BYLAWS

Sebago Harbor Association

July 11, 2025 Revision



Sebago Harbor Association
1 Harbor Road
Naples, Maine 04055
www.sebagoharbor.me

Revisions to the Bylaws

Bylaws originally adopted on July 5, 1998.

Various Revisions approved June 1, 2005

Revised Article III, page 4, Sections 5 and 6
Amended and approved by the SHA membership on July 1, 2012

Deleted Article VI (Certificates) and made editorial changes to delete references to the certificates (certificates for SHA property are no longer issued); renumbered Articles VII through XII as VI through XI; added new Quality of Life section (Article XII). Revised Article I, Section 4 to limit membership in the water system (no new water connections are allowed).
Revised Article IV, Section 4 to add tax return duties for treasurer
Added Section 6 to Article IV
Revisions approved by the membership at the Sebago Harbor Association Annual Meeting held on July 1, 2018.

Revised Article IV to add Section 7 for committees.
Revised Article VI to add Sections 2 and 3 for website administration.
Revised Article VII Section 3 to clarify leash requirements for dogs on the road and in common areas.
Revised Article XII to add Sections 3 and 4.
Various editorial changes to allow meeting notification, budget and financial statements to be provided via e-mail.
Revisions approved by the membership at the Sebago Harbor Association Annual Meeting held on July 11, 2021.

Revised Article I, Section 5 to add information for excess payments and interest (late fee) charges.
Revised Article IV, Section 4 to add authorization for automatic payments and credit or debit card.
Revised Article IV, Section 7 to allow the President to authorize (in emergent situations) expenditures of $500 or less.
Revised Article VII, Section 9 to only allow marina membership to non-waterfront property owners.
Revisions approved by the membership at the Sebago Harbor Association Annual Meeting held on July 6, 2025.

ARTICLE I
Name, Office and Seal

The name of the Association shall be SEBAGO HARBOR ASSOCIATION (the "Association") and its location and principal office shall be in the Town of Naples, Maine, but the Association may maintain other offices in such places as the directors may determine. The seal of the Association shall be circular in form and shall bear the words SEBAGO HARBOR ASSOCIATION "Maine" and "INCORPORATED 1998," but the same may be changed at pleasure of the Directors.

The purposes of said Association shall be as follows:

1. The ownership and maintenance of roadways, water systems, beaches, and common land together with any other property deemed necessary by the Members to the full enjoyment of their respective lots or parcels of land appearing on the "PLAN OF SEBAGO HARBOR SHORES" recorded in the Cumberland County Registry of Deeds, Plan Book 71, page 39 as amended or enlarged from time to time by said Members.

2. The establishment of a fair and equitable system of apportioning and defraying necessary costs and charges incident to the foregoing purposes.

3. The assumption by said Association of road and beach maintenance so that the roads will be maintained in a passable condition on year-round basis, and the common land and beaches maintained in a suitable condition for the use of Members and their guests and tenants.

4. The providing and maintenance of a suitable water supply system for those Members who are connected to the water system upon reasonable terms; including repair and replacement of all common distribution pipes and other property necessary to said system. Maintenance and repair of the household service connection from the mainline (tee fitting, water line and household shutoff valve) shall be the separate responsibility of said Member. Connections to the Association water system are limited to 47 Members as determined by the Board of Directors. As of 2017, no additional connections will be permitted due to the demand on the water system. The Board of Directors shall maintain a count of Members who are on the water system year round.

5. Fees and charges shall be uniformly assessed to all Members as fairly as possible, except that said charges may vary in accordance with the particular services or where benefits to an individual Member exist. Fees for road, beach, and common lot maintenance will be billed in July of each year. Fees for water service will be billed in July with the dues assessment. Dues and water fees are payable by July 31. Any excess payment shall be deposited in the Donation Account. Billings for services directly due from a lot owner shall be billed within ten (10) days after the service is performed, and payment there for shall be due thirty (30) days after the billing date. Partial payment of dues, fees and charges shall not be accepted unless approved by the Board of Directors. Any interest or late fees shall be deposited in the Reserve Accounts.

