AMENDED AND RESTATED BYLAWS

OF THE

WINDSWEPT CONDOMINIUM ASSOCIATION

These Amended and Restated Bylaws have been adopted as of the 22nd day of August 2024 by the persons representing 80.5% of the votes allocated to the members of Windswept Condominium Association, and amend, restate and supersede the original bylaws adopted by the Declarant. Initial capitalized terms not otherwise defined herein shall have the meaning assigned in the Declaration of Condominium for the Windswept Condominium dated April 12, 2022, and recorded in the Cumberland County Registry of Deeds in Book 39341, Page 89 (as amended from time to time, the "Declaration").

ARTICLE I
Name, Location. and Fiscal Year

Section 1. Name. The name of the corporation is WINDSWEPT CONDOMINIUM ASSOCIATION (the "Corporation").

Section 2. Location. The principal office of the Corporation shall be located at Gorham, Maine.

Section 3. Fiscal Year. The fiscal year of the Corporation shall, unless otherwise decided by the Executive Board, end December 31.

ARTICLE II
Purposes

Section 1. Purposes. The purposes of said Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 et seq. and to be known as Windswept Condominium (such submission referred to herein as the "Declaration" and to be recorded in the Cumberland County Registry of Deeds) and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose. The Declaration shall be submitted on behalf of Cottage Advisors ME, LLC, or its assigns (the "Declarant") as owner of the said property.

ARTICLE III
Members

Section I. Membership. The owner or owners of record from time to time of each Unit in the Condominium. shall constitute one member of the Association, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Corporation that are set forth in Appendix II of the Declaration. The terms "member" and "Unit Owner" may be used interchangeably herein.

Section 2. Termination of Membership. The membership of each Unit owner shall terminate when he ceases to be a Unit owner, and upon the sale, transfer or other disposition of his ownership interest in the property his membership in the Corporation shall automatically be transferred to the new Unit owner succeeding to such ownership interest.

Section 3. Meetings and Notice. An annual meeting of the members shall be held at 6.00 PM. on a date designated by the Board in the first two weeks of November and will be combined with the annual Budget meeting each year commencing the first year after the turnover date. Special meetings of the members may be called by the President, the Executive Board, or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary or by the property manager not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda. Any notice hereunder may be provided by email or other similar electronic transmission to the extent any member has provided an email address or its equivalent to the Association to be maintained in the records of the Association.

Section 4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast 52.78% percent (19 of 36) of the votes for election of the Executive Board, attending in person or represented by proxy.

Section 5. Turnover Date. The Declarant reserves the right, until the Turnover Date, to appoint and remove officers and directors of the Corporation. The Turnover Date shall be the date on which the Declarant relinquishes all rights to appoint officers and directors as set forth in paragraph 7, section

G of the Declaration. The Declarant may voluntarily surrender the right to appoint officers and directors, in which event it may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Declarant shall give written notice to all members and all eligible holders of mortgages not less than ten (10) days nor more than thirty (30) days prior to the Turnover Date and shall call for a Special Meeting of members on the Turnover Date to elect an Executive Board. Any notice hereunder may be provided by email or other similar electronic transmission to the extent any such member or mortgage holder has provided an email address or its equivalent to the Declarant or to the Association during the period of Declarant Control.

Section 6. **Conference Call or Web Attendance.** Members may participate in a meeting of the members by means of conference telephone, videoconference, web platform or similar remote communications equipment whereby all persons participating in the meeting have full two-way communication with the ability to hear and be heard, and such participation in a meeting shall constitute the attendance in person at such meeting.

ARTICLE IV

The Executive Board

Section 1. Composition. The Executive Board (herein referred to as Directors) shall consist of a number, not less than three nor more than five, which shall be fixed for the ensuing year by the members at the annual meeting.

