



# Winter 2010 Newsletter

50 Resort Way • Ellsworth, Maine 04605 • (207) 667-6228

## **2010 ANNUAL OWNER'S MEETING**

The 2010 annual meeting of the Acadia Village Resort Homeowner's Association (AVR-HOA) will be held Saturday, December 4, 2010 at 10 am in the Resort clubhouse.

Items on the agenda include discussion and voting on the 2011 budget, discussion and voting on the revised resort By-laws, election of new officers and any other issues that owners may wish to discuss. Hope to see you there!

## **SPECIAL RATES FOR THE MEETING**

We are offering special one night rates for owners wishing to attend the annual meeting.

If you stay Friday or Saturday night and attend the meeting, you would only pay 1/2 the standard owner's rate. Any owners wishing to stay 2 nights may use the owner 2-night discount rates and save more!

## **HOLIDAY HOURS AT AVR**

The resort will be open normal working hours (8am to 9pm) on Thanksgiving, Christmas Eve and Christmas Day in 2010. It will also be open normal hours for New Year's Day in 2011.

### **THERE ARE 53 WEEKS THIS YEAR!**

According to the Interval International exchange calendar, there are 53 weeks in 2010. This might mean that owner weeks could be off from past years. Please make sure you know the dates of the week you own if you plan on staying at the resort in 2011. The resort will not accept any responsibility for any owners who show up to stay at an incorrect time.

### **OWNER VOTES ARE IMPORTANT!**

This year, owners have three items to vote on.

First, there are two open positions on the Board of Directors. Phyllis Lema and Rusty Weymouth, both current Board members, are both running for re-election.

Second, the resort has included a set of revised By-laws for owners to review and approve. Please read them carefully as they are very important to the running of the resort.

Third, there is a vote to approve the 2011 budget for the resort. We have proposed NO maintenance fee increases for 2011.

Please take a few minutes to review these issues before voting. As always, owners can vote in person at the meeting or by proxy by returning their vote via mail before the start of the annual meeting on December 4, 2010.

## **RENTAL SPECIALS FOR OWNERS**

Once again, we are offering the popular rental discounts for a 2 night stay at AVR. These great rates are only good for the first 2 nights of your stay and cannot be combined with any other discounts. It is a great way to enjoy your resort!

The rates are for 2 nights from 11/1/10 to 4/30/11.

1 bedroom Villa	\$109 + 7 % tax
1 bedroom Manor	\$119 + 7 % tax
2 bedroom Villa/Townhouse	\$139 + 7 % tax
2 bedroom Manor	\$149 + 7 % tax
3 bedroom Manor	\$199 + 7 % tax

## **AVR WEEKS FOR SALE**

As mentioned in the Fall Newsletter, the HOA has acquired some weeks and is selling them at below-market prices to generate new owners and more maintenance fees for the resort. If anyone is interested, please contact Lisa @ 207-341-0406 or by e-mail at llkmarketing@yahoo.com for details.

Here is a list of remaining weeks and prices for sale.

### **TOWNHOUSES**

Week 2 or 3-even years only	\$ 400
Week 2 or 4 or 6-every year	\$ 600
Week 8 or 9 or 11-every year	\$ 800
Week 12 or 13 or 15-every year	\$ 800
Week 19 or 20 or 21-every year	\$1700
Week 34-every year	\$2500
Week 36-even years only	\$1000
Week 40 or 41 or 43-every year	\$1700
Week 44 or 45 or 46-even years only	\$ 600
Week 44-odd years only	\$ 600
Week 46 or 47-every year	\$ 800
Week 46-even years only	\$ 600
Week 49-odd or even years only	\$ 400

### **VILLAS**

Week 12-even years only	\$ 600
Week 14-every year	\$ 800
Week 16-even years only	\$ 800
Week 46-even years only	\$ 600
Week 52-odd years only	\$ 800

### **MANORS**

Call or e-mail for a list of available weeks! \$1000



## **REAL ESTATE TAX BILLS**

Please remember to pay your real estate tax bills! The City of Ellsworth will foreclose on any owners who don't pay their taxes for 3 years.

