MITCHELL HILL HOMEOWNERS ASSOCIATION
CASCO, MAINE
BY-LAWS

ARTICLE I
NAME

The name of this Association shall be MITCHELL HILL HOMEOWNERS ASSOCIATION.

ARTICLE II
MEMBERSHIP

SECTION 1. Defined. Members of the Association shall be the owners of record of lots in Mitchell Hill subdivision, Casco, Maine as shown on a Plan of Mitchell Hill Estates recorded in Plan Book 206, Page 106 of the Cumberland County Registry of Deeds, as it may be amended (the "Plan").

An owner shall be defined as the owner (s) of record of any residential lot numbered 26-1 through 26-22 described on the aforementioned Plan. Each owner of a lot shall automatically become and be a member of the Association as long as he/she continues as the owner of a lot. Upon termination of interest of an owner in a lot, his/her membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of his/her lot succeeding him/her in interest.

ARTICLE III
MEETINGS

SECTION 1. Annual Meeting. The annual meeting of the members of the Association shall be held on the second Sunday of July in each year at 1:30 p.m., unless a different hour is fixed by the Directors and stated in the notice of the meeting. The purpose for which the annual meeting is to be held, in addition to those prescribed by law, the Articles of Incorporation, or by these By-Laws, may be specified by the Directors or the President provided that such purpose is set forth in the notice of meeting.

SECTION 2. Special Meetings. Special meetings of the members may be called by the President or by the Directors.

SECTION 3. Notice of Meetings. A written notice of every annual or special meeting of the members, stating the place, date and hour thereof, and the purpose for which the meeting is to be held shall be given by the Clerk or by the officer calling the meeting at least fifteen (15) days before the meeting to each member entitled to vote by leaving such notice with him/her or at his/her residence or usual place of business, or by mailing it postage prepaid and addressed to such member at his/her address as it appears upon the books of the corporation. No notice need be given any member if a written waiver of notice, executed before or after the meeting by the member or his/her attorney is filed with the records of the meeting.

SECTION 4. Emergency Meetings. Emergency meetings may be called in the same manner as special meetings. The notice of such meetings shall be given in the same manner as set forth in Section 2, above, except that the notice for such meeting shall be 48 hours. The purpose of a special meeting shall be limited to action on such matters as are necessary to protect the health of members, to provide emergency access to members' property, to prevent further or unnecessary destruction of Association property or to meet other emergencies resulting from unforeseen or unanticipated damage, destruction or catastrophe. The amount of money to be appropriated or expended by the vote at any emergency meeting shall not exceed the total mount of the previous year's expenditures for maintenance.

SECTION 5. Quorums. Fifty percent (50%) of the members shall constitute a quorum for any meeting but a lesser number may adjourn a meeting from time to time without further notice.

SECTION 6. Developer Control. Control of the Association shall be and remain vested in the developer until at least 17 lots at Mitchell Hill estates have been sold, after which the members may exercise control over the Association including election of officers, directors, and adoption of a budget.

SECTION 7. Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. Any action that may be taken at a meeting of members may be taken without a meeting if a consent in writing setting forth the action is signed by all members and filed with the secretary of the Association. Such a consent shall have the same effect as a unanimous vote at a membership meeting.

SECTION 8. Voting.

A. There shall be only one vote per lot as shown on the Plan referred to above, regardless of the number of owners.

B. A vote of the majority of the members present at any meeting shall be sufficient to decide any questions, except amendment of the By-Laws, provided there is a quorum present.

SECTION 9. Annual Budget. No later than thirty (30) days prior to each Annual Meeting of the members of the Association the Board of Directors shall estimate the Association Expenses for the following fiscal year and shall present the estimate to the members at their annual meeting as the proposed budget for such fiscal year. The annual assessment required to meet annual estimated Association Expenses for each fiscal year must be approved by majority vote of the members of the Association at their Annual Meeting held prior to the commencement of the fiscal year to which the estimated budget of Association Expenses applies. If the lot owners disapprove such budget then the budget for the preceding fiscal year shall be the budget for the succeeding fiscal year.

ARTICLE IV
PURPOSE

SECTION 1. Purpose. The purposes of the Association are to maintain roads, utility easements, and other easements; control traffic; maintain stormwater drainage systems and detention ponds; landscape, plant, and maintain areas adjacent to roadways and other common areas; and provide

common services of every kind and nature required or desired within or adjoining the subdivision for the general use and benefit of all lot owners.

