

**AMENDED AND RESTATED
BYLAWS OF
MEADOWBROOK RIDGE ASSOCIATES**

Effective as of October 10, 2017

**(A Maine-Not-For-Profit, Non-Stock Membership Corporation)
Located at Bangor, County of Penobscot, State of Maine**

These Amended and Restated Bylaws of Meadowbrook Ridge Associates supersede and replace all prior bylaws of Meadowbrook Ridge Associates.

ARTICLE I: GENERAL

Section 1: Definitions.

When used in these Bylaws, the term "Unit Owner" means a person who owns a Unit but does not include a person having an interest in a Unit solely as security for an obligation. "Person" as used herein means a natural person, corporation, government, government subsidiary or agency, business trust, estate, trust, partnership, association, joint venture, Limited Liability Company or other legal or commercial entity.

Except to the extent otherwise expressly provided to the contrary in these Bylaws or the Declaration, each of the defined terms appearing in these Bylaws shall have the meaning attributed thereto in the Declaration or in the Maine Planned Unit Development Act.

Section 2: Name and Principal Office.

These are the Bylaws of Meadowbrook Ridge Associates (hereinafter called the "Association"). The principal office of the Association shall be located at 84 Harlow Street, #4, Bangor, Maine, or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Directors.

Section 3: Purpose.

The Association is formed for the administration, management, maintenance, repair and operation of the Planned Unit Development (the "Planned Unit Development") described in and created by the Restated Declaration of Covenants, Conditions and Restrictions for Meadowbrook Ridge [a Planned Unit Development] dated June 1, 2016, (the "Declaration") made by

Meadowbrook Ridge Associates filed in the office of the Penobscot County Registry of Deeds, Bangor, Maine. The Association is intended to be the entity responsible for the administration of the Planned Unit Development and the property (the "Property") all in accordance with the Declaration and the provisions of these Bylaws.

Section 4: Applicability of Bylaws.

The provisions of these Bylaws are applicable to the Planned Unit Development, the Property and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units, employees of owners and tenants and their respective guests and invitees, and any other persons who may now or hereafter use the Property or any part thereof in any manner are subject to these Bylaws, the Rules and Regulations of the Association (as hereinafter defined) and the provisions of the Declaration.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws, the Rules and Regulations of the Association and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with. Each Purchaser of a Unit will, by virtue of his ownership thereof, become a member of the Association.

ARTICLE II: UNIT OWNERS

Section 1: Place of Meetings.

Meetings of the Unit Owners shall be held at the principal office of the Association, or at such other suitable place as may be fixed by the Board of Directors.

Section 2: Annual Meetings.

The Annual Meetings shall be held on such date and at such time as shall be fixed by the Board of Directors.

Section 3: Special Meetings.

Special meetings of the Unit Owners may be held from time to time when called by the President or by a majority of the Board of Directors. It shall be the duty of the Secretary to call a special meeting whenever requested in writing by at least one third in number of the Unit Owners.

Section 4: Notice of Meetings.

Written notice of all meetings of Unit Owners, stating time, place and in the case of special meetings, purposes thereof, shall be given by the Clerk, in a manner provided in ARTICLE V of these Bylaws, to each Unit Owner of record entitled to vote thereat at least ten (10) days, but not more than sixty (60) days, prior to such meeting. Notice of such meetings shall also be given to mortgagees of Units appearing on the records of the Association, whenever consent of mortgagees is required pursuant to these Bylaws or the Declaration with respect to action to be taken by Unit Owners at such meetings.

Section 5: Waiver of Notice.

Any Unit Owner may sign in writing at any time a waiver of notice of the time, place and purposes of any meeting of Unit Owners and such waiver shall be deemed equivalent to the giving of such notice. The attendance of any Unit Owner at a meeting in person without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting, shall constitute a waiver of notice by him of the time, place and purposes thereof. If all of the Unit Owners are present at any meeting of the Unit Owners, no notice shall be required and any business may be transacted at such meeting.

Section 6: Quorum.

Except as otherwise provided by law, the Declaration, or these Bylaws, the presence in person or by proxy of Unit Owners entitled to cast Fifty Percent (50%) of the votes entitled to be cast by all Unit Owners entitled to vote shall constitute a quorum at all meetings of the Unit Owners. If, at or during the course of any meeting of the Unit Owners there shall be less than a quorum present, a majority of the votes of those Unit Owners present may adjourn the meeting to a time not less than Forty-Eight (48) hours following the time fixed for the original meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7: Voting.

