NANCY E HAMMOND, REGISTER OF DEEDS
Bk 19706 PG 96
Instr # 2025024461
07/28/2025 11:31:40 AM
Pages 10 YORK CO

BYLAWS OF ROLLING WOODS PRESERVE HOMEOWNERS ASSOCIATION

ARTICLE I- ORGANIZATION AND MEMBERS, DECLARANT CONTROL

Section 1 - Organization:

These Bylaws govern all the lot owners ("Owners") of the Rolling Woods Preserve Subdivision (hereinafter "Subdivision'), as depicted on a plan entitled "Plan Showing Rolling Woods Preserve, a Proposed 17-Lot Cluster Subdivision by Jackson, Drysdale & Associates L.L.C." dated December 3, 2022, prepared by Corner Post Land Surveying, Inc. and recorded in the York County Registry of Deeds in Plan Book 434 Page 38 (hereinafter the "Property"), as the same may be amended. Ownership of a lot or lots within the "Subdivision" shall constitute mandatory membership in the herein described Association. The Association shall be organized as a non-profit corporation, pursuant to Maine Revised Statutes Title 13-B.

Section 2-Office:

The office of the Association shall be located at or within a reasonable distance of the subdivision, at a place designated by the Association.

(4) lop → Patco

Section 3-Declarant Control Period:

Jackson, Drysdale & Associates L.L.C., ("Declarant") shall appoint, remove and replace the members of the Board of Directors and Officers and shall exercise all of the rights of the members of the Association as provided in the Declaration and these Bylaws until the first meeting of the members. The first meeting of members shall be no later than the earlier of (a) sixty (60) days following the conveyance by the Declarant (or Patco Construction, Inc.) of the last lot in the subdivision, or (b) eight (8) years after the first conveyance by Jackson, Drysdale & Associates L.L.C., (or Patco Construction, Inc.) of the first lot in the subdivision. Declarant may call the first meeting of members at any earlier time in its discretion. Declarant shall provide written notice of the first meeting to each lot owner at least thirty (30) days in advance of the meeting, at which the member shall elect a Board of Directors.

Section 4-Associate Members:

The owners of land described in land now or formerly of The Patterson Companies LLC, described in a deed dated October 17, 2022 and recorded in the York County Registry of Deeds in Book 19135, Page 868, shall be entitled to attend meetings of the Association for the purpose of casting votes with the Owners on matters governed by the Private Way Maintenance Agreement of near or current date to be recorded in the York County Registry of Deeds.

ARTICLE II – MEETING OF OWNERS

Section 1- Annual Meetings:

The annual meeting of the Owners of the Association, if called, shall be held on the second Saturday in January, or at such time and date as the Association may designate for the purpose of electing officers, adopting a budget and transacting such other business as may properly come before the meeting.

Section 2- Special Meetings:

Special meetings of the Owners may be called at any time by the President or the Secretary at the written request of Owners of any two (2) of the lots.

Section 3-Place of Meetings:

All meetings of Owners shall be held at a place within the Subdivision determined by the President, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 – Notice of Meetings:

(a) Written notice of each meeting of Owners, whether annual or special, stating the time when and place is it is to be held, shall be served either electronically, personally or by mail, not less than ten nor more than fifty days before the meeting, upon each Owner of record entitled to vote at such meeting, and to any other Owner to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If mailed, such notice shall be directed to each such Owner at his address, as it appears on the records of Town of Wells, unless he or she shall have previously filed with the Secretary of the

Association a written request that notices be mailed to some other address, in which case, it shall be mailed to the address designed in such request. Notwithstanding the foregoing, notice by electronic mail shall be sufficient in all instances. Each Owner shall be obligated to provide the Association with an electronic mail address to facilitate the Association's ability to serve notice electronically whenever possible.

(b) Notice of any meeting need not be given to any person who may become an Owner of record after the mailing of such notice and prior meeting, or to any Owner who attends such meeting, in person or by proxy, or to any Owner who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of Owners need not be given, unless otherwise required by statute.

