

PROPERTY LOCATED AT: 35 Dollard Farm Way, Ellsworth, ME 04605

### PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

### SECTION I - WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal \_\_\_\_\_  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): .....  N/A  Yes  No  Unknown  
Quantity: .....  Yes  No  Unknown  
Quality: .....  Yes  No  Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: ~~Has anyone had the system tested?  Yes  No~~  
~~IF YES, Date of test, name of tester, and results?  Yes  No~~  
~~To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No~~  
~~If Yes, are test results available?  Yes  No~~  
~~What steps were taken to remedy the problem?~~

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: ~~Location: \_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

USE: ~~Number of persons currently using system: \_\_\_\_\_~~  
~~Does system supply water for more than one household?  Yes  No  Unknown~~

Comments: Seller added an additional pump to water line to increase water pressure for hot water heater & dishwasher

Source of Section I information: Seller & Public Records  
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**SECTION II - WASTE WATER DISPOSAL**

TYPE OF SYSTEM:  Public  Private  Quasi-Public \_\_\_\_\_  Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?  Yes  No  
If Yes, what are the results?  Yes  No  
Have you experienced any problems such as line or other malfunctions?  Yes  No  
What steps were taken to remedy the problem?  Yes  No

IF PRIVATE (Strike Section if Not Applicable):

Tank:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_  
 Overboard Discharge (38 MRS Section 413(3) and (3-A))  
Tank Size:  500 Gallon  1000 Gallon  Unknown  Other: \_\_\_\_\_  
Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: Near edge of back patio, close to hot tub OR  Unknown

Date installed: 2011 Date last pumped: Aug, 2025 Name of pumping company: Berry's Septic Service

Have you experienced any malfunctions?  Yes  No

If Yes, give the date and describe the problem: \_\_\_\_\_

Date of last servicing of tank: Aug, 2025 Name of company servicing tank: Berry's Septic Service

Leach Field:  Yes  No  Unknown

If Yes, Location: Back half of backyard, est edge of shed to far side off trampoline

Date of installation of leach field: 2011 Installed by: RFJordan & Sons

Date of last servicing of leach field: Installation Company servicing leach field: n/a

Have you experienced any malfunctions?  Yes  No

If Yes, give the date and describe the problem and what steps were taken to remedy: \_\_\_\_\_

Do you have records of the design indicating the # of bedrooms the system was designed for?  Yes  No

If Yes, are they available?  Yes  No

Is System located in a Shoreland Zone?  Yes  No  Unknown

Comments: System designed for a 4-bedroom home

Source of Section II information: Seller & Septic Design/Permit

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SECTION III - HEATING SYSTEM(S)/HEATING SOURCE(S)				
Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	Boiler	4 heat pumps	Pool Heater	
Age of system(s) or source(s)	2012	2024	2020	
TYPE(S) of Fuel	Oil	Electric	Propane	
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	722 gallons	Unknown	Unknown 898 gallons → used for range grill hookups, hot water heater & Pool heater	
Name of company that services system(s) or source(s)	Dead River	RH Foster	Island Pool & Spa	
Date of most recent service call	2025	2024	April, 2026	
Malfunctions per system(s) or source(s) within past 2 years	None	None	None	
Other pertinent information		Located in 3 bedrooms & living room	Island Pool opens & closes system	

Are there fuel supply lines? .....  Yes  No  Unknown

Are any buried? .....  Yes  No  Unknown

Are all sleeved? .....  Yes  No  Unknown

Chimney(s): .....  Yes  No

    If Yes, are they lined: .....  Yes  No  Unknown

~~Is more than one heat source vented through one flue? .....  Yes  No  Unknown~~

