

AMENDED AND RESTATED
BYLAWS
OF
PARKER NECK ASSOCIATION
[VERSION DATE JANUARY 2, 2008]

TABLE OF CONTENTS

Page 1

ARTICLE I GENERAL

Section 1.1 Name..... 1
Section 1.2 Offices..... 1
Section 1.3 Registered Agent..... 1
Section 1.4 Seal..... 1
Section 1.5 Capitalized Terms..... 1
Section 1.6 Membership..... 1
Section 1.7 Fiscal Year..... 2

ARTICLE II PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes..... 2
Section 2.2 Powers..... 2
Section 2.3 Non-Profit Status..... 4

ARTICLE III DEFINITIONS OF CAPITALIZED TERMS..... 4

ARTICLE IV MEETINGS OF MEMBERS

Section 4.1 Place of Meetings..... 8
Section 4.2 Annual Meeting..... 8
Section 4.3 Special Meetings..... 8
Section 4.4 Notice of Meetings..... 8
Section 4.5 Quorum..... 8
Section 4.6 Voting..... 8
Section 4.7 Votes in the Event of Multiple Ownership of a Lot..... 9
Section 4.8 Proxies..... 9
Section 4.9 Action by Consent..... 9
Section 4.10 Order of Business..... 10
Section 4.11 Meeting Procedure..... 10
Section 4.12 Adjournment..... 10

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Number of Directors and Qualifications..... 11
Section 5.2 Election and Term of Office..... 11
Section 5.3 Vacancies..... 11
Section 5.4 Regular Meetings..... 11
Section 5.5 Annual Meeting..... 11
Section 5.6 Special Meetings..... 11
Section 5.7 Notice of Meetings – Waiver..... 12

TABLE OF CONTENTS

Page 2

Section 5.8 Quorum and Voting.....12
Section 5.9 Action by Consent.....12
Section 5.10 Powers and Duties.....12
Section 5.11 Nomination and Election.....13
Section 5.12 Removal and Resignation of Directors.....14
Section 5.13 Other Committees.....14
Section 5.14 Compensation.....14
Section 5.15 Action With Respect to Interests in Real Estate.....14

ARTICLE VI OFFICERS

Section 6.1 Officers and Qualifications.....15
Section 6.2 Election and Terms of Office.....15
Section 6.3 Resignation and Removal of Officers.....15
Section 6.4 Duties of Officers.....15
Section 6.5 Compensation..... 17

ARTICLE VII FISCAL AFFAIRS AND ADMINISTRATION

Section 7.1 Accounting.....17
Section 7.2 Budget and Common Charges.....17
Section 7.3 Dues and Assessments.....18
Section 7.4 Purpose of Assessments.....18
Section 7.5 Special Assessments.....18
Section 7.6 General Uniform Rate and Special Charges.....19
Section 7.7 Creation of Lien for Assessments.....19
Section 7.8 Payment Certification.....19
**Section 7.9 Effect of Non-Payment of Assessments; Remedies of
the Association.....19**
Section 7.10 Subordination of the Liens to Mortgages.....20
Section 7.11 Effect of Transfer of Ownership of a Lot.....20
Section 7.12 New Member Assessments.....20

**ARTICLE VIII ENFORCEMENT OF THE PROVISIONS OF THE BYLAWS, THE
DECLARATION AND PREDECESSOR LEGAL DOCUMENTS**

Section 8.1 Enforcement.....20
**Section 8.2 Amounts Due by a Member in Connection with a Breach or
Violation of the Terms or Provisions of the Bylaws or
Declaration.....21**

TABLE OF CONTENTS

Page 3

Section 8.3	Effect of Non-Payment of Member Breach Obligations.....	21
Section 8.4	Alternative and Supplemental Enforcement of Obligations of Non-Confirming Lot Owners or Non-Members.....	21
ARTICLE IX AUTHORITY TO ENTER INTO COMMITMENTS		
Section 9.1	Limitation on Authority to Enter into Commitments and Contracts.....	22
Section 9.2	Execution of Instruments.....	22
ARTICLE X INSURANCE		
Section 10.1	General Insurance.....	22
Section 10.2	Members' Insurance.....	23
ARTICLE XI LIABILITY OF DIRECTORS AND OFFICERS		
Section 11.1	Exculpation.....	23
Section 11.2	Indemnification and Directors' and Officers' Liability Insurance.....	23
ARTICLE XII AMENDMENTS TO BYLAWS AND DECLARATION		
Section 12.1	Amendments to Bylaws.....	24
Section 12.2	Amendments to Declaration	24
ARTICLE XIII THE SUPERSEDING OF PRIOR DOCUMENTS		
Section 13.1	Prior Bylaws and Rules and Regulations Superseded.....	25
Section 13.2	Common Scheme of Restrictions, Conditions and Rights in Predecessor Legal Documents Superseded for Confirming Lot Owners.....	25
Section 13.3	Common Scheme of Restrictions, Conditions and Rights in Predecessor Legal Documents Not Superseded for Non-Confirming Lot Owners.....	25
Section 13.4	Town of Phippsburg Rights Not Affected.....	25
Section 13.5	Certain Rights of first Offer in Predecessor Legal Documents.....	26
Section 13.6	Cooperation and Claims of Non-Confirming Lot Owners.....	26

TABLE OF CONTENTS

Page 4

ARTICLE XIV EFFECTIVE DATE OF BYLAWS AND DECLARATION.....26

ARTICLE XV SEVERABILITY.....27

ARTICLE XVI CONFLICT.....28

**ARTICLE I
GENERAL**

Section 1.1 Name

The name of the Corporation is Parker Neck Association (hereinafter the "Association").

Section 1.2 Offices

The principal office of the Association shall be located at Captain John Parker Road, Town of Phippsburg, County of Sagadahoc, State of Maine. The Board of Directors may change the location of the principal office of the Association at any time for any reason.

The registered office of the Association shall be located at 511 Congress Street, Suite 801, Portland, Maine 04101 (the offices of James A. Hopkinson, Esq.). The Board of Directors may change the location of the registered office at any time for any reason.

Section 1.3 Registered Agent

The Registered Agent of the Association shall be James A. Hopkinson, Esq., or such other person or entity as may be designated by the Board of Directors from time to time.

Section 1.4 Seal

The seal of the Association shall be as follows:

[SEAL]

Section 1.5 Capitalized Terms

All capitalized terms herein shall have the meanings set forth in Article III.

Section 1.6 Membership

The Members shall consist of all "Lot Owners" (as such term is defined in the Declaration). An owner of property not previously subject to the Declaration or of property previously part of a larger Lot, whose property becomes subject to the Declaration as a separate Lot and who

becomes a Lot Owner as set forth in the Declaration, shall become a Member from and after the time such owner becomes a Lot Owner of such separate Lot.

The membership of each Lot Owner shall terminate upon the sale, transfer, or other disposition of such Lot Owner's ownership interest in the Lot, whereupon membership shall automatically transfer to and be vested in the successor in ownership. The mortgage of a Lot shall not operate to transfer membership until foreclosure of the mortgage.

