



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954*

AGENDA Caribou Planning Board Regular Meeting Thursday, June 13, 2019 at 5:30 p.m. City Council Chambers

www.cariboumaine.org

- I. Call Meeting to Order
- II. Approval of minutes from the April 11, 2019 Planning Board meeting. Pgs. 2-4
- III. Public Hearing
- IV. Old Business
 - a. Consider a Condominium Association Declaration for Lindley Estates by Troy Haney Pgs. 5-60
- V. New Business
 - a. Consider a Change of Use Permit for Caribou Utilities District and Revision Energy for the River Road application of a Solar Array at the Map 11, Lot 60-A property. Pgs. 61-75
- VI. New Communications
- VII. Staff Report
 - a. Notices of Violation (Unsafe Buildings and Garbage issues)
 - b. Blight Removal
 - c. Mayors Committee on Urban Renewal
 - d. Birdseye demolition
 - e. 60 Access Highway
 - f. Small Communities Grants (Septic Applications)
 - g. Public Services CDBG Letter of Intent
 - h. Comprehensive Plan Update Progress
- VIII. City Manager's Review of Chapter 13-200
- IX. Other Business
- X. Adjournment



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Caribou Planning Board Meeting Minutes Thursday, May 9, 2019 @ 5:30 pm City Council Chambers

Members Present: Robert White, Phil Cyr, Christine Solman and Todd Pelletier

Members Absent: Philip McDonough III, Evan Graves and Dan Bagley

Others Present: Ken Murchison –CEO & Zoning Administrator, Denise Lausier –Executive Assistant to the City Manager, Thomas Ayer –Council Liaison, Ted Walker, Philip Duplessie, Jodi Duplessie, Riley Duplessie and Gary Nadeau, Sr.

- I. Call Meeting to Order** –The meeting was called to order at 5:30 pm.
- II. Approval of minutes from the April 11, 2019 Planning Board Meeting** – Todd Pelletier moved to accept the minutes as presented; seconded by Philip McDonough III. Motion carried with all in favor.
- III. Public Hearing**
 - a. Use Permit for Neal Griffeth requesting Land Use change from Commercial to Residential Use, pending sale of a portion of the property at 416 Van Buren Road.** – Public Hearing opened at 5:44 pm. CEO Ken Murchison explained that this is a proposal to turn a portion of the lot into a residential lot that Neal Griffeth can sell. Renovations are being made so it can be sold as a residence.

Ted Walker was present to speak on this request. Mr. Walker intends to purchase this property, live there and own a medical marijuana grow house, no store. It's five acres, solar paneled, middle driveway, back piece is land locked with a right of way and a big building. Each lot will be at least five acres.

CEO Ken Murchison stated that Dale Blackstone did a survey and had a sketch for the Board. The lot is the rear lot and it needs to be at least an acre to be residential. Mr. Walker commented that it shares the septic, there is a garage and there is a right of way to enter the property that doesn't include the garage. He wants to keep the garage for now, it's full of stuff and sell it later.

City Manager Dennis Marker commented that the City Code requires frontage.

CEO Ken Murchison commented that it is an issue dividing one lot into three, will need to consider it a subdivision. Manager Dennis Marker stated that it's not a subdivision if he keeps the center lot. Manager Marker also commented that the City cannot approve a non-conforming lot.

Public Hearing closed at 5:53 pm.

After discussion, the Board decided that they need a formal survey from Dale Blackstone, the issue is the split of the property into three lots which requires subdivision review.

Manager Marker commented needing something that defines more clearly the right of way, legal access to the property. There's a non-conforming fronting parcel. There is nothing to consider going from commercial to residential. Need to check with DEP if any issues with the septic. It's a permitted use by City code. With the zoning side there are no issues. With the building side it is a little different, it will need to comply with residential code.

Consider action on the Use Permit Application from Neal Griffeth. - CEO Ken Murchison stated that it's ok to move forward with residential use. Manager Marker commented to get a building permit, DEP approval on septic and right of way. CEO Murchison stated he will report to the Building Officials that it is good to go and ok to move forward with the building permit.

IV. Old Business

- a. **Continued from the April 11 Planning Board Meeting, continue consideration of the Use Permit from Philip Duplessie requesting a Land Use change from Residential to Commercial to start an automotive repair business at his 565 Van Buren Road Property.** – CEO Ken Murchison explained that at the last meeting, the Planning Board had conditions of approval for Mr. Duplessie. New pictures of the property were included in their packets and the Board reviewed them. Mr. Duplessie commented that he has two personal vehicles on the property he is working on that are unregistered. Mr. Murchison explained that he has installed an oil water separator when he could have had the drain sealed over. He will put up a fence on both property lines as well. It's a change of use, residential to commercial. It's in an R-3 which is an appropriate use for this zone.

Mr. Duplessie's neighbor Gary Nadeau, Sr. commented that he has more than two vehicles on the property. He has concerns with the vehicles and potential contamination of wells.

Phil Cyr commented that things have been cleaned up. Chairman Robert White also commented that the CEO stated things have been cleaned up and are in conformance.

CEO Ken Murchison stated that the conditions of the building permit have not been met yet because of siding and the fence being set up. Chairman Robert White stated to put a 90 day deadline for fencing and siding.

- b. **Field trip to 565 Van Buren Property to observe actual conditions at the site in question.** – The Board did not feel the need to take a field trip to the property. CEO Ken Murchison supplied them with current photos of the property and stated that things have been cleaned up. Mr. Murchison will continue to monitor his progress.

Consider action on the Use Permit Application from Philip Duplessie. - Phil Cyr moved to support the CEO in proceeding with his duties in issuing this use permit with conditions; install a fence between properties, complete clean-up of property and complete existing building permit by applying siding to the garage building; seconded by Todd Pelletier. Motion carried with all in favor.

V. **New Business** – None.

VI. **New Communications** – None.

VII. Staff Report from CEO Ken Murchison -

- a. Notices of Violation (Unsafe Building and Garbage issues)** – Have had twenty one violations on garbage and unsafe buildings, collapsed buildings. Have one property on Veronica Street that has a collapsed foundation and fuel tank on the side, the owner is Rosenberg a Texas Mortgage Company.
- b. Blight Removal** – Having an asbestos inspection done on tax acquired properties by licensed inspectors. Will go to Council at their next meeting. Will be inspections costs and abatement costs, will be costly to tear down.
- c. Mayors Committee on Urban Renewal** – The Mayor has formed a special committee for urban renewal. It will be an official committee that will take a look at these buildings.
- d. Birdseye Demolition** – Birdseye is coming to completion. The digester building is still standing and it's full of effluent. The City has contracted with a metal company, will get paid \$65.00 a ton.
- e. 60 Access Highway** – May have to look at having the Fire Marshal inspect. ADA restrooms, it's an 8-10 week process. The Food Pantry wanted to move in quicker than that, so they ended up finding a place on Herschel Street, they are renovating an 800 square foot space and settled on lease payments.
- f. Small Communities Grants (Septic Applications)** – Small communities grant for malfunctioning septic systems all over the state. We are a little behind the eight ball, have had five good applications out of six. Those that have potential impact to water bodies. Couple of applications came in late, they are good applications for emergency funds.
- g. Public Services CDBG Letter of Intent** – CDBG grant for the Age Friendly group at Cary Medical Center. A letter of intent went out on a transportation grant bringing together all the transportation agencies and coordinating them.
- h. Comprehensive Plan Update Progress** – Will make sure the City Council all receive copies of the Comprehensive Plan. Will put together a workshop with the Planning Board and City Council to review. Will get the public involved as well. We are a little behind in the process, but Mr. Murchison has put together a checklist to go by.

VIII. City Manager's Review of Chapter 13-200 – City Manager Dennis Marker has been working on the review of Chapter 13, Zoning of City Code. He has recommendations on Section 13-200 for the Board to review.

IX. Other Business – None.

X. Adjournment – The Board adjourned at 6:45 pm.

Respectfully Submitted,

Philip McDonough III
Planning Board Secretary

PM/dl

Maine Revised Statutes
Title 33: PROPERTY
Chapter 31: MAINE CONDOMINIUM ACT

§1602-105. CONTENTS OF DECLARATION

(a) The declaration for a condominium contains:

(1) The name of the condominium, which includes the word "condominium" or be followed by the words "a condominium," and of the association; [1981, c. 699, (NEW).]

(2) The name of every municipality and every county or registry district in which any part of the condominium is situated; [1981, c. 699, (NEW).]

(3) A legally sufficient description of the real estate included in the condominium; [1981, c. 699, (NEW).]

(4) A statement of the maximum number of units which the declarant reserves the right to create; [1981, c. 699, (NEW).]

(5) A description of the boundaries of each unit created by the declaration, including the unit's identifying number; [1981, c. 699, (NEW).]

(6) A description of any limited common elements, other than those specified in section 1602-102, paragraphs (2) and (4), as provided in section 1602-109, subsection (b), paragraph (10); [1981, c. 699, (NEW).]

(7) A description of any real estate, except real estate subject to development rights, which may be allocated subsequently as limited common elements, other than limited common elements specified in section 1602-102, paragraphs (2) and (4), together with a statement that they may be so allocated; [1981, c. 699, (NEW).]

(8) A description of any development rights and other special declarant rights, section 1601-103, paragraph (25), reserved by the declarant, together with a legally sufficient description of the real estate to which each of those rights applies, and a time limit within which each of those rights must be exercised; [1981, c. 699, (NEW).]

(9) If any development right may be exercised with respect to different parcels of real estate at different times, a statement to that effect together with:

(i) Either a statement fixing the boundaries of those portions and regulating the order in which those portions may be subjected to the exercise of each development right, or a statement that no assurances are made in those regards; and

(ii) A statement as to whether, if any development right is exercised in any portion of the real estate subject to that development right, that development right must be exercised in all or in any other portion of the remainder of that real estate;

[1981, c. 699, (NEW).]

(10) Any other conditions or limitations under which the rights described in paragraph (8) may be exercised or will lapse; [1981, c. 699, (NEW).]

(11) An allocation to each unit of the allocated interests in the manner described in section 1602-107; [1981, c. 699, (NEW).]

(12). Any restrictions on use, occupancy and alienation of the units; [1981, c. 699, (NEW).]

(13). The recording data for recorded easements and licenses appurtenant to or included in the condominium or to which any portion of the condominium is or may become subject by virtue of a reservation in the declaration; [1981, c. 699, (NEW).]

(14). All matters required by sections 1602-106, 1602-107, 1602-108, 1602-109, 1602-115, 1602-116 and 1603-103, subsection (d); and [1981, c. 699, (NEW).]

(15). Reasonable provisions regarding the manner in which notice of matters affecting the condominium may be given to unit owners by the association. [1981, c. 699, (NEW).]

(b) The declaration may contain any other matters the declarant deems appropriate. [1981, c. 699, (NEW).]

SECTION HISTORY

1981, c. 699, (NEW).

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Maine Revised Statutes
Title 33: PROPERTY
Chapter 31: MAINE CONDOMINIUM ACT

§1602-109. PLATS AND PLANS

(a) Plats and plans are a part of the declaration. Separate plats and plans are not required by this Act if all the information required by this section is contained in either a plat or plan. Each plat and plan must be clear and legible, bear the seal and signature of the land surveyor, engineer or architect under whose direction the plat or plan was prepared. [1981, c. 699, (NEW).]

(b) Each plat must show:

(1) The name and a survey or general schematic map of the entire condominium; [1981, c. 699, (NEW).]

(2) The location and dimensions of all real estate not subject to development rights, or subject only to the development right to withdraw, and the location and dimensions of all existing improvements within that real estate; [1981, c. 699, (NEW).]

(3) The location and dimensions of any real estate subject to development rights, labeled to identify the rights applicable to each parcel; [1981, c. 699, (NEW).]

(4) The extent of any encroachments by or upon any portion of the condominium; [1981, c. 699, (NEW).]

(5) The location and dimensions of all easements serving or burdening any portion of the condominium; [1981, c. 699, (NEW).]

(6) The location and dimensions of any vertical unit boundaries not shown or projected on plans recorded pursuant to subsection (d) and that unit's identifying number; [1981, c. 699, (NEW).]

(7) The location with reference to any established datum of any horizontal unit boundaries not shown or projected on plans recorded pursuant to subsection (d) and that unit's identifying number; [1981, c. 699, (NEW).]

(8) The location and dimensions of any real estate in which the unit owners will own only an estate for years, labeled as "leasehold real estate;" [1981, c. 699, (NEW).]

(9) The distances and courses between noncontiguous parcels of real estate comprising the condominium; [1981, c. 699, (NEW).]

(10) The location and dimensions of limited common elements, including porches, balconies and patios, other than parking spaces and the other limited common elements described in section 1602-102, paragraphs (2) and (4); and [1981, c. 699, (NEW).]

(11) In the case of real estate not subject to development rights, other matters customarily shown on land surveys. [1981, c. 699, (NEW).]

(c) A plat may also show the intended location and dimensions of any contemplated improvement to be constructed anywhere within the condominium. Any contemplated

improvement shown must be labeled "MUST BE BUILT" or "NEED NOT BE BUILT."
[1981, c. 699, (NEW).]

(d) To the extent not shown or projected on the plats, plans must show:

(1) The location and dimensions of the vertical boundaries of each unit, and that unit's identifying number; [1981, c. 699, (NEW).]

(2) Any horizontal unit boundaries, with reference to established datum and the unit's identifying number; and [1981, c. 699, (NEW).]

(3) Any units in which the declarant has reserved the right to create additional units or common elements, section 1602-110, subsection (c), identified appropriately. [1981, c. 699, (NEW).]

(e) Unless the declaration provides otherwise, the horizontal boundaries of part of a unit located outside of a building have the same elevation as the horizontal boundaries of the inside part, and need not be depicted on the plats and plans. [1981, c. 699, (NEW).]