SECTION 2. Control of Land. The Association shall assume control of the affairs of the subdivision at such time as the Units in the subdivision have been conveyed to individual Unit owners, and the owners are living in the subdivision.

SECTION 3. Road. As used in these By-Laws: "Road" means, collectively, all the areas shown on the Plan as access roads and identified on the Plan as Mitchell Road and Sky Ridge Drive.

SECTION 4. Responsibilities. The Association shall perform and be responsible for the maintenance, resurfacing, improvement, clearing and repair of, and snow removal from all roads and for the payment of any real estate taxes assessed thereon, and for the cost of any labor, equipment or materials and management related to the Road, drainage area, common facilities and supervision therefore, provided the Town of Casco has the right but not the obligation to maintain, clear, or repair drainage areas in the event of the Association's neglect or refusal to do so upon reasonable request by the Town of Casco.

SECTION 5. Assessments.

A. In furtherance of its purpose, the Association shall have the right to pay all expenses of maintenance, services and taxes assessed by Town of Casco on Association property and for the purpose of meeting these expenses shall have the right to assess the members on an equitable basis.

B. All assessments shall be billed no later than two (2) weeks prior to the commencement of the succeeding fiscal year by the Treasurer of the Association sending the bills therefore to the respective lot owners at the address recorded in the Secretary's records either personally or by placing the bill in the United States mails, postage prepaid, addressed to the Unit owner as aforesaid.

C. All sums so assessed and billed shall become due no later than the commencement of the fiscal year to which the assessment applies. If the assessment to a lot owner is not paid to the Association within thirty (30) days after the date when due, then said assessment shall be delinquent and shall be recoverable by the Association together with interest at the annual rate of eighteen percent (18%), costs of collection and reasonable attorneys' fees provided by the law to the Association.

D. If the Town exercises its right to maintain, clear, or repair drainage under Section 5 above, the association shall pay the Town of Casco its reasonable expenses for such work, and said sum shall be assessed to lot owners in the same manner as other assessments are assessed by the Town of Casco in Section 6A above.

ARTICLE V
DIRECTORS

SECTION 1. Number. There shall be three (3) Directors, one of whom shall be the President of the Association. Two Directors shall be elected at each annual meeting to serve until the next annual meeting and the President shall automatically become a member of the Board of Directors.

SECTION 2. Powers. The business and affairs of the Association shall be managed by the Board of Directors who may exercise all of the powers of the Association except as otherwise provided by law, by the Articles of Incorporation or by the By-Laws. In the event of a vacancy in the Board of Directors, except with regard to the office of President, the remaining Directors may fill the vacancy until the next annual meeting.

SECTION 3. Meetings. Regular meetings of the Directors may be held without call or notice at such places and at such times as the Directors from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the meeting.

Special meetings of the Directors may be held at any time and place designated in a notice by the president or two or more Directors. There shall be no time limit for such notice provided each Director has received actual notice of the meeting.

SECTION 4. Quorum. Three Directors shall constitute a quorum and a vote of a majority of those Directors present shall be sufficient to decide any matter.

SECTION 5. Clerk. The Clerk, or in his/her absence the Treasurer, shall keep a record of all meetings of the members. The Clerk shall maintain an accurate list of members.

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. Except as from time to time otherwise determined by the members, the fiscal year of the Association shall be January 1st to December 31st.

SECTION 2. Seal. The seal of the corporation shall, subject to alteration by the members, bear its name, the word "Maine' and the year of the incorporation.

SECTION 3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the Association in its behalf shall be signed by the President and/or Treasurer or in particular cases as otherwise determined by the members.

SECTION 4. Amendments. These By-Laws may at any time be amended by a unanimous vote of the members present or voting by written proxy provided that notice of the substance of the proposed amendment is stated in the notice of the meeting, and a quorum is present.

ARTICLE VIII
DISSOLUTION

In the event of dissolution of Mitchell Hill Homeowners Association, the net assets after payment of all creditors shall be distributed pro-rata among the members owning lots described in the Plan. Each lot shall receive an equal share in the distribution.

OLANDER GENERAL CONTRACTING, LLC

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Erik Olander, Its Sole Member

State of Maine
County of Cumberland

January _____, 2020

Then personally appeared before me the above-named Erik Olander, in his capacity as sole member of Olander General Contracting, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Olander General Contracting, LLC.

Before me,

_____

Notary Public/Attorney at Law

_____

Printed Name