Section 5- Quorum:

Except as otherwise provided herein, and with the exception of the annual meeting, at all meetings of Owners of the Association, the presence at the commencement of such meetings in person or by proxy of Owners holding of record fifty (50%) percent of the total number of Lots in the Subdivision, entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business, The withdrawal of an Owner after the commencement of a meeting shall have no effect in the existence of a quorum, after a quorum has been established at such meeting. The annual meeting shall require a quorum of at least fifty (50%) of the Lot Owners.

Section 6 – Voting:

(a) Any action shall be authorized by a majority of votes cast at a meeting of Owners entitled to vote thereon.

(b) Each Lot in the Subdivision shall be entitled to one vote regardless of the number of Owners of the Lot, or if the Lot is otherwise owned by a Trust or other legal entity.

(c) Each Owner entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the Owner himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration

of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue to force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Association.

(d) Any resolution in writing, signed by all of the Owners entitled to vote thereon, shall be and constitute action by such Owners to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of Owners and such resolution so signed shall be inserted in the Minute book of Association under its proper date.

ARTICLE III-OFFICERS AND BOARD OF DIRECTORS

Section 1- Number, Qualifications, Election and Term of Office:

(a) The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such other officers, including one or more Vice Presidents, as the Owners may from time to time deem advisable. Any two or more offices may be held by the same person. The President and the Treasurer shall each be authorized to execute any documents on behalf of the Association.

(b) The officers of the Association shall be elected by the Owners at the regular annual meeting of the Owners.

(c) Each officer shall hold office until the annual meeting next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2- Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Owners, or to the President or the Secretary of the Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by all the Owners or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 – Removal:

Any officer may be removed, either with or without cause, and successor elected by the Owners at any time by majority vote.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Owners.

Section 5 – Duties of Officers:

Officers of the Association shall, unless otherwise provided by the Owners, each have such powers and duties as general pertain to their respective offices as well as such powers and duties as may be set forth in these Bylaws, or may from time to time be specifically conferred or imposed by the Owners.

The President and/or Treasurer shall have the authority to execute any and all documents on behalf of the Association including the ability to bind the Association to any legal contract or agreement.

Section 6 – Board of Directors:

Because of the number of lots in this subdivision which restricts the number of members in the Association, it is hereby provided that the officers of the Association shall also serve as its Board of Directors.

ARTICLE IV – BUDGET

Section 1 – Proposed Budget:

On or before the first day of December of each year the President and the Treasurer shall adopt an annual budget for the Association for the following year containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, administration, accounting, legal fees, operation, insurance, repair and replacement of the open space, drainage structures, roads, any sidewalks and common areas. Such budget shall also include such reasonable amounts as it considered

necessary to provide working capital, a general operating reserve and reserves for contingencies, maintenance, repairs and replacements. Unless at the annual meeting Owners holding fifty-one percent (51%) of the votes in the Association reject the budget, the budget is ratified. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget. The President and Treasurer shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 2 – Assessments:

The Association shall calculate the annual assessments for expenses against each Owner by dividing (a) the total amount of the budget adopted by (b) the number of Lots in the Subdivision or the total amount of Lots benefitted by the Private Way in the case of Road Maintenance Obligations described in the Declaration of Protective Covenants recorded herewith. This assessment is payable annually, on or before January 31st, each year.

Section 3- Payment:

Each Owner shall pay the assessment pursuant to the provisions of this Article. No Owner may exempt himself from liability for his or her contribution toward by waiver of the use or enjoyment of any of the open space, drainage structures and road. All assessments against an Owner shall be the personal obligation of the Owner of that Lot at the time the assessment becomes due, and liability for such assessments shall pass to the purchaser of the Lot.

Section 4 – Liens:

The total annual assessment levied against each Owner, or any special assessment, and any other sums duly levied against the Owner pursuant to these Bylaws, including all interest thereon and charges for late payment thereof any legal fees and other costs of collection incurred by the Association, shall constitute a lien against the Owner's Lot in favor of the Association from the date upon which such assessment or other such sum becomes due. The Association shall have the authority to file a Lien Certificate in the Registry. The Association may collect interest of 18% per annum for any payment for an Assessment, which is more than thirty (30) days late.

