BYLAWS

OF

MICHAEL'S PLACE
Homeowners Association

BYLAWS OF MICHAEL'S PLACE HOMEOWNERS ASSOCIATION WELLS, MAINE

Table of Contents

ARTICLE I	NAME, SEAL AND OFFICES
Section 1	Name
Section 2	Offices
ARTICLE II	PLAN OF OWNERSHIP
Section 1	Plan of Ownership
Section 2	Applicability of Bylaws
Section 3	Personal Application
ARTICLE III	DEFINITIONS
Section 1	Definitions
ARTICLE IV	MEMBERSHIP
Section 1	Qualification
Section 2	Subject to Assessment
Section 3	Suspension
ARTICLE V	PROPERTY RIGHTS
Section 1	Member's Rights
Section 2	Delegation
ARTICLE VI	PURPOSES AND POWERS
Section 1	General
Section 2	Common Properties
Section 3	Maintenance
Section 4	Disposition of Assets
Section 5	Mergers and Consolidations
ARTICLE VII	MEMBERS
Section 1	Eligibility

Section 2	Voting
Section 3	Votes in the Event of Multiple Ownership
Section 4	Annual Meeting
Section 5	Place of Meeting
Section 6	Special Meeting
Section 7	Notice of Meeting
Section 8	Waiver of Notice
Section 9	Order of Business
Section 10	Parliamentary Procedure
Section 11	Quorum
Section 12	Proxies

ARTICLE VIII BOARD OF DIRECTORS

Section 1	Function, Number and Qualification
Section 2	Powers and Duties
Section 3	Management
Section 4	Removal of Directors
Section 5	Vacancies
Section 6	Organization Meeting
Section 7	Regular Meetings
Section 8	Special Meetings
Section 9	Waiver of Notice
Section 10	Quorum of Board of Directors
Section 11	Compensation
Section 12	Liability of the Board of Directors
Section 13	Fiscal Year
Section 14	Administrative Duties

ARTICLE IX OFFICERS

Section 1	Designation
Section 2	Election of Officers
Section 3	Removal of Officers
Section 4	President
Section 5	Vice President
Section 6	Secretary
Section 7	Treasurer
Section 8	Signatories to Documents
Section 9	Compensation of Officers

ARTICLE X OPERATION OF THE PROPERTIES

Section 1	Determination of Common Expenses
Section 2	Payment of Assessments
Section 3	No Waiver of Liability for Assessments

Section 4	Non-Liability after Conveyance
Section 5	Successor's Liability for Assessments
Section 6	Default in Payment of Assessments
Section 7	Foreclosure of Liens for Unpaid Assessments
Section 8	Maintenance, Repair and Replacements
Section 9	Water Charges and Sewer Charges
Section 10	Electricity
Section 11	Limitation on Expenditures
ATRICLE XI	USE OF PROPERTY
Section 1	Restrictions on the Use of Properties
Section 2	Rules and Regulations
Section 3	Abatement and Enjoinment of Violations
ARTICLE XII	MORTGAGES
Section 1	Notice to Association
Section 2	Statement of Assessment or Common Charges
Section 3	Notice of Default
ARTICLE XIII	INSURANCE
Section 1	Coverage
Section 2	Liability Insurance
Section 3	Workmen's Compensation Insurance
Section 4	Other Insurance
ARTICLE XIV	RECORDS
Section 1	Records
Section 2	Statement
Section 3	Examination of Records
ARTICLE XV	PROXIES
ARTICLE XVI	AMENDMENT TO BYLAWS
Section 1	Method of Amendment
Section 2	Recording of Amendment
Section 3	Effect of Amendments Upon Encumbrances
ARTICLE XVII	INVALIDITY, CONFLICT AND WAIVER
Section 1	Invalidity
Section 2	Conflict

Section 3 Waiver

ARTICLE XVIII DRAINAGE EASEMENTS

Section 1 Maintenance

ARTICLE XIX MISCELLANEOUS

Section 1 Notices
Section 2 Captions
Section 3 Gender
Section 4 Tort Liability

BYLAWS

OF

MICHAEL'S PLACE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND OFFICES

Section 1. Name: The name of this corporation is MICHAEL'S PLACE HOMEOWNERS ASSOCIATION ("Association").

Section 2. Offices: The principal office of the Association shall be at 65 Avenue A, Acton, Maine, or at such other place as the Board of Directors may from time to time designate.