Each Unit Owner shall be entitled to cast one vote for each Unit to which he holds title in connection with all matters which, by the terms of these Bylaws or the Declaration, require the vote of the Unit Owners. Any Unit(s) owned by the Association or its designee on behalf of all Unit Owners shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes.

The Unit Owner of each Unit in person or by mail or by proxy shall be entitled to cast the vote or votes appurtenant to such Unit. Any Unit owned by the Association or its designee on behalf of all Unit Owners shall not be entitled to a vote.

Where title to a Unit is held in the name of two or more Persons, any one of said Persons shall be entitled to cast the vote or votes appurtenant to such Unit and to receive with respect to such Unit notices for all purposes unless the Persons constituting the Unit Owner notify the Secretary otherwise. Where title to a Unit is held in the name of a corporation, any officer of the corporation shall be entitled to cast the vote or votes appurtenant to such Unit and to receive with respect to such Unit notices for all purposes. Where title to a Unit is held in the name of a fiduciary, the fiduciary shall be entitled to cast the vote or votes appurtenant to such Unit and to receive with respect to such Unit notices for all purposes.

Except as otherwise required by law, by the Declaration or by these Bylaws, all matters coming before any meeting of Unit Owners shall be decided by a majority of the total number of votes present and cast thereon in person or by proxy, a quorum being present. Notwithstanding the foregoing, votes cast for the election of members of the Board of Directors may be submitted by electronic mail.

Section 8: Meetings for the Election of Members of the Board of Directors

Notwithstanding anything to the contrary in the foregoing, the Association shall call and give not less than ten (10) days, nor more than sixty (60) days, notice of a meeting of the Unit Owners for that purpose. Such meeting shall be called by the Secretary and the notice shall be hand delivered or sent postage prepaid by United States mail to the mailing address of a Unit Owner or to any other mailing address designated in writing by the Unit Owner. The notice shall state the time and place of the meeting and the items on the agenda.

Section 9: Conduct of the Meetings.

The order of business at the annual meeting of the Unit Owners or at any special meeting as far as practicable shall be:

- a. Calling of the roll and certifying the proxies.
- b. Proof of notice of meeting or waiver of notice
- c. Reading and disposal of any unapproved minutes.
- d. Receiving reports of officers.
- e. Receiving reports of committees.
- f. Election of executive directors.
- g. Old business.
- h. New business.
- i. Adjournment.

At meetings of the Unit Owners or of the Board of Directors, Roberts' Rules of Order shall be followed.

ARTICLE III: BOARD OF DIRECTORS

Section 1: Number.

The affairs of the Association and the Planned Unit Development shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall be comprised of no more than five (5) persons, all of whom shall be Unit Owners.

- 1a. A unit owner who serves on the Board of Directors must be in good standing and up to date on all financial assessments.
- 1b. A unit owner may not serve on the Board of Directors unless they are a current resident of the development.

Section 2: Term of Office.

In the first year of this declaration, three (3) of the board members shall be elected to a term of two (2) years, and two (2) of the board members shall be elected to a one (1) year term. In all subsequent years, the board members shall be elected to a term of two (2) years.

Section 3: Removal.

Directors may be removed with or without cause at any duly held regular or special meeting of the Unit Owners by an affirmative vote of a majority in common interest of Unit Owners present and voting. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Section 4: Vacancies.

Vacancies in the Board of Directors caused by any reason (including resignation) or the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member creating such vacancy.

Section 5: Annual Meeting.

The Board of Directors shall elect officers at the annual meeting of the Board of Directors which shall follow adjournment of the annual meeting of Unit Owners and adopt a budget and allocate and assess the Common Expenses for the ensuing year. The Board of Directors shall elect a President, Treasurer, Clerk, Secretary and such other officers as may be determined.

Section 6: 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 members of the Board of Directors but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given, in a manner provided in Article V of these Bylaws, to each member of the Board of Directors, and any Unit Owner requesting such notice, at least three (3) days prior to the day fixed for such meeting.

Section 7: Special Meetings.

Special meetings of the Board of Directors may be called by the President by giving, in a manner provided in Article V of these Bylaws, at least forty eight (48) hours prior notice to each member of the Board of Directors, which notice shall state the time, place and purpose of that meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

Section 8: Waiver of Notice.

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

Section 9: Quorum.

At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 10: Duties and Powers.