Section 5 – Reserves:

Upon purchasing a lot in the development, each Owner will be required to contribute the sum of $500.00 (per lot) to the Association's capital reserve account. A conveyance from Declarant to an affiliate for development purposes (including without limitation, Patco Construction, Inc.) shall be exempt from the provisions of this Section 5. The purpose of this account is to cover unanticipated or extra expenses, for which the Association's budget is not sufficient during any given year. Any interest earned on reserve account contributions belongs to the Homeowners Association. Upon the sale of a lot in the development, the new owner(s) shall be required to contribute to the capital reserve account in an amount that is at least equal to the capital reserve contribution of the transferring owner(s). The amount of the capital reserve contribution required for new owners may be changed only by a ¾ majority vote of the Owners.

ARTICLE V – AMENDMENTS

These Bylaws of the Association shall be subject to alteration or repeal, and new By-Laws may be made, by majority vote of the Owners at the time entitled to vote.

Prior to termination of the Declarant Control Period, the Declarant may amend these Bylaws in its discretion for any purpose.

ARTICLE VI –PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1- Owner's Rights:

Each Member shall be entitled to the use and enjoyment of the Common Areas as provided in the Declaration.

Section 2 – Delegation:

Any Owner may share his/her rights of enjoyment in the Common Areas with the members of his/her family who reside upon the Properties or delegate said rights to any of his/her tenants.

Section 3 – Fee Interest in Roadways or Common Areas:

At the election of the Declarant, its successors and assigns, the Association shall accept title to the fee interest in the roadways or other common areas.

ARTICLE VII-USE OF PROPERTY

Section 1- Restrictions on the Use of Properties:

The use of the Properties shall be in accordance with the provisions of the Plan Showing Rolling Woods Preserve, a 17 Lot Cluster Subdivision by Jackson, Drysdale & Associates L.L.C., December 3, 2022, prepared by Corner Post Land Surveying, Inc. and recorded in the York County Registry of Deeds in Plan Book 434 Page 38, the Declaration of Protective Covenants recorded herewith, 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 Areas may be made and amended from time to time by majority vote of the Owners. Copies of such Rules and Regulations shall be furnished by the officers to each Member prior to the time the shame shall become effective.

Section 3 – Abatement and Enjoinment of Violations:

The Violation of any rule or regulation adopted the Owners or the breach of any obligation or covenants contained in the Bylaws or Declaration, shall give the officers the rights, in addition to any other 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 officers 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 attorney's fees and costs.

(c) To levy summary charges against an Owner for such violation, in addition to such damages as may be incurred, provided that no summary charges may be levied for more than 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 Owner or Owners involved as if the charge were a common charged owed by the particular Owner or Owners.

ARTICLE VIII – OTHER PROVISIONS

Section 1 – Ambiguity"

In the event that any of these By-Laws are ambiguous, then the provisions of Title 13-B M.R.S.A. Section 101 et seq. shall be used to resolve said ambiguity.

Section 2 – Parliamentary Procedure:

Roberts Rules of Order shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

Section 3 – Liability:

The officers of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the officers against all contractual liability to others arising out of contracts made by the officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation or of these By-Laws. It is intended that the officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that any liability of any member of the Association arising out of any contract made by said officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of a Board of Directors, or out of the aforesaid indemnity in favor of said officers, shall be limited to such proportion of the total liability thereunder as his membership bears to the entire membership in the Association.

The undersigned certifies the foregoing By-Laws have been adopted as the first By-Laws of the Association, in accordance with the requirements of the Association Law, which shall govern the actions of the Association in conjunction with these By-Laws.

These Bylaws are executed and published by Jackson, Drysdale & Associates L.L.C., initial member of the Rolling Woods Preserve Homeowners' Association.

IN WITNESS WHEREOF, Jackson, Drysdale & Associates L.L.C., has caused this instrument to be signed in its limited liability company name by its Manager, Mark Patterson thereunto duly authorized this 28th day of July, 2025.

Signed, sealed and delivered in the presence of:

Jackson, Drysdale & Associates L.L.C.

By: Mark Patterson
Its: Manager

State of Maine
County of York

On this 28th day of July, 2025, personally appeared before me the above named Mark I. Patterson in his capacity as Manager of Jackson, Drysdale & Associates L.L.C., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said limited liability company.

Before me,
Attorney At Law/Notary Public

