

# DECLARATION

## NIBOBAN CAMPS, A MAINE CONDOMINIUM

Rangeley Plantation,  
Franklin County, Maine

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OF  
NIBOBAN CAMPS,  
A MAINE CONDOMINIUM**

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**DECLARATION OF**  
**NIBOBAN CAMPS, A MAINE CONDOMINIUM**

**ARTICLE I**  
**SUBMISSION**

The Rangeley Plantation Irrevocable Trust, a Maine non-grantor trust with a place of business in Rangeley Plantation, Franklin County, Maine (the "Declarant"), hereby submits the land, improvements and easements with all improvements thereon located within Rangeley Plantation, Franklin County, Maine more particularly described in Exhibit A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended and hereby creates "Niboban Camps, a Maine Condominium" (the "Condominium"). The Property is shown on the condominium plans to be recorded herewith in the Franklin County Registry of Deeds identified as follows: "Subdivision Plan, Niboban Camps" by David J. Adelson, PLS for Rangeley Plantation Irrevocable Trust dated January 16, 2015 and with a notation of approval by the Maine Land Use Planning Commission dated January 26, 2015 and "Condominium Building Plans Niboban Camps, A Maine Condominium" by James R. Kiser, PE for Rangeley Plantation Irrevocable Trust dated through December 17, 2014 (together, unless the context otherwise requires, the "Plans"). The unit owners' association shall be known as "Niboban Camps Condominium Association" (the "Association").

The Condominium consists of the land, buildings, structures and 28 units as identified on the attached Exhibit B.

**Section 1.1 Definitions.**

The terms used in this Declaration, in the by-laws of the Association (the "By-Laws") and in the Plans shall generally have the meanings specified in the Maine Condominium Act except as otherwise defined herein, except that the term "Declarant" shall not include a mortgagee or other person who takes a collateral assignment of any such title or of the Declarant's rights hereunder unless and until such person elects to be named "Declarant" in a written instrument specifically referring to this Declaration executed by such person and recorded in the Franklin County Registry of Deeds.

**ARTICLE II**

**BUILDINGS ON THE LAND; UNIT SITE BOUNDARIES**

**Section 2.1 Location and Dimension of Unit Sites.**

The location and dimensions of the Unit Sites are depicted on the Plans of the Property.

**Section 2.2 Unit Sites.**

The identification number and approximate area of each Unit Site are shown on the Plans of the Property.

Each Unit Site initially includes the land shown on the Plans, and shall also include residential buildings, structures, utility lines and improvements which shall be a part of the Unit Site.

**Section 2.3 Unit Boundaries.**

The boundaries of each Unit Site are as shown on the Plans and are generally as follows:

A. Upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (1) Upper Boundary: the plane of the ceiling of each level of the Unit. Any chimneys or appurtenances to the chimneys, chimney flues, satellite dishes and related appliances located on the roofs of a Unit, gutter edges, soffits and other features that extend beyond the vertical plane of the roof, as shown on any building elevation plans or plats that are part of the Plans are Limited Common Elements; (2) Lower Boundary: the bottom vertical plane of any concrete slab resting on the earth or on footings in the ground upon which the residential building within the Unit Boundaries rests, and if on footings, the footings themselves.

B. Vertical (perimeter) boundaries of each Unit shall be the walls and partitions of the buildings that enclose the Unit and separate it from Common Elements, including the thickness of the finish material such as plaster or drywall, subject to the easements reserved or set forth herein or in the Plans.

Except as specified in this ARTICLE II or as shown on the Plans, all spaces and improvements within a Unit Site's boundaries are a part of that Unit Site. No subdivision of a Unit Site into two or more Unit Sites is permitted. An easement for access to the Unit Site

through the common elements and General Common Area in common with other Unit Site owners and others is appurtenant to each Unit Site.

A Unit Site generally does not include the pipes, wires, conduits, pipes, or other utility lines running through a Unit Site which serve more than one Unit Site or which serve the common elements, the General Common Area or other land of the Declarant.

Section 2.4 Relocation of Unit Site Boundaries and Subdivision of Unit Sites.

Relocation of boundaries between Unit Sites is permitted by amendment to the Declaration, in compliance with the provisions of the Condominium Act and subject to receipt of the approval of the Association as hereinafter identified.

Section 2.5 Allocated Interests.

A. The allocations of interests in the common elements, voting rights and common expense liability appurtenant to each Unit Site are set forth in Exhibit B.

B. The percentage of ownership of common elements is allocated by a formula based on an equal pro-rata allocation to each Unit Site based on the total number of Unit Sites in the Condominium, subject to rounding in order to permit ease of administration, provided that the percentage stated in Exhibit B shall prevail in any event. Liability for common expenses is allocated equally among all Unit Sites. Each Unit Site shall have one vote in the Association on a formula of one vote per Unit Site to permit equality among Unit Sites.

**ARTICLE III**

**COMMON ELEMENTS**

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of the entire Property except the individual Unit Sites as described above and generally include:

1. The rights and easements described in Exhibit A;
2. All pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes and water and sewer utility lines which serve more than one Unit Site or which serve one Unit Site only but are located outside its boundary line (excepting equipment owned by public utilities); and

3. All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. The limited common elements initially established hereunder consist of the driveway and utility easements as depicted on the Plans and labeled "Driveway and Utility Easements" allocated for the use and benefit of the respective Unit Sites served thereby, each of which Unit Sites shall equally contribute to the maintenance, repair, replacement and construction thereof including, without limitation, snow and ice removal and pavement. Each Unit Site shall pay for its own utility line installation, repair and replacement and shall restore any pavement damaged in the course thereof.

Section 3.2 Alteration of Common Elements by the Declarant.

The Declarant reserves the right to repair or improve portions of the common elements including, without limitation, any equipment, fixtures and appurtenances, and reserves an easement over the common elements and limited common elements in order to discharge its obligation and to exercise any Declarant rights, whether arising hereunder or under the Condominium Act.

**ARTICLE IV**

**DECLARANT RIGHTS AND DECLARANT CONTROL**

Section 4.1 Declarant Rights.

The Declarant reserves the following rights:

A. Until the construction, marketing and sale of all Unit Sites is completed, to locate in the common elements and Unit Sites of the Property (even though not depicted on the Plans) and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the Property and the General Common Area as shown on the Plans including, but not limited to, water, electric, telephone, natural gas, television, cable, fuel, and sewer, provided that no such easements shall be effective until of record, that no such easements may be granted through Unit Sites sold by Declarant to third parties, and that the property shall be promptly restored upon installation and repair;

B. Until the construction, marketing and sale of all Unit Sites is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

C. Until the construction, marketing and sale of all Unit Sites is completed, to use the common elements and General Common Area as shown in the Plans for ingress and egress, for the repair and construction of Unit Sites and common elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs, landscaping and lighting for sales and promotional purposes all without charge to the Declarant;

D. Until the construction, marketing and sale of all Unit Sites is completed, to operate a construction, sales, leasing and management office, and to permit prospective tenants, purchasers and others to visit that office and use the common elements and General Common Area and use unsold Unit Sites for sales, leasing and display purposes;

E. To appoint and remove members of the Board of Directors and officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) or more of the total number of Unit Sites which may be created, but in any event within seven (7) years of the first conveyance of any Unit Site or until voluntarily waived in whole or part by Declarant by written notice duly recorded, whichever occurs first.

F. Those rights established under the Condominium Act.

G. The exercise of development rights shall be subject to the restriction that no changes shall be made to the approvals received from the Maine Land Use Planning Commission in accordance with its rules and regulations to the extent required and applicable. Reference is made to the conditions of the Maine Land Use Planning Commission approval dated December 16, 2014, a copy of which is attached hereto as Exhibit E.

H. In accordance with and subject to the Act, the Declarant reserves the right, but not the obligation, until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to create up to twelve (12) additional Units identified within [*identify location on plan*] as shown on the Plats and Plans, and Limited Common Elements appurtenant to such Units for a total of forty (40) Units. The creation of any



additional Units or Unit subject to the provisions of contracts for the future Units, may occur in any number of stages and in such order as the Declarant determines, or not at all, and shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorder containing the additional Units. The Percentage Interest, Common Expense liability and votes of all Units shall be reallocated in accordance with the formulas set forth in this Declaration. All such future Units and Limited Common Elements shall be consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and techniques of equal or better quality. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to such additional Units and buildings. Declarant need not add units or limited common elements to the Condominium and hence any buildings, units and limited common elements NEED NOT BE BUILT. Upon the addition of such Units to the Condominium, the Percentage Interest and Common Expense liability of all Units shall be reallocated in accordance with the formula set forth in Exhibit B. The effective date for the reallocation of the Percentage Interest and Common Expense liability for and of the assignment of Common Expense Assessments, and of a vote to such additional Unit shall be the date of the recording in the Franklin County Registry of Deeds by the Declarant of the amendment to this Declaration creating such Units.

I. The exercise of the development rights reserved to the Declarant shall be in accordance with a governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act. To exercise the Development Rights reserved in Article IV of this Declaration, the Declarant will prepare, execute and record an amendment to this Declaration, which amendment shall assign an identifying number to each new Unit and a vote in the Association to each new Unit created, reallocate the Percentage Interest and Common Expense liability of all Units, and describe the Limited Common Elements created thereby and designate to which Units those Limited Common Elements are allocated. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plats and Plans or record an affidavit that the Plats and Plans previously recorded conform to the requirements of the Act.

Section 4.2 Amendment and Transfer.

Notwithstanding any other provision of this Declaration, ARTICLE IV shall not be amended or waived without the consent of the Declarant duly recorded in the Franklin County Registry of Deeds. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the by-laws of the Niboban Camps Condominium Association (the "By-Laws"), a copy of which is attached hereto as Exhibit C, or otherwise, as amended from time to time, may be transferred by recorded instrument specifically referring to this Section 4.2 and executed by Declarant and its successor or assignee.

ARTICLE VOPEN SPACE BUFFER ZONES AND RELATED RIGHTSSection 5.1 Creation.

Land within the Property labeled as "Open Space" and/or "Reserved Land" and/or "Buffer Area" and/or "Greenspace" and/or "Undeveloped Areas" (as more specifically described in Exhibit D) or otherwise denominated by hatched, shaded or cross-marked areas as shown on the Plans (expressly excluding any clubhouse area, parking areas, and all other related facilities) is required to be denominated as such in accordance with the conditions of approval received from the Maine Land Use Planning Commission. These areas are hereby dedicated as open space upon which no above-ground structure or dwelling unit shall be constructed or placed except those improvements, structures and facilities shown on the Plans or installed for the purposes hereafter specified, and except for any revisions and alterations of the Plans either approved by the Maine Land Use Planning Commission or which do not significantly alter or amend the open space as may be determined by the Maine Land Use Planning Commission. The open space designation shall run with the land and be enforceable by the Declarant or its successors or agents or by the Maine Land Use Planning Commission, and shall survive the revocation, suspension or termination of this Declaration, but shall be subject to the rights specified in Section 5.2 below. Without limiting the generality of the foregoing, specific restrictions and requirements of the Maine Land Use Planning Commission as applicable to "Undeveloped Areas" as may be shown on the Plans are set forth in Exhibit D.

Section 5.2 Development Rights:

The Declarant expressly reserves all of the following rights:

A. Those rights established under Article IV above and under the Condominium Act.

B. The right to enforce or seek the enforcement of any rule or regulation or any condition of approval of the Maine Land Use Planning Commission.

C. The rights to construct, maintain, operate and renovate (i) utility, drainage and water storage facilities, lines, pipes, wires, and (ii) other accessory uses to the Condominium including, without limitation: underground utility lines, pipes and conduits; above-ground transformers; meters monitoring and safety devices; transformer pads and structures; pumping stations and other accessory above ground utility facilities; ponds, dams, bridges, water control devices and streams; roads, directional and informational signs; and pedestrian paths all upon, under and across the open space.

D. The right to carry on the construction, placement, maintenance, repair and replacement upon said real property of any structure or other above-ground improvement customarily appurtenant to the operation of recreational, utility and watershed management facilities including, without limitation, free standing sheds and pedestrian paths.

E. The right to supervise and manage the vegetation, habitat, wildlife and setting of any area of the Open Space, or other areas of the Property, as may be set forth in any current or future condition of approval from the Maine Land Use Planning Commission or any rules and regulations administered by the Maine Land Use Planning Commission including, without limitation, proper vegetation, turf and woodland management; wildlife management; wetland or water resource management; shoreland or waterfront access management; sedimentation, watercourse, and drainage control and management; habitat protection and management; the creation and preservation of views; and the use of chemicals that may impact habitat, vegetation and wildlife.

F. The rights to use the Condominium common elements and General Common Area as shown on the Plans for ingress and egress, for the repair and construction of improvements including the movement and temporary storage of construction materials and equipment, and for the installation of signs, landscaping and lighting for sales and promotional purposes.

G. The rights to operate construction, sales, leasing and management offices and to



permit prospective users, tenants, purchasers and others to visit that office and use the open space, the Condominium common elements and General Common Area and use unsold Unit Sites for sales, leasing and display purposes;

H. In accordance with any future requirements of the Maine Land Use Planning Commission, the Declarant may, in its sole discretion, at any time prior to the expiration of the Declarant Control Period, RELOCATE, EXPAND, REDUCE, ALTER, AMEND, WITHDRAW AND REPLACE any open space dedication boundaries and land for all Open Space areas as shown on the Plans and as described in any condition of approval from the Maine Land Use Planning Commission

I. The fulfillment of any requirement of the Maine Land Use Planning Commission.

The exercise of the rights in this Section 5.2 shall be subject to the restriction that no changes shall be made to the approvals received from the Maine Land Use Planning Commission except in accordance with the Regulations of the Maine Land Use Planning Commission to the extent required and applicable. Reference is made to the conditions of the Maine Land Use Planning Commission approval dated December 16, 2014, a copy of which is attached hereto as Exhibit E.

## ARTICLE VI

### AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

#### Section 6.1 Amendment of Declaration.

This Declaration, including the Plans, may be amended or modified generally in accordance with the following procedure except as otherwise provided herein or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain a statement of the proposed amendment, including the proposed text thereof. Such a statement must be included in the notice of any meeting if a written request therefor is made by the person or persons calling such a meeting or by any two Unit Site owners. Notice shall also be sent to Eligible Mortgage Holders as defined in ARTICLE XI.

B. At the meeting the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as may be required under ARTICLE XI. Unit Site owners and mortgagees may express their approval in writing or by proxy in accordance with Title 13-B Maine Revised Statutes Annotated.

C. No amendment may change the uses to which a Unit Site may be put without the unanimous consent of the owners of Unit Sites affected.

D. An amendment shall be effective when recorded. Copies of the amendment shall be sent to each Unit Site owner and the Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

Section 6.2 Consent of Declarant.

No amendment shall be made to any Condominium instrument during the Declarant Control Period as defined in ARTICLE IV without the prior written consent of the Declarant.

**ARTICLE VII**

**DAMAGE OR DESTRUCTION**

Section 7.1 Repair.

Any portion of the common elements damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under ARTICLE VIII;
- B. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- C. One hundred percent (100%) in interest of the Unit Site owners vote not to rebuild and the consent of the Eligible Mortgage Holders as provided in ARTICLE XI is obtained.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense.

Section 7.2 Application of Insurance Proceeds.

