

**BYLAWS OF  
UNION BAY SHORES ASSOCIATION**

**ARTICLE I           Corporation**

The name of the Association is **UNION BAY SHORES ASSOCIATION** (hereinafter “UBSA”), which is organized as a Maine nonprofit corporation. The fiscal year of the UBSA shall be the calendar year. The corporation shall have year-to-year existence until revoked. The initial mailing address of the UBSA is P.O. Box 244, Surry, Maine 04684. This address shall be updated annually on the tax commitment records for the ownership of the common lots, Town of Surry, Maine, 04684.

**ARTICLE II           Purposes**

The purposes for which the UBSA is organized are to provide a method for ownership of common areas on the plan entitled “Plan of Survey for Union Bay Shores for Salois Brown, LLC, Route 172, Surry, Maine” dated August 27, 2002 and recorded in Plan File 31 No. 62 of the Hancock County Registry of Deeds (the “Plan”), and to set guidelines for the use, maintenance, and supervision of common areas and shore rights; to oversee the repairs and maintenance, as defined in the statute at 23 M.R.S.A. §3101(B), as it may be amended, of the private way “Viking Trail Lane,” Surry, Maine; and to oversee the maintenance of commonly-used utility services through the community.

**ARTICLE III           Membership / Member**

All owners, their heirs, and assigns, of the residential lots as shown on the Plan benefited by Viking Trail Lane (the “Lot” or “Lots”) are eligible to be Members of the UBSA, but each Lot receives at all times only one vote. Once a lot owner becomes a Member of the UBSA, Membership shall be required for all present and future owners of that Lot. The holder or owner of a security interest only, such as a mortgagee, shall not be qualified to be a Member.

**ARTICLE IV           Effective Date**

The effective date of these Bylaws is December 18, 2021.

## **ARTICLE V        Meetings**

After the Organizational meeting, the UBSA shall hold an annual meeting to elect Officers, when needed, and to conduct business, and shall hold other meetings as necessary. The term “present” for meetings and votes may include presence by video conferencing.

Special meetings may be called by the UBSA President, or upon written request of three (3) Members. The Secretary or President shall give at least fourteen days (14) days written notice of any meeting, stating the date, time, place, and purpose of each meeting, mailed to the address listed in that year’s Surry Tax Commitment. Any Member may waive written notice in a writing filed with the UBSA records, in which case notice may be sent by email. Notice of meetings may be given by email as long as the outbound email contains the telephone number of the sender, for verification. By signing these Bylaws, all Members agree to this provision.

Two-thirds (2/3) of the Members constitute a quorum for any purpose, but a lesser number may vote to adjourn a meeting to another date.

## **ARTICLE VI        Votes**

At all meetings and elections, each Lot in good standing may cast only one vote, by a Member who is a record owner of said Lot.

For any vote to be effective on any issue, there must be a vote in favor of the decision of two-thirds (2/3) of Members present in person or via proxy, except that, in the case where the issue or subject to be voted upon shall require an increase in dues or a special assessment, a vote of three-quarters (3/4) of Members present in person or via proxy shall be required. Voting shall be by only those present, as defined in Article V, or by written proxy from one Member to another Member who is present at the meeting. The proxy may be either general or specific.

## **ARTICLE VII        Amendments**

The Bylaws of the UBSA may be amended, altered or rescinded by a vote of three-quarters (3/4) of the Members at any meeting for which the notice specified the substance of the proposed amendment.

## **ARTICLE VIII      Officers**

The Members shall be the governing board of the UBSA and they shall elect a President, a Treasurer, and a Secretary as Officers. The Officers shall take office immediately after the adjournment of the meeting at which they are elected.

The President shall preside at all meetings, call special meetings, and execute all documents on behalf of the UBSA. The Treasurer shall maintain the UBSA checking account, sign checks, collect all assessments, and prepare a budget to present at each annual meeting. The Secretary shall maintain the UBSA records, keep the minutes, and provide notices of meetings. In addition to the duties listed, the Officers shall perform such other duties as may from time-to-time be assigned by the Members or the President.

Each Officer shall serve a term of two (2) years. Vacancies shall be filled, if for greater than five (5) months, by vote of the Members at a special meeting; if for less than five (5) months, by vote of the remaining Officers. The new Officer shall serve until the end of the term.

No Officer shall be paid compensation for his or her services but an Officer may be reimbursed for actual expenses incurred expenses consistent with procedures set forth in Article IX.