ARTICLE II

PLAN OF OWNERSHIP

Section 1. Plan of Ownership: The Property is located at Guillemette Street in the City of Sanford, County of York and State of Maine as more particularly described on plan entitled "Subdivision Plan Of Guillemette Street Private Way Michael's Place Subdivision" dated May 11, 2023 and recorded in the York County Registry of Deeds at Plan Book 439, Page 32, (the "Plan") and will be submitted to the provisions of the Michael's Place Declaration of Covenants and Restrictions (the "Declaration") and will be plotted into Lots and Common Properties in accordance with the said recorded Plan creating a system of ownership and enjoyment over the Common Properties, and of each Lot being subject to a reciprocal obligation to contribute Assessments for the maintenance and operation of the Common Properties.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Property and to the use, operation, maintenance and occupancy thereof.

Section 3. Personal Application: All present and future Owners, mortgagees, lessees, and occupants of the Lots and their employees' and any other Person who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration, and to the Rules and Regulation established by the Board of Directors as hereinafter set forth. The acceptance of a deed or conveyance or membership privileges or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted and will be complied with.

ARTICLE III

DEFINITIONS

Section 1. Definitions: The definitions of words and terms contained in the Declaration shall apply to those words and terms as used in these Bylaws. In the event of any conflict or inconsistency between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IV

MEMBERSHIP

Section 1. Qualification: Every Person who is an Owner of a Lot shall be a Member of the Association.

Section 2. Subject to Assessments: The rights of membership are subject to the payment of annual and special Assessments levied by the Association and imposed against each Member and Owner and become a lien upon the property against which such Assessments are made and the personal obligation of the Member.

Section 3. Suspension: The membership rights of any Member may be suspended by action of the Board of Directors during the period in which any Assessment remains unpaid except that a first mortgagee will not be precluded from exercising any of its rights under the mortgage; but, upon payment of such Assessment, his rights and privileges shall be automatically restored. If the Directors have adopted and published Rules and Regulations governing the use of the Common Properties and the personal conduct of any Person thereon, as provided herein and in the Declaration, they may, in their discretion, suspend the rights of any such Person for violation of such rules and regulations for a period not to exceed thirty (30) days in addition to the period during which such violation continues, and may also levy the charges provided in Article XI, Section 3 hereof.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Member's Rights: Each Member shall be entitled to the use and enjoyment of the Common Properties.

Section 2. Delegation: Any Member may share his rights of enjoyment in the Common Properties with the members of his family who reside upon the Property or delegate said rights to any of his tenants. The rights and privileges of such persons are subject to suspension under Article IV, Section 3 to the same extent as those of the Member.

ARTICLE VI

PURPOSES AND POWERS

The corporation shall operate on a not-for-profit basis in accordance with its Articles of Incorporation. The corporation will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

Section 1. General: To promote the health, safety, and welfare of the residents within the Property.

Section 2. Common Properties: To own the Common Properties. The Common Properties consist of Guillemette Street and its related stormwater management facilities including all culverts, storm drain pipes, catch basins and filtration basins.

Section 3. Maintenance: To maintain Guillemette Street and its related stormwater management facilities including all culverts, storm drain pipes, catch basins and filtration basins.

Section 4. Disposition of Assets: To mortgage, pledge, hypothecate or otherwise grant any form of security interest in and to the Common Properties or any other assets of the Association and to dispose of its assets.

Section 5. Mergers and Consolidations: Subject to the provisions of the Declaration or any supplemental declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII

MEMBERS

Section 1. Eligibility: Membership in the Association shall be in accordance with Article IV of these Bylaws.

Section 2. Voting: Each Lot shall be entitled to one vote. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all members for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 3. Votes in the Event of Multiple Ownership of a Lot: In the event a Lot is owned by more than one person, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. An Owner of a Lot may permit any other Owner of the Lot to vote his interest by furnishing the other Owner with a proxy. In the absence of any proxy, a vote for a whole Lot cast by an Owner shall be held to be by valid proxy of the other Owners, unless challenged at the time the vote is cast.

Section 4. Annual Meetings: Annual meetings shall be held on the third Tuesday of each January. There shall be elected by ballot of the members eligible to vote, a Board of Directors in accordance with the provisions of Article VIII, Section 1 of these Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

Section 5. Place of Meetings: Meetings of the Members shall be held at the principal office of the Association or such other suitable place convenient to the Members as may be designated by the President.

Section 6. Special Meetings: It shall be the duty of the President to call a special meeting of the members when so directed by resolution of the Board of Directors or upon petition signed by not less than 25% of the votes in the aggregate of each class of Members eligible to vote. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Notice of Meetings: It shall be the duty of the secretary to mail notice of each annual meeting at least ten (10) days but not more than thirty (30) days and each special meeting at least three (3) and no more than fourteen (14) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, as recorded on the records of the Association, at the Lot address or at such other address, including email address, as such member shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 8. Waiver of Notice: Any Member may at any time waive notice of any meetings of the Members in writing, and such waiver shall be deemed equivalent to the giving of such notice. Presence by a Member at the meeting will be considered a waiver of the right to such notice.

Section 9. Order of Business: The order of business at all meetings of the Members shall be as follows, to the extent required:

(a) Roll Call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Board of Directors.
(f) Report of Committees.
(g) Set number of Board Directors.
(h) Election of the Board of Directors
(i) Unfinished Business.
(j) New Business.
(k) Adjournment.

Section 10. Parliamentary Procedure: At all meetings of the Members or of the Board of Directors, Roberts' Rules of Order, as to such date amended, shall be followed, except in the event of conflict, in which case these Bylaws or the Declaration, as the case may be, shall prevail.

Section 11. Quorum: Fifty percent (50%) of all Members eligible to vote and present in person or by proxy shall constitute a quorum at any meeting of the Members.

Section 12. Proxies: Votes may be cast in person or by proxy. A Member eligible to vote may designate any person, who need not be a Member to act a proxy. The designation of any such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written notice to the secretary by the Member designating the proxy.

ARTICLE VIII

BOARD OF DIRECTORS

Section 1. Function, Number and Qualification: The affairs of the Association shall be governed by a Board of Directors who shall be Members of the Association. The initial Board of Directors shall consist of at least three (3) and not more than five (5) directors who shall hold office until the election of their successors. The directors shall hold office until their successors have been elected and have held their first meeting. The members shall set the number of directors at each annual meeting.

Section 2. Powers and Duties: The Board of Directors shall have the powers and

duties necessary for the administration of the affairs of the Association and shall do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Members. Such power and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Properties, and such duties with respect to the Lots as are provided in the Declaration.

(b) Determination of an annual budget and the Common Expenses required for the affairs of the Association.

(c) The establishment, levying, assessment and collection of annual and special Assessments and Common Charges from the Members.

(d) The employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Properties.

(e) Opening of bank accounts in the name of the Association and designating the signatories required therefore.

(f) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, lots offered for sale or lease, or surrendered by their Owners to the Board of Directors or to the Association.

(g) Purchasing of Lots, including at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise.

(h) Selling, leasing, subleasing, mortgaging, voting the votes appurtenant to (other than for the election of the Board of Directors) or otherwise dealing with Lots acquired or leased by the Association or its designee, corporate or otherwise, on behalf of all Members.

(i) Organizing corporations to act as designees of the Association in acquiring title to or leasing Lots.

(j) Leasing, subleasing, or entering into agreements including concession agreements for all or part of the Common Properties for the benefit of the Members.

(k) Obtaining and maintaining insurance on the Common Properties.

(l) Making of repairs, additions, improvements or alterations to and restoration of the Properties.

(m) Leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Members.

(n) Adopting, amending and promulgating reasonable Rules and Regulations governing the conduct of all persons on the Property and the operation and use of the Property. The Board shall have the power to levy charges against the Members for violation thereof, for which they are responsible, provided that no such levy may be for more than $25.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of such charges may be enforced against the Member or Members responsible as a Common Charge.

(o) The Board of Directors may also enforce, by any legal means, the provisions of the Declaration, the Bylaws, and the Rules and Regulations for the use of the Property.

(p) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond, as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

Section 3. Management: The Board of Directors may employ or enter into a contract or agreement with a Manager for the properties, at a compensation or consideration established by the Board, to perform such duties and services as the Board shall authorize. The Board of Directors may authorize such Manager to perform all of the duties set forth in Section 2 and other duties consistent therewith, but shall not delegate to the Manager the powers of the Board of Directors set forth in sub-section (b), (f), (g), (h), and (m), and with respect to officers, (p) of Section 2.

Section 4. Removal of Directors: At any regular or special meeting of the members, any one or more of the Board of Directors may be removed with cause, by a majority vote of the Members eligible to vote, following notice thereof in the call of the meeting and a successor or successors may then and there or thereafter be elected by such eligible Members to fill the vacancy thus created.

Section 5. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a director by vote of the Members eligible to vote shall be filled by vote of a majority of the remaining directors at a regular or special meeting of the Board of Directors held promptly after the occurrence of any such vacancy, even though the Directors present at such meeting shall constitute less than a quorum and each person so elected shall be a director for the remainder of the term of the director so replaced, and until his successor shall be duly elected.

Section 6. Organization Meeting: The first regular meeting of the Board of Directors following a meeting of the Members at which directors are elected, shall be held within ten days thereafter at such time and place as shall be fixed by the directors at such meeting. No notice shall be necessary to the Board of Directors in order legally to constitute such a meeting, providing a quorum shall be present at such first regular meeting.

Section 7. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the secretary to each director personally or by mail or telegraph at least three days prior to the day named for the meeting.

Section 8. Special Meetings: Special meetings of the Board of Directors may be called by the president of three days' notice to each director, given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least two directors.

Section 9. Waiver of Notice: Any director of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 10. Quorum of Board of Directors: At all meetings of the Board of Directors, the presence of a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 11. Compensation: No director shall receive any compensation from the Association for acting as a director.

Section 12. Liability of the Board of Directors: The directors shall not be liable to the Association or to any Member for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The Association shall defend, indemnify and hold harmless each of the directors against all liability arising out of their conduct on behalf of the Association, unless such conduct shall have been willful misconduct. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Association (except as Members). The directors may have the Association provide insurance; covering liability of directors of the Association and the premiums therefore shall be a Common Expense.

Section 13. Fiscal Year: The Board of Directors shall establish a fiscal year.

Section 14. Administrative Duties: It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the Members entitled to vote.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) To fix the amount of annual and special Assessments against each Lot and Member at least thirty days in advance of the date of their commencement; and

(d) Cause to be prepared, a roster of Members, Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member or his designee; and

(e) Cause to be sent written notice of each Assessment to every Member subject thereto.

(f) To issue, or to cause an officer or Manager to issue, upon demand by any Member, mortgagee, prospective purchaser or prospective mortgagee, a certificate setting forth whether any Assessment has been paid. Such certificate shall be conclusive evidence of any unpaid or paid Assessment therein stated.

ARTICLE IX

OFFICERS

Section 1. Designation: The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The president shall be elected by the Board of Directors from among the Board. The Board of Directors may elect a vice president, a treasurer, and assistant treasurer, a secretary, an assistant secretary and such other officers as in its judgment may be necessary, who need not be Members. Any corporate, partnership or fiduciary Member may designate or replace from time to time any of its officers, employees or agents who shall be eligible for such election.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause and his successor elected ay any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President: The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, organized under the laws of the State of Maine including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the

Association.

Section 5. Vice President: The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the board to act in the place of the president on an interim basis. The vice president shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the president.

Section 6. Secretary: The secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors and these bylaws may direct; he shall give all notices required by the bylaws unless otherwise provided; and he shall, in general, perform all the duties incidental to the office of secretary of a corporation organized under the laws of the State of Maine.

Section 7. Treasurer: The treasurer shall have responsibility for Association funds and securities and shall cause the financial records and books of account in books belonging to the Association to be kept. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Maine.

Section 8. Signatories to Documents: All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers: No officer shall receive any compensation from the Association for acting as such.

ARTICLE X

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Property, determine the amount of the Assessments payable by the Members to meet the Common Expenses and allocate and assess such Assessments among the Members. The Board of Directors shall advise all Members promptly, in writing, of the amount of Assessments payable by each of them, respectively, as determined by the Board of Directors, and shall furnish copies of the budget on which such Assessments are based to all Members and mortgagees upon request. The Common Expenses shall include, among other things:

(a) The cost of repairs and maintenance of the Common Properties and appurtenant interests;

(b) All insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to Article XIII and Article VIII, section 12;

(c) Such amounts as the Board of Directors may deem proper for the operation of the Properties, including without limitation an amount for its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common Expenses for any prior year;

(d) Expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Members;

(e) Any other expense in connection with the Common Properties or improvements, which the Board of Directors deems to be of mutual benefit to the Members.

Section 2. Payment of Assessments: All Members shall be obligated to pay the Assessments annually or at such other time or times as the Board of Directors shall determine.

Section 3. No Waiver of Liability for Assessments: No Member may exempt himself from liability for Assessments by Waiver of the use or enjoyment of any of the Common Properties, by abandonment of his Lot, by suspension of his use of the Common Properties pursuant to the Bylaws or Rules and Regulations or for any other reason whatsoever.