A note to non-deeded owners who are billed by the resort—any additional fees added to your tax account, such as interest or liens, by the City of Ellsworth will be added to your account here at Acadia Village Resort. These fees must be paid to remain an owner in good standing.

Please contact the resort if you have any questions about your account.



## **INTERVAL INTERNATIONAL**

As a reminder to new (and old) owners, we would like to review Interval International's policies on depositing your week here at AVR.

Owners must pay their resort fees fully before their deposit will be approved. Owners who have not paid their fees will be placed on a 10 day hold. If the resort fees are not paid within the 10 day period, II will cancel the deposit and the owner must redeposit their week with II after the resort fees have been paid.

Owners who deposit their week within 60 days from the start of their week will have a restricted deposit. Restricted deposits limit the time in advance that an owner can exchange their week with II.

Owners who deposit their week within 30 days from the start of their week are not placed on a 10 day hold list if they are not current with the resort. The owner would have to redeposit their week after paying the resort fees.

II will not accept any weeks less than 14 days from the start of an owner's week. Please be aware of the start date of your week! The resort will not accept any responsibility for owners who do not follow these II policies. If you have any questions, you can review these policies in the front section of your Interval International book or you can contact the resort at (207) 667-6228.



## **PAYMENT PLANS**

If it is easier to pay your resort fees in smaller payments, that is not a problem! Just remember that all fees must be paid before depositing with II or staying here at your home resort.

This also applies if you have a past due balance here at AVR. Please call to set up a payment plan, this will stop any extra late fees or finance charges from being added to your account. However, failure to follow the payment plan voids any agreement and fees may be added without notice.



# **ACADIA VILLAGE RESORT BYLAWS**

Mission – To provide a pleasant atmosphere for homeowners, guests and staff.

Purpose – To govern, set and enforce rules for homeowners, guests and staff in a fair and equal manner, without exception.

## **ARTICLE I OFFICE**

**Section 1. Principal Office** The principal office of the Acadia Village Resort Association (herein after referred to as the "Association") shall be maintained at Ellsworth, Maine.

**Section 2. Place of Meetings** All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

## **ARTICLE II ASSOCIATION OF OWNERS**

The Association may adopt/amend the By-Laws, Rules and Regulations. They may adopt/amend budgets (for revenues, expenditures, reserves and assessments for common expenses).

**Section 1. Membership** The membership of the Association, at all times, shall consist exclusively of all deeded owners of Acadia Village Resort, a property submitted to the provisions of the Maine Condominium Act and located in Ellsworth, Hancock County, Maine. Membership shall be in accordance with the Declaration of these By-Laws, as amended by the Home Owners Association, and the Maine Condominium Act. The membership of each owner terminates upon a sale, transfer or other disposition of his/her ownership interest in the Unit as provided in the Declaration, where upon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of the Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the property sold in lieu of foreclosure. The Association may, but is not required to, issue certificates of membership. Following termination of the condominium, the membership and former unit owners are entitled to distribution of proceeds under section or their heirs, successors or assigns. The association shall be organized as a nonprofit corporation under **Title 13-B**, as it or its equivalent may be amended from time to time.

**Section 2. Meetings** The dates, times and locations of all meetings (Board and Association) shall be posted on the web site [www.acadiavillageresort.com](http://www.acadiavillageresort.com). If an owner does not have access to the web site, he/she may call the resort for information on meetings, cancellations and rescheduled meetings. All meetings may be taped.

**Annual Meetings** A meeting of the Association shall be held at least once each year, date and time at the discretion of the Board. In the event the meeting needs to be rescheduled, due to inclement weather, it will be posted on the website [www.acadiavillageresort.com](http://www.acadiavillageresort.com). For those who do not have access to the internet, you may call the resort directly for an update of the meeting.

