

Mary S. Build
PO Box 536
Naples, ME 04055
207-838-3548

April 12, 2019

Naples Planning Board
15 Village Green
Naples, Maine 04055

Dear Planning Board Members:

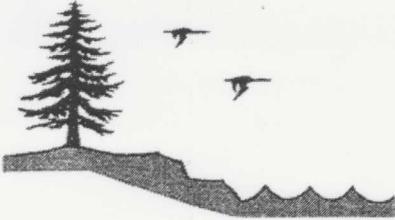
Attached please find an application to build a dock for more than 300 sq. ft. This dock will be a shared dock for Lot 8 on Map U-24. I would appreciate being able to get on the agenda for your May 7, 2019 meeting.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary S. Build".

Mary S. Build

Copies: 5



TOWN OF NAPLES

Shoreland Zoning Permit

P.O. Box 1757, Naples, Maine 04055
Phone: (207) 693-6364 / Fax: (207) 693-3667
www.townofnaples.org

Land Owner: Mary Build, + lot 5+6 Phone: 207-838-3548
Mailing Address: PO Box 536, Naples, ME 04055
Property Address: 33 Clubhouse Drive Map: U-24 Lot: 5+6+8 ^{Shared lot}
Agent (If not Land Owner): _____ Phone: _____
Address: _____

Lot Area (Shoreland Zoning portion only): N/A

Existing sq. footage of lot covered by non-vegetated surfaces: N/A

Percentage of existing non-vegetated surfaces area: N/A

Proposed sq. footage of lot to be covered by non-vegetated surfaces: N/A

Proposed new percentage of non-vegetated surfaces: N/A

(Cannot be more than 20% of lot area within the Shoreland Zone which is 250' from NHWL)

Is proposed construction within the 100-year floodplain? N/A

Height of proposed structure (See Shoreland Zoning Ordinance for Maximums): N/A

If construction is an expansion of a structure located within the required setback:

Existing sq. footage: 200 sq. ft. New sq. footage: 392 sq. ft.

Remainder of square footage for future expansion: N/A

Tree & vegetation removal (see Shoreland Zoning Ordinance for standards)

Other: More than 300 sq ft for shared dock

I certify that all information given in this application is accurate. All proposed uses shall be in conformance with this application and the Naples Shoreland Zoning Ordinance.

Signature: [Signature] Date: 4/12/19

This application is approved / denied.

Code Enforcement Officer _____ Date: _____

Conditions of approval and/or reason for denial:

This permit expires one (1) year from date of issuance. Note: Applicant is responsible for obtaining permits from State and Federal agencies, if applicable.