(f) Upon exercising any development right, the declarant shall record either new plats and plans necessary to conform to the requirements of subsections (a), (b) and (c), or the declarant may record an affidavit that plats and plans previously recorded conform to the requirements of those subsections. [1981, c. 699, (NEW).]

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June 6, 2019

Ken Murchison
Zoning Administrator/CEO
CITY OF CARIBOU
25 High Street
Caribou, Maine 04736

RE: Lindley Estates
Condominium Declaration

Dear Ken:

Enclosed please find a copy of the Declaration of Condominium for Lindley Estates.

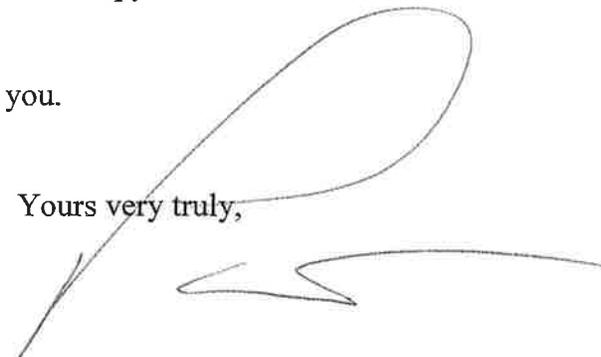
I understand this copy is being provided to the Planning Board as it considers its approval of the condominium plat for this project.

The creation of the condominium real estate requires first the recording at the Registry of Deeds of the approved plat and then the recording of the condominium declaration.

The declaration that I've provided is an unsigned draft as we must complete it with the recording information of the plat as approved by the planning board. Once the plat is approved and recorded at the Registry, we will complete the declaration with the reference to the plat's book and page and then record the completed declaration at the Southern Aroostook Registry of Deeds. I will plan on forwarding to you a recorded copy of the Declaration for your records.

Please feel free to call with any questions. Thank you.

Yours very truly,



Patrick R. Bennett

Enclosure

**DECLARATION OF CONDOMINIUM
LINDLEY ESTATES, A CONDOMINIUM
CARIBOU, MAINE
June _____, 2019**

DECLARATION OF CONDOMINIUM

“LINDLEY ESTATES”

A CONDOMINIUM

CARIBOU, MAINE

THIS DECLARATION is made as of this _____ day of June, 2019, by **TROY W. HANEY, d/b/a HANEY’S BUILDING SPECIALTIES**, of Caribou, in the County of Aroostook, and State of Maine (hereinafter "Declarant"), as the owner in fee simple of the Real Estate hereinafter described.

ARTICLE 1
SUBMISSION

Section 1.1 - Property. Declarant, the owner in fee simple of the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") situated in the City of Caribou, County of Aroostook and State of Maine, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as the same may be amended from time to time, known as the Maine Condominium Act (the "Act"). This Declaration creates eight (8) Units, which is the maximum amount of units to be created at this Condominium by Declarant.

Section 1.2 - Name and Address of Condominium. The name and address of the Condominium is:

Lindley Estates, A Condominium
82 Glenn Street
Caribou, Maine 04769

ARTICLE 2
DEFINITIONS

Section 2.1 - Terms Defined in the Act Capitalized terms defined in the Act and not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

Section 2.2 - Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and the Plats and Plans:

"Association" means the Unit Owners Association of the Condominium, which is known as the "Lindley Estates Owners Association."

"Board of Directors" means the Board of Directors of the Association.

"Building" means the residential buildings situated on the Real Estate, related structures and all other buildings and improvements now or hereafter constructed on the Real Estate. The term "Building" shall mean and include the singular or plural number.

"Building Exterior Maintenance" means the maintenance, repair and replacement of Buildings, including without limitation, painting, exterior finish materials, exterior surfaces, roofs and all structural elements and all other Common Elements of such Building.

"Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Act, as such document may be amended from time to time.

"Common Elements" (or, in the singular, a "Common Element") means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements and generally consist of all portions of the Condominium other than Units. Unless otherwise expressly stated herein, references to Common Elements shall include, but not be limited to, Limited Common Elements.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Condominium" means the Condominium described in Section 1.1. above.

"Condominium Documents" includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

"Declarant" means Troy W. Haney, d/b/a Haney's Building Specialties, or any successor or assign that becomes a "Successor Declarant" in accordance with the provisions of the Act. References to "Declarant" at any given point in time shall mean the Declarant as reflected in the Southern Aroostook Registry of Deeds as of that point in time.

"Declaration" means this document, as the same may be amended from time to time.

"Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

"General Common Elements" means those Common Elements that are not Limited Common Elements.

"Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Article 9 hereof.

"Insurance Trustee" means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

"Limited Common Elements" (or, in the singular, a "Limited Common Element") means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements and the use and enjoyment of which is limited to less than all of the Units and include, without limitation, decks and shared entryways.

"Limited Common Expense" means Common Expenses of the Association associated with the maintenance, repair or replacement of the Limited Common Elements or the Units as determined by the Board of Directors.

"Monthly Assessment" means the Unit owner's share of the anticipated Common Expenses, allocated by Unit, for each month of the Association's fiscal year as reflected in the budget adopted by the Board of Directors for such year.

"Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Units.

"Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B, attached hereto, as the same may be amended from time to time.

"Property" means the Property described in Section 1.1. above.

"Plats and Plans" means the Plats and Plans for the Condominium recorded in the Southern Aroostook Registry of Deeds, as the same may be amended from time to time.

"Record" means to record in the Southern Aroostook Registry of Deeds.

"Rules and Regulations" means such rules and regulations as are promulgated by the Board of Directors from time to time with respect to the use of all or any portion of the Property.

"Special Assessment" means a Unit owner's share of any assessment made by the Board of Directors in addition to the Monthly Assessment.

"Subdivision Plan" means the plan approved by the City of Caribou Planning Board on _____, 2019 and recorded at the Southern Aroostook Registry of Deeds in Plan Book _____, Page _____.

"Transition Election" means the election of the members of the Board of Directors at the Transition Meeting.

"Transition Meeting" means the meeting of the Association to be held pursuant to Section 12.1(b) of this Declaration at which the Declarant-appointed members of the Board of Directors resign and members are elected by Unit Owners.

"Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

Section 2.3 - Provisions of the Act. The provisions of the Act shall apply to and govern

the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3
UNIT BOUNDARIES
AND
MAINTENANCE RESPONSIBILITIES

Section 3.1. Unit Boundaries.

(a) Each unit consists of a separate residential dwelling located within a Building structure. The boundary lines of each Unit are as shown on the Plats and Plans and are more particularly described as being formed by the following planes:

(i) The interior surface of the exterior walls of the Building forming a part of the Unit, the Unit to include the thickness of any finish material such as plaster or drywall;

(ii) The centerline of any interior walls or partitions of the Building forming a part of the Unit which separate such Unit from adjoining Units to its intersection with the upper and lower horizontal boundaries of the Unit;

(iii) The interior surface of the structural roof of the Building forming a part of the Unit;

(iv) The interior surface of the structural foundation of the Building forming a part of the Unit;

(v) The interior surface of the sash of windows which are set in the exterior walls of such Unit, the interior surface of the panes of such windows and the interior surface of window sills, moldings, trim, jambs and mullions for such windows; and

(vi) The interior surface of doors used for ingress to and egress from the Unit, and their sills and hardware, and the exterior surface of the door frames in which such doors are set.

(b) Each Unit consists of all portions of the Building within the aforesaid boundary lines excluding structural members and load bearing partitions, and shall not include ducts, wires, conduits and pipe runs which serve more than one Unit. The Unit shall include all shutters, awnings, window boxes, porches, bulkheads, patios, chimneys, access stairways, doorsteps, stoops, garages, exterior doors and windows exclusively serving such Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines; (2) all Building walls and partitions which are contained within such boundary lines including, without limitation, all doors, door frames, hardware, windows, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit; (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (4) lighting devices (including, without limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or

not such lighting devices are themselves located entirely within the boundary lines of such Unit; (5) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (6) all items of kitchen equipment located within such boundary lines and serving only such Unit, and such equipment's water, waste and electrical connections; (7) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power, or transmitting impulses, signals or intelligence (including, without limitation, impulses and signals for computer, telecommunications, and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit; (8) surface mounted and recessed cabinets including, without limitation, all associated lighting fixtures and accessories; and (9) refrigerators and other appliances and the portions of their water, waste, electrical and exhaust connections located within such boundary lines and serving only such Unit.

(c) Each Unit's identifying number is shown on the Plats and Plans.

Section 3.2 - Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Board of Directors and provided that the owners of the affected Units first obtain all necessary governmental approvals, permits and licenses. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment.

Section 3.3 - Maintenance Responsibilities.

(a) **Maintenance Chart.** Attached hereto as Exhibit C is a Maintenance Chart that designates the responsibility for maintenance of various parts of the Condominium. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act and Exhibit C. In the event of any inconsistency between the Maintenance Chart and the provisions of Section 1603-107 of the Act, or any inconsistency between the Maintenance Chart and the provisions of this Section 3.3 or any subsection hereof, the Maintenance Chart shall control. Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Owner's failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibility within such time frames as may be established by the Board of Directors and in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

(b) **Maintenance of Common Elements.** Unless necessitated by the negligence, misuse or neglect of a Unit Owner, as determined by the Board of Directors, the Association shall be responsible for Building Exterior Maintenance and for the maintenance, repair and replacement of all the Common Elements, including Limited Common Elements, whether located inside or outside of the Units. The cost of maintaining, repairing and replacing any Common Elements shall be charged to the Unit owners as a Common Expense, or, if fewer than all of the Units are benefited, then at the discretion of the Board of Directors, as a Limited Common Expenses. All such maintenance, repair and replacement shall be carried out on a

regular basis in compliance with the terms and conditions of State and local land use and environmental approvals for the Condominium and any approved maintenance plans for common facilities within the Condominium. All roads and driveways and all lighting systems in the Common Elements, shall be Common Elements and shall be operated and maintained by the Association.

(c) Maintenance of Unit. Each Owner shall keep and maintain such Owner's Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit; provided, however, that the Association shall repair or replace damaged or broken windows. The cost of repair or replacement of damaged or broken windows shall be assessed as a Limited Common Expense to the owners of the Units containing the windows. The Unit owner shall maintain the exterior and interior surface of windows in the Unit, including periodic washing. In addition, each Unit owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each Unit owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit owners. Each Unit owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

(d) Liability of Owner. Each Unit owner shall be liable, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any damage to the Common Elements including Limited Common Elements or of another Unit caused by such Unit owner's act, neglect or carelessness or by that of any member of such Unit owner's family, or such Unit owner's guests, invitees, licensees, employees, agents, lessees, or their pets, which the Association shall have the right to cure, correct, maintain, repair or replace. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit owner.

ARTICLE 4 **DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS** **AND LIMITED COMMON ELEMENTS**

Section 4.1 - Description of Common Elements. Common Elements shall mean that portion of the Property that is not a Unit and those portions of the Property identified and designated as Common Elements in this Declaration or in the Plats and Plans. Without limiting the foregoing, Common Elements shall include all roadways within the Property, from time to time, unless the Association petitions the City of Caribou to accept such roads as public ways and such City accepts the same.

Section 4.2 - Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Common Elements of the Property identified and designated as Limited Common Elements on the Plats and Plans or by Section 4.3. hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Elements, as the case may be, are Limited Common Elements allocated only to the

Unit which they serve.

Section 4.3 - Specified Limited Common Elements. Limited Common Elements shall include the following designated portions of the Building and the Property: walkways adjacent to each Unit as designated on the Plats and Plans; any portion of the electrical, heating, plumbing or other Building systems or fixtures that serve more than one Unit and decks, porches, balconies, shared entrances and parking spaces, but Limited Common Elements shall not include shutters, awnings, window boxes, doorsteps, stoops and patios, if any, each of which are part of the Unit served by such item.

Section 4.4 - Locations of Common Elements. The locations of the Limited Common Elements located outside of any Building are shown on the Plats and Plans. Any area of the Property not shown on the Plats and Plans or described in this Declaration as a Unit or a Limited Common Element is a General Common Element.

Section 4.5 - Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Unit owners and to establish a reasonable charge to such Unit owners for the use and maintenance thereof. Such designation by the Board of Directors shall not be construed as a sale or disposition of the Common Elements.

Section 4.6 - Roads. The driveway depicted on the Plats and Plans shall be a General Common Element. Notwithstanding any implication under law or otherwise, the driveway is and shall remain a private road and its depiction on the Plats and Plans or the Subdivision Plan is not an implied dedication thereof, nor an offer of dedication.

ARTICLE 5
ALLOCATION OF PERCENTAGE INTERESTS,
COMMON EXPENSES AND VOTING RIGHTS

Section 5.1 - Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying name or number, total livable square footage of each unit, and Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is determined by dividing the total livable square footage of each unit by the sum of the total livable square footage of all of the Units.

Section 5.2 - Common Expenses. The liability of each Unit for Common Expenses shall be the same percentage share as the Percentage Interest set forth on Exhibit B.

Section 5.3 - Allocation of Unit Owners' Voting Rights. Each Unit shall be entitled to one vote.

Section 5.4 - Casting of Votes. The votes in the Association allocated to a Unit can only be cast as a unit and cannot be split. If a Unit is owned of record by one person, that Unit owner's right to vote shall be established by the record title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote allocated to that Unit shall be as set forth in the Bylaws.

ARTICLE 6
EASEMENTS

Section 6.1 - Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created.

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer services offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on Common Element parking areas for models, sales, management, customer services and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 6.1(b) shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Board of Directors, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall have the right and power to dedicate, convey title to the same to any private or public utility company. The Board of Directors, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Board of Directors, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall have the right to grant permits, licenses and easements over the Common Elements for purposes necessary for the proper operation of the Condominium.