**Special Meetings** Special meetings of the association may be called, as provided in the Maine Nonprofit Corporation Act (Title 13B), by the President, Board of Directors or upon the call of any owner with at least 20% of the deeded owners' votes in the Association. Upon receipt of the call, the Secretary shall send out notices of the meeting to all members of the Association. The meeting shall not be held in less than ten (10) nor more than sixty (60) days of the call. The notice of any meeting must state the time and place of any meeting and the items on the agenda, including the general nature of any proposed amendment to the By-Laws, any budget changes and any proposal to remove a director or officer

**Section 3. Notice of Meetings** A written or printed notice of every meeting, of the Association, shall be given to each member by delivery in hand or mailing, postage prepaid and addressed to the member at

his/her address, as it appears on the records of the Association. The notice shall state if it is an annual or special meeting; the authority for the call; the place, day and hour of the meeting and the purpose for the meeting. The meeting shall be held no less than ten (10) days nor more than sixty (60) days. If notice is given pursuant to provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail from a Homeowner and addressed to the Secretary of the Association at the address of the Association, the holder of any duly recorded mortgage against any Unit or Timeshare Estate may promptly obtain a copy of any and all notices permitted or required to be given to the Members from and after the request is withdrawn or the mortgage is discharged of record.

**Section 4. Waiver of Notice** The presence of a majority of the members in person or by proxy, at any meeting, shall render the same a valid meeting, unless any member shall, at the opening of the meeting, object to the holding of the same for non-compliance with the provisions of Section 3 of this Article II. Any meeting so held without objection, notwithstanding the fact that no notice of the meeting was given or that the notice given was improper, shall be valid for all purposes. Any general business may be transacted and any action may be taken.

**Section 5. Quorum** The presence at any meeting of the Association in person or by proxy of Unit Owners, whose aggregate voting rights constitute 5%, shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide all questions (except the election of directors and amending the By-Laws).

**Section 6. Voting** Any person, firm, corporation, trust or other legal entity or a combination thereof, who is a deeded Unit owner, duly recorded in his/her/its name, the ownership whereof shall be determined by the records of the Hancock County Registry of Deeds, shall be a member of the Association. The deeded owner is entitled to vote, either in person or by proxy, for each deeded Unit/week owned, at all meetings of the Association. Any provisions to the contrary notwithstanding, Co-Owners or Joint Owners shall be deemed one Owner. Co-Owners or Joint Owners may not split their votes. Any split votes will be null and void. The authority given by a deeded owner to another person to represent such deeded owner at meetings of the Association shall be in writing, which shall be notarized by the deeded owner if a Unit/week is jointly owned, then by all joint Owners. If such a member is a corporation, by the proper officers thereof, the corporation shall be filed with the Secretary, and unless otherwise stated therein, such authority shall remain valid for six months from the date of notarization. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned by him/her in such a capacity, whether or not the same shall have been transferred to his/her name by a duly recorded conveyance. In case such a Unit shall not have been transferred to his/her name, he shall satisfy the secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any Unit owned by two or more jointly, according to the records of said Registry, the deeded owners thereof may designate in writing, which must be notarized, one or more of the deeded owners to cast the vote for all such owners. Such designation, unless otherwise limited by its terms, shall be valid, once filed with the Secretary, for six months. The Developer may exercise the voting rights pertaining to any Unit title which is owned by the Developer and is in good standing. No vote pertaining to a Unit, owned by the Association, may be cast. Only votes cast by deeded owners, in good standing, will be counted. Any specified percentage of owners refers to the aggregate voting rights and not to the number of Units or Owners.

**1.1** Business may be conducted by phone or email with the unanimous consent from the Board.

**Section 7. Adjournment** Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority vote of the members present, whether a quorum be present or not. If the adjournment is for less than thirty (30) days and the time

and place of the adjourned meeting are announced at the meeting, at which the adjournment is taken, no further notice need be given. At any adjourned meeting, whether or not a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting originally called.

### **ARTICLE III. BOARD OF DIRECTORS**

**Section 1.** The Board of Directors may not act on behalf of the Association to terminate the condominium, elect members of the Board or determine the qualifications, powers and duties or terms of office of Board Members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term

**Section 2. Number and Qualification** Affairs of the Association shall be governed by a Board of five Directors, who meet the requirements for a Director and have been voted in by the Association. Each Director shall be a deeded Owner, Co-Owner or Joint Owner of a Unit. If an Owner shall be a corporation, partnership, trust or estate, authority may be given to a member to run for Director. Such authority must be in writing, signed and notarized by all other Owners. This authorization will remain in effect until the end of the term, or sooner, if his position is vacated for whatever reason. He/she shall meet the requirements for a Director.