Section 4. Non-Liability After Conveyance: No Member shall be liable for the payment of any Assessment against his Lot levied subsequent to the recording in the York County Registry of Deeds of the deed or assignment implementing the transfer or other conveyance of his Lot made pursuant to the provisions of these Bylaws.

Section 5. Successors' Liability for Assessments: A Person who acquires a Lot shall be liable for, and the Lot shall be subject to a lien for, any unpaid Assessments against the Lot, but not in excess of the amount set forth in a statement provided pursuant to Article XII, Section 2, or Article VIII, Section 14 (d) hereof.

Section 6. Default in Payment of Assessments: In the event of default by any Member in paying to the Association any Assessment as determined by the Board of Directors, such Member shall be obligated to pay interest, from the due date thereof until collected, at the rate of eighteen (18%) percent per annum on such Assessment, including, at the option of the Board of Directors any portion thereof which has been levied but is not yet due and payable. Such Member shall also be obligated to pay all

expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid Assessment. The Board of Directors shall collect such Assessment, together with interest thereon, and the expenses of the proceeding including such attorneys' fees, by an action to recover the same brought against such Member, or by foreclosure of the lien on such Lot under powers granted by the Declaration. The use of recreational facilities by any Member entitled to such use may be suspended by action of the Board of Directors during the period when any Assessment remains in default.

Section 7. Foreclosure of Liens for Unpaid Assessments: In any action brought by the Association to foreclose a lien on a Lot because of any unpaid Assessments, the Owner shall be required to pay reasonable rental for the use of his Lot and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association acting on behalf of all Members, shall have power to purchase such Lot at the foreclosure sale. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the liens securing the same.

Section 8. Maintenance, Repair and Replacements:

(a) Common Properties: The Association shall maintain, repair and replace all of the Common Properties. In the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Member, such expense may, in the discretion of the Board of Directors, be charged to such Member as a Common Charge.

(b) Lots: Each Owner shall maintain, repair and replace, at his own expense, all portions of his Lot. Each Owner shall be responsible for damages to any other Lot or to the Common Properties caused intentionally or by his failure to properly maintain, repair, or make replacements to his Lot.

Section 9. Utility Charges and Sewer Charges: (Reserved)

Section 10. Electricity: Electricity shall be supplied by the public utility company serving the area directly to each Lot, and any Common Properties, the exclusive use of which is reserved to such Lot, through a separate meter, and each Owner shall be required to pay the charges for such meter. The electricity serving the remaining Common Properties shall be metered separately, and the Association shall pay all charges for such meters as a Common Expense.

Section 11. Limitation on Expenditures: Any provisions contained in these Bylaws to the contrary notwithstanding, the power of the Association and its Board of Directors to expend any amount or incur a contractual obligation in any amount in excess of the annual budget shall be limited to One Thousand Five Hundred Dollars ($1,500.00).

ARTICLE XI

USE OF PROPERTY

Section 1. Restrictions on the Use of Properties: The use of the Property shall be in accordance with the provisions of the Declaration and in accordance with the Rules and Regulations as they may be amended from time to time.

Section 2. Rules and Regulations: Rules and Regulations concerning the use of the Lots and the Common Properties may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Member prior to the time the same shall become effective.

Section 3. Abatement and Enjoinment of Violations: The Violation of any Rule or Regulation adopted by the Board of Directors or the breach of any obligation or covenant contained in the Bylaws or Declaration, shall give the Board of Directors the rights, in addition to any rights set forth by these Bylaws:

(a) To enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Member, together with attorneys' fees and costs.

(c) If personal conduct of any person violates the Rules and Regulations, to suspend any such person from the use of the Common Properties for violation of such Rules and Regulations for a period not to exceed thirty (30) days, in addition to the period during which the violation continues.

(d) To levy summary charges against a Member for such violation, in addition to such damages as may be incurred, in an amount not to exceed Twenty Five ($25.00) Dollars for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages and/or summary charges may be enforced against the Member or Members involved as if the charge were a Common Charge owed by the particular Member or Members.

ARTICLE XII

MORTGAGES

Section 1. Notice to Association: An Owner who mortgages his Lot or the mortgagee shall notify the Association of the name and address of the mortgagee. The

Association shall maintain such information in a file entitled "Mortgages of Lots."

Section 2. Statement of Assessment or Common Charges: The Association, whenever so requested in writing by an Owner, a prospective Owner, a mortgagee, or a prospective mortgagee of a Lot, shall promptly report any then unpaid Assessments or Common Charges due from, or any other default by, the then present Owner.