(c) The Declarant reserves, until such time as the Declarant has conveyed all of the

Units to Unit purchasers other than the Declarant, an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade and soil, or to take any other action reasonably determined to be necessary to maintain reasonable standards of health, safety and appearance. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Unit owners and their invitees, employees, tenants, licensees and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Board of Directors may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Board of Directors may from time to time determine it to be necessary or desirable to limit or control access by Unit owners or the occupants of Units, or both, including, without limitation, any recreational facilities, machinery and equipment rooms, and any management agent's office, provided, however, that every Unit owner shall have an unrestricted right of ingress and egress to his Unit.

(e) The Common Elements shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements. All such inspection, upkeep, maintenance, repair and replacement of the Common Elements shall be carried out in compliance with the terms of local and State land use and environmental approvals for the Condominium.

(f) The Common Elements shall be and hereby are made subject to the following easements in favor of the Units benefited:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(ii) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements, does not impair or structurally weaken the Building, and does not hinder or impair the fire rating or fire protection capacity of any fire protection system;

(g) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the

Building and the Common Elements,

(h) The Units and the Limited Common Elements are hereby made subject to the following easements:

(i) In favor of the Association and its agents, employees and independent contractors, (A) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible, (B) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (C) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and (D) for any of the purposes set forth in Section 6.1(i) and Section 6.1(j) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall comply with the terms and conditions of local and State land use and environmental approvals for the Condominium and shall take reasonable steps to minimize any interference with a Unit owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 6.1(h)(i) and the following Section 6.1(h)(ii) or both;

(ii) In favor of the Unit owner benefited thereby, the Declarant and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(i) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(j) The Units and the Common Elements are benefited by and subject to certain easements, rights and restrictions as described in Exhibit A, if any.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including, without limitation, the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating any such easement, right or restriction) shall continue in full force and effect until the termination of this Declaration.

Section 6.2 - Declarant's Reservation of Easement Rights. The Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property or is otherwise beneficial to the Property, including the contribution of maintenance costs. The foregoing notwithstanding, the Declarant shall have no right to grant any license or easement to use the roads within the Condominium to anyone who is not an Owner of a Unit.

ARTICLE 7
RESTRICTIONS ON USE, SUBDIVISION AND TRANSFER
OR LEASE OF UNITS

Section 7.1 - Use. The following restrictions shall apply to the use of the Condominium:

(a) Use of Units. Except as permitted by Article 15 of this Declaration, all Units shall be used for single-family residential purposes exclusively and no business or business activity shall be carried on within any Unit at any time except with the written approval of the Board of Directors. Leasing of a Unit for residential use shall not be considered a business or business activity. Any proposed leasing of a Unit must be done in accordance with the provisions of Section 7.2 herein. The walkways, patios or decks appurtenant to a Unit, shall be for the exclusive use of the Owners of the Units served by such walkway, patio or deck, his or her family, guests, tenants or invitees. The walkways in front of and beside any Unit and entrance ways to the Unit shall not be obstructed or used for any purpose other than ingress and egress.

(b) Fences and Improvements. No fences, hedges, walls or any improvements or structures of any type shall be erected or maintained upon the Common Elements, Limited Common Elements, or upon a Unit, except as installed by the Declarant in the initial construction, or as approved by the Board of Directors or its designated representative. Movable or decorative items, including, but not limited to, playground equipment, portable swimming pools, hot tubs, firewood, or bicycles, shall not be placed or maintained upon the Common Elements, without the prior written consent of the Board of Directors.

(c) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, barn, or other outbuildings may be erected or kept on any portion of the Property at any time, either temporarily or permanently, except in connection with the construction of any Unit or other improvements by the Declarant.

(d) Signs. No sign or flag of any kind shall be erected by any Owner, other than the Declarant, within the Property without the written consent of the Board of Directors or its designated representative. The Board of Directors shall have the right to erect reasonable and appropriate signs consistent with all applicable state and local laws and permits.

(e) Parking and Traffic. No Owner or occupant shall park any boat, boat trailer, snowmobile trailer, camper, commercial truck or commercial van or recreational vehicle on any portion of the Property. Parking on the Property, except in designated parking areas, is prohibited. Unregistered or inoperable vehicles shall not be left in the parking areas or any other portions of the Property for more than 48 hours. The Board of Directors shall have the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Property, and shall also have the authority to impose other traffic and parking regulations and to restrict the maximum noise levels of vehicles on the Property. Such Rules and Regulations shall be binding upon all Owners and occupants until and unless amended or modified by the vote of the Board of Directors.

(f) Animals and Pets. No animals shall be permitted, kept, or harbored in the buildings unless expressly permitted in writing by the Board of Directors. Such consent, if given, shall be revocable by the Board of Directors at its sole discretion, at any time. Written permission for individual Unit owners only (and not tenants, servants, employees, agents, visitors, guests, invitees or licensees of such Unit owner) to have their pets at Lindley Estates

will not be unreasonably withheld, provided that such animals are of common household pet type, being birds, dogs, or cats. An Owner who keeps a pet upon the Property shall be liable to the Association for any damage to the Common Elements caused by such pet. No dog shall be permitted on the Common Elements unless the dog is on a leash. No dog shall be permitted on any Limited Common Elements, other than the Limited Common Element appurtenant to the Unit in which the dog lives. No dog shall be left unattended on the Common Elements, even if leashed or tied. All pets shall be properly controlled and restrained so as not to constitute annoyance to other residents. An Owner shall be responsible for immediate clean up and removal of any excrement deposited anywhere on the Common Elements by any pet of the Owner. No exotic, dangerous, or wild animal shall be allowed upon the Property. No Owner shall keep more than three pets upon the Property at any time.

(g) Rubbish, Trash and Garbage. Owners shall cause all rubbish, trash and garbage to be regularly removed from the Units and shall not allow it to accumulate therein. There shall be no burning of trash on any Unit or in any part of the Common Elements. No trash shall be stored on the exterior of any Unit or on the Common Elements unless such area is designated for such purpose by the Board of Directors. The Board of Directors may designate specific containers for trash storage and, if it does so, Owners must use the specified container. The cost of trash removal from the Property shall be a Common Expense.

(h) Antennas. No exterior television or radio antennas, or satellite dish of any kind shall be placed, allowed or maintained upon any portion of the Property except to the extent permitted by federal law, without the prior written consent of the Board of Directors or its designated representative. To the extent permitted by applicable law, the Association may require any such antennas or dishes to be shielded from view from the street and may require buffering and landscaping so as to minimize the visual impact. No antenna shall exceed 24" in diameter.

(i) Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his Unit. No substance, thing, or material may be kept or used upon the Unit in a manner that will cause any noise, light or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

(j) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly, disassembly, restoration, or repair of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Each Owner shall keep their Unit in a good state of cleanliness and shall not sweep or throw or permit to be swept or thrown from any Unit, or from the doors or windows thereof, any dirt or other substance. No article shall be hung or shaken from the doors or windows of any Unit.

(k) Mortgage of Lot or Unit. An Owner who mortgages his Unit shall notify the Board of Directors of the name and address of the holder of the mortgage and shall, upon request, file a conformed copy of the mortgage with the Board of Directors.

(l) Maintenance of Wetland Buffers and Vegetation. Owners are prohibited from cutting any trees, or cutting any vegetation and shall be prohibited from disturbing any wetland or wetland buffer areas on the Property. Owners may request that the Association trim or remove any diseased or fallen trees within wetland buffer areas or elsewhere on the Property, to

the extent necessary to prevent hazards to property, health or safety. The Association may trim or remove diseased and fallen trees in the wetland buffer areas, but any action taken by the Association must comply with local and State land use and environmental approvals for the Condominium. The Association may allocate the costs of such activity as a Limited Common Expense or among all of the Units equally, as appropriate.

(m) Compliance with Governmental Approvals. By acceptance of a deed to a condominium Unit, each owner acknowledges and agrees that such Unit is subject to the terms and conditions of the following permits and approvals as the same may be amended from time to time: Final Subdivision Approval for the Lindley Estates subdivision granted by the City of Caribou as evidenced by the Condominium Subdivision Plans. Each Unit Owner and the Association agrees to comply with the terms and conditions of all such permits and approvals. Copies of these permits and approvals shall be kept with the records of the Association and shall be available for review by the Unit Owners.

(n) Rules and Regulations. The Board of Directors may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, including rules governing use of the driveways and parking areas. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

Section 7.2 - Lease of Units.

(a) Owners of Units may not lease or give a license for use of their Units unless prior to entering into a lease or giving a license, the Unit owner desiring to lease their unit has received approval of such proposed lease or license by at least a 2/3 majority of the Board of Directors. All leases and licenses shall be in writing and shall be for a minimum term of six (6) months. Such leasing restrictions shall be subject to revision by the Association from time to time. Each tenant, lease, licensee and license shall be subject to and be bound by all the covenants, restrictions and conditions set forth in the Condominium Documents, and the written Agreement evidencing the same shall so state.

(b) This Section 7.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

(c) This Section 7.2 shall not be deemed or construed to limit or restrict the right of the Declarant to enter into leases of any Unit or portion thereof owned by the Declarant on such terms and conditions as the Declarant may deem appropriate, provided that the Declarant shall remain subject to and bound by the covenants, restrictions and conditions applicable to the Declarant set forth in the Condominium Documents.

ARTICLE 8 **RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS**

Section 8.1 - Subject to Declaration. Whether or not they expressly so state, any mortgage which encumbers a Unit and any obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 8.2 - Rights of Eligible Mortgage Holders.

(a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

- (i) The termination of the Condominium pursuant to Section 1602-118 of the Act;
- (ii) A change in the allocated interest or the boundaries of a Unit or a subdivision of a Unit;
- (iii) The merger or consolidation of the Condominium with another condominium;
- (iv) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (v) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Act for purposes other than the repair or restoration of the damaged property;
- (vi) The adoption of any proposed budget by the Board of Directors and of the date of the scheduled Unit owners meeting to consider ratification thereof (a summary of the proposed budget shall accompany notice of this proposed action); and
- (vii) Any default in the performance or payment by a Unit owner of any obligation under the Declaration, including, without limitation, default in the payment of common expense liabilities.

(b) Any such notice required to be given by Section 8.2(a) above shall be deemed to have been given reasonably prior to the proposed actions set forth in Section 8.2(a) above or in Section 1602-119, subparagraph (b) of the Act, if such notice is mailed to the Eligible Mortgage Holders at the time notice of such proposed action is given to the Unit owners. An Eligible Mortgage Holder shall be deemed to have approved and consented to such proposed action if such Eligible Mortgage Holder does not respond to the Association's notice within thirty (30) days after the mailing of such notice or before such proposed action is taken, whichever is earlier.

(c) In the event of any proposed actions described in subsection (a), paragraphs (i), (ii), (iii), (iv), or (v) hereinabove, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit owner for such action by delivering written notice to the Association with a copy to the Unit owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. In the event of any default described in subsection (a), paragraph (vii), the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

(d) In addition, an Eligible Mortgage Holder or its representative shall have the right to

attend Association and Board of Directors meetings for the purposes of discussing the matters described in subsection (a), paragraphs (i) through (vi).

Section 8.3 - Rights of Mortgage Holders, Insurers, or Guarantors.

(a) The Association shall send timely prior written notice by prepaid United States mail to holders, insurers and guarantors of the Mortgage on any Unit of the following matters:

(i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgage.

(ii) Any sixty (60)-day delinquency in the payment of Monthly Assessments or other charges owed by the owner of any Unit on which it holds the Mortgage.

(iii) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) Any proposed action that requires the consent of at least fifty-one percent (51%) of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insures or guarantees the Mortgage.

Section 8.4 - Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage, foreclosure of such mortgage or a deed in lieu of foreclosure, shall not be liable for such Unit owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit owners being reassessed for the aggregate amount of such deficiency.

Section 8.5 - Condemnation Rights. No provision of this Declaration shall give a Unit owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

Section 8.6 - Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Board of Directors, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 9
INSURANCE

Section 9.1 - Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against loss or damage by fire and all other hazards

that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Board of Directors may determine provides equal or greater protection for the Unit owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2. hereof. The insurance maintained by the Association shall be a "master" or "blanket" type of insurance policy which shall cover the Property, including, without limitation, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Units or the value thereof, and fixtures, building service machinery and equipment and common equipment and supplies owned by the Association, but excluding any improvements or appliances added by a Unit owner to its Unit after the date of the first conveyance of the Unit by the Declarant and excluding all other personal property of the Unit owner. The amount of any such hazard insurance obtained pursuant to this Section 9.1(a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Board of Directors; provided, however, that the maximum deductible amount shall not exceed the lesser of \$10,000 or 1 % of the policy face amount, and shall be further limited so as to avoid the effect of any co-insurance provisions on the applicable policies. Funds to cover any such deductible amounts shall be included in the Association's operating reserve. The proceeds of such policy shall be payable to the Insurance Trustee, if any, otherwise to the Association for the benefit of the Unit owners and the holders of mortgages secured by the Units, as their respective interests may appear. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the Mortgagees, if any, modified to make the loss payable provisions in favor of the Mortgagees subject and subordinate to the loss payable provisions in favor of the Association if there is no Insurance Trustee, or if there is an Insurance Trustee, to the Insurance Trustee under the Insurance Trust Agreement. If the Board of Directors fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this subsection (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive commercial general liability insurance, including medical payments insurance, complying with the requirements of Section 9.2 hereof, insuring the Unit owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or another Unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common Elements, any liability resulting from law suits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, elevator liability, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of coverage of such liability insurance shall be not less than one million dollars (\$1,000,000) in respect to bodily injury or death to any one person in any one occurrence, not less than two million dollars (\$2,000,000) in respect to bodily

injury or death to more than one person in any one accident, and not less than two hundred fifty thousand dollars (\$250,000) for property damage, or, in the alternative, a combined single limit of not less than two million dollars (\$2,000,000). Such policy or policies may provide for a deductible not in excess of one thousand dollars (\$1,000) irrespective of the number of persons, parties or entities involved. Funds to cover any such deductible or amount shall be included in the Association's operating reserve. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board of Directors and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof.

(c) Such workers' compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Unit owners set out in Section 10.2 hereof, if and to the extent available, including, without limitation, insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) Adequate blanket fidelity bond coverage naming the Association as obligee to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association, and all others who handle, or are responsible for handling, funds held or administered by the Association including the managing agent. Such fidelity bond shall: (i) name the Association as an obligee; (ii) be written in an amount not less than the greater of (a) the maximum funds that will be in the custody of the Association or its management agent at any time during the term of the bond, or (b) a sum equal to three months assessments on all Units plus reserve funds; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(f) If any part of the Condominium is in a special flood hazard area, a "master" or "blanket" policy of flood insurance. The amount of such insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of the Condominium or the maximum coverage available under the appropriate National Flood Insurance program. Such insurance shall cover Common Elements and shall equal one hundred percent (100%) of the insurable value of the Building, including machinery and equipment that are part of the Building. The contents coverage must include one hundred percent (100%) of the insurable value of all contents, including any machinery and equipment that are not part of the Building but which are owned in common by the Association members. If the required coverage exceeds the maximum coverage available under the National Flood Insurance Administration's programs, coverage equal to the maximum amount that is available under such programs shall be acceptable.

Section 9.2 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall specify the named insured as the authorized representative of the Association, including its Insurance Trustee, or the following: "Lindley Estates Owners Association, for the use and benefit of the individual owners," and shall name each Unit owner as an additional insured.

(b) All policies shall be written with a company authorized to do business in the State

of Maine and, with respect to the hazard insurance policy described in Section 9.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, if available at reasonable rates, as determined by the Association in its absolute discretion or, should Best's Insurance Reports cease to be issued, by an equivalent rating bureau.

(c) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board of Directors or its authorized representative.

(d) With respect to the insurance policies described in subsection (a) and (b) of Section 9.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

(i) Each Unit owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(ii) The insurer waives its right to subrogation under the policy against any Unit owner or any tenant of any Unit owner;

(iii) No act or omission by any Unit owner, unless acting within the scope of his authority on behalf of the Association, will prejudice such policies or be a condition to recovery under such policies;

(iv) If at the time of a loss under such policies there is other insurance in the name of a Unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Unit owner;

(vi) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Board of Directors, or because of any breach of warranty or condition or any other act or neglect by the Board of Directors or any Unit owner or any other person under either of them;

(vii) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Board of Directors) except by the insurer giving at least twenty (20) days prior written notice thereof to the Board of Directors, the Insurance Trustee, if any, Unit owners, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in such policies, and every other party in interest who shall have requested such notice of the insurer, and

(viii) Any Insurance Trust Agreement will be recognized.

(e) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain a standard mortgagee clause which shall:

(i) Provide that any reference to a mortgagee in such policy shall mean and

include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein:

(ii) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Unit owners or any persons under any of them;

(iii) Waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(iv) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee designated by the Board of Directors for that purpose, otherwise to the Association.

(f) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain the following endorsements:

(i) Agreed amount and inflation guard endorsement, when it can be obtained.

(ii) Construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the Building even when only part of the Condominium is destroyed by an insured hazard.

(iii) Steam boiler and machinery coverage endorsement, if appropriate, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the Building housing the boiler or machinery.

Section 9.3 - Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Board of Directors may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Section 9.4 - Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be performed in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Act.

Section 9.5 - Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Board of Directors to obtain additional insurance which it deems advisable.

Section 9.6 - Unit Owner Insurance.

(a) Each Unit owner may obtain additional insurance at their own expense; provided,

however, that (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Unit owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(b) Any Unit owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

ARTICLE 10 **LIMITATION OF LIABILITY**

Section 10.1 - Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

(b) Shall not be liable to the Unit owners as a result of the performance of the Board of Directors' duties for any mistakes of judgment, negligence or otherwise, except for the Board of Directors' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the Board of Directors' duties;

(d) Shall not be liable to a Unit owner, or such Unit owner's tenants, employees, agents, customers, clients, patients or invitees, for loss or damage caused by theft of or damage to personal property left by such Unit owner or his tenants, employees, agents, customers, clients, patients or invitees in a Unit, or in or on the Common Elements, except for the Board of Directors' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Board of Directors' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or conduct of the Building, or which might in any other way be assessed against or imputed to the Directors as a result of or by virtue of their performance of their duties, except for the Board of Directors' own willful misconduct or gross negligence.

Section 10.2 - Indemnification. Each member of the Board of Directors in his capacity

as a member of the Board of Directors, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board of Directors, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases wherein such Director and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided that in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he is then a Director) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit owners set forth in this Section 10.2 shall be paid by the Association on behalf of the Unit owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

Section 10.3 - Joint and Several Liability of Unit Owners and Lessees. Each Unit owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit owner for all liabilities arising out of the ownership, occupancy, use, misuses or condition of such Unit or any portion of the Common Elements.

Section 10.4 - Defense of Claims. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3 hereof against one or more but less than all Unit owners shall be defended by such Unit owners who are defendants themselves and such Unit owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Units.

Section 10.5 - Storage; Disclaimer of Bailee Liability. Neither the Board of Directors, nor the Association, nor any Unit owner, nor the Declarant shall be considered a Bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 11,
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS;
EMINENT DOMAIN

Section 11.1 - Applicability of Condominium Documents. Each present and future owner, tenant, licensee, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents, and the deed to such Unit; provided, however, that nothing contained herein shall impose upon any tenant or Mortgagee of a Unit any obligation which the

Act or one or more of such documents, or both, make applicable only to Unit owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or license or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit are accepted and ratified by such grantee, Mortgagee, licensee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. The Association and any aggrieved Unit owner shall have a right of action against Unit owners who fail to comply with the provisions of the Condominium Documents or with decisions made by the Association or the Board of Directors, and any aggrieved Unit owner shall have a right of action against the Association for any failure by the Association so to comply.

Section 11.2 - Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto; provided, however, that the Association shall officially represent the Unit owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit owner's interest therein and any award for such damage shall be payable to the Association or the Insurance Trustee for the benefit of the Unit owners and the Mortgagees of the Units.

ARTICLE 12 **BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 12.1 - Members.

(a) The initial Board of Directors shall consist of four (4) individuals. The size of the board may be increased by approval of at least 75% of the votes of the Unit Owners, but the size of the board shall not be greater than seven (7) individuals. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with members elected by Unit owners (including the Declarant to the extent of Units owned by the Declarant) in accordance with the provisions of subsection (b), (c), and (d) of this Section 12.1.

(b) No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Unit purchasers other than the Declarant or (ii) seven (7) years after conveyance of the first Unit to a Unit purchaser other than the Declarant, or at such earlier date as the Declarant in its sole discretion shall specify, a special meeting of the Association and a special election (the "Transition Election") shall be held at which all members of the Board of Directors appointed by the Declarant shall resign and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect four (4) successor Directors to act in the place and stead of those resigning.

(c) The Directors receiving the greatest number of votes and the second greatest number of votes at the Transition Election shall serve for a term expiring on the date of the third Annual Meeting of the Association following the Transition Election. The Director receiving the

third greatest number of votes at the Transition Election shall serve for a term expiring on the date of the second Annual Meeting of the Association following the Transition Election. The Directors elected at the Transition Election with the least number of votes shall serve for a term expiring on the date of the next Annual Meeting of the Association following the Transition Election. The term of the successors to each such member of the Board of Directors shall be fixed at three (3) years. Pursuant to Section 1063-103(f) of the Act, in determining the percent of Units conveyed by the Declarant for purposes of this Section 12.1(b), the percentage of the Units conveyed shall be determined by comparing the number of Units actually conveyed by the Declarant to the total number of Units that the Declarant has reserved the right to create pursuant to the terms of this Declaration.

(d) The Board of Directors shall possess all of the duties and powers granted to the Board of Directors by the Act.

Section 12.2 - Disputes. The Association and any aggrieved Unit owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit owners or the Association for failure to comply with any provision of any Condominium Document or with any decision of the Association made pursuant thereto. The Board of Directors shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section.

Section 12.3 - Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Board of Directors, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Mortgagee, Unit owner, or any tenant or licensee of such Unit owner, shall give the Board of Directors the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 13 **MANAGEMENT**

The Association shall have the right, but is not obligated, to employ a professional experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents.

ARTICLE 14 **ASSESSMENTS; LIABILITY OF UNIT OWNERS**

Section 14.1 - Power to Assess. The Association, acting through the Board of Directors in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, without limitation, such amounts as are necessary for uncollectible assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Board of Directors shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration or the Bylaws. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which that Limited Common Element is assigned. The Association shall have the right to assess any Common Expense benefiting fewer than all of the Units exclusively against the

Units benefited and shall have the right to assess to an individual Unit any Common Expense incurred due to the negligence, neglect or other misconduct of the owner of the Unit. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of the Common Expenses.

Section 14.2 - Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, without limitation, any Unit owner's non-payment of his assessment or municipal assessments not yet assessed), the Board of Directors shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Unit owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.3 - Payment of Assessments. Each Unit owner shall pay all assessments levied by the Association. Liability for such assessments shall begin accruing at the time of the creation of the Condominium and they shall be due and payable on a monthly basis as designated by the Board of Directors; provided, however, that such Monthly Assessments shall be first due on the first day of the month following the closing of the first sale of a Unit to a purchaser other than the Declarant. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18 %) per annum from the due date until paid. The Board of Directors, in its sole discretion, may assess against the delinquent Unit owner a late charge of up to \$100.00 per assessment not paid when due.

Section 14.4 - Failure to Fix New Assessments. If the Board of Directors shall fail to fix new Monthly Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit owners shall continue to pay the same sums they were paying for such Monthly Assessments during the fiscal year just ended and such sum shall be deemed to be the new Monthly Assessments for the succeeding fiscal year. If the Board of Directors shall change the Monthly Assessment at a later date, the difference between the new Monthly Assessment, if greater, and the previous year's Monthly Assessment up to the effective date of the new Monthly Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter, each Unit owner shall pay the new Monthly Assessment. In the event the new Monthly Assessment is less than the previous year's Monthly Assessment, in the sole discretion of the Board of Directors, the excess either shall be refunded to the Unit owners, credited against future Monthly Assessments or retained by the Association for reserves.

Section 14.5 - No Exemption by Waiver. No Unit owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 14.6 - Personal Liability of Unit Owners. All sums assessed by the Association as a Monthly or Special Assessment shall constitute the personal liability of the owner of the Unit so assessed and, until fully paid, also shall constitute a lien against such Unit pursuant to Section 1603-116 of the Act. The Association shall take action for failure to pay any assessment or other charge pursuant to Section 1603-116 of the Act. The delinquent owner shall be obligated to pay (a) all expenses of the Board of Directors, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Board of Directors for taxes or on account of superior liens or

otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.7 - Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor.

Section 14.8 - Subordination of Certain Charges. Any Monthly Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Act shall be subordinate to any first mortgage recorded before such Monthly Assessments, fee, charge, late charge, fine or interest was due.

Section 14.9 - Assessment to Purchaser Upon Transfer of Title. Upon the voluntary sale, conveyance, or other voluntary transfer of the ownership of a Unit, the new purchaser of a Unit is hereby automatically assessed under this Declaration and shall pay to the Association the sum of \$500.00, which payment shall constitute an initial capital contribution to the reserve fund by the new Unit owner. Such amount shall not be refundable upon the sale of the unit and shall not be credited toward the regular monthly common expense assessment. Said capital contribution payment is due to the Association upon the closing of the purchase and, if not paid within 30 days of closing, the Association shall assess to the new purchaser a late payment fee of \$100.00. Mortgagees of Unit owners shall not be subject to this provision, to include, but not limited to, the acceptance by mortgagee of a mortgage, the acceptance of a deed in lieu of foreclosure, or a conveyance to a mortgagee as the result of a foreclosure sale pursuant to a judicial decree of foreclosure and sale or by the exercise of a power of sale provision in a mortgage.

Section 14.10 - Surplus. The Budget of the Association shall set forth Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserved for future Common Expenses, unless otherwise directed by the Board of Directors, in its sole discretion, shall be credited to each Unit owner, such credit to be applied to the next Monthly Assessments of Common Expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

Section 14.11 - Assessments to be Upon Constructed Units. Assessments made by the Association shall only be made upon a Unit once substantial construction of such Unit is complete. Units which the Declarant has reserved the right to construct, but remain unconstructed, will only be subject to assessments by the Association commencing on the first day of the first month following the substantial completion of the construction of such Unit.

Section 14.12 - Declarant Credit. In calculating the assessments to be made by the Association upon as-constructed Declarant-owned Units, the amount of the assessment that would be otherwise applicable to a Unit shall be reduced for a Declarant-owned Unit by crediting against the assessment of a Declarant-owned Unit the value of in-kind services provided to the Association by the Declarant during the period over which the assessment is determined to include, but not limited to, yard maintenance, snow-plowing, general maintenance, and other Declarant-provided services to the condominium that would otherwise not be provided

by Declarant upon the transfer to third parties of all Declarant-owned Units. The value of such in-kind services provided by Declarant shall be determined by agreement of the Board of Directors and the Declarant.

ARTICLE 15
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 15.1 - Reservation of Rights.

(a) The Declarant reserves to itself and for the benefit of its successors and assigns certain Development Rights, including, without limitation, the right to create Units, Common Elements and Limited Common Elements within the Condominium, to reduce or enlarge the size of any unsold Unit, to modify the layout of the Condominium and the location and design of buildings and improvements together with the right not to construct all of the buildings or units as appear on the plats and plans, to cause the roads to be accepted as public roads, to subdivide units or convert Units into Common Elements, to convert Common Elements to Units; or to convert Common Elements to Limited Common Elements and vice versa. The real estate subject to the Development Rights is the Real Estate as more particularly described on Exhibit A attached to the Declaration.

(b) The Development Rights reserved may be exercised with respect to different parcels of real estate at different times, as Declarant, in its sole discretion may determine. No assurances are made with respect to the order in which the parcels of real estate subject to the Development Rights will be subjected to the exercise of such Development Rights. If any such Development Right is exercised in any portion of the real estate subject to such Development Right, such Development Right need not be exercised in all or any other portion of the Real Estate. If Units are added to the Condominium by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the Units such that each Unit shall have one vote, and the percent of interest in common elements shall be allocated equally among all of the Units. No assurances are made in regard to the architectural style, quality of construction, size or location of any buildings or other improvements that may be erected pursuant to any Development Right. No assurances are made as to the description of any other improvements that may be made and Common Elements that may be created, including the types and sizes of any limited common elements or proportion of limited common elements to units, within any part of the Condominium pursuant to any Development Right.

(c) The maximum number of Units that may be created by the Declarant in the exercise of its Development Rights is Eight (8) Units. All of the Units created pursuant to the exercise of the Development Rights will be restricted to residential use. The Declarant makes no assurances as to the application of any other restrictions in the Declaration affecting use, occupancy and alienation of units to any units created pursuant to any Development Rights reserved by the Declarant.

(d) Declarant also reserves to itself, and for the benefit of its successors and assigns, the right to complete the improvements shown on the Plats and Plans, and the right, in accordance with Section 1602-115 of the Maine Condominium Act, to use any Unit owned or leased by the Declarant and the Limited Common Elements appurtenant thereto for storage,

models, management, sales, customer service or similar purposes for this and other projects; and the Declarant reserves the right to relocate the same from time to time within the Property; and upon such relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as comply with applicable governmental regulations, which signs may be placed in any location and may be relocated or removed, as the Declarant may from time to time determine. The Declarant retains the right to use the Common Elements for sales purposes and to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes. Anything to the contrary in this Declaration notwithstanding, the provisions of Section 7.1 hereof shall not be applicable to the Declarant in connection with the exercise of its rights under this Article 15. The real estate subject to Special Declarant Rights, other than Development Rights, is the Property.

(e) The Declarant reserves to itself and for the benefit of its successors and assigns, the right to withdraw from the Condominium that certain "Withdrawable Property", if any, more particularly described on Exhibit D attached hereto and incorporated herein. The "Withdrawable Property" is a portion of the Property. Note: there is no withdrawable property in this Condominium and no Exhibit D is attached hereto.

(f) Development Rights and Special Declarant Rights must be exercised within fifteen (15) years from the date of recordation of this Declaration provided that the period of Declarant control of the Association as permitted by Section 1603-103(d) of the Maine Condominium Act, and as reserved in Article 12 of the Declaration, shall terminate in accordance with the provisions thereof. Development Rights and Special Declarant Rights shall be deemed to be exercised at such time as this Declaration is amended to reflect the additional Units or such other Development Right or Special Declarant Right, regardless of the time that such Unit is constructed or such other work contemplated by the Development Right or Special Declarant Right is completed.

(g) The exercise of the Development Rights and the Special Declarant Rights shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act.

(h) The assurances made in this Section apply only in the event that any Development Right or any Special Declarant Right is exercised by the Declarant.

Section 15.2 - Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved in this Declaration shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act.

ARTICLE 16 **ASSIGNABILITY OF DECLARANT'S RIGHTS**

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act, including without limitation Section 1603-104 of the Act.

ARTICLE 17
AMENDMENT OF DECLARATION

Section 17.1 - Amendments. Pursuant to Section 1602-110, the Declarant may unilaterally execute and record any amendments to the Declaration and the Plat and Plans necessary or convenient to evidence the exercise by Declarant of any of the Special Declarant Rights. Pursuant to Section 1602-117 of the Act and except as provided herein for amendments which may be executed by the Declarant, including without limitation any amendment made by the Declarant in the exercise of its Development Rights in accordance with Section 1602-110 of the Act or Article 15 hereof, the Association or certain Unit owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, however, that no amendment of Article 15 or any other provision of this Declaration pertaining to Special Declarant Rights or Development Rights may be amended without the affirmative vote of the Declarant. Notwithstanding the foregoing, a vote to increase the size of the Board of Directors must be approved by at least 75% of the votes of Units. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. The approval of an Eligible Mortgage Holder shall be deemed to be given when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made. A change to any of the following would be considered as material:

- (a) voting rights not expressly provided for herein;
- (b) subordination of assessment liens;
- (c) reallocation of interests in the General Common or Limited Common Elements, or rights to their use, except as a result of the exercise by Declarant of the Development Rights and Special Declarant Rights pursuant to Article 15;
- (d) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except as a result of the exercise by Declarant of the Development Rights and Special Declarant Rights pursuant to Article 15;
- (e) imposition of any new restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (f) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (g) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (h) any amendment of Section 8.2 of this Declaration or of this Article 17.

Section 17.2 - Compliance with Governmental Approvals. This Declaration may not be amended so as to violate any terms or conditions of State laws or local land use and environmental approvals for the Condominium. Any modifications to the Property or to the plan's approved by State and local governmental authorities shall require the advance approval of those authorities.

ARTICLE 18
TERMINATION

The Condominium may be terminated only by agreement of the Unit owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is to be terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Mortgagees of Units to which sixty-seven percent (67%) of the votes in the Association are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Act.

ARTICLE 19
GENERAL PROVISIONS

Section 19.1 - Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 19.2 - Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

Section 19.3 - Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine,

Section 19.4 - Interpretation. The provisions of this Declaration shall be liberally construed to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 19.5 - Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 19.6 - Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

Section 19.7 - Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Witness my hand this _____ day of June, 2019.

Troy W. Haney, Declarant

STATE OF MAINE
AROOSTOOK, ss.

June _____, 2019

Personally appeared the above-named TROY W. HANEY and acknowledged the execution of the foregoing Declaration of Condominium by him signed to be his free act and deed.

Before me,

Notary Public

Printed Name // Comm. Exp. Date

EXHIBIT "A"

(Attached to and forming a part of the Declaration of Lindley Estates, A Condominium)

LEGAL DESCRIPTION OF THE REAL ESTATE
82 Glenn Street, Caribou, Maine

A certain piece or parcel of land being part of original Township Lot 4 in that part of the City of Caribou, County of Aroostook, State of Maine that was formerly known as "H" Township, also formerly known as Lyndon, said parcel being located on the westerly side of Glenn Street, so called, and being more particularly bounded and described as follows:

Beginning at the northwesterly corner of the Grantor herein, said point being located on the northerly line of original township lot 4, ""H" Township, which is also the former town line between "H" Township and "I" Township, said line also being the southerly line of a subdivision titled "Plan of Larkin Development" subdivided for E. W. Larkin Inc. by G. M. Hardison, dated June 8, 1949 and recorded at the Southern Aroostook Registry of Deeds in plan book 12, page 116, at or near a rebar set;

Thence, easterly along the northerly line of the Grantor herein, also being the northerly line of original township Lot 4, "H" Township and the southerly line of said Larkin Development on a bearing of South 73° 39' 08" East, a distance of 185.52 feet to a rebar set;

Thence, continuing along the same course and bearing, a distance of 1.0 foot to the southeasterly corner of Lot 47 of said Larkin Development, being a point on the westerly right of way of Glenn Street;

Thence, southerly along a newly defined westerly right of way of Glenn Street on a bearing of South 20° 07' 25" West, a distance of 398.24 feet to a rebar set;

Thence, westerly across land of the Grantor herein on a bearing of North 73° 39' 08" West, a distance of 182.11 feet to the westerly line of the Grantor herein, at or near a rebar set;

Thence, northerly along the westerly line of the Grantor herein on a bearing of North 19° 29' 24" East, a distance of 397.97 feet to the Point of beginning.

The above described piece or parcel of land contains 1.68 acres of land.

The above conveyance specifically excludes any interest of the Grantor herein between the westerly right of way of Glenn Street as described above and the centerline of said street.

The above conveyance defines for the first time the westerly right of way of a portion of Glenn Street which was not previously established

The above described parcel of land is based on a field survey completed by B. R. Smith Associates, Inc. under the supervision of Timothy M. Doak, PLS, PE, CPESC, and is shown on a plan titled "Boundary Survey of the Proposed Site of the Caribou Children's Discovery Museum, Caribou, Aroostook County, Maine", dated December 6, 2007. All monuments set are 5/8" diameter rebar with yellow plastic caps affixed inscribed "BRSA, Inc. PLS 2122". All bearings are based on a magnetic bearing taken in November 2007. All deeds referenced are recorded at the Southern Aroostook Registry of Deeds in Houlton, Maine.

Being the same premises conveyed by Municipal Quitclaim Deed of the City of Caribou to Caribou Children's Discovery Museum dated December 10, 2007, and recorded in Book 4540, Page 163.

Being also the same premises conveyed to the City of Caribou by Quitclaim Deed of the Caribou Children's Discovery Museum dated August 3, 2012, and recorded at the Southern Aroostook Registry of Deeds in Vol. 5087, Page 1.

Being also the same premises conveyed to Troy W. Haney, d/b/a Haney's Building Specialties, by Municipal Quitclaim Deed of The Inhabitants of the Municipality of Caribou dated October 15, 2013 and recorded in Volume 5247, Page 137 of the Southern Aroostook Registry of Deeds.

EXHIBIT "B"

(Attached to and Forming a Part of Declaration of Lindley Estates, A Condominium)

**PERCENTAGE INTERESTS IN COMMON ELEMENTS AND
COMMON EXPENSE LIABILITY PERCENTAGES**

	<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
	1	1,600 sq. ft.	11.50%
	2	1,600 sq. ft.	11.50%
	3	1,878 sq. ft.	13.50%
	4	1,878 sq. ft.	13.50%
	5	1,878 sq. ft.	13.50%
	6	1,878 sq. ft.	13.50%
	7	1,600 sq. ft.	11.50%
	<u>8</u>	<u>1,600 sq. ft.</u>	<u>11.50%</u>
Total Units:	8	13,912 total sq. ft.	100%

EXHIBIT "C"

(Attached to and Forming a Part of Declaration of Lindley Estates, A Condominium)

MAINTENANCE AND REPAIR CHART

AREA

MAINTENANCE ITEM

PARTY PERFORMING WORK

<u>AREA</u>	<u>MAINTENANCE ITEM</u>	<u>PARTY PERFORMING WORK</u>	
BUILDINGS:			
Exterior Doors	Per exterior painting schedule, as determined by the Board of Directors		Association
Doors	Painting other times	Owner	
Doors	Door & Frame	Owner	
Doors	Storm Door	Owner	
Doors	Bells	Owner	
Doors	Alignment	Owner	
Windows	Per exterior painting schedule, as determined by the Board of Directors		Association
Windows	Painting other times exterior	Owner	
Windows	Painting inside	Owner	
Windows	Frame	Owner	
Windows	Glass	Owner	
Windows	Caulking	Owner	
Windows	Alignment	Owner	
Windows	Storm Windows	Owner	
Windows	Screens	Owner	
Garage	Per exterior painting schedule, as determined by the Executive Board		Association
Garage	Painting other times	Owner	
Garage	Door damage	Owner	
Garage	Door frame damage	Owner	
Garage	Door adjustment	Owner	
Garage	Openers	Owner	
Garage	Lights	Owner	
Decks	Per exterior painting schedule, as determined by the Board of Directors		Association
Decks	Painting other times	Owner	

Decks	Repair/replace	Owner	
Roofs	Repair & Replace shingles		Association
Roofs	Leaks		Association
Roofs	Snow removal		Association
Roofs	Gutter repair		Association
Roofs	Gutter cleaning		Association
Roofs	Gutter addition		Association
Roofs	Chimney		Association
Siding & Trim	Per exterior painting schedule, as determined by the Board of Directors		Association
Siding & Trim	Painting other times	Owner	
Siding & Trim	Repair/replace siding		Association
Foundation	Foundation cracks/leaks		Association
Chimney cleaning		Owner	
Building	Structural portions not otherwise addressed		Association
Interior	Painting	Owner	
Interior	Electrical wiring repair	Owner	
Interior	Plumbing repairs	Owner	
Interior	Water heater repair / replace	Owner	
Interior	Heating system repair	Owner	
Exterior entryway, steps, pillars, and stones	Repair/replace	Owner	
Lights attached to Units		Owner	
Bulbs for lights attached to Units		Owner	
GROUNDS & ROADWAYS			
Grounds	Mowing/raking		Association
Grounds	Tree/brush trimming		Association
Grounds	Insect control		Association
Mailboxes	Repair/replace		Association
Street Lights	Repair/replace		Association
Street Light bulbs	Repair/replace		Association
Roads, Driveways, & Travelways	Snow removal and maintenance		Association

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of Caribou, a body corporate and politic located in Aroostook County, State of Maine, for consideration paid, release to **Troy W. Haney D/B/A Haney's Building Specialties** a certain parcel of land with buildings thereon, if any, located in the Municipality of Caribou, Aroostook County, State of Maine, identified as follows

Map 35, Lot 49A on the Tax Maps of the Municipality of Caribou, prepared by Blackstone Land Surveying and dated April 1, 2004, on file in the Office of the Assessors at Caribou, Maine. The Municipality of Caribou has acquired its interest in said parcel of land recorded in Book 5087, Page 1 of the Southern Aroostook County Registry of Deeds.

The Inhabitants of the Municipality of Caribou have caused this instrument to be signed in its corporate name by Kenneth G. Murchison, David Martin, Philip McDonough, Joan Theriault, Gary Aiken, Aaron Kouhoup, and David Genthner Sr. it's Municipal Officers duly authorized.

Witness our hand and seals this 15th day of October 2013.

David Martin
David Martin

Joan Theriault
Joan Theriault

Kenneth G. Murchison
Kenneth G. Murchison

Philip McDonough
Philip McDonough

Aaron Kouhoup

Gary Aiken
Gary Aiken

David Genthner Sr.
David Genthner Sr.

MAINE TRANSFER
TAX PAID

ACKNOWLEDGEMENT

State of Maine

Date: 10/15/2013

Aroostook County, ss.

Then personally appeared before me the above-named Municipal Officers of the Municipality of Caribou, and acknowledged the forgoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of the said Municipality.

Before me,

Jayne R. Farrin
Notary Public

Jayne R. Farrin
(Print Name)

My commission expires:
04/11/2014



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of October 18, 2013, by and among the **City of Caribou**, a municipal corporation authorized under the laws of the State of Maine (hereinafter the "City") and **Haney's Building Specialties**, a Limited Liability Company duly authorized under the laws of Maine, with a principal place of business at Caribou, Maine (hereinafter the "Developer").

WHEREAS, the City wishes to assist in the development of a certain parcel of land in the City of Caribou (hereinafter the "Property"), more particularly described as Map 35, Lot 49A; and

WHEREAS, the Developer wishes to develop the parcel of Property through the construction of several residential housing units to be developed as a single condominium project with separate condominium units to be offered for sale to third parties; and

WHEREAS, the City intends to sell the Developer the Property for purposes of developing the Property as described above; and

WHEREAS, the parties agree that a plan of development is necessary to set out the obligation of the parties to each other.

NOW, THEREFORE, for consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. BASIC OBLIGATIONS:

A. City's Obligations.

- a. The City agrees to sell to Developer the Property for a purchase price of \$1.00 the total to be paid at closing. Subject to Paragraph 7 below, fee simple title will be conveyed by City to the Developer by Quitclaim Deed upon payment of the purchase price.
- b. The City agrees to rezone the property as necessary to allow for the proposed development at no cost to the Developer.
- c. The City shall review at no cost to the Developer the progress of the development of the Property pursuant to the schedule which is set out in the Developer's obligations in this Development Agreement.

B. Developer's Obligations:

- a. The Developer shall promptly begin and diligently perform the development of the Property based on the following schedule:

- b. Within one (1) year of this agreement Developer shall substantially complete construction of one new building on site, which building shall be a residential structure of no less than One Thousand One Hundred (1,100) square feet on ground floor.
 - c. Within two (2) years of this agreement Developer shall substantially complete construction of a second new building on site, which building shall be a residential structure of no less than One Thousand One Hundred (1,100) square feet on ground floor.
 - d. Within three (3) years of this agreement Developer shall substantially complete construction of a third new building on site, which building shall be a residential structure of no less than One Thousand One Hundred (1,100) square feet on ground floor.
 - e. Failure by Developer to comply with this schedule shall result in a penalty of Two Thousand Five Hundred Dollars (\$2,500.00) payable to the City. Notice to the Developer of such failure to comply with this agreement shall be provided by City in accordance with Paragraph 7 below and said said \$2,500.00 penalty shall only be incurred upon failure of Developer to comply with such notice in the timeframe specified. Notwithstanding any other provision herein, there shall only be one \$2,500.00 penalty to be paid to City by Developer for a default under this agreement in the development of this project. Subject to the reversion provision of Paragraph 7, such penalty shall be the only penalty to be assessed to Developer under this agreement and upon payment in full by Developer to City of such penalty when it is owed, this agreement shall terminate and be of no further force and effect whatsoever.
 - f. The Developer shall be responsible for any and all fees, including by not limited to legal fees or document recording fees, related to the sale of the property. Other than the Maine real estate transfer taxes and the recording fees required at the Southern Aroostook Registry of Deeds, City is aware of no other fees to be incurred relating to the transfer of title of this property other than any legal fees and costs that the Developer may incur on its behalf.
2. PERMITS AND LICENSES: Developer shall be responsible for procuring all licenses, permits or other approvals necessary for the completion of the work outlined above. City agrees that it will exercise its best efforts and promises to Developer its assistance, diligence, and expediency in site review, zoning, permitting, and any other municipal regulatory matters concerning the development. All construction described above will be completed to normal and customary structural, mechanical and utility standards, and in compliance with the conditions set out in paragraph 1(B) above. The running of the timeframes set forth in paragraph 1(B) above shall be tolled during any period that matters are under review by the City or its boards or employees such that continued

development of the project by Developer may not proceed until action is taken by the City or its board or employees.

3. RESTRICTIONS ON ASSIGNMENT: Developer represents that his purchase of the Property, and other undertakings pursuant to this Agreement, are for the purpose of development of the Property and not to merely hold such undeveloped property for future resale on a speculative basis.

The Developer covenants with the City that he will not convey the Property or assign his interest in the Property, without the written consent of the City, until such time as the first residential structure is completed and ready for sale to a third party as set forth in Paragraph 1(B)(b) above at which point this restriction shall no longer apply. Nothing in this paragraph shall prevent the Developer from conveying the property to an alter-ego of the Developer for purposes of condominium development consistent with state condominium laws.

4. INSURANCE: N/A
6. LIABILITY INSURANCE: The Developer shall provide proof of his Liability Insurance to the City.
7. DEFAULT: If the Developer fails to develop the Property pursuant to the schedule as outlined above, and no extension has been requested and granted regarding the schedule, this shall constitute default of this Agreement. The City shall notify the Developer in writing of said default and allow the Developer thirty (30) days within which to cure said default or to enter into an agreement with the City to cure said default within a reasonable time thereafter. If the default remains uncured, or if no agreement to cure has been reached within thirty (30) days from the date of notice to the Developer, then this shall be deemed a default of this Agreement, and the City shall be entitled to the \$2,500.00 penalty set forth in Paragraph 1(B)(e) as liquidated damages. In addition, the deed from the City to Developer shall contain a provision for reversion of the Property upon default of this Agreement and Developer, upon failure by Developer to cure its default consistent with such notice of default, agrees to transfer the Property to the City. This reversion provision shall be for a limited time whose term will be expressly limited in the deed to the earlier of the first bona fide sale of a completed unit in the development to a third party or the elapse of one (1) year from the date of conveyance of said real estate to the Developer by City, after which time such reversionary language shall be of no further force and effect and title will be fully vested in Developer free of any reversion.

If Developer shall fail to pay the \$2,500.00 penalty described above within thirty days of its accrual under this agreement, or if Developer shall fail to reconvey the property to City pursuant to the reversionary language described above while such reversionary term is in effect, Developer agrees that it will pay the reasonable costs of collection and enforcement of such penalty and reversion including reasonable attorneys fees.

8. EFFECT OF UNAVOIDABLE DELAYS: In the event of enforced delay in the performance of either party of obligations under this Agreement due to unforeseeable

causes beyond the control of the parties and without the fault or negligence of either party, including but not limited to, acts of God, act of the Government, fire, floods, strikes, freight embargos, unusually severe weather or delays of subcontracting due to such causes, the time for performance of such obligations shall be extended for the period of the enforced delays; provided, however, that the parties seeking the benefit of the provisions of this paragraph shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party in writing of the causes and request an extension for the period of the enforced delay.

9. SEVERABILITY: In the event any provision of this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect provided that the duties and obligations of the parties are not materially altered by the unenforceability of any provisions.
10. CHOICE OF LAWS: This Agreement shall be construed under the laws of the State of Maine.
11. MISCELLANEOUS:
- A. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
 - B. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties. This Agreement may not be altered or amended except by written instrument executed by said parties. Any amendment or change to this Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first written above.

CITY OF CARIBOU

Denise M. Gaudin
Witness

By: Austin Bless
Austin Bless
Its: City Manager

Haney's Building Specialties

Denise M. Gaudin
Witness

By: Troy Haney
Troy Haney, Member

Councilor McDonough introduced the following ordinance:

Ordinance No. 4, 2014 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE AMENDING SECTION 13-204 OF CHAPTER 13 LAND USE
ORDINANCES

Short Title: Adding Condominiums to the Land Use Table of the City of Caribou

The City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11 (1) does ordain the following:

Section 1: Sec. 13-204 of Chapter 13 Land Use is amended to add:

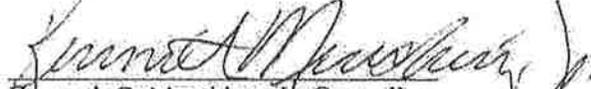
	R-1	R-2	R-C	R-3
Condominiums	YES/PB	YES/PB	YES/PB	NO
	C-1, C-2	I-1, I-2	H-1	
Condominiums	NO	NO	NO	

Section 2: Sec. 13-900 of Chapter 13 Land Use is amended to add:

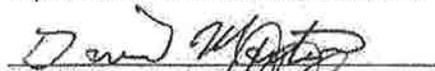
Condominiums: Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions under a declaration, or an amendment to a declaration, duly recorded pursuant to MRSA Title 33 Chapter 31. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners. Any real estate development consisting exclusively of clustered, detached, single family residences is not a condominium, unless so designated in the declaration.

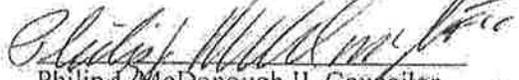
This ordinance, being introduced on May 12, 2014 and a public hearing being held on June 9, 2014 was duly passed by the City Council of the City of Caribou, Maine, this 9th day of June 2014.


Gary Aiken, Mayor

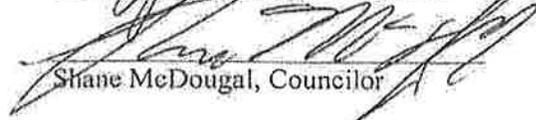

Kenneth G. Murchison Jr, Councilor


Joan L. Theriault, Councilor


David Martin, Councilor


Philip J. McDonough II, Councilor


David Genthner Sr, Councilor


Shane McDougal, Councilor

Attest:

Jayne R. Farrin, City Clerk



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04733
Telephone: (207) 493-3322
Fax: (207) 498-3955
www.cariboumaine.org

November 3, 2017

Mr. Troy Haney
236 Van Buren Road
Caribou, ME 04736

Dear Troy,

Enclosed is a copy of the approved Site Design Application for 82 Glenn Street. Please note there are conditions of approval outlined on the application.

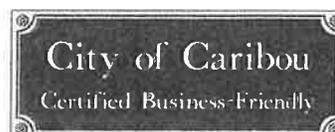
- Linden trees or other similar species to be planted on rear lot line spaced twenty feet.
- Repair or replace existing municipal infrastructure.

Also enclosed is a copy of the findings of fact on your application.

If you have any questions, please contact Steve Wentworth, Planning Board Advisor at 493-3324, Ext 214 or Penny Thompson, Code Enforcement Officer at 493-3324, Ext 217.

Sincerely,

Denise M. Lausier
Executive Assistant
City Manager's Office





Subdivision Review Application

*FOR REVISION TO
ORIGINAL SUBDIVISION
DATED 4-2-14*

Planning & Code Enforcement
City of Caribou
25 High St.
Caribou, Maine 04736

(207) 493 – 3324 option 3
pthompson@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$180.00 for the first three lots and an additional \$10.00 per each additional lot.

Please print or type all information

Name of Property Owner / Developer: TROY HANEY
Development Name: LINDLEY ESTATES
Location of Property (Street Locations): 82 GLENN ST.
City of Caribou Tax Map: 35 Lot: 49-A Zone: C-2

Subdivision Review Application – City of Caribou, Maine

Subdivision approval will not be considered complete until the Planning Board has determined it has all of the necessary information to review the proposed subdivision and find that the subdivision is in compliance with all City of Caribou Ordinance requirements and State of Maine Statutes pertaining to the creation of a new subdivision or the re-subdivision of an existing subdivision. You are advised to meet with the Code Enforcement Officer prior to completing the application as it may not be necessary to comply with all of the items shown on the form. The review of your application shall consist of at least (3) three meetings with the Planning Board; Pre-Application Meeting, Preliminary Review and Final Plan Review presentations. Additional presentations may be required until all required information has been provided.

A "Performance Bond" may be required prior to approval of this project.

Applicant Information

Person and address to which all correspondence regarding this application should be sent to:

TROY HANEY Phone: 207-227-0897
236 VAN BUREN RD.
CARIBOU, ME. 04736 E-mail: THANEY@MAINE.RA.COM

If applicant is a corporation, check if licensed in Maine () Yes () No
(Attach copy of Secretary of State Registration)

Name of Land Surveyor, Engineer, Architect or other Design Professionals. (attach list if needed)

Phone: _____

Phone: _____

What legal interest does the applicant have in property to be developed (ownership, owner's representative, option, purchase & sales contract, etc?) OWNER

(Attach supportive legal documentation)

General Information

Aroostook County Registry Deeds: Book # 5247 Page # 137 (attach copy of deed)

What interest does the applicant have in any abutting property? NONE

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? () Yes () No

Is any portion of the property within a Flood Hazard Zone? () Yes () No

Total area or acreage of parcel: 1.7 Total area or acreage to be developed: 1.7

Has any of this land been part of a previously recorded subdivision? () Yes () No

Identify existing use(s) of land (farmland, woodlot, residential, etc.) SCB DIVISION

ORIGINALLY APPROVED FOR 4 DUPLEX CONDOS.