**Section 3.** The Board of Directors may incorporate into their By-Laws the recommendations set forth by ARDA – “Director’s Qualifications and Guidelines”. These may be amended by a two-thirds vote of the Membership, by ballot, provided a thirty (30) day notice has been given, at an annual meeting.

### **DIRECTOR QUALIFICATIONS AND GUIDELINES**

This document sets forth some of the general qualifications, expectations and guidelines (collectively, the “Guidelines”) for the Board of Directors associated with the AVRHOA (Acadia Village Resort Home Owners Association) and its Members. These Guidelines are only intended to provide general guidance to the Board, and are not intended to restate the Bylaws. These guidelines may only be used by the Association in dealing with the Board of Directors. These Guidelines may not be used by any member or other person or entity in any legal proceeding or otherwise to establish the negligence, misconduct and/or liability of the Board or the Association. These Guidelines and any amendments thereto shall be binding upon all of the Directors.

1. **Director Qualifications.** A Director must meet the following qualifications to serve on the Board and must maintain those qualifications while serving on the Board.

1.1 A Director must have a strong interest in the present and long-term future welfare and best interests of the Association and the Members.

1.2 A Director must have been a Member in good standing of the Association for at least one year, unless otherwise approved by a majority of the other Directors.

1.3 A Director must serve on standing or ad-hoc committees as may be required by the Board.

1.4 A Director must read and be familiar with the documents associated with the establishment and maintenance of the Association. A Director must remain in good standing and promptly cure any defaults under any of the By-laws. A Director may not serve on the board if the association or its agent delivers to that Director more than two notices of defaults under the By-laws during the proceeding five years even if the defaults in question are subsequently cured unless board approval is given. A Director must not have initiated any legal proceedings against the Association, the Board, or any other Director during the preceding five years.

1.5 A Director must have the ability to listen, analyze, think clearly and creatively, work well with people individually and in a group, as well as read and communicate proficiently in the English language. A Director must have the legal, mental and physical capability to

perform her or his obligations as contemplated in these Guidelines.  
1.6 A Director should only seek reimbursement from the Association for actual expenses reasonably incurred by that Director in the exercise of the Director’s responsibilities to the Association as authorized by the Association.

1.7 A Director may not be employed by any Development and/or Sales Companies doing business with the Association.

1.8 A Director must not have been convicted of any felony crime during the immediately preceding five years.

1.9 A Director must have the ability to both receive and send email.

2. **The Duty of Care.** The Duty of Care calls upon a Director to participate in the decisions of the Board and to be informed as to data relevant to such decisions. A Director must be reasonably informed, participate in decisions, exercise independent judgment, monitor the organization’s activities and do so in good faith and with the care of an ordinarily prudent person in similar circumstances. Failure to maintain a satisfactory Duty of Care, at the Board’s discretion, may result in termination by the Board.

3. **Attending Meetings.** Regular attendance at meetings of the Board is a basic element of prudent performance as a Director. A Director is required to attend at least 75% of the regularly scheduled Board meetings. Failure to maintain a satisfactory attendance record may, at the Board’s discretion; result in the Directors termination from the Board. Directors may not vote or participate in decisions by appointing another person, even another Director, as a proxy.

4. **Independent Judgment.** Each Director shares in all the responsibilities and powers of the Directors. Each Director should exercise Independent Judgment on all Board decisions.

5. **Information.** Each Director should be informed and study the information supplied to that Director. If a Director thinks that information supplied by the staff is inadequate, that Director should request further information. Such requests should be reasonable and should not overwhelm the staff.

6. **Reliance.** A Director may rely on the opinions, reports, statements, communications and information received from other Directors and or other sources if the Director believes that the source is reliable and competent.

7. **Delegation.** The Board does not operate the day-to-day business of the Association. In delegating that function to the Resort Manager, the Board must set policies and oversee compliance with those policies. The principles of delegation stated above apply to the Board as a whole. An individual Director may not delegate his or her responsibilities as a Director.