Section 1.7 Fiscal Year

The fiscal year of the Association shall begin on the first day of July in each year and end on the last day of June of the following year. The Board of Directors may change the fiscal year at any time for any reason.

ARTICLE II PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes

The purposes of this Association are to establish an association of Lot Owners for the government, operation, and maintenance of common functions and facilities of the Parker Neck residential community and to enforce and otherwise carry out the Common Scheme of Restrictions, Conditions and Rights which has been established for the Parker Neck Association Lots, as such Common Scheme of Restrictions, Conditions and Rights is currently set forth in the terms and conditions of these Bylaws and the Declaration, and as such common scheme may be modified from time to time as set forth in these Bylaws and the Declaration.

Section 2.2 Powers

In addition to all of the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Non-Profit Corporation Act, all of which the Association shall have, the Association shall have the following specific powers (to the extent permitted by law and to the extent otherwise consistent with the other terms and conditions of the Declaration and the Bylaws):

- A . To adopt and amend the Bylaws and the Declaration, including all of the various covenants, reservations, restrictions, easements and rules and regulations contained therein.

- B. To adopt and amend budgets for revenues, expenditures, and reserves, and collect common charges, assessments and service charges from Lot Owners and others.
- C. To hire and terminate managers and other employees, agents, and independent contractors.
- D. To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or one or more Lot Owners on matters affecting the Association.
- E. To make contracts and incur liabilities.
- F. To regulate the use, maintenance, repair, replacement, and modification of common elements and facilities.
- G. To cause additional improvements to be made as a part of the common elements.
- H. To acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property.
- I. To grant easements for public utilities servicing the property through or over the common elements and facilities.
- J. To impose and collect assessments and other payments authorized hereunder and charges for the use, rental, or operation of facilities located on the common elements and facilities.
- K. To impose charges and Interest for late payments of common charges, assessments and service charges.
- L. To impose reasonable charges for the preparation and recording of amendments to the Bylaws and Declaration and statements or certifications of payment status of common charges and assessments.
- M. To maintain insurance on behalf of the Association and to maintain directors' and officers' liability insurance.
- N. To provide for the indemnification of its incorporators, Directors and officers.

- O. To enforce the terms and provisions of the Declaration and Bylaws.
- P. To exercise any other powers conferred by the Declaration or Bylaws.
- Q. To exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

Notwithstanding the fact that the Association shall have the above powers, (i) nothing in these Bylaws shall be construed to place upon the Association any obligation to construct any new roads or to improve any roads beyond the making of repairs and the performance of ordinary maintenance on the Roads, unless and until such time as the Board of Directors so authorizes any such work and the Members approve of the necessary assessments in the manner provided in these Bylaws and (ii) nothing in these Bylaws shall be construed to place upon the Association the duty to undertake other permitted activity, such as the improvement or operation of any common areas, unless and until such time as the Board of Directors so authorizes any such work and the Members approve of the necessary assessments in the manner provided in these Bylaws.

Section 2.3 Non-Profit Status

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any persons except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance, and care of the Association property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges, or by virtue of a properly authorized distribution of insurance or condemnation proceeds.

ARTICLE III DEFINITIONS OF CAPITALIZED TERMS

Section 3.1 Association

The term "Association" shall mean and refer to the Parker Neck Association, its successors and assigns.

Section 3.2 Common Property

The term "Common Property" shall have that meaning set forth in the Declaration.

Section 3.3 Common Scheme of Restrictions, Conditions and Rights

The term "Common Scheme of Restrictions, Conditions and Rights" shall mean the various restrictions and conditions and rights established by the Predecessor Legal Documents, and restated and amended in these Bylaws and the Declaration, which are designed to preserve the character of the Parker Neck community for the benefit of the Members of the Association and to grant rights in the Roads and Common Property to such Members; such common scheme including covenants, conditions, restrictions, reservations, rules and regulations, conveyances of easements over the Roads and to the Common Property and the like. By way of illustration, components of the Common Scheme of Restrictions, Conditions and Rights existing prior to the effective date of these Bylaws and the Declaration include, without limitation, the following: (i) "restrictions and conditions" (typically numbered 1 through 11) and grants of easement rights in the Roads and Common Property contained in or incorporated into deeds conveying Lots in Parker Head Colony Phase I; (ii) conditions, restrictions and grants of easement rights in the Roads and Common Property contained in or incorporated into deeds conveying Lots in Parker Head Colony Phase II; (iii) the terms contained in or incorporated into that "Conditions and Restrictions of Subdivision Affecting Subdivision – Phase II Phippsburg, Maine" dated February 23, 1987 and recorded in the Sagadahoc County Registry of Deeds at Book 802, Pages 324 through 328; (iv) "restrictive covenants" and grants of easement rights in the Roads and Common Property contained in or incorporated into deeds conveying Lots in Parker Head Southwest; and (v) Rules and Regulations of the Association promulgated prior to the effective date of these Bylaws and the Declaration. Notwithstanding the foregoing, such term "Common Scheme of Restrictions, Conditions and Rights" shall not include (a) rights and obligations arising from any utility, drainage, septic, access or similar easements conveyed over property which is not a part of the Roads or the Common Property, (b) any covenants, restrictions or conditions burdening a Lot or Lots where such covenants, restrictions or conditions are in the nature of private restrictions benefiting only a limited number of Lots, and not in the nature of common covenants, restrictions and conditions generally benefiting and protecting the character of the entire community or of a phase of the community (such phases being Parker Head Colony, Parker Head Colony Phase I, Parker Head Colony Phase II or Parker Head Southwest) or (c) any rights or obligations created in connection with a mortgage or similar loan secured by a Lot.

Section 3.4 Confirming Lot Owners

The term "Confirming Lot Owner" shall have the meaning set forth in the Declaration.

Section 3.5 Deadline Date

The term "Deadline Date" shall mean October 31, 2010.

Section 3.6 Declaration

The term "Declaration" shall mean and refer to the Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easements of Parker Neck [Version Date January 2, 2008] adopted by the Association at a duly called meeting on March 29, 2009, and recorded in the Sagadahoc County Registry of Deeds at Book 3063 Page 36, as such Declaration may be amended from time to time.

Section 3.7 Declaration and Confirmation

The term "Declaration and Confirmation" shall mean a document in the form of Exhibit "A" hereto which is delivered to the Secretary of the Association pursuant to Article XIV hereof.

Section 3.8 Interest

The term "Interest" shall mean interest at a rate of 12% per annum, compounded quarterly.

Section 3.9 Lot

The term "Lot" shall have that meaning set forth in the Declaration.

Section 3.10 Lot Owner

The term "Lot Owner" shall have that meaning set forth in the Declaration.

Section 3.11 Member

The term "Member" shall mean and refer to each person or entity that holds a membership in the Association, as set forth in Section 1.6 hereof.

Section 3.12 Member Breach Obligations

The term "Member Breach Obligations" shall have the meaning set forth in Section 8.2 hereof.

Section 3.13 Non-Confirming Lot Owner

The term "Non-Confirming Lot Owner" shall have that meaning set forth in the Declaration.

