

**BYLAWS OF
WOLFE'S NECK ROAD OWNERS ASSOCIATION**

ARTICLE I

NAME

The name of the corporation shall be Wolfe's Neck Road Owners Association.

ARTICLE II

PURPOSE

The purposes for which the corporation is organized is the owning, improving and maintaining the private portion of the Wolfe's Neck Road in Freeport, Maine, the stone wharf and adjacent land at the end of Wolfe's Neck Road and engaging in such other activities as may be to the mutual benefit of the Members. It shall be a limited nonprofit private mutual benefit corporation pursuant to the laws of the State of Maine in Title 13-B.

Wolfe's Neck Road, for the purposes of this Association, begins at the point on the Southerly boundary of said road opposite the Northwest corner of the barn shown on the hereinafter referenced plan, now or formerly owned by the Wolfe's Neck Farm Foundation, Inc. by deed recorded in the Cumberland County Registry of Deeds in Book 13111, Page 226 with said point being located at the point where an extension of the line of said barn's Southwesterly wall intersects the said road, and the road continues Westerly to the stone wharf in Casco Bay. Included in said road is the land at the Southwesterly end of the said road adjacent to the stone wharf. Said road, land and wharf are shown and described in the Survey Plan of Portion of Wolfe's Neck Farm Showing Division of Land of Eleanor H. Smith and Family, Freeport, Maine, Dated February 14, 1983 recorded in the Cumberland County Registry of Deeds in Plan File #145, Sheet 64. Said road, land and wharf are to be conveyed to the Association by The Cascoseeket Association by Deed to be recorded. The lots of the Members, the road, land and wharf are also shown on the Town of Freeport Tax Map 24A, Fall 2009, a copy of which is incorporated herewith by reference.

ARTICLE III

MEMBERSHIP

The members of the corporation shall be limited to the owners of record of land shown on the said Wolfe's Neck survey plan and the owners of Punkin Nob, who have, by recorded declaration, subjected their land to the Association and these By-Laws.

Members to be classified as:

**Class A Property Owners with Road and Wharf access
Class B Property owners with Road access only
Class C Non-point owners with Road and Pier Access
Class D Major Users with Road Access only**

Attached hereto, as Exhibit One is a list of owners and tax map lot numbers arranged by membership classification as of September, 2011.

In the event any of said lots are subdivided, or the multiple lots under single ownership are conveyed separately, the owners of the lots so created shall become voting members.

The holder or owner of a security interest only, such as a mortgagee, shall not be qualified to be a Member.

A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or facilities of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after Membership ceases.

ARTICLE IV

ACTIVATION

The corporation shall become active when at least 2/3 of the Members (18) have fully executed a Declaration making their land on Wolfe's Neck subject to these Bylaws and those Declarations are recorded in the Cumberland County Registry of Deeds and thereafter the corporation shall have perpetual existence.

ARTICLE V

MANAGEMENT

The affairs of the Association shall be managed by the Members at membership meetings. Members shall elect from the membership a President, Secretary, Treasurer, two Directors and a Road Manager. The officers, two Directors and Road Manager shall serve as a six (6) member Board of Directors between membership meetings and shall act on such matters as delegated by the Members or as provided herein. The duties of the officers shall be as prescribed by these bylaws. The Board of Directors shall act by majority vote at meetings of the Board or as polled by the President by electronic mail or phone. Meetings shall be called by the President as necessary with seven (7) days notice by mail, electronic mail or phone

ARTICLE VI

VOTING

At all meetings and elections, all the Members may cast only one vote. Members shall have one vote for lot owned. If any Member owns multiple (two or more) lots, that Member shall have only one vote. Lots owned by tenants in common or joint tenants may cast only one vote as a group. In order to be effective, any vote must have a 2/3 majority of those voting in person or voting by proxy.

ARTICLE VII

AMENDMENTS

The bylaws of the corporation may be amended, altered or rescinded only by two-thirds (2/3) of the Members at an annual meeting.

All amendments shall not become effective until recorded in the Cumberland County Registry of Deeds.

Amendments may be proposed by any Member.

ARTICLE VIII

OFFICERS

Section 1. Officers. The officers of the Association shall be a President, a Secretary, a Treasurer, and a Road Manager. These officers shall take office immediately after the adjournment of the election meeting. There shall also be two (2) Directors elected from the membership.

Section 2. The President. The President shall be the chief executive officer of the Association, and shall perform such other duties as from time-to-time may be assigned to him by the Members or the Board of Directors. The President shall be ex officio a Member of all committees.

Section 3. The Secretary and Treasurer. The Secretary shall keep the minutes of all the Members' and Officers' meetings and the Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Association. They shall perform all duties incident to the office of Secretary or Treasurer and shall perform such other duties as may from time-to-time be assigned by the Members or the President.

Section 4. Registered Agent. The Members shall appoint a Registered Agent for the Association who shall serve until replaced and who need not be a Member, but who must be a Maine resident, and whose duties *shall* be limited to those provided by Maine law.

Section 5. Road Manager. The Road Manager shall provide for routine maintenance and arrange for other repairs to the road that the Directors or Members may deem necessary.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. There shall be an annual meeting of the Members of the Association each July at such time and place as may be designated in Freeport, Maine of each year. Notice with an Agenda for such meeting shall be given three (3) weeks in advance and may be given by regular mail or by electronic mail. At the annual meeting, the Members shall elect the Officers and two Directors for the next year. Budgets for road maintenance, pier maintenance and insurance shall be adopted. Any other business matters raised by the Board of Directors may be considered.

Section 2. Special Meetings. Special meetings of the Members shall be held whenever

called by the President or by at least four (4) Members. Three (3) weeks notices shall be given to all Members and may be given by regular mail or by electronic mail.

Section 3. Proxy. Votes by Members may be cast in person or by written proxy by any Member, with one vote as provided for in Article VII.

Section 4. Quorum. A quorum shall consist of at least 50% of the voting Membership either in person or by proxy.

ARTICLE X

MAINTENANCE FEES AND RULES

Section 1. The Association shall have the right and power to subject the property of its Members to annual maintenance fees. There shall be set annually separate budgets and maintenance fees for road maintenance and pier maintenance for the purpose of allocating separate maintenance fee assessments by membership classifications as set forth in Exhibit One. An additional assessment may be assigned by the Board of Directors to an individual property owner who has caused substantial damage to the road.

Commencing in 2012 when determined by the Board of Directors and again on or about August 15, 2012, and on or about the same day of each year thereafter, each owner of a lot and each owner of multiple lots shall each pay the assessed maintenance fees in advance. The maintenance fees shall be used by the Association to create and continue a Maintenance Fund to be used by the Association as hereinafter stated. The Association may vote to assess the maintenance fees in installments and to set the due date for such installments. The fees will be delinquent when not paid within thirty (30) days after they become due.

The annual maintenance fees may be adjusted from year-to-year by the Members as the wharf, adjacent land and road maintenance needs and improvements may require and shall be assessed by membership classification as indicated in attached Exhibit One.

The Directors, in the event that the road is extensively damaged but passable, may make the repairs reasonably necessary to restore the road to a reasonable condition using funds available and may thereafter call a special meeting of the members for the purpose of authorizing a supplemental assessment to provide sufficient funds for road maintenance and additional repairs for the balance of the fiscal year. The supplemental assessment shall be collected in the same manner as the annual road maintenance assessment. The Directors may declare and assess an emergency road repair assessment in the event the road is rendered impassable and there are insufficient funds available to make the road reasonably passable. The emergency road repair assessment shall be collected in the same manner as the annual road maintenance assessment.

Section 2. The road maintenance fee shall be used for improving and maintaining the road, drainage and storm water management facilities, the sight distances on the curves and intersections of the roads, brush and tree cutting and pruning, snow plowing, ice control, snow and ice removal, signage, grading, graveling and fencing where needed. It shall also be used for providing liability insurance coverage for the Association, its Members and Officers and the costs of consultants and for office supplies and costs.

Section 3. The pier maintenance fee shall be used for improving and maintaining the stone pier and the adjacent land, including the parking area and access path. It shall also be used for providing pier liability insurance coverage for the Association, its Members and Officers.

Section 4. The Association, by a 2/3rds vote of the Members, shall have the right and power to adopt and enforce rules and regulations governing all uses of the road, wharf and adjacent land.

Section 5. The Road shall not be paved nor have lighting of any kind.

Section 6: Parking: Members shall be expected to park their vehicles on their own property at all times, with reasonable leeway given to short-term exceptions such as the dropping off and picking up of people and items. There shall be no long-term parking at the wharf area, where parking should be minimal.

Section 7: Wharf usage: Storage of boats, boating gear, fishing and lobster equipment is not permitted. The use of glass containers should be avoided.

Section 8: No use or interest in the pier shall be assigned, leased or licensed to any person or entity who is not a member of the Wolfe's Neck Road Association as provided in Article III.

ARTICLE XI

COLLECTIONS OF MAINTENANCE FEES

The Association shall have the power and authority to enforce and collect said maintenance fees by any action including actions at law and equity, and including attachment of Members' property. Members who are in default of their fees shall also be liable to the Association of reasonable interest and late charges set in advance by the Association and for the Association's reasonable costs of collection, including but not limited to, attorney's fees and costs. The maintenance fees shall constitute a burden upon the land of the Members and shall run with the land.

ARTICLE XII **INSURANCE**

The Association, including but not limited to, pursuant to 12-B M.R.S.A. §714(6) and as amended, shall maintain in full force and effect a general liability insurance policy or policies for the benefit and protection of the Association, its officers and Members. It shall cover all land, common areas, facilities, equipment, and activities owned, operated and/or maintained by the Association as well as personal property and all acts performed for the Association. It shall have a face amount which shall be determined from time to time by the Membership. Costs of insurance shall be a part of the maintenance fees and shall be allocated by the costs for road insurance and pier insurance by membership class.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND MEMBERS

Each officer, member and employee of The Association shall be indemnified by The Association to the extent of insurance coverage against expenses, including attorneys' fees,

judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of The Association), by the reason of the fact that such person is or was an officer, member or employee of The Association, if such person acted in good faith and in a manner reasonably believed to be in the best interests of The Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in the best interests of The Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding, may be paid by The Association in advance of the final disposition of such action, suit or proceeding as authorized by the Members in the manner provided by the applicable statutes of the State of Maine concerning indemnification by nonprofit corporations currently contained in 13- B M.R.S.A. § 714, (or the corresponding provision of future Maine law), upon the receipt of an undertaking by or on behalf of the officer, member or employee to repay such amount, unless it shall be ultimately determined that such person is entitled to be indemnified as provided herein.

In the event that such action or proceeding be by or in the right of The Association, The Association shall have the same power to indemnify and insure any such director, officer or employee, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such duty, unless the court wherein the action or proceeding is tried shall specifically find that despite the adjudication of liability, but in view of all the circumstances of the case, such a person is fairly and reasonably entitled to indemnity.

The indemnification provided by these bylaws shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute or regulation of the State of Maine.

As used in this provision, the terms "officer", "member", "employee" include the respective heirs, executors and administrators of persons holding such offices in The Association.

This Article shall be construed liberally and to the fullest extent possible pursuant to 13-B M.R.S.A. §714 including any future amendments.

CERTIFICATION

I certify that these initial Bylaws of the Wolfe's Neck Road Owners Association were adopted, pursuant to 13-B M.R.S.A. §601, by the incorporator, on _____, 2012, after review by the Board of Directors and that they are a true and complete copy.

Dated: _____, 2012

CLIFFORD H. GOODALL, ESQUIRE
Incorporator
DYER GOODALL AND DENISON, P.A.
61 Winthrop Street
Augusta, Maine 04330

State of Maine
County of Kennebec

_____, 2012

Then the above named Clifford H. Goodall, who signed the foregoing instrument as the attorney of the above named Association, personally appeared the incorporator and acknowledged the same to be his free act and deed.

Before me,

Notary Public/Attorney-at-Law

Printed Name: _____

My Commission Expires: _____