8. **The Business Judgment Rule.** Even where an action has proven to be unwise or unsuccessful, a Director will be protected from liability arising there from if he or she acted in good faith, in a manner reasonably believed to be in the Association’s best interest and with independent and informed judgment. The Business Judgment Rule will not be applied in situations where basic breaches of Duty by the Director (such as breach of confidentiality, criminal activity, fraud, and bad faith, willful and wanton misconduct) are present.

9. **The Duty of Loyalty.** The Duty of Loyalty requires Directors to exercise their powers in the best interest of the Association and in good faith support the ultimate decision of the Board respecting that matter, even if that decision is contrary to, or not entirely consistent with, a particular Director’s preference or point of view. Any Director who cannot fully or in good faith support the Board’s ultimate decision respecting a particular matter should promptly resign her or his position on the Board by delivering written notice of such resignation to the Board.

10. **Confidentiality.** A Director should keep confidential any information about the Association and its owners, Directors, officers, employees, agents and affiliates (the “Related Parties”) unless that information is already known by the public or is of public record.

11. **Return of Proprietary Information** A Director shall be responsible for the return or destruction of all Association’s confidential information after a completion of term or removal from the Board.

He/she shall return all records within two weeks of leaving the Board or submit a notarized statement verifying all Association records in his or her possession have been destroyed.

**Section 4. Powers and Duties** The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association, at the direction of the Association, with the exception of the election of Directors and amending the By-Laws. Any duties that may be in conflict with the Maine Condominium Act, the latter shall prevail.

**Section 5. Employees / Assistant Manager / Manager**

**Employees** Employees of Acadia Village Resort may not be employed by any Development Company doing business with the Association to avoid any conflict of interest. Any employee who is employed by Development, prior to the revision of these updated By-Laws, may be grandfathered in, at the discretion of the Board of Directors. Any employee may be terminated with or without cause by a majority vote of the Board. Salaries of the employees shall be approved by the Board.

**Manager** The Board of Directors may employ, for the Association, a manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize. A list of duties shall be maintained by the Board of Directors, which may be amended by the Board of Directors, as needed. The contract may be cancelled by either party with or without cause and without a termination fee, upon ninety (90) days notice. However, the Board may terminate the Manager's contract with cause and without any notification. It shall be at the Board's discretion as to whether compensation shall be given.

**Asst. Manager** The Board of Directors may employ, for the Association, an Assistant Manager at a compensation established by the Board. He/she shall assist the Manager in his/her duties and what ever other assignments are given. He/she shall be responsible for the running of the resort in the absence of the Manager. A list of duties shall be maintained by the Board of Directors and the Resort Manager. They may be amended by the Board of Directors, as needed. The contract may be cancelled by either party. The Board may terminate the Assistant Manager's contract with cause and without any notification. It shall be at the Board's discretion as to whether compensation shall be given.

**Section 6. Election and Term of Office** The Director's term is for three (3) years. The terms have been staggered as not to expire at the same time. There shall be at least one position open yearly. A deeded home owner, wishing to run for a Board Position must complete the application and send it in to the resort by October 15th of the current year. There shall be no restriction on the number of times a Director may run for re-election. Election shall be done by ballot only. There shall be no nominations at the Annual Meeting. The Director(s) shall hold office until their successors have been elected and hold their first meeting.

**Section 7. Vacancies** A vacancy on the Board of Directors, which occurs during their term, shall be filled by the Board for the remainder of the year.

**Section 8. Removal of Directors** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause. Any Director, whose removal has been proposed, shall be given an opportunity to be heard at the next scheduled Board Meeting.

**Section 9. Compensation** No compensation shall be paid to Directors for their services. No remuneration shall be paid to a Director for services performed by him/her for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before or after the services are undertaken. A Director may not be an employee of the Association.

**Section 10. Annual Meeting** The Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Association.

**Section 11. Regular Meetings** Regular meetings of the Board will be held at the call of the President. Meetings shall be held at least quarterly.

**Section 12. Special Meetings** Special meetings of the Board of Directors may be called by the President on a five day notice to each Director, given personally or by phone, which shall state the time, place, date and purpose of the meeting. Special meetings of the Board may be called by two or more members in like manner.