Section 3.14 Notice and Billing Address

The term "Notice and Billing Address" for any Member of the Association shall mean (i) the address provided by the Member in a signed writing to the Secretary of the Association and

identified as the address to be used for notices and other communications from the Association, or (ii) absent such notice from the Member, the address of such Member's Lot.

Section 3.15 Parker Head Colony

The term "Parker Head Colony" shall have the meaning set forth in the Declaration.

Section 3.16 Parker Head Colony Phase I

The term "Parker Head Colony Phase I" shall have the meaning set forth in the Declaration.

Section 3.17 Parker Head Colony Phase II

The term "Parker Head Colony Phase II" shall have the meaning set forth in the Declaration.

Section 3.18 Parker Head Southwest

The term "Parker Head Southwest" shall have the meaning set forth in the Declaration.

Section 3.19 Parker Neck

The term "Parker Neck" shall have the meaning set forth in the Declaration.

Section 3.20 Parker Neck Association Lots

The term "Parker Neck Association Lots" shall have that meaning set forth in the Declaration.

Section 3.21 Predecessor Legal Documents

The term "Predecessor Legal Documents" means any legal document existing prior to the effective date hereof which established all or part of the Common Scheme of Restrictions, Conditions and Rights for the Parker Neck Association Lots, for the general benefit of the Parker Neck community and the Members of the Association. By way of illustration, such term shall include, without limitation, those documents identified in items (i) through (v) in Section 3.3, which defines the term "Common Scheme of Restrictions, Conditions and Rights."

Section 3.22 Roads

The term "Roads" shall have the meaning set forth in the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 4.1 Place of Meetings

Meetings of the Members of the Association shall be held at Parker Neck, Town of Phippsburg, County of Sagadahoc, State of Maine, or at such other place within or without the State designated by consent of all the Members.

Section 4.2 Annual Meeting

The annual meeting of the Members shall be held in the month of June at a time and specific place to be determined by the Board of Directors. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Association.

Section 4.3 Special Meetings

Special meetings of the Members may be called by the Board of Directors, or upon written request of the Members who are entitled to vote not less than one-fourth of all the votes of the entire membership.

Section 4.4 Notice of Meetings

Written notice stating the place, day and hour of the annual meeting shall be delivered not less than thirty (30) or more than sixty (60) days, before the date of the meeting and written notice stating the place, day and hour of a special meeting, as well as the purpose or purposes for which such special meeting is called, shall be delivered not less than fifteen (15) or more than forty five (45) days, before the date of the special meeting. Such notices shall be delivered, either personally or by mail, by or at the direction of the President, the Secretary, the Registered Agent, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the United States mail, addressed to the Member at the Notice and Billing Address of the Member.

Section 4.5 Quorum

Fifty percent (50%) of all Members entitled to vote, represented in person or by proxy, must be present in order to constitute a quorum at a meeting of the Members. In absence of a quorum, the meeting may be adjourned as set forth in Section 4.12.

Section 4.6 Voting

Voting shall be on a one vote per each Lot owned basis and the number of votes to which each

Lot Owner is entitled is equal to the number of Lots he owns. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Lot Owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law. Members who are delinquent in payment of dues, assessments or Member Breach Obligations shall have no right to vote unless and until all of the amounts then due are paid in full.

Section 4.7 Votes in the Event of Multiple Ownership of a Lot

If multiple owners of a Lot have delivered to the Secretary a writing signed by all of them setting forth the names and percentage ownership interests of the multiple owners, with such writing further requesting that each multiple owner be allowed to exercise a fractional vote equal to his stated ownership percentage, then they shall each have the power to so vote their fractional shares with all such fractional votes adding up to one vote. Such voting arrangement may only be modified by a new writing delivered to the Secretary and signed by all of the fractional owners.

If the multiple owners of a Lot have not delivered such a request to the Secretary, the following procedure shall be used for voting with respect to such Lot: If only one of the multiple owners of a Lot is present at a meeting of the Association, such owner shall be entitled to cast the vote allocated to the Lot. If more than one of the multiple owners is present, the vote allocated to that Lot may be cast only with the concurrence of all of the multiple owners present and failing such concurrence, not at all. In no event will the Association be required to determine who among multiple owners is entitled to vote with respect to the Lot pursuant to the legal arrangements between the multiple owners. Any dissent on any such vote by a purported multiple owner shall negate the right of the Lot to vote. There is deemed to be concurrence of all multiple owners when any one of the multiple owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any other of the purported owners of that Lot. If a legal entity is the Lot Owner of a Lot, and such entity has multiple owners, such Lot shall be deemed to have multiple owners for purposes of this paragraph, and the owners of the entity shall be deemed to be the multiple Lot Owners.

Section 4.8 Proxies

Any person entitled to vote at a Members' meeting may execute a proxy in writing authorizing another Member or officer or Director of the Association to act for him. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Such proxies shall be delivered prior to the vote to the Secretary by the person authorized to vote on behalf of the Member giving the proxy.

Section 4.9 Action by Consent

Any action required to be taken at a meeting of the Members of the Association, or any action that may be taken at a meeting of the Members, may be taken without a meeting if a consent in

writing setting forth the action so taken shall be signed by all of the Members. Any such consent shall have the same effect as a vote of Members and may be stated as such in any articles or documents filed with the Secretary of State or in documents used for other purposes.

Section 4.10 Order of Business

The order of business at all annual meetings of the Members shall be as follows, to the extent required:

- (a) Approval of minutes of preceding meeting;
- (b) Reports of Officers;
- (c) Report of Board of Directors;
- (d) Reports of committees;
- (e) Election of members of the Board of Directors;
- (f) Such unfinished business as may be raised by the Board or a Member;
- (g) Such new business as may be raised by the Board or a Member;
- (h) Adjournment.

The order of business of a special meeting shall be established by the President based upon the purpose(s) for which the meeting was called, as reflected in the notice of the special meeting.

Section 4.11 Meeting Procedure

At any meeting of the Members a majority of the Members present may elect to invoke the use of Roberts' Rules of Order, as then amended, except that in the event of conflict, these Bylaws shall prevail. Otherwise, the procedures used in the meeting shall be as established by the Board of Directors, or absent its direction, the President.

Section 4.12 Adjournment

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any previously adjourned and reconvened meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number of Directors and Qualifications

The business and affairs of the Association shall be managed by a board of twelve (12) Directors, who need not be residents of the State of Maine or Members of the Association. The number of Directors may be decreased to not less than six (6), from time to time, or increased to not more than twelve (12), from time to time, by amendment of this section by the Members; but no decrease shall have the effect of shortening the term of any incumbent Director.

Section 5.2 Election and Term of Office

At each annual meeting the Members shall elect the full number of Directors then authorized by the Members, with each such Director serving for a term of one year or until his successor is duly elected and qualified. Those nominees (equal in number to the number of Director positions to be filled) receiving the most votes shall be elected. Cumulative voting shall not be permitted.