The Board of Directors shall have the duties and powers necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the

Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation, the following:

- a. Operation, care, upkeep and maintenance of the Common Elements and making of additional improvements to the Common Elements.
- b. Determination and collection of the Common Expenses.
- c. Employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Elements.
- d. Adoption and amendment of the Rules and Regulations of the Association.
- e. Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- f. Purchasing, leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Unit Owners to the Board of Directors.
- g. Purchasing of Units at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners.
- h. Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Association or its designee, on behalf of all Unit Owners.
- i. Obtaining or causing to be obtained, necessary insurance for the Property.
- j. Making repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other cause or as a result of condemnation or eminent domain proceedings.
- k. Entering into contracts, licenses and agreements.
- l. Maintaining, repairing and replacing the Common Elements and payments therefor including the method of approving payment vouchers.
- m. Enforcing the obligations of the Unit Owners, allocating Common Profits and Common Expenses, and doing anything and everything else which is necessary and proper for the sound management of the Association.

Section 11: Managing Agent and Manager.

The Board of Directors may employ for the Association a duly qualified managing agent and/or manager at a compensation established by the Board of Directors, to assist the Board of Directors in the management and operation of the Association and the Property and to perform such duties and services as the Board of Directors shall authorize; provided, however, that any management contract entered into by the Board of Directors shall provide that it may be terminated without cause upon at least sixty (60) days notice, by a vote of a majority of Unit Owners at a meeting duly held. The manager or Board of Directors shall keep detailed accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses incurred. All payment vouchers are to be approved by either the President or the Treasurer of the Association.

Section 12: Compensation.

No member of the Board of Directors shall receive any compensation, directly or indirectly, from the Association for acting as such.

Section 13: Liability of the Board of Directors.

The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provision of law, the Declaration or these Bylaws. It is intended that the members of the Board of Directors, to the full extent permitted by law, shall have no personal liability with respect to any contract made by them on behalf of the Association. Any contract made by the Board of Directors or, to the extent authorized in writing, by the managing agent or by the manager on behalf of the Association, shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 14: Restrictions on Board of Directors.

The Board of Directors may not act on behalf of the Association to amend the Declaration or to terminate the Planned Unit Development.

ARTICLE IV: OFFICERS

Section 1: Designation.

The principal officers of the Association shall be the President, the Treasurer, the Clerk and the Secretary. The Board of Directors may appoint a Vice President, Assistant Treasurer, Assistant Secretary and such other officers as in its judgment may be necessary. The President and Treasurer must be members of the Board of Directors.

Section 2: Election of Officers.

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and until their successors are elected.

Section 3: Removal of Officers.

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

Section 4: President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association. The President may prepare, execute, certify, and record amendments to the Declaration approved by the Unit Owners on behalf of the Association.

Section 5: Vice-President.

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

Section 6: Secretary.

The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of Secretary of the corporation.

Section 7: Treasurer.

The Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall in general perform all of the duties incident to the office of Treasurer of a corporation. The Treasurer, at the expense of the Association, shall furnish such bond as shall be required by the Board of Directors.

Section 8: Clerk.

The Clerk shall maintain the Registered Office and shall be the Agent for Service of Process.

Section 9: Execution of Documents.

All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 10: Compensation of Officers.

No officer shall receive any compensation from the Association for acting as such.

Section 11: Terms of Officers.

All officers shall serve until the annual meeting of the Board of Directors, at which time their term expires, or until removed with or without cause by the Board of Directors.

ARTICLE V: NOTICES

Section 1: Definition.

Whenever by the provisions of the Declaration or the Bylaws any notice is required to be given by the Board of Directors, any director, any officer, any Unit Owner or any mortgagee, such notice, unless expressly required otherwise, may be given by personal delivery, by electronic transmissions or by mail by depositing the same in a post office or letter box in a postpaid sealed wrapper, delivered, sent or mailed, as the case may be, to the President of the Association on behalf of the Board of Directors, to such director, to such officer, to such Unit Owner or to such mortgagee at their respective addresses as appear on the books of the Association. Notice shall be deemed given as of the date of such personal delivery, sending or mailing, as the case may be.

Section 2: Service of Notice: Waiver.

Whenever any notice is required to be given by law, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent thereof.

ARTICLE VI: OPERATION OF THE PROPERTY

Section 1: Determination of Common Expenses.