## **ARTICLE IX          Duties and Powers of Officers**

The Members may authorize any Officer or Officers, agent or agents of the UBSA, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the UBSA and such authority may be general or confined to specific instance.

All checks, drafts or orders for payment of money, notes or other evidence of indebtedness issued in the name of the UBSA shall be signed by such Officer or Officers, agent or agents of the UBSA, and in such manner as shall from time to time be determined by resolution of the Members, provided however that at least two Officers must approve reimbursements to an Officer.

In the absence of such determination by the Members, such instruments shall be signed by the Treasurer and countersigned by the President of the UBSA.

All funds of the UBSA shall be deposited from time to time to the credit of the UBSA in such banks, trust companies or other depositories as the Members may select.

The Members may accept on behalf of the UBSA any contribution, gift, bequest or devise for the general purposes or for any special purpose of the UBSA.

#### **ARTICLE X            Limitations**

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

#### **ARTICLE XI           Assessments**

The UBSA shall have the right and power to subject the property of its Members to an annual fee. Commencing on \_\_\_\_\_, 2021, and within thirty (30) days of the annual meeting of each year thereafter, each Member shall pay the fee, and such payments shall be used by the UBSA to create and continue a checking account to be used by the UBSA as hereinafter stated. The owner of each Lot shall pay to the UBSA one-ninth of the costs of the UBSA, as established by the Members at the annual meeting. Any Member who is in arrears on the payment of any assessment shall not vote on any UBSA business.

The UBSA may vote, for all, or, in cases of hardship, for any one Lot, to pay the fee 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 fee may be adjusted from year-to-year by the Members as needs may require.

Special fee assessments for emergencies and/or budget deficits may be assessed on the Members in addition to the annual fee, if authorized by the Members at the annual or a special meeting, in accordance with Article V.

The fee shall also be used for providing liability insurance coverage for the Association, its Members and Officers, the costs of consultants, and operating costs of the Association.

**ARTICLE XII      Collection of fees; liens**

The UBSA shall have the power and authority to enforce and collect said fees by the same lien method described in title 23, section 3104 of Maine statutes; that is, by recording a notice of claim at the Hancock County Registry of Deeds. Collection of fees may also be enforced by court action. Members who are in default of their fees shall also be liable to the UBSA for reasonable interest and late charges set in advance by the UBSA, and for the UBSA's reasonable costs of collection, including but not limited to, attorney's fees and costs. The unpaid fees, interest, late charges, and costs shall constitute a burden upon the land of the delinquent Members and shall run with the land.

**ARTICLE XIII      Insurance**

The UBSA may maintain in full force and effect general liability insurance policies for the benefit and protection of the UBSA, its Officers, and Members. It shall cover all land, common areas, facilities, equipment, and activities owned, operated, and/or maintained by the UBSA, as well as personal property and all acts performed by the UBSA. It shall have a face amount which shall be determined from time to time by the Membership.

**ARTICLE XIV      Indemnification of Officers and Members**

Each Officer, Member, and employee of the UBSA shall be indemnified by the UBSA to the extent of insurance coverage against expenses, including attorneys' fees, judgments, fines, and amount 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 UBSA) by the reason of the fact that such person is or was an Officer, Member, or employee of the UBSA, if such person acted in good faith and in a manner reasonably believed to be in the best interests of the UBSA, 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 UBSA, and with respect to any criminal action or proceeding, that reasonable cause to believe that such person's conduct was unlawful.

In the event that such action or proceeding be by or in the right of the UBSA, the UBSA shall have the same power to indemnify and insure any such Member, Officer, or employee, except that no indemnification shall be made in respect to 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.

Indemnification does not apply to lot owners who are not Members.

**ARTICLE XV       Declarations and Covenants**

The UBSA shall oversee the enforcement of prior recorded legal instruments, including any “Declaration of Protective Covenants” which may have been recorded from time to time, and well as the information shown on the plan entitled “Plan of Survey for Union Bay Shores for Salois Brown, LLC, Route 172, Surry, Maine” dated August 27, 2002 and recorded in Plan File 31 No. 62 of the Hancock County Registry of Deeds.

We, the undersigned, being all of the Members of the Union Bay Shores Association, do hereby certify that the foregoing Bylaws were adopted at the organizational meeting of said Association at Surry, Maine on December 18, 2021.

Lot Number\_\_\_\_\_

Name as appears on Deed (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Name as appears on Deed (Print) \_\_\_\_\_

Signature \_\_\_\_\_