Section 2. Election and Term. The directors, except as provided in Article III, Section 5 and Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses of members **or domestic partners** or in the case of a Unit owner which is a corporation, partnership, trust or estate. a designated agent thereof. Each Unit shall have one (1) vote for each director at the first annual meeting of members. The term of office of each director shall be fixed at three (3) years, except that the initial directors shall serve for staggered terms so that no more than 50% will have a term expiring in any successive year. The directors shall hold office until their successors have been elected unless a Director provides an effective date of resignation that is prior to the next election.

Section 3. Powers. The business of the Corporation shall be managed by the Executive Board which shall have and may exercise all the powers of the Corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent. Notwithstanding the foregoing, the Board shall have no authority to approve any capital expenditure in excess of $7,500 (unless approved as part of the current year's annual budget) nor to authorize the Corporation to enter into any contract for a term of more than three (3) years except with the approval in writing of all of the members.

Section 4. Meetings of Directors. Meetings of the Executive Board may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Executive Board may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice, but any such notice shall be calculated to inform Unit owners of the date, time and place, as well as the topics to be discussed at such meeting. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Unit owners shall have the right to attend meetings of the Board, subject to reasonable rules established by the Board.

Section 5. **Executive Session.** In accordance with the Maine Condominium Act, sec. 1603-108, at any meeting of the Executive Board, the President may enter the meeting into Executive Session at which only Directors and, at the discretion of the President, certain individuals shall be present. An Executive Session may be called for discussion of sensitive or confidential issues, such as personnel, legal matters, or transaction negotiations. Results of said Executive Session shall, without violation of confidentiality and as appropriate, be recorded in the general minutes of the meeting. A final vote or action may not be taken during an Executive Session.

Section 6. Conference Call or Web Attendance. Directors may participate in a meeting of the

Executive Board by means of conference telephone, videoconference, web platform or similar remote communications equipment whereby all persons participating in the meeting have full two-way communication with the ability to hear and be heard, and such participation in a meeting pursuant to this subsection shall constitute attendance in person at such meeting.

Section 7. Removal. A director may be removed from office only by a majority vote of the Unit owners.

Section 8. Compensation. Directors shall not receive compensation for their services. Directors shall be reimbursed for any out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

Section 9. Quorum and Voting. Attendance by a majority of directors then in office shall constitute a quorum. If a quorum exists, the directors present may take any action so long as they concur.

Section 10. Vacancies. A vacancy in the Executive Board shall be filled by appointment of the Directors and shall hold office for the unexpired term of the director whose place is vacant and until a successor is elected.

Section 11. Repeal of Board Rules. Although the Executive Board is authorized by the Declaration to promulgate reasonable rules and regulations, a petition signed by a majority of Unit owners shall require the Board to reconsider any applicable rule or regulation and if the Board fails to repeal or revise the same in accord with such petition, a special meeting of the Unit owners shall be called within thirty (30) days of the Board's action so that the Unit owners may vote on the action requested by the petition.

ARTICLE V

Officers

Section 1. Designation and Qualification. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Executive Board may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a Unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member but shall be a resident of Maine.

Section 2. Election and Term. All officers shall be elected by the Executive Board at its first meeting following the annual meeting of the members and shall hold office until the first meeting

of the Executive Board following the next annual meeting of members and until their successors are elected.

Section 3. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall have general supervision and control of the business of the Corporation subject to the direction of the Executive Board and shall also have such other powers and duties as the Executive Board may decide. The President shall preside at all meetings of the members and at all meetings of the Executive Board. If the President is absent from any meeting of the members or Executive Board, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Section 4. Treasurer. The Treasurer shall have, subject to the direction of the members or Executive Board, general charge of the financial affairs of the Corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a Unit. The Treasurer shall render to the President and directors, at the regular meetings of the Executive Board, or whenever they may require it, a statement of the accounts of his transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Secretary. The Secretary or designee shall record the proceedings of all meetings of the members and of the Executive Board in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a Unit. The Secretary or designee shall also keep the membership transfer books of the Corporation. He or she or designee shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Executive Board, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

Section 6. Vacancies. A vacancy in any office may be filled by the Executive Board by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

Section 7. **Removal.** All officers may be removed from their respective offices by the Executive Board.