If the entire Condominium is not completely repaired or replaced:

A. the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

B. the insurance proceeds attributable to the interest in the common elements and in limited common elements shall be distributed to the Unit Site owners and their mortgagees; and

C. the remainder of the proceeds shall be held in trust to be distributed to the Unit Site owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Site owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Site owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, ARTICLE VIII of this Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit Site, that Unit Site's percentage interest in the common elements shall be automatically reallocated to the then remaining Unit Sites in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

Each Unit Site owner shall separately insure the buildings and improvements located on the Unit Site and shall be responsible for the expense of repair or replacement thereof. All such insurance policies carried by Unit Site owners shall name the Association as a coinsured. Upon request each Unit Site owner shall provide the Association with proof of compliance with these requirements.

### **ARTICLE VIII**

#### **REMOVAL FROM THE CONDOMINIUM ACT**

##### **Section 8.1 Termination of Condominium.**

The submission of the Property to the Condominium Act herein shall not be terminated unless eighty percent (80%) in voting interest of all of the then Unit Site owners in accordance with the Condominium Act and the percentage of the Eligible Mortgage Holders required by ARTICLE XI shall agree to such revocation or removal of the Property from the provisions of

the Condominium Act, their agreement to be established by written instrument duly recorded.

Section 8.2 General Provisions.

Upon removal of the Property from the Condominium Act, the Unit Site owners shall hold the common elements and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act, with any mortgages or liens affecting a Unit Site to attach in order of priority against the resulting interest. The consent of the Unit Site owner and any mortgagee is required to effect the sale of a Unit Site following a termination. Removal shall not bar the subsequent resubmission of the Property to the Condominium Act. Any removal or addition to the Property that impacts Open Space shall only be permitted with the approval of the Maine Land Use Planning Commission.

**ARTICLE IX**

**EMINENT DOMAIN**

Section 9.1 In General.

If a Unit Site is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Site owner and the Unit Site owner's mortgagee(s), if any, for the Unit Site and its percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the Unit Site, that Unit Site's allocated interests shall be automatically reallocated to the remaining Unit Sites in proportion to their respective allocated interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

Section 9.2 Condemnation of Unit Sites.

If part of a Unit Site is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Site owner and the Unit Site owner's mortgagee(s), if any, for the reduction in value of the Unit Site and its interest in the common elements, whether or not any common elements are acquired. Upon such acquisition, (i) that Unit Site's allocated interests shall be reduced in proportion to the reduction in the size of the Unit Site, and (ii) the portion of the allocated interest divested from the partially acquired Unit Site shall automatically be reallocated

to that Unit Site and the remaining Unit Sites in proportion to their respective allocated interests, with the partially acquired Unit Site participating in the reallocation on the basis of its reduced allocated interests, provided, however, that each Unit Site shall continue to have one vote to permit equality among Unit Sites and shall continue to share equally in common expenses.

Section 9.3 Condemnation of Common Elements.

If part of the common elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act. Generally, the portion of the award attributable to the common elements taken shall be distributed to the Unit Site owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium, as determined by a court of competent jurisdiction, must be equally divided among the owners of the Unit Sites to which that limited common element was allocated at the time of acquisition in proportion to their interests in said common elements.

Section 9.4 Intervention.

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Site owners. Nothing contained in this Section or this Declaration, however, shall entitle any Unit Site owner or other person to priority over a first mortgagee of a Unit Site pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Unit Sites and/or common elements.

**ARTICLE X**

**GENERAL ADMINISTRATIVE PROVISIONS**

Section 10.1 Access and Support.

A. Each Unit Site includes a perpetual right of ingress and egress, provided, however, that the Association shall have the right at its option for security purposes to impose reasonable controls on persons entering the Condominium development, including a requirement that such persons stop and identify themselves and indicate their right to enter the Condominium development.

B. The Association, its agents and authorized employees, the Association and the managing agent and/or any other person authorized by the Association Board of Directors or shall have a right of access to any Unit Site and any limited common element as provided in the Condominium Act and the Association By-Laws. In case of emergency, such entry may be gained immediately whether or not the Unit Site owner is present at the time.

C. Each Unit Site and common element shall have an easement for support from every other Unit Site and common element.

#### Section 10.2 Encroachments.

To the extent that any Unit Site or common element encroaches on any other Unit Site or common element, a valid easement for the encroachment exists. This easement shall not relieve a Unit Site owner of liability in case of willful misconduct or for the construction of improvements outside of the Unit Site boundary.

#### Section 10.3 Use.

Each Unit Site may be used subject to all restrictions contained in any applicable rules and regulations of the Maine Land Use Planning Commission, this Declaration, the By-Laws of the Association, and the rules and regulations of the Association, all as amended from time to time. The Unit Sites are restricted to residential use, provided that the Declarant may use the Property in the exercise of development rights and as provided in ARTICLE V of this Declaration. Other reasonable temporary nonresidential uses may be permitted in the discretion of the Board of Directors of the Association.

#### Section 10.4 Pets.

No pets or animals with a weight in excess of 100 pounds shall be permitted on the Property at any time. The Association shall have the power to further regulate the keeping of pets and animals under the By-Laws or rules and regulations of the Association as promulgated or amended from time to time, and may expel any offending pets and animals from the Property. In any event, all pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any Unit Site. Pets and animals shall not be permitted outside of a Unit Site except on a leash attended by a responsible person or under the voice command of a responsible person.

**ARTICLE XI**  
**RIGHTS OF MORTGAGEES**

**Section 11.1 Filing and Notice.**

Any first mortgagee of a Unit Site may file a request with the Secretary of the Association identifying itself as a first mortgage holder and the Unit Site number of its mortgage with the Association by United States mail, return receipt requested or by delivery in hand securing a receipt therefor and shall thereby become an "Eligible Mortgage Holder." After the filing of the request by the Eligible Mortgage Holder, the Board, pursuant to the provisions of 33 M.R.S. §1602-119(b), shall cause notice to be sent to the Eligible Mortgage Holders of any one or more of the following events affecting a mortgaged Unit Site, if so requested:

A. Default in the payment of monthly common charges, assessments, service charges, or other amounts due the Association which continues for sixty (60) days or as required by the Condominium Act;

B. Default or violation of the Condominium documents, or any proceedings by the Association relating thereto;

C. The expiration or material modification of insurance required to be maintained under the Declaration or By-Laws of the Association;

D. A change in the management agent or manager employed by the Association;

E. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

F. Termination of the Condominium;

G. Change in the allocated interest of Unit Site voting rights, a change in Unit Site boundaries or the subdivision of a Unit Site;

H. The merger or consolidation of the Condominium with another condominium;

I. The conveyance or subjection to a security interest of any portion of the common elements;

J. The use of any hazard insurance proceeds maintained by the Association for other than repair or restoration of the Property; and

K. Such other events specified in the Condominium Act.

If, in said request to the Association forwarded by an Eligible Mortgage Holder, the



mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is reasonably available to the Association.

Section 11.2 Material Amendments.

For a material amendment to the Declaration but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least fifty-one percent (51%) of the votes of Unit Sites subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following is considered material:

- A. Voting rights in the Association;
- B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;
- C. Reserves for maintenance, repair and replacement of common elements;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of allocated interests in the common elements or limited common elements or rights to their use;
- F. Boundaries of any Unit Site, including the partition or subdivision of a Unit Site;
- G. Convertibility of Unit Sites into common elements or vice versa;
- H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or fidelity bonds;
- J. Leasing of Unit Sites;
- K. Imposition of any restrictions on a Unit Site owner's right to sell or transfer his or her Unit Site;
- L. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- M. Restoration or repair of the project (after damage or destruction, or partial taking by



eminent domain or condemnation) in a manner other than that specified in the Declaration;

N. Any action to terminate the Condominium after substantial damage, destruction or condemnation occurs;

O. Any provision of this Declaration which expressly benefits mortgage holders, insurers or guarantors; or

P. Any provisions of this ARTICLE XI.

Notwithstanding anything to the contrary contained herein, when Unit Site owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Unit Sites subject to mortgages held by Eligible Mortgage Holders must agree.

If an addition or amendment is not considered by the Association as a material change, such as the correction of a technical error or the clarification of a statement, approval shall be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Section 11.3 Records.

A mortgagee and each Unit Site owner may examine the books, records and accounts of the Association at reasonable times. Any Eligible Mortgage Holder may request an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant at the Eligible Mortgage Holder's expense.

Section 11.4 Dispositions by Mortgagees.

In the event that the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit Site, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit Site acquired under the procedures set forth above.

**ARTICLE XII**

**ASSESSMENT FOR COMMON CHARGES AND SERVICE CHARGES.**

### Section 12.1 Creation of Assessments.

Each Unit Site is subject to a lien in favor of the Association for the unpaid common charges, interest and costs of collection as provided in the Condominium Act and also is subject to a lien for service charges and penalties, interest and costs of collection as provided in the Declaration and the By-Laws. Such fund shall be a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold Unit Sites are sold.

In any event no later than sixty (60) days after the first Unit Site is conveyed, all Unit Site owners shall commence paying monthly common charges to the Association.

Within sixty (60) days of the conveyance of the first Unit Site, the Association shall establish and all Unit Site owners shall contribute to a working capital fund for the Association's operations, in an amount equal to at least two (2) months' anticipated common charges.

Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Units owned by the Declarant, the Declarant in its discretion may elect: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as a part of the Common Expenses or Limited Common Expenses for such year; or (b) to offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

### Section 12.2 Service Charges.

The Association shall have the express power to separately charge a Unit Site and the owner thereof for services rendered to that Unit Site by the Association. Such charges shall be a lien on the Unit Site with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and the By-Laws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration

constitutes record notice of the lien.

Service charges shall include, without limitation:

A. If a Unit Site owner, members of the Unit Site owner's family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the owner's Unit, or damages the common elements or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a service charge.

B. Fees, if any, which may be established by the Board of Directors for the consumption, use and maintenance of water, sewer, natural gas, cable television and/or other utility services and equipment. Likewise, utility services supplied to each Unit Site may be measured separately by such reasonable and uniform methods and systems established by the provider. The expense of utility services consumed and of equipment maintenance and repair and reasonable reserve allowances may also be calculated and assessed monthly as a service charge to each Unit Site. The expenses of capital improvements, major repairs or renovations to the water and sewer supply systems and the expense of water and sewer services for the common areas may be assessed as a common expense or as a service charge at the election of the Board of Directors.

C. Insurance premiums on improvements to Unit Sites installed by Unit Site owners and insured at the request of the Unit Site owner by the Association's hazard insurance carrier, if the Association makes such insurance coverage available.

### Section 12.3 Liability.

Multiple owners of a Unit Site shall each be jointly and severally liable with one another for all unpaid common charges, assessments, service charges, interest and costs of collection during their period of Unit Site ownership up to the time of the grant or conveyance. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser under a purchase and sale contract for a Unit Site may obtain, upon request and the payment of such fee as may be established from time to time by the Board of Directors, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the Unit Site as of the date of grant or conveyance and such other items required by the Condominium Act. The grantee shall not be

liable for, and the Unit Site conveyed shall not be subject to a lien for, any unpaid amounts due from the grantor before the statement, date in excess of the amount set forth in the statement except interest and costs of collection accruing thereafter.

Section 12.4 Budget.

The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by two-thirds (2/3) vote of all Unit Site owners, including the Declarant, within thirty (30) days from the Board of Director's adoption thereof, except that the Declarant shall not be responsible for any payments during the period of time Declarant completes the construction of all twenty-eight (28) Unit Spaces.

Section 12.5 Violations.

Any Unit Site owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the By-Laws or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the Unit Site owner, may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common elements not essential to access to the Unit Site, in addition to all other remedies available to the Board of Directors.

**ARTICLE XIII**

**MAINTENANCE AND REPAIR**

Section 13.1 Maintenance and Repair of Unit Sites.

A. Generally, the maintenance of the Unit Sites and limited common elements shall be allocated between the Unit Site owners and the Association in accordance with the Section 1603-107(a) of the Maine Condominium Act. Every owner shall perform promptly all maintenance and repair work on the owner's Unit Site, including all improvements to the Unit Site and all utility lines within the boundary of the Unit Site which if omitted would affect the Condominium in its entirety, the common elements, or other Unit Sites or would violate any requirement of the Maine Land Use Planning Commission, and the owner shall be expressly responsible for any damages or liabilities resulting from failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its

officers or manager shall have the right but not the obligation to enter the Unit Site and perform such maintenance or repair in the name of the owner; the Association, after notice to the owner and opportunity to be heard before the Board of Directors, shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment.

B. All the maintenance and repairs to the Unit Site and driveway/utility limited common elements shall be performed by and at the owner's expense.

C. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Board of Directors. No articles of personal property belonging to any Unit Site owners shall be stored in any portion of the common elements, except on a temporary basis primarily during arrival and departure from the Unit by an owner, guest or invitee.

D. No owner shall make any alterations to or connections with the water, electrical or sewage disposal systems without the prior written consent of the Board of Directors or its designee.

E. Each Unit Site shall deposit only ordinary household type waste in the sewerage system.

F. No Unit Site owner shall play or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set, or other electronic device in or outside a Unit Site between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation would be likely to disturb or annoy the occupants of any other Unit Site.

G. Unit Site owners shall regularly clean the interior of chimneys and flues servicing wood-burning fireplaces and other devices, if any; the Association may adopt regulations governing this requirement.

### Section 13.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the common elements, excluding the limited common elements (except as otherwise specifically provided herein) and shall establish reasonable reserves for such purposes. No Unit Site owner shall do any of the foregoing without the prior permission of said Board of Directors in each instance. Unit Site owners shall maintain the interiors of their Unit Sites and during the heating season

shall maintain a temperature of at least 50°F. No management contract may be for a term exceeding three (3) years and any such contract shall be terminable for cause upon thirty (30) days' notice. Any professional management contract entered into by the Association prior to the expiration of the period of Declarant control may be terminated without cause and without penalty at any time after the expiration of such control upon ninety (90) days' prior written notice.

### Section 13.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating buildings, drives, fences, sheds, pools, signs, canopies, antennas, clotheslines and any other structures or things which affect the appearance from the exterior of the buildings, in addition to the requirements established under any rules, regulations or conditions of approval of the Maine Land Use Planning Commission. Unit Site owners shall not construct, install, use or erect anything to alter the exterior of the Unit, except as permitted by the rules and regulations of the Association and in accordance with any applicable requirements of the Maine Land Use Planning Commission.

### Section 13.4 Preservation of Property.

No Unit Site owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board of Directors of the Association or any condition of approval or the rules and regulations of the Maine Land Use Planning Commission.

### Section 13.5 Liability for Damage.

Each Unit Site owner shall be liable for the expense of maintenance, repair or replacement of any damage to the common elements or to another Unit Site caused by such Unit Site owner's act, neglect or carelessness or by that of any member of such Unit Site owner's family, or such Unit Site owner's guests, customers, licensees, employees, agents, contractors, lessees, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit Site or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Site owner.



**ARTICLE XIV**

**DELEGATION OF RESPONSIBILITIES**

**Section 14.1 Delegable Functions.**

Notwithstanding anything to the contrary contained herein, the Association may delegate the following functions and responsibilities to a retained professional property management company or property management agent:

- A. maintenance and repair of common elements;
- B. maintenance and repair of limited common elements;
- C. maintenance of insurance as more specifically set out in ARTICLE VI; and
- D. such other functions as may be approved by the Directors and members of the Association.

