BYLAWS OF THISTLE PETITE CONDOMINIUMS ASSOCIATION

ARTICLE I
Name and Location of the Corporation

The name of this Corporation is THISTLE PETITE CONDOMINIUMS ASSOCIATION (the "Association"). The Association is located at Thistle Drive, in the Town of Gorham, County of Cumberland, State of Maine.

ARTICLE II
Purposes

The purposes of this Corporation are as follows: (1) To establish the Association of Unit Owners required by the terms of Chapter 31 of Title 33 of the Maine Revised Statutes of 1964 as amended, which Chapter is known as the "Maine Condominium Act," for the operation and maintenance of Thistle Petite Condominiums located in Gorham, Maine; (2) To establish and maintain a social, educational, recreational and area improvement program for the Unit Owners in said Thistle Petite Condominiums; (3) To encourage and assist in the passage of laws, ordinances, rules and regulations which will promote the safety, welfare and improvement of said Thistle Petite Condominiums; (4) In addition to all 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 said Maine Condominium Act, this Association shall have the following specific powers to the extent permitted by law: To levy and collect assessments and other charges against members as Unit Owners in order to provide funds to operate said condominium; to purchase, maintain, repair, replace and restore real and personal property; to obtain insurance of all types for the protection of the Unit Owners and property of the Association; to pledge and mortgage property of the Association; to appoint agents, to hire employees, and to make contracts, to promulgate rules and regulations for the members of the Association and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes.

ARTICLE III
Membership

Section 1. The members shall consist of all the Unit Owners of Thistle Petite Condominiums as appears on the Plats and Plans thereof to be recorded in Cumberland County Registry of Deeds, in accordance with the provisions of the Declaration of Condominium for Thistle Petite Condominiums to be recorded in the Cumberland County Registry of Deeds, by which the said property has been submitted to the provisions of the Maine Condominium Act of the State of Maine, within which Declaration these By-laws have been included. For the purposes of these By-laws the definition of all the words, terms and phrases which have been

defined by the said Maine Condominium Act shall be controlled by the definitions set forth therein.

Section 2. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the common fund shall automatically transfer to and be vested in the next owner or owners succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

ARTICLE IV
Meeting of Members

Section 1. Meetings of the membership shall be held at the property or at such other place as may be specified in the Notice of the Meeting.

Section 2. An Annual Meeting of the Members shall be held during the month of October of each year at a date, time and place determined by the Board of Directors not later than 30 days prior to the meeting, with timely written notice provided to all Members in accordance with the provisions of Section 4 of this Article IV. At such meeting a Board of Directors shall be elected by ballot of the members in accordance with the provisions of Article V of these Bylaws. The Members shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President or, in his absence or disability, the duty of the Secretary, to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by the owners of fifty percent (50%) of the ownership interest in the common elements or areas. The Notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the said Notice unless with the consent of seventy-five percent (75%) of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect then of any officer or member, to mail by United States Mail, postage prepaid, a Notice of each Annual or Special Meeting stating the purpose, the time and place thereof to each member of record.

Section 5. The presence, either in person or by proxy, of the owners of at least thirty percent (30%) of the ownership interest in the common elements or areas shall be requisite for, and shall constitute, a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of Members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. The aggregate number of votes for all Unit Owners shall be one hundred (100) and shall be divided among the respective Members in accordance with their respective percentages of ownership interest in the common areas and facilities. If any Unit Owner consists of more than one (1) person, the voting rights for such Unit Owner shall not be divided but shall be exercised only as a unit. Unless by express provisions of the Maine Condominium Act or these By-laws, or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote based upon respective percentages of ownership interest of those present.

Section 8. The vote of any corporate, partnership or trust members may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or any other member as its proxy. Any individual member may appoint in writing his or her spouse or another person as a proxy. Each such proxy must be filed with the Secretary prior to the commencement of a meeting, or at any subsequent time that delivery of proxies is required.

ARTICLE V
Board of Directors

Section 1. The affairs of the Association shall be governed by a Board of Directors (the "Board"). The Board shall constitute the governing body referred to in the Maine Condominium Act of the State of Maine as the "Board of Managers" and shall consist of three (3) persons. Each Director shall be a Unit Owner; or if a Unit Owner shall be a corporation, partnership or trustee, then an officer, partner or trustee of such Unit Owner, whether or not that person or entity actually resides in a Unit.