(a) For each fiscal year the Board of Directors shall adopt a proposed budget. Within thirty (30) days after the adoption of any proposed budget the Board of Directors shall provide a summary of the budget to all Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than ten (10) nor more than sixty (60) days after mailing of the summary budget. Unless at that meeting a majority of Unit Owners reject the budget the budget is ratified. In the event the proposed budget is rejected the budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposal by the Board of Directors.

The Common Expenses shall include, without limitation, (i) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Maine Planned Unit Development Act, the Declaration or these Bylaws; and (ii) the amounts payable under any contracts or agreements entered into by the Association. Subject to other provisions of these Bylaws, the Common Expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the Common Expenses for any prior year.

Except as expressly provided otherwise in these Bylaws, all provisions relating to Common Expenses, including, without limitation, the collection thereof and the rights and remedies of the Association with respect thereto, shall be applicable to Common Expenses; it being understood that the share of Common Expenses payable by any Unit Owner shall include all Common Expenses payable by him.

(b) The Board of Directors shall from time to time and in any event at the end of each budget period compute the amount, if any, by which the common charges, together with any other income in respect of the Common Elements, collected during such budget shall exceed the Common Expenses attributable thereto, and all such funds shall be allocated to the capital reserve.

(c) At the time of acquiring title to a Unit, the Unit Owner acquiring such title shall deposit with the Association a payment equal to one (1) quarterly share of Common Expenses attributable to such Unit to establish and provide the Association with an initial capital reserve fund. Such payment to the capital reserve fund shall not in any way be considered a prepayment of the annual share of Common Expenses payable by such Unit Owner.

The Board of Directors may use said capital reserve fund for any purpose including application thereof to any deficit in the budget.

(d) Notwithstanding anything contained to the contrary in these Bylaws, if the Board of Directors shall, at any time or from time to time during the budget period, determine that a deficit shall exist, and the amount thereof, with respect to Common Expenses or Limited Common Expenses, the Board of Directors may at any time during such budget period allocate and assess the Unit Owners (or the applicable Unit Owners in respect of a deficit for Limited Common Expenses) in proportion to their respective interests in the Common Elements. The allocated assessment for each applicable unit owner shall not exceed 25% of the annual homeowner fee, per unit owned. Such assessment shall be made against Unit Owners then owning such Units without regard to the period of ownership and shall be payable by the Unit Owners within thirty (30) days after receipt of notice thereof from the Association.

Section 2: Assessments for Common Expenses

All assessments shall be assessed against all units in accordance with the percentage allocations set forth in the Declaration. Any past due Common Expense assessment shall bear interest at the rate established by the Board of Directors not exceeding eighteen percent (18%) per year.

(a) Any payments, fees or charges for the use, rental or operation of any Common Element shall be applied first to reduce the Common Expense relating to such Common Element. Any excess thereof shall be applied to Common Expenses generally.

(b) Assessments to pay a judgment against the Association shall be made only against the Units in the Planned Unit Development at the time the judgment was entered, in proportion to their Common Expense liability.

(c) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(d) If Common Expense liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Section 3: Liens for Assessment.

The Association has a lien on a Unit for any assessment levied against that Unit at the time the assessment becomes due. The Association's lien may be foreclosed by the Board of Directors in like manner as a mortgage on real estate. The Board of Directors shall furnish a Unit Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Board of Directors and every Unit Owner.

Section 4: Payment of Common Expenses.

Each Unit Owner shall be obligated to pay all of his share of Common Expenses assessed by the Board of Directors on the first day of the first calendar month of the fiscal year of the Association next following the meeting of the Board of Directors by which the budget is adopted. Except as hereinafter provided and subject to the right of the Board of Directors to determine such other times, intervals and installments, each Unit Owner may pay the Common Expenses in four (4) equal quarterly installments, each of which shall be due on or before the first of each calendar month beginning with the calendar month of the fiscal year of the Association next following the meeting at which the budget is adopted; provided, however, that if any Unit Owner shall be default in the payment of any quarterly installment for a period in excess of thirty (30) days, all Common Expenses attributable to the Unit for the remainder of the then current fiscal year, upon notice of the Board of Directors, shall be immediately due and payable.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Expense or by abandonment of the Unit against which the assessments are made, except if every Unit Owner is so exempted from the payment of all or part of the Common Expenses.

Section 5: Additions, Alterations or Improvements by the Association.

Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements (but excluding repairs or replacements to the Common Elements then existing) costing in excess of One Thousand Dollars (\$1,000.00), in the aggregate, in any fiscal year, no such additions, alterations or improvements shall be made unless and until the same shall have been approved by a majority of the votes of all the Unit Owners and, if such approval shall be granted, the Association shall proceed with such additions, alterations or improvements. Any additions, alterations or improvements costing One Thousand Dollars (\$1,000.00) or less, in the aggregate, in any fiscal year, may be made by the Association without such approval. The cost and expense of any such additions, alterations or improvements shall constitute part of the Common Expenses and shall be assessed by the Unit Owners.

Section 6: Additions, Alterations or Improvements by Unit Owners.

No Unit Owner shall make any structural addition, alteration or improvement to the Unit without the prior written consent thereto of the Association. The Association shall have an obligation to answer any written request by a Unit Owner for the approval of a proposed addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request, provided that the proposed addition, alteration or improvement is not prohibited by the Declaration or these Bylaws.

Section 7: Abatement and Enjoinment of Violations by Unit Owners.

The violation of any Rule and Regulation of the Association adopted by the Association, or the breach of any Bylaws contained herein, or the breach of any provision of the Declaration, shall give the Association the right, in addition to any other rights set forth in these Bylaws:

- a) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, the cost thereof to be assessed against the violating Unit Owner.
- b) To establish monetary penalties for the infraction of any Rule and Regulation of the Association, as well as the breach of any of the Bylaws or the Declaration. Upon the infraction or breach of any Rule and Regulation, Bylaws or Declaration of Covenants, Conditions and Restrictions of Meadowbrook Ridge, penalties will be assessed as follows:

Step 1. A written notice will be sent to unit owner stating the infraction or breach, and the steps required to correct the issue.

Step 2. Corrective action not taken after 30 days of notice being sent will constitute a penalty equal to 25% of the current monthly assessment.

Step 3. Corrective action not taken after 45 days of original notice being sent will constitute an additional penalty equal to 50% of the current monthly assessment.

Step 4. Corrective action not taken after 60 days of original notice being sent will constitute an additional penalty equal to 100% of the monthly assessment.

Penalty assessments not paid in a timely manner are subject to the placement of a lien on the unit and recorded in the Penobscot Registry of Deeds.

Section 8: Notice of Violation and Fines for Violation by Unit Owner.

In the event a Unit Owner is determined by the Board of Directors to have violated any provision(s) of the Rules and Regulations, By-Laws or Declaration of the Association, as each may exist from time to time, written notice of the violation shall be sent to the Unit Owner ("Notice of Violation"). The Association has the right to assess a fine for any Unit Owner violation of the Rules and Regulations, By-Laws or Declaration of the Association, which fine in addition to the right of the Association to assess the Unit Owner for the reasonable costs and expenses of the Association, including court costs and legal fees. The fine shall be in an amount deemed reasonable by the Board of Directors, and only imposed following Notice, as herein defined, and an opportunity for the Unit Owner to object to the fine at a hearing if an Owner Objection is timely delivered, as hereinafter provided.

A Unit Owner shall have 10-days from delivery of a Notice of Violation and 10-days from delivery of a written notice of a proposed fine arising from a violation (each a "Notice") to object, which objection shall be in writing and delivered to the Board of Directors stating with specificity the basis for the Unit Owner's objection (the "Owner Objection"). The Board of Directors will consider the Owner Objection and disputed issues properly raised during the hearing, and notify the Unit Owner of its decision in writing. The written decision of the Board of Directors shall be final in all respects relating to any Notice of Violation and/or fine.

The Board of Directors, from time to time, may establish additional rules relating to the Notice of Violation, assessment of fines, and Owner Objection process, including but not limited to where any Owner Objection should be sent, and may delegate the Board of Directors' authority to consider and decide any Notice of Violation, amount of any fine and/or meeting, regarding an Owner Objection, if the Board of Directors, in its sole and absolute discretion, determines it appropriate. In the event the Board of Directors, elects to delegate the Board of Directors' authority as provided in this paragraph, the delegation of authority shall be to a committee of Unit Owners appointed by the Board of Directors. For purposes of this Section any written notice, objection or decision, shall be deemed "delivered" three (3) days after having been sent

via registered and regular mail, to: (if delivering to any Unit Owner) the address on file with the Association or, if no address is on file, to the Unit and (if delivering to the Association or Board of Directors) the Clerk of the Association or other person and address identified by the Board of Directors.

ARTICLE VII: MORTGAGES AND LIENS

Section 1: Notice to Association.

A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

Section 2: Notice of Default and Unpaid Common Expenses.