**Section 14.2 Procedure.**

Any or all of the functions and responsibilities set out in Section 14.1 above may be delegated by the Association to the property management company or property management agent upon:

- A. the majority vote of the Board of Directors approving such delegation; and
- B. the majority vote of all Unit Site owners approving such delegation.

Such delegation becomes effective on the first of the month immediately following both affirmative votes as aforesaid.

**Section 14.3 Revocation of Delegation.**

Any functions or responsibilities delegated by the Association to the property management company or property management agent may be re-delegated to the Association upon:

- A. the majority vote of the Board of Directors approving such re-delegation to the Association; and
- B. the majority vote of all Unit Site owners approving such re-delegation to the Association.

Re-delegation becomes effective on the first of the month immediately following both affirmative votes as aforesaid.

**ARTICLE XV**  
**ASSOCIATION**

**Section 15.1 Owners' Association and By-Laws.**

Each Unit Site owner and/or owners shall be a member of the Association, being nonprofit and non-stock corporations organized under the laws of the State of Maine. Membership shall be appurtenant to the Unit Sites, and the transfer of title to a Unit Site shall automatically transfer the membership appurtenant to that Unit Site to the transferee or transferees. A mortgage, however, shall not transfer either membership until foreclosure or sale in lieu of foreclosure. The By-Laws of the Association are attached hereto as Exhibit C. The Association shall have all the powers set forth in the By-Laws as if fully set forth herein.

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.1 Interpretation.**

In the event of any conflict or discrepancy between this Declaration and the Plans, this Declaration shall govern. In the event of any conflict between this Declaration, the Association By-Laws and rules and regulations and conditions of approval of the Maine Land Use Planning Commission, the requirements of the Maine Land Use Planning Commission shall control.

**Section 16.2 Conflict.**

If any provision of this Declaration, the By-Laws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the By-Laws and said rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

**Section 16.3 General Provisions.**

A. 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.

B. 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.

C. 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 which may occur.

Section 16.4 Disputed Application.

Any dispute or disagreement between Unit Site owners with respect to interpretation or application of this Declaration or the By-Laws or rules and regulations of the Association shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Section 16.5 Invalidity.

If any term, covenant, provision, phrase or other element of this Declaration, the By-Laws, any deed to a Unit Site, or the rules and regulations 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.

Section 16.6 Lease and Rentals.

The By-Laws may provide for the regulation of leasing and rental of Unit Sites.

Section 16.7 Arbitration.

In any dispute between one or more Unit Site owners and the Declarant regarding the common area, the Board of Directors shall act for the Unit Site owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Site owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Site owners on the other hand, arising out of or relating to, this Declaration, the By-Laws, or the deed to any Unit Site or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principles of law and equity.

**ARTICLE XVII**

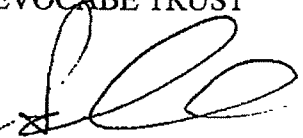
**NOTICES**

Any notice required or given pursuant to this Declaration to the Association or to any Unit Site owner may be delivered to any Association director or officer or to such Unit Site owner, as the case may be, either in person or by delivering it to the owner's Unit Site by mail or by hand, or as otherwise permitted by the By-Laws.

**IN WITNESS WHEREOF**, the Declarant has caused this Declaration to be executed as of May 8<sup>th</sup>, 2015.

**DECLARANT**

THE RANGELEY PLANTATION  
IRREVOCABLE TRUST

By   
Scott P. Lalumiere,  
Its Sole Trustee

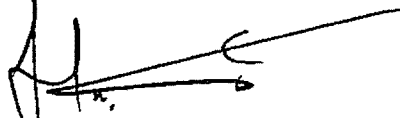
STATE OF MAINE

Anda Scroggin, ss.

May 8, 2015

Personally appeared the above-named Scott P. Lalumiere in his said capacity and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of The Rangeley Plantation Irrevocable Trust.

Before me,



\_\_\_\_\_  
Notary Public / Maine Attorney

Frank K. M. Chawndoy  
(Printed Name)

**LIST OF EXHIBITS TO DECLARATION**

- EXHIBIT A    Legal Description of the Property
- EXHIBIT B    Unit Sites and Appurtenant Interests
- EXHIBIT C    By-Laws of Niboban Camps Condominium Association
- EXHIBIT D    Specific Land Use Restrictions Required by the Maine Land Use  
                  Planning Commission
- EXHIBIT E    Maine Land Use Planning Commission approval and permit dated  
                  December 16, 2014

## EXHIBIT A TO DECLARATION

### Property Description

A certain lot or parcel of land situated in Rangeley Plantation, Franklin County, Maine bounded on the north by Rangeley Lake and on the south by South Shore Road, more particularly bounded and described as follows, to wit:

Beginning on the north sideline of South Shore Road at a property monument (a "P.M.") located 191.00 feet at N 84° 44' 06" W along the north sideline of South Shore Road from a P.M. located at the southwest corner of land of Richard & Catherine Townsend which road frontage is a south line of Parcel B of Rangeley Plantation Irrevocable Trust as shown on "Subdivision Plan, Niboban Camps, South Shore Road, Rangeley Plantation, Maine" by Kiser Engineering & Development Consulting, dated 24 Dec. 2014 to be recorded in the Franklin County Registry of Deeds, thence;

Westerly along the north sideline of South Shore Road by the following courses: (1) Westerly for 318.49 feet along a curve to the left of radius 5,762.65 feet to an unmonumented point of tangency, (2) N 87° 54' 06" W for 890.50 feet to an unmonumented point of curvature, (3) Westerly for 573.57 feet along a curve to the left of radius 988.37 feet to an unmonumented point of tangency, (4) S 58° 50' 54" W for 271.28 feet to a P.M. at the east corner of land of Rangeley Lakes Heritage Trust, Inc., thence;

N 24° 52' 59" W for 1,119.98 feet along a northeast line of said Trust land to a P.M., thence;

N 65° 07' 01" E for 40.00 feet along a southeast line of said Trust land to a P.M., thence;

N 24° 52' 59" W for 150.00 feet along a northeast line of said Trust land to a P.M., thence;

N 24° 52' 59" W for 5.00 feet to the high water mark of Rangeley Lake, thence;

Easterly for 2,150 feet, more or less, along the high water mark of Rangeley Lake, to a P.M. on the west line of said Parcel B located 2,070.50 feet at S 85° 58' 41" E from the last-mentioned P.M., thence;

S 04° 24' 59" W for 278.34 feet along a west line of said Parcel B to a P.M., thence;

S 13° 46' 20" E for 120.73 feet along a west line of said Parcel B to a P.M.,  
thence;

S 84° 44' 06" E for 320.98 feet along a south line of said Parcel B to a P.M.,  
thence;

S 14° 06' 33" E for 381.85 feet along a west line of said Parcel B to the point of  
beginning.

Bearings are referenced to Magnetic North: January, 1993.

Hereby describing a parcel of 45.0 acres, more or less, which is part of land  
conveyed to S. C. Noyes & Company by deed recorded in Book 1781, Page 289 of the  
Franklin County Registry of Deeds.

Also conveying any right the grantor may have to land lying between the high  
water mark and low water mark of Rangeley Lake bounded on the east and west by the  
above-described east and west lines extended to the low water mark.

**EXHIBIT B TO DECLARATION  
NIBOBAN CAMPS, A MAINE CONDOMINIUM**

**Unit Sites and Appurtenant Interests**

<u>Unit #</u>	<u>Votes</u>	<u>Initial % Interest in Common Elements</u>	<u>Initial % Liability For Common Expenses</u>
1	1	3.5714285	3.5714285
2	1	3.5714285	3.5714285
3	1	3.5714285	3.5714285
4	1	3.5714285	3.5714285
5	1	3.5714285	3.5714285
6	1	3.5714285	3.5714285
7	1	3.5714285	3.5714285
8	1	3.5714285	3.5714285
9	1	3.5714285	3.5714285
10	1	3.5714285	3.5714285
11	1	3.5714285	3.5714285
12	1	3.5714285	3.5714285
13	1	3.5714285	3.5714285
14	1	3.5714285	3.5714285
15	1	3.5714285	3.5714285
16	1	3.5714285	3.5714285
17	1	3.5714285	3.5714285
18	1	3.5714285	3.5714285
19	1	3.5714285	3.5714285
20	1	3.5714285	3.5714285
21	1	3.5714285	3.5714285
22	1	3.5714285	3.5714285
23	1	3.5714285	3.5714285
24	1	3.5714285	3.5714285
25	1	3.5714285	3.5714285
26	1	3.5714285	3.5714285
27	1	3.5714285	3.5714285
28	1	3.5714285	3.5714285
<b>Total:</b>	<b>28</b>	<b>99.999998*</b>	<b>99.999998*</b>

\$70,560

\*Section 1602-107(d) of the Maine Condominium Act provides that "except for minor variations due to rounding, the sum of the undivided interests in the common elements and common expense liabilities allocated at any time to all the units shall each equal one if stated as fractions or 100% if stated as percentages."

**EXHIBIT C TO DECLARATION**

**BYLAWS  
of  
NIBOBAN CAMPS CONDOMINIUM ASSOCIATION**

**ARTICLE I. CREATION AND APPLICATION**

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as Niboban Camps, a Maine Condominium located on or about South Shore Drive, Rangeley Plantation, Maine as shown on certain plans to be recorded in the Franklin County Registry of Deeds including easements, rights and appurtenances belong thereto (the "Property") to the Declaration of Condominium, as recorded or to be recorded in the Franklin County Registry of Deeds (the "Declaration"). The name of the corporation is "Niboban Camps Condominium Association" (the "Association").

The term "Property" as used herein shall include the original Property and all other property from time to time later submitted to the Declaration by Scott P. Lalumiere, in his capacity as Trustee of the Rangeley Plantation Irrevocable Trust, a Maine non-grantor trust (the "Grantor") including easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith submitted to or governed by the Declaration. The term "Unit" or "Unit Sites" shall mean the condominium units within the Property now or hereafter created. "Owner" shall mean the owner of a Unit on or at the Property.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, agents and customers, and any other persons who may use the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at the Property.

**ARTICLE II. PURPOSES AND POWERS OF THE ASSOCIATION**

Section 2.1 Purposes. The purposes of the Association are to establish an association of Unit Owners for the government, operation and maintenance of the Property under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Non-Profit Corporation Act (the "Act") all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:



- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from Owners;
- C. Hire and terminate managers and other employees, agents, and independent contractors to the extent permitted by the Declaration;
- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or Two (2) or more Owners on matters affecting the Property (including without limitation the power to enforce the Declaration, the Plan and these Bylaws) and the Association shall be deemed to be the attorney in fact of each Owner for such purposes;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of the Property under common use and/or control, including without limitation the roads, pathways, ponds, recreational area, view and conservation easements, drainage and sewer systems etc. but always subject to the Declaration;
- G. Cause additional improvements to be made as a part of the Property subject to the restrictions set forth herein and in the Declaration;
- H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- I. Grant easements, leases and licenses for public utilities servicing or benefiting the Property through or over the premises owned by the Association or as provided by the Declaration or as now or hereafter duly granted to the Association by recorded instrument;
- J. Impose and receive payments, fees, or charges for the use, rental, or operation of common facilities and easements located on the Property, including without limitation those shown on the Plan and/or as established under the Declaration;
- K. Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments;
- M. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

N. Exercise any other powers, rights and authority conferred by Declaration or Bylaws;

O. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Property and exercise such powers on behalf of the Association, subject to the terms of these Bylaws and the Declaration.

Section 2.3 Non-Profit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

### **ARTICLE III. ASSOCIATION OF OWNERS.**

Section 3.1 Membership. The members shall consist exclusively of all Owners of Units in the Property now or hereafter created in accordance with the Declaration. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of an Owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Unit accomplished in accordance with the Declaration, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest not therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting. Meetings of the members shall be held annually each successive year on the date set by the Directors of the Association. The annual meeting and any special meetings shall be held at the principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of Fifty percent (50%) or more in interest of the Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment, any budget charges and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as

set forth below and to each Eligible Mortgage Holders if and as required by the Declaration:

- A. By hand delivering it to him, or
- B. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association, or
- C. By sending it via electronic mail at the mail address registered by the Owner.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business. The order of business at all meetings of the members shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the members or of the Board of Directors, Roberts' Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or Declaration as the case may be shall prevail.

Section 3.8 Quorum. The presence at the beginning of any meeting of the Association, in person or by proxy of Owners whose aggregate voting interest constitutes more than Forty percent (40%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, partnership, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or its name, which ownership shall be determined from the records of the Franklin County Registry of Deeds, shall be a member of the Association, and either, in person or by proxy.

B. Multiple Owners of a Unit shall be deemed one Owner. If only one of the multiple Owners of a Unit is present in person or by proxy at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is presumed to be a majority agreement if any one of the multiple Owners present casts the votes allocated to that Unit unless any of the other Owners of the Unit promptly protests to the person presiding over the meeting.

C. Upon the creation of a Unit and the commencement of its renovation or improvement if any, each Unit shall have one vote in the Association, provided however that in the Declaration may provide pursuant to 33 M.R.S. Section 1602-120(e) that the voting rights of all Unit Owners may be exercised by the Board of Directors of the Association. Each Unit shall have one vote in the Association.

D. Votes may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one person, each Owner may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person residing over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate Eleven (11) months after its date, unless it specifies a shorter term.

E. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he shall satisfy the secretary that he so holds the Unit.

E. The Grantor may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each Unit shall have a single vote. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

#### **ARTICLE IV. BOARD OF DIRECTORS.**

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors appointed by the Grantor. Upon the sale of 50% of the Units, the Unit Owner members shall elect three (3) directors, all of which one shall have a term of one (1) year; a majority of such directors shall be the Owner or the spouse of an Owner of a Unit, or if a Unit Owner is a corporation, partnership, trust or estate, then a designated agent thereof. Upon the sale of 75% of the total number of Units which Grantor may create, the Unit Owner members shall elect two (2) directors, which shall have a term of one (1) year; a majority of such directors shall be the Owner or the spouse of a Unit Owner, or if a Unit Owner is a corporation, partnership, trust or estate, then a designated agent thereof. After the expiration of said initial terms, the terms shall then be two (2) years each. The number of directors may be changed by amendment to the Bylaws with the consent of 75% of the Unit Owner members. Provided however that in the declaration of the Condominium as amended from time to time may provide pursuant to 33 M.R.S. Section 1602-120(e) the voting rights of all Unit Owners may be exercised by the board of directors of the Association.

Section 4.2 Election and Term of Office. All directors shall be elected for a term of one year each. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of One (1) year; provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically reserved to the members.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board of Directors shall be

responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Property, the Association's property and the common facilities, including the maintenance, repair and replacement thereof in a manner consistent with the Declaration;
- C. Determination and collection of assessments, and service charges from the Owners and the regulation of its fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of common areas and facilities and for contingencies, including without limitation those reserves required by the Declaration.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Property, including without limitation the common areas, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies. A vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the expiration of the Grantor Control Period shall be filled by vote of the members. Vacancies in the Board of Directors prior to the expiration of the term of a director caused by any other reason shall be filled by vote of the other directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by the members who elected the director with or without cause. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final. Any director elected by the Grantor may be removed by the Grantor at any time, with or without cause.