~~Had a chimney fire: .....  Yes  No  Unknown~~

~~Has chimney(s) been inspected? .....  Yes  No  Unknown~~

~~If Yes, date: \_\_\_\_\_~~

~~Date chimney(s) last cleaned: \_\_\_\_\_~~

Direct and/or Power Vent(s): .....  Yes  No  Unknown

    Has vent(s) been inspected? .....  Yes  No  Unknown

        If Yes, date: \_\_\_\_\_

Comments: **On demand hot water heater new in 2024 (propane)**

Source of Section III information: **Seller**

**SECTION IV - HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

**A. UNDERGROUND STORAGE TANKS** - Are there now, or have there ever been, any underground storage tanks on the property? .....  Yes  No  Unknown

    If Yes, are tanks in current use? .....  Yes  No  Unknown

    If no longer in use, how long have they been out of service? n/a

    If tanks are no longer in use, have tanks been abandoned according to DEP?  Yes  No  Unknown

    Are tanks registered with DEP? .....  Yes  No  Unknown

    Age of tank(s): n/a                      Size of tank(s): n/a

    Location: n/a

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What materials are, or were, stored in the tank(s)? n/a

Have you experienced any problems such as leakage: .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: Seller

**B. ASBESTOS** - Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? .....  Yes  No  Unknown

In the ceilings? .....  Yes  No  Unknown

In the siding? .....  Yes  No  Unknown

In the roofing shingles? .....  Yes  No  Unknown

In flooring tiles? .....  Yes  No  Unknown

Other: \_\_\_\_\_  Yes  No  Unknown

Comments: Home built in 2012

Source of information: Seller

**C. RADON/AIR** - Current or previously existing:

Has the property been tested? .....  Yes  No  Unknown

If Yes: Date: 05/23/0213 By: Total Home Environment

Results: .9 pCi/L

If applicable, what remedial steps were taken? Mitigation System Installed

Has the property been tested since remedial steps? .....  Yes  No  Unknown

Are test results available? .....  Yes  No

Results/Comments: Results listed above believed to be post mitigation installation

Source of information: Seller & Prior Disclosure

**D. RADON/WATER** - Current or previously existing:

Has the property been tested? .....  Yes  No  Unknown

If Yes: Date: n/a By: n/a

Results: n/a

If applicable, what remedial steps were taken? n/a

Has the property been tested since remedial steps? .....  Yes  No  Unknown

Are test results available? .....  Yes  No

Results/Comments: Public Water

Source of information: Seller

**E. METHAMPHETAMINE** - Current or previously existing:

Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: Seller

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**F. LEAD-BASED PAINT/PAINT HAZARDS - (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)**

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? .....  
..... Yes  No  Unknown  Unknown (but possible due to age)

If Yes, describe location and basis for determination: \_\_\_\_\_

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards:  Yes  No

If Yes, describe: \_\_\_\_\_

Are you aware of any cracking, peeling or flaking paint? .....  Yes  No

Comments: Home built in 2012- exterior is vinyl

Source of information: Seller

**G. OTHER HAZARDOUS MATERIALS - Current or previously existing:**

TOXIC MATERIAL: .....  Yes  No  Unknown

LAND FILL: .....  Yes  No  Unknown

RADIOACTIVE MATERIAL: .....  Yes  No  Unknown

Other: \_\_\_\_\_

Source of information: Seller

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

**SECTION V - ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? .....  Yes  No  Unknown

If Yes, explain: Restrictive Covenants, ROW over road, Road Association

Source of information: Deed, Subdivision Plan

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? .....  Yes  No  Unknown

If No, who is responsible for maintenance? Dollard Farm Road Association

Road Association Name (if known): Dollard Farm Road Association

Source of information: Public Records, Deed, Bylaws

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**SECTION VI – FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Relevant Panel Number: \_\_\_\_\_ Year: \_\_\_\_\_ (Attach a copy)

Comments: \_\_\_\_\_

Source of Section VI information: **FEMA Flood Maps**

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**SECTION VII - GENERAL INFORMATION**

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....  
.....  Yes  No  Unknown