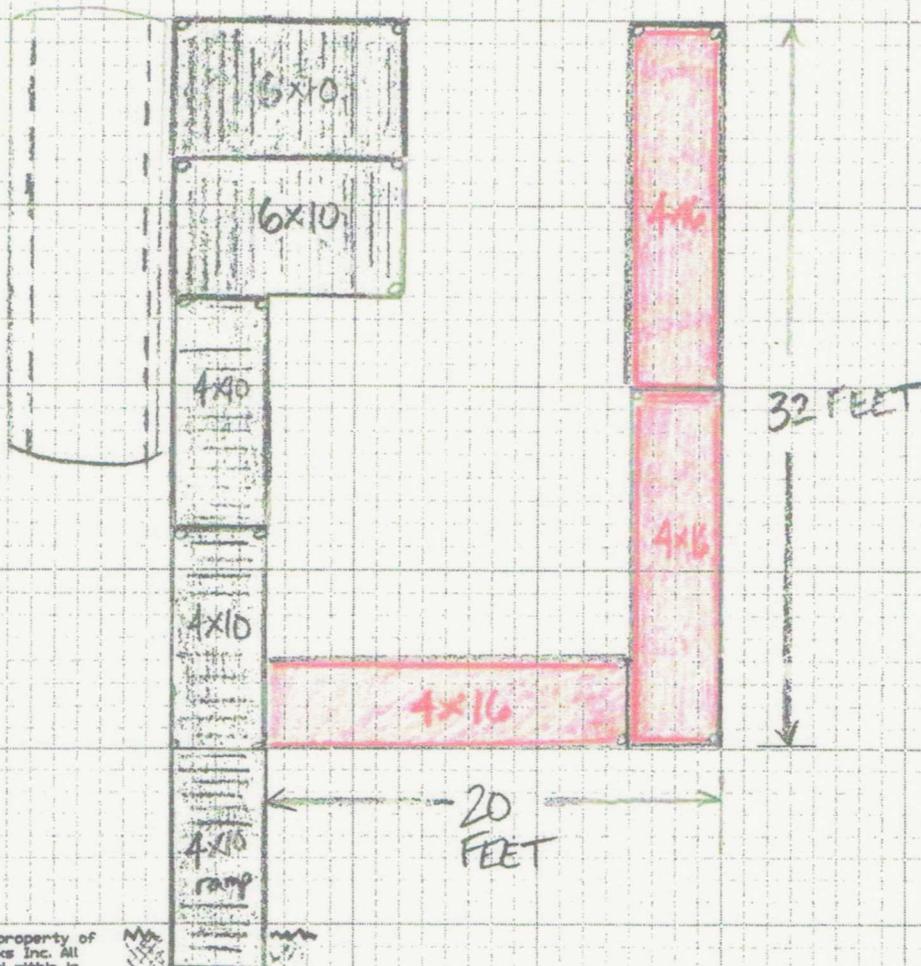
SHARED DOCK 04-11-19

62 FAIRWAY NAPLES

NORTH
←

□ — EXISTING DOCK
(200 sq ft)

■ — PROPOSED ADD
(192 sq ft)



This drawing is the property of Great Northern Docks Inc. All information contained within is proprietary and may not be used without expressed written consent.



FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,
RESTRICTIONS AND EASEMENTS OF
NAPLES GOLF & COUNTRY CLUB
(2009 FRONT NINE RECONFIGURATION AND EXPANSION PROJECT)

WITNESS THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTION, COVENANTS, RESERVATIONS, RESTRICTIONS AND COMMON EASEMENT dated August 6, 2009 and recorded in the Cumberland County Registry of Deeds in Book 27161, Page 111, with this First Amendment being made this ____ day of June, 2012, by NAPLES GOLF & COUNTRY CLUB, a Maine corporation with a principal place of business in Naples, Cumberland County, State of Maine, and the present owners of Lot 5 (being Naples Golf & Country Club), Lot 6 (being Naples Golf & Country Club), Lot 7 (being Daniel P. Craffey and Elizabeth A. Craffey, and Lot 8 (being Windham Excavating Co.) as described hereinafter and referred to as the "Declarant or Declarants".

WHEREAS, Declarants are the owners of a certain parcels of land to the easterly of, and/or adjacent to Routes 11 and 114 in Naples, County of Cumberland, State of Maine, which parcel is undergoing a reconfiguration of certain portions of the "Front Nine" holes, so-called, and a limited residential housing development - sale of lots for private residences- with said project having been duly approved by the State of Maine Department of Environmental Protection and the municipality of the Town of Naples - Planning Board (all as duly depicted on engineers plan of said project recorded, in Plan Book 208, Page 501), and any amendments or revisions thereto to be recorded, in the Cumberland County Registry of Deeds in Portland, Maine; and

WHEREAS, the Declarants desire to provide for the continued improvement of Naples Golf & Country Club and the residential parcels in accordance with a harmonious plan for the relative location of residential structures, garages, rights -of-way, easements, roads, limited common areas and general land use, all to assure the present owners and future purchasers of lots in the "Front Nine" area of Naples Golf & Country Club, their heirs and assigns owning such lots, that the use, benefit, and enjoyment of the individual lots, common amenities, facilities, easements and roads will not conflict with the overall harmonious plan; and

WHEREAS, the then Declarant, Naples Golf & Country Club created various residential areas within and abutting the "Front Nine" area of Naples Golf & Country Club providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and to the provisions of a homeowners association for the administration and enforcement of same, the maintenance and improvements of certain limited common areas and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the property and of each lot of the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other limited common facilities, and otherwise carrying out the functions of a homeowner's association and the provisions and objectives of the original Declaration and this First Amendment thereto.

NOW, THEREFORE, the Declarants hereby declares that this First Amendment is to have the same force and effect as does the original Declaration of Covenants, Reservations, Restrictions and Easements of Naples Golf & Country Club (2009 Front Nine Reconfiguration and Expansion Project) and as to the property shown and depicted on the above referenced Plan, shall be held, occupied and improved, transferred, sold, leased, and conveyed subject to the original protective covenants and restrictions and this First Amendment thereto, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual, equitable servitude upon each of the parcels in favor of each and all other parcels therein and to create reciprocal rights and other parcels therein and to create reciprocal rights with privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarants, and Declarants' grantees, successors, administrators, and assigns; and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarants' grantees, successors, administrators and assigns.