The immediate past-President of the Association, if not otherwise a member of the Board, shall serve as an additional Board member *ex officio* for a period of one (1) year after he or she has left office. The immediate past-President, if not otherwise a Board member, shall have the right to participate in Board meetings, but shall only vote to break a tie.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and shall have all powers and duties referred to in the Declaration and the Statutes of the State of Maine pertaining to corporations without capital stock, as amended from time to time by the Maine Condominium Act of the State of Maine and of the Maine Condominium Act (to the extent applicable), as amended, to be done by the Board of Managers or by the Unit Owners collectively except such acts or things as are by law or by these By-laws or by the Declaration directed to be exercised and done by the members individually. The powers of the Board of Directors shall include but not be limited to the following:

(a) To elect the officers of the Association;
(b) To administer the affairs of the Association and the

property;

(c) To engage the services of a manager, managing agent or such other personnel as may, in the sole determination of the Board of Directors, be necessary for the property and to fix the terms of such engagement and the compensation and authority of such personnel;

(d) To promulgate such rules and regulations concerning the operation and use of the property or of the common elements or areas as may be consistent with the Declaration, as amended, and the By-laws and to amend the same from time to time;

(e) To provide for the maintenance, repair and replacement of the common elements and areas; to provide insurance as authorized by the Declaration; and

(f) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners their respective shares of the estimated expenses as hereinafter provided;

(g) To construct upon the common areas detached garages for the exclusive use of Unit Owners and to lease said detached garages to Unit Owners, all upon such terms and conditions as the Board of Directors determines to be in the best interest of the Association.

Section 3. The term of office of each member of the Board of Directors shall be one (1) year. A Director is eligible to serve two (2) consecutive terms, not counting *ex officio* service on the Board as immediate past-President, after which a Director shall not be eligible for re-election for a period of one (1) year. The term of office of at least one-third (1/3) of the members of the Board of Directors shall expire at each Annual Meeting. Directors shall hold office until a successor Director is elected by the membership at the next regularly scheduled Annual Membership Meeting.

Section 4. Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, may be filled by a vote of a majority of the remaining Directors and the person so elected shall remain in office until a successor Director is elected by the membership at the next regularly scheduled Annual Membership Meeting.

Section 5. Annual meetings of the Board of Directors shall be held immediately following the Annual Meeting of the members and at the same place. Special meeting of the Board may be called by the President or a majority of the Board on three (3) days notice to each Director by mail. Directors may waive Notice of a meeting or consent to or take any action without a formal meeting.

A Director may participate in a meeting of the Board by means of a conference telephone call, speaker telephone or communications equipment by means of which all persons participating in the meeting can communicate with each other simultaneously. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

If a Director is unable to attend a meeting that Director may give another person his or her proxy. The proxy must specify in writing the particular issue for which it is given and the person to whom the proxy is entrusted. If a Director wishes to vote by proxy, the Director shall deliver that proxy to the Secretary of the Association prior to the start of the Board meeting at which the issue is to be considered.

Section 6. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 7. Any Director may be removed from office at an Annual Meeting or at a Special Meeting of the members called for such purpose, with notice as provided in Article IV hereof, by the vote of members owning at least three-fourths (3/4) of the ownership interest in the common elements or areas.

Section 8. Directors shall receive no compensation for their services as Directors. However, membership on the Board of Directors shall not preclude qualified individuals from employment in their professional capacity by the Board, with appropriate compensation.

Section 9. The Board shall have no authority to approve or authorize any capital expenditure in excess of $10,000 except in the event of an emergency, nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval of a majority of the Unit Owners. For purposes of this Section 9, an emergency shall mean a condition necessitating immediate repairs that cannot await a meeting of the Members, as the Board may determine in its sole discretion.

Section 10. The Board may appoint one or more standing or *ad hoc* committees and delegate such tasks to those committees as it deems appropriate. The committees may not act on behalf of the Association or legally bind the Association without specific authorization and instruction from the Board. Any Unit Owner or any resident of a unit, whether or not an owner of that unit, is eligible for appointment to a committee.

ARTICLE VI
Officers

Section 1. The officers of the Association shall be a President, a Secretary, a Treasurer and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at each Annual Meeting of the Board of Directors and shall hold office at the pleasure of the Board.

Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Section 3. Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a corporation without capital stock, including, but not limited to, as follows:

(a) The President shall be a Director and shall preside at all meetings of the Members and of the Board of Directors;

(b) The Secretary shall keep Minutes of all Meetings of the members and of the Board of Directors and shall have custody of the Association seal and have charge of the membership transfer books and such other books, papers and documents as the Board of Directors and these By-laws may prescribe;

(c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose;

(d) The same person may be elected and serve as Secretary and Treasurer.

Section 4. The officers shall receive no compensation for their services as Officers except as expressly provided by a resolution duly adopted by the members.

ARTICLE VII
Fiscal Management

Section 1. The Fiscal year of the Association shall begin on the first day of January each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

Section 2. 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 a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the corporation for such prior fiscal year.

Section 3. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meets its expenses for such year, including but not limited to the following terms:

(a) Management and administrative expenses;

(b) The estimated cost of repairs, maintenance and replacements of common elements and areas;

(c) The cost of such 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 replacements; and

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

Not later than sixty (60) days prior to the commencement of each fiscal year, the Board shall cause an annual budget to be prepared and adopted by the Board based upon its estimates of annual expenses, and copies of such budgets shall be furnished to each Member.

On or before the first day of each month of the fiscal year covered by such annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the annual budget as membership assessments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the common elements or areas.

Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous annual budget including any amendments thereto.

If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these By-laws, or are otherwise available at law or in equity for the collection of all unpaid assessments. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorneys' fees without foreclosing or waiving the lien securing same.