Whenever so requested in writing by the mortgagee of a Unit, the Association shall promptly report any default in the payment of Common Expenses or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these Bylaws which may to the Association's knowledge then exist. The Association, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

Section 3: Examination of Books.

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days.

Section 4: Mortgagee Approval.

Wherever in these Bylaws the approval of a mortgagee is required the same shall be based upon the vote assigned to each Unit on which a mortgage is held by such mortgagor.

ARTICLE VIII: SALE OF UNITS

Section 1: Sale.

1) Before execution of any contract for sale, or otherwise before conveyance of a Unit, a Unit Owner shall furnish a copy of the Declaration, other than plats and plans, the Bylaws, the Rules and Regulations of the Association, and a reasonably current certificate containing:

- (a) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the Unit;
- (b) A statement setting forth the amount of the monthly Common Expense assessment and any unpaid Common Expense or special assessment currently due and payable from the selling Unit Owner;
- (c) A statement of any other fees payable by Unit Owners;
- (d) A statement of any capital expenditures anticipated by the Association;
- (e) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects;
- (f) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- (g) The current operating budget of the Association;
- (h) A statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant;
- (i) A statement describing any insurance coverage provided for the benefit of Unit Owners;
- (j) A statement as to whether the Board of Directors has knowledge that any alterations or improvements to the Unit or to the Limited Common Elements assigned thereto violate any provisions of the Declaration;
- (k) A statement as to whether the Board of Directors has knowledge of any violations of the health or building codes with respect to the Unit, the Limited Common Elements assigned thereto, or any other portion of the Planned Unit Development ; and
- (l) A statement of the remaining term of any leasehold estate affecting the Planned Unit Development and the provisions governing any extensions or renewal thereof.
- (m) Upon the sale of any unit, all unpaid monthly assessments and special assessments shall be paid in full and an additional assessment in the amount of the quarterly assessment in effect at the time of the sale shall be paid to the Association for deposit in the Association reserve account.

ARTICLE IX: TERMINATION

Procedure.

The provisions of the Declaration and the then applicable laws of the State of Maine shall be followed should it be deemed advisable that the Planned Unit Development be terminated.

ARTICLE X: RECORDS

Records and Audits.

The Association or the managing agent, shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners and financial records and books of account of the Association according to generally accepted accounting principles, including, (i) a record of all receipts and expenditures; (ii) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due; (iii) a record of the actual cost, of the maintenance of the Common Elements; and (iv) an accurate account of the current balance in the reserve for replacement and for emergency repairs, if any.

Records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, his duly authorized agents or attorneys, at the expense of the Unit Owner, during normal business hours and after reasonable notice.

Any mortgagee or unit owner can request an audit of the books of the Planned Unit Development be prepared by a certified public accountant which shall be prepared at the expense of such mortgagee or unit owner.

Copies of the Declaration, these By-Laws, the Rules and Regulations of the Association and the floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Association and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XI: ALIENATION OF COMMON ELEMENTS

Section 1: Alienation of Common Elements.

Portions of the Common Elements may be conveyed or subjected to a secured interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree to that action. Proceeds of the sale are an asset of the Association.

Any vote to sell, transfer or encumber the Common Elements may include a release of that real estate from any restrictions imposed on that real estate but may not deprive any Unit Owner of his rights of access.

ARTICLE XII: MISCELLANEOUS

Section 1: Invalidity.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 2: Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3: Gender.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4: Waiver.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5: Fiscal Year.

The fiscal year of the Association shall end on the last day of December of each year, or on such other date as the Board of Directors shall so decide.

Section 6: Investments.

The funds of the Association may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Directors in its discretion may deem desirable.

Section 7: Bank Accounts.

The Board of Directors shall maintain a fund in a bank account for the payment of the costs and expenses of the Association. Withdrawals from such fund shall be by the signature of any person or persons designated by the Board of Directors.

ARTICLE XIII: AMENDMENTS TO BYLAWS

Section 1: Amendments to Bylaws.

These Bylaws may be amended by the vote of fifty one percent (51%) of all Unit Owners at any meeting of the Association duly called for that purpose.

Section 2: Execution of Amendments.

Amendments to these Bylaws may be executed and recorded by the President or, in his absence, the Vice-President or the Treasurer, on behalf of the Association and the Secretary shall certify any such amendment.

Amended By-Law References:

October 23, 2018 “*Article VI: Operation of Property, Section 8: Notice of Violation and Fines