Preliminary Plan Review Criterion

1. The Planning Board shall review applications first as a Preliminary Plan. Preliminary Plan Review is intended to insure the proposed plan is in conformance with the Caribou Comprehensive Plan, all City Ordinances and State Statutes. The completed application and Preliminary Plan shall be delivered to the Code Enforcement Office no less than 21 days prior to the next scheduled monthly P/B meeting. The Chairman of the Planning Board shall determine the schedule and agenda of the next meeting when the application and plan will receive Preliminary Plan Review. At a minimum, Preliminary Plan review shall include the following:

- 1. Application
- 2. n/a Location Map
- 3. n/a Ten (10) full size 24" X 36" copies of Plans
- 4. Section 13-404, 2 D, 1 through 28
 - 1. Name of the Subdivision
 - 2. Right, Title or Interest
 - 3. Standard Boundary Survey
 - 4. Current Deed
 - 5. n/a Future Covenants, Easements or Deed Restrictions
 - 6. n/a Sewage Disposal and location of test pits
 - 7. Water Supply
 - 8. Date, North Arrow & Graphic Scale
 - 9. Owner of Record, Applicant, adjoining property owners & plan preparer.
 - 10. n/a Soil Survey
 - 11. n/a Wetland Identification
 - 12. Number of Acres, location of property lines, existing buildings, vegetation, physical features, trees larger than 24" in diameter and location of clearings.
 - 13. n/a Rivers, streams, brooks, lakes and ponds within or adjacent to the subdivision.
 - 14. Contour Lines (Not greater than 10' intervals for topographic lines)
 - 15. n/a Shoreland Zoning if Applicable

- 16. N/A Existing and Proposed Culverts
- 17. N/A Existing Roads, Highways, Easements, Parks or Open Space within the subdivision.
- 18. N/A Proposed Roads, Public Improvements, Open Space within the subdivision.
- 19. Lot lines, dimensions and area of lots.
- 20. N/A Public Use Lots
- 21. N/A Dedicated Open Space for Public Use
- 22. N/A Flood Management
- 23. N/A Hydro-Geologic Survey
- 24. N/A Estimate of Traffic
- 25. N/A Wildlife Habitat
- 26. N/A Great Pond Watershed (N/A to any water body in Caribou))
- 27. N/A Estimate of Additional Expenses to be incurred by Caribou to support & maintain the development of the subdivision such as Schools, Police, Water, Recreation, Wastewater, Roads, Storm Water or Solid Waste Disposal.
- 28. N/A Estimate of Taxable Valuation @ completion of the subdivision

Items to be waived from Final Plan: _____

Final Plan Review Criterion

7. Final Plans to show the following elements for review:

		<u>Yes</u>	<u>No</u>	<u>N/A</u>
Caribou Code, Section 13-406, pg. 807				
A.	Pollution	✓	—	—
B.	Sufficient Water	—	—	✓
C.	<u>Municipal Water Supply</u>	✓	—	—
D.	Erosion	✓	—	—
E.	Traffic	✓	—	—
F.	Sewage Disposal	✓	—	—
G.	Solid Waste Disposal	✓	—	—
H.	Aesthetic, Cultural and Natural Values	✓	—	—
I.	Conformity with Local Ordinance and Plans	✓	—	—
J.	Financial and Technical Capacity	✓	—	—
K.	Surface Water and Outstanding River Segments	—	—	✓
L.	Groundwater	✓	—	—
M.	Flood Areas	—	—	✓
N.	Freshwater Wetlands	—	—	✓
O.	River Stream or Brook	—	—	✓
P.	Storm Water	✓	—	—
Q.	Spaghetti Lots Prohibited	—	—	✓
R.	Lake Phosphorus Concentration (State)	—	—	✓
		<u>Yes</u>	<u>No</u>	<u>N/A</u>

no issue

city water

flat lot

city private contract

drainage Ok

Alcan St drains

S. Impact on Adjoining Municipalities (State)

___ ___ ✓

Section 13-407, pg. 809

1. Blocks

___ ___ ✓

2. Relation of Subdivision to Community Facilities

✓ ___ ___

3. Performance Guarantees *shielding vegetation*

✓ ___ ___ ✗

4. Parking, Driveways, Roads and Sidewalks

✓ ___ ___

Section 13-700, pg.859

2. Archaeological Sites

___ ___ ✓

8. Easement for Natural Drainage

___ ___ ✓

10. Erosion & Sedimentation Control *Flat lot*

✓ ___ ___

12. Fire Protection *municipal < 1 mile*

✓ ___ ___

15. Impact on Natural Beauty, Aesthetics, Historic Sites
Wildlife Habitat, Rare Natural Areas &
Public Access to the Shoreline *no impact*

✓ ___ ___

16. Impact on Water Quality in Shoreline

___ ___ ✓

18. Lots and Density *ok*

✓ ___ ___

19. Monumentation

___ ___ ✓

21. Preservation of Natural Features

___ ___ ✓

23. Rear Lots

___ ___ ✓

24. Reservation or Dedication and Maintenance
of Useable Open Space and Common Land,
Facilities and Services *none proposed*

✓ ___ ___

27. Sewage Disposal *municipal*

✓ ___ ___

28. Sidewalks *existing*

✓ ___ ___

30. Storm Water Management *existing*

✓ ___ ___

		<u>Yes</u>	<u>No</u>	<u>N/A</u>
31. Street Trees, Esplanades and Open Green Space		___	___	<u>✓</u>
35. Utilities	<u>sufficient</u>	<u>✓</u>	___	___
37. Water Supply	<u>a</u>	<u>✓</u>	___	___

If the application and plan is found to be complete with all elements of review satisfactory to the Planning Board or waived by the Planning Board, the applicant shall provide 3 complete, full size 24" X 36" Subdivision Plans appropriate for signatures and recording at the Registry of Deeds.

**City of Caribou, Maine
Planning Board**

Subdivision Review for: Troy Haney, Lindley Estates

Map / Lot & Address: 35 - 49A Alena St

On Oct 12, 2017 (date) the members of the Caribou Planning Board met to consider the application for Subdivision Review on the property referenced above.

The application was: **Denied** / **Approved** / ~~Approved with conditions~~

Approved by the Caribou Planning Board

Signed: [Signature] Chairman of the Planning Board

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Date: 10/12/17

Conditions of Approval:

- Linden trees or other similar species to be planted on near lot line spaced 20 feet -
- repair/replace existing municipal infrastructure

Code Enforcement - Inspection Permit Fee Payments at front counter

City of Caribou
Receipt

Date: June 3, 2019

Customer Name: Revision Energy Inc

11:31 AM Teller: DMY
06/03/2019 #4842
Type Reference
Amount
SITE DESIGN REVIEW CHANGEUS
SITE DESIGN FEE 90.00
Total
Paid By: Revision Energy Inc
Remaining Balance: 0.00

- 13 - Building Permit: Flat \$50 fee
- 14 - Plumbing permit: 75% Caribou
25% State

Shellfish Surcharge: \$15.00 (full system – external only)

- 53 - Zoning Document fee: _____
- 54 - Site Design Application: \$90 + \$10 / 2000 sq ft
Change of Use Permit _____
- 55 - Board of Appeals Application: _____
- 56 - Certificate of Occupancy: \$25.00 _____
- 57 - Demolition Permit: \$25.00 – waived if received in advance _____
- 58 - Sign Permit: \$50.00 per sign X _____ = _____
- 59 - Subdivision Application: \$180 (first three) + \$10/each add'l _____
- 61 - Heating Equip. Installation Permit: \$20.00 each X _____ = _____
- 62 - Misc. Inspection Service: \$40.00 each X _____ = _____

Check : 90.00
100138 - 90.00

TOTAL: \$ 90.00

Plumbing Inspections: Please call Steve Wentworth, LPI 551-1007
Building Inspections: Please call Tony 493-5966
Planning Board agenda items: Please call Ken 493-5967

Bangor Savings Bank
Bangor, ME 04401
VOID AFTER 180 DAYS
52-7438/2112

100138

5/23/19

City of Caribou
Receipt

Caribou

\$ 90.⁰⁰/₁₀₀

NINETY & ⁰⁰/₁₀₀

DOLLARS

An Employee-Owned, Certified B-Corp

11:31 AM Teller: DMM

06/03/2019
#6842

William Blum

AUTHORIZED SIGNATURE



Type	Reference	Amount
SITE DESIGN REVIEW	CHANGEUSE	
SITE DESIGN FEE		90.00

solar

2112743821 4020801861

Total:

90.00*

Paid By: ReVision Energy Inc

Remains Balance: 0.00

Check #	Amount
100138 -	90.00

602



City of Caribou Use Permit Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493 - 3324 X 214
kmurchison@cariboumaine.org

Public Hearing Notification fee \$90.00

Date Received: 05/22/2019

If Planning Board approval is required for your requested use, please be aware that the Board meets on the second Thursday of each month. Your application must be received in the Code Enforcement Office at least 15 business days in advance of the meeting in order to meet notification requirements. Please provide a dimensional site plan of your property showing the location of all buildings, parking and access from the public way.

Owner of Property: Caribou Utilities District Phone: (207) 496-0911
Mailing Address: 300 River Rd 227-4660
Caribou, ME, 04736

Location of Property: 300 River Road

Tax Map: 11 Lot Number: 60A Zone:

Requested Use: 971.6 kW Photovoltaic Ground Mount
System utilizing (13) SMA Sunny Tri Power
Core 1 50kW inverters

Signature of Applicant: 

Date: 5/22/2019

LETTER OF INTENT AND EXCLUSIVITY AGREEMENT

THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT (“Agreement”) is entered into effective the 13th day of February, 2019 (“Effective Date”), by and between ReVision Energy Inc. (“ReVision”) a Maine corporation, and Caribou Utilities District a Maine Water and Wastewater Utility District located in Caribou, Maine (collectively as the “Parties”, or, singly, as a “Party”).

RECITALS

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has delivered a Solar PPA Proposal dated as of January 7, 2019 (“Proposal”) to install a solar energy generation project (“System”) that shall provide energy to the water facility located at 300 River Rd., Caribou, ME, (the “Facility”) pursuant to a Power Purchase Agreement (“PPA”) to be entered into between Caribou Utilities District and a third party investor identified by ReVision and approved by Caribou Utilities District (the “Finance Party”);

WHEREAS, the Parties intend to finalize a definitive PPA with the Finance Party setting forth the specific rights and obligations of the parties thereto relating to the development of the System and setting forth the terms under which Caribou Utilities District shall convey to the Financing Party the right to own and operate the System at the Facility upon installation by ReVision;

WHEREAS, the Parties mutually agree that in order to allow for the development and financing of the System, ReVision will need exclusive development rights for a period of twelve months from the Effective Date;

WHEREAS, the Proposal has not been approved by the Caribou Utilities District for construction, and the execution of this Letter of Intent is not deemed an acceptance of the Proposal, nor requires the Caribou Utilities District to proceed with the project; and

WHEREAS, as a preliminary step to the entering into such PPA, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. System. Subject to any modifications the parties may ultimately agree to in the PPA and any other definitive agreements, and as may be further modified through the permitting and financing approval processes, the System shall consist of a solar electric generation system, including all necessary component parts, substantially as described in the Proposal.
2. Actions by the Parties: In order to allow for development of the proposed System and subject to this Agreement, the Parties will make commercially-reasonable efforts to complete the following development activities:

HK
2/14/19

Activity	Responsible Party	Target Completion Date
Provide a copy of deed for Facility where Project will be located	Caribou Utilities District	March 8 , 2019
Complete technical site visit and finalize System design	ReVision	March 15, 2019
Complete a review of site conditions affecting solar foundations as deemed necessary by in-house Engineers and solar racking manufacturer	ReVision	May 1, 2019
File interconnection application with Emera Maine to determine utility upgrade costs required for system commissioning.	ReVision	March 15, 2019
Determine all local, State, and Federal (if any) permitting requirements and fees including planning board	Caribou Utilities District	March 22, 2019
Apply for and receive all permit approvals that could be affect project feasibility	ReVision and Caribou Utilities District	May 31, 2019
Acquire approval for the project from the Public Utilities Commission as required by the rules and regulations governing the Caribou Utilities District	Caribou Utilities District	May 1, 2019
Provide ReVision Energy with requirements specified in the Caribou Utilities District Wellhead Protection Zone rules and regulations as they pertain to the construction or operation of the solar electric system	Caribou Utilities District	March 15, 2019
Identify property tax treatment of project (ReVision will support)	Caribou Utilities District	April 19, 2019
Negotiate legal terms of form PPA contract including form of site control	ReVision and Caribou Utilities District	June 21, 2019
Submit final PPA rate schedule for approval	ReVision	June 21, 2019
Execute PPA contract	Caribou Utilities District	July 1, 2019

4K
2/14/19

3. PPA Finalization. The Parties understand that the PPA is yet to be finalized, and that such negotiations will be conducted in good faith.
4. Exclusivity. ReVision shall have twelve months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to develop the System and to facilitate the finalization of the definitive PPA to be entered into between the Financing Party and Caribou Utilities District (the "exclusivity period"). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period Caribou Utilities District shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision and/or the identified Financing Party regarding the development of a distributed generation system serving the Facility.
5. Confidentiality. The provisions of this Agreement and all information related to this Agreement, the Facility, or the System that is shared between the Parties and/or Finance Party, shall be treated as confidential for a term of no less than two years from the Effective Date. These confidentiality provisions shall not apply to any information (a) previously known to either Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of either Party; (c) which is rightfully received from a third Party who is under no obligation of confidence to either Party; (d) which is independently developed by the receiving Party without resort to the Information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.
6. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and Caribou Utilities District.
7. Limitations of Liability. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.
8. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

4K
2/14/19

9. Applicable Law. This Agreement will be governed by the law of the State of Maine without regard to conflicts of law principles.
10. Binding Provisions. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
11. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
12. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

ReVision Energy Inc.