**Section 13. Waiver of Notice** Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 14. Quorum** A majority of the Directors (3) shall constitute a quorum for the transaction of business, at all meetings. Any business conducted with a quorum present shall be the Acts of the whole Board of Directors. An affirmative vote of at least 3 members of the Board is required for the passage of any motion or proposal. If there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 15. Unanimous Action** Unless otherwise provided by law or these By-Laws, any action which may be taken at a meeting of the Directors, may be taken without a meeting if either all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action or indicate by email that they are in favor of a specific proposal. Such consents or email indicating support of a proposal shall be filed with the minutes of the Directors Meetings and shall have the same effect as a unanimous vote.

**Section 16. Bonds of Officers and Employees** The Board of Directors requires that all officers and employees of the Association involved in the handling of funds or making decisions which involve the appropriation or dispersing of funds, shall be covered under the Insurance Policy's Criminal Coverage of up to \$50,000.00. The premiums shall be paid by the Association.

**Section 17. Committees** The Board of Directors may establish such standing or other committees, with such powers and duties as it deems advisable.

## **ARTICLE IV. OFFICERS**

**Section 1. Designation** The principal officers of the Association shall be a President, 1st Vice-President, 2nd Vice-President and Secretary. The Directors may, in their discretion, appoint an Assistant Secretary and such other officers, as in their judgment may be necessary.

**Section 2. Election of Officers** The principal officers of the Association shall be elected annually by the Board of Directors at the Board Meeting following the Annual Association Meeting and shall hold office at the pleasure of the Board.

**Section 3. President** The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and the Board. In his/her absence, the (1<sup>st</sup> / 2<sup>nd</sup>) Vice President shall preside at all the meetings. He/she shall have all the general powers and duties, which are outlined in these By-Laws.

**Section 4. Vice-Presidents** The duties of the 1<sup>st</sup> and 2<sup>nd</sup> Vice-Presidents shall be to assist the President and whatever other assignments may be assigned to him/her.

**Section 5. Secretary** The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these By-Laws and shall have other powers and duties, as may be incidental to the office of Secretary, given by these By-Laws or assigned to him/her from time to time by the Board. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a Secretary pro tempore, who shall keep the minutes of such meetings. The Secretary shall be

responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency except financial reports or tax returns. She shall maintain the Board's locked file cabinet, which is kept in the manager's office. Each Director shall have access to a key. The secretary shall update the files as needed. All minutes / agendas/ liens and foreclosures / P & P / shall remain as permanent records. All other records may be purged after three years, not counting the current year, following the Annual Association Meeting. A copy of monthly financial records shall be placed in the file cabinet by the manager.

**Section 6. Auditor** The Board shall engage the services of a certified auditor to audit the books of the Association yearly.

#### **ARTICLE V FISCAL MANAGEMENT**

**Section 1. Accounting** Books and accounts of the Association shall be kept by assigned staff and supervised by management, in accordance with customary accounting principles and practices, under the direction of the Board. The Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year.

**Section 2. Fiscal Year** The Fiscal Year of the Association shall be from October 1<sup>st</sup> to September 30<sup>th</sup> or as may from time to time be established by the Board of Directors.

**Section 3. Maintenance Fees** The Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- (a) Management and administrative expenses;
- (b) The estimated cost of repairs, maintenance and replacement of common areas and facilities;
- (c) The cost of such insurance and utilities as may be furnished by the Association;
- (d) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for maintenance and replacements;
- (e) Electricity, gas and any other utilities not separately metered and billed;
- (f) Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

Within sixty (60) days after approval of the proposed budget, the Board shall provide a summary of the proposed budget to all the Unit Owners and shall set a date for the Annual Meeting, not less than 14 days nor more than 30 days, after mailing of the summary. Ballots for the budget must be received prior to the annual meeting. A majority of yes votes, of deeded owners, shall adopt the budget. In the event the budget is rejected, the budget last ratified by the deeded homeowners shall be continued until such time as the deeded Unit Owners adopt a subsequent budget proposed by the Board. The Board shall assess the amount required by the budget against all the Units. Each Unit's proportionate share of the assessment shall be an amount equal to the total assessment multiplied by its respective percentage interest in the common elements provided. With respect to certain common elements, the operation, maintenance and replacement costs and reserves may be allocated among the Units according to the respective use and benefit to the particular facility or element to each Unit rather than according to the percentage interest of each Unit. Each owner of a Unit shall pay his proportionate share of that Unit's assessment at such times and in such installments as shall be determined by the Board. Until the annual budget for a fiscal year is adopted by the members, each member shall continue to pay that amount which had been established on the basis of the previous budget. If any member shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association when due, a late payment charge shall immediately become due and payable; the amount shall bear interest at a rate as established from time to time by the Board of Directors. The interest, cost and attorney's fees, as allowed by law, shall constitute a lien on the Unit of such member. The Association's Policy and Procedure, in regards to liens and foreclosures, shall be administered as outlined in the state legislation.