If Yes, explain: Homestead

Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown

Is the property subject to any of the following relating to shoreland zoning ordinances: a) A notice of violation issued by a municipal official or state agency; b) A pending enforcement action; c) Litigation; d) A court judgment; or e) A settlement or consent agreement?.....  Yes  No  Unknown

If Yes, explain: n/a

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: Propane Tanks

Year Principal Structure Built: 2012 What year did Seller acquire property? 2014

Roof: Year Shingles/Other Installed: 2012

Water, moisture or leakage: 2 small leaks since built due to severe wind driven rain under ridge vent years apart

Comments: Insurance and contractor looked at roof and stated it was fine.

Foundation/Basement:

Is there a Sump Pump? .....  Yes  No  Unknown

Water, moisture or leakage since you owned the property: .....  Yes  No  Unknown

Prior water, moisture or leakage? .....  Yes  No  Unknown

Comments: Dry basement

Mold: Has the property ever been tested for mold? .....  Yes  No  Unknown

If Yes, are test results available? .....  Yes  No

Comments: \_\_\_\_\_

Electrical:  Fuses  Circuit Breaker  Other: \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

Has all or a portion of the property been surveyed? .....  Yes  No  Unknown

If Yes, is the survey available? .....  Yes  No  Unknown

Manufactured Housing - Is the residence a:

Mobile Home .....  Yes  No  Unknown

Modular .....  Yes  No  Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure  
.....  Yes  No  Unknown

Comments: \_\_\_\_\_

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KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: Two locations on vinyl floor have small damage, a couple areas on carpet chewed by dogs. Minor gravel erosion by back right corner of garage. One side of sliding door fogged.

Comments: Seller willing to provide a \$3500 flooring allowance as part of sale

Source of Section VII information: Seller

**SECTION VIII - ADDITIONAL INFORMATION**

Repaired driveway and had it paved in 2019 by Wellman Paving

Pool, Hot Tub and patio installed 2020

Rinnai On-Demand Water Heater installed 2024 by RH Foster

Bosch 800 series dishwasher installed 2023, GE Profile Refrigerator installed 2018

2 Propane lines run to deck for grills in 2021 by RH Foster, Zline Stove/Oven Gas Range installed 2021

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: .....  Yes  No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

John Graham 03/27/2026  
SELLER DATE  
**John P. Graham**

Julie Graham 03/27/2026  
SELLER DATE  
**Julie A. Graham**

SELLER DATE

SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE









# Fact Sheet: Arsenic Treated Wood

Department of Health and  
Human Services  
11 State House Station  
Augusta, ME 04333

Maine CDC  
Environmental and  
Occupational Health Program  
Toll Free in Maine: 866-292-3474  
Fax: 207-287-3981  
TTY: 207-287-8066  
Email: ehu@maine.gov

## IF YOU WORK WITH CCA WOOD

- **NEVER** burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

## TO LEARN MORE

Eric Frohberg  
Environmental and  
Occupational Health  
Program  
Maine CDC  
Toll-free in Maine 866-  
292-3474  
TTY: 207-287-8066  
www.maine.gov/dhhs/  
eohp

## Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

### First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

### Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

### Third: If you have any questions, call us toll-free in Maine: 866-292-3474

## Common Questions

### What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

### What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.



OR BK 6306 PGS 348 - 349 11/04/2014 08 42:22 AM  
 INSTR # 2014016988 JULIE A. CURTIS  
 HANCOCK COUNTY, ME REGISTER OF DEEDS

HANCOCK

**WARRANTY DEED**

ERIC S. ZUBEE, whose address is 500 Mendon Road, Building 2, Apartment 2D, Cumberland, Rhode Island, 02864, for consideration paid, grants to JOHN P. GRAHAM AND JULIE A. GRAHAM, whose address is 2901 Indiana Blvd, Apt. 414, Dallas, Texas, 75226, as joint tenants, with WARRANTY COVENANTS, a certain lot or parcel of land in the City of Ellsworth, County of Hancock and State of Maine, bounded and described as follows, to wit:

A certain lot or parcel of land, together with any and all structures and improvements situated thereon, and appurtenances thereto, situated in the City of Ellsworth, County of Hancock, State of Maine, and being Lot #4 in the subdivision entitled "DOLLARD HILL ESTATES II", approved by the City of Ellsworth Planning Board on July 18, 2007 and recorded on July 23, 2007, in Plan File 36, No. 174 of the Hancock County, Maine, Registry of Deeds, together with, and as appurtenant to, a right of way, for all purposes of a way, including the installation and maintenance of utility services, as the same may be defined in 33 M.R.S.A. §458, over and across those rights of way as set forth on the aforementioned subdivision plan.

MAINE REAL ESTATE  
TRANSFER TAX PAID

Meaning and intending to convey the same premises as conveyed from JoJos LLC to Eric S. Zubee by deed dated July 24, 2013 and recorded in the Hancock County Registry of Deeds in Book 6079, Page 343.

WITNESS my/our hands and seals this 29 day of October 2014.

*Tracy E. Barbieri*  
 Witness

*Eric S. Zubee*  
 ERIC S. ZUBEE

HANCOCK COUNTY

0

HAND  
CROCK  
COUNTY

STATE OF Rhode Island  
COUNTY OF Providence

ss. OCTOBER 29, 2014

Then personally appeared the above-named, Eric S. Zube and acknowledged the foregoing instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

**SEAL**

MY COMMISSION EXPIRES 3/13/18

②\*1

52290714

HANCOCK

**BYLAWS  
OF  
DOLLARD HILL ESTATES II  
AND  
DOLLARD FARM ROAD ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is **DOLLARD HILL ESTATES II** and **DOLLARD FARM ROAD ASSOCIATION**, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Ellsworth, Hancock County, Maine, but meetings of Members and Directors may be held at such places within the State of Maine, as may be designated by the Board of Directors.

**ARTICLE II  
ASSOCIATION**

Section 1. Membership. The Members shall consist of the Owners of Lots 1 through 24 in Dollard Hill Estates II, situated on U.S. Route-1, the Bucksport Road, Ellsworth, Hancock County, Maine, which plan is recorded in Plan File 36, No. 174, of the Hancock County, Maine, Registry of Deeds. The Owner of Lot 24 in the aforesaid Subdivision on which is currently situated a six (6) unit apartment building shall not be subject to those Restrictions set forth in Article XIII set forth hereinafter to the extent that there is a prohibition against any more than a single dwelling unit on each lot, and further the continued use, operation, and maintenance of the apartment building shall not be deemed to violate the prohibition against commercial activity as set forth in Article XIII (10), nor shall the continued use, operation, and maintenance of the apartment building be deemed to be in violation of the prohibition against transient accommodations set forth in Article XIII (13).

Membership shall be in accordance with the Declaration and with these Bylaws. The membership of each Owner terminates upon a sale, transfer, or other disposition of the Member's interest in the Lot (as defined in the Declaration), whereupon the membership and any interest in the funds of the Association shall automatically transfer and be vested in the successor in ownership. A mortgage of any Lot shall not operate to transfer membership until the mortgage is foreclosed.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Association shall be held on the first Saturday in July in each year. If the date for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

HANCOCK

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of Members owning at least three (3) Lots, by giving at least ten (10) days notice to all Members. Notwithstanding this provision, any Member may waive receiving ten (10) days notice and accept any shorter notice. At any annual or special meeting, the presence of the Owners of Thirteen (13) Lots shall constitute a quorum for all purposes. At all meetings at which a quorum is present, except as otherwise provided in the Declaration, a majority of the votes cast on any matter shall control.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. At any annual or special meeting, the presence of the Owners entitled to cast, or of proxies entitled to cast, votes for any ten (10) Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. At all meetings at which a quorum is present, except as otherwise provided in the Declaration, a majority of the votes cast (each Lot being entitled to one (1) vote) on any matter shall control. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot.

