

**MAJOR SUBDIVISION
PRELIMINARY PLAN APPLICATION
TO TOWN OF NAPLES**

FOR

BRANDY CROSSING SUBDIVISION

**SEBAGO ROAD AND FAIRWAY DRIVE
NAPLES, MAINE**

PREPARED FOR

**FRONT NINE HOMES, LLC
28 WEARE ROAD
SEABROOK, NH 03874**

PREPARED BY

DM ROMA
CONSULTING ENGINEERS

**PO BOX 1116
WINDHAM, ME 04062**

JULY 31, 2018



July 31, 2018

Renee Carter, Code Enforcement Officer
Town of Naples
PO Box 1757
Naples, Maine 04055

**Re: Preliminary Major Subdivision Application
Brandy Crossing Subdivision
Front Nine Homes, LLC - Applicant**

Dear Ms. Carter and Planning Board:

On behalf of our client, Front Nine Homes, LLC please find the enclosed Major Subdivision Preliminary Plan submission for a proposed 17-lot residential subdivision on the property formerly known as the Naples Golf & Country Club. The property is located at 146 Sebago Road and is identified as Lot 1 on the Town of Naples Assessor's Map U-24. The portion of the property that is proposed to be developed as part of this subdivision application is approximately 36.4 acres and is located in the Village District with portions of the waterfront located in the Limited Commercial Shoreland Overlay District.

Development Description

The property has been developed and utilized over the past 100 years as a 9-hole golf course. Portions of the original parcel have been subdivided and sold over the years as home sites. The golf course was closed in 2017 and the proposal is to redevelop the property as a residential neighborhood with 17 additional single-family house lots that are shown on the enclosed subdivision plan as Lots 12 through 25 and 27 through 29. Lot 25 is proposed to be developed as part of the Subdivision, but the current owner is retaining fee ownership. The project also includes the reconstruction and realignment of Fairway Drive in general conformance with the Town's standards for a Minor Street.

Utilities

The existing underground electrical distribution lines will be reconfigured and expanded to serve the proposed lots with underground power, cable and data service. Each lot will require the installation of an on-site private well and on-site individual wastewater disposal field. We have included test pits in Section 5 of this application that indicate suitable soils exist on each property to site a wastewater disposal field.

Stormwater Management

The property drains directly to Brandy Pond, which is classified by the Maine Department of Environmental Protection (Maine DEP) as a “Lake Most at Risk from New Development” and is subject to Phosphorus Control standards as established by the Maine DEP and the Town. The project will be reviewed by the Maine DEP and the Cumberland County Soil & Water Conservation District (CCSWCD) for conformance with applicable stormwater best management practices, and the project requires a Site Location of Development Act Permit Amendment through the Maine DEP. The export of phosphorus will be managed through the construction of three (3) stormwater infiltration basins, and we have proposed to restrict many of the proposed lots with natural stormwater buffer requirements that will require some areas that are currently maintained as fairways on the golf course to grow back as field or wooded area. The stormwater management report is contained in Section 4 of this application, which will be further developed in coordination with the Maine DEP and CCSWCD. We have also detailed erosion control measures to be implemented during construction and following completion of the project in the plan set, and included a recommended stormwater facilities maintenance plan as Attachment 6.

Roadway Design

The proposed roadway generally follows the exiting alignment of Fairway Drive, with proposed realignment in several areas to provide greater separation from Brandy Pond and to allow for the construction of stormwater treatment basins. Section 9.3.2.11 requires two (2) street connections for subdivisions containing fifteen (15) lots or more, so we have included an emergency secondary road connection that will provide access between the proposed hammerhead terminus and Golf Club Road, which connects to Sebago Road. The road will be widened and resurfaced to be in general conformance with the design and construction standards for a Minor Street as defined in the Subdivision Ordinance, which includes an 18-foot wide paved travel way with 3-foot gravel shoulders on each side.

Private Dock Facilities

The project includes the installation of two private dock facilities that will be owned, managed and developed by a non-profit corporation comprised of the lot owners in the Brandy Crossing Subdivision as a “commercial aquatic structure” as defined and regulated in the Town of Naples Definitional Ordinance and Shoreland Zoning Ordinance. A letter containing additional information regarding this portion of the project is contained in Section 10 of the application.

Protective Covenants

We have included a copy of the existing protective covenants that were developed and last amended in 2009 for the previously conveyed lots on the property, along with proposed covenants for the proposed lots for the Planning Board’s review.

If you have any questions, comments or require any further information, please don't hesitate to contact us. We look forward to working with Town staff and the Planning Board on this project.

Sincerely,

DM ROMA CONSULTING ENGINEERS

Dustin Roma

Dustin M. Roma, P.E.
President

Cc: Paul Hollis, Front Nine Homes, LLC
Enc.

**BRANDY CROSSING SUBDIVISION
NAPLES, MAINE**

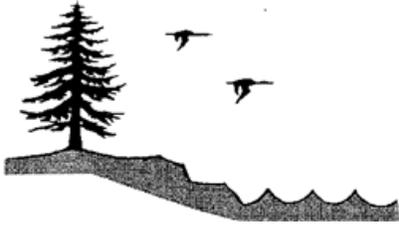
PRELIMINARY MAJOR SUBDIVISION APPLICATION

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SECTION 1

PERMIT APPLICATION



TOWN OF NAPLES PLANNING BOARD APPLICATION

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

www.townofnaples.org

Major Subdivision Application

Date: 7-31-18

Owner/Applicant Name: FRONT NINE HOMES, LLC

Mailing Address: 28 WEARE ROAD, SEABROOK, NH 03874

Telephone: (207) 216 - 0333 Email: phollisland@gmail.com

Property Owner: NAPLES GOLF & COUNTRY CLUB, INC

Property Location: 146 SEBAGO ROAD Map & Lot: MAP U-24, LOT 1

Any easements, covenants, or deed restrictions related to the property? YES
VILLAGE DISTRICT

Zoning District: LIMITED COMMERCIAL SHORELAND Waivers requested: _____

A list must be submitted for waivers

Name, address, & phone # of applicants engineer, land surveyor or planner: _____

ENGINEER: DUSTIN ROMA, DM ROMA CONSULTING ENGINEERS, PO BOX 1116, WINDHAM, ME 04062, (207) 310 - 0506

LAND SURVEYOR & SOILS: GEORGE SAWYER, SAWYER ENGINEERING & SURVEYING, INC, 2 ELM STREET, BRIDGTON, ME 04009

The undersigned, being the applicant, owner or legally authorized representatives, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statues, and regulation of the Town, State and Federal governments.

Date: 7-31-18 Signature: _____

Fee Schedule:

Advertising: \$50.00

Fee per abutter: \$7.00

Under 1,000 sq. ft. gross floor area: \$300.00

1,000 – 10,000 sq. ft. gross floor area: \$400.00

Over 10,000 sq. ft. gross floor area: \$400.00

**Plus \$25.00 for each 1,000 sq. ft. over 10,000

Development without building: \$400.00

Modification of approved plan: \$100.00

Commercial Initial permit: \$100.00

Review Escrow: TBD

Applicants Total: \$ _____

You must submit 9 copies of this application, the letter of intent, and all supporting documents 21 days prior to the meeting to be considered by the Planning Board.

A preliminary plan must be submitted within six months of a sketch plan. Within 45 days after formal submission of a preliminary plan the Planning Board shall take action to give preliminary approval, with or without modifications or disapproval of such preliminary plan.

Preliminary application requirements:

- Proposed subdivision name or identifying title and the name of the Municipality.
- Number of acres within the proposed subdivision, location of property lines, existing easements, buildings, watercourses and other essential existing physical features.
- The names of all subdivisions immediately adjacent and the names of owners of record of adjacent acreage.
- The provisions of the Zoning Ordinance applicable to the area to be subdivided and any zoning district boundaries affecting the subdivision. At present: 1) Shoreland Zoning; 2) forty thousand (40,000) square feet minimum lot size.
- The location and size of any existing sewers and water mains, culverts and drains on the property to be subdivided.
- Location, names and present widths of existing and proposed streets, highways, easements, building envelopes, buffers, stormwater and/ or phosphorus control measures, alleys, parks and other public open spaces.
- The width and location of any streets or other public ways or places shown upon the Official Map and the Comprehensive Plan, if any, within the area to be subdivided, and the width, location, grades and street profiles of all streets or other public ways proposed by the subdivider.
- Contour lines at intervals of not more than five (5) feet or at such intervals as the Planning Board may require, based on United States Geological Survey datum of existing grades where change of existing ground elevation will be five (5) feet or more.
- A soils report identifying the soils boundaries and names in the proposed development with the soils information superimposed upon the plot plan in accord with the USDA Soil Conservation Service National Cooperative Soil Classification. The intensity of this study must identify changes in soil conditions down to one eighth acre, or area as determined by the Planning Board. A lot by lot soils suitability determination for house building with septic sewage disposal or, if appropriate, house building with public sewage disposal, will be made in accord with the Soil Suitability Guide for Land Use Planning in Maine and will accompany the plot plan soils study.
- Typical cross sections of the proposed grading for roadways (and sidewalks, if included in plans).
- Date, true north point and graphic scale.
- Deed description and map of survey of tract boundary made and certified by a registered land surveyor, tied into established reference points.
- Connection with existing supply or alternative means of providing water supply to the proposed subdivision.
- Connection with existing sanitary sewerage system or alternative means of treatment and disposal proposed.

- If a private sewage disposal system is proposed, location and results of tests to ascertain subsurface soil and ground water conditions, depth to maximum ground water level, location and results of percolation tests.
- Provisions for collecting and discharging storm drainage, in the form of a drainage plan.
- Preliminary designs of any bridges or culverts, which may be required.
- The proposed lot lines with approximate dimensions and suggested locations of buildings.
- The location of temporary markers adequate to enable the Board to locate readily and appraise the basic layout in the field.
- All parcels of land proposed to be dedicated to public use and the conditions of such dedication, or land to be left permanently unused.
- The location of all natural features or site elements to be preserved.
- A soil erosion and sediment control plan containing the endorsement of the Cumberland County Soil and Water Conservation District or the Maine Soil and Water Conservation Commission.

Final Application Requirements:

- All of the information presented on the Preliminary Plan and Location Map and any amendments thereto suggested or required by the Board.
- The name, registration number and seal of the land surveyor, architect, engineer or planning consultant who prepared the plan.
- Street names and line, pedestrian ways, lots, easements and areas to be reserved for or dedicated to public use.
- Sufficient data acceptable to the Municipal Engineer to determine readily the location, bearing and length of every street line, lot line, boundary line and to reproduce such lines upon the ground. Where practical these should be tied to reference points previously established.
- The length of all straight lines, the deflection angles, radii, length of curves and central angles of all curves, tangent distances and tangent bearings for each street.
- By proper designation, all public open space for which offers of cession are made by the subdivider and those spaces to which title is reserved by him.
- Lots and blocks within the subdivision numbered in accordance with local practice.
- Permanent reference monuments shown thus: "X". They shall be constructed in accordance with specifications herein and their location noted and referenced upon the Final Plan.
- A performance guaranty to secure completion of all improvements required by the Board and written evidence that the Municipal Officers are satisfied with the sufficiency of such bond.

For a complete review of requirements for a Major Subdivision please refer to the Town of Naples Subdivision Ordinance which can be viewed at www.townofnaples.org

SECTION 2

EXISTING DEED AND COVENANTS

Know all Men by these Presents, That

I, Lewis P. Knight, of Naples, in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations, paid by Naples Golf & Country Club, a corporation duly organized under the laws of the State of Maine, and located at Naples, in the County of Cumberland and said State, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Naples Golf & Country Club, its successors and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated in Naples, in the County of Cumberland and State of Maine, and bounded and described as follows:

Beginning on the easterly side of the Naples and Songo Lock Road and at the junction of land now or formerly of Ettlenger and land now or formerly of Lewis P. Knight; thence running in an easterly direction by said Ettlenger land to Brandy Pond, so called; thence northerly by said Brandy Pond to land now or formerly of Rodney Welch; thence westerly by said Welch land to said Naples and Songo Lock Road; thence southerly by the said road to the place of beginning.

Also another lot or parcel of land one rod square, located in the pasture on the West side of the said road, it being the spring that supplies the house with water. Together with a right of way to go upon the land and repair the pipe leading from the said spring to the house as now located.

Excepting and reserving the right of way across the said land from the said road to the said Brandy Pond for the purpose of hauling lumber; said right of way to be used only on snow.

This deed is given for the purpose of correcting errors in form and description in the conveyance intended to be made by Lewis P. Knight under date of October 28, 1921, recorded in Cumberland County Registry of Deeds, Book 1091, page 54.

~~To Have and to Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **Naples Golf & Country Club, its successors** heirs and assigns, to **its and** their use and behoof forever. And **I** do covenant with the said **Grantee, its successors** heirs and assigns, that **I am** lawfully seized in fee of the premises; that they are free of all **incumbrances**;

that **I** have good right to sell and convey the same to the said **Grantee** to hold as aforesaid; and that **I** and **my** heirs, shall and will warrant and defend the same to the said **Grantee, its successors** heirs and assigns forever, against the lawful claims and demands of all persons.

~~In Witness Whereof~~, I the said Lewis P. Knight and Hattie L. Knight wife of the said Lewis P. Knight joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises

our hands and seals this **fifth** day of **October** have hereunto set one thousand nine hundred **and twenty-six**. in the year of our Lord
Signed, Sealed and Delivered
in presence of

Lewis P. Knight Seal.
Hattie L. Knight Seal.

Silas F. Skillin to both

State of ~~Maine~~, CUMBERLAND, ss. **October 5th,** 192 **6** . Personally appeared the above named **Lewis P. Knight**

and acknowledged the above instrument to be **his** free act and deed.

Before me, **Silas F. Skillin, Notary Public** Justice of the Peace

Received **October 6,** 192 **6** , at **11** o'clock **55** m. **A.** M., and recorded according to the original. **Notarial Seal.**

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

WITNESS THIS DECLARATION OF PROTECTION, COVENANTS, RESERVATIONS, RESTRICTIONS AND COMMON EASEMENT, made this 6th day of August, 2009, by NAPLES GOLF & COUNTRY CLUB, a Maine corporation with a principal place of business in Naples, Cumberland County, State of Maine, hereinafter referred to as the "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land to the easterly of, and 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, Declarant desires to provide for the improvement of Naples Golf & Country Club in accordance with a harmonious plan for the relative location of residential structure, garages, rights-of-way, easements, roads limited common areas and general land use, all to assure the 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 Declarant desires to create 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 the 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 homeowners association and the provisions and objectives of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the property shown and depicted on the above referenced Plan, shall be held, occupied and improved, transferred, sold, leased, and conveyed subject to the following protective covenants and restrictions, 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 and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's 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 Declarant's grantees, successors, administrators and assigns.

A. Permissions

1. The right of owners of lots 5,6,7 and 8 to use their personally owned golf cart on the Naples Golf & Country Club property for golf and transportation to and from the clubhouse and rights-of-way upon paying a reasonable trail fee set by the Naples Golf & County Club
2. The right of the owners of lots 5,6 and 8 to 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. Any 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. This area may also be used for the parking of golf carts that may be used to travel from the lot owners of lots 5, 6 and 8 to the common areas during the time periods that said lot owners are using the common area or while they are recreational boating from the area. 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.
3. No more than two recreational boats, per lot, shall be moored in front of the common area at any given time and all moorings shall comply with any requirements that the Town of Naples may require.
4. Each lot owner, whenever purchasing a lot, shall receive a five (05) year membership in the Naples Golf & Country Club.

5. For lot owners of lots 5, 6 and 7, the rights to use, for access and egress and for the installation of any and all underground utilities, the private way known as Fairway Drive, as shown on the recorded plan referenced above and any revisions or amendments thereto that may be recorded in the said Registry of Deeds and known as Fairway Drive, in common with the Declarant and others. Fairway Drive shall be constructed in accordance with the town of Naples Ordinances and thereafter, upkeep and maintenance, including snow plowing and/or removal and sanding of said Fairway Drive shall be shared by all lot owners utilizing said roadway either through a homeowners association or by any applicable road maintenance agreement that may be executed by the owners utilizing Fairway Drive. Naples Golf & Country Club shall have no responsibility to maintain, repair, etc. Fairway Drive, but reserves the right to do so if it deems appropriate in its own unfettered discretion.
6. The owner(s) of lot 8 shall have the right to travel over that portion of Club House Drive from its street opening at Routes 11 and 114 to the northerly boundary of lot 8 as shown on the above referenced plan, its amendments or revisions for the purposes of access and egress to lot 8. Naples Golf & Country Club shall use all reasonable measures to insure that said Club House Way shall be passable at all times from the street opening to the northerly boundary of lot 8.

B. Restrictions

1. The roadway known as Fairway Drive and shown on the above referenced plan, its amendments or revisions shall remain a private way to be maintained by the lot owners it serves as indicated above and by the Naples Golf & Country Club if it shall elect to do so and shall not be maintained and/or accepted as a town way by the Town of Naples.
2. The Town of Naples Shoreland Zoning Ordinance applies to the common area as well as to lot 7.
3. Commercial uses of any and all types whatsoever are prohibited for lots 5,6,7 and 8 whenever conveyed. These lots, whenever conveyed are to be used solely for private residential uses only regardless of any permitted 'in-home' commercial uses as defined and allowed by the Land Use Ordinances of the Town of Naples. This restriction, however, shall not be construed to prevent the rental of any residence on the lots herein described for private residential purposes.
4. Lots herein described as lot 5,6,7 and 8 and as shown on the above reference plan, or any revision or amendments, shall not be subdivided for building or

any other purposes.

5. No boats or other watercraft, house trailers, camping trailers, tents or other forms of mobile or temporary residence of any type or description shall be kept on the premises unless fully enclosed within a garage. This restriction shall not apply to small tents used for play by children. This restriction shall also not apply for a period of one year from the date of the first conveyance of a lot so that lot owners may stay on said lot while a residence is being constructed.
6. No more than one principal residence building for a single family use shall be built and maintained on each lot. This restriction is not meant to prevent the erection of such auxiliary structures as a garage, storage building or the like as the owners may desire and as may be permitted by the Town of Naples in connection with the private residential use of said lot.
7. The Naples Golf & Country Club reserves the right to maintain any and all underground electrical and waterlines that may cross any lot as indicated on the aforementioned plan, or its amendments or revisions thereto. Should any maintenance, repair, replacement activity disturb any property of lots 5,6,7 or 8, then the Naples Golf & Country Club shall return the disturbed ground to its original condition after such installation, repair or maintenance is completed.
8. The Declarant reserves the right for the Naples Golf & Country Club to relocate and construct a new cart path across lot 7 in the vicinity as shown on the aforementioned plan, its amendment or revisions and also reserves the right to repair and/or maintain said cart path as may be necessary. This cart path may also be used by the owners of lot 5, 6 and 8 for access and egress to the shoreside common area as shown on the aforementioned plan, its amendments or revisions as may be recorded in the said Registry of Deeds.
9. Clearing of lots 5,6,7 and 8 shall be limited to that area as shown on the aforementioned plan, its amendments or revisions with the maximum cleared area to be no more than 15,000 square feet. The septic wastewater disposal area shall be located in the areas as shown on the aforementioned plan, its amendments or revisions.
10. Buffer areas, both wooded and non-wooded shall be maintained as shown on said plan, its amendment or revisions and as noted on the applicable Erosion Control Plan for the project, its amendments or revisions. More particularly, Non-Wooded Buffer (i.e. fields or reverting fields) may be allowed to revert to or be planted to forest, in which case forested buffer standards apply, or may be maintained as follows:

- A. A buffer must maintain a dense, complete and vigorous cover of a 'non-lawn' vegetation which can be mowed no more than once a year and is not burned. Vegetation may include grass and other herbaceous species as well as shrubs and trees.
- B. One driveway opening, and one opening for utilities, if necessary may be cut through the buffer.
- C. Activity within the buffer shall be conducted so as to prevent damage to the vegetation and exposure of mineral soil.
- D. Buffers are not to be used for all-terrain vehicles or vehicular traffic.

C. DESIGN OF DWELLING, SIDING ROOFS AND CHIMNEYS

- 1. The design of residential dwellings and other acceptable buildings, including, but not limited to materials, colors, textures, building shape, roof lines, window treatment and site orientation shall be of a character harmonious with the natural beauty of the area.
- 2. No dwelling or other building erected on any lot will be covered with tar paper, asphalt siding or corrugated metal siding, but shall be covered with clapboards, shingles or other suitable material. Roofs of all buildings erected on any lot shall be pitched. The exposed section of any chimney constructed in any dwelling or other building erected on any lot shall be constructed of brick or brick-like materials. No concrete block or metal chimney shall be exposed.
- 3. All construction activities, including the siting of buildings, septic or waste disposal systems and water supplies shall be in accordance with all federal, state and local ordinances and regulations.

D. ANIMALS

- 1. Only domestic (i.e. non-livestock) animals may be permitted to be kept on any lot provided that they are appropriately housed and kept on a not-to-interfere basis for other lot owners or members of the Naples Golf & Country Club and its guests or invitees.

E. TRASH AND UNREGISTERED MOTOR AND/OR RECREATIONAL VEHICLES

- 1. Trash, garbage and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel nor visible to any persons utilizing the Naples Golf & Country Club.
- 2. No unregistered motor vehicles of any nature may be kept on any property located in the subdivision unless the same are located in a completely enclosed garage.
- 3. No house trailer, motor home, camper, recreational vehicle, business or commercial vehicle, or vehicle of a similar nature, shall be brought upon, or maintained, or be permitted to remain on the property except that a business vehicle,

pick-up truck or the like, normally used by a lot owner, a resident of the dwelling, or his or her guests, as usual and everyday means of transportation, may remain on the property provided the same continues to be utilized as regular transportation and is not stored or left un-utilized on said property. No tractor trailers or trailer tractors may be kept on lots 5,6,7 or 8 of this subdivision.

IN WITNESS THEREOF, Naples Golf & Country Club has caused this instrument to be executed on the 5th day of the month of August, 2009 by Allen Faraday, its President, thereunto duly authorized.

WITNESS

NAPLES GOLF & COUNTRY CLUB

[Signature]

Allen Faraday
Allen Faraday, President

STATE OF MAINE
CUMBERLAND ss.

8/6, 2009

Personally appeared the above-named Allen Faraday and made oath that the above facts are true upon his own knowledge, information or belief and to the extent they are based upon information and belief, that he believes them to be true.

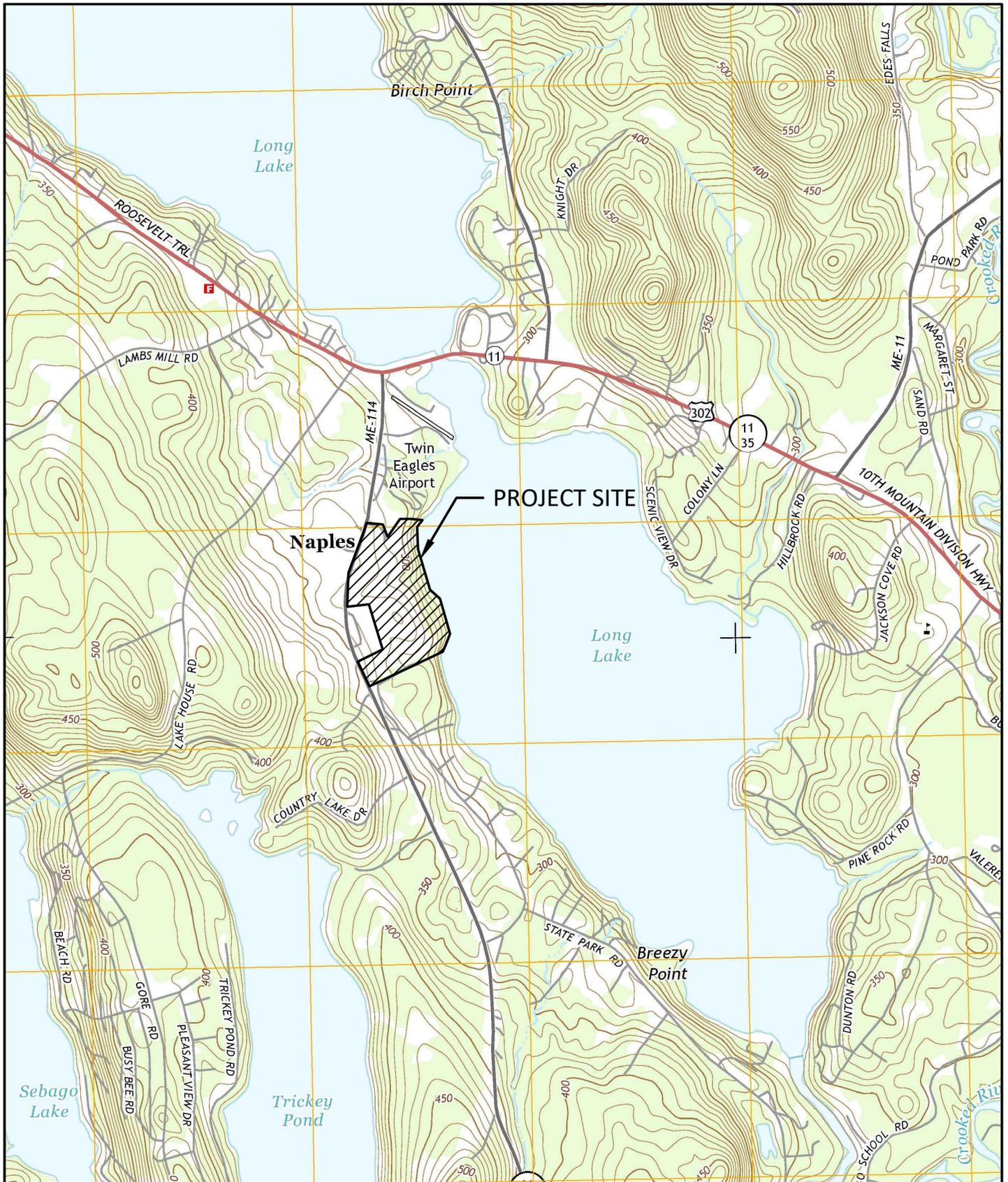
[Signature] Esq
Notary Public/Attorney at Law
Laurence P. Minda
Printed Name:

My Commission Expires:

Received
Recorded Register of Deeds
Aug 06, 2009 01:46:48P
Cumberland County
Pamela E. Lovley

SECTION 3

SITE LOCATION MAP



SITE LOCATION MAP

BRANDY CROSSING SUBDIVISION
NAPLES, MAINE

FOR:
FRONT NINE HOMES, LLC
28 WEARE ROAD
SEABROOK, NH 03874

SCALE: 1"=2,000'
DATE: 07-31-2018
JOB NUMBER: 18001

DM ROMA

CONSULTING ENGINEERS

P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

SECTION 4

STORMWATER MANAGEMENT REPORT



STORMWATER MANAGEMENT REPORT

BRANDY POND CROSSING SUBDIVISION FAIRWAY DRIVE NAPLES, MAINE

A. Narrative

Front Nine Homes, LLC is proposing to develop a 36.4±-acre parcel at 146 Sebago Road in Naples. The project site is identified as Lot 1 on the Town of Naples Assessor's Map U-24 and is formerly the site of the Naples Golf & Country Club. The parcel is predominantly located in the Village District, but a small portion of the property along the waterfront are located within the Limited Commercial Shoreland Overlay District

The property has been developed and utilized over the past 100 years as a 9-hole golf course. Portions of the original parcel have been subdivided and sold over the years as home sites. The golf course was closed in 2017 and the current proposal is to redevelop the property as a residential neighborhood with 17 additional single-family house lots that are shown on the enclosed subdivision plan as Lots 12 through 25 and 27 through 29. The project also includes the reconstruction and realignment of Fairway Drive in general conformance with the Town's standards for a minor street.

B. Alterations to Land Cover

Due to the site having been previously developed as the Naples Golf & Country Club, the amount of land disturbance required for the creation of seventeen (17) single-family house lots, road improvements, and stormwater management facilities is significantly less than required for a subdivision of this nature.

The proposed development will generate approximately 1.53± acres of new impervious area associated with improvements of Fairway Drive, 0.55± acres of new buildings, 0.88± acres of new driveways, resulting in a total of 2.96± acres of new impervious surfaces. Additionally, it is anticipated that the proposed project will create new landscaped areas in order to create suitable building envelopes. The proposed project design will create 0.63± acres of landscaped and/or lawn areas associated with tree clearing necessary for the creation of the roadway improvements and proposed homes and driveways. To offset the new developed area, the project design intends to restrict several lots within the development yard limits and will restore 5.66± acres of existing lawn (fairway, and greens associated with the former Naples Golf & Country Club) by limiting mowing of this area twice per year in effort to restore the area to a naturally vegetated meadow, using only the existing seed bank and no supplemental earthwork, soil amendments or seeding.

The site around consists of relatively flat (2-5% slopes) within the existing developed areas, that tapers to steep slopes (3:1 to 1:1 slopes) adjacent to Brandy Pond. Additionally, roughly at the mid-point of the site an existing drainage channel bifurcates the site, and consists of steeply sloping sides (3:1 to 1:1). The site generally drains in a west to east pattern towards Brandy Pond, as all runoff from the project site eventually drains to Brandy Lake.

Soils on the property are indicated as Deerfield loamy sand, Hermon sandy loam, Lyman-Abram complex, and Windsor loamy sand as depicted on the Medium Intensity Soil Maps for Cumberland County, Maine published by the Natural Resources Conservation Service. The soil within the proposed development is predominantly in the hydrologic soil group "A", with a portion of the site associated with the Lyman-Abram complex soils being hydrologic soil group "D", as indicated on the attached soils map.

C. Methodology and Modeling Assumptions

The proposed stormwater management system has been designed utilizing Best Management Practices to maintain existing drainage patterns while providing stormwater quality improvement measures. The goal of the storm drainage system design is to remove potential stormwater pollutants from runoff generated by the development while providing attenuation of the peak rates of runoff leaving the site. The method utilized to predict the surface water runoff rates in this analysis is a computer program entitled HydroCAD, which is based on the same methods that were originally developed by the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, and utilized in the TR-20 modeling program. Peak rates of runoff are forecasted based upon land use, hydrologic soil conditions, vegetative cover, contributing watershed area, time of concentration, rainfall data, storage volumes of detention basins and the hydraulic capacity of structures. The computer model predicts the amount of runoff as a function of time, with the ability to include the attenuation effect due to dams, lakes, large wetlands, floodplains and constructed stormwater management basins. The input data for rainfalls with statistical recurrence frequencies of 2-, 10- and 25 years was obtained from Appendix H of the MDEP, Chapter 500 Stormwater Management, last revised in 2015. The National Weather Service developed four synthetic storm types to simulate rainfall patterns around the country. For analysis in Cumberland County, Maine, the type III rainfall pattern with a 24-hour duration is appropriate.

D. Basic Standards

The project is required by the Town to provide permanent and temporary Erosion Control Best Management Practices. These methods are outlined in detail in the plan set.

E. Phosphorous Standard

We understand that the DEP, as well as the Town of Naples Subdivision Ordinance requires that any project under Major Subdivision under review that generates more than 40,000 square feet of non-vegetated area to meet the Phosphorous Standards outlined in the MDEP Chapter 500 Stormwater Management rules.

Based on our calculations, the project site's Project Phosphorous Budget (PPB) was determined to be $1.369 \pm$ lbs P/year. The calculations prepared for this standard indicated that the project's stormwater infrastructure effectively reduced the site's phosphorus export by approximately 61.3%; resulting in a total Post-Treatment Phosphorous Export (PPE) of 2.52 lbs P/year. Additionally, the project design intends to restore $5.66 \pm$ acres of pre-1980 lawn and landscaped surfaces to meadow, resulting in approximately $0.57 \pm$ lbs P/year source treatment mitigation credit (STC). As illustrated on Worksheet 4 of the Phosphorous Budget calculations, the total Post-Treatment Phosphorous Export (PPE) of 2.52 lbs P/year, when factored with the total Phosphorous Mitigation Credit $0.57 \pm$ lbs P/year (comprised solely of source treatment mitigation credit (SEC)), effectively reduces the Project's Phosphorous Export to $1.95 \pm$ lbs P/year; $0.58 \pm$ lbs P/year more than the Project's Phosphorus Budget. With the projects phosphorous export effectively reduced by 61.3% the project is eligible for a compensation fee.

These calculations can be found on the enclosed worksheets as Attachment 1 in this report.

F. Flooding Standard

The proposed project discharges directly into a great pond (Brandy Pond), incorporates the design of three oversized infiltration basins (designed to achieve greater treatment factors with regards to phosphorous treatment), and will restore $5.67 \pm$ acres of lawn/landscaping to meadow. As such, the applicant intends to request a waiver from the flooding standard.

The Town of Naples Site Plan Ordinance requires calculations be prepared to determine if there are any significant alterations to the existing flow patterns during the 25-year storm event. To maintain the existing flow rates an infiltration basin has been proposed as part of the stormwater infrastructure.

The watershed maps showing pre-development and post-development drainage patterns are included in the plan set .

Maintenance of common facilities or property

The applicant will be responsible for the maintenance of the stormwater facilities which is enclosed in the preliminary subdivision application package as an Inspection, Maintenance and Housekeeping Plan for the project.

Prepared by:

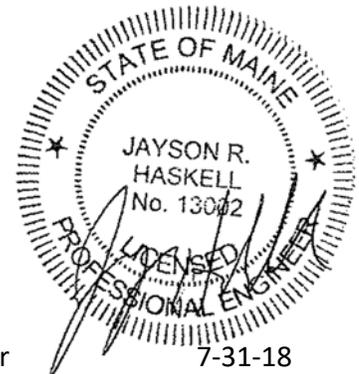
DM ROMA CONSULTING ENGINEERS



J.P. Connolly
Senior Project Engineer



Jayson R. Haskell P.E.
Southern Maine Regional Manager



ATTACHMENT 1

STORMWATER TREATMENT CALCULATIONS

Worksheet 1 - PPB calculations

Project Name: NAPLES COUNTRY CLUB RE-DEVELOPMENT

Lake Watershed: BRANDY POND

Town: NAPLES

Standard Calculations

Watershed per acre phosphorus budget (Appendix C)	PAPB	0.038	lbs P/acre/year
Total acreage of development parcel:	TA	36.03314226	acres
NWI wetland acreage:	WA	0	acres
Steep slope acreage:	SA	0	acres
Project acreage: $A = TA - (WA + SA)$	A	36.03314226	acres
Project Phosphorus Budget: $PPB = P \times A$	PPB	1.369259406	lbs P/year

Small Watershed Adjustment

If Project Acreage (A) is greater than the threshold acreage for the small watershed threshold (SWT, from pertinent lake and town info in the table in Appendix C), calculate an alternative PPB using the analysis below and use this value if it is less than the the Standard Calculation PPB.

Small Watershed Threshold (Appendix C):	SWT	187	acres
Project acreage:	A	36.03314226	acres
Allowable increase in town's share of annual phosphorus load to lake (Appendix C):	FC		lbs P/year
Area available for development (Appendix C):	AAD	1874	acres
Ratio of A to AAD ($R=A/AAD$)	R	N/A	

Project Phosphorus Budget

If $R < 0.5$, $PPB = [(FC \times R)/2] + [FC/4]$	PPB	N/A	lbs P/year
If $R > 0.5$, $PPB = FC \times R$	PPB	N/A	lbs P/year

Worksheet 2

Pre-PPE and Post-PPE Calculations

Calculate phosphorus export from development for before and after treatment
 Use as many sheets as needed for each development type (commercial, roads, residential lots, etc.)

Project name: **NAPLES CC RE-DEVELOPMENT** Development type: RESIDENTIAL Sheet # 1 of 2

Land Surface Type Lot #(s) description	or with	Acres or # of lots	Export Coefficient from Table 3.1 Table 3.2	Pre- treatment Algal Av. P Export (lbs P/year)	Treatment Factor for BMP(s) from Chapter 6	Post- treatment Algal Av. P Export (lbs P/year)	Description of BMPs
Lot 12 (A Soils)		1.00	0.18	0.180	1	0.180	Untreated
Open Space adj. to Lot 12							
Open Space - Landscape-lawn (A Soils)		0.28	0.2	0.056	0.18	0.010	
Open Space - road		0.05	1.25	0.063	0.18	0.011	
Open Space - Landscape-lawn (A Soils)		1.13	0.2	0.227	1	0.227	Untreated
Open Space - road		0.09	1.25	0.113	1	0.113	Untreated
Lots 13, 14 & 29 (A Soils)		3.00	0.18	0.540	0.18	0.097	
Open Space adj. Lot 13- Landscape-lawn (A Soils)		0.94	0.2	0.188	0.18	0.034	
Lot 15 (A soils)		1.00	0.18	0.180	1	0.180	Untreated
Lot 16 (75% A soils)		0.75	0.18	0.135	1	0.135	Untreated
Lot 16 (25% D soils)		0.25	0.34	0.085	1	0.085	Untreated
Open Space - Landscape-lawn (A Soils)		0.20	0.2	0.040	0.17	0.007	
Open Space - Landscape-lawn (A Soils)		0.79	0.2	0.157	1	0.157	Untreated
Lot 17 (A soils)		1.00	0.18	0.180	0.17	0.031	
Lot 18 (98% A soils)		0.98	0.18	0.176	0.17	0.030	
Lot 18 (2% D soils)		0.02	0.34	0.007	0.17	0.001	
Lot 19 (94% A soils)		0.94	0.18	0.169	0.17	0.029	
Lot 19 (6% D soils)		0.06	0.34	0.020	0.17	0.003	
Lot 20 (93% A soils)		0.93	0.18	0.167	0.17	0.028	
Lot 20 (7% D soils)		0.07	0.34	0.024	0.17	0.004	
Lot 21 (67% A soils)		0.67	0.18	0.121	0.1	0.012	
Lot 21 (33% D soils)		0.33	0.34	0.112	0.1	0.011	
Lot 22 (80% A soils)		0.80	0.18	0.144	0.1	0.014	
Lot 22 (20% D soils)		0.20	0.34	0.068	0.1	0.007	
Lot 23 (A soils)		1.00	0.18	0.180	1	0.180	Untreated
Lot 24 (A soils)		1.00	0.18	0.180	0.1	0.018	
Lot 25 (A soils)		1.00	0.18	0.180	0.1	0.018	
Lot 27 (A soils)		1.00	0.18	0.180	1	0.180	Untreated
Lot 28 (A soils)		1.00	0.18	0.180	1	0.180	Untreated
Lot 29 (A soils)		1.00	0.18	0.180	0.1	0.018	
			Total Pre-PPE (lbs P/year)	4.23224523	Total PostPPE (lbs P/year)	2.001	

Worksheet 2

Pre-PPE and Post-PPE Calculations

Calculate phosphorus export from development for before and after treatment

Use as many sheets as needed for each development type (commercial, roads, residential lots, etc.)

Project name: NAPLES CC RE-DEVELOPMENT

Development type: RESIDENTIAL

Sheet # 2 of 2

Land Surface Type or Lot #(s) with description	Acres or # of lots	Export Coefficient from Table 3.1 Table 3.2	Pre-treatment Algal Av. P Export (lbs P/year)	Treatment Factor for BMP(s) from Chapter 6	Post-treatment Algal Av. P Export (lbs P/year)	Description of BMPs
Roadway Impervious	0.45444	1.25	0.56805522	0.18	0.10224994	INF-3
R.O.W. Grass A	0.45596	0.1	0.0455961	0.18	0.0082073	INF-3
Roadway Impervious	0.35304	1.25	0.44130341	0.17	0.07502158	INF-2
R.O.W. Grass A	0.11346	0.1	0.01134583	0.17	0.00192879	INF-2
R.O.W. Grass D	0.20527	0.4	0.08210795	0.17	0.01395835	INF-2
Roadway Impervious	0.63578	1.25	0.79471983	0.1	0.07947198	INF-1
R.O.W. Grass A	0.49983	0.1	0.04998279	0.1	0.00499828	INF-1
R.O.W. Grass D	0.14575	0.4	0.05829928	0.1	0.00582993	INF-1
Roadway Impervious	0.16772	1.25	0.20964734	1	0.20964734	Untreated Road
ROW Grass A	0.17042	0.1	0.01704249	1	0.01704249	Untreated Landscaped Area
		Total Pre-PPE (lbs P/year)	2.27810022	Total PostPPE (lbs P/year)	0.51835597	

Appendix D: Worksheet 3 - Mitigation credit

Project name: Brandy Pond Crossing Development type: Commercial Sheet # 1

Mitigation credit when a pre-existing source is being eliminated

Mitigation Source Area Land Use	Acres	Export Coefficient (lbs P/acre/year)	Modifier	Pre-treatment Historical P Export (lbs P/year)	Treatment Factor for Historical BMP(s) (1.0 if no BMPs)	Historical P Export (lbs P/year)		Mitigation Credit (lbs P/year)	Comments
Existing Fairway	5.6619	0.2	0.5	0.56618759	1	0.56618759		0.5661876	
			0.5	0	1	0		0	
			0.5	0	1	0		0	
Total source elimination mitigation credit (SEC)								0.5661876 lbs P/year	

Mitigation credit when a pre-existing source is treated by a new BMP

	Acres	Export Coefficient (lbs P/acre/year)	Modifier	Pre-treatment Historical P Export (lbs P/year)	Treatment Factor for Historical BMP(s) (1.0 if no BMPs)	Historical P Export (lbs P/year)		Treatment Factor for New BMP(s) Chapter 6	Mitigation Credit (lbs P/year)	Comments
	0	1.25	0.5	0	1	0	1 -	0.24	0	
	0	0.5	0.5	0	1	0	1 -	0.24	0	
			0.5	0	1	0	1 -		0	
Total source treatment mitigation credit (STC)									0 lbs P/year	

TOTAL MITIGATION CREDIT (SEC + STC)								0.5661876 lbs P/year
--	--	--	--	--	--	--	--	-----------------------------

WORKSHEET 4 - PROJECT PHOSPHORUS EXPORT SUMMARY

Summarizing the project's algal available phosphorus export (PPE)

Project Name:

Project Phosphorus Budget - Worksheet 1	PPB	1.37	lbs P/year
Total Pre-Treatment Phosphorus Export - Worksheet 2	Pre-PPE	6.51	lbs P/year
Total Post-Treatment Phosphorus Export - Worksheet 2	Post-PPE	2.52	lbs P/year
Total Phosphorus Mitigation Credit - Worksheet 3	TMC	0.57	lbs P/year
Project Phosphorus Export (Post-PPE - TMC)	PPE	1.95	lbs P/year

Is the Project Phosphorus Export \leq the Project Phosphorus Budget? (PPE \leq PPB)

<i>If YES, PPE is less than or equal to PPB and the project meets its phosphorus budget. If NO, PPE is greater than PPB, more reduction in phosphorus export is required or the payment of a compensation fee may be an option</i>	NO
--	----

<i>The amount of phosphorus that needs further treatment or compensation</i>	0.58 lbs P/year
--	-----------------

Has Project Phosphorus Export been sufficiently reduced?

Is (Pre-PPE - Post-PPE)/Pre-PPE greater than 0.60?

<i>If YES, in some watersheds the compensation fee is an available option. If NO, more treatment must be provided. PPE must be further reduced.</i>	YES
---	-----

<i>The post-treatment phosphorus export must be less than 40% of the pre-treatment export (Post-PPE < 0.4*Pre-PPE)</i>	61.30 %
---	---------

If the project is located in a watershed that is eligible for a compensation fee (or is a residential subdivision with buffers), a compensation fee may be appropriate as follows:

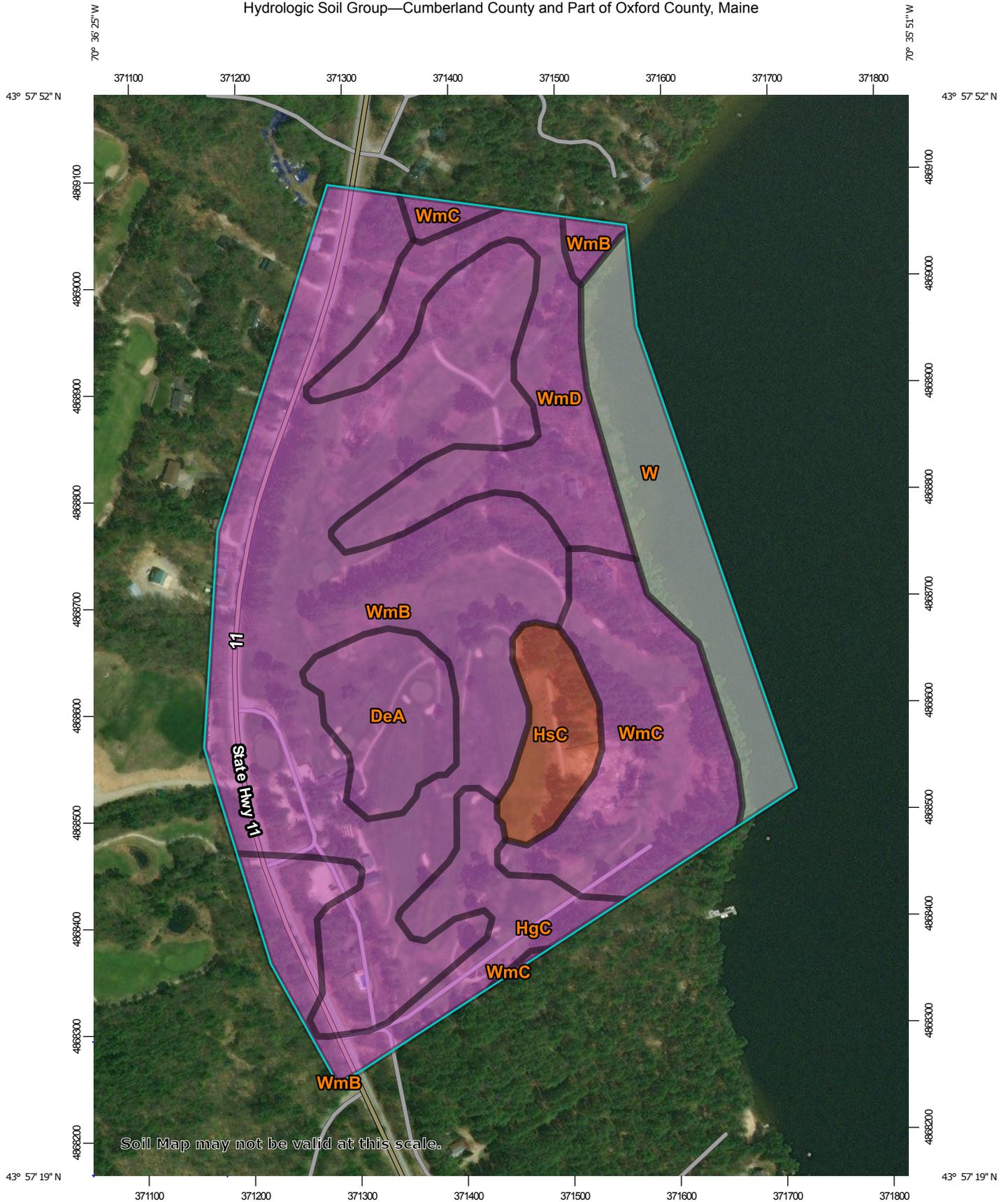
<i>If Project Export has been reduced by greater than 60% and less than 75%, \$25,000 per pound minus \$833 per 1% Percent Export</i>	\$13,962
---	-----------------

<i>If Project Export has been reduced by greater than 75%, \$12,500 per pound minus \$500 per 1% Project Export</i>	
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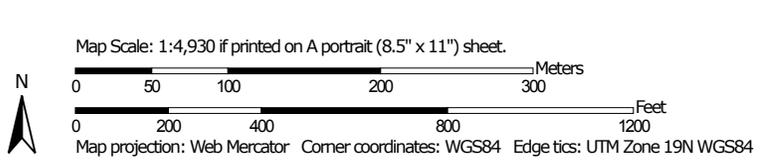
SECTION 5

SOIL MAP AND TEST PIT LOGS

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
 Survey Area Data: Version 13, Sep 11, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2012—Jun 26, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DeA	Deerfield loamy sand, 0 to 3 percent slopes	A	4.4	5.6%
HgC	Hermon sandy loam, 8 to 15 percent slopes	A	7.1	9.2%
HsC	Lyman-Abram complex, 8 to 15 percent slopes, very rocky	D	3.2	4.2%
W	Water		7.7	9.9%
WmB	Windsor loamy sand, 0 to 8 percent slopes	A	35.8	46.2%
WmC	Windsor loamy sand, 8 to 15 percent slopes	A	10.3	13.3%
WmD	Windsor loamy sand, 15 to 35 percent slopes	A	9.0	11.6%
Totals for Area of Interest			77.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: BRANDY POND CROSSING Applicant Name: FRONT NINE HOLDINGS LLC Project Location (municipality): NAPLES

Exploration Symbol: S12 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	<u>Sandy</u>		<u>Dark</u>	
6	<u>Loam</u>		<u>Brown</u>	
12	<u>Loamy</u>		<u>Red</u>	
18	<u>Coarse</u>		<u>Brown</u>	
24	<u>Sand</u>	<u>Friable</u>		<u>None</u>
30	<u>Loamy</u>		<u>Grey</u>	
36	<u>Fine</u>			
42	<u>Sand</u>			
48	<u>↓</u>	<u>Firm</u>		

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 42 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S13 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	<u>Sandy</u>		<u>Dark</u>	
6	<u>Loam</u>		<u>Brown</u>	
12	<u>Loamy</u>		<u>Yellow</u>	
18	<u>Coarse</u>		<u>Brown</u>	
24	<u>Sand</u>	<u>Friable</u>		<u>None</u>
30	<u>Fine</u>		<u>Grey</u>	
36	<u>Sand</u>			
42	<u>↓</u>	<u>Some Firm</u>		
48				

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 42 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S14 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	<u>Sandy</u>		<u>Dark</u>	
6	<u>Loam</u>		<u>Brown</u>	
12	<u>Loamy</u>		<u>Yellow</u>	
18	<u>Sand</u>		<u>Brown</u>	
24	<u>Sand</u>	<u>Friable</u>		<u>None</u>
30	<u>Fine</u>		<u>Grey</u>	
36	<u>Sand</u>			
42	<u>↓</u>	<u>Firm</u>		
48				

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 41 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S15 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	<u>Sandy</u>		<u>Dark</u>	
6	<u>Loam</u>		<u>Brown</u>	
12	<u>Loamy</u>		<u>Yellow</u>	
18	<u>Sand</u>		<u>Brown</u>	
24	<u>Loamy</u>	<u>Friable</u>	<u>Grey</u>	<u>None</u>
30	<u>Fine</u>			
36	<u>Sand</u>			
42	<u>↓</u>	<u>Some Firm</u>		
48				

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 45 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: [Signature] Date: 3/29/18

Name Printed/typed: George Sawyer Cert/Lic/Reg.# 176

Title: Licensed Site Evaluator Certified Soil Scientist Certified Geologist Other:

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: Brandy Pond Crossing Applicant Name: Front Nine Holdings LLC Project Location (municipality): Naples

Exploration Symbol: 516 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	Sandy		Dark	
6	Loam		Brown	
12	Loamy		Red	
18	Coarse Sand	Friable	Brown	
24			Yellow	
30			Brown	None
36	Fine Sand	Firm	Grey	
42				
48				

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 27 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 517 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	Sandy		Dark	
6	Loam		Brown	
12	Loamy		Red	
18	Sand		Brown	
24			Light	
30		Friable	Brown	None
36	Loamy		Grey	
42	Fine Sand			
48				

soil data by S.E. → Soil Profile: 5 Classification: B Slope: _____ Limiting Factor: 48+ Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 518 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	Sandy		Dark	
6	Loam		Brown	
12	Loamy		Yellow	
18	Sand		Brown	
24	Fine	Friable	Light	
30	Loamy		Brown	None
36	Sand			
42			Grey	
48		Firm		

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 43 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 519 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	Sandy		Dark	
6	Loam		Brown	
12	Loamy		Yellow	
18	Sand	Friable	Brown	
24	Fine		Light	
30	Sandy Loam		Brown	None
36	Fine		Grey	
42	Loamy	Soft		
48	Sand	Firm		

soil data by S.E. → Soil Profile: 5 Classification: C Slope: _____ Limiting Factor: 38 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: [Signature] Date: 3/29/18

Name Printed/typed: George Sawyer Cert/Lic/Reg. # 176

Title: Licensed Site Evaluator Certified Soil Scientist Certified Geologist Other:

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: Brandy Pond Crossing Applicant Name: Front Nine Holdings LLC Project Location (municipality): Naples

Exploration Symbol: S20 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12	Loamy Sand		Yellow Brown	
18				
24		Friable		
30	Fine Loamy Sand		Light Brown	None
36				
42				
48		Some Firm		

soil data by S.E. → Soil Profile: S Classification: C Slope: _____ Limiting Factor: 42 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S21 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12	Loamy Sand		Yellow Brown	
18				
24				
30	Fine Loamy Sand	Friable	Grey	None
36				
42				
48				

soil data by S.E. → Soil Profile: S Classification: B Slope: _____ Limiting Factor: 48+ Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S22 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12	Loamy Sand		Yellow Brown	
18				
24		Friable		
30	Fine Sand		Grey	None
36				
42		Some Firm		
48				

soil data by S.E. → Soil Profile: S Classification: C Slope: _____ Limiting Factor: 38 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: S23 Test Pit Boring
 / * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12	Fine Sand		Yellow Brown	
18				
24		Friable		None
30	Fine Loamy Sand		Grey	
36				
42		Some Firm		
48				

soil data by S.E. → Soil Profile: S Classification: C Slope: _____ Limiting Factor: 42 Groundwater Restrictive Layer Bedrock

soil data by S.S. → Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: [Signature] Date: 3/29/18

Name Printed/typed: George Sawyer Cert/Lic/Reg.# 176

Title: Licensed Site Evaluator Certified Soil Scientist Certified Geologist Other:

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: Brandy Pond Crossing Applicant Name: Front Nine Holdings LLC Project Location (municipality): Naples

Exploration Symbol: 524 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12				
18	Loamy Sand		Red Brown	
24		Frangible		None
30	Fine Loamy Sand		Grey	
36				
42				
48				

soil data by S.E. >> Soil Profile: 5 B Classification: B Slope: _____ Limiting Factor: 48ft. Groundwater Restrictive Layer Bedrock

soil data by S.S. >> Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 525 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12				
18	Loamy Sand			
24				
30	Fine Loamy Sand	Frangible	Grey	None
36				
42				
48				

soil data by S.E. >> Soil Profile: 5 B Classification: B Slope: _____ Limiting Factor: 48ft. Groundwater Restrictive Layer Bedrock

soil data by S.S. >> Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 527 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12				
18	Loamy Sand		Yellow Brown	
24		Frangible		None
30				
36	Fine Loamy Sand		Grey	
42				
48				

soil data by S.E. >> Soil Profile: 5 B Classification: B Slope: _____ Limiting Factor: 48ft. Groundwater Restrictive Layer Bedrock

soil data by S.S. >> Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

Exploration Symbol: 528 Test Pit Boring
1 * Organic horizon thickness Ground surface elev. _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Dark Brown	
12				
18	Loamy Sand		Yellow Brown	
24				
30	Fine Loamy Sand	Frangible	Grey	None
36				
42				
48				

soil data by S.E. >> Soil Profile: 5 C Classification: C Slope: _____ Limiting Factor: 41 Groundwater Restrictive Layer Bedrock

soil data by S.S. >> Soil series/phase name: _____ Hydric Non-hydric Hydrologic Soil Group: _____

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: [Signature] Date: 3/29/18

Name Printed/typed: George Sawyer Cert/Lic/Reg. # 176

Title: Licensed Site Evaluator Certified Soil Scientist Certified Geologist Other:

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: Brandy Pond Crossing Applicant Name: Front Nine Holdings LLC Project Location (municipality): Naples

Exploration Symbol: 529 Test Pit Boring
 ___ * Organic horizon thickness Ground surface elev. ___

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy loam		Dark Brown	
12	Loamy Sand		Yellow Brown	
18				
24	Fine	friable	Grey	None
30	Loamy Sand			
36				
42		Firm		
48				

soil data by S.E. \gg Soil Profile: 5 Classification: C Slope: ___ Limiting Factor: 39 Groundwater Restrictive Layer Bedrock

soil data by S.S. \gg Soil series/phase name: ___ Hydric Non-hydric Hydrologic Soil Group: ___

Exploration Symbol: ___ Test Pit Boring
 ___ * Organic horizon thickness Ground surface elev. ___

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6				
12				
18				
24				
30				
36				
42				
48				

soil data by S.E. \gg Soil Profile: ___ Classification: ___ Slope: ___ Limiting Factor: ___ Groundwater Restrictive Layer Bedrock

soil data by S.S. \gg Soil series/phase name: ___ Hydric Non-hydric Hydrologic Soil Group: ___

Exploration Symbol: ___ Test Pit Boring
 ___ * Organic horizon thickness Ground surface elev. ___

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6				
12				
18				
24				
30				
36				
42				
48				

soil data by S.E. \gg Soil Profile: ___ Classification: ___ Slope: ___ Limiting Factor: ___ Groundwater Restrictive Layer Bedrock

soil data by S.S. \gg Soil series/phase name: ___ Hydric Non-hydric Hydrologic Soil Group: ___

Exploration Symbol: ___ Test Pit Boring
 ___ * Organic horizon thickness Ground surface elev. ___

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6				
12				
18				
24				
30				
36				
42				
48				

soil data by S.E. \gg Soil Profile: ___ Classification: ___ Slope: ___ Limiting Factor: ___ Groundwater Restrictive Layer Bedrock

soil data by S.S. \gg Soil series/phase name: ___ Hydric Non-hydric Hydrologic Soil Group: ___

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: [Signature] Date: 3/29/18

Name Printed/typed: George Sawyer Cert/Lic/Reg. #: 176

Title: Licensed Site Evaluator Certified Soil Scientist Certified Geologist Other:

affix professional seal

SECTION 6

INSPECTION, MAINTENANCE AND HOUSEKEEPING PLAN



INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

BRANDY CROSSING SUBDIVISION NAPLES, MAINE

Responsible Party

Owner: Front Nine Homes, LLC
28 Weare Road
Seabrook, NH 03874

The owners are responsible for the maintenance of all stormwater management structures and related site components and the keeping of a maintenance log book with service records, until such time as responsibility is turned over to the Homeowners Association as further described in the Declaration of Rights, Restrictions, Covenants and Easements for the Subdivision. Records of all inspections and maintenance work performed must be kept on file with the owner and retained for a minimum of five years. The maintenance log will be made available to the Town upon request. At a minimum, the maintenance of stormwater management systems will be performed on the prescribed schedule.

The procedures outlined in this plan are provided as a general overview of the anticipated practices to be utilized on this site. In some instances, additional measures may be required due to unexpected conditions. *The Maine Erosion and Sedimentation Control BMP and Stormwater Management for Maine: Best Management Practices* Manuals published by the MDEP should be referenced for additional information.

During Construction

- 1. Inspection and Corrective Action:** It is the contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. Inspection shall occur on all disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as 24 hours before and after a storm event and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections.
- 2. Maintenance:** Erosion controls shall be maintained in effective operating condition until areas are permanently stabilized. If best management practices (BMPs) need to be repaired, the repair work should be initiated upon discovery of the problem but no later than the end of the next workday. If BMPs need to be maintained or modified,

additional BMPs are necessary, or other corrective action is needed, implementation must be completed within seven calendar days and prior to any rainfall event.

- 3. Documentation:** A report summarizing the inspections and any corrective action taken must be maintained on site. The log must include the name(s) and qualifications of the person making the inspections; the date(s) of the inspections; and the major observations about the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to Town staff, and a copy must be provided upon request. The owner shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

Houskeeping

- 1. Spill prevention:** Controls must be used to prevent pollutants from construction and waste materials on site to enter stormwater, which includes storage practices to minimize exposure of the materials to stormwater. The site contractor or operator must develop, and implement as necessary, appropriate spill prevention, containment, and response planning measures.
- 2. Groundwater protection:** During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials. Any project proposing infiltration of stormwater must provide adequate pre-treatment of stormwater prior to discharge of stormwater to the infiltration area, or provide for treatment within the infiltration area, in order to prevent the accumulation of fines, reduction in infiltration rate, and consequent flooding and destabilization.
- 3. Fugitive sediment and dust:** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control, but other water additives may be considered as needed. A stabilized construction entrance (SCE) should be included to minimize tracking of mud and sediment. If off-site tracking occurs, public roads should be swept immediately and no less than once a week and prior to significant storm events. Operations during dry months, that experience fugitive dust problems, should

wet down unpaved access roads once a week or more frequently as needed with a water additive to suppress fugitive sediment and dust.

4. **Debris and other materials:** Minimize the exposure of construction debris, building and landscaping materials, trash, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials to precipitation and stormwater runoff. These materials must be prevented from becoming a pollutant source.
5. **Excavation de-watering:** Excavation de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water removed from the ponded area, either through gravity or pumping, must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the Department.
6. **Authorized Non-stormwater discharges:** It is the contractor's responsibility to identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:
 - (a) Discharges from firefighting activity;
 - (b) Fire hydrant flushings;
 - (c) Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage and transmission washing is prohibited);
 - (d) Dust control runoff in accordance with permit conditions and Appendix (C)(3);
 - (e) Routine external building washdown, not including surface paint removal, that does not involve detergents;
 - (f) Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used;
 - (g) Uncontaminated air conditioning or compressor condensate;
 - (h) Uncontaminated groundwater or spring water;
 - (i) Foundation or footer drain-water where flows are not contaminated;
 - (j) Uncontaminated excavation dewatering (see requirements in Appendix C(5));
 - (k) Potable water sources including waterline flushings; and
 - (l) Landscape irrigation.
7. **Unauthorized non-stormwater discharges:** Approval from the Town does not authorize a discharge that is mixed with a source of non-stormwater, other than those discharges in compliance with Section 6 above. Specifically, the Town's approval does not authorize discharges of the following:

- (a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
- (b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;
- (c) Soaps, solvents, or detergents used in vehicle and equipment washing; and
- (d) Toxic or hazardous substances from a spill or other release.

Post construction

- 1. Inspection and Corrective Action:** All measures must be maintained by the owner in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions of the permit, shall conduct the inspections. The following areas, facilities, and measures must be inspected, and identified deficiencies must be corrected. Areas, facilities, and measures other than those listed below may also require inspection on a specific site.
 - A. Vegetated Areas:** Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
 - B. Ditches, Swales, and Open Channels:** Inspect ditches, swales, and other open channels in the spring, late fall, and after heavy rains to remove any obstructions to flow, remove accumulated sediments and debris, control vegetative growth that could obstruct flow, and repair any erosion of the ditch lining. Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. The channel must receive adequate routine maintenance to maintain capacity and prevent or correct any erosion of the channel's bottom or side slopes.
 - C. Culverts:** Inspect culverts in the spring, late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet.
 - D. Infiltration Basins:** Inspect soil filter after every major storm event for the first six months to ensure proper function. Thereafter, the filter should be inspected twice per year to ensure that water in the basin drains within 24 hours. If water does not drain within 24-hours, corrective action should be taken to loosen/rototill the

surface material. Snow removed from any on-site or off-site areas may not be stored over an infiltration basin. The portions of roadway draining to infiltration basins should not be treated with salt.

- E. Regular Maintenance:** If the driveways around the storage units are eventually paved, clear accumulations of winter sand along driveways once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along pavement shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader.

- F. Documentation:** Keep a log (report) summarizing inspections, maintenance, and any corrective actions taken. The log must include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal. The log must be made accessible to Town staff upon request. The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization. Attached is a sample log.

Duration of Maintenance

Perform maintenance as described.

MAINTENANCE LOG

SELF-STORAGE FACILITY NAPLES, MAINE

The following stormwater management and erosion control items shall be inspected and maintained as prescribed in the Maintenance Plan with recommended frequencies as identified below. The owner is responsible for keeping this maintenance log on file for a minimum of five years and shall provide a copy to the Town upon request. Inspections are to be performed by a qualified third party inspector and all corrective actions shall be performed by personnel familiar with stormwater management systems and erosion controls.

Maintenance Item	Maintenance Event	Date Performed	Responsible Personnel	Comments
Vegetated Areas	Inspect slopes and embankments early in Spring.			
Ditches, swales, and other open channels	Inspect after major rainfall event producing 1" of rain in two hours.			
	Inspect for erosion or slumping & repair			
	Mowed at least annually.			
Culverts	Inspect semiannually and after major rainfall.			
	Repair erosion at inlet or outlet of pipe.			
	Repair displaced riprap.			
	Clean accumulated sediment in culverts when >20% full.			
Infiltration Basins	Check after each rainfall event to ensure that pond drains within 24 hours.			
	Inspect semiannually for erosion or sediment accumulation and repair as necessary.			
Regular Maintenance	Clear accumulation of winter sand in paved areas annually.			

SECTION 7

PROPOSED COVENANTS

DECLARATION
OF RIGHTS, RESTRICTIONS, COVENANTS & EASEMENTS
FOR
Brandy Crossing
A NEW RESIDENTIAL COMMUNITY LOCATED ON
THE FRONT NINE, OF THE NAPLES GOLF AND COUNTRY CLUB
Town of Naples, Cumberland County, Maine 04055

This Declaration of Rights, Restrictions Covenants & Easements is made this _____ day of July 2018 by FRONT NINE HOMES, LLC, a Maine Limited Liability Company, formed on February 12th 2018, DCN #21805122700222 with a principal office and mailing address of 28 Weare Road, Seabrook, N.H. 03874, (hereinafter the Declarant).

WHEREAS, Declarant is owner and developer of real estate shown as Assessors Tax Map U-24 Lot 1 of which Declarant owns approximately 37 acres of a larger 43.76 acre parcel as shown on a plan drawn by Sawyer Engineering and Surveying, Inc. of Bridgton, Maine dated 1/24/18 and revised thru 4/4/2018, land located on Route 11/114, Town of Naples, Cumberland County, Maine 04055,(hereinafter referred to as the NEW PLAN).

The land is further identified in a past recorded plan dated August 2nd,2011 and recorded in the Cumberland County Registry of Deeds in plan book 211 page 695. These Covenants only apply to Lots 12,13,14,15,16,17,18,19,20,21,22,23,and 24 on the New Fairway Drive and to Lots 27, 28, and 29 and all designated Open Space and Common Area as shown on the NEW PLAN, (hereinafter the Subdivision);

It should be noted that there is a Declaration of Covenants already created which apply to all land and lots that make up only lots 1, 2, 3, 4, 5 ,6 ,7 ,8, 9, 10 ,11, and 26, as shown on the New Plan. Those covenants are recorded at the Cumberland County Registry of Deeds as Document 47924, Book 27161 page 111 and do not apply to the lots stated in paragraph 3 above.

WHEREAS, the Town of Naples Planning Board has approved the development of the Subdivision into 16 new residential building lots, 2 Common Waterfront lots and 2 open space lots (hereinafter collectively referred to as the Lots), the private road known as New Fairway Drive and land reserved as Open Space Conservation Easement, and Storm water easements as shown on the NEW PLAN , all as described herein or as shown on the plan entitled Final Subdivision Plan of BRANDY CROSSING prepared by Sawyer Engineering and Surveying, Inc of Bridgton, Maine and D.M. Roma Consulting Engineers of Windham, Maine, and recorded in the Cumberland County Registry of Deeds Plan Book _____

Pages _____ (hereinafter collectively referred to as the Brandy Crossing Final Subdivision Plan.

WHEREAS, the Declarant desires to assure purchasers of the Lots and their heirs, successors, and assigns owning such Lots (hereinafter Lot Owners), that the development, use, benefit and enjoyment of the Lots, road, easements and open space shall be in accordance with a harmonious plan, and to this end desires that the Subdivision be subjected to certain rights, restrictions, covenants, and easements as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises set forth in this Declaration, the Declarant hereby covenants and agrees with the owners and/or purchasers of Lots 12 thru 24 and lots 27,28,and 29. that the Subdivision shall be held and conveyed subject to the rights, restrictions, covenants, and easements set forth in this Declaration, which Declaration shall run with the Subdivision and each of the Lots and inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the owners and/or purchasers of said Lots, their heirs, successors and assigns.

ARTICLE 1. EASEMENTS

1.1 Each Lot Owner in the Subdivision thru deed to their lot at time of recording becomes an automatic member of the Brandy Crossing Homeowners Association (defined below) and is hereby granted a perpetual easement, in common with each other and the Declarant (limited to the Declarant Control Period defined in Article 4. below) subject to the terms of this Declaration, within New Fairway Drive and 20' Right Away as Emergency Access back to Route 11/114, as shown on the NEW PLAN and for the 4 Open Space Lots as shown for purposes of vehicular and pedestrian passage and also for underground residential utilities (herein New Fairway Drive), the Fifty foot wide Right of way entering property from Route 11/114, as shown on the NEW PLAN and the areas identified as Open Space Conservation Easement for purposes of low impact (here meaning, limited –disturbance, member family activities, use of putting green on open space abutting lot 12, walking, sitting, daytime picknicking, and of course access to the docks, but leaving the lawns in their natural and mowed condition), pedestrian access (herein Open Space), all of the foregoing herein collectively referred to as the Common Property, and all of these easement areas being shown on the Plan. The use and maintenance of the Common Property is subject to the rights reserved herein by Declarant and the duly adopted rules and regulations of the Brandy Crossing Homeowners Association (BCHA or Association), the Maine nonprofit corporation established by the Declarant for care and management of the Common Property.

1.2 The pedestrian easements referenced above include passage by motorized and non-motorized wheelchairs and Golf Carts and similar accessories used by mobility-impaired individuals to dedicated paths to the stairs a and dock systems.

1.3 All Lot Owners that are entitled under this Declaration to use New Fairway Drive , defined stormwater areas, and the Open Space areas shall be and hereby are required to be repaired if any damage caused to the Common Property by them, their agents, contractors, invitees, or guests, other than normal wear and tear on New Fairway Drive.

1.4 The BCHA may adopt reasonable rules and regulations for the use and enjoyment of the Common Property, including without limit standards for utility installation and repair and restoration of Common Areas after installation of utilities by any Lot Owner. Such rules and regulations shall not be binding on the Declarant during the Declarant Control Period (defined in Article 4 below). Declarant and each Lot Owner covenant and agree that within the Common Property permitted pets shall be leashed and no litter or personal property shall be left unattended on the common property .

ARTICLE 2. GENERAL RESTRICTIONS

2.1 Terms and Conditions of Plan Approval. The Subdivision is subject to all of the elements, features and notes set forth on the Plan and other sheets of the plan set, and the terms and conditions of the Town of Naples Planning Board findings of fact dated _____ Plan signed _____ and recorded at the Cumberland County Registry of Deeds in Plan Book _____ Pages _____ .

2.2 Division of Lots Prohibited. The Lots shown on the Plan shall not be subdivided further. Lot line adjustments between Lot Owners are permitted, but shall be subject to Town of Naples Planning Board approval at the expense of the applicants. The applicants shall notify BCHA of the intention to file such application with the Town of Naples Planning Board.

2.3 Residential Use. The Lots shall be used for single-family residential purposes only. Commercial, industrial, business, professional use or enterprise of any nature or description is prohibited on the Lots, except that home offices are allowed so long as the activities conducted within the home offices:

(a) occur wholly within the dwelling located on the Lot; (b) involve not more than one employee who does not reside on the Lot; (c) are not advertised on the Lot or on roads leading to the Lot; and (d) do not require regular client/customer/patient contact and/or parking at the dwelling on the Lot. Leasing is permitted, subject to the limitations of local and law.

2.4 Pets. No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed within the Subdivision. No boarding or breeding kennels may be kept or maintained anywhere within the Subdivision. The following breeds of dogs are not allowed anywhere within the Subdivision: Rottweiler, Pit Bull, Doberman Pinscher or any dogs generally regarded as aggressive in nature unless approved by the developer. No Lot Owner shall maintain more than three dogs on any Lot and must immediately remove and dispose of any feces excreted by there own dog on any of the common land. Beyond the boundaries of any Lot Owner's Lot, dogs shall be leashed. It is acknowledged by each Lot Owner that repeated, prolonged, barking by a dog within the Subdivision shall constitute a nuisance for which the responsible Lot Owner shall be held liable for the complaining parties' damages and reasonable attorney's fees expended to enforce this restrictive covenant.

2.5 Parking. Motor vehicle parking within New Fairway Drive is prohibited. Declarant and BCHA may cause the removal of any vehicle that is in violation of this provision at the expense of the vehicle owner or the responsible Lot Owner. Parking shall be regulated and enforced by BCHA, which regulations shall at minimum provide as follows: (1) Parking is prohibited within New Fairway Drive including the 200 foot turn around; (2) in no event shall vehicles be parked in such a manner as to inhibit or block access to Lots; (3) no part of the Common Property shall

be used for repair, construction or reconstruction of any vehicle, boat or any other item or thing except in an emergency. The Board of Directors of BCHA (herein the Board) may cause the removal of any vehicle or property that is in violation of this provision at the expense of the vehicle or property owner or the responsible Lot Owner.

2.6 Utilities. All utility service lines within the Common Property shall be underground. Satellite dishes, similar communications equipment and propane tanks are prohibited unless view screened, preferably with vegetation, from New Fairway Drive and the Lots. During the Declarant Control Period, Declarant shall, at Declarant's expense, construct, electricity, and telecommunication connection points at least five feet into each Lot, in a location selected by the Lot Owner. The location selected by the Lot Owner is subject to utility regulations that may require a different location on the Lot. Once the utility connections are installed on a Lot in a location selected by the Lot Owner, Declarant shall have no obligation to relocate the utility connection points.

2.7. Nuisance. No Lot Owner shall do or permit to be done any act upon the Lots that is or may constitute a nuisance, the breach of which shall entitle the enforcing party to all available remedies at law and in equity, including specific enforcement, plus recovery of reasonable attorneys fees and costs incurred in enforcing this Declaration and/or related to the elimination of the nuisance.

2.8. Boats, Recreational Vehicles, and Commercial Vehicles. Boats, camper-trailers, recreational vehicles, and commercial vehicles (not including automobiles with commercial license plates) and similar vehicles or accessories, shall be (a) stored in the Lot Owner's garage or (b) view screened from New Fairway Drive and other Lots with trees, shrubs, or, if approved by Declarant (during the Declarant Control Period and subject to the provisions of Section 4 hereof), other material. No Lot Owner shall store personal property of any kind, including without limit, vehicles and equipment, anywhere within the Subdivision other than on the Lot Owner's Lot.

2.9. Signs. No sign of any nature shall be visible from New Fairway Drive and the Lots except one customary name and address sign of not more than 1 square foot in size or such larger size or different configuration as may be required by local governmental authorities. Temporary and customary real estate agency signs indicating that a Lot or dwelling is for sale are allowed. This restriction shall not apply to any sign of reasonable size erected by Declarant (during the Declarant Control Period) for purposes of Lot sales.

2.10. Sanitation. Open burning of refuse, leaves and brush within the Subdivision is prohibited. Trash shall be kept in sanitary containers view screened from the Lots and New Fairway Drive, except temporarily on the day of collection for purposes of neighborhood collection and removal from the Subdivision.

2.11. Recreation Amenities Equipment Swing sets, jungle gyms, basketball hoops, wading pools, and similar recreational equipment shall be prohibited from front yards and shall be confined to driveways on the side of the house and side or rear yard areas. Basketball Hoops are allowed in Driveways. The area between New Fairway Drive and the dwellings is deemed for the purposes of this provision as front yard.

2.12. Clotheslines. Clotheslines shall be confined to rear yards and view screened from the Lots and New Fairway Drive.

2.13 Plant Diseases and Noxious Insects. No plants or seed or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.14 Temporary Structures. No trailer, tent, shack, storage container or other similar structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

ARTICLE 3. BUILDING RESTRICTIONS

Each house or ancillary structure, and additions or modifications thereto, constructed on a Lot shall be constructed in accordance with the following:

3.1 Each house shall be constructed on a solid concrete foundation with a full or daylight basement or on a solid concrete slab with no basement; exterior porch areas shall be on frost walls and footings and not on monolithic concrete slab; each house shall be served by underground private (well) water, private (septic) sewer, electricity and communications lines; all structures shall be located within the lot building envelopes shown on the Plan and its placement approved by the Declarant.

3.2 The total livable area above the foundation of each house shall be not less than two thousand (2,000) square feet, nor exceed six thousand (8,000) square feet. The term livable area as used here excludes garages, breezeways, exterior porches and decks without roofs.

3.3 The exterior of each house, including the garage and breezeway shall be finished with clapboard, cedar shingles, natural stone, cedar siding, or vinyl siding with metal rap.

3.4 The portions of chimneys visible from the exterior shall be constructed of brick or natural stone or siding only and shall be proportionate in scale to that of the house.

3.5 Exterior lights and lampposts are to be constructed in accordance with lighting specifications to be developed or approved by Declarant subject to the provisions of Section 4 hereof which will require that such lighting does not shine into the dwellings of other Lot Owners.

3.6 No construction shall occur on any Lot until the Declarant subject to the provisions of Section 4 hereof has reviewed and approved in writing the Lot Owner's architectural plans depicting all of the proposed principal and accessory structures and improvements (including fences, in-ground pools and hot tubs) to be located on the Lot, which structures shall conform with the criteria set forth in this Article. Declarant's review and decision with respect to such plans shall be completed within thirty days of submission of a complete set of plans and specifications. Approval of such plans shall not be unreasonably denied. The plans shall illustrate the physical dimensions of all structures, improvements and landscaping, including yard setbacks and elevations. The plans shall also include exterior building material specifications such as color of paint or stain, windows, doors, trim, siding, and roofing materials.

3.7 All driveways and turnaround areas located on Lots must be finished with asphalt, concrete, or pavers. All driveways must have culverts to allow stormwater drainage. Culvert ends must be constructed and/or covered such that the culvert end is flush with the driveway improvements and no portion of the exterior of the culvert is readily visible.

3.8 No more than one mailbox shall be installed on a Lot and its design and location on the Lot shall be subject to the Declarant review and approval provisions of 3.6, above subject to the provisions of Section 4 hereof.

3.9 Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof, and all improvements on the Lot, including but not limited to the dwelling, grading, landscaping and stormwater drainage improvements, shall be completed within twelve (12) months of commencement of the construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the Lot Owner's control.

3.10 To provide harmonious and consistent landscaping throughout the Subdivision, Lot Owners shall submit to Declarant (subject to the provisions of section 4 hereof) improvements, a landscaping plan depicting placement of lawns, trees, bushes, walls, fences, recreational amenities (e.g. in-ground pool) and any large yard ornaments. Declarant shall have 30 days from receipt of said submission to review and approve or make revisions to said plan.

3.11 Any additions or exterior modification of structures or improvements on the Lots must be approved in advance in writing by the Declarant (subject to the provisions of Section 4 hereof) who shall review the application for compliance with the provisions of this Article and this Declaration.

3.12 All home builders, subcontractors and architects chosen by Lot Owners must be licensed (to the extent required by Maine law), experienced, insured and must submit to the Declarant, evidence of appropriate insurance and a construction time-table schedule for the home and improvements they seek to build. Before commencement of any work on a Lot, the Declarant reserves the right to approve in writing, the general contractor, the construction schedule and the insurance certificates submitted by the Lot Owner.

3.13 Within sixty days following the estimated date of completion of any work performed on a Lot for which Declarant approval was required, the Declarant, upon reasonable notice may proceed to inspect the work without being liable for trespass. Declarant shall inspect the work and determine whether it was performed in substantial compliance with the approval granted. If the Declarant finds that the work was not performed in substantial compliance with the approval granted or that the approval required was not obtained, the Declarant shall notify the Lot Owner in writing of the non-compliance and shall require the Lot Owner to remedy the noncompliance within a reasonable time not to exceed 90 days. If the Lot Owner does not comply with the Declarant's notice to remedy, the Declarant may either remove the non complying improvement or remedy the noncompliance through legal action. The costs of remediation shall be assessed against the non-compliant Lot Owner and enforced in accordance with the provisions of Article 6.4 (b),(c),(d) and (e), below.

3.14 Within thirty days after written demand is delivered to Declarant by any Lot Owner, and upon payment to the Declarant of a reasonable fee (during Declarant Control Period \$50.00, thereafter as determined by BCHA in accordance with its Bylaws), Declarant shall record an estoppel certificate, executed by any two directors of BCHA and, until termination of the Declarant Control Period, Declarant, certifying that as of the date of the certificate, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non compliance. The certificate may also address the following matters upon request of the Lot Owner: (1) a statement

setting forth the amount of the monthly, quarterly or annual assessment imposed against the Lot and Lot Owner by the Association, and any unpaid fees or assessments currently due and payable; (2) a statement of any other fees or assessments payable by Lot Owner to the Association; (3) a statement of any capital expenditures anticipated by the Association; (4) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects; (5) the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; (6) the current operating budget of the Association; (7) a statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant; (8) a statement describing Association insurance coverage; (9) a statement as to whether the Board has knowledge of any violations of this Declaration by the Lot Owner or any other Lot Owner; (10) a statement as to whether the Board has received notice of zoning, land use or building code violations with respect to any portion of the Subdivision. Any interest of the lot owner shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as between the Association, Declarant, and the Lot Owners, and such persons deriving any interest through any of them.

3.15 Once construction is completed on any Lot, the owner is responsible for maintaining the property so that, when viewed from New Fairway Drive and adjacent Lots or Common Property, it appears neat and well kept. Lawns shall be mowed regularly, debris removed and shrubs appropriately maintained. Lot Owners shall be responsible for the lawn and shrubbery maintenance of the strips of land located between their boundary lines and the edge of road pavement.

3.16 Nothing in this Article 3 shall be deemed to relieve any Lot Owner from obtaining all necessary government permits and otherwise complying with all applicable laws, regulations and ordinances.

ARTICLE 4. RIGHTS RESERVED BY DECLARANT

In addition to rights expressly reserved by Declarant in other Articles of this Declaration, Declarant reserves the following real estate development rights for a period five years from the date of this Declaration or, if earlier, the date upon which Declarant has duly assigned such rights and duties to the Association in accordance with this Declaration (herein referred to as Declarant Control Period):

4.1 Declarant reserves the exclusive right to review and approve construction plans for dwellings and other improvements on the Lots as set forth in Article 3. Notwithstanding any provision herein to the contrary, upon expiration of the Declarant Control Period, the Board, pursuant to BCHA Bylaws, shall assume the administrative duties and responsibilities of Declarant set forth in this Declaration, but shall not assume any of the responsibilities of the Declarant for construction as specifically set forth in this Declaration.

4.2 The Declarant, its successors and assigns, reserves title to the Common Property in fee simple absolute, subject to all the rights and privileges of Lot Owners set out herein and in deeds of conveyance. However, not later than expiration of the Declarant Control Period, Declarant shall convey its rights in the Common Property to BCHA.

4.3 All of the rights reserved by Declarant in this Article 4 and in other Articles of this Declaration may not be amended or modified without written consent of the Declarant during the Declarant Control Period.

4.4 During the Declarant Control Period, any rules and regulations adopted by the BCHA pertaining to the use and maintenance of the Common Property must be approved in writing by Declarant.

ARTICLE 5. MAINTENANCE OF COMMON PROPERTY

5.1 Storm water Management Easement Areas and Facilities. Portions of Lots _____ are subject to swale and stormwater detention pond easement restrictions as shown on the Plan. The Drainage Easement Areas are reserved for engineered storm water management improvements that must be accessed and maintained regularly by BCHA. During the Declarant Control Period, Declarant shall have exclusive responsibility, including the expense, of promptly (but no later than one year from the date hereof) constructing all storm water management improvements required by the Town of Naples as a condition of the Plan approval. Thereafter, the responsibility and expense of such maintenance shall be borne by BCHA. Declarant shall promptly (but no later than one year from the date hereof) adopt and implement a storm water management maintenance plan based on a generally accepted model of best practice, and the Operation and Maintenance Program by D.M. Roma Engineering stated in attachment A. All storm water improvements to subdivision will be inspected quarterly and after each significant rainfall event.

5.2. Infrastructure, Landscaping/No Cut Buffers and Other Common Property. Declarant shall promptly (but not later than one year from the date hereof) construct New Fairway Drive at its expense in accordance with the Plan and at least to the minimum standards required by the Town of Naples, such work shall include installation of all underground utilities, stubbed to agreed-upon locations at the boundary of each Lot. However, to prevent damage to the top coat of asphalt during construction of dwellings within the Subdivision, Declarant will install the top coat not sooner than two years, or later than 5 years, from the date of this Declaration. During the Declarant Control Period, Declarant shall be responsible for the maintenance, repair, and condition of New Fairway Drive, excluding snow plowing and street sweeping. After the Declarant Control Period, BCHA shall be responsible for maintenance New Fairway Drive. During and after the Declarant Control Period, snow plowing and street sweeping of New Fairway Drive shall be the responsibility of BCHA. Pursuant to Plan Note _____ New Fairway Drive is to remain a private way owned and maintained by first the Declarant and then when transferred to the BCHA and shall not be accepted or maintained by the Town of Naples. No structures of any kind, whether temporary or permanent, may be constructed, placed or erected within or upon the Open Space Conservation Easement areas. The Open Space shall remain forever open and maintained, except that dead, diseased or invasive plant varieties (such as bittersweet) may be removed by the Declarant during the Declarant Control Period, and thereafter by BCHA. Preservation and management of the Open Space areas shall be the responsibility of the Declarant during the Declarant Control Period, and thereafter by BCHA.

5.3. Miscellaneous. All of Declarant's work described in this Declaration shall be performed timely, in a good and workmanlike manner and in compliance with all laws, ordinances and regulations applicable thereto, using quality and grade of materials and installations consistent with a first-class residential development in southern Maine. Declarant hereby warrants and

guarantees that all of such work shall be free from defects, latent or patent, free-from defective materials and constructed in accordance with this Declaration and applicable law, according to sound engineering and construction standards. Declarant's obligations under this warranty and guaranty shall terminate five years from the date of this Declaration. In the event of a breach of this guaranty, Declarant shall promptly at its sole expense undertake all work necessary to repair any defects or failures of said work to comply with this Declaration. During the Declarant Control Period, no provision of this Declaration concerning Declarant's work or the foregoing guaranty may be amended or modified without the unanimous vote. of BCHA members.

ARTICLE 6

CORPORATE OWNERSHIP OF (AQUATIC STRUCTURES) DOCKS, and ASSIGNED BOAT SLIPS to Lot Owners. This is forth coming.

ARTICLE 7. HOMEOWNER'S ASSOCIATION

6.1 Creation and Purpose: A Maine not-for-profit corporation has been formed by Declarant, to be known as the Brandy Crossing Homeowners Association, to facilitate the maintenance of the Common Property and the assessment and collection of revenue to fund the-maintenance of the Common Property from Lot Owners. In addition to the provisions set forth herein, BCHA shall be governed by its Articles of Incorporation, Bylaws, and any amendments thereto or any rules and regulations subsequently adopted by the BCHA. In the event of a conflict between the provisions of this Declaration and the Bylaws or rules and regulations, the provisions of this Declaration shall govern. Unless otherwise expressly provided in this Declaration, all the rights and obligations of the Declarant with respect to the review and approval of construction plans (including dwellings, structures and landscaping) on the Lots and the enforcement of the provisions of this Declaration, shall be administered by the BCHA Board of Directors (the Board) or its officers, agents and employees following the termination of the Declarant Control Period.

6.2 Membership and Voting. Declarant, its successors and assigns, and every record Owner of Lots 12 through 24, and lots 27,28,and 29. of the Subdivision shall be members of BCHA and each Lot shall be entitled to one vote, except as provided herein. If only one of the multiple Owners of a Lot is present at a meeting of BCHA (either in person or electronically by telephone or video conference, which in all cases shall qualify for being present), he or she shall be presumed to be entitled to cast all the votes allocated to that Lot. If more than one of the multiple Owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. A majority in interest consists of Owners of the Lot who collectively own more than fifty percent of the Lot. There is deemed to be a majority agreement when anyone of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any other Owners of that Lot. If a majority agreement is not reached, the votes allocated to that Lot shall not be cast.

6.3 Powers and Duties of the Association. BCHA shall have all the powers that may be exercised in this State by a nonprofit mutual benefit corporation, including but not limited to the following specific powers and duties:

- (a) To maintain the Common Property in accordance with Article 5;
- (b) To improve, maintain, and repair New Fairway Drive including re-surfacing when necessary, snow plowing, snow removal, and sanding;
- (c) To accept an assignment of Declarant's rights and obligations pertaining to the Common Property or as otherwise provided herein or as otherwise agreed to by Declarant and BCHA;
- (d) To adopt and amend budgets for revenues, expenditures and reserves; to assess and collect association fees and assessments from Lot Owners; to impose charges for late payment of association fees and assessments;
- (e) To establish reasonable rules and regulations for the use and maintenance of the Common property;
- (f) To terminate employees, agents and independent contractors; to make contracts and incur liabilities; to enter into a contract with a trash removal company for servicing the Lots if public trash removal is unavailable, a snow plowing contract, or any other service contracts as are reasonably necessary for the Association to uphold its Subdivision maintenance obligations;
- (g) To obtain insurance including but not limited to liability of directors and officers, casualty, premises liability, motor vehicle and worker's compensation;
- (h) To acquire, own and maintain equipment (including vehicles), tools and materials necessary to carry out the duties set forth above;
- (i) To institute, defend or intervene in litigation or administrative proceeding;
- (j) To impose reasonable charges for the preparation of and recording of amendments to this Declaration, estoppel certificates required by section 3.14, or statements of unpaid Lot Owner assessments;

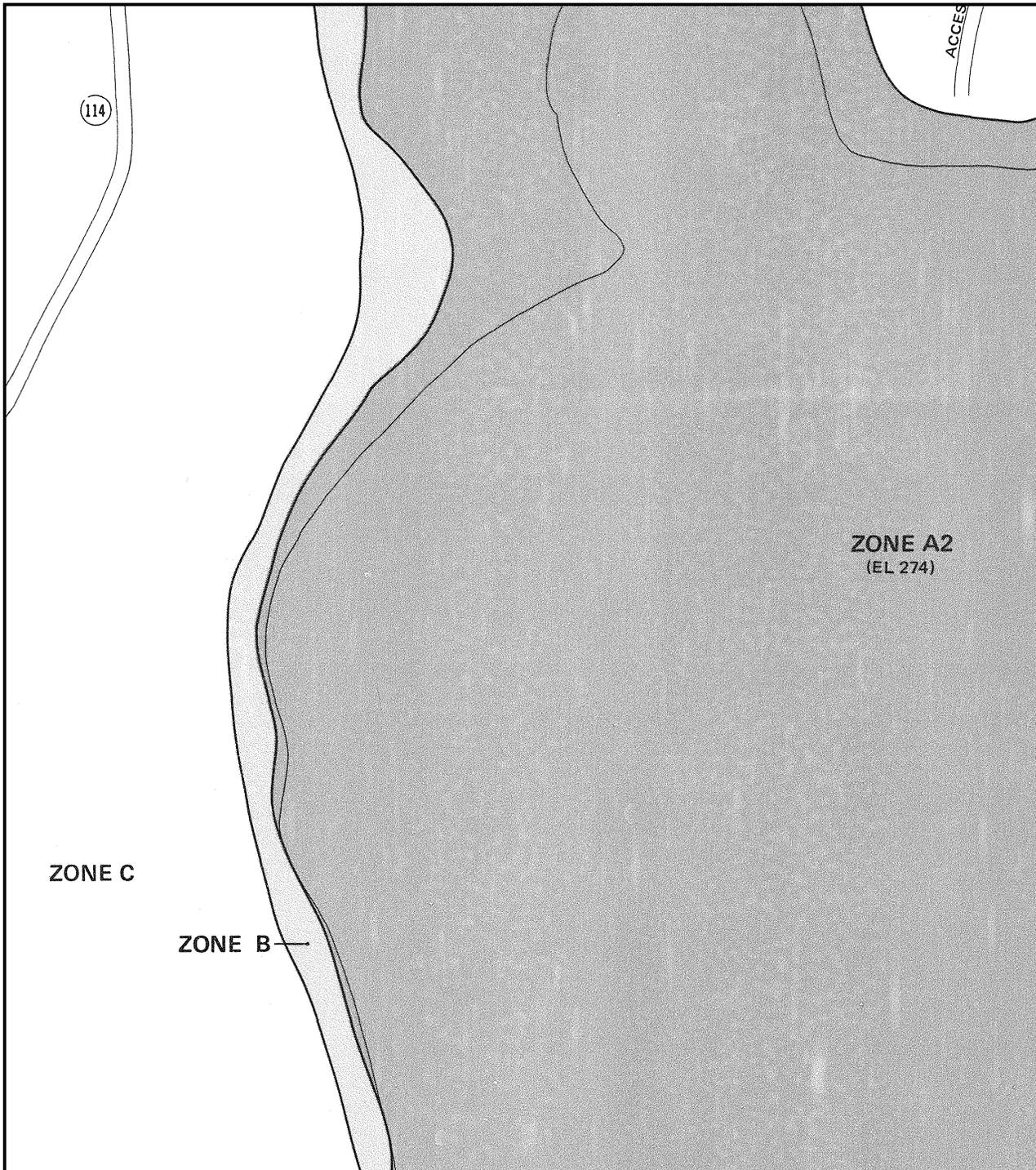
Front Nine Homes, L.L.C.

Paul C. Hollis (Manager)

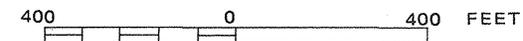
Date

SECTION 8

FLOOD INSURANCE RATE MAP



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
NAPLES, MAINE
CUMBERLAND COUNTY

PANEL 16 OF 25
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230050 0016 B

EFFECTIVE DATE:
APRIL 1, 1982



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

SECTION 9

CORPORATE CERTIFICATE OF GOOD STANDING



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

[Corporate Name Search](#)

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Tue Jul 31 2018 07:51:34. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
FRONT NINE HOMES LLC	20184369DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
02/16/2018	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

ATTY HYLIE WEST
15 BELVIDERE ROAD
DAMARISCOTTA, ME 04543

[Back to previous screen](#)

[New Search](#)

Click on a link to obtain additional information.

List of Filings

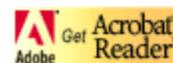
[View list of filings](#)

Obtain additional information:

Certificate of Existence [\(more info\)](#)

[Short Form without amendments \(\\$30.00\)](#) [Long Form with amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files. If you encounter problems, visit the [troubleshooting page](#).



SECTION 10

LEGAL CORRESPONDENCE – DOCK FACILITY

PERKINS LAW, P.A.
ATTORNEYS AT LAW
<http://www.perkinspa.com>

32 Pleasant Street
P.O. Box 449
Portland, Maine 04112-0449

(207) 871-7159
FAX (207) 871-0521
David J. Perkins
Email: dperkins@perkinspa.com

19:20

Town of Naples
Attention: Rene Carter
15 Village Green Lane
PO Box 1757
Naples, ME 04055

Re: The Homes at Brandy Crossing subdivision

Dear Ms. Carter:

I represent Paul Hollis. I am writing regarding Mr. Hollis' plans for the Brandy Crossing subdivision.

As part of the project, Mr. Hollis proposes to have two (2) aquatic structures located on Brandy Pond. Each aquatic structure will be comprised of a dock. One dock will abut lot 12 and will have no more than 10 boats. The other dock will abut lot 16 and will have no more than 6 boats. Lots 12 and 16 will be adjacent to common space for the subdivision.

The Town of Naples Definitional Ordinance states: "Aquatic Structure" Shall mean any functionally water-dependent structure designed to be placed in or over a great pond or a river and shall include, without limitation, docks, wharves, piers and floats extending over the water starting at the normal high water mark."

Mr. Hollis' aquatic structures will be owned by a non-profit corporation. The shareholders of the corporations will be the property owners in Mr. Hollis' Brandy Crossing subdivision. The sole purpose of the non-profit corporation will be to own, operate, and maintain the aquatic structures (i.e., the two docks).

Under Naples' Shoreland Zoning Ordinance, Section 15(C)(6), the Planning Board can issue a permit for a non-commercial aquatic structure if the Planning Board finds that the use or construction of the structure is consistent with any applicable provision of the Shoreland Zoning Ordinance and the Comprehensive Plan, is located on or adjacent to the land it purports to serve, will not unreasonably interfere with navigation and aquatic access to adjacent lots insofar as they are currently being used, and will not significantly contribute to or aggravate existing foreseeable future aquatic congestion.

The proposed Aquatic Structure meets all of the conditions set forth in Section 15(C)(6) of the Shoreland Ordinance. The aquatic structures will be adjacent to and serve the two lots that are to be held as common land for the subdivision. The two docks will not unreasonably interfere with navigation and aquatic access to adjacent lots. The two docks will not significantly contribute to or aggravate existing future aquatic congestion. In fact, the use of the two docks will avoid the greater congestion that would result if the parcel had multiple docks serving individual lot owners.

There is no requirement in the Shoreland Ordinance requiring a specific amount of lake Frontage for a non-commercial Aquatic Structure.

With respect to Commercial Aquatic Structures, Section 15(C)(8) of the Shoreland Ordinance requires that there be at least 25 feet of shore frontage for every one motorized watercraft. The Brandy Crossing project meets this requirement.

The Town of Naples defines a "Commercial Aquatic Structure" as: "An aquatic structure serving persons other than those owning or lawfully occupying the adjacent upland, or an aquatic structure, the use of which is sold, rented or leased for consideration of any kind whether on a short term or long term basis."

The shareholders of the Aquatic Structure will not own any fee title to any of the lake front property involved in this project. The shareholders rights in the Aquatic Structure shall be confined to the right to park their boat on the Aquatic Structure.

Based on the definitions of a Commercial Aquatic Structure and an Aquatic Structure, we believe that the "Aquatic Structure" definition most accurately describes the two docks that will be owned by the non-profit corporation with the lot owners being the only shareholders. Regardless of which form of definition is used, the aquatic structure satisfies the requirements the land use ordinances of the Town of Naples.

Finally, the use of the Aquatic Structures and the two common/open space parcels for this project meets the goals set forth in the Naples Comprehensive Plan. Rather than having multiple house lots each having its own dock and more intensive development on the lake, this plan preserves open space on Brandy Pond and minimizes the number of docks for the development to two docks instead of 9 that would otherwise be allowed.

Yours sincerely,

David J. Perkins

DJP/lk