BY- LAWS OF TIDAL BROOK HOMEOWNERS ASSOCIATION
A MAINE NON-PROFIT CORPORATION

ARTICLE I NAME AND LOCATION

The name of the corporation is TIDAL BROOK HOMEOWNERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at Freeport, County of Cumberland, State of Maine, but meetings of members and officers may be held at such places within the State of Maine as may be designated by the association, the president or upon written notice of the members representing one-fourth (1/4) of the residential lots of the association.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to TIDAL BROOK HOMEOWNERS ASSOCIATION.

Section 2. "Properties" shall mean and refer to that certain real property including 10 acres of land on the north side of Old County Road, in the town of Freeport, County of Cumberland, State of Maine as recorded in the Cumberland County Registry of Deeds Plan Book 4790 Page 148, dated June 1, 1981 and the property portrayed on a plan entitled "Sun East Point Subdivision", Freeport, Maine by Aaskov & Jensen, Inc., dated May 22, 1972 and recorded in the Cumberland County Registry of Deeds at Plan Book 91, Page 30.

Section 3. "Residential Lot" shall mean and refer to any lot of land shown upon the properties as defined in Section 2 above, upon which has been built a residence.

Section 4. "Member" shall mean every person who is the owner of a residential lot in Sun East Point subdivision and every person who is the spouse of a record owner.

Section 5. "Residence" shall mean a structure which is a dwelling meeting minimal code and/or Declaration of Restriction requirements established for Sun East Point Subdivision and the Town of Freeport.

Section 6. "Common areas" shall refer to land owned or hereafter acquired by Tidal Brook Homeowners Association. The following activities shall be prohibited on "Common Areas" owned by the Association: Driving or parking any kind of motorized vehicle or machinery in whole or in part, including boats, trailers, tops of pick-up trucks and snow plows: except in connection with the maintenance of the water system and the sand filter. Also any activities endangering the wells, pumps & sand filter system.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the members shall be held at the place, day and hour set by the members at the preceding annual meeting or otherwise as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or upon written request of the members representing one-fourth (1/4) of the residential lots of Sun East Point subdivision.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by delivering a copy of such notice directly to all members, or by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members representing 60% of the residential lots of Sun East Point subdivision shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Vote. The membership shall be entitled to one vote for each residential lot owned in Sun East Point subdivision. When more than one person holds an interest in any residential lot, the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast for each residential lot.

Section 6. Proxies. At all meetings of members, the vote of each residential lot may be exercised by members in person or by proxy. All proxies shall be in writing, witnessed by a member of the Board of Directors, and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the address of the registered agent.

ARTICLE V ASSESSMENTS

Each member is obligated to pay to the Association quarterly and special assessments. Assessments are personal obligations of the members and delinquent assessments may be secured by liens against the land. The initial purpose for the assessments shall be to pay for maintenance of common areas. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE VI AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by an affirmative vote by members representing seventy-five (75) percent of the residential lots of Sun East Point subdivision.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control.

ARTICLE VII BOARD OF DIRECTORS

The activities and function of the Association shall be governed by the Board of Directors and as specified in the Articles of Incorporation.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE IX NOTICE OF LARGE EXPENDITURES

In the event of a required expenditure in excess of $1,200.00 an attempt will be made to notify all members.

ARTICLE X PRIVATE SEPTIC SYSTEMS

The two private Septic Systems at 1 Tidal Brook Road and 12 Tidal Brook Road will remain private property of the Homeowner on which the system is installed but all eleven of the Association Members will share equally in the installation, maintenance and future replacement costs of the Septic Systems for all eleven residential lots, being the large original system with its new leach fields as well as the two private Septic Systems.

With the addition of the twelfth residence on lots C-2 and B-1 of Sun East Point Subdivision (hereinafter 81 Old Country Road) during 2004, the individual septic system at 81 Old County Road shall remain private property of the member, and future maintenance and repair of the individual septic system at 81 Old County Road shall remain the member owners sole financial responsibility, without participation by the Tidal Brook Homeowners Association. To pay for water service, member property owner at 81 Old County Road will be charged 50% of regular quarterly assessments by the Association. Member at 81 Old County Road will be responsible for any special assessments caused by maintenance, repairs or upgrades to the water system, but will not be responsible for any special assessments caused by maintenance, repairs, or upgrades to the common septic system or the other two individual septic systems maintained by the Association.

Restatement with amendments adopted on and prior to 12/2004