Section 6. Unanimous Action of the Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if all of the Members sign written consents setting forth the action taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the Members' meetings and shall have the same effect as the unanimous vote.

**ARTICLE IV**  
**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors composed of a minimum of three (3) Directors, or such greater number of Directors, within the limits set by the Articles of Incorporation, to which the Board membership may be increased by Board action in the manner set forth in the Articles of Incorporation.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) Director for a term of one (1) year; one (1) Director for a term of two (2) years; and one (1)

Director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect one (1) Director for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Unanimous Action of the Members of the Board of Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors sign written consents setting forth the action taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the meetings of the Board of Directors and shall have the same effect as the unanimous vote.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**  
**MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The first quarterly meeting each calendar year shall follow the annual meeting of the membership.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be called at any time by the President of the Association, or by one-third (1/3) of the Directors, but not less than any two (2) Directors, after not less than seven (7) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE: VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) adopt and publish rules and regulations governing the use of the Common Areas, and the maintenance of Dollard Farm Road, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ personnel, contractors, advisors, or such other persons as they deem necessary to conduct business of the Association, and to prescribe their duties; and
- (f) procure and maintain liability and hazard insurance on property owned by the Association.

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

- (a) review and oversee all acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote;

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

(c) as more fully provided in the Declaration to:

(i) prepare a budget covering the estimated costs of maintaining the Common Area for the coming year and cause the budget to be sent to each Member at least twenty-one (21) days prior to the annual meeting of the membership;

(ii) send written notice of each assessment to every Owner subject thereto;

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the owner personally obligated to pay the same.

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

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Areas and Dollard Farm Road to be maintained;

(g) procure and maintain, to the extent reasonably available, hazard insurance on property owned by the Corporation, and liability insurance in the name of the Corporation and on behalf of any person who is or was a director, officer, employee or agent of the Corporation.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President who shall, at all times, be members of the Board of Directors, a Secretary, and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign or be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX**  
**LIABILITY OF OFFICERS**

Section 1. Exculpation. No Director or officer of the Association shall be liable for acts or defaults of any other officers or Member or for any loss sustained by the Association or any Member thereof, unless the same has resulted from his or her own willful misconduct or gross negligence.

Section 2. Indemnification. Every Director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including reasonable attorney's fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or Member of the Association, whether or not he or she continues to be such Director, officer, or Member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudicated in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his or her duties or, in the absence of such final adjudication, any determination of such liability by the opinion of the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

**ARTICLE X  
MORTGAGES**

Section 1. Notice to Board of Directors. An Owner who mortgages his or her Lot shall notify the Board of Directors of the name and address of his or her mortgagee, and shall file a copy of the mortgage with the Board of Directors.

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid common charges due from, or any other default by, the Owner of the mortgaged Lot.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and any mortgagee of a Lot. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member or any mortgagee at the principal office of the Association, whose copies may be purchased at reasonable cost.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose

the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

**ARTICLE XII**  
**AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of Members owning seventy-five percent (75%) of the Lots, either present in person or by proxy.

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

**ARTICLE XIII**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**RESTRICTIONS**

All lots in Dollard Hill Estates II shall be conveyed with the following restrictions, which shall be for the mutual benefit of all owners in the subdivision, and the enforcement of which may be had by the owner of any said lot:

1. Additions to Existing Property. Additional lands may be subject to the By-Laws of Dollard Hill Estates II in the following manner: The developer, its successors and assigns, shall have the right to bring within the scheme of this subdivision and the By-Laws which regulate the use thereof, additional property. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Covenants, Conditions, and Restrictions, with respect to the additional property, and nothing contained therein shall be inconsistent with the Restrictions and Conditions set forth herein.