Section 4.8 Compensation. No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place; no further



notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his Unit, or by telephone, or by electronic mail at least Ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on Ten (10) days' notice to each Director, given personally or by delivery to his Unit, or by telephone, or by electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of Two (2) or more Directors.

Section 4.12 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum. At all meetings of the Board of Directors, at the presence of at least three directors, with at least one director present from each class of Unit Owner members if such separate classes exist, at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

## **ARTICLE V. OFFICERS.**

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be necessary.

Section 5.2 Election of Officers. The principal officers of the Association shall be elected

annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers. Upon a majority vote of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Board of Directors.

Section 5.5 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary. The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor. The members may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to Declaration. The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

## **ARTICLE VI. FISCAL AFFAIRS AND ADMINISTRATION.**

Section 6.1 Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within Ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by Owners, mortgagees and their duly authorized agents and accountants at reasonable times.



Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within Thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- 1) Management and administration expenses;
- 2) The cost of operation, repairs, maintenance, replacement, and improvements of common areas and facilities benefiting the Property in a manner consistent with the Declaration;
- 3) The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;
- 4) The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common areas and facilities the Association maintains, all to be held in a segregated fund in a Maine financial institution; and
- 5) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted, the members shall continue to pay that monthly amount which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of assessments due, but each member shall pay his assessment promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of assessments without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, times a fraction equal to one divided by the number of all Units subject to the Declaration which are members of the Association. Each member shall become liable to the Association, and a lien shall arise against his Unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common charges in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.

Section 6.3 Revised and Special Assessments. If at any time the Board shall determine the amount of the common charges to be inadequate, whether by reason of a revision in its estimate

Section 6.10 Title. Every Owner shall promptly record in the Franklin County Registry of Deeds the deed, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.11 Insurance.

A. The Association shall maintain, to the extent reasonably available:

1) Property insurance on the common areas and facilities insuring against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall as near as is practicable to 100% of the replacement cost (unless the Board of Directors elect a higher level of coverage), exclusive of land, excavations, foundations and other items normally excluded from property policies, but with such deductible as determined by the Board of Directors but not to exceed the lesser of \$10,000 or 1% of the policy face amount;

2) Comprehensive general liability insurance including bodily injury, property damage and medical payments insurance and for claims related to employment contracts to which the Association is a party, in an amount determined by the Board of Directors but at least \$1,000,000.00 for any single occurrence covering all occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the common facilities and all other areas under the supervision or control of the Association;

3) Such other insurance as the Board of Directors of the Association may determine is appropriate.

The Board of Directors shall require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than 3 months common charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association.

B. Insurance policies carried pursuant to Subsection (A) shall provide:

1) An Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common facilities or membership in the Association;

2) The insurer waives its right to subrogation under the policy against any Owner or members of his household;

3) No act or omission by any insured will be a defense to recovery under the policy;  
and

of expenses or income, the Board may adopt and deliver to the members at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common charges shall be determined and paid on the basis of such revision.

The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each and Unit unless approved by the members, which shall be due and payable when delivered to the members.

Section 6.4 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.5 Capital Improvements. The approval of 2/3 of the members collectively, either directly or through the approval of the Board of Directors/Executive Board(s) representing such Units collectively as such Board(s) may determine, shall be required to make a capital improvement to the common facilities in an amount in excess of Thirty-five (35%) of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all Owners as an assessment.

Section 6.6 Use. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations.

Section 6.7 Enforcement of Declaration and Bylaws. Every Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such Owner or any occupant of such Unit.

Section 6.8 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and common facilities of the Property, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Property as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit and shall be binding upon all members of the Association and all persons present on the Property.

Section 6.9 Restrictions. As an amendment to these Bylaws and subject to the Declaration (which shall control in event of any conflict), the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Units and the use of common facilities designed to prevent unreasonable interference with the use and enjoyment of the Property.

4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property covered by the Association's policy, the Association's policy is primary insurance not contributing with the other insurance.

C. All insurance policies shall provide that the named insured is "Niboban Camps Condominium Association, for the use and benefit of the individual owners." Any loss covered by the property policy under subsection (A) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to the Association in trust for Unit Owners, mortgagees and lien holders.

D. Unit Owners shall not be prohibited from obtaining insurance for their own benefit; provided nonetheless that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Board of Directors shall not be affected or diminished by such additional insurance obtained by any Owner.

F. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(i) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(ii) Eighty (80%) of the members vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense; funds to cover the deductible amount shall be included in the Association's reserve account budget.

In the event of a claim under any insurance maintained by the Association, the Board of Directors shall designate one or more persons to adjust the loss or otherwise negotiate with the insurer.

It shall be the responsibility of each Unit Owner to procure adequate insurance covering the buildings and improvements on or at his Unit.

## **ARTICLE VII. SALE OR OTHER TRANSFERS**

**Section 7.1 Binding Effect.** All subsequent sales, leases or other transfers of a Unit by an Owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Association.

**Section 7.2 Liability for Assessments, Etc.** In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and service charges, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or proposed purchaser under a purchase and sale contract

upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and service charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and service charges arising before the statement date in excess of the amount therein set forth.

### **ARTICLE VIII. EXECUTION OF INSTRUMENTS.**

**Section 8.1 Instruments Generally.** All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

### **ARTICLE IX. GENERAL ADMINISTRATION**

**Section 9.1 Easements, Etc.** The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services and utilities to the Property owned by the Association and under the roads and reserved easements as shown on the Plans pursuant to the Declaration as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the common facilities, the Units or for the preservation of the health, safety, convenience and welfare of the Owners of the individual Units upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Unit without the written consent of the Owners thereof except as provided in the Declaration or reserved in the deed for such Unit and that no such easement shall materially impair the use and enjoyment of the Property.

**Section 9.2 Utility Services.** The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the Owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the common facilities or from any sewer, drain, ditch, pond, stream, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the common facilities. No set-off, diminution or abatement of assessments for common expenses or service charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

**ARTICLE X. LIABILITY OF DIRECTORS AND OFFICERS.**

Section 10.1 Exculpation. No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

**ARTICLE XI. BYLAWS.**

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Seventy-Five percent (75%) or more of the members of the Association at a meeting duly called for the purpose, PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Declaration.

Section 11.2 Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration, the latter shall govern and apply.



**EXHIBIT D TO DECLARATION**

**Maine Land Use Planning Commission Restrictions on Undeveloped Areas**

Unless the Association or any successors or assigns, obtains the prior written approval of the Maine Land Use Planning Commission, the Undeveloped Areas must remain undeveloped in perpetuity. To maintain the ability of the Undeveloped Area to assist in filtering and absorbing stormwater, and to maintain compliance with the Maine Land Use Planning Commission permit associated with the Property's development, the use of the Undeveloped Area is hereinafter limited as follows:

General restrictions within the Undeveloped Area are as follows:

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Undeveloped Area nor may the topography or the natural mineral soil of the Undeveloped Area be altered or manipulated in any way;
- b. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Area, except for a sign or fence;
- c. Motorized vehicles shall not be used in the Area unless an established snow cover exists that will prevent disturbance of the soil cover or for the implementation of permitted uses.

Non-Wooded areas within the Undeveloped Area are limited to the following:

- a. A dense cover of grassy vegetation must be maintained over the Undeveloped Area, except that shrubs, trees and other woody vegetation may also be planted or allowed to grow.
- b. The Undeveloped Area may not be maintained as a lawn or used as a pasture. Mowing of the area is restricted to twice a year.

Wooded areas within the Undeveloped Area are limited to the following:

- a. There shall be not purposefully created cleared opening and an even distribution of trees shall be maintained.

Evenly Distributed Stand of Trees is defined as maintaining a score of 12 in any 25'x 25' square area. Points are assigned based on tree diameter at 4 1/2' above ground level as follows:

Diameter	Points
----------	--------

2" to 4"	1
4" to 12"	2
>12"	4

- b. Activity within the Area shall be conducted so as to prevent disturbance of the forest floor, leaf litter and vegetation less than 4' in height. If disturbance results in the exposure of mineral soil the disturbed area shall be covered, stabilized and/or revegetated within 48 hours to avoid soil erosion.
- c. Removal of vegetation less than 4' in height is limited to what is necessary to provide a 6' winding path through the Area. The path must remain stable without erosion.
- d. Pruning of live branches is permitted to a height of 12' above the ground level provided the top 2/3's of the tree's canopy is maintained. Dead branches may be removed.
- e. Dead and diseased trees may be removed. If a cleared area is created no further vegetation removal is permitted.
- f. Commercial wood harvesting may be undertaken provided a harvesting plan, prepared by a licensed forester, complies with the even distribution of trees and any applicable standards specified under item g. The plan must be approved by Maine Land Use Planning Commission.
- g. Wooded areas within the Undeveloped Area within 100 feet of the normal high water mark of Rangeley Lake, 75 feet of the normal high water mark of streams and/or the right-of-way of South Shore Drive are limited to the following additional standards:
  - 1) No more than 40 percent of the total basal area of trees 4.0 inches or more in diameter, measured at 4 ½ feet above ground level, may be removed in any ten (10) year period.
  - 2) If removal of dead and diseased trees in accordance with Item e results in a cleared opening greater than 250 square feet as measured from the outer limits of the tree crown such cleared opening shall be replanted with native tree species.

Any activity on or use of the Area inconsistent with the purpose of these restrictions is prohibited. Any future alterations or changes in use of the Area must receive prior approval in writing from the Maine Land Use Planning Commission. The Maine Land Use Planning Commission may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability or if adequate and appropriate alternative means of stormwater control and treatment are provided.



**EXHIBIT E TO DECLARATION**  
**(MLUPC Subdivision / Site Plan Permit)**



PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
LAND USE PLANNING COMMISSION  
22 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0022

WALTER E. WHITCOMB  
COMMISSIONER

NICHOLAS D. LIVESAY  
EXECUTIVE DIRECTOR

# PERMIT

## SUBDIVISION PERMIT SP 4097

The Maine Land Use Planning Commission, through its staff, after reviewing the application and supporting documents submitted by for Subdivision Permit SP 4097, finds the following facts:

1. Applicant: Rangeley Plantation Irrevocable Trust  
PO Box 770  
Rangeley, ME 04970
2. Date of Completed Application: December 16, 2014
3. Location of Proposal: Rangeley Plantation, Franklin County  
Lot #5 on Rangeley Plantation Tax Map 06
4. Parcel Size: 45.0 Acres (Owned)
5. Zoning: (D-GN) General Development Subdistrict
6. Existing Development: Main Lodge w/Attached Decks (23 ft. by 41 ft.) (to be used as a community building)

Cedar Lane Camps (all to be converted to condominium units)

- Camp IX (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)
- Camp X (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)
- Camp XI (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)
- Camp XII (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)  
w/ Ramp (5.5 ft. by 28 ft.)

Lower Way Camps (all to be converted to condominium units)

- Camp I (24 ft. by 28 ft.)

PHONE: 207-287-2631

18 ELKINS LANE, HARLOW BUILDING  
[www.maine.gov/acf](http://www.maine.gov/acf)

FAX: 207-287-7439

w/ Enclosed Porch (8 ft. by 24 ft.)

Camp II (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)

Camp III (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)

Camp IV (24 ft. by 28 ft.)  
w/ Enclosed Porch (8 ft. by 24 ft.)

Siding Camp (18 ft. by 20 ft.)  
w/ Porch (8 ft. by 18 ft.) (to be converted to a condominium unit)

Permanent Home w/Attached Garage (36.5ft. by 92 ft.) (to be converted to a condominium unit)

Shed (6 ft. by 8 ft.)

Deck (8 ft. by 12 ft.)

7. Proposed Development: Eighteen Proposed Condominium Units  
(Each to be 24 ft. by 36 ft. with an 8 ft. by 24 ft. porch)
8. Sewage Disposal: One Existing Combined System  
Three Existing Combined Systems to be Expanded and/or add Aeration Tank  
Three New Combined Systems
9. Affected Waterbodies: Rangeley Lake and Unnamed Stream

The Commission has identified Rangeley Lake as a resource class 1A, management class 4, accessible, developed lake with outstanding fisheries, scenic, physical, and cultural resources, and significant wildlife, shoreline and botanical resources.

### Background

10. The subject property was originally developed with a commercial sporting camp in the 1800's. The sporting camp was operated into the 1980's, and then utilized as a private residence and farm until 1996 when the owner at the time passed away. S.C. Noyes and Company (hereinafter "Noyes") acquired the subject lot in August of 1998, with the lot being approximately 59 acres at that time.
11. Development Permit DP 4526, issued to Noyes in February of 2000, authorized the establishment of a commercial sporting camp complex to be known as "Niboban Camps." Permitted structures for the sporting camp included a main lodge, and thirteen individual cabins to be known as the Cedar Lane Camps (four cabins), the Lower Way Camps (four cabins), the Ethelwald Camps (four cabins), and the Siding Camp. Condition #11 of Development Permit DP 4526 stipulated that the subject lot not be further divided without the prior review and approval of the Commission and the Maine Bureau of Parks and Lands.
12. Amendments A through C to Development Permit DP 4526 were issued to Noyes from 2001 to 2003 authorizing various changes to the permitted structures and operation of the facility, and the construction of a permanent home at the facility.

13. The sporting camp as constructed includes the permitted main lodge, permanent home with attached garage, the Cedar Lane Camps (four cabins), the Lower Way Camps (four cabins), and the Siding Camp, for a total of nine cabins. The permitted Ethelwald Camps were not constructed. There are four interior access roads: the main road, "Niboban Camp Road," and four secondary roads being "Woody's Way," "Cedar Lane," and "Lower Way."

There are four existing combined sewage disposal systems installed at the project site: three to serve the nine cabins, and a fourth system to serve the home. Water is supplied to the existing structures by three existing drilled wells.

14. In accordance with Condition #11 of Development Permit DP 4526, Amendment D to Development Permit DP 4526, issued to Noyes in September of 2012, authorized the transfer of an approximately 8 acre lot out of the west end of its parcel to the Rangeley Lakes Heritage Trust (hereinafter "RLHT"). Noyes subsequently transferred the lot to RLHT on October 25, 2012, as authorized under Amendment D. The lot retained by Noyes was 50.7 acres in size.
15. In July of 2014, the applicant acquired the remaining 50.7 acre lot with the sporting camp complex retained by Noyes after the transfer of the RLHT lot.
16. Amendment E to Development Permit DP 4526, issued to the applicant in September of 2014, reflected its ownership of the subject property, and authorized the transfer of an approximately 5.7 acre undeveloped portion of its parcel, located on the east side of the original parcel. The lot authorized under Amendment E to Development Permit DP 4526 is currently under contract to be transferred to another party [reference: Building Permit Application BP 15314]. With this pending transfer of the lot authorized under Amendment E, the applicant retains an approximately 45 acre parcel with the existing development described in Findings of Fact #6 and #13 above. The applicant's retained lot has 2070 feet of frontage along Rangeley Lake.