1. The changes and amendments to the original Declaration are as follows:

a.) Paragraph A - Permissions, **subparagraph 2 is deleted in total and replaced by the following:**

2. The right of the owners of lots 5, 6 and 8 to the use of a designated common area on the aforementioned plan for the purposes of access and egress to Brandy Pond as well as for the use of a common dock that may be erected within the bounds of said common area. That any common dock erected on the common area shall only be accomplished after any and all permits are received from the Town of Naples. After the construction of any such dock, subsequent maintenance, repair, annual removal and installation costs shall be borne equally between the lot owners of lots 5,6 and 8, if the owner of Lot 8 has joined in the construction of the common dock.

If the owner of Lot 8 has not joined in the construction of the common dock, but rather constructed an exclusive use dock as detailed below, the then owner of Lot 8 shall not be responsible for any maintenance, repair, installation, and/or removal costs with respect to the common dock. The owner of Lot 8 is granted the exclusive right to place and construct an exclusive use dock (for the owners and invitees of Lot 8 only) and shall be placed in a manner so as not to interfere with the placement of the common dock detailed above. Until such time as a common dock is installed on the shore of the common area, there is no restriction as to the location of the exclusive use dock. Should a common dock be constructed after the exclusive use dock is placed, then the common use dock's location shall be on a not to interfere basis with the exclusive use dock.

Reasonable signage indicating that the exclusive dock is for the use of the owners of Lot 8 is allowed, but shall not interfere with the rights of the other lot owners authorized to use the common area. The reservation for the placement of an exclusive dock shall also include the right to store the dock in the common area during the 'off season', but shall not interfere with the usage of the common area by the other authorized lot owners. The owner of Lot 8, when removing the dock from the waters of Brandy Pond shall, as much as reasonably possible, store the dock sections and its attendant hardware as close to the northerly sideline of the common area.

The common area may also be used for the parking of golf carts for the owners of lots 5, 6 and 8. The golf carts shall be for the limited purpose to commute between their respective lots and the common areas during the time periods said lot owners are using the common area or while they are recreationally boating. Lot owners also have the right to travel over the designated cart paths from the vicinity of their lots to the common area, or as otherwise designate travel lanes or paths as may be designated by the Naples Golf & Country Club consistent with the necessities of the course keeping in mind that travel on such paths or travel ways shall be on a non-interference basis taking into account any persons or groups utilizing the golf course while engaged in playing golf. Similarly, any usage of the common area shall be consistent with the non-interference of any persons playing golf on the adjacent fairway and green area of the "Front Nine" hole number four.

IN WITNESS THEREOF, the Declarants being, Naples Golf & Country Club (Lots 5 & 6), Windham Excavating Co. (Lot 8), and Daniel P. Craffey and Elizabeth A. Craffey (Lot 7) have caused this instrument to be executed on the _____ day of the month of June, 2012 by Allen Faraday, its President, on behalf of Naples Golf & Country Club; Richard E. Dyke, President thereunto duly authorized and by Daniel P. Craffey and Elizabeth A. Craffey.

WITNESS

Mary K Golipeau

S. Kiedler

all

NAPLES GOLF & COUNTRY CLUB

Allen Faraday
Allen Faraday, President

WINDHAM EXCAVATING, CO.

Richard E. Dyke
Richard E. Dyke, President

Daniel P. Craffley
Daniel P. Craffley

Elizabeth A. Craffley
Elizabeth A. Craffley

STATE OF MAINE
CUMBERLAND ss.

June 27, 2012

Personally appeared the above-named Allen Faraday, in his capacity as President of the Naples Golf & Country Club and affirmed and made oath that he signed this document in his capacity as President as his free act and deed.

Mary K Golipeau
Notary Public/Attorney at Law

MARY K. Golipeau
Printed Name:

My Commission Expires: April 5, 2016

SEAL

STATE OF MAINE
CUMBERLAND ss.

June 27, 2012

Personally appeared the above-named Richard E. Dyke, in his capacity as President of Windham Excavating Co. and affirmed and made oath that he signed this document in his capacity as President as his free act and deed.

SUSAN GRACE KIEDLER
Notary Public, Maine
My Commission Expires November 22, 2018

S. Kiedler
Notary Public/Attorney at Law

Printed Name:

My Commission Expires:

STATE OF MAINE
CUMBERLAND ss.

June 27, 2012

Personally appeared the above-named Daniel P. Craffley and Elizabeth A. Craffley and affirmed and made oath that they signed this document as their own free act and deed.

SUSAN GRACE KIEDLER
Notary Public, Maine
My Commission Expires November 22, 2018

S. Kiedler
Notary Public/Attorney at Law

Printed Name:

My Commission Expires: