Re-Recording to add Bylaws. Declaration initially recorded in Book 19491, Page 838 on August 16, 2024

NANCY E HAMMOND, REGISTER OF DEEDS
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DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF JORDAN HEIGHTS SUBDIVISION

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this 16th day of August, 2024, by **TIG ENTERPRISES, LLC**, a Maine limited liability company, with a mailing address of P.O. Box 7, Cornish, ME 04020, hereinafter referred to as the "Declarant".

WHEREAS, Declarant has acquired title to the portion of the land to be subdivided by virtue of a warranty deed from William Dunlay to TIG Enterprises, LLC dated May 16, 2024, and recorded in the York County Registry of Deeds in Book 19436, Page 742, which land is situated on the southerly side of Old High Road, in the Town of Cornish, County of York, and State of Maine, containing 45.80 acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Cornish, which is depicted on the Plan titled "First Amended Subdivision Plan of Oak Grove Estates, Cornish, Maine prepared for Jordan Tree Harvesters, Inc." by Sebago Technics dated February 16, 2022, revised through January 17, 2023, approved by the Town of Cornish Planning Board on January 18, 2023, and recorded on January 19, 2023 in the York County Registry of Deeds in Plan Book 429, Page 26 (the "Plan"); and

WHEREAS, Declarant desires to provide for the improvement of the JORDAN HEIGHTS Subdivision in accordance with a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads, common areas, and general land use, all to assure the purchasers of Lots in JORDAN HEIGHTS Subdivision, their heirs and assigns owning such Lots, that the use, benefit, and enjoyment of the individual Lots, common amenities, facilities, easements, and roads will not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of JORDAN HEIGHTS Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and for the administration and enforcement of same.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions and the common rights and easements, hereinafter

set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations and common easements are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots located thereon, to create mutual, equitable servitudes upon each of the Lots in favor of each and all other Lots therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarant's grantees, successors, administrators, and assigns.

ARTICLE I
Definitions

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

a. Road. All roads and ways as shown on the Plan of "JORDAN HEIGHTS Subdivision", to include "Jordan Heights Drive", which is to be constructed pursuant to the Plan.

b. Declarant. TIG ENTERPRISES, LLC, as aforesaid, and any successor to all of Declarant's right, title, and interest in and to the property.

c. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but not including Declarant.

d. Lot. Lots 2-11 within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.

e. Plan. That Plan labeled "First Amended Subdivision Plan of Oak Grove Estates, Cornish, Maine prepared for Jordan Tree Harvesters, Inc." by Sebago Technics dated February 16, 2022, revised through January 17, 2023, approved by the Town of Cornish Planning Board on January 18, 2023, and recorded on January 19, 2023 in the York County Registry of Deeds in Plan Book 429, Page 26 (the "Plan").

f. Subdivision. The JORDAN HEIGHTS Subdivision as shown on the Plan.

ARTICLE II
Supplemental Declarations

This Declaration may be amended from time to time by Supplemental Declarations duly executed by the JORDAN HEIGHTS Subdivision Homeowners Association pursuant to a two-thirds majority vote of the Owners and recorded in the York County Registry of Deeds, provided however, that so long as Declarant is the owner of one or more of the Lots, it may, in its sole

discretion and without joinder of any owner, amend, revise or abolish any one or more of the provisions of this Declaration Declarant by instrument duly executed and recorded in the York County Registry of Deeds. No such amendment shall render invalid any use of subdivision land within the property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration.

ARTICLE III
Reservations and Exceptions

There is hereby excepted and reserved to the Declarant, the following:

a. Roads. A right-of-way for all purposes over, across and through the Roads, together with the right to install and maintain utility poles and lines and water and sewer lines adjacent to, within or under the traveled portion of said Roads.

b. Change on Master Utilities. Declarant reserves the right to grant easements for utility purposes to enter onto any Lot within fifteen (15) feet of the Road Lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining an underground or an above ground utility therein and to extend, connect to, and use in common any previously installed utility by the Lot Owner providing that promptly after such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

c. Plan Easements. Declarant reserves the right to grant all easements shown on the Plan and all Lots are conveyed subject to the right of Declarant to grant such easement.

d. Title to Roads. Declarant reserves the fee interest in all roads shown on the Plan. Declarant reserves the right to convey to the Town of Cornish, upon acceptance by the Town of Cornish, all Roads shown on the Plan. Such conveyance may be in phases as approved by the Town of Cornish. Alternatively, the Declarant reserves the right to convey to the Association any portion or the entire portion of the roads shown on the Plan.