Section 5.3 Vacancies

Any vacancy in the Board of Directors created by an increase in the number of Directors shall be filled only by election at an annual meeting or a special meeting of the Members called for that purpose. Any other vacancy, however occurring, in the Board of Directors may be filled by the majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 5.4 Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

Section 5.5 Annual Meeting

The Board of Directors shall meet each year immediately after the annual meeting of the Members, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting.

Section 5.6 Special Meetings

Special Meetings of the Board of Directors may be called by the President or any two Directors of the Association.

Section 5.7 Notice of Meetings - Waiver

No notice need be given of any annual meeting of the Board of Directors. Notice of regular and special meetings of the Board of Directors shall be given to each Director, personally or by delivery to his home, or by telephone, at least three (3) days prior to the day specified for such meeting, and such notice shall specify the time and place of the meeting and, in the case of a special meeting, the business to be transacted thereat. Waiver of notice signed by a Director either before or after a Board of Directors meeting shall obviate the need of formal notice and call as to that Director.

Section 5.8 Quorum and Voting

A majority of Directors must be present in order to constitute a quorum at a meeting of the Board of Directors. Except as required by law or the other terms of the Bylaws or Declaration, all Board of Directors' actions shall be determined by a majority vote at any meeting at which a quorum is present. Directors may attend meetings by written proxy delivered to the meeting by a Director in physical attendance who is designated as having authority to vote for the Director giving said proxy. The Director physically present shall be entitled to exercise the absent Director's vote, to the extent such vote is consistent with the terms of the proxy. In the absence of a quorum, a majority of the Directors present may adjourn the meeting until a quorum shall be present. Any deadlock in a vote of the Board of Directors shall be resolved by a vote of the Members in a special meeting that any two Directors may call for such purpose.

Section 5.9 Action by Consent

Any action that may be taken at a meeting of the Directors, may be taken without a meeting, if all of the Directors sign a written consent setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of Directors' meetings and shall have the same effect as a vote of the Board at a duly called meeting.

Section 5.10 Powers and Duties

Subject to the provisions of applicable law, the Bylaws and the Declaration, the Board of Directors shall have power to:

- A. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the articles of incorporation, or the Declaration; including, without limitation, the power to enforce the provisions of the Declaration and Bylaws.

- B. Employ a manager, other employees or independent contractors, as they deem necessary, and to prescribe their duties.

Subject to the provisions of applicable law, the Bylaws and the Declaration, it shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when the statement is requested in writing by one-fourth of the Members who are entitled to vote.
2. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
3. As more fully provided herein, and in the Declaration, to fix the amount of the dues and assessments against each Lot.
4. Issue, or to cause an appropriate officer to issue, upon demand by any Lot Owner, a certificate stating whether or not any assessment has been paid and whether or not any assessment is past due. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of such payment. If it states that no amounts are past due, it shall be conclusive evidence that no amounts are past due.
5. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
6. Cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate.
7. Cause the Common Property to be maintained.

Section 5.11 Nomination and Election

Nomination for election to the Board of Directors shall be made by a nominating committee consisting of three members who are designated as the nominating committee members by the Board. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two others who are either members of the Board or Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve as the nominating committee for the election of Directors at such annual

meeting of the Members. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominations may be made from among Members or non-members. The nominating committee is encouraged to nominate individuals from each neighborhood in Parker Neck so as to give each neighborhood representation on the Board, provided, however, that it shall not be required to do so.

Section 5.12 Removal and Resignation of Directors

Any or all of the Directors may be removed, (i) with or without cause, upon the affirmative vote of two thirds of all of the Members entitled to vote, at a duly called meeting of the Members, (ii) for cause upon the affirmative vote of two thirds of the entire Board, provided that the Director has been afforded at least ten (10) days' written notice that such action is contemplated and has had an opportunity to be heard and (iii) by a majority vote of the Board in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors. A Director may resign at any time by written notice to the President.

Section 5.13 Other Committees

The Board of Directors may designate such other committees as the Board deems necessary. Such committees may consist of either members of the Board or Members of the Association or both. Such committees shall be designated by a resolution adopted by a majority of the full Board of Directors.

Section 5.14 Compensation

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Members before or after the services are undertaken. A Director shall be reimbursed for out-of-pocket expenses incurred for the benefit of the Association and consistent with approved budgets or other expenditure authorizations, upon presentation of receipts or other satisfactory evidence to the Treasurer.

Section 5.15 Actions With Respect to Interests in Real Estate

The Board of Directors may exercise those powers set forth in Section 2.2 I to grant utility easements, but may only exercise those powers set forth in Section 2.2 H to acquire, hold, encumber and convey other interests in real property (including, without limitation, the granting of easements to use the Roads to non-members) if it is clear that such exercise does not result in a material impact on the neighborhood. A material impact shall include, without limitation, material impact on the appearance of the neighborhood itself or the entrance to the neighborhood, material impact on the amount of usage of the Road or other Common Property, material impact on the amount of traffic on the Road, material impact on the Members' use or enjoyment of the

Common Property, material impact on the value of the Association assets, or material impact on the finances of the Association. The Board shall vote at a duly called meeting of the Board (and such vote shall be recorded in the minutes of the meeting) as to whether or not it is clear that there is no such material impact and, if any two Directors vote that it is not clear, there shall be deemed to be such an impact. In such case, the action in question may only be taken upon the vote of 70% of the entire membership of the Association. If no two Directors so vote, action may be taken by the Board.

ARTICLE VI OFFICERS

Section 6.1 Officers and Qualifications

The officers of the Association shall consist of a President, Vice President, Treasurer, Secretary, Road Commissioner and such other officers and agents as the Board of Directors may deem necessary.

Section 6.2 Election and Terms of Office

All officers of the Association shall be elected by the Board of Directors at its annual meeting. The officers shall be elected annually by the Board and each shall hold office for one (1) year, or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or disqualified to serve. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Association, or otherwise, the same shall be filled by the Board of Directors in the manner prescribed for regular election, and the officer so elected shall hold office until the next annual meeting or until his successor is chosen and qualified.

Section 6.3 Resignation and Removal of Officers

Any officer may be removed either with or without cause by two thirds vote of the entire Board of Directors. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Acceptance of such resignation shall not be necessary to make it effective. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein.

Section 6.4 Duties of Officers

Subject to the other terms and conditions of the Bylaws and the Declaration, the duties and powers of the officers of the Association shall be as follows and as shall hereafter be set or modified by resolution of the Board of Directors:

President

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. Subject to the provisions of the Bylaws and Declaration, he shall have all of the general powers and duties which are usually vested in the office of President of a non-profit corporation. He shall also propose budgets to the Board and otherwise propose such actions as he deems appropriate for the Association.

Vice President

The Vice President shall perform all of the duties of the President in his absence and shall discharge such other duties as the President or the Board may prescribe from time to time.

Treasurer

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Members of all financial reports, budgets, and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. He shall also have custody of the monies of the Association, shall collect dues, assessments and other amounts owed to the Association and shall make disbursements which are properly authorized.