Section 8. Resignation. Any officer may at any time resign his office by a resignation in writing

delivered to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the Corporation. The officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

ARTICLE VI

Assessments

Section 1. Budget. The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the Corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including insurance, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit any surplus or refund any deficit.

Section 2. Payment. The estimated annual budget for each fiscal year shall be approved by the Executive Board, and copies thereof shall be furnished to each member and eligible mortgage holder within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than six (6) nor more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting a majority of all Unit owners reject the

budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Executive Board. On or before the first day of the next quarter and of each succeeding month or quarter of the year covered by the annual budget, each member shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Executive Board. Such proportionate share for each member shall be in accordance with his respective ownership interest in the common areas and facilities. No member shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his Unit or the common areas and facilities.

Section 3. Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon there- after as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended showing the receipts and expenditures and such other information as he may deem desirable.

Section 4. Separate Accounts. The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

Section 5. Additional Assessments. In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Executive Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6. Common Expenses. It shall be the duty of every member to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Association, costs

and reasonable attorney's fees shall constitute a debt secured by a lien on such Unit. The Corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Budget Expenses. The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Corporation for work and expenses provided in the budget and to make payment therefor from the funds of the Corporation.

Section 8. Expenses Assessed Subsequent to Conveyance of Unit. A member may not exempt himself from liability for his shares of common expenses subsequently to be assessed by a conveyance of his Unit to the Corporation, except by approval of all of the other members and their first mortgages.

Section 9. Availability of Documents. The Corporation is required to make available to Unit owners, lenders and the holders, insurers and guarantors of the first mortgage on any Unit current copies of the Declaration, Bylaws and any other rules and regulations governing the condominiums and other books, records and financial statements of the Association, including Executive Board minutes and such other data as required by law. In addition, thereto, the Association shall also make available to prospective purchasers' current copies of the Declaration, Bylaws, other rules governing the condominiums, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

ARTICLE VII
Amendments

Section 1. Amendment of By-Laws. These By-laws may be amended or modified from time to time by action or approval of members representing seventy-five (75) percent of the votes allocated to members, except that no amendment may violate the provisions of Maine Revised Statutes, Title 33, Chapter 31.

Section 2. Amendment of Declaration. The Declaration may be amended in accordance with the terms thereof. The President and/or Treasurer of the Corporation shall execute a certificate setting forth the text of the amendment, which certificate shall be attested by the Secretary and recorded in the Cumberland County Registry of Deeds. Following the recordation of four certificates of

amendment, the next amendment shall be evidenced by recordation of a complete revised Declaration executed in the same manner as a certificate of amendment.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certifies and attest that this Amendment was adopted by written agreement of 80.5% of the Unit Owners in accordance with Article VII (2) of the current Bylaws of the Association.

WITNESS:

WINDSWEPT CONDOMINIUM ASSOCIATION

By: _____
Its: President
Printed Name: Sharon Vieira

WITNESS:

WINDSWEPT CONDOMINIUM ASSOCIATION

_____

By: _____
Its: Secretary
Printed Name:

STATE OF MAINE
COUNTY OF CUMBERLAND

September 19 2024

Personally appeared before me the above-named _____, President of Windswept Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Windswept Condominium Association.

_____
Notary Public/Attorney-at-Law
Print Name:_____
My Commission Expires:_____

STATE OF MAINE

COUNTY OF CUMBERLAND

September 19, 2024

Personally appeared before me the above-named Sharon Vieira, President of Windswept Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Windswept Condominium Association.

Karen M. Walker
Notary Public/Attorney-at-Law
Print Name: Karen M. Walker
My Commission Expires: 11/27/2025

SEAL

Karen M. Walker
Notary Public, State of Maine
My Commission Expires Nov. 27, 2025

Received
Recorded Register of Deeds
Nov 08,2024 11:37:59A
Cumberland County
Jessica M. Spaulding