ARTICLE IV
Common Rights and Easements

Each conveyance of a Lot shall be deemed to be subject to and benefitted by, as the case may be, the following:

a. Access. A right-of-way for all purposes over and along the Roads in the subdivision as said is shown on the Plan, in common with Declarant and in common with the Owners of the other Lots.

b. Plan Easement. All Lots shall be subject to all restrictions, easements and matters shown on the Plan or existing on the face of the earth, including without limitation the perpetual rights of the Declarant, its respective successors and assigns, for the benefit of the Declarant, the Town, all other Lots and all upgradient persons flowing surface water, to construct, use, maintain, and repair all roads, sidewalks, hydrants, drainage, flowage and utility improvements, ditches and swales, and all utility lines, poles, wires, piles, manholes and conduits as shown on or referred to in the Plan approved by the Town of Cornish Planning Board prepared by Sebago Technics including without limitation, the following perpetual rights and easements:

(i) All drainage, grading and vegetative stormwater treatment buffers shown on the Plan.

c. Plan Notes. All General Notes and other matters as shown on the Plan shall be and hereby are deemed to be incorporated in any and all deeds to Lots sold by reference to the Plan and any amendments thereto.

d. Wells. The well and leach field locations are to be set so that there is a minimum of 100 feet of horizontal separation from proposed locations of wells and leach fields for each subdivision lot, unless the Code Enforcement Officer approves an alternative location.

ARTICLE V
Protective Covenants and Restrictions

a. Residential Use. No Lot shall be improved or used except for single family residential purposes, with no more than one principal residence and improvements accessory thereto. The principal residence shall have a minimum habitable floor area of 1,500 square feet, as measured by the area above the continuous foundation. An accessory "in-law" dwelling unit may also be built on the same lot as the principal residence. All houses shall be erected with a continuous foundation and shall include a heating system for year-round occupancy. All houses shall be constructed with at least a two (2) car garage, which may be either above or below grade. No mobile homes or modular homes may be placed on any lots within the subdivision.

b. Road Maintenance. The Declarant shall construct the roadways designated on the Plan, in accordance with the Plans and specifications approved by the Planning Board for the Town of Cornish, Maine. Upon completion of the Roads, the Association shall maintain the Roads.

c. Prohibition on Subdividing Land. No Lot shall be subdivided except for the purpose of conveying portions of a single Lot to abutting Lot Owners for the purpose of increasing the Lot size of said abutting Lot Owners. No conveyance to an abutting Lot Owner

shall be permitted without receipt of all necessary approvals from the Town of Cornish.

d. Design of Dwelling. The design of residential dwelling and other acceptable buildings, including, but not limited to, materials, colors, textures, building shape, roof lines, window treatment, and site orientation shall be of a character harmonious with the natural beauty of the JORDAN HEIGHTS Subdivision environment.

e. Maintenance. All Lots, including the common areas, shall be maintained in a neat, attractive manner and kept in good repair. Every domestic water supply system and sewage disposal system shall be kept and maintained in compliance with all federal, state, and local requirements and in compliance with the provisions of this Declaration.

f. Surface Water. Other than as may be depicted on Plans approved by the Town of Cornish Planning Board, no Owner of a Lot, his agents, or successors in interest shall alter the natural course of surface water on any Lot in a way which would alter the natural flow of such water across any other Lot, unless such alteration is approved by the Owners of all Lots affected.

g. Compliance with Ordinances. All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local, state, and federal laws, codes, ordinances, and regulations.

h. Tree Cutting. Any cutting of trees shall be done in compliance with any State of Maine statute or Town of Cornish ordinance in existence at the time of cutting. Area of tree removal shall be revegetated to the extent practical and in an effort to maintain the natural beauty of the environment. This section shall not preclude the removal of diseased or naturally damaged trees.

i. Completion of Construction. Any construction, including landscaping, commenced on any Lot shall be completed within a period of 18 months from the date construction originally commenced.

j. Animals. The keeping of poultry, swine, dog kennels, livestock, or other animals shall not be permitted on the property except household pets normally housed in a single family residence.

k. Siding and Roofs. No dwelling or other building erected on any Lot will be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with clapboards, shingles, premium vinyl siding or other suitable material. Roofs of all buildings erected on any Lot shall be pitched.

l. Trash. Trash, garbage, and other waste shall be kept in sanitary containers. Trash removal shall be provided by the Town of Cornish.

m. Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any Lot

property located in the subdivision.

n. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.

o. Nuisance. Lot owners shall not engage in, permit or otherwise partake in any offensive, obnoxious, harmful, or illegal activity within their homes, outside their residence or in or on any common areas that may be considered a nuisance under any current or future provision of Maine law or otherwise cause an annoyance or inconvenience to others or disturb the quiet enjoyment of others. Nuisance may include, but is not limited to, excessive noise, smoking, improper parking, failure to maintain one's property or other similar activities. The fact that the activity may not itself be unlawful is a factor but not determinative of whether the activity is a nuisance. In the event the activity is found by a court to be a nuisance, the individual or individuals, jointly and severally shall be responsible for all attorneys' fees incurred in enforcing this restriction.

p. Recreational Vehicles. ATVs, UTVs, snowmobiles and other similar-sized recreational vehicles shall be maintained in an enclosed structure. Larger recreational vehicles such as campers and motor homes may be stored outside and are excluded from this requirement.

q. Antennae/Satellite Dishes. No television antennae are permitted. Satellite dishes, DirectTV, DishTV or other similar size satellite dishes are permitted subject to the restriction that they be installed such that they are not visible from the Road or any other house in the subdivision. Man made or natural screening may be used to satisfy the requirement that the satellite dish not be visible from the road or other house.

r. Clothes Lines. No clothes lines shall be installed unless they are not visible from the road or any other house in the subdivision.

ARTICLE VI
Homeowners Association

The owner of each parcel within the property, or his or her heirs, successors, or assigns, shall automatically, during the period of his ownership and by virtue of said ownership, be a member of the Association so long as he retains title to any parcel on the Plan.

a. Purposes. The purposes of the Association shall be the operation and maintenance of the roads, drainage infrastructure, trash removal, snow and ice treatment in the subdivision and any other common facilities of limited or general use located within the subdivision; the administration and enforcement of the protective covenants and easements set forth in this Declaration; the general protection of the property; and the performance of any functions relating to the use, maintenance, or improvement of the property required by this Declaration or which may be approved by vote of the owners.

b. Bylaws. The Association shall be organized and operated pursuant to the Bylaws of the JORDAN HEIGHTS Subdivision Homeowners Association, which Bylaws shall be recorded in the York County Registry of Deeds, as amended from time to time by the Association.

c. Voting. Each owner, by virtue of his ownership of a parcel, shall automatically be entitled to the votes as provided for in the Bylaws of the Homeowners Association.

d. Assessments.

i. Each owner shall be assessed by the Association, at least annually, a fee covering his share of the net costs of carrying out the functions and purposes of the Association. The fees shall be computed and collected in accordance with the Bylaws of the Association. The collection of the assessments may be made in advance and limited reserves may be maintained in order to ensure that the purposes and obligations of the Association are carried out in a timely manner.

ii. Such assessments as collected by the Association shall include any municipal taxes as charged against the common areas or the roads. Each owner shall pay a share of such tax proportionate to the number of parcels owned by him.

iii. Such assessments, together with interest thereon, and cost of collection as provided in said Bylaws shall be charged upon each parcel of the owner against whom each assessment is made. If any assessment is not paid when stated to be due, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum from the due date and any owner or owners, or the Association, may bring an action at law or equity against any owner obligated to pay the same to enforce payment of the same. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the courts, together with the costs of the action.

ARTICLE VII
Declarant's Reserved Rights

The conveyance of the Lots to Lot Owners shall be subject to the following rights reserved by the Declarant:

a. Change the size, number and location of Lots and other improvements and the size, layout and location of any Lot for which a Purchase and Sale Agreement has been executed by Declarant under a Purchase and Sale Agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and the recording by the Declarant of a modified Plan indicating the changes made and that such changes made have been approved by the Town of Cornish Planning Board or the Maine Department of Environmental Protection, if applicable.

b. Locate on the Subdivision, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities, including but not limited to water, electric, telephone, fuel oil and sewer.

c. Connect with and make use of utility lines, wires, pipes and conduits located in the Subdivision for construction and sales purpose, provided that the Declarant shall be responsible for the cost of service so used.

d. Use the Road shown on the Plan for ingress and egress and use the Subdivision for the storage of construction materials and equipment used in the completion of the Subdivision.

e. Install and maintain signs and lighting for sales purposes.

e. With respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person in that Declarant's sole discretion.

f. Expand rights to use the Roads by easement or by conveyance of ownership of the Road.