This shall be in accordance with the authority to exercise and enforce any and all rights and remedies provided in the Condominium Act or these By-Laws.

**Section 4. Revised and Emergency Assessments** At any time, prior to or during the course of any fiscal year, the Board may deem the amount of the membership assessments to be inadequate. The Board may, upon finding that an emergency exists, require an immediate assessment of the members. The amount of the emergency assessment shall not exceed the amount of the weekly assessment for each Unit, which is current at that time. This emergency assessment shall be due and payable when communicated to the members.

**Section 5. Development** With respect to all Units owned by Development, Development shall pay an assessment determined in the same manner as the assessment is determined for all other owners.

**Section 6. Rules and Regulations** Management, under the direction of the Board, shall enforce the Rules and Regulations to assure and maintain the peaceful, orderly use and enjoyment of the buildings, common areas and facilities of the Resort. The Board, at its discretion, may amend the Rules and Regulations, as needed.

**Section 7. Title** Every deeded Unit Owner shall be promptly duly recorded in the Hancock County Registry of Deeds, identifying the conveyance of that unit to the owner (deed, lease, assignment, other). The Association shall maintain such information in the records of the Association.

**Section 8. Insurance** Insurance premiums are reviewed yearly in order to maintain adequate coverage of the Resort, including, but not limited to, all structures, furnishings, landscaping and criminal charges. The Association shall maintain property insurance on the common elements, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance, after any application of deductibles, shall not be less than 80% of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

**Indemnification:** The Resort is not responsible for any personal loss, financial or other. The Resort is not responsible for any injuries incurred in the Units, unless it is a result of negligence on the part of the Resort. Owners are encouraged/advised to obtain a waiver with their home owners insurance to cover any injuries they may sustain during their week or for those who are renting the week from them.

#### **ARTICLE VI EXECUTION OF INSTRUMENTS**

**Section 1. Instruments Generally** All checks, drafts, notes, bonds, acceptances, contracts, deeds and all other instruments shall be signed by the person or persons designated by management and approved by the board.

#### **ARTICLE VII LIABILITY OF OFFICERS**

**Section 1. Exculpation:** No Director or Officer of the Association shall be liable for acts or defaults of any other officer, members or any loss sustained by the Association or any member thereof, unless the same has resulted from his/her own willful misconduct or gross negligence.

#### **ARTICLE VIII BY-LAWS**

**Section 1. Amendment** These By-Laws may be amended, modified or revoked by a two thirds (2/3) vote of the members of the Association by ballot. If a member is in agreement with a proposed Bylaw change, they need not return their ballot, as a no response will be considered a yes vote. The contents of these Bylaws shall always contain those particulars are required to be contained herein by the Maine Condominium Act.

**Section 2. Conflict** In the event of any conflict between these By-Laws and the Condominium Act, the latter shall prevail.

Robert's Rules shall govern except when covered by the By-Laws. In the event of any conflict between Robert's Rules and the Condominium Act, the latter shall prevail.