Section 4. If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Any mortgagee of a unit may file a copy of its mortgage with the President and the Secretary shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, and upon the request of the mortgagee, the Board of Directors shall be required (1) to notify the mortgagee of any Unit Owner who is in default in the payment of monthly assessments or other amounts due the Association and the mortgagee at its option

may pay the delinquent amounts, and (2) to send to the mortgagee a copy of any notice to the mortgagor of default or violation of the condominium documents, or any proceedings by the Association relating thereto.

ARTICLE VIII
Rules and Regulations

Section 1. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the buildings and common areas and facilities of said project, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part such reasonable rules and regulations, governing the operation and use of the property or of the common elements or areas as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and By-laws. Such General Rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the property.

Section 2. Violation of Rules. Upon any violation of the Declaration, By-laws, or Rules and Regulations, the offending party and owner (including any owner, tenant, lessee, licensee, guest or invitee and the owner of any unit in which the violation is occurring or has occurred) shall be given written notice by the Board by mail or by hand delivery of the violation committed and the necessary corrective action that is required, and, if such violation continues beyond the tenth day after the mailing of delivery of said notice, the offending party and the owner shall each pay a penalty of twenty dollars ($20) per day to the Association until the violation is corrected. The mailing of the notice or date of hand delivery shall constitute the commencement of the ten (10) day period. The owner shall be responsible for all payments due from the offending party(s).

Section 3. Hearing. Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 4. Costs and Expenses. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association collecting any delinquent assessments or fees against such unit, foreclosing its lien therefore, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, By-laws or Rules and Regulations against such owner or any occupant of such Unit.

Section 5. Lien. If any Unit Owner shall fail or refuse to make payment of the proportionate share of the common expenses or any other amount payable to the Association under the Declaration, By-laws or Rules and Regulations, when due, the amount thereof shall

bear interest at the rate of 18% per annum and, together with such interest, shall constitute a lien on the Unit of such Member. The Board of Directors shall have the authority on behalf of the Association to exercise and enforce any and all rights and remedies provided in the Declaration, By-laws, or Rules and Regulations, or otherwise available at law or in equity, for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if available, all possessory remedies under the Forcible Entry and Detainer laws of Maine.

In any action to foreclose the lien against any Unit Owner, the Association may represent itself through its President in like manner as any mortgagee of real property. The President, or Board of Directors acting on behalf of the Unit Owners, shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent after such Unit sale or foreclosure, together with all costs and reasonable attorneys' fees. Suit to recover a money judgment for unpaid common expenses may be maintainable with all costs and reasonable attorneys' fees without foreclosing or waiving the lien securing the same.

Section 6. Accessory Dwelling Units. The single unit buildings are permitted to have an Accessory Dwelling Unit (ADU), provided said ADU is constructed behind the rear building setback line and it shares a driveway with the single unit that it is accessor to.

ARTICLE IX
Use and Occupancy Restrictions

Section 1. No unit shall be used for any other purposes than as a private dwelling for the member and his immediate family or by a person and such person's immediate family to whom the member shall have leased the Unit subject to all of the provisions of these By-laws and the Declaration. No member nor a lessee of any member shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or the contents thereof or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property. No residential Unit may be leased or rented for transient purposes, such as through Airbnb or VRBO, and no residential Unit may be leased for an initial lease term of less than three (3) months. Time-sharing of any unit is prohibited. Any lease, rental or tenancy of any Unit or any interest therein to any lessee or tenant shall be subject and subordinate to all of the provisions of the Declaration and these By-laws, as the same may be amended from time to time. Any Unit Owner leasing or renting any Unit shall provide a copy of the Declaration, these By-laws and any rules and regulations to such lessee or tenant but the failure to provide copies of the Declaration, By-laws and any rules and regulations shall not affect the Association's ability to enforce the provisions thereof against such lessee or tenant.

Section 2. Each member shall maintain his own Unit in good condition, order and repair at his own expense. No Unit Owner shall display, hang, store or use any signs or articles

whatsoever on the outside of his Unit nor in any window or doorway other than such draperies, curtains or shades as may be permitted in accordance with the rules and regulations established by the Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of their unit, or install outside of his Unit any canopy, awning, covering, or structure or addition of any kind whatsoever without the prior written consent of the Board.

Section 3. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Board. No articles of personal property belonging to any Unit Owners shall be stored in any portion of the common elements or areas except in the storage area specifically designated for the respective Unit Owner by the Board or the Manager.

Section 4. No member shall overload the electrical wiring in the building or operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, any unreasonable disturbance or make any alterations to or connections with the heating, electrical or plumbing systems without the prior written consent of the Board.

Section 5. No member shall make structural changes to the unit without the approval of the Board of Directors. Non-structural changes are permitted so long as they are contained within the Unit. Rules and regulations may provide for exclusivity in the common areas immediately adjacent to each Unit.

ARTICLE X
Amendment

These By-laws may be amended or modified at any time, or from time to time, by the action or approval of not less than seventy-five percent (75%) of the nit owners; provided that no amendment or modification shall violate any applicable law or regulation.

ARTICLE XI
Liability of Officers

Section 1. No director of officer of the Association shall be liable for acts or defaults of 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 2. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence in the

performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representative of such person.