Notwithstanding any of the foregoing, the Treasurer shall obtain the concurrence of the President or Vice President before making any disbursement in excess of \$500. The Treasurer shall be responsible for filing or causing to be filed all reports and documents required to be filed by the Association with any governmental agency, including those necessary to maintain the Association in good standing under the non-profit and incorporation laws and regulations of the State of Maine.

Secretary

The Secretary shall keep and certify the minutes of all meetings of the Board of Directors and of the Association, shall give all notices as provided by these Bylaws, shall prepare, execute, certify and record amendments to the Bylaws and Declaration, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the Board of Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Road Commissioner

The Road Commissioner shall, all in consultation with the Board of Directors, develop plans for the maintenance of the Roads, prepare budgets for the maintenance of the Roads, obtain bids and

proposals for the maintenance of the Roads and oversee the actual Road maintenance work. Road maintenance shall include winter snow removal and other winter measures designed to keep the Roads passable.

Section 6.5 Compensation

No compensation shall be paid to officers for their services as officers or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Members before or after the services are undertaken. An officer shall be reimbursed for out-of-pocket expenses incurred for the benefit of the Association and consistent with approved budgets or other expenditure authorizations, upon presentation of receipts or other satisfactory evidence to the Treasurer.

ARTICLE VII FISCAL AFFAIRS AND ADMINISTRATION

Section 7.1 Accounting

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by the Members and their duly authorized agents at reasonable times.

Section 7.2 Budget and Common Charges

The Board shall cause an estimated annual budget to be prepared based on its estimate of annual income and expenses.

The Board shall adopt the budget for the amount required by the Association to meet its expenses for each fiscal year mindful of the following items:

1. Management and administration expenses.
2. The cost of operation, repair, maintenance, replacement, and improvement to common elements and facilities, including the Roads.
3. The cost of such insurance and services as may be necessary or advisable for the Association.

4. Adequate working capital and reserves, which shall be established and maintained by the Board including general operating reserves, reserves for contingencies, and reserves for maintenance, repair, and replacement of the common elements.
5. Such other expenses of the Association as may be approved by the Board of Directors including operating deficits, if any, for prior or future periods.

Section 7.3 Dues and Assessments

The Board of Directors shall have the power to levy, assess and collect, and provide for the collection of, dues or assessments in accordance with the provisions of these Bylaws, and the Declaration, but not in excess of a maximum rate to be approved at a regular or special meeting at which a quorum is present, by the vote of Members holding a majority of the votes present. Annual dues shall be payable in one installment on the first day of July of the fiscal year for which the assessment is made, or at such other time as may be established by the Board of Directors. The Secretary shall mail notice of the amount of such assessment to each Member at the Member's Notice and Billing Address at least 30 days prior to the due date. The Secretary shall endeavor to include a form for any needed change to the Member's Notice and Billing Address in such materials, with such form to be signed and returned by the Member, if needed.

Section 7.4 Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Members and in particular for any activity properly authorized under these Bylaws or the Declaration, such as, without limitation, the following: the upkeep, maintenance, development, and further improvements of the Roads, easements, drainage easements, storm drainage systems, detention ponds and fire walls, drives, lanes, paths, and ways, not including any private drives servicing an individual residence; the upkeep, maintenance, development, and further improvement of the common areas, services, and facilities devoted to the purposes stated herein and related to the use and enjoyment of the common areas and of the homes situated upon the properties; and the enforcement of the Common Scheme of Restrictions, Conditions and Rights.

Section 7.5 Special Assessments

In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment for the purposes authorized by these Bylaws or the Declaration, such as, without limitation, defraying, in whole or in part, the cost of all construction, or reconstruction, unexpected repair or replacement of a described capital improvement upon Roads or the common areas, including the necessary fixtures and personal property related thereto; provided that the special assessment shall have the assent of two thirds of the votes of all of the Members of the Association at a meeting duly called for this purpose. Such special assessment

shall be payable within 30 days of the date of mailing of the billing notice mailed by the Secretary to the Members at their Notice and Billing Addresses.

Section 7.6 General Uniform Rate and Special Charges

Both annual and special assessments must be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, the Board may assess a charge against any Lot for damages or excess use caused to Common Property, including the Roads, by a Lot Owner, his guests or contractors, such charges including, without limitation, those charges related to Roads which are set forth in Section 4.5, subsection E of the Declaration.

Section 7.7 Creation of Lien for Assessments

The annual and special assessments, together with Interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien on the property against which assessment is made. Each assessment, together with Interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 7.8 Payment Certifications

The Association shall, upon demand by a Member at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments and other amounts due to the Association for a particular Lot are current. A reasonable charge may be made by the Board for the issuance of these certificates. A certificate shall be conclusive evidence of the facts stated therein.

Section 7.9 Effect of Non-Payment Of Assessments: Remedies of the Association

If an assessment is not paid on the date when due, then the assessment shall become delinquent and shall, together with Interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay the assessment, however, shall remain his personal obligation and shall not become the personal obligation of his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear Interest from such date until paid, and the Association may bring an action at law against the owner personally obligated to pay the same and / or to foreclose the lien against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include

Interest on the assessment as above provided and reasonable attorney's fees, together with the costs of the action.

No Member may waive or otherwise attempt to avoid the obligation to pay amounts due under these Bylaws by nonuse of the Roads or nonuse of common areas or abandonment of its Lot.

Section 7.10 Subordination of the Liens to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of each mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to assessments which have become due and payable (i) subsequent to the recording of such mortgage and (ii) prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 7.11 Effect of Transfer of Ownership of a Lot

In the event any Member whose assessments are paid shall terminate his membership by transfer of his Lot, he shall be deemed to have assigned to the buyer of such Lot the benefit of such paid-up assessments for the remainder of the period for which such assessments are levied.

Section 7.12 New Member Assessments

An owner of property not previously subject to the Declaration or which was previously part of a larger Lot, whose property becomes subject to the Declaration as a separate Lot and who becomes a Lot Owner as set forth in the Declaration, shall owe a pro rata portion of the regular assessment based upon the amount of time remaining in the period for which the regular assessment was levied. Such amount shall be due within thirty (30) days of such owner becoming a Lot Owner and Member.

ARTICLE VIII ENFORCEMENT OF THE PROVISIONS OF THE BYLAWS, THE DECLARATION AND PREDECESSOR LEGAL DOCUMENTS

Section 8.1 Enforcement

The Board of Directors shall have the power to enforce all of the terms and provisions of the Bylaws and the Declaration. Pursuant to such power (i) the Board may notify any Member of

any breach or violation of any term or provision of the Bylaws and Declaration and (ii) the Board may pursue such actions, including without limitation, legal action, as it deems appropriate in connection with any such enforcement, and in any legal action (a) may seek recovery of all Member Breach Obligations (as defined in Section 8.2) and (b) may seek injunctive relief in connection with any such breach or violation.

Section 8.2 Amounts Due by a Member in Connection with a Breach or Violation of the Terms or Provisions of the Bylaws or Declaration

If a Member breaches or violates any term or provision of the Bylaws or Declaration, such Member shall be liable to the Association for (i) any damages resulting to the Association or its property from such breaches or violations and (ii) all costs of the Association in pursuing enforcement of such terms and provisions, whether through attorneys, courts or otherwise, including, without limitation, reasonable attorneys' fees, Interest and other costs of enforcement and all costs of collection (all such amounts for which the Member is liable, being referred to as "Member Breach Obligations").