## **VOTING FOR BOARD MEMBERS + THE BUDGET + THE BYLAWS**

On the reverse is the ballot that needs to be filled out and returned to the resort if you wish to vote on any or all of the items below. Please cut or tear off the ballot, cast your vote(s), and return the ballot by Friday, December 3rd to:

Acadia Village Resort HOA, 50 Resort Way, Ellsworth, Maine 04605

**Ballots must be received by Friday, December 3rd, 2010 in order to be counted.**



### **PROPOSED 2011 BUDGET**

Last Fiscal Year  
10/1/09 - 9/30/10

#### **INCOME**

Fee/Merchandise Income	\$ 12,500.00	\$ 19,561.80
Finance Charges	\$ 12,500.00	\$ 14,737.54
Guest Fees/Services	\$ 1,000.00	\$ 1,085.00
Maintenance Fees	\$ 698,256.00	\$ 715,025.00
Misc. Charges/Unit Sales	\$ 35,000.00	\$ 36,355.58
Rental Income	\$ 25,000.00	\$ 24,081.58
Real Estate Taxes Pd	\$ 40,000.00	\$ 13,733.14
Vending/Gift Shop Income	\$ 2,500.00	\$ 1,018.84
	\$ 826,756.00	\$ 825,598.48

#### **EXPENSES**

Advertising	\$ 2,000.00	\$ 4,953.89
Bank Fees/Service Charges	\$ 14,000.00	\$ 16,983.02
Business Expenses	\$ 10,000.00	\$ 17,013.25
Cable TV	\$ 7,000.00	\$ 5,605.02
Charitable Contributions	\$ 500.00	\$ 200.00
Cleaning Supplies	\$ 17,000.00	\$ 16,355.41
Electric Costs	\$ 110,000.00	\$ 92,841.02
Fuel Oil/Propane	\$ 32,500.00	\$ 28,213.03
Grounds Maintenance	\$ 20,000.00	\$ 7,976.36
Expenses-Owners Past Due	\$ 30,000.00	\$ 65,049.29
Hydrant/Water/Sewer	\$ 22,500.00	\$ 20,822.15
Insurance	\$ 15,000.00	\$ 18,097.25
Internet Costs (wireless)	\$ 1,500.00	\$ 839.40
Maint. Bldg/Equip/Repairs	\$ 30,000.00	\$ 31,871.81
Memberships	\$ 15,000.00	\$ 16,638.10
Merchandise Purchases	\$ 1,500.00	\$ 1,037.79
Misc. Charges	\$ 2,500.00	\$ 2,450.75
Office Costs	\$ 17,500.00	\$ 12,335.36
Payroll Expenses	\$ 357,000.00	\$ 343,037.43
Postage/Mailings	\$ 4,000.00	\$ 4,182.44
Real Estate Taxes Billed	\$ 17,000.00	\$ 22,257.75
Sanitation/Disposal	\$ 6,000.00	\$ 5,830.56
Swimming Pool/Hot Tub Costs	\$ 13,000.00	\$ 7,372.13
Unit Replacements/Additions	\$ 49,456.00	\$ 74,995.66
Zepher Loan	\$ 16,800.00	\$ 13,647.89
HOA Reserve Account	\$ 15,000.00	\$ (18,899.38)
	\$ 826,756.00	\$ 811,707.38

# Ballot

To: Secretary of AVR-HOA

I/We authorize you to cast my/our vote(s) at the annual meeting on Saturday, December 4th, 2010 on the items listed below. Please note that you may still vote in person, however doing so will void this proxy vote. Please circle your choice(s) on the items below.

- |   |              |                |
|---|--------------|----------------|
| 1. Vote for the 2011 Budget as proposed (Y/N) | YES          | NO             |
| 2. Vote for Board members (2)                 | Phyllis Lema | Rusty Weymouth |
| 3. Vote for the revised Bylaws (Y/N)          | YES          | NO             |

Date: \_\_\_\_\_ Unit(s)/Weeks(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

E-mailAddress \_\_\_\_\_

Giving AVR-HOA this address means you give permission to use for all correspondence

**Ballots must be received by Friday, December 3rd, 2010 in order to be counted.**



## **INTERVAL INTERNATIONAL GIVES AVR AN AWARD!!**

Earlier this year, Interval International presented Acadia Village Resort with a plaque stating that AVR has earned Select Resort status. According to Interval International, Select Resorts “provide a great vacation experience with a comfortable and home-like atmosphere, offering hospitality, welcome, friendliness and warmth.

Interval International has changed the way resorts are recognized by launching this new program. Awards are given to resorts based on resort inspections, research, and member Vacation Evaluation forms. These awards are listed on Interval’s website, [www.intervalworld.com](http://www.intervalworld.com), and are designed to assist owners in making exchange decisions.

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