2. Each lot within the subdivision shall not be developed with more than one (1) dwelling unit located thereon. A dwelling unit is a group of rooms designed and equipped exclusively for use as living quarters, including provisions for sleeping, cooking, and eating.

3. All dwelling units shall be located and buffered, to the extent that it is reasonably practical, by natural existing vegetation, which prevents them from being visible from any prior existing dwelling unit in the subdivision, or on abutting land, to the extent that it is reasonably achievable with existing natural vegetation, excepting limited cutting along the boundaries and portions of lots. Except as otherwise expressly limited, the owner of each lot reserves all rights

as the owner of the protected property, including the right to use the protected property for all purposes consistent with all deed restrictions.

4. All accessory structures freestanding from the said dwelling unit shall be located, to the extent possible, so as not to be clearly visible from any prior existing dwelling unit in the subdivision, or on abutting land, other than that of the owners of such accessory structures.

5. No single story residence shall be built on any lot within the subdivision which contains (exclusive of garages, storage areas, and basements) less than 1,800 square feet of habitable area.

6. No dwelling constructed on any lot within the subdivision shall be occupied unless and until the exterior has been fully completed, including finish grading and seeding of any area surrounding such dwelling that has been disturbed during construction. The dwelling shall be substantially completed within twelve (12) months of the date of commencement of construction and no temporary building shall be occupied for dwelling purposes upon a lot during the construction thereof. No temporary structure shall be permitted to remain on said premises, except as may be necessary during construction.

7. No mobile homes shall be permitted on any lot.

8. All lighting shall be located and operated such that it does not cause environmental glare by shielding the lighting elements in order that they are not directly visible, to the extent possible, from any dwelling unit in the subdivision, or from offsite, and they shall not illuminate any land off the property of the owner of said lights, other than the subdivision roads.

9. No unregistered motor vehicles shall be kept upon any lot within the subdivision, unless the same are garaged.

10. No lot shall be used for any commercial activity; home occupations as defined by the Ellsworth Land Use Zoning Ordinance, shall be permitted.

11. No activities on any lot within the subdivision shall cause or create noise audible at any other dwelling unit, with the exception of construction, the occasional use of maintenance equipment and machinery, the reasonable use of vehicles and recreational equipment.

12. All areas disturbed by construction, clearing, or other activities which remove substantially all vegetation shall be re-vegetated, except for road, driveways, patios, gardens, and the footprints of structures, as soon as practicable, in order to prevent erosion and sedimentation.

13. The dwelling units on the lots within the subdivision may be leased, but in no event may any property in the subdivision be leased for transient accommodations, such as an inn, hotel, motel, bed and breakfast.

14. All activities, land uses, construction and improvements shall be in conformance with all of the ordinances of the City of Ellsworth, the Laws of the State of Maine, all of which may

be enforced as a private nuisance by the developer, and or other owners of property within the subdivision, their successors and assigns.

15. Each lot owner shall automatically become a member of the Dollard Hill Estates II Homeowner's Association.

16. These restrictive covenants are reciprocal and both restrict and benefit all of the lots in the subdivision, and all lots are both a dominant and servient estate to these restrictive covenants, which shall run with the land. These restrictive covenants cannot be amended without the consent of all lot owners and approval of the Ellsworth Planning Board, as applicable.

Dated at Ellsworth, Maine this 24<sup>th</sup> day of July, 2007.

DOLLARD HILL ESTATES II and  
DOLLARD FARM ROAD ASSOCIATION

By: [Signature]  
JOSEPH K. DEBECK  
duly authorized

STATE OF MAINE  
COUNTY OF HANCOCK

July 24, 2007

Then personally appeared the above-named JOSEPH K. DEBECK, and acknowledge the foregoing instrument to be his free act and deed.

Before me,

[Signature]  
Notary Public

My Commission Expires:

Peter R. Roy - Attorney At Law  
Print Name / Affix Seal

Ret: P. Roy L.O.