Section 8.3 Effect of Non-Payment of Member Breach Obligations

Member Breach Obligations are due upon billing by the Association. If Member Breach Obligations are not paid within thirty (30) days of the date when due, then the full amount shall become delinquent and shall, together with further Interest thereon and further costs of collection thereof, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. Such amounts, together with the further Interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the amounts came due and shall not pass as personal obligations to his successors in title unless expressly assumed by them.

The lien of the Member Breach Obligations provided for herein shall be subordinate to the lien of each mortgage now or hereafter placed upon the properties subject to Member Breach Obligations; provided, however, that the subordination shall apply only to Member Breach Obligations which have become due and payable (i) subsequent to the recording of such mortgage and (ii) prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the property from liability for any Member Breach Obligations thereafter becoming due, nor from the lien of any subsequent Member Breach Obligation.

Section 8.4 Alternative and Supplemental Enforcement of Obligations of Non-Confirming Lot Owners or Non-Members

In the event of a breach or violation of the obligations of a Non-Confirming Lot Owner or any non-Member pursuant to the Predecessor Legal Documents, the Board of Directors may pursue

on behalf of the Association and any adversely affected Confirming Lot Owner(s), to the extent permitted by such Confirming Lot Owner(s), enforcement of such obligations under the Predecessor Legal Documents (in addition to or in conjunction with enforcement of obligations under the Bylaws and Declaration). Any Confirming Lot Owner shall not be prevented from contemporaneously pursuing enforcement of such obligations against a Non-Confirming Lot Owner or non-Member.

**ARTICLE IX
AUTHORITY
TO ENTER INTO COMMITMENTS
AND CONTRACTS
AND
EXECUTION OF INSTRUMENTS**

Section 9.1 Limitation on Authority to Enter into Commitments and Contracts

Unless so authorized by the Board of Directors, no officer or agent shall have any power or authority to bind the Association by any contract, engagement or commitment, or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount. The Board of Directors may authorize any officer or agent to enter into any contract permitted hereunder or execute and deliver any instrument permitted hereunder in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance.

Section 9.2 Execution of Instruments

All contracts, deeds, mortgages, or other instruments affecting the purchase or sale of any real property in which the Association might have an interest, including leaseholds, must be signed by the President of the Association, and not his designee, and must be countersigned by the Secretary of the Association. With respect to other instruments relating to matters properly authorized hereunder, if the Board has not authorized a specific officer or officers to execute such instruments, the President, the Secretary or the Treasurer, may execute such instruments, provided that one other officer of the Association also executes such instruments.

**ARTICLE X
INSURANCE**

Section 10.1 General Insurance

The Board of Directors shall maintain such normal and customary insurance coverages as are prudent to protect the Association and its Members. To that end, the Board shall periodically

establish insurance criteria and standards and shall obtain such policies as are necessary to provide such coverages.

Section 10.2 Members' Insurance

Notwithstanding Sections 10.1, each Member shall be solely responsible, at his own expense, for property insurance on his own Lot and improvements and personal property thereon, and for such personal liability insurance as such Member deems appropriate.

ARTICLE XI LIABILITY OF DIRECTORS AND OFFICERS

Section 11.1 Exculpation

No Director or officer of the Association shall be liable for, nor shall be sued for, acts or defaults of himself or any other officer or Member, or for any loss sustained by the Association or any Member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 11.2 Indemnification and Directors' and Officers' Liability Insurance

The Association shall indemnify any person who is made, or is threatened to be made, a party in any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact he is or was an officer, Director, agent, or employee of the Association, against all expenses including reasonable attorneys' fees, judgments, fines and amounts paid in settlement or otherwise and actually and reasonably incurred by him in connection therewith, excepting, however, amounts incurred with respect to matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or, absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other indemnification provided by the Association as permitted by law and these Bylaws, and as properly authorized hereunder. The Association may also maintain insurance on behalf of any person who is or was a Director, officer, agent, or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

**ARTICLE XII
AMENDMENTS
TO
BYLAWS AND DECLARATION**

Section 12.1 Amendments to Bylaws

Subject to the other provisions of this section, these Bylaws may be amended, at a regular or special meeting of the Members at which a quorum is present, by a vote of a majority of Members present in person or by proxy. Notwithstanding the foregoing, an amendment of any section which requires a vote of greater than a majority of those present and voting, may only be made by the vote which is required to affirmatively approve of the matter as provided in such section. For example, Section 12.2 may only be amended by a vote of 70% of the entire membership, and, (i) if Section 12.2 clause (a) is sought to be amended, the affirmative vote of 70% of all of the Lot Owners of Parker Head Colony (Phases I and II) shall also be required and (ii) if Section 12.2 clause (b) is sought to be amended, the affirmative vote of 70% of all of the Lot Owners of Parker Head Southwest shall also be required. By way of further example, definitions of terms used in or affecting the Declaration may only be amended by a vote of 70% of the entire membership, unless Sections 12.2 clauses (a) or (b) are involved, in which case the additional vote described in the preceding sentence shall be required. Notice of a meeting at which an amendment is to be voted upon shall indicate the nature of the proposed amendment. Any such amendment of these Bylaws shall only be effective upon recording of the same in the real property records of Sagadahoc County, State of Maine, by the Secretary.

Section 12.2 Amendments to Declaration

The Declaration may be amended, at a regular or special meeting of the Members, by a vote of 70% of the entire Membership, provided, however, that (a) any amendment of Declaration Section 2.2 clause (i) or Section 4.2 shall also require the affirmative vote of 70% of all of the Lot Owners of Parker Head Colony (Phases I and II) and (b) any amendment of Declaration Section 2.2 clause (ii) or Section 4.3 shall also require the affirmative vote of 70% of all of the Lot Owners of Parker Head Southwest. Notice of such meeting shall indicate the nature of the proposed amendment. Any such amendment shall only be effective upon recording of the same in the real property records of Sagadahoc County, State of Maine, by the Secretary.

**ARTICLE XIII
THE SUPERSEDING
OF PRIOR DOCUMENTS**

Section 13.1 Prior Bylaws and Rules and Regulations Superseded

The prior bylaws of the Association and all prior "Rules and Regulations Parker Neck Association" shall be superseded upon these Bylaws and the Declaration becoming effective as provided in Article XIV hereof.

Section 13.2 Common Scheme of Restrictions, Conditions and Rights Superseded in Predecessor Legal Documents for Confirming Lot Owners

Upon these Bylaws and the Declaration becoming effective as provided in Article XIV, these Bylaws and the Declaration shall, subject to the other terms of this Article XIII and only with respect to the Confirming Lot Owners, supersede the specific terms of the Common Scheme of Restrictions, Conditions and Rights which are set forth in the Predecessor Legal Documents. To the extent that any obligations under the Predecessor Legal Documents may thereafter nevertheless be enforceable, there will not be any enforcement of such obligations or any suit against any Confirming Lot Owner by the Association or by any other Confirming Lot Owner or by any Non-Confirming Lot Owner; it being intended that the only obligations of the Confirming Lot Owners with respect to the Common Scheme of Restrictions, Conditions and Rights shall be those set forth in the then current Bylaws and Declaration.