#### Proposal

17. The applicant seeks approval to convert the existing sporting camp facility to a residential condominium development. The nine existing cabins and existing residence would all be converted to condominium units. The existing lodge would be converted to a community building for use by all the condominium unit owners. The applicant also proposes to construct 18 new condominium units for a total of 28 condominium units. Each condominium unit would be under individual ownership. The land and the remainder of the development at the project site would be owned and maintained in common through a proposed Niboban Camps Condominium Owners' Association. The common elements would include pedestrian paths, water access points, designated undeveloped land (land that would be part of the open space), roads, the community building, sewage disposal systems, utilities, and other infrastructure. The existing and proposed development, and associated infrastructure, are as shown on a preliminary subdivision plan (Exhibit D, sheet 1-3) as revised December 16, 2014 and a Condominium Plat, sheet 1-2, dated December 9, 2014.
18. The applicant proposes to expand two of the four existing sewage disposal systems and add aeration tanks to these systems, install an aeration tank for the third existing system, and install three new systems to accommodate the additional condominium units. No changes are proposed for the existing sewage disposal system for the home to be converted to a condominium unit. Maintenance of the sewage disposal systems would ultimately be the responsibility of the condominium owners' association.

19. The applicant also proposes to replace one of its existing drilled wells, keep the other two existing drilled wells and install two new drilled wells to supply the proposed condominium development. The applicant states that the flow rates for the two existing wells are 20 gallons per minute (gpm) and 50 gpm. It further states that the total maximum water usage for the proposed condominium development would be 6900 gallons per day (gpd) or 4.8 gpm. The applicant has submitted water quality testing data for the existing drilled wells indicating that the water supply is within the accepted limits for drinking water for nitrates, nitrites and coliform bacteria.
20. Access to the proposed residential subdivision would be via the existing South Shore Road, a public State maintained road, and existing private interior access roads known as Niboban Camp Road, Lower Way, Woody's Way, and Cedar Lane. The existing interior access roads range in widths of 15 to 25 feet. The applicant proposes to widen the travel surfaces of the interior roads as needed to attain the minimum travel surface widths as required by the Commission's standards discussed under Finding of Fact #45 below. The applicant also proposes to construct parking areas for some of the proposed new condominium units. For other new units parking is proposed to be provided in the driveway serving the unit. Maintenance of the roads, and community parking areas would ultimately be the responsibility of the condominium owners' association. Maintenance of driveways and parking areas for condominium units would be the responsibility of the individual unit owner(s) served by the driveway/parking area.
21. The proposed condominium units would be set back at least 25 feet from interior access roads. The three existing parking areas, serving the lodge, units #1 and #2, and units #3 and #4, front directly on Niboban Camp Road or a spur of this road, or Lower Way. The parking areas vary in size and accommodate 18 foot long parking spaces located 31, 8, and 0 feet, respectively, from the edge of the internal access road on which the parking area fronts. The average setback of the parking spaces within the parking areas is 13 feet from the internal road on which the parking area directly fronts. Additionally, Cedar Lane ends with an area used for parking. Similar to the existing parking areas, the proposed parking areas would front directly on an internal access road and accommodate parking spaces within these areas set back at least 13 feet from the abutting, interior access road. All proposed cabins and parking areas would be setback more than 15 feet from property boundary lines, at least 100 feet from the normal high water mark of Rangeley Lake, and at least 75 feet from the normal high water mark of the stream.
22. The applicant proposes to utilize four existing pedestrian paths to the shoreline, an existing pedestrian path along the shoreline and four existing access points at the shoreline of the lake to provide common lake access for all the unit owners.
23. The proposed construction for new development would not impact any wetlands at the project site, as delineated on the project site by Certified Soil Scientist Mark Hampton, and shown on the applicant's subdivision plan referenced under Finding of Fact #17 above.
24. The designated open space, including (a) delineated wetlands, (b) all areas within 100 feet of the normal high water mark of Rangeley Lake, and (c) undeveloped land within the "net developable shoreline: and "net developable land," would be owned and maintained by the proposed condominium association as discussed under Finding of Fact #58 below.
25. Solid waste would be disposed of via a private contractor as is currently done for the Niboban Camps Sporting Camp. The applicant submitted a letter from its contractor, Archie's Inc. confirming its ability to continue providing solid waste disposal for the proposed condominium development.

Site Conditions

26. An on-site Class B intensity soil survey of the project site, by Certified Soil Scientist Mark Hampton, dated August 27, 1999 was submitted as part of the application for the original Development Permit DP 4526 for the sporting camp complex, discussed under Finding of Fact #11 above. This survey was re-submitted as part of the current application. The survey identified the following soil types within the project area: Chesuncook, Telos and Monarda. No development is proposed on areas of Monarda soils. The areas of Chesuncook and Telos soils have 8 to 15 percent slopes.

Chesuncook and Telos soils with 8 to 15 percent slopes have a medium or high development potential rating for roads and dwellings under the Natural Resources Conservation Service's soil potential ratings.

On-site soils investigations submitted as part of the application indicate that there are sufficient areas of suitable soils on the subject lot for expansion of the existing sewage disposal systems, and installation of new sewage disposal systems, as discussed under Finding of Fact #18 above.

27. Wetlands were delineated at the project site by Mr. Hampton and are shown on the applicant's subdivision plan discussed under Finding of Fact #17 above.
28. Areas where the existing development is located, and the proposed development would be located, is largely cleared, and has historically been cleared since before 2001.

Review Criteria*Statutory Criteria*

29. Under the provisions of Title 12, section 685-B(4) of the Commission's Statutes, the Commission shall approve no application unless:
- A. Adequate technical and financial provision has been made for complying with the requirements of the State's air and water pollution control and other environmental laws, including minimum lot size laws, site location of development laws, and natural resource protection laws, and those standards and regulations adopted with respect thereto;
  - B. Adequate provision has been made for loading, parking and circulation of land, air and water traffic, in, on and from the site, and for assurance that the proposal will not cause congestion or unsafe conditions with respect to existing or proposed transportation arteries or methods;
  - C. Adequate provision has been made for fitting the proposal harmoniously into the existing natural environment in order to assure there will be no undue adverse effect on existing uses, scenic character, and natural and historic resources in the area likely to be affected by the proposal;
  - D. The proposal will not cause unreasonable soil erosion or reduction in the capacity of the land to absorb and hold water and suitable soils are available for a sewage disposal system if sewage is to be disposed on site; and
  - E. The proposal is otherwise in conformance with this chapter and the regulations, standards and plans adopted pursuant thereto.

*Zoning*

30. Rangeley Plantation is a prospectively zoned area included in the Prospective Zoning Plan for the Rangeley Lakes Region, adopted by the Commission on November 1, 2000, and effective January 1, 2001.
31. Under the provisions of Section 10.21,C,3,c(21) of the Commission's Land Use Districts and Standards, residential subdivisions are an allowed use within the (D-GN) General Development Subdistrict upon issuance of a permit from the Commission, provided that the subdivision is for uses permitted in the subdistrict.
32. Under the provisions of Section 10.21,C,3,c(17) of the Commission's Land Use Districts and Standards, residential dwellings are an allowed use within the (D-GN) General Development Subdistrict upon issuance of a permit from the Commission.

*Subdivision, Cluster Development and Open Space*

33. Under the provisions of Section 10.02(197) of the Commission's Land Use Districts and Standards, the term "subdivision" includes the division, placement or construction of a structure or structures on a tract or parcel of land resulting in 3 or more dwelling units within a 5-year period.
34. Under the provisions of Section 10.02(26) of the Commission's Land Use Districts and Standards, "cluster development" is defined as: "A compact form of development that results in buildings being located in a group such that a significant amount of open space is preserved."
35. Section 10.25, Q,3 of the Commission's Land Use Districts and Standards specifies standards for the layout and design of subdivisions. These standards include:
  - A. Subdivisions shall be designed to harmoniously fit into the natural environment and shall cause no undue adverse impact on existing surrounding uses. When determining "harmonious fit," the Commission shall consider the existing character of the surrounding area, potential for conflict with surrounding uses, proposed driveway and roadway locations, and proposed lot sizes, among other factors.
  - B. Subdivisions shall be designed to avoid the linear placement of lots and driveways along roadways or shorelines. To the extent practicable, subdivision lots shall be placed so as to create a distinct community center or expand an existing neighborhood, as long as the expansion is no further than 1,320 feet from the center of the existing neighborhood. Where such development is not practicable, lots shall be configured in such a manner so that groups of lots are separated by at least 500 feet of undeveloped land and the lots within a group do not extend more than 1,320 feet along any roadway or shoreline.
  - C. To the extent practicable, subdivisions shall be designed to reduce the number of driveway access points onto roadways through the utilization of shared driveways and interior roads. Notwithstanding Section 10.26,C, the Commission may reduce the minimum road frontage for individual lots within subdivisions with shared driveways by up to 50 percent, as long as the Commission finds that reducing road frontage will not adversely affect resources or existing uses or that reducing road frontage will prevent the loss of important natural features.



D. Building envelopes shall be marked and identified on the subdivision plat for each proposed lot in accordance with the following requirements:

- (1) Building envelopes shall identify all areas within each subdivision lot where structural development may occur;
- (2) Building envelopes shall be arranged to conform with the minimum water body, road and property line setback and maximum lot coverage requirements, as provided in Section 10.26; and
- (3) Where practicable, building envelopes shall be arranged so as to avoid the placement of structures and driveways along ridge lines, on agricultural land, wetlands, slopes greater than 15%, or any other important topographic and natural features.

36. Section 10.25,R of the Commission's Land Use Districts and Standards specifies standards for cluster development. Under the provisions of Section 10.25,R,1, the cluster development standards under this Section must be met for all subdivisions located within 250 feet of the normal high water mark of a Management Class 4 or 5 lake. Under the provisions of Section 10.25,R,2:

A. Cluster subdivisions shall provide for a reasonable balance between development and conservation. Specifically, cluster subdivisions shall reserve no more than 50% of net developable land for development and, within shorefront subdivisions, shall reserve no more than 50% of net developable shore frontage for development.

(1) For the purposes of this section, "net developable land" is the area of a parcel which, as determined by the Commission, is suitable for development. The area shall be calculated by subtracting the following from the total acreage of the parcel:

- (a) Portions of the parcel subject to rights-of-way and easements for vehicular traffic; and
- (b) Unbuildable land which includes, without limitation, land that has a low or very low soil potential rating, in accordance with Section 10.25,G, or contains sensitive areas such as slopes exceeding 15%, water bodies or wetlands.

(2) For the purposes of this section, "net developable shorefront" is land that:

- (a) Meets the minimum water body setback requirements of Section 10.26,D;
- (b) Does not have a low or very low soil potential rating, in accordance with Section 10.25,G; and
- (c) Contains land area at least 40,000 contiguous square feet in size that is not comprised of sensitive areas such as slopes exceeding 15%, water bodies or wetlands.

B. Cluster subdivisions shall be designed to protect developable land as open space through (1) clusters of dwellings on commonly-owned land; (2) creation of individual lots with reduced lot size, reduced road frontage or, within shorefront subdivisions, reduced shore frontage as permitted under these rules; or (3) a decrease in the number of individual lots that meet dimensional requirements.

C. Open space within cluster subdivisions shall be preserved and maintained in accordance with Section 10.25,S.

- D. The Commission may reduce lot size, road frontage, or shore frontage for individual dwellings or lots in a cluster development, provided that, in the aggregate, dimensional requirements are met within the development.
- E. Notwithstanding Section 10.25,R,2,d, the Commission may waive the provision that dimensional requirements for individual dwellings or lots in a cluster development be met, in the aggregate, where the following conditions are satisfied:
- (1) Dimensional requirements, in the aggregate, are not waived by more than 50%;
  - (2) Site conditions are suitable for more concentrated development on some portions of a site and such concentrated development will not adversely affect resources; and
  - (3) The specific benefits afforded by the cluster approach will prevent the loss of or enhance the conservation of important natural features.
- F. No individual lot or dwelling unit for which road frontage has been reduced shall have direct vehicular access onto an existing roadway, unless the individual lot or dwelling unit uses a shared driveway.
37. Section 10.25,S of the Commission's Land Use Districts and Standards specifies standards for preservation and management of land area designated as open space, including the following provisions:
- A. *Preservation and Maintenance of Open Space.* Open space may be owned, preserved and maintained as required by this section, by any of the following mechanisms or combinations thereof, listed in order of preference, upon approval by the Commission:
1. Conveyance of open space to a qualified holder, as defined under Section 10.25,S,2.
  2. Dedication of development rights of open space to a qualified holder, as defined under Section 10.25,S,2 with ownership and maintenance remaining with the property owner or a lot owners association.
  3. Common ownership of open space by a lot owners association which prevents future structural development and subsequent subdivision of open space and assumes full responsibility for its maintenance.
  4. Any other mechanism that fully provides for the permanent protection or conservation of open space and that is acceptable to the Commission.
- B. *Qualified Holders.* The following entities are qualified to own, preserve and maintain open space:
- 1) "A governmental body empowered to hold an interest in real property under the laws of this State or the United States; or
  - 2) A nonprofit corporation or charitable trust, the purposes or powers of which include retaining or protecting the natural, scenic or open space values of real property; assuring the availability of real property for agricultural, forest, recreational or open space use; protecting natural resources; or maintaining or enhancing air or water quality or preserving the historical, architectural, archaeological or cultural aspects of real property." 33 M.R.S. § 476(2).
- C. Open space may be usable for low-intensity non-commercial recreation or for purposes intended to conserve land and preserve important natural features of the site. Uses within the open space

may be limited or controlled by the Commission at the time of approval, as necessary, to protect natural resources and adjacent land uses. Specifically, open space lots are subject to subdivision and other permit conditions prohibiting residential, commercial, industrial or other structures and uses.

- D. If any or all of the open space is to be reserved for common ownership by the residents of the subdivision, the bylaws of the proposed lot owners association shall specify responsibilities and methods for maintaining the open space and shall prohibit all residential, commercial, industrial or other structures and uses.
- E. Open space shall be dedicated as a separate lot of record with no further subdivision or conversion of use of that lot allowed. Such lot shall be shown on the subdivision plat with a notation thereof to indicate that no further subdivision or conversion of use is allowed.

#### *Conversion of recreational lodging facilities*

38. Under the provisions of Section 10.27,Q,6 , of the Commission's Land Use Districts and Standards, Pursuant to 12 M.R.S. § 685-B(1)(A), recreational lodging facilities may not be converted to another use without a permit issued by the Commission. Conversion may be permitted, provided the proposed use is allowed within the subdistrict and complies with all the applicable regulations. When the conversion is to a residential use, the following shall apply:

- A. The structures will comply with the provisions of Sections 10.11,B, C and D; and
- B. Any water dependent structures for recreational lodging facilities must be removed or relocated to a location conforming with the provisions of Section 10.26,D; and
- C. The lots and structures must comply with all applicable rules, including subdivision standards in Section 10.25,Q and Section 10.25,R.
- D. However, notwithstanding Section 10.27,Q,6,c, if the subdivision of the facility into individual lots would not meet the necessary subdivision design standards of Section 10.25,Q or Section 10.25,R, or the minimum lot standards, the Commission may permit the conversion of use provided that:
  - (1) the principal structures may be sold individually but shall be limited by deed restrictions to existing square footage of floor area or footprint;
  - (2) the lot must be commonly owned as a condominium lot;
  - (3) the conversion and related division shall meet the subdivision design standards to the greatest extent practicable; and
  - (4) in no case shall less than three principal structures be located on a commonly owned lot.