6. The Association shall be responsible for the maintenance and replacement of all existing culverts within the confines of the common areas of Sebago Harbor Association. Replacement will be made when considered necessary by the Board of Directors. Any new culvert required by a Member shall be his/her responsibility. New culverts shall be not less than 12 inches in diameter and not more than 30 feet in length, and shall be approved by the Board of Directors before and after installation. Subsequent to the initial installation, the culverts shall be considered "existing" and shall be maintained by the Association.

7. Disputes and disagreements in regard to fees or charges shall be decided in the first instance by the Board of Directors upon any claim in writing by any Members specifying the nature of the disagreement. Matters not resolved shall be submitted to arbitration under the provisions of the Real Estate Disputes provisions of the American Arbitration Association.

8. The Board of Directors shall be authorized, with the concurrence of a majority of the membership either in person or by proxy vote, to borrow from any bank or lending institution, any sum of money required for a membership-authorized project for which insufficient funds exist in the Association's Treasury.

ARTICLE II
Membership

1. There shall be two types of membership in the Sebago Harbor Association, which are designated as **Full Member** and **Lakeview Associate Member.**

2. A **Full Member** is defined as a property owner of a lot that appeared on the plan entitled "PLAN OF SEBAGO HARBOR SHORES" recorded in the Cumberland County Registry of Deeds Plan Book 71, page 39 as amended or enlarged from time to time by said members.

   A **Full Member** who is in good standing (as defined by Article III, Section 7) has voting privileges and full rights as defined and outlined in the Bylaws to common land, roads, rights of ways, common properties, and water supply (see Article I, Section 4).

3. A **Lakeview Associate Member** is defined as a property owner of a lot that ***does not*** appear on the plan entitled "PLAN OF SEBAGO HARBOR SHORES" recorded in the Cumberland County Registry of Deeds Plan Book 71, page 39 as amended or enlarged from time to time by said members, but which do have certain rights and restrictions that are limited to only those described in their individual deeds.

   a. A **Lakeview Associate Member** does not have voting privileges in the Association.

   b. A **Lakeview Associate Member,** who is in good standing as defined by Article III, Section 7, has rights to use the deeded rights.

      i. **Lakeview Associate Members** shall receive a single bill sent to their billing address. The bill will include the appropriate charges for the Beaches, Roads, and rights of way. **Lakeview Associate Members** in good standing are eligible to apply for membership in the Sebago Harbor Association Marina.

      ii. The bill shall be payable in 30 days from the date of the invoice or by July 31 whichever is earlier.

      iii. Delinquency in payment of the invoice shall cause that **Lakeview Associate Member** to fall out of good standing (as defined by Article III, Section 7) and lose all privileges of the use of Sebago Harbor Association water access properties and rights of ways until the outstanding bill is paid in full. Membership in the Marina will be denied or revoked until the dues to the Sebago Harbor Association are paid in full.

ARTICLE III
Members' Meetings

1. All meetings of the Members shall be held at the principal office of the Association, or other places in Maine, stated in the notice.

2. The annual meeting of the Members of the Association shall be held on a weekend (Saturday or Sunday) in early July of each year at such hour as the notice therefor may designate. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided thereto, subsequent meetings may be held in place thereof, and any business transacted, or elections held at such meeting shall have the same effect as if transacted or held at the annual meeting. Such subsequent meetings shall be called in the same manner provided for special Members' meetings.

3. Special meetings of the Members of the Association shall be held whenever the President, the Directors, or at least one-third of the SHA Membership in good standing make application thereto to the Clerk, stating the time, place, and purpose of the meeting.

4. Notice of all Members' meetings, stating the time and place and in case of special meetings, the objects for which such meetings are called, shall be sent by the Clerk by mail or e-mail to each Member of record at their registered address or e-mail address, at least ten (10) days prior to the date of the meeting.

5. Unless a higher percentage is required by statute, any meeting at which one-third of the Members are present, either in person or by proxy, or of which those not present waive notice in writing, shall be a legal meeting for the transaction of business, notwithstanding that notice has not been given as herein before provided, regardless of the number of individuals on the title.

6. Members of record in good standing may vote at any meeting, either in person or by proxy in writing granted not more than six (6) months prior to the meeting named therein, which shall be filed with the Clerk of the meeting before being voted. They may also vote by general power of attorney produced at the meeting, until it is revoked.

7. Members of record in Good Standing: A Member of record shall be considered in good standing if:

    a. All fees and charges are paid in full as set forth in Article I, Section 5 as of the date of a duly called meeting as set forth in Article III, Section 2 and/or Section 3.

    b. All special assessments as approved by Members at an annual meeting or any special meeting called for such purposes have been paid in full, or paid to date in accordance with any payment schedule previously established.

ARTICLE IV
Directors and Other Officers

1. Not less than three nor more than ten (10) Directors shall be chosen by ballot at the annual meeting of the Members, or at any meeting held in place of such annual meeting as hereinafter provided. Directors must be and remain Members in good standing. The Directors shall, annually, after their own election, choose from their number a President, Secretary, Treasurer, and Vice-President. The same person may hold any two (2) offices unless otherwise provided by law. The Members shall elect at their annual meeting a Clerk who shall be a resident of the State of Maine, and who shall be

a member of the Board of Directors. The officers of the Association shall continue in office until their successors in office are elected to qualify in their stead. The Directors, in their discretion, may elect within the Board more vice-presidents and such additional officers and agents as they may deem advisable and may define their duties.

2. The Directors shall have the management and entire control of the property and business affairs of the Association and shall meet at such times and places as they may determine or at the call of the President or any two (2) members of the Board, reasonable notice thereof given to each Director, or at any time without formal notice, provided all the Directors are present or those not present waive notice in writing executed prior or subsequent to such meeting or by telephone call or email to the Clerk. Any Director may waive notice of any meeting. The notice of the meeting may be given by the person calling the meeting or by the Clerk. A majority of the Directors shall constitute a quorum for the transaction of business. The Directors shall have, beside general authority to manage the business of the Association, power to sell and dispose of its capital as they may deem for its best interest, to appoint agents and employees, and fix and alter their powers, duties, and compensations.

3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and Directors when present, at which meetings he/she shall have a right to vote, and shall perform all the duties commonly incident to his/her office and such other duties as these Bylaws or the Directors shall designate. In the absence or disability of the President, the vice-President shall perform all the duties commonly incident to the office of the President.

4. The Treasurer shall have the care and custody of the funds and securities of the Association, shall keep or cause to be kept accurate books of account, shall, except for the authority given the President of the Association by these Bylaws or by action of the Directors, sign all checks, drafts or orders for the payment of money along with either the President or Vice-President and shall perform all other duties commonly incident or as shall be prescribed by the Board of Directors or these Bylaws. The Treasurer may set up automatic payments for accounts payable by the Association and may establish a debit card for the SHA account. Any charges to the card shall be reported to the President or Vice-President. The Treasurer may be required to give bond for the faithful discharge of his/her duties in such form, in such sum and with sureties as the Directors shall require. The Treasurer shall provide an accountant with the appropriate annual reports and bank statements at the end of the fiscal year to support the filing of the Federal and State of Maine income tax returns. When completed by the accountant, the Treasurer or other officer of the Board of Directors shall sign and submit the tax returns.

5. The Clerk shall be present at all meetings of the Members and the Clerk or Secretary shall be present at all meetings of the Directors. The Clerk shall be a member of the Board. The Clerk or Secretary shall keep an accurate record of the proceedings of such meetings in books provided for the purpose, which books shall be open at all reasonable times for the inspection by any Member, and shall perform such other duties and have such further powers as the Directors shall, from time to time, designate. In the absence of the Clerk at any meeting of the Members, and in the absence of the Clerk and Secretary at any meeting of the Directors, a Clerk Pro Tempore shall be chosen, who shall record the proceedings of such meeting in the aforesaid books.

6. Among the duties of the Clerk or Secretary, he/she shall register the Sebago Harbor Association with the Maine Secretary of State for nonprofit corporations on an annual basis.

7. Committees may be established by the Board of Directors for road maintenance, water system maintenance, beach maintenance and other projects of the association. Any proposed expenditure

of SHA funds must be approved by the Board of Directors. In emergent or time-sensitive situations, the President shall have the authority to authorize the expenditure of funds in the amount of $500 or less. The President shall inform the Board and the Treasurer of his actions. In no instance shall any member of the Board have the authority to change any billing to a member or associate member. Any change needs to be reviewed by the Treasurer and reported to the Board.

ARTICLE V
Vacancies

If the office of any Director, or officer or agent, one or more, becomes vacant by reason of death, resignation, removal, or otherwise, the remaining Directors, though less than a quorum, may, by a majority vote, choose a successor or successors, who shall hold office for the unexpired term. Vacancies in the Board of Directors or other office may also be filled for the unexpired term by the Members at a meeting called for the purpose.

ARTICLE VI
Amendments and Revisions to Association Documents

1. The Sebago Harbor Association Board of Directors shall periodically review all Association documents (Bylaws, Land Use Management Rules for Common Land, Marina Bylaws, Membership List, Wellhead Protection Fact Sheet, etc.). Comments by Members shall be considered. These Bylaws may be altered, amended, or repealed at any annual or special meeting of the Members by a majority vote of the lot owners in attendance at said meeting provided that the attendance meets the requirements of Article III, Section 5 and in the notice of such meeting a notice of such intended alteration, amendment, or repeal shall be given. All other documents may be revised by the Board of Directors.

2. The Sebago Harbor Association Board of Directors shall maintain a website for the Association and post updated files to the site to include, but not limited to, the Bylaws, Land Use Management Rules, Membership List, Fee Schedule, President's Letter, Annual Meeting information, Waterline Shutoff Policy, Wellhead Protection Fact Sheet, and Marina Bylaws. Until a secure (members only) section is added, the website will not include the financial reports and budget for the Association. The website shall not contain e-mail addresses or phone numbers for members of the association.

3. The Board of Directors may employ a paid website manager who may or may not be a member of the Association.

ARTICLE VII
Restrictions

By membership in the Association, each Member's Lot is subject to the following restrictions:

1. In no event shall a house trailer or mobile home, so-called, whether on wheels or not, be permitted on said premises, nor shall any tent for occupancy be permitted on said premises, except that a tent or mobile home may be maintained on said premises, provided that a building permit from the Town of Naples, Maine has been issued, until the first of the following to occur:

    a. The completion of a dwelling house on the premises, or

    b. The first anniversary of the date on which a tent or mobile home was first placed on the premises.

2. No structure on said premises shall be left with tarred paper, or tarred shingle siding or like materials exposed on any part of the building except for tarred shingles on the roof. All structures on the premises shall be completed within one (1) year from the date on which their construction is commenced, and no such structure shall be left in an unfinished state after that one (1) year period has elapsed. All residence structures constructed on these premises shall conform to the current building and zoning requirements of the Town of Naples, Maine, and any and all restrictions and covenants contained in the lot owner's deed.

3. No dog is permitted on the roads and common areas except on a physical leash (eight feet or less in length) and any dangerous dog or other dangerous animal - owned or housed by a Member, renter or guest - must be adequately restrained and confined. Electronic leashes are not acceptable. No dog shall be permitted to roam freely. Association Members are responsible for informing renters or guests of the Association rules. The Board of Directors reserves the right to establish fines for Members who do not observe the leash rules for dogs on the road or in common areas. Liens may be established if the fines are not paid. The Dog Ordinance for the Town of Naples applies to dog owners in the Association, and the sheriff may be contacted for enforcement of the town ordinance, which may result in additional fines and impoundment.

4. All sewerage from the premises shall be disposed of in accordance with any standards now or hereafter established by the Department of Human Services of the State of Maine, Maine Department of Environmental Protection, and by the Town of Naples.

5. The right to use the common areas, roads, rights of ways, and water supply system as conveyed as appurtenant to, or in conjunction with, any of the premises described in the Members' deeds, is subject to the payment of the Members, as the owners of the premises, the fee for the use, maintenance, and improvements to said common areas, roads, and rights of ways, and water supply system as assessed by the Board of Directors as common charges. Any Member in default of payment of the fees shall have their rights outstanding terminated until said fee is paid up to date.

6. Owners of lots shall at all times keep and maintain their lots in an orderly manner. All refuse, rubbish and garbage shall be disposed of promptly. No Quonset huts, mobile homes, unregistered or abandoned motor vehicles or motor vehicles in disrepair, tents, trailers or temporary buildings shall be placed on the lots except in accordance with and as provided for in Sections 1 and 2 of Article VII.

7. Roadside parking of a motor vehicle or trailer is not permitted during snow removal months of November through April. Roadside parking year-round shall not impede the flow of traffic on Harbor Road or Clark Lane. Parking in the turnaround at the end of Harbor Road is prohibited year-round. Any and all vehicles parked in violation are subject to being towed at the lot owner's expense. Members and guests shall observe and obey the posted speed limit (15 mph) for Sebago Harbor Association.

8. The Sebago Harbor Association reserves the right to enter upon a Member's premises, in an emergency situation, for the purpose of installing, repairing and replacing any part of the water and/or drainage systems; provided, however, that the exercise of this right shall not unreasonably interfere with the use of the premises.

9. A site has been designated for use as a Marina, as shown on the Master Facilities Site Plan. The Marina has been established for the benefit of authorized members (as defined in the Sebago Harbor Association Marina By-laws) for their use of docking boats for recreational boating. The Marina shall

be managed by the Sebago Harbor Association Marina Committee under the auspices of the Sebago Harbor Association Board of Directors and shall comply with the Sebago Harbor Association By-laws. The marina shall be for the use of members and associate members with non-waterfront properties.

10. The Sebago Harbor Association common lands and properties shall be managed in accordance with the Sebago Harbor Association Land Use Management Rules for Common Lands.

11. The enumerated restrictions shall be enforceable by the Sebago Harbor Association Board of Directors.

ARTICLE VIII
Liability of the Board of Directors

1. The Members of the Board of Directors shall not be liable for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith.

2. The Members shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these By-laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as representatives for the Members and shall have no personal liability thereunder (except as Property Owners), and that each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his ownership in the Association bears to the total number of all members of the Association.

3. The members of the Board of Directors shall obtain a policy of insurance for Directors and Officers to cover any claims arising out of the fulfillment of their duties. The cost of such insurance shall be a common expense.

ARTICLE IX
Fiscal Affairs and Administration

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 via email 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 lot owners and their duly authorized agents at reasonable times. The fiscal year shall run from July 1 through June 30 each year. Requests for printed copies of the financial statements should be sent to SHA with a stamped self-addressed envelope.

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, and prior to the adoption of the budget by the Board, it shall provide via email a summary of such budget to each Member. Requests for a printed copy of the budget should be sent to SHA with a stamped self-addressed envelope. The Board shall adopt a budget for the amount required by the Association to meet its expenses for each fiscal year

or such other fiscal period as it deems appropriate, including but not limited to the following items:

a. Management and administration expenses.

b. The cost of operation, repairs, maintenance, replacement, and improvements of common elements and facilities and of roadway and common utilities, benefiting the property.

c. The cost of such insurance, services, and utilities as may be furnished by the Association, other than such items for which a service charge is assessed.

d. 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.

e. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

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 any Declaration of Covenants or Restrictions, if any, recorded in the Cumberland County Registry of Deeds, but not in excess of a maximum rate to be fixed, at a regular or special meeting, by a majority vote of Members either in person or by proxy vote at said meeting.

4. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the owners of the properties and in particular for the upkeep, maintenance, development, and further improvement of water system, roads, drives, lanes, paths, ways, beaches and access ways as depicted on any plan of subdivision showing any portion of the properties not including any private drives servicing an individual residence. The assessments shall also be used for the upkeep, maintenance, development, and further improvement of the common areas, services, and facilities devoted to the purpose stated herein and related to the use and enjoyment of the common area and of the homes situated upon the properties.

5. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, unexpected repair or replacement of necessary water system equipment, roads, capital improvements, loans and other expenses of the association including operating deficiencies for current or prior periods, provided that the assessment shall have the assent of a sixty-seven percent (67%) of the votes of the members of the Association who are voting in person or by proxy vote at a meeting duly called for this purpose.

6. **Uniform Rate.** Both annual and special assessments must be fixed at uniform rates for all lots in accordance with the annual dues schedule.

7. **Creation of Lien for Assessments.** The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided 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 the interest, costs, and 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 to his/her successor in title unless expressly assumed by them.

~~8.~~ **Due Dates of Assessments.** The Board of Directors shall fix the amount of the monthly assessment against each lot at least thirty (30) days in advance of the date that the assessment is due. Written notice of the assessment shall be sent to every owner subject thereto. Notice may be given in person, by mail or by email. The due date shall be established by the Board of Directors.

9. **Effect of Nonpayment of Assessments: Remedies of the Association.** If the assessments are 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/her heirs, devises, personal representatives, and assigns. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner of record when the fee or charge is assessed, 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 assessments as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due and payable 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. Mortgagees are not required to collect assessments.

11. **Exempt Property.** The following property subject to the Declaration shall be exempt from the assessments charges and liens created herein: (A) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (B) all common properties as defined in these Bylaws.

12. **Default/Good Standing.** Any Member who has failed to pay the Association any common charges, fees, billing for services, and/or special assessments within sixty (60) days of the due date thereof, shall not be considered a Member in good standing. Only Members in good standing, their families and invited guests are entitled to use the Association facilities, common areas, roads, and ways. In addition to the collection procedures outlined above, the Board shall have the right and duty to prohibit the use of and deny access to Association facilities, common areas, roads and ways. In addition, the Board of Directors shall have the right, with due notice, to disconnect from the water supply system of any member in default of payment of any water related billings, service charges or water fees as set forth in Article I, Section 5 and Article VII, Section (Restriction) 5.

ARTICLE X
Insurance

1. The Board of Directors shall so obtain and maintain, to the extent necessary, master policies of insurance with respect to the common areas and facilities for the benefit of the Association and all of the Members for:

    a. Comprehensive public liability, including personal injury coverage which shall cover claims of

any Members; but excluding an independent agent, manager or contractor who shall furnish to the Board a Certificate of Insurance if such liability is otherwise insured against; it being agreed that the Board may waive such requirement in any particular instance, at its discretion.

b. Such other risks as the Association, in its discretion deem appropriate to insure.

2. All such insurance shall be in such amounts and forms as the Association shall in its discretion deem appropriate and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, maintenances, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

3. The cost of all such insurance obtained and maintained by the Board pursuant to provisions of this Section shall be a common expense.

ARTICLE XI
Reserve Fund

It is the obligation of the Board of Directors to establish an adequate reserve fund for the repair and/or replacement of the Common Elements and facilities of the Association, and to require that the same be funded by the regular annual assessment.

ARTICLE XII
Quality of Life

1. Abiding by the rules for property maintenance, speed limits and other rules of the Sebago Harbor Association expressed in the Bylaws, the Marina Bylaws and the Land Use Management Rules for Common Land help to ensure that everyone continues to enjoy an exceptional quality of life as members of the Sebago Harbor Association.

2. In addition to the aforementioned rules, it is urged that each member shows respect for other members of the Association and does not play loud music or engage in other disruptive activities between the hours of 10 pm and 7 am.

3. Members are encouraged to participate in the activities of the Association. Serving on the Board of Directors or an Association committee helps to ensure that rules are enforced, roadways, beaches water systems are maintained and expenses are kept at a reasonable level.

4. Association members should be familiar with and follow boating rules. Please do not motor through milfoil invested areas, stay away from the shoreline and remain outside of mooring areas. Visit www.maine.gov/ifw/docs/maine-boating-laws.pdf for further boating information.

Sebago Harbor Board of Directors

Michael Lemelin, President
Connie Upson, Vice President/Clerk
Andrée Pride, Secretary
John Burghardt, Treasurer
Christos Givas, Director
Gary LaPierre, Director
Vinny Parrazzo, Director
Ronald Ulmschneider, Director
William Carline III, Special Projects