Section 13.3 Common Scheme of Restrictions, Conditions and Rights in Predecessor Legal Documents Not Superseded for Non-Confirming Lot Owners

The prior bylaws and "Rules and Regulations Parker Neck Association" shall be superseded with respect to the Non-Confirming Lot Owners, as well as the Confirming Lot Owners. However, the adoption of these Bylaws and the Declaration shall not supersede the other obligations of the Non-Confirming Lot Owners under the terms of the Common Scheme of Restrictions, Conditions and Rights which are set forth in the Predecessor Legal Documents, it being intended that the Non-Confirming Lot Owners shall be subject to the terms and conditions of these Bylaws and the Declaration, as well as to such other prior terms and conditions of the Common Scheme of Restrictions, Conditions and Rights. This section shall cease to apply to a Non-Confirming Lot Owner as and when such Lot Owner becomes a Confirming Lot Owner pursuant to the provisions of these Bylaws and the Declaration.

Section 13.4 Town of Phippsburg Rights Not Affected

To the extent that the Town of Phippsburg has rights under the Predecessor Legal Documents,

nothing herein purports to or is intended to alter such rights, these Bylaws and the Declaration being intended only to affect rights and obligations of the Association and the land owners, as set forth herein. Notwithstanding anything else to the contrary in the Bylaws and Declaration, the rights and obligations under these Bylaws and the Declaration are separate from and independent of any rights of the Town of Phippsburg and the Town shall have no rights whatsoever under these Bylaws and the Declaration.

Section 13.5 Certain Rights of First Offer in Predecessor Legal Documents

To the extent that the Association has succeeded to any rights of first offer set forth in the Predecessor Legal Documents to acquire Lots in Parker Head Southwest, the Association hereby terminates such rights of first offer.

Section 13.6 Cooperation and Claims of Non-Confirming Lot Owners

It is intended that the terms and conditions of the Bylaws and Declaration shall be enforceable against the Non-Confirming Lot Owners as stated in the Bylaws and Declaration, as amended from time to time. Notwithstanding this, there is no guarantee or representation that a Non-Confirming Lot Owner will cooperate with the Association and Confirming Lot Owners, and there is no guarantee or representation that a Non-Confirming Lot Owner would ultimately be found by a court of law to be bound by the terms, conditions and restrictions set forth in the Bylaws and Declaration, including this Article XIII.

ARTICLE XIV EFFECTIVE DATE OF BYLAWS AND DECLARATION

The Bylaws and Declaration shall be effective upon the occurrence, prior to the Deadline Date, of all of the following:

- A. The delivery to the Secretary of valid and properly executed and unrevoked Declarations and Confirmations from 70% or more of the entire Membership, such Declarations and Confirmations being in the form attached hereto as Exhibit "A";
- B. The delivery to the Secretary of valid and properly executed and unrevoked Declarations and Confirmations from 70% or more of the owners of Lots in Parker Head Colony (Phases I and II), such Declarations and Confirmations being in the form of Exhibit "A";
- C. The approval of the Bylaws and Declaration by a majority vote of the entire Board

of Directors at a meeting of the Board of Directors;

- D. (i) The amendment of Article XIII of the prior bylaws to remove the requirement that the Town of Phippsburg Planning Board must approve any amendments to the rules and regulations, such amendment to be adopted at a meeting of the Association by a majority vote of the Members present, followed by (ii) approval of the Bylaws and the Declaration by (a) a vote of 70% or more of the entire Membership at such meeting of the Members and (b) a vote of 70% or more of the owners of Lots in Parker Head Colony (Phases I and II) at such meeting; and
- E. The filing and recording of the documents by the Secretary as set forth in the second paragraph below.

Notwithstanding the foregoing, if all of the above conditions have not occurred by the Deadline Date the Secretary shall return all Declarations and Confirmations to the Lot Owners, such Declarations and Confirmations being deemed void, and the Bylaws and Declaration shall not become effective unless and until (i) the Board amends the Deadline Date, (ii) conditions A and B above are satisfied by submissions by the new Deadline Date of the required numbers of Declarations and Confirmations reflecting the new Deadline Date and (iii) all other conditions are satisfied by such new Deadline Date.

In the event that conditions to effectiveness A through D set forth above are satisfied by the Deadline Date (as originally established or amended), the Secretary shall (i) record all Declarations and Confirmations, the Bylaws and Declaration, and the Secretary's Certificate in the form of Exhibit "B," all in the real property records of Sagadahoc County, State of Maine, and (ii) file the Bylaws as may be required by the State of Maine; and after the completion of such items (i) and (ii) the Bylaws and Declaration shall be effective. The Secretary is authorized to fill-in any dates of filing, recording, meetings, effectiveness or the like, in order to properly complete the foregoing documents. The filing by the Secretary of the Secretary's Certificate in the form of Exhibit "B" and the documents attached thereto shall be conclusive evidence that all conditions to effectiveness have been met.

ARTICLE XV SEVERABILITY

Invalidation of any provision of these Bylaws or the Declaration by judgment or court order shall have no effect on any other provisions, which shall remain in full force and effect.

ARTICLE XVI
CONFLICT

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Attachments:

- Exhibit A – Declaration and Confirmation
- Exhibit B – Secretary's Certificate

Exhibit "A"

Declaration and Confirmation

Lot: _____

Original Subdivision: _____

Lot Owner: _____

Deadline Date: _____

WHEREAS, Parker Neck Association, a Maine non-profit corporation whose principal office is located in the Town of Phippsburg, County of Sagadahoc, State of Maine (the "Association") was established for the purposes, inter alia, of facilitating the governance, operation and maintenance of common functions and facilities of the Parker Neck residential community in said Town of Phippsburg, and for the maintenance and enforcement of the Common Scheme of Restrictions, Conditions and Rights (all capitalized terms herein having the meanings given in the Bylaws and the Declaration referred to below), which common scheme is designed and intended to preserve the character of the Parker Neck community;

WHEREAS, the Association desires to amend and restate its bylaws through the adoption of those Amended and Restated Bylaws of Parker Neck Association, [Version Date January 2, 2008], recorded in the Sagadahoc County Registry of Deeds at Book __, Page __, et seq. (the "Bylaws");

WHEREAS, the Association desires to restate the Common Scheme of Restrictions, Conditions and Rights through the adoption of the Bylaws and the adoption of that Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easements of Parker Neck, [Version Date January 2, 2008], recorded in the Sagadahoc County Registry of Deeds at Book __, Page __, et seq. (the "Declaration");

WHEREAS, the undersigned is the Lot Owner of the Lot in the Parker Neck community which is indicated at the top of page 1 hereof;

WHEREAS, Lot Owner desires to approve of the adoption of the Bylaws and the Declaration and to further confirm the applicability of the terms and conditions of the Bylaws and Declaration to his Lot;

WHEREAS, Lot Owner acknowledges that other Lot Owners are executing similar Declarations and Confirmations, and thereby providing full and adequate consideration for this Declaration and Confirmation, it being agreed that the adoption of the Bylaws and Declaration are in the interests of the Parker Neck community and the maintenance and preservation of the Common Scheme of Restrictions, Conditions and Rights.