#### *Dimensional Requirements*

39. Under the provisions of Section 10.26, A, 1, of the Commission's Land Use Districts and Standards, the minimum lot size for residential uses is 40,000 square feet per dwelling unit where the dwelling is to be served by an on-site subsurface wastewater disposal system. Under the provisions of Sections 10.26,B and C, the minimum frontage requirements per dwelling unit on Rangeley Lake, streams and roads are 200 feet, 150 feet and 100 feet, respectively.

40. Under the provisions of Section 10.26,D,1 of the Commission's Land Use Districts and Standards, the minimum required setbacks for single family dwellings and associated parking areas are 100 feet from

the normal high water mark of Rangeley Lake, 75 feet from the normal high water mark of streams and the upland edge of P-WL1 wetlands, 50 feet from the traveled portion of roadways (public and private) and 15 feet from property boundary lines.

41. Section 10.26,D,5 of the Commission's Land Use Districts and Standards allows for flexible setbacks in prospectively zoned areas under certain circumstances. Under Section 10.26,D,5,a, building setback distances from roads for residential development in a (D-GN) General Development Subdistrict may be less than specified in Section 10.26,D,1 in order to meet prevailing setbacks on adjacent properties. The prevailing setback is the average setback of those principal and accessory structures on lots within 500 feet on either side of the subject parcel. These reduced setbacks will be granted where the existing character of an area will be maintained and provided that the reduction will not adversely impact public safety. The setbacks for parking areas are similar to those for residential structures. Section 10.26,D,1.
42. Under the provisions of Section 10.26,F,4 of the Commission's Land Use Districts and Standards, the maximum allowed height of structures within a (D-GN) General Development Subdistrict within a prospectively zoned area is 30 feet in areas within 500 feet of a Great Pond such as Rangeley Lake, and 35 feet in areas beyond 500 feet from the normal high water mark of a Great Pond.

#### *Vegetative buffering*

43. Section 10.27,B of the Commission's Land Use Districts and Standards specifies standards for clearing of vegetation for development, including a requirement to maintain vegetated buffers within 100 feet of Great Ponds such as Rangeley Lake.
44. Section 10.25,B of the Commission's Land Use Districts and Standards specifies review standards for development within prospectively zoned areas such as Rangeley Plantation. Section 10.25,B,2 specifies vegetative buffering standards including the following minimum required vegetative buffers within a (D-GN) General Development Subdistrict: 25 feet wide along roadways (public and private) and 15 feet wide along property boundary lines. Section 10.25,B,2,a requires that buffers be established for new development where existing wooded buffers do not exist. Under the provisions of Section 10.25,B,2,c, exceptions to the buffering requirements are allowed under certain circumstances, including when there is existing development where extensive clearing already exists at the time of adoption of prospective zoning in January 1, 2001.

#### *Vehicular circulation & parking*

45. Section 10.25,D of the Commission's Land Use Districts and Standards specifies standards for vehicular circulation, access and parking. Under the provisions of Section 10.25,D,4,a, "Class 1 Roadways" area generally appropriate for residential subdivisions with 15 or more lots, and "Class 2 Roadways" area generally appropriate for residential subdivisions with less than 15 lots. The specifications for a Class 1 roadway under Section 10.25,D,4,e include a minimum required travel surface width of 18 feet, or 14 feet with turnouts every 500 feet on average; and a maximum sustained grade of 10%. Under the provisions of Section 10.25,D,4,e, the specifications for a Class 2 roadway include a minimum required roadway surface width of 14 feet, or 8 feet with turnouts every 500 feet on average; and a maximum sustained grade of 15%.

#### *Phosphorus and Erosion & Sedimentation Control Plans*

46. Section 10.25,L of the Commission's Land Use Districts and Standards requires that for proposed subdivisions within the direct watershed of a Great Pond such as Rangeley Lake provisions be made to

limit the export of phosphorus from the site following completion of the subdivision so that the project will not exceed the allowable per-acre phosphorus allocation for the water body, determined by the Commission according to "Phosphorus Control in Lake Watersheds: A Technical Guide to Evaluating New Development" (Maine Department of Environmental Protection, 2008).

47. Section 10.25,M,3 of the Commission's Land Use Districts and Standards requires an erosion and sedimentation control plan for projects that would disturb more than one acre of land. This section specifies the requirements for an erosion and sedimentation control plan.

#### *Development within Shoreland Areas*

48. Under the provisions of Section 10.25,A of Commission's Land Use Districts and Standards, The standards set forth below must be met for all subdivisions and commercial, industrial, and other nonresidential structures and uses proposed on land adjacent to lakes. In applying the standards set forth below, the Commission shall consider all relevant information available including the Maine Wildlands Lake Assessment Findings, and relevant provisions of the Comprehensive Land Use Plan.

- 1) Natural and cultural resource values. The proposal will not adversely affect natural and cultural resource values identified as significant or outstanding in the Wildland Lakes Assessment (see Finding of Fact #9 above).
- 2) Water quality. The proposal will not, alone or in conjunction with other development, have an undue adverse impact on water quality;
- 3) Traditional uses. The proposal will not have an undue adverse impact on traditional uses, including without limitation, non-intensive public recreation, sporting camp operations, timber harvesting, and agriculture;
- 4) Regional diversity. The proposal will not substantially alter the diversity of lake-related uses afforded within the region in which the activity is proposed;
- 5) Natural character. Adequate provision has been made to maintain the natural character of shoreland;
- 6) Lake management goals. The proposal is consistent with the management intent of the affected lake's classification; and
- 7) Landowner equity. Where future development on a lake may be limited for water quality or other reasons, proposed development on each landownership does not exceed its proportionate share of total allowable development.

#### Site Visit

49. Commission staff visited the project site on November 7, 2014 with the Maine State Soil Scientist and the applicant's representative. The Maine State Soil Scientist's subsequent comments are discussed under Finding of Fact #54 below.

#### Review Agency Comments

50. The Maine Department of Inland Fisheries and Wildlife (MDIFW) comments that Rangeley Lake has a premier landlocked salmon fishery, and the lake also has American eel, a State Species of Special Concern. The MDIFW recommends that Best Management Practices be implemented to avoid erosion and sedimentation of the lake. The MDIFW also recommends that adequate vegetated riparian buffers should be maintained to protect lake water quality, and vegetation removal in the shoreland zone should not exceed the Commission's standards. The MDIFW states that it anticipates minimal effects to wildlife from the proposal.

51. The Maine Natural Areas Program states that it has no records of any rare or exemplary botanical features within the project area.
52. The Maine Historic Preservation Commission comments that, based on information provided by the applicant, no historic properties, as defined by Section 106 of the National Historic Preservation Act, would be affected by the proposal.
53. The Maine Department of Environmental Protection has reviewed the applicant's Phosphorus Management Plan revised December 9, 2014 and Phosphorus Plan Sheet Sheet 1-1, revised December 9, 2014 (Exhibit N of the application), and Details Sheet 3-3 revised December 9, 2014 (Exhibit D of the application) as discussed under Finding of Fact #62 below. The Department recommends approval of the proposal provided that the applicant complies with its phosphorus management plan. The Department further states that it is critical that the level spreaders be maintained properly. The Department also notes that there would be a remaining allocation of approximately 0.8 pounds of phosphorus per year for this site after the proposed development, and states that it is important that any future development proposals at the site not exceed the remaining allocation.
54. The Maine State Soil Scientist states that he has no objections to the proposed condominium development and that soils and site conditions at the project site are generally suitable for the proposed use. He recommends that stone drip edges be installed around the proposed new condominium units to receive roof runoff without causing erosion.
55. The Maine Department of Health and Human Services, Division of Environmental Health, comments that the proposed expansion of existing sewage disposal systems, and the installation of new sewage disposal systems to serve the proposed condominium development is adequate and complies with the Department's Subsurface Wastewater Disposal Rules.

Applicant's response to review criteria and comments

56. The applicant provided the following information in response to the Commission's statutory criteria for approval under the provisions of 12 M.R.S. § 685-B(4):
  - A. Regarding its technical and financial capacity to complete the project and comply with applicable laws and statutes, the applicant provided a budget for the project that estimates the total project cost at \$2,450,000. The applicant has submitted a letter of commitment from a financial institution agreeing, with conditions, to loan the applicant the full amount of the project cost. Furthermore, the applicant has hired Professional Engineer James Kiser to complete the application and assist the applicant during the permitting process. Mr. Kiser has submitted his resume and company profile documenting his extensive experience in development project design and management. The applicant also submitted a letter from one of its representatives, Perry Williams, stating that Mr. Williams has experience in planning, design, financing, construction, marketing and sales of over 160 housing units in Maine and New Hampshire.
  - B. Regarding provisions for traffic circulation and parking, the applicant has submitted a copy of its entrance permit from the Maine Department of Transportation authorizing the proposed change in use of its existing entrance onto South Shore Road. The applicant also proposes to provide two parking spaces for each proposed condominium unit. Lastly, the applicant states that the existing main interior access road, Niboban Camp Road, is subject to the Class 1 roadway standards under the provisions of Section 10.25,D of the Commission's Land Use Districts and Standards, and

existing interior secondary roads, Lower Way, Cedar Lane and Woody's Way are subject to the Class 2 roadway standards. The applicant states that existing interior access roads generally meet the applicable roadway standards, and those portions of existing roadways that do not meet the travel width standards of Section 10.26 will be widened as needed to attain those standards.

- C. In regards to fitting the proposal harmoniously into the existing natural environment and assuring that there will be no undue adverse effect on existing uses and resources, the applicant states that it anticipates the project would have minimal impact on scenic resources since existing vegetative buffers along the property's boundary lines and shoreline would minimize scenic impacts. The applicant further states that the proposal has been reviewed by the Maine Historic Preservation Commission, and that agency states that no historic resources would be impacted provided that no additional soil disturbance occurs within 50 meters of the shoreline. The applicant is not proposing any development in this area. Furthermore, the Maine Natural Areas Program and the Maine Department of Inland Fisheries & Wildlife also reviewed the proposal and state that the project is not located within any designated S1 or S2 (critically imperiled or imperiled) natural communities or near any significant wildlife habitat. The applicant also states that the proposed redevelopment of the sporting camp complex to residential use would maintain the existing character of the project site. Furthermore, the proposed conversion to residential use would be compatible with the existing use of the area surrounding the project site, being also primarily residential in nature.
- D. In regards to soil erosion and the suitability of soils at the site, the applicant has submitted an erosion and sedimentation control plan, Exhibit D, Sheet 3-3, revised December 9, 2014, for the proposed condominium development and associated new construction. The plan addresses measures to be employed before and during construction, and site stabilization after construction is completed. The plan also includes provisions for inspection and maintenance of erosion and sedimentation controls. The applicant states that it anticipates constructing 3-5 condominium units at a time, along with the sewage disposal system to serve those units, and thus it anticipates having no more than an acre of land area disturbed at any given time. Since the area of soil disturbance at any given time would be limited, it proposes that monitoring and inspections of erosion control measures be done by the applicant or its contractor, rather than by a professional engineer or certified contractor as specified under Section 10.25,M,4,a.
- E. In addition to the items above, the applicant addressed other standards and regulations of the Commission as discussed in Findings of Fact #57 to #65 below.

*Subdivision Design & Layout, Cluster Development and Open Space*

57. The applicant states that the proposed condominium development meets the subdivision design criteria of Section 10.25,Q,3 of the Commission's Land Use Districts and Standards as follows:

- A. The proposed residential condominium development would fit harmoniously into the natural environment, and not adversely affect surrounding uses and resources as described under Finding of Fact #56.C above.
- B. The applicant states that the proposed cluster development, by locating proposed new units along existing interior roads and proximate to the existing development avoids a linear pattern of development. The applicant states that the existing lake access points and lodge/community building would serve as community centers.
- C. The proposed residential condominium development would minimize the number of new



driveway entrances onto the existing interior roads, and shared driveways or parking areas would be utilized for half of the new proposed units. No new interior access roads, or entrances onto South Shore Road, would be constructed. Thus the entire development is a shared access development in regards to South Shore Road, the public road providing access to the project site.

D. Building envelopes have not been designated on the proposed subdivision plan given that the land is to remain under common ownership with only the condominium units to be under individual ownership. New individual lots are not proposed. The proposed subdivision plan specifies the locations of the existing and proposed condominium units, proposed and expanded sewage disposal systems, and wells so as to conform to applicable regulations and standards.

58. The applicant states that the proposed condominium development constitutes a cluster development as defined by the Commission under Section 10.02(26) of the Commission's Land Use Districts and Standards, and meeting the requirements of Section 10.25,R of the Commission's Standards. Based on its proposed subdivision plan, updated December 16, 2014, the applicant estimates that approximately 21.93 acres of its approximately 45 acre lot is developable land, as defined by the Commission under Section 10.25,R,2,a. Of the developable land, 3.7 acres is located within the shoreland zone, between 100 and 250 feet from the normal high water mark of Rangeley Lake; this land is the "net developable shorefront." 18.23 acres is back land, located more than 250 feet from the normal high water mark of Rangeley Lake; this land is the "net developable land" pursuant to 10.25,R,2,a. The remainder of the lot is not considered developable, in that it is located within the 100 foot minimum required setback from the lake and/or within wetlands.

The applicant proposes to develop a total of 1.77 acres within the net developable shorefront and 8.08 acres within the net developable land (i.e., the developable back land) with buildings, roads, parking areas, driveways, sewage disposal systems, utilities and other infrastructure. Accordingly, 1.93 acres of land within the net developable shorefront and 10.15 acres within the net developable land (the back land) would remain as undeveloped land and be maintained as open space. Therefore, within both areas less than 50 percent would be developed, in accordance with Section 10.25,R,2,a. In order to ensure that more than 50 percent of the net developable land and net developable shorefront are not developed, the applicant proposes to ensure that certain areas currently mowed and maintained as part of the developed area are managed as undeveloped land as part of the proposed subdivision and no longer mowed as lawn. (See Exhibit E of the proposed condominium declaration.)

59. The applicant states that the land area within the project site that is not to be developed, would be protected in accordance with the open space provisions of Section 10.25,S of the Commission's Land Use Districts and Standards. Specifically, the applicant proposes to transfer ownership of the open space land, including the undeveloped land within the net developable shorefront and net developable land, delineated wetlands, and areas within 100 feet of the normal high water mark of Rangeley Lake, along with the other common elements, to the proposed Niboban Camps Condominium Association. (See the proposed condominium declaration submitted as Exhibit S of its application.) Exhibit E of the proposed condominium declaration specifies the restrictions to be imposed on the undeveloped land to be reserved as open space including a prohibition against buildings and other structures except signs, utility poles or fences; and specifications for maintaining vegetated buffers in accordance with the MDEP's standards for phosphorus control.

*Dimensional Requirements*

60. The applicant seeks a reduction in the general road setback for the proposed parking areas under the provisions of Section 10.26,D,5 of the Commission's Land Use Districts and Standards. Parking area setbacks are treated the same as single-family residential dwelling setbacks. Section 10.26,D,1. The applicant states there are three existing parking areas, one each for the lodge, units #1 and #2, and units #3 and #4. The applicant's preliminary subdivision plan (dated Nov. 20, 2014 and updated Dec. 15, 2014) shows these parking areas directly front on Niboban Camp Road, a spur of this road, and Lower Way and that they are not set back from the existing internal road system. The plan also shows Cedar Lane ending with an area used for parking. Not including the road ending in an area used for parking, the applicant provided calculations showing that the prevailing setback of the parking spaces within the existing parking areas at the site is 13 feet, being the average setback of the spaces within the three existing parking areas. All new proposed parking areas similarly would front on an existing, internal access road and contain spaces set back at least 13 feet from the abutting interior road. This design is supported by the applicant based upon its depiction of the existing parking areas, calculation of the prevailing setback of the parking spaces within these areas, treating parking area setbacks similarly to their companion dwellings, and the provisions of Section 10.26,D,5,a. The applicant states that the requested reduction to the road setback for parking areas would maintain the existing character of the site, and would not impact public safety.
61. The applicant seeks a reduction in the minimum required setback of 50 feet for the proposed condominium units pursuant to the waiver provision under Section 10.25,R,2,E Commission's Land Use Districts and Standards of the Commission's Standards that provides for waiver of dimensional requirements up to 50 percent. Specifically, the applicant states that the proposed reduction in road setback is appropriate because the areas proposed for the new condominium units is suitable for more concentrated development since they are within and adjacent to the historically developed areas of the subject parcel, and concentrating the proposed new development within and adjacent to existing developed areas would protect wetland areas, preserve existing wooded areas, and allow the undeveloped area to remain undeveloped.

*Vehicular circulation & parking*

62. The applicant states that the existing interior roads comply with Section 10.25,D of the Commission's Land Use Districts and Standards regarding vehicular circulation, access and parking, as discussed under Finding of Fact #56.B above.

*Phosphorus and Erosion & Sedimentation Control Plans*

63. The applicant has submitted a Phosphorus Management Plan, dated September 9, 2014 and revised December 9, 2014 (Exhibit N of the application) for the proposed condominium development to address Section 10.25,L of the Commission's Land Use Districts and Standards. In its plan, the applicant calculated its phosphorus allocation based on 42.1 acres of land area (45 acre lot size minus 2 acres of pre-1980 developed impervious area minus 0.9 acres of NWI wetlands) and a per acre phosphorus allocation of 0.08 pound of phosphorus per acre per year, for a total allocation of 3.368 pounds of phosphorus per year for the project site. The applicant states that the currently proposed new development at the site would create an additional 1.0 acre of impervious area in addition to 7.2 acres of existing post-1980 impervious developed area for a total of 8.2 acres of impervious area. The applicant calculates the phosphorus export from the existing and proposed development, without treatment, would be 3.513 pounds of phosphorus per year at the project site. The applicant proposes to utilize wooded and meadow buffers as mitigating measures, with level spreaders to be used to direct

stormwater runoff as sheet flow to the buffers. The Details Sheet 3-3 as revised December 9, 2014 (Exhibit D of the application) shows details for the stone level spreaders. The applicant calculates that these mitigating measures would reduce the projected phosphorus export for the development site to 2.637 pounds of phosphorus per year, which would be below phosphorus allocation for the project site. The applicant has incorporated maintenance of the level spreaders into its proposed condominium declaration (Exhibit S of the application), with a revision dated December 9, 2014, to ensure that the level spreaders are maintained properly.

64. The applicant has submitted an erosion and sedimentation control plan to address the requirements of Section 10.25,M,3 of the Commission's Land Use Districts and Standards. The plan is by James R. Kiser, Professional Engineer, as revised December 9, 2014, 2014, and labelled Sheet 3-3 as part of Exhibit D of the application. The plan calls for the installation of silt fence, silt sox or hay bales downslope of work areas prior to construction, erosion control measures for stockpiled materials, stabilization measures for road ditches, methods for temporary and permanent soil stabilization, and protocols for inspections of erosion and sedimentation control measures and keeping records of inspections. The applicant states that the proposed condominium development would be constructed in phases of three to five units at a time along with the sewage disposal system designated to serve the units. It anticipates that no more than one acre of disturbed soils would be created at any given time.
65. The applicant states that the proposal meets the Commission's standards for development within the shoreland areas of lakes under the provisions of Section 10.25,A of Commission's Land Use Districts and Standards. Specifically, the applicant states that the proposal would not adversely affect the significant natural, cultural or scenic resource values identified for Rangeley Lake, as discussed under Finding of Fact #56.C above. Furthermore, erosion and sedimentation and phosphorus control measures would be implemented to protect the water quality of Rangeley Lake. Lastly, the proposed condominium development constitutes a cluster development as required for a Management Class 4 lake, such as Rangeley Lake.
66. The facts are otherwise as represented in Subdivision Permit Application SP 4097 and supporting documents.

Based upon the above Findings, the staff concludes that:

1. The applicant has demonstrated adequate technical and financial capacity to complete the proposal in compliance with the state's air and water pollution control laws and other applicable environmental laws. Specifically, the applicant has retained qualified professionals to design and implement the proposal, and the applicant's representative has extensive experience developing similar types of projects. The applicant's letter of commitment from a financial institution agreeing to loan the total amount of the project cost as estimated in the its budget demonstrates sufficient financial capacity to construct and maintain the proposed condominium development in accordance applicable laws and standards.
2. Adequate provision has been made for vehicular access and traffic circulation in that the existing interior access roads largely comply with the Commission's standards for Class 1 and 2 roadways under Section 10.25,D of the Commission's standards, and would fully comply once some limited sections of the existing roadways are widen to attain the applicable roadway classification. In addition, the applicant has provided for sufficient parking for each proposed unit, and the proposed community building, and has obtained an entrance permit from the Maine Department of Transportation for the proposed change in use.

3. The proposal would fit harmoniously into the existing natural environment and would have no undue adverse effect on existing uses, scenic character, and natural and historic resources in the area. Specifically, the proposal would have minimal scenic impacts since all proposed development would be of a similar scale and character as the existing development and would be located within and proximate to existing developed resources. Furthermore, existing vegetative buffers along the property's boundary lines and shoreline would minimize scenic impacts. Comments by the Maine Historic Preservation Commission and Maine Natural Areas Program indicate that the proposal would not have any adverse effects on historic resources or significant natural communities. In addition, the proposal would not have an undue adverse impact on Rangeley Lake provided that phosphorus mitigation measures and erosion and sedimentation controls are implemented as proposed by the applicant. Lastly, the proposed use of the facility for residential development is compatible with the existing residential use of the surrounding area.
4. The proposed residential subdivision will not cause unreasonable soil erosion or reduction in the capacity of the land to absorb and hold water, provided that the applicant implements its erosion and sedimentation control plan as proposed. Furthermore, the applicant has demonstrated that the soils within the project site are suitable for the proposed use and include sufficient areas of suitable soils accommodate the sewage disposal systems needed to serve the development.
5. The proposed residential subdivision otherwise conforms with the Commission's relevant regulations and standards, as follows:
  - A. The proposed conversion of the Niboban Sporting Camp to a residential condominium development may be allowed under the provisions of Section 10.27,Q,6 of the Commission's Land Use Districts and Standards in that:
    - 1) The proposed residential condominium unit development is an allowed use within the (D-GN) General Development Subdistrict upon issuance of a permit, and all existing structures will comply with the provisions of Sections 10.11,B,C, and D. Notably, no expansion or physical modification of the existing structures is proposed.
    - 2) There are no water dependent structures located on the subject property.
    - 3) The existing development proposed for conversion complies with the subdivision standards in Section 10.25,Q and Section 10.25,R. Notably, the eight shorefront cabins are clustered into two groups and in aggregate satisfy the minimum shore frontage requirement of 200 feet per dwelling and minimum lot size requirement of 40,000 square feet without need for the reductions available for qualifying cluster developments. Section 10.25,R,2,c and d. Additionally, provided the applicant complies with Condition #5 no more than 50 percent of the net developable shorefront will be developed. Section 10.25,R,2,a.
  - B. The proposed residential condominium development is consistent with the Commission's standards for subdivision layout and design under Section 10.26,Q,3 of the Commission's Land Use Districts and Standards. Specifically, the proposal would fit harmoniously into the natural environment and not adversely affect surrounding uses and resources as described under Conclusion #3 above. Furthermore, the proposed development, by incorporating new units within and proximate to existing development, avoids a linear pattern of development. In addition, the existing lodge to be converted to a community building would serve as a community center for the entire condominium development, and is located within 1,320 feet of all existing and proposed condominium units.
  - C. The proposal constitutes a cluster development as defined by the Commission, and is consistent with the Commission's standards regarding cluster development under Section 10.25,R of the

Commission's Land Use Districts and Standards, in that the applicant has demonstrated that the proposal would develop less than 50 percent of the net developable shoreline and net developable land at the project site as shown in its calculations described under Finding of Fact #58. Furthermore, the land designated to remain undeveloped would be owned and maintained by the proposed condominium owners' association, in accordance with the Commission's standards for the protection of open space under Section 10.25,S.

- D. The vegetative buffering requirements of Section 10.25,B,2,a of the Commission's Land Use Districts and Standards may be waived under Section 10.25,B,2,c(2) in that the project site was developed prior to the effective date of the Rangeley Plan in January of 2001 within an existing cleared area that also pre-dates the effective date of the Rangeley Plan.
  - E. The minimum road setback for the proposed parking areas may be reduced so that the areas directly front on an internal access road, as proposed by the applicant under the provisions of Section 10.26,D,5,a in that the applicant has demonstrated that this is the prevailing setback for the parking areas in the existing developed area, provided 18 foot deep parking spaces within these areas are at least 13 feet from the abutting internal road. Reducing the road setback for the proposed parking areas would maintain the existing character of the site, and would not impact public safety since the roads where the setback would be reduced are all private interior access roads with little or no possibility of ever becoming more heavily used public through roads.
  - F. The minimum road setback for the proposed new condominium units may be reduced to 25 feet under the provisions of Section 10.25,R,2,E of the Commission's Standards, being 50 percent of the of the 50 foot road setback required under the provisions of Section 10.26 of the Commission's Standards. The reduction in the road setback is consistent with the Commission's standards for cluster development since it would allow for more concentrated development within and adjacent to existing developed areas at the site, and therefore also protecting wetlands and existing wooded areas, and maintaining the existing undeveloped area within the shoreland zone of Rangeley Lake.
  - G. The proposal is consistent with the Commission's standards regarding open space under Section 10.25,S of the Commission's Land Use Districts and Standards in that the land not to be developed would be transferred to the proposed Niboban Camps Condominium Association and subject to appropriate restrictions regarding future development, provided that the condominium declaration is modified to exclude utility poles as allowed structures in the land designated not to be developed and included as open space. Furthermore, the proposed condominium association is a qualified holder of the proposed open space land under the provisions of Section 10.25,S,1,c.
  - H. The proposal meets the Commission's standards for development within the shoreland areas of lakes under the provisions of Section 10.25,A of Commission's Land Use Districts and Standards. Specifically, the proposal would not adversely affect the significant natural and cultural resource values identified for Rangeley Lake, as discussed under Conclusion #1 above; the water quality of Rangeley Lake would be adequately protected by the applicant's proposed erosion and sedimentation and phosphorus control measures; impacts to scenic and natural character would be minimal as discussed under Conclusion #1 above; and the proposal meets the criteria for a cluster development as required for a Management Class 4 lake, such as Rangeley Lake.
6. If carried out in compliance with the Conditions below, the proposal will meet the Criteria for Approval, Section 685-B(4) of the Commission's Statutes, 12 M.R.S.

**Therefore, the Commission, through its staff, approves the application of Rangeley Plantation Irrevocable Trust subject to the following conditions:**

1. The Standard Conditions (ver. 4/04), a copy of which is attached.
2. Deeds conveying approved condominium units must incorporate the language of the sample deed as submitted by the permittee as Exhibit R of its application and received November 3, 2014, a copy of which is attached as Appendix A.
3. The permittee must submit, for Commission review and approval, a final condominium declaration, including restrictions for the open space specified under Condition #5 below, language providing for maintenance of the level spreaders consistent with the permittee's revision to the declaration dated December 9, 2014, and a copy of this subdivision permit as an exhibit in the declaration. The final condominium declaration must also include a corrected numbering of exhibits, consistent with the declaration's list of exhibits on page 29 of the draft declaration.
4. The permittee must submit for Commission review, approval, and signature, a final plat for this subdivision that meets the Commission's specifications for subdivision plats and is acceptable for recording in the Registry of Deeds. The final plat must accurately show all existing and proposed condominium units and other structures, roads, utilities, driveways, parking areas, other infrastructure, pedestrian paths, common shorefront access points, required phosphorus buffers and mitigation measures, delineated wetlands, streams and the open space. General Note #9 of the final plat must be corrected to show the acreage of the "Total Cluster Development" as 21.93 acres.
5. The open space area, including (a) delineated wetlands, (b) all areas within 100 feet of the normal high water mark of Rangeley Lake, and (c) undeveloped land within the "net developable shorefront" and "net developable land," shall be designated on the final plat required under Condition #4 above. The open space area is subject to the provisions of Appendix B to this permit, and the following requirements:
  - A. It may not be further divided and a note regarding this restriction must be added to the final subdivision plan.
  - B. Residential, commercial or industrial uses or structures are not allowed. This restriction applies to utilities and utility poles and the draft condominium declaration must be modified to prohibit utilities and utility poles in the open space.
  - C. Non-wooded areas and wooded areas within the open space area must be maintained in accordance with the vegetation management standards attached as Appendix B to this permit. Non-wooded open space areas must not be mowed than 2 times per year. Wooded open space areas must not be cleared but vegetation may be managed in accordance with the standards in Appendix B.
  - D. The boundary between non-wooded areas within the open space area and the developed area must be clearly demarcated on the ground using permanent markers by July 1, 2015.
6. The permitted new condominium units shall not exceed 35 feet in height as measured from the mean original grade (prior to construction) adjacent to the condominium unit at the downhill side, to the highest point of the condominium unit, excluding chimneys, antennas and other structures having no floor area.

7. The permittee shall implement its erosion and sedimentation measures in accordance with its approved erosion and sedimentation control plan (Exhibit D of the application, Sheet 3-3, revised December 9, 2014). Records of inspections must be made available to Commission staff upon request. The maximum amount of disturbed soils allowed at any given time is 1 acre unless prior written permission is granted by the Commission to exceed this amount. Inspections of erosion and sedimentation control measures may be done by the applicant, or its designated representative or contractor, provided that the area of disturbed soils at any given time does not exceed 1 acre. The Commission reserves the right to require third party inspections of erosion and sedimentation measures should the permittee seek approval to disturb more than one acre of soils at a given time.
8. The travel surface of Niboban Camp Road from South Shore Road to the shared driveway for permitted condominium units #19 and #20 shall be widened as needed to attain the minimum required travel surface of 18 feet for a Class 1 roadway. The remainder of Niboban Camp Road, and all of Woody's Way, Cedar Lane and Lower Way shall be widened as needed to attain the minimum required travel surface of 14 feet for a Class 2 roadway. All necessary road widening shall be done by July 1, 2015. The permittee shall notify Commission staff when it has completed the necessary road widening so that a site inspection may be arranged.
9. All required structures for the permittee's approved phosphorus management plan, as shown on its phosphorus plan sheet 1-1 revised December 9, 2014, must be installed by July 1, 2015. The permittee shall notify Commission staff when it has completed the required phosphorus control structures so that a site inspection may be arranged.
10. All permitted condominium units, interior roads, driveways, parking areas, wells and sewage disposal systems must be constructed in the locations as shown on the subdivision plat as approved and signed by the Commission Director pursuant to Condition #4. All interior roads, driveways and parking areas must be constructed and maintained so that (a) they will not erode or create any undue restriction or disruption of existing surface water drainage ways and (b) they will divert runoff to a vegetated buffer strip so as to prevent it from directly entering a water body, mapped P-WL1 wetland or roadway.
11. Two weeks prior to commencing construction of permitted new condominium units and before the foundation is poured, the permittee must contact Commission staff and arrange a pre-construction site visit in order to confirm that the building site is in the permitted location and otherwise in compliance with permit conditions.
12. Prior to the sale or lease of any condominium unit the permittee must:
  - A. Record and cross-reference in the Franklin County Registry of Deeds this approved Subdivision Permit SP 4097 including Conditions of Approval, the final subdivision plat signed by the Director of the Commission, and the approved Declaration of Restrictive Covenants for the condominium units; and the Declaration of Open Space Restrictions for the land to remain undeveloped. Upon such recording of the permit, plat, and declarations, the permittee must promptly submit to the Commission a copy of the recorded plat; the book, page, and file numbers for the permit, plat and declarations; and the date of such recordings.
  - B. Obtain a Certificate of Compliance for this Subdivision Permit SP 4097 from the Commission for the unit(s) to be sold or leased. In order to obtain a Certificate of Compliance:

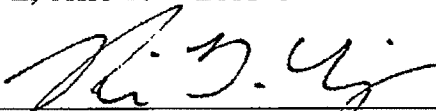


- 1) The final subdivision plat and condominium declaration must be approved by the Commission, the final plat must be signed by the Commission Director, and both approved documents must be filed at the Franklin County Registry of Deeds in compliance with Conditions #3, #4 and #5 above.
- 2) All condominium units must be built as authorized under this permit and as shown on the approved subdivision plat; the associated sewage disposal system and water supply must be installed and connected to the unit; and the associated parking areas constructed in accordance with the terms of this permit.
- 3) Interior roads must be widened and the phosphorus control measures installed in accordance with Conditions #8 and #9 above, prior to issuance of Certificates of Compliance for permitted new condominium units #10 - #27; and
- 4) All other applicable permit conditions have been met.

11. All conditions of Development Permit DP 4526 and subsequent amendments are superseded by the conditions of this permit.

This permit is approved only upon the above stated conditions and remains valid only if the permittee complies with all of these conditions. In addition, any person aggrieved by this decision of the staff may, within 30 days, request that the Commission review the decision.

DONE AND DATED AT AUGUSTA, MAINE, THIS 16<sup>TH</sup> DAY OF DECEMBER, 2014.

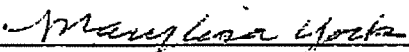
By:   
 Nicholas D. Livesay, Executive Director

STATE OF MAINE  
County of Kennebec, ss,

Date: 12/16/14

Personally appeared the above named Nicholas D. Livesay, in his capacity as Executive Director of the Land Use Planning Commission, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Land Use Planning Commission.

Before me,

  
 Mary York, Notary Public  
 My Commission expires: \_\_\_\_\_

MARYLISA YORK  
 Notary Public • State of Maine  
 My Commission Expires September 11, 2018



STATE OF MAINE  
 DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
 LAND USE PLANNING COMMISSION  
 22 STATE HOUSE STATION  
 AUGUSTA, MAINE 04333-0022

**STANDARD CONDITIONS OF APPROVAL FOR SUBDIVISION PERMITS**

1. This permit is dependent upon and limited to the proposal as set forth in the application, plan and supporting documents, except as modified by the Commission in granting this permit. Any variation therefrom is subject to the prior review and approval of the Maine Land Use Planning Commission. Any variation from the application or the conditions of approval undertaken without approval of the Commission constitutes a violation of Land Use Planning Commission law.
2. The recipient of this permit ("permittee") shall secure and comply with all applicable licenses, permits and authorizations of all federal, state and local agencies, including, but not limited to natural resources protection and air and water pollution regulations of the Maine Department of Environmental Protection and the Maine Department of Health and Human Services.
3. The permittee shall promptly submit all information requested by the Commission to demonstrate compliance with the terms and conditions of approval.
4. In the event the permittee should sell or lease this subdivision in its entirety, the buyer or lessee shall be provided a copy of the approved subdivision permit and advised of the conditions of approval. The new owner or lessee must contact the Land Use Planning Commission to have the permit transferred into their name to reflect any changes they propose from the original application and permit approval.
5. The permittee may not advertise Commission approval without first obtaining Commission approval for such advertising. Any such advertising shall refer to this permit only, if it also notes that the permit is subject to Conditions of Approval.
6. The scenic character and healthful condition of the area of the project covered by this permit must be maintained. The area must be kept free of litter, trash, junk cars, and any other materials that may constitute a hazardous or nuisance condition.
7. Before leasing, selling or entering into a contract for sale of any lot in the subdivision herein permitted, the permittee must provide a copy of this permit to the potential buyer or lessee and must indicate all of the conditions of approval. The permittee must also inform the potential buyer or lessee that no structure may be constructed or installed without first obtaining permit approval from the Maine Land Use Planning Commission. Failure to give such notice is a violation of this approval and the Commission may initiate appropriate enforcement action.
8. Development and limited construction activities permitted in this permit must be substantially started within two years of date of issue and substantially completed within five years from date of issuance of this permit. If such activities are not begun and completed within this time limitation, this permit shall lapse and no activities shall then occur unless and until a new permit has been granted by the Commission.
9. This subdivision permit authorizes **development and specified limited construction only**. No lots or other interests in the subdivision herein permitted shall be transferred until a **CERTIFICATE OF COMPLIANCE**, stating that the requirements and conditions of approval have been met, has been issued to the permittee. Once development and specified construction are complete, the permittee must notify the Commission so that the premises may be inspected and a **CERTIFICATE OF COMPLIANCE** issues.

*Administrative Policy Revised 4/04*

PHONE: 207-287-2631

18 ELKINS LANE, HARLOW BUILDING

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FAX: 207-287-7439

**NIBOBAN CAMPS, A MAINE CONDOMINIUM****CONDOMINIUM WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that, that **Scott P. Lalumiere**, in his capacity as Trustee of the **RANGELEY PLANTATION IRREVOCABLE TRUST**, a Maine non-grantor trust (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration paid to it by \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, whose mailing address is \_\_\_\_\_, [as joint tenants] (hereinafter collectively the "Grantee"), the receipt whereof he, in his said capacity, does acknowledge, does hereby **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the said Grantee, [his] [her][their][its] heirs and assigns forever, the following described real property:

Unit No. \_\_\_\_ (hereinafter referred to as the "Unit") of Niboban Camps, A Maine Condominium (hereinafter "Condominium") situated at Rangeley Plantation, County of Franklin and State of Maine, and more particularly described in the Declaration of Niboban Camps, A Maine Condominium, as recorded in the Franklin County Registry of Deeds on \_\_\_\_\_ in Book \_\_\_\_, Page \_\_\_\_ (hereinafter "Declaration"), and in the Plats and Plans incorporated into the Declaration and recorded in the Registry of Deeds on \_\_\_\_\_ in Plan Book \_\_\_\_, Pages \_\_\_\_ - \_\_\_\_ (hereinafter "Plats and Plans") by virtue of the recording of which Declaration, Plats and Plans the Grantor, as Declarant, created the Condominium pursuant to the Maine Condominium Act, Title 33 of the Maine Revised Statutes of 1964, as amended, Chapter 31, Section 1601-101 *et seq.*, as amended (hereinafter "Act");

**TOGETHER WITH** an undivided interest in the Common Elements of the Condominium, the liability for Common Expenses of the Condominium, and votes in the Association of Unit owners of the Condominium allocated to the Unit pursuant to the Declaration;

**TOGETHER WITH** the rights to use the Limited Common Elements allocated to the Unit as described, specified, and allocated pursuant to the Declaration allocated on the Plats and Plans to Unit No. \_\_\_\_ for the exclusive use by the Grantee, [his] [her][their][its] heirs and assigns;

**TOGETHER WITH** an easement in common with the owners of other units to use the Common Elements of the Condominium for purposes of ingress and egress in accordance with the Declaration and the exclusive rights and easement for the use, occupancy and enjoyment of the Unit;

**TOGETHER WITH** an easement in common with all other Unit owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving the Unit and located in any of the other Units;

**TOGETHER WITH** an easement, to the extent necessary, for structural and subjacent support over the Common Elements;

**TOGETHER WITH** all other rights, easements, rights of way, interests, Allocated Interests, privileges and appurtenances as more particularly described, located, defined, allocated, or referred to in the Declaration, the Plat and Plans, and the Bylaws described in the Declaration, all of which are incorporated herein by reference thereto;

**SUBJECT TO** the matters affecting title described in the Declaration and the Plats and Plans, including that certain [Limited Joinder] and [Mortgage and Security Agreement], [Consent] from [Name of Lender] dated \_\_\_\_\_ and recorded in said Registry in Book \_\_\_\_\_, Page \_\_\_\_\_, and the terms, conditions, covenants, agreements, easements and provisions of the Declaration and Bylaws as the same may be amended from time to time, which terms, conditions, covenants, agreements, easements and provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind the Grantee and any person having at any time any interest or estate in the Unit, as though such provision were recited and stipulated at length herein;

**SUBJECT TO** an easement in common with the owners of other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving the other units and located in the Unit;

**SUBJECT TO** current real estate taxes assessed against the Unit which the Grantee assumes and agrees to pay;

**SUBJECT ALSO TO** all Development Rights and Declarant Control reserved by the Grantor, as Declarant, in the Declaration, and also subject to all other rights reserved to the Grantor, as Declarant, in the Declaration to include those rights and restrictions respecting Open Space Buffer Zones and Related Rights;

**AND**, by the recording of or by acceptance of this deed the Grantee does accept and agree for the Grantee, and the heirs and assigns of the Grantee, to be bound by and subject to all of the provisions, terms, conditions, covenants, agreements, easements and provisions of the Act, the Declaration, the Bylaws and the Plats and Plans, as the same may be amended from time to time.

**TO HAVE AND TO HOLD**, the aforegranted and bargained premises with all privileges and appurtenances thereof to the said Grantee, [his] [her][their][its] heirs and assigns, to them and their use and behoove forever.

**AND**, the Grantor does covenant with the Grantee, their heirs and assigns, that the Grantor is lawfully seized in fee of the premises; that they are free of all encumbrances, except as aforesaid; that it has good right to sell and convey the same to said Grantee to hold as aforesaid; and that it and its successors and assigns will **WARRANT AND DEFEND** the

same to the said Grantee, their heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

**IN WITNESS WHEREOF**, the Grantor has duly executed this Warranty Deed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018

WITNESS:

Niboban on Rangeley Lake L.L.C

\_\_\_\_\_

By: \_\_\_\_\_  
Shawn Lyden (Managing Member)

STATE OF MAINE  
Cumberland, ss.

\_\_\_\_\_ .2018

Personally appeared the above named named Shawn P Lyden managing member Niboban on Rangeley Lake LLC and acknowledge the foregoing instrument to be his free act and deed in his said capacity the free act and deed of said Niboban on Rangeley Lake LLC.

Before me,

\_\_\_\_\_  
Notary Public / Attorney-at-Law

SUBDIVISION PERMIT SP 4097  
RANGELEY PLANTATION IRREVOCABLE TRUST

*APPENDIX B TO PERMIT*

Unless the Association or any successors or assigns, obtains the prior written approval of the Maine Land Use Planning Commission, the area reserved as Open Space – including (a) delineated wetlands, (b) all areas within 100 feet of the normal high water mark of Rangeley Lake, and (c) undeveloped land within the “net developable shorefront” and “net developable land” – must remain undeveloped in perpetuity. To maintain the ability of the Open Space to assist in filtering and absorbing stormwater, and to maintain compliance with the Maine Land Use Planning Commission permit associated with the Property’s development, the use of the Open Space is hereinafter limited as follows:

General restrictions within the Open Space are as follows:

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Open Space nor may the topography or the natural mineral soil of the Open Space be altered or manipulated in any way;
- b. No building or other temporary or permanent structure may be constructed, placed or permitted to remain in the Open Space, except for a sign or fence;
- c. Motorized vehicles shall not be used in the Open Space unless an established snow cover exists that will prevent disturbance of the soil cover or for the implementation of permitted uses.

Non-Wooded areas within the Open Space are limited to the following:

- a. A dense cover of grassy vegetation must be maintained over the Open Space, except that shrubs, trees and other woody vegetation may also be planted or allowed to grow.
- b. The Open Space may not be maintained as a lawn or used as a pasture. Mowing of the area is restricted to twice a year.

Wooded areas within the Open Space are limited to the following:

- a. There shall be not purposefully created cleared opening and an even distribution of trees shall be maintained.

Evenly Distributed Stand of Trees is defined as maintaining a score of 12 in any 25'x 25' square area. Points are assigned based on tree diameter at 4 1/2' above ground level as follows:

<u>Diameter</u>	<u>Points</u>
2" to 4"	1
4" to 12"	2
>12"	4

- b. Activity within the Open Space shall be conducted so as to prevent disturbance of the forest floor, leaf litter and vegetation less than 4' in height. If disturbance results in the exposure of mineral soil the disturbed area shall be covered, stabilized and/or revegetated within 48 hours to avoid soil erosion.
- c. Removal of vegetation less than 4' in height is limited to what is necessary to provide a 6' winding path through the Open Space. The path must remain stable without erosion.
- d. Pruning of live branches is permitted to a height of 12' above the ground level provided the top 2/3's of the tree's canopy is maintained. Dead branches may be removed.
- e. Dead and diseased trees may be removed. If a cleared area is created no further vegetation removal is permitted.
- f. Commercial wood harvesting may be undertaken provided a harvesting plan, prepared by a licensed forester, complies with the even distribution of trees and any applicable standards specified under item g. The plan must be approved by Maine Land Use Planning Commission.
- g. Wooded areas within the Open Space within 100 feet of the normal high water mark of Rangeley Lake, 75 feet of the normal high water mark of streams and/or the right-of-way of South Shore Drive are limited to the following additional standards:
- 1) No more than 40 percent of the total basal area of trees 4.0 inches or more in diameter, measured at 4 1/2 feet above ground level, may be removed in any ten (10) year period.
  - 2) If removal of dead and diseased trees in accordance with Item e results in a



cleared opening greater than 250 square feet as measured from the outer limits of the tree crown such cleared opening shall be replanted with native tree species.

Any activity on or use of the Open Space inconsistent with the purpose of these restrictions is prohibited. Any future alterations or changes in use of the Open Space must receive prior approval in writing from the Maine Land Use Planning Commission. The Maine Land Use Planning Commission may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability or if adequate and appropriate alternative means of stormwater control and treatment are provided.

FRANKLIN COUNTY  
*Susan O. Black*  
Register of Deeds

same to the said Grantee, their heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

**IN WITNESS WHEREOF**, the Grantor has duly executed this Warranty Deed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018

WITNESS:

Niboban on Rangeley Lake L.L.C

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By: \_\_\_\_\_  
Shawn Lyden (Managing Member)

STATE OF MAINE  
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\_\_\_\_\_.2018

Personally appeared the above named named Shawn P Lyden managing member Niboban on Rangeley Lake LLC and acknowledge the foregoing instrument to be his free act and deed in his said capacity the free act and deed of said Niboban on Rangeley Lake LLC.

Before me,

\_\_\_\_\_  
Notary Public / Attorney-at-Law