This article shall not be amended without the consent of the Declarant so long as the Declarant owns any of the Lots in the Subdivision.

ARTICLE VIII
Enforcement

The provisions of this Declaration may be enforced by any Lot Owner or Owners. The Declarant may, but shall not be required to, enforce the provisions of this Declaration.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be executed by Cody Gagnon, thereunto duly authorized this 16th day of August, 2024.

WITNESS **TIG ENTERPRISES, LLC**

_____

By: Cody Gagnon
Its: Manager

STATE OF MAINE
CUMBERLAND, ss.

August 16, 2024

Then personally appeared the above-named Cody Gagnon and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed as Manager of TIG ENTERPRISES, LLC

Before me,

SARAH E. KOERNER, Notary Public
My commission expires: November 14, 2025

SARAH KOERNER
NOTARY PUBLIC
State of Maine
My Commission Expires
November 14, 2025

BYLAWS OF

JORDAN HEIGHTS
HOMEOWNERS ASSOCIATION

ARTICLE I
GENERAL

Section 1.1 Name

The name of the Corporation is Jordan Heights Homeowners Association (hereinafter the "Association").

Section 1.2 Offices

The principal office of the Association shall be located at P.O. Box 7, Cornish, ME 04020. The Board of Directors may change the location of the principal offices of the Association at any time for any reason.

The registered office of the Association shall be located at 6 City Center, Suite 400, Portland, Maine 04101. The Board of Directors may change the location of the registered office as the management of the Association may require.

Section 1.3 Seal

The seal of the Association shall be as follows: Jordan Heights Homeowners Association, August 2024.

Section 1.4 Fiscal Year

The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in the same year.

Section 1.5 Membership

The members shall consist of all the owners of Lots 2-11 in as shown on the plan entitled "First Amended Subdivision Plan of Oak Grove Estates, Cornish, Maine prepared for Jordan Tree Harvesters, Inc." by Sebago Technics dated February 16, 2022, revised through January 17, 2023, approved by the Town of Cornish Planning Board on January 18, 2023, and recorded on January 19, 2023 in the York County Registry of Deeds in Plan Book 429, Page 26 (the "Plan").

The membership of each lot owner shall terminate upon the sale, transfer, or other disposition of ownership interest in the lot, whereupon membership shall automatically transfer to and be vested in the successor in ownership.

The mortgage of a lot shall not operate to transfer membership until foreclosure of the mortgage. Each lot shall have one vote in the Association.

ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes

The purposes of this Association are to establish an Association of lot owners for the government, operation, and maintenance of the residential community in which they live as depicted on the Plan referred to in Section 1.5, and located in the Town of Cornish, County of York, and State of Maine and to enforce and otherwise carry out the terms and conditions of the Declaration of Protective Covenants, Restrictions and Easements of the JORDAN HEIGHTS SUBDIVISION dated August 16, 2024, and recorded in the York County Registry of Deeds immediately prior to this document.

Section 2.2 Powers

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 Maine Non-Profit Corporation Act, all of which the Association shall have, the Association shall have, to the extent permitted by law, and by the Declaration and the Bylaws as hereinafter set forth, the following specific powers to:

A. Adopt and amend Bylaws and Rules and Regulations.

B. Adopt and amend budgets for revenues, expenditures, and reserves, and collect common charges, assessments and service charges from lot owners.

C. Hire and terminate managers and other employees, agents, and independent contractors.

D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more lot owners on matters affecting the Association.

E. Make contracts and incur liabilities.

F. Regulate the use, maintenance, repair, replacement, and modification of common elements and facilities;

G. Cause additional improvements to be made as a part of the common elements and facilities including, without limitation, connection to common sewage facilities.

H. Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property.

I. Grant easements for public utilities servicing the property through or over the common elements and facilities, subject to the consent of a majority in interest of the members as provided herein.

J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements and facilities.

K. Impose charges and interest for late payments of common charges, assessments, and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

L. Impose reasonable charges for the preparation and recording of amendments to the Declaration or statements of unpaid common charges and assessments.