NOW, THEREFORE, subject to the terms and conditions to the effectiveness of this Declaration and Confirmation which are contained in paragraph 5 below, the Lot Owner hereby declares, confirms and agrees as follows:

1. Approval of Bylaws and Declaration; Grant of Proxies. Lot Owner hereby approves of the adoption of the Bylaws and Declaration and hereby gives his proxies to the President of the Association (i) to vote for the amendment of the prior bylaws of the Association to remove the requirement that the Town of Phippsburg approve of any amendments to the bylaws or the rules and regulations of the Association and (ii) subsequently, to vote for the approval of the Bylaws and Declaration; the foregoing votes to be cast at any duly called meeting of the Members of the Association.
2. Applicability of the Terms of the Bylaws and Declaration to Lot Owner. Lot Owner hereby confirms that his Lot is subject to the terms and conditions of the Bylaws and Declaration, and, to the extent necessary, hereby declares that his Lot is subject to such Bylaws and Declaration. This confirmation and declaration are made without regard to whether or not Lot Owner is subject to prior restrictions and conditions which are part of the Common Scheme of Restrictions, Conditions and Rights, Lot Owner desiring to make this confirmation and declaration in any event.
3. Bylaws and Declaration Supersede Prior Restrictions for Confirming Lot Owners. Lot Owner hereby confirms and agrees that the Bylaws and Declaration shall be the sole documents embodying the Common Scheme of Restrictions, Conditions and Rights as between the Confirming Lot Owners, all as provided in the Bylaws and Declaration. Accordingly, the obligations set forth in the Predecessor Legal Documents which were a part of the Common Scheme of Restrictions, Conditions and Rights are no longer enforceable against a Confirming Lot Owner, as and when the Lot Owner becomes a Confirming Lot Owner, all as provided in the Bylaws and Declaration.
4. Authorization of Association to Enforce Common Scheme of Restrictions, Conditions and Rights. Lot Owner hereby authorizes the Association to enforce any rights that Lot Owner may have against any Non-Confirming Lot Owner or any party not a Member of the Association where such rights arose under the Predecessor Legal Documents, such authorization being revocable at any time by written notice from the Lot Owner to the Association. Lot Owner nevertheless reserves his right to pursue enforcement of such rights, the Association's right hereunder being non-exclusive.

5. Effectiveness of this Declaration and Confirmation. This Declaration and Confirmation is tendered to the Secretary of the Association to be held by him pursuant to the terms and conditions of the Bylaws and Declaration, including Article XIV of the Bylaws. Lot Owner hereby reserves the right to revoke this Declaration and Confirmation by a written instrument of revocation delivered to the Secretary of the Association at any time prior to the exercise of either proxy given to the President in paragraph 1 hereof at a meeting of the Members. If the Lot Owner fails to so revoke this Declaration and Confirmation prior to the such date, and this Declaration and Confirmation does not become void under the provisions of Article XIV of the Bylaws, then this Declaration and Confirmation shall become fully effective as of and upon the effective date of the Bylaws and Declaration as established under Article XIV of the Bylaws. Lot Owner hereby authorizes the Secretary to file and record this Declaration and Confirmation as provided in the Bylaws and Declaration.

Lot Owner hereby executes this Declaration and Confirmation this ____ day of _____, 200_.

Signed, Sealed and Delivered
In the Presence of

Witness

(Print Name)

Lot Owner

(Print Name)

STATE OF MAINE
Sagadahoc, ss.

_____, 200_

Personally appeared before me the above-named _____,
_____ and acknowledged the foregoing instrument to be his/
her/ their free act and deed.

Notary Public

(Print Name)

Exhibit "B"

**SECRETARY'S CERTIFICATE
PARKER NECK ASSOCIATION**

I, _____, being the duly elected Secretary of Parker Neck Association (the "Association"), do hereby certify that (i) the Association has duly amended its bylaws to remove the requirement from Article XIII thereof that the Town of Phippsburg Planning Board approve of any and all amendments to the rules and regulations of the Association, such amendment being duly adopted at a properly called meeting of the Members of the Association held on _____, 200_; (ii) subsequent to the vote described in item (i), the Association has duly adopted the "Amended and Restated Bylaws of Parker Neck Association, [Version Date January 2, 2008]" which are recorded in the Sagadahoc County Registry of Deeds at Book __, Page __, et seq. (the "Bylaws"), by a vote of more than 70% of all Members and a vote of more than 70% of all Members owning Lots in Parker Head Colony (Phases I and II), at a properly called meeting of the Association held on _____, 200_ (the "Adoption Meeting"); (iii) the Association duly adopted at such Adoption Meeting the "Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easements of Parker Neck, [Version Date January 2, 2008]" which are recorded in the Sagadahoc County Registry of Deeds at Book __, Page __, et seq. (the "Declaration"), by a vote of more than 70% of all Members and a vote of more than 70% of all Members owning Lots in Parker Head Colony (Phases I and II); (iv) by virtue of such votes at the Adoption Meeting and the satisfaction of the other conditions set forth in Article XIV of the Bylaws, such Bylaws and Declaration superseded all prior Bylaws, Rules and Regulations and Predecessor Legal Documents (as such term is defined in the Bylaws) to the extent and as set forth in such Bylaws and Declaration; (v) true and correct copies of the Declarations and Confirmations (as such term is defined in the Bylaws) have been recorded with references shown on Schedule 1 attached hereto; (vi) all conditions to the effectiveness of said Bylaws and Declaration as set forth in Article XIV of the Bylaws have been satisfied or will be satisfied by the recording of this certificate and its attachments; and (vii) the effective date of the Bylaws and Declaration is _____, 200_.

I, _____, being the duly elected President of the Association, hereby confirm the foregoing and further confirm that _____ is the duly elected Secretary of the Association.

_____, 200_ _____, Secretary

(Print Name)

_____, 200_ _____, President

(Print Name)

Signed, Sealed and Delivered
In the Presence of

Witness

(Print Name)

STATE OF MAINE
Sagadahoc, ss.

_____, 200__

Personally appeared before me the above-named _____
_____, and acknowledged the foregoing instrument to be their
free act and deed.

Notary Public

(Print Name)

Schedule 1
To
SECRETARY'S CERTIFICATE
PARKER NECK ASSOCIATION

RECORDED DECLARATIONS AND CONFIRMATIONS

<u>Subdivision Area</u>	<u>Lot No.</u>	<u>Recording Information</u>	
		<u>Book</u>	<u>Page</u>
Parker Head Colony Phase I	1		
Parker Head Colony Phase I			
Parker Head Colony Phase I			
Parker Head Colony Phase I			
Parker Head Colony Phase I			

Barbara J. Trott