

BYLAWS
OF
OAK HILL ESTATES
HOMEOWNERS ASSOCIATION

Article 1
Name and Objectives of Corporation

Section 1.1. Name. This corporation shall be known as the **Oak Hill Estates Homeowners Association**, hereinafter called the *Association*.

Section 1.2. Objectives. The Association shall be obligated to maintain and repair the access roads which run through and serve the lots in the Oak Hill Estates subdivision in Stonington, Maine, which lots are hereinafter called the *Development*, and to manage and care for the common areas and facilities owned by the Association. The Association shall not be obligated to maintain or repair any driveways or common driveways leading from said roads, whether or not the same are depicted on the plans of the *Development*. All members shall be obligated to maintain the grounds and the exterior of structures on their own lots to a minimum standard set by rules adopted by the Association, or the Association shall have the right to carry out such maintenance at the expense of the lot owner. All rules setting minimum standards shall be consistent with the state and condition of the existing properties at time of conveyance. It is not intended that the Association establish rules that are unduly restrictive, burdensome or that require existing homeowners to make improvements to their properties or structures.

Section 1.3. Specific Provisions with Respect to Dock and Floats. The Association currently owns a dock and ramp leading to two floats owned by Joseph W. Rares ("Rares"), who has the right to continue to maintain such floats in such position at his own expense. Rares has granted to the Association the right and privilege of crossing his floats and of attaching additional floats of the Association or other members thereto.

The Association shall construct and maintain at its expense such number of additional floats as shall be reasonably necessary and appropriate to accommodate from time to time the needs of the members. In addition to the float or floats maintained by the Association, a member may, with the approval of a majority of votes of the members and at the member's own expense, attach a private float to those maintained by the Association; provided such member has received all required governmental permits for such attachment.

Article 2 Membership

Section 2.1. Membership. The membership of the Association shall be limited to all persons who own a lot in the Development. Any person or entity who holds an interest in a lot only as security shall not be a member of the Association. Each owner, or joint or common owner, of a lot in the Development shall be a member of the Association upon agreeing to be governed by these By-laws.

Section 2.2. Annual Charge. Each member shall pay to the Association the *Annual Charge* as established by the Association. The Annual Charge shall be assessed against each lot, regardless of how many members own an interest in any such lot. The Annual Charge shall be used to achieve the objectives of the Association. The Board of Directors shall establish the date or dates (if paid in installments) on which the Annual Charge shall be due.

Section 2.3. Amount of Charge. The Annual Charge shall be established on a yearly basis at the annual meeting of the Association. No further assessments may be made unless specifically approved by the Association at a special meeting of the Association called pursuant to these Bylaws.

Section 2.4. Default. In the event of default by any member in paying to the Association the Annual Charge or the cost of enforced maintenance of any member's lot as set forth in section 1.2 above, then the member in default shall be obligated to pay interest at the highest legal rate allowed by law on such common charges or costs from the due date thereof as determined by the Association, together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceedings brought to collect such unpaid common charges or maintenance costs. The Association shall have a lien on the lot of any defaulting member to secure the payment of such charges, interest, expenses, costs, and fees, which lien may be enforced in any manner provided for the foreclosure of mortgages or liens under Maine law.

Section 2.5. Membership Nonassignable. Membership and the rights and privileges of a member shall not be assignable, but shall always be an incident of lot ownership.

Section 2.6. Vote. Every lot shall have an equal number of votes. While it is anticipated that each lot will initially have one vote, the number assigned may be adjusted from time to time as may be reasonably necessary to accommodate the voting needs of a lot owned by multiple members. Each member shall have one vote, in person or by proxy at a meeting of the members; provided, however, that the owner of more than one lot shall be entitled to exercise the votes assigned to each owned lot. The designation of any proxy shall be made in writing to the Secretary of the Association, and shall be revocable at any time by written notice to the Secretary.

Article 3 Directors and Officers

Section 3.1. Board of Directors. The officers of the Association shall also serve as the Board of Directors. There must always be at least three directors. Co-owners of a lot may both serve as directors.

Section 3.2. Officers. The officers of the Association shall consist of a President, Vice President, Secretary, and a Treasurer. One person may hold more than one office, but there must always be at least three people serving as officers.

Section 3.3. President as Committee Member. The President shall be a member, ex officio, of all committees.

Section 3.4. Qualifications. The officers of the Association shall be members of the Association.

Article 4 Meetings

Section 4.1. Annual Meeting of Members. The date of the annual meeting of members of the Association shall be established at the organizational meeting of the Association. Notice of the time and place of holding the annual meeting shall be mailed to each member not less than ten nor more than fifty days before the date of each annual meeting.

Section 4.2. Special Meeting of the Association. Special meetings of the Association members may be called by the President, or upon request of three members to the President made in writing. Notice of the meeting shall be mailed to each member not less than ten nor more than fifty days before the date of the meeting, and at such special meeting there shall only be considered such business as is specified in the notice of meeting.

Section 4.3. Quorum for Meeting. At all meetings of the Association, either regular or special, the presence of members in good standing, in person or by proxy, entitled to cast a majority of the total number of votes in the Association, shall constitute a quorum.

Section 4.4. Lack of Quorum. If a quorum is not present, the presiding officer may adjourn the meeting to a day and hour set by such officer. The members present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 4.5. Location. Unless otherwise approved by all members, meetings of the Association shall be held in Stonington, Maine at a suitable place convenient to the members and such place shall be specified in the notice of the meeting.

Section 4.6. Ratification. Members not present at a meeting may, within thirty days after the meeting, ratify any vote taken at the meeting by sending written notice to the President. Such written ratification shall have the same effect as if the members had been present and voting at the meeting.

Article 5 Election of Officers

Section 5.1. Elections. The terms of the officers of the Association shall be for two years, and they shall be elected by plurality vote at the annual meeting of the Association.

Section 5.2. Vacancies. If a vacancy occurs among the officers, the Board of Directors shall fill said vacancy for the remainder of the officer's term.

Section 5.3. Removal. Any officer may be removed from office if so voted by members of the Association entitled to cast at least three-fourths of the total number of votes in the Association.

Section 5.4. Nominating. Nominations may be made by any members of the Association at the election meeting.

Article 6 Duties of Officers

Section 6.1. President. The President shall preside at all meetings of the Association and shall appoint such committees as the President or the Association shall consider expedient or necessary.

Section 6.2. Vice President. In the absence of the President, the Vice President shall perform the President's duties. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

Section 6.3. Secretary. The Secretary shall keep the minutes of all meetings of the Association and shall, if requested, read such minutes at the close of each meeting for approval. The Secretary shall mail out all notices for meetings of the Association and shall perform such other duties as may be required by the Bylaws, the President, or the Association.

Section 6.4. Treasurer. In the absence of both the President and the Vice President, the Treasurer shall preside and assume the duties of the President. The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as ordered or authorized by the Association. The Treasurer shall keep regular accounts of all receipts and disbursements, submit the records when requested, and give an itemized statement at regular meetings of the Association. The Treasurer or the President or Vice President may sign checks and withdrawal slips on behalf of the Association upon any and all of its bank accounts. The Treasurer shall be authorized to expend funds on behalf of the Association up to \$50.00 without the express written approval of the Association.

Section 6.5. Execution of Instruments. The President, together with either the Secretary or the Treasurer, shall, on being so directed by the Association, sign all leases, contracts, or other instruments in writing.

Article 7 Duties and Powers of the Board of Directors

Section 7.1. Management of Association. The officers of the Association, acting as the Board of Directors, shall have general charge and management of the affairs, funds, and property of the Association. The Board of Directors shall have the duty and full power to carry out the purposes of the Association according to its Articles of Incorporation and Bylaws. The Board of Directors shall have authority to approve expenditures on behalf of the Association up to \$100.00 without the express approval of the members of the Association.

Section 7.2. Annual Charge and Enforced Maintenance Cost . The Board of Directors shall have the power to collect the Annual Charge and any enforced maintenance cost which members are required to pay and to take such actions as they deem necessary to their collection.

Section 7.3. Meetings. The Board of Directors, at their discretion, shall set times and days for meetings as agreed by a majority of the Board. There shall be no need for formal written notice of the meetings, but rather, it will be left to the President of the Association, who shall be the Chairman of the Board of Directors, to schedule meetings of the Board when necessary.

Article 8 Compensation of Officers

Neither the officers nor members serving on committees shall receive any salary or compensation for services rendered to the Association.

Article 9 Notices

All notices to members shall be mailed to their addresses as given on the books of the Association, and such mailing shall constitute presumptive evidence of receipt thereof.

Article 10 Liability of Officers

The officers of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the officers against all contractual liability to others arising out of contracts made by the officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation or of these Bylaws. It is intended that the officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that any liability of any member of the Association arising out of any contract made by said officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of a Board of Directors, or out of the aforesaid indemnity in favor of said officers, shall be limited to such proportion of the total liability thereunder as said member's votes in the Association bear to the total number of votes in the Association.

Article 11 Business Records

The corporate business records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Article 12 Parliamentary Rules

Roberts Rules of Order, as most recently revised, shall govern the conduct of the Association meetings when not in conflict with these Bylaws.

Article 13 Amendments

Section 13.1. Proposal. Amendments to these Bylaws may be proposed by a majority of members of the Association, whether meeting as members or by an instrument in writing signed by them.

Section 13.2. Adoption. Amendments to these Bylaws may be adopted only if so voted by members of the Association entitled to cast at least three-fourths of the total number of votes in the Association, provided that notice of the proposed amendment is given in the notice of the meeting.

Bk 3550 Pg 42 #5275
03-12-2003 @ 08:38a

DECLARATION OF COVENANTS OAK HILL ESTATES, STONINGTON, MAINE

In this Declaration, the *Declarant* is Suzanne Rares, not individually but in her capacity as Trustee of the Suzanne Rares Revocable Trust, having a mailing address of Oceanville Road, RR #1, Box 927, Stonington, ME 04681. The *Property* means the real property depicted on the *Plan* entitled "Final Subdivision Plan Showing a Standard Boundary Survey of OAK HILL ESTATES, Cat Cove Lane - Off the Tyler Point Road - Oceanville, Stonington, Hancock County, Maine" approved by the Stonington Planning Board and recorded in the Hancock County Registry of Deeds in File 30, Number 155. A *Lot* means any of the numbered lots shown on said *Plan*. An *Owner* means any owner of any *Lot*, other than mortgagees or others who hold title solely as security. The *Association* means Oak Hill Estates Homeowners Association, a Maine nonprofit corporation.

DECLARATION

The Declarant, being the owner of the Property, in order to provide for the maintenance of the common access roads serving the Lots, the management and care of the common areas and facilities owned by the Association and the responsible management of the Lots, hereby declares that the Property is, and forever after shall be, held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, liens, and charges set forth below, and as are shown as Proposed Deed Restrictive Covenants, or as notes, or elsewhere on the Plan, which shall run with the land and may be enforced by the Declarant, the Association, or any Owner.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to this Declaration is located at Cat Cove Lane off Tyler Point Road, Stonington, Hancock County, Maine, and is more particularly depicted on the Plan entitled "Final Subdivision Plan Showing a Standard Boundary Survey of OAK HILL ESTATES, Cat Cove Lane - Off the Tyler Point Road - Oceanville, Stonington, Hancock County, Maine" approved by the Stonington Planning Board and recorded in the Hancock County Registry of Deeds in File 30, Number 155. If two or more adjacent Lots come into the ownership of the same Owner, such Lots shall nonetheless remain separate Lots for all purposes of this document and any documents related to the Association.

COVENANTS, RESTRICTIONS, EASEMENTS, LIENS, AND CHARGES

1. Every Lot includes an appurtenant easement to use the common facilities and the common access road serving the Property for purposes of access to the Lot, but this easement is subject to the terms of this Declaration and the Bylaws, rules, and regulations of the Association. The common facilities include the dock and associated ramp and intertidal areas as shown on the Plan of the Property. The common access roads include Cat Cove Lane, so called, extending from Tyler Point Road to the Property, Oak Hill Lane and the 40' Private Road as shown on the Plan of the Property. No easements or rights of any kind are hereby granted in any other roads or driveways on lands of the

BK 3550 Pg 43 #5275

Declarant other than as specifically described herein, nor may any such easement or rights be implied in any conveyance of a Lot with reference to the Plan. Every Lot which is crossed by a driveway, footpath, utility line, drainage route, or other appurtenance or facility for the benefit of one or more other Lots, whether or not shown on said plan, is burdened by an easement benefiting such other Lots.

2. The Association has the right to make decisions concerning the maintenance and improvement of the common areas and facilities owned by the Association and of the common access roads. No Owner may independently undertake any such maintenance or improvement. The common access roads do not include driveways. Any questions as to whether particular roads or segments are common roads or driveways shall be decided by the Association. The Declarant is not obligated to construct, repair, or maintain any road or facility, whether or not shown on said plans. The Owners of Lots 8 and 9 shall have no obligation with respect to maintenance of the common access roads until such time as a driveway serving one or both Lots is connected to a common access road.


3. Every Owner is entitled to be a voting member of the Association. An equal number of votes in the Association shall be allocated to each Lot.

4. In order to pay for (a) road maintenance (which shall include snow removal or other expenses to keep the roads passable during the winter) and improvement, (b) management and maintenance of the common areas and facilities owned by the Association, and (c) related administrative costs, the Association may levy an assessment against each Lot, which is a personal obligation of the Lot's Owner(s), may be collected by an action in any court of competent jurisdiction, and constitutes a lien upon the land until paid. This lien may be enforced by any method provided by law, now or hereafter, for the enforcement of liens, including, but not limited to, the methods provided for the foreclosure of mortgages. The obligations secured by this lien also include all costs of collection, including, but not limited to, attorney fees, paralegal fees, and court costs, together with interest at a rate to be set by the Association (but which interest rate shall not be higher than permitted by law).

5. The assessments shall be made equally against all of the Lots, except for expenses caused by or arising from the actions or negligence of particular Owners or their invitees, which shall be assessed exclusively against such Owners and their Lots.

6. This Declaration constitutes notice of the lien hereby created. The priority of any lien arising hereunder, whether or not further evidenced by the later recording of any claim or certificate of lien, shall relate back to the date of this Declaration.

In witness whereof, Suzanne Rares has hereunto set her hand and seal this 12th day of February, 2003.


Suzanne Rares, Trustee as aforesaid