M. Provide for the indemnification of its incorporators, officers and Directors and maintain Directors' and officers' liability insurance.

N. Exercise any other powers conferred by Declaration or Bylaws.

O. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

Section 2.3 Non-Profit Status

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any persons except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance, and care of the Association property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

ARTICLE III
DEFINITIONS

Section 3.1 Association

The term "Association" shall mean and refer to the Jordan Heights Homeowners Association, its successors and assigns.

Section 3.2 Properties

The term "properties" shall mean and refer to all existing properties, and additions thereto, as are subject to the following Declaration of Covenants and Restrictions:

> Declaration of Protective Covenants, Reservations, Restrictions and Easements of JORDAN HEIGHTS SUBDIVISION by TIG Enterprises, LLC dated August 16, 2024, and recorded immediately prior to this document in the York County Registry of Deeds

Section 3.3 Common Properties

The term "common properties" shall mean all property owned by the Association for the common use and enjoyment of the members. The term "common properties" shall include, but is not limited to the common utility easement, drainage easements, roadways, storm drainage systems, detention ponds and fire tanks shown on the plan referred to in Section 1.5.

Section 3.4 Lot

The term "lot" shall mean and refer to Lots 2-11 within the property as shown upon the subdivision plan referred to in Section 1.5, any recorded subdivision map of the properties with the exception of common areas and unnumbered lots shown on such subdivision plans.

Section 3.5 Member

The term "member" shall mean and refer to each person or entity who holds a membership in the Association.

Section 3.6 Owner

The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3.7 Declaration

The term "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions as referred to herein in Section 3.2.

ARTICLE IV
MEETINGS OF MEMBERS

Section 4.1 Place of Meetings

Meetings of the members of the Association shall be held at the principal office of JORDAN HEIGHTS Homeowners Association, or at such other place within or without the State designated by consent of all the members.

Section 4.2 Annual Meeting

The annual meeting of the members shall be held at seven o'clock in the evening of the first Saturday in August of each year, if this day is not a holiday, or on the first following day that is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Association.

Section 4.3 Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or upon written request of the members who are entitled to vote not less than one-tenth of all the votes of the entire membership.

Section 4.4 Notice of Meetings

Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which a meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days, before the date of the meeting, either personally or by mail, by or at the direction of the President, the Registered Agent, or the officer or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the United States mail, addressed to the member at the address appearing on the books of the Association.

Section 4.5 Quorum

Ten percent (10%) of all members entitled to vote, represented in person or by proxy, must be present in order to constitute a quorum at a meeting of the members.

Section 4.6 Voting

Voting shall be on a one vote per each lot owned basis and the votes to which each lot owner is entitled is equal to the number of lots he or she owns. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all lot owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 4.7 Votes in the Event of Multiple Ownership of a Lot

If only one of the multiple owners of the lot is present at a meeting of the Association, such owner shall be entitled to cast the vote allocated to the lot. If more than one of the multiple owners are present, the vote allocated to that lot may be cast only in accordance with the agreement of a majority of interest of the multiple owners and failing such majority agreement, not at all. There is deemed to be a majority agreement when any one of the multiple owners cast the vote allocated to that lot without protest being made promptly to the person presiding over the meeting by any other of the owners of that lot.

Section 4.8 Proxies

Any person entitled to vote at a members' meeting may execute a proxy in writing authorizing another member of the Association to act for him. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot.

Section 4.9 Action by Consent

Any action required to be taken at a meeting of the members of the Association, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof. This Consent shall have the same effect as a unanimous vote of members and may be stated as such in any articles or documents filed with the Secretary of State.

Section 4.10 Order of Business

The order of business at all meetings of the lot owners 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) Election of members of the Board of Directors;
(h) Unfinished business;
(i) New business;
(j) Adjournment.

Section 4.11 Parliamentary Procedure

At all meetings of the lot owners or of the Board of Directors, Roberts' Rules of Order, as then amended, shall be followed, except that in the event of conflict, these Bylaws shall prevail.

Section 4.12 Adjournment

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE V
THE BOARD OF DIRECTORS

Section 5.1 Number and Qualifications

The business and affairs of the Association shall be managed by a board of three (3) Directors, who need not be residents of the State of Maine or members of the Association. The number of Directors may be increased to not more than seven (7) or decreased to not less three (3), from time to time, by amendment of this section by the members; but no decrease shall have the effect of shortening the term of any incumbent Director.