Section 3. Notice of Default: The Association, when giving notice to an Owner of a default in paying Assessments or Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot if the name and address of such mortgagee has previously been furnished to the Association.

ARTICLE XIII

INSURANCE

Section 1. Coverage: To the extent available, the Association shall obtain and maintain insurance coverage as set forth in Sections 2 and 3 hereof. All insurance affecting the Property shall be governed by the provisions of this Article. Premiums for insurance obtained by the Association shall be a Common Expense.

Section 2. Liability Insurance: The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage on and to the Property in such amounts as the Board of Directors may from time to time determine, insuring the Association, the Board of Directors, the Manager (at the discretion of the Board of Directors), and each Member with respect to his liability arising from membership in the Association or ownership, maintenance or repair of the Property which is the responsibility of the Association including, without limitation, liability arising from construction operations. Such liability insurance shall also cover cross-liability claims among insureds and the Association. The Board of Directors shall review said policies at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Member or any occupants or Owners of any improvements when such act or neglect is not within the control of the Association;

(b) That the insurance shall not be affected or diminished by failure of any Member or any occupants or owner of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts against the Association and the Members.

Section 3. Workmen's Compensation Insurance: If required by law, the Board of Directors shall obtain and maintain Workmen's Compensation Insurance to meet the

requirements of the laws of the State of Maine.

Section 4. Other Insurance: The Board of Directors is authorized to obtain and maintain such other insurance, as it may from time to time deem appropriate.

ARTICLE XIV

RECORDS

Section 1. Records: The Association shall keep detailed records of the actions of the Board of Directors and the Manager, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, names of the Members and mortgagees, and financial records and books of account for the Property, including chronological listing of receipts and expenditures, as well as a separate account for each Lot, which, among other things shall contain the amount of each assessment or Common Charge against such Lot, the date when due, the amount paid thereon, and the balance remaining unpaid. Unless the Owner notifies the Association of change in ownership, the Association may rely on the names of Owners appearing on the municipal tax assessor's list as of the last municipal assessment date.

Section 2. Statement: A written report and statement summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Members at least annually.

Section 3. Examination of Records: Each Owner and mortgagee shall be permitted to examine the books of account of the Association at the Association's office and at reasonable times on business days.

ARTICLE XV

PROXIES

At all corporate meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.

ARTICLE XVI

AMENDMENT TO BYLAWS

Section 1. Method of Amendment: These Bylaws may be altered, amended or added to at any duly called meeting of the Members provided:

(a) That notice of the meeting is given to all Members, which notice shall contain a substantial statement of the proposed amendment;

(b) That the amendment is approved by the Board of Directors of the Association;

and

(c) That the amendment is approved by a majority of Members entitled to vote at such meeting.

Section 2. Recording of Amendment: No Amendment shall be effective until recorded in the York County Registry of Deeds.

Section 3. Effect of Amendments Upon Encumbrances: No amendment or modification of the Bylaws will affect or impair the validity or priority of any mortgage encumbering a Lot or Lots, nor the validity or priority of any other lien.

ARTICLE XVII

INVALIDITY, CONFLICT AND WAIVER

Section 1. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws, and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision has never been included herein.

Section 2. Conflict: These Bylaws are set forth to comply with the requirements of the Maine Non-profit Corporation Act and the Declaration. In the event of any conflict between these Bylaws and the provision of such Act or of the Declaration, the provisions of such Act, or of the Declaration, as the case may be, shall control. In the event, an amendment to the Bylaws conflicts with the terms of the Declaration and the Declaration is not amended so as to be consistent with the amended Bylaws, then, to the extent of said conflict, the latest amendment shall control.

Section 3. Waiver: No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same in any instance.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Notices: All notices hereunder shall be sent by mail to the Association at its offices, 65 Avenue A, Acton, Maine 04001; to Owners to the building erected on their Lot, or to such other address as may have been designated by a Member from time to time in writing to the Association; to mortgagees at their addresses as designated by them from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address, which shall be deemed to have been given when received.

Section 2. Captions: The captions herein are inserted as a matter of convenience

and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender: The use of the masculine gender shall be deemed to include the feminine and neuter gender, the use of singular shall be deemed to include the plural, and vice versa, when the context so requires.

Section 4. Tort Liability: Each Member shall be deemed to have released and exonerated each other Member and the Association, and the Association shall be deemed to have released and exonerated each Member from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by a Member or by the Association.

March 27, 2026 s/ Scott McLeod