Caribou Utilities District

By: _____

By: HUA KIRKPATRICK

Print Name: _____

Print Name: HUGO A. KIRKPATRICK

Title: _____

Title: GENERAL MANAGER

[rev. 20171221]

2/14/19



Detailed Layout



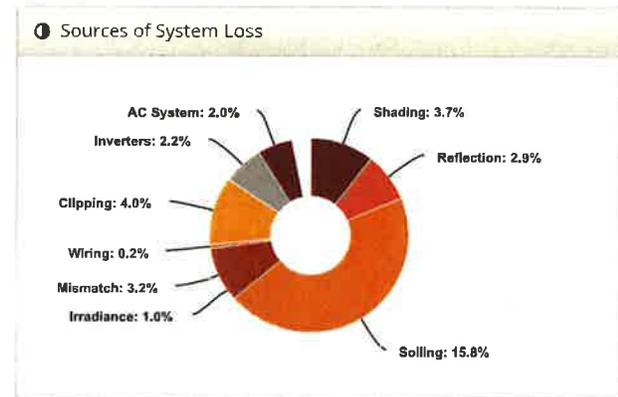
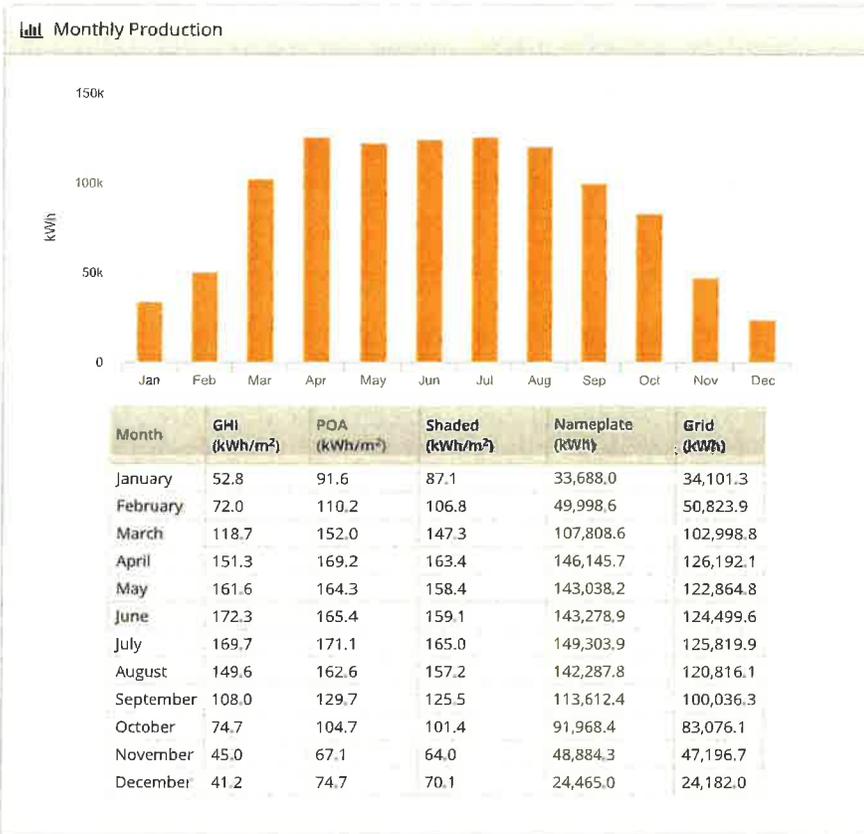
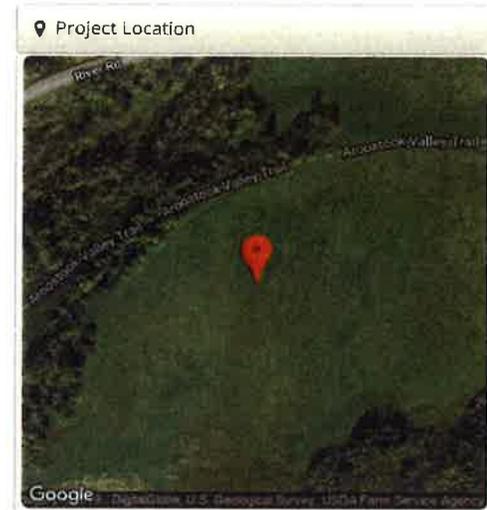
LOS



20190315 SMA/Vikram Caribou Utilities District, 300 River Rd, Caribou, Me

Report	
Project Name	Caribou Utilities District
Project Address	300 River Rd, Caribou, Me
Prepared By	Mark Warner mwarner@revisionenergy.com

System Metrics	
Design	20190315 SMA/Vikram
Module DC Nameplate	970.9 kW
Inverter AC Nameplate	650.0 kW Load Ratio: 1.49
Annual Production	1.063 GWh
Performance Ratio	70.0%
kWh/kWp	1,094.5
Weather Dataset	TMY, CARIBOU, NSRDB (tmy2)
Simulator Version	77c98b59b3-5eebe82f27-a5abca7f32-d8dea3204b



69



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,316.7	
	POA Irradiance	1,562.6	18.7%
	Shaded Irradiance	1,505.2	-3.7%
	Irradiance after Reflection	1,462.1	-2.9%
	Irradiance after Soiling	1,231.0	-15.8%
	Total Collector Irradiance	1,231.0	0.0%
Energy (kWh)	Nameplate	1,194,479.8	
	Output at Irradiance Levels	1,182,603.8	-1.0%
	Output at Cell Temperature Derate	1,195,534.1	1.1%
	Output After Mismatch	1,157,399.1	-3.2%
	Optimal DC Output	1,154,983.2	-0.2%
	Constrained DC Output	1,109,105.9	-4.0%
	Inverter Output	1,084,290.0	-2.3%
	Energy to Grid	1,062,610.0	-2.0%
Temperature Metrics			
	Avg. Operating Ambient Temp		7.2 °C
	Avg. Operating Cell Temp		13.1 °C
Simulation Metrics			
	Operating Hours	4738	
	Solved Hours	4738	

☁ Condition Set				
Description	Reduced Snow Loads			
Weather Dataset	TMY, CARIBOU, NSRDB (tmy2)			
Solar Angle Location	Meteo Lat/Lng			
Transposition Model	Perez Model			
Temperature Model	Sandia Model			
Temperature Model Parameters	Rack Type	a	b	Temperature Delta
	Fixed Tilt	-3.56	-0.075	3°C
	Flush Mount	-2.81	-0.0455	0°C
	East-West	-3.56	-0.075	3°C
	Carport	-3.56	-0.075	3°C
Soiling (%)	J	F	M	A M J J A S O N D
	59	50.5	22.5	5 4 4 4 4 4 4 4 18.9 63
Irradiation Variance	5%			
Cell Temperature Spread	4° C			
Module Binning Range	-2.5% to 2.5%			
AC System Derate	2.00%			
Module Characterizations	Module	Characterization		
	SOMERA VSM.72.370.05 (Grand U_5Wp) (Vikram Solar)	SOMERA VSM.72.370.05 (Grand Ultima).pan, PAN		
Component Characterizations	Device	Characterization		
	Sunny Tripower_Core1 50-US-41 (SMA)	Default Characterization		

📦 Components		
Component	Name	Count
Inverters	Sunny Tripower_Core1 50-US-41 (SMA)	13 (650.0 kW)
Strings	10 AWG (Copper)	156 (31,984.8 ft)
Module	Vikram Solar, SOMERA VSM.72.370.05 (Grand U_5Wp) (370W)	2,624 (970.9 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	8	16-17	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1 (copy)	Fixed Tilt	Portrait (Vertical)	35°	180°	27.3 ft	2x101	13	2,624	970.9 kW

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PROPOSED LOCATION
 OF THE UTILITY/ TOWER/ CHIMNEY
 EXTENSION FROM THE DISCONNECT

SYSTEM SUMMARY	
DC SYSTEM SIZE	101.4 kW DC
AC SYSTEM SIZE	100.1 kW AC
ACPHASE	3PH 3WIRE
TYPE	3S
PROJECT TYPE	RENEW ENERGY

EQUIPMENT SUMMARY		
TYPE	DESCRIPTION	QTY
MODULE	VIKRAM CORPORA 100W 12.2V 20A 250W	2548
INVERTER	SUN SOWAY 15KW/200V/120V	3
CABLE	10000 250	1



10000 250

PROJECT ADDRESS

DC SYSTEM SIZE

AC SYSTEM SIZE

ACPHASE

TYPE

PROJECT TYPE

REVENION ENERGY

10000 250

PROJECT ADDRESS

DC SYSTEM SIZE

AC SYSTEM SIZE

ACPHASE

TYPE

PROJECT TYPE

REVENION ENERGY

10000 250

PROJECT ADDRESS

DC SYSTEM SIZE

AC SYSTEM SIZE

ACPHASE

TYPE

PROJECT TYPE

REVENION ENERGY

10000 250

PROJECT ADDRESS

DC SYSTEM SIZE

AC SYSTEM SIZE

ACPHASE

TYPE

PROJECT TYPE

REVENION ENERGY

10000 250

PROJECT ADDRESS

DC SYSTEM SIZE

AC SYSTEM SIZE

ACPHASE

TYPE

PROJECT TYPE

REVENION ENERGY

10000 250

PROJECT ADDRESS

G-Max

Innovative fixed-tilt ground mount system for photovoltaic (PV) mounting

- Designed to meet UL 2703¹ and ULC/ORD Std C1703 (Ed. 1) (approval pending)
- Four major components: post, girder assembly, purlin, and splice (as needed)
- 25% increase in girder strength*
- 40% increase in purlin spans*
- Standardized hardware, reduces installation time



Unlike any steel PV mounting system on the market, the **G-Max** design is a direct result of customer and installer feedback, combined with years of engineering and manufacturing experience. G-Max pulls from Schletter's legacy **FS System** for unbeatable ease-of-assembly and applies that concept to a steel system. The G-Max design principals include; increased adjustment capability, larger spans between foundations, and hardware standardization to reduce the number of part variables.

Reduction of Piles, Means Reduction of Costs

Based on initial findings, the average utility-scale layout will experience a pile (foundation) quantity reduction of 20% and capture the following cost efficiencies:

- Reduced manufacturing time/cost savings
- Reduced freight time, weight/cost savings
- Site deployment time/cost savings
- Installation time/cost savings

Factory Pre-Assembly

In order to speed installation time in the field, Schletter pre-assembles 30% of the G-Max components in-house. Benefits include:

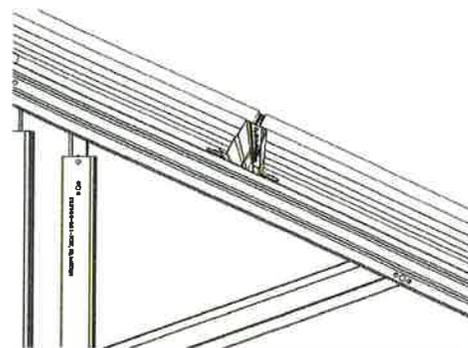
- Fewer touch points in the field reduces install time, saving installation costs
- Less loose hardware in field reduces material loss on site

Combined Purlin Design

A major design feature integrated into G-Max is a reduction of purlins required to secure PV modules. Traditional mounting systems use four purlins, while G-Max requires only three without the need for additional cross bracing or cross rails. The result is a reduction of material handling by 25%, increase in spans, reduction of foundations (piles), and consequently lower project installation costs.



Girder Assembly: Factory pre-assembled to unfold in field for incredible ease-of-assembly, reducing touch points, increasing assembly speed



Factory pre-assembled purlin mounting clips, reduces touch points in the field, installation time, and margin of error

¹ Grounding & Bonding (UL 2703), identified with ETL Listed Mark and tested with specific modules. See G-Max Installation manual for complete list. See Intertek® ETL Listed Directory for more information

* Compared to previous steel products offered by Schletter.

Intuitive Design Features

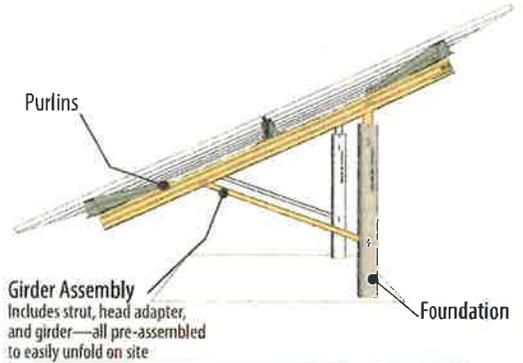
Through the years, Schletter has taken customer and installer feedback seriously. Within the G-Max design are visual quality assurance measures incorporated during manufacturing into the system. What this means for our customers is:

- Part identification numbers on every major component to clearly identify the part and the location for installation
- Embedment depth call-out (score line) on piles—provides a clear visual quality control indicator, increasing installation efficiency and reducing margin of error
- Torque check clips provides a simplified visual quality control check during installation reducing the need for manual torque checks

Safety and Ergonomic Improvements

It is well known that falls from elevated surfaces, such as from ladders, are one of the leading causes of occupational fatalities and injuries (OSHA). Schletter has designed the G-Max system to allow the option of module installation either from the top-down or bottom-up, reducing the necessity for ladders or scaffolding, and thereby reducing the likelihood of injuries during installation.

For United States, visit www.schletter.us or call **888-608-0234** or for Canada, please visit www.schletter.ca or call **519-946-3800** to speak to a Schletter representative for more information.



Four main components include: foundation, girder assembly (arrives as one piece on site and includes strut, head adapter, girder, and purlin mounting clips), purlins, and splices to meet design requirements.

The GAYK hydraulic ram offers industry-leading installation speed on all foundation pile types. GAYK ram features a track machine with center pounding for more efficient and accurate installations. Ramming is possible on slopes up to 20° (north-south slopes) with impacts per minute ranging from 530 to 1,150, depending on terrain. See **GAYK brochure** for more information.

Technical Data

Foundation Options (Current)	Hat channel: Galvanized steel, G210 coating, ASTM A653
Fixed Tilt Angles	10–35°
Purlin and Mounting Superstructure	Galvanized steel, G115 coating, ASTM A653
Module Layout	Portrait
Module Compatibility	See installation manual for approved module list for UL Ed.1 requirements
Cable Management	Purlin integrated component materials available
Structural Design Standards	IBC 2006, 2009, 2012, or 2015 (ASCE 7-05, ASCE 7-10) with local amendments National Building Code of Canada compliant PE Wet Stamps available
Testing and Certifications	Wind Tunnel Validation Conforms to UL 2703 (pending) Certified to ULC/ORD STD C1703 (pending)
Warranty	20 year limited manufacturer warranty, standard
Country of Manufacture	United States of America



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