Section 5.2 Election and Term of Office

At the first annual meeting the members shall elect one (1) Director for a term of one year; one (1) Director for a term of two years; one (1) Director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three years.

Section 5.3 Vacancies

Any vacancy in the Board of Directors created by an increase in the number of Directors shall be filled only by election at an annual meeting or a special meeting of the members called for that purpose.

Any other vacancy, however occurring, in the Board of Directors may be filled by the majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 5.4 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 to each Director, personally or by delivery to his or her home, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 5.5 Annual Meeting

The Board of Directors shall meet each year immediately after the annual meeting of the members, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting.

Section 5.6 Special Meetings

Special Meetings of the Board of Directors may be called by the President or any two Directors of the Association.

Section 5.7 Notice of Meetings - Waiver

No notice need be given of any annual meeting of the Board of Directors.

Notice of special meetings of the Board of Directors shall be sent by any usual means of communication not less than three (3) business days before the meeting, and shall specify the time and place of the meeting and the business to be transacted thereat.

Waiver of notice signed by a Director either before or after a Board of Directors meeting shall obviate the need of formal notice and call as to that Director.

Section 5.8 Quorum and Voting

A majority of Directors must be present in order to constitute a quorum at a meeting of the Board of Directors. All Board of Directors' action shall be determined by a majority vote at any meeting at which a quorum is present.

Section 5.9 Action by Consent

Any action that may be taken at a meeting of the Directors, may be taken without a meeting, if all of the Directors sign a written consent setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

Section 5.10 Powers and Duties

The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

B. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the articles of incorporation, or the Declaration.

C. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

D. Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties.

It shall be the duty of the Board of Directors to:

A. 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 the statement is requested in writing by one-fourth of the members who are entitled to vote.

B. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

C. As more fully provided herein, and in the Declaration, to:

1. Fix the amount of the monthly assessment against each lot at least 90 days in advance of each assessment period, as hereinafter provided in Article VII.

2. Send written notice of each assessment to every owner subject thereto at least 30 days in advance of each assessment period.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate stating whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of such payment.

E. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

G. Cause the common properties, as defined in section 3.3 herein to be maintained.

Section 5.11 Nomination and Election

Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and the appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominations may be made from among members or non-members.

Election to the Board of Directors shall be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.12 Removal of Directors

Any or all of the Directors may be removed, with or without cause, upon the affirmative vote of a majority of the members entitled to vote.

Section 5.13 Executive Committees

The Board of Directors, by a resolution adopted by a majority of the full Board of Directors, may designate from among its members, an executive committee, including, but not limited to, an architectural review committee, consisting of 2 or more Directors and may delegate to such executive committee all the authority of the Board of Directors, except that no such executive committee shall have or exercise the authority of the Board of Directors to:

A. Amend the Articles of Incorporation.

B. Adopt a plan of merger or consolidation.

C. Recommend to the members the sale or other disposition of all or substantially all of the property and assets of the corporation other than in the usual course of its business.

D. Recommend to the members voluntary dissolution of the corporation or revocation of such dissolution.

E. Amend the Bylaws of the corporation.

Section 5.14 Other Committees

The Board of Director's may designate such other committees as the Board deems necessary. Such committees may consist of either members of the Board or members of the Association or both. Such committees shall be designated by a resolution adopted by a majority of the full Board of Directors.

Section 5.15 Compensation

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken. A Director shall be reimbursed for out-of-pocket expenses incurred for the benefit of the Association upon presentation of receipts or other satisfactory evidence to the Treasurer.

ARTICLE VI
THE OFFICERS

Section 6.l Officers and Qualifications

The officers of the Association shall consist of a President, Treasurer, Secretary, and such other officers and agents as the Board of Director's may deem necessary. Officers need not be Directors of the Association.

Section 6.2 Election and Term of Officers

All officers of the Association shall be elected by the Board of Directors at its annual meeting. The officers shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or disqualified to serve. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Association, or otherwise, the same shall be filled by the Board of Directors in the manner prescribed for regular election, and the officer so elected shall hold office until his or her successor is chosen and qualified.

Section 6.3 Resignation and Removal of Officers

Any officer may be removed either with or without cause by the unanimous vote of the Board of Directors. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Acceptance of such resignation shall not be necessary to make it effective. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein.

Section 6.4 Duties of Officers

The duties and powers of the officers of the Association shall be as follows and as shall hereafter be set by resolution of the Board of Directors:

President

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. He or she shall have all of the general powers and duties which are usually vested in the office of President of a non-profit corporation, including but not limited to, the power to appoint committees from among the owners or their spouses from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Treasurer

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He or she shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets, and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Secretary

The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, shall prepare, execute, certify and record amendments to the Declaration, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Auditor

The members may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

ARTICLE VII
FISCAL AFFAIRS AND ADMINISTRATION

Section 7.1 Accounting

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 ninety (90) days after the

close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by lot owners and their duly authorized agents at reasonable times.

Section 7.2 Budget and Common Charges

The Board shall cause an estimated annual budget to be prepared based on its estimate of annual income and expenses, and, prior to the adoption of the budget by the Board, it shall send a summary of such budget to each member.

The Board shall adopt a budget for the amount required by the Association to meet its expenses for each fiscal year mindful of the following items:

1. Management and administration expenses.

2. The cost of operation, repair, maintenance, replacement, and improvement to common elements and facilities within the JORDAN HEIGHTS, to include all the roads as depicted upon the plan referred to in section 1.5 herein.

3. The cost of such insurance, services, and utilities as may be furnished by the association, other than such items for which a service charge is assessed.

4. Adequate working capital and reserves, which shall be established and maintained by the Board including general operating reserves, reserves for contingencies, and reserves for maintenance, repair, and replacement of the common elements.

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

Section 7.3 Dues and Assessments

The Board of Directors shall have the power to levy, assess and collect, and provide for the collection of, dues or assessments in accordance with the provisions of these Bylaws, and any Declaration of Covenants or Restrictions recorded in the York County Registry of Deeds, but not in excess of a maximum rate to be fixed, at a regular or special meeting, by the vote of members holding a majority of the voting power of the entire membership.

Section 7.4 Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the properties and in particular for the upkeep, maintenance, development, and further improvements of roads, easements, drainage easements, storm drainage system, detention pond and fire walls, drives, lanes, paths, and ways as depicted

on the plan referred to in Section 1.5. not including any private drives servicing an individual residence. The assessments shall also be used for the upkeep, maintenance, development, and further improvement of the common areas, services, and facilities devoted to the purpose stated herein and related to the use and enjoyment of the common area and of the homes situated upon the properties.

Section 7.5 Special Assessments

In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of all construction, or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that the assessment shall have the assent of 75% of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7.6 Uniform Rate

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7.7 Creation of Lien for Assessments

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien on the property against which assessment is made. Each assessment, together with the Interests, costs; and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due and shall not pass to his or her successor in title unless expressly assumed by them.

Section 7.8 Due Dates of Assessments

The Board of Directors shall fix the amount of the monthly assessment against each lot at least ninety (90) days in advance of the date that the assessment is due. Written notice of the assessment shall be sent to every owner subject thereto. Notice may be given in person or by mail. The due date shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments for a particular lot are current. A reasonable charge may be made by the Board for the issuance of these certificates. A certificate shall be conclusive evidence of the facts stated therein.

Section 7.9 Effect of Non-payment of Assessments: Remedies of the Association

If the assessments are not paid on the date when due, then the assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind the property in the hands of the then owner, his or her heirs, devisees, personal representatives, and assigns. The personal obligation of

the then owner to pay the assessment, however, shall remain his or her personal successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 7.10 Subordination of the lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 7.11 Exempt Property

The following property subject to the Declaration shall be exempt from the assessment charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) all common properties as defined in Article III, Section 3.3 hereof.

ARTICLE VIII
EXECUTION OF INSTRUMENTS

Section 8.1 Instruments Generally

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer, agent or employee as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

ARTICLE IX
LIABILITY OF DIRECTORS AND OFFICERS

Section 9.1 Exculpation

No Director or officer of the Association shall be liable for acts or defaults of himself or herself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct and gross negligence.

Section 9.2 Indemnification

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact he or she is or was an officer, Director, agent, or employee of the Association against all expenses including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director determines any such person acted with willful misconduct or gross negligence). This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Director, officer, agent, or employee of the Association against any liability asserted against him and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

ARTICLE X
AMENDMENTS

Section 10.1 Amendments

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority quorum of members present in person or by proxy.

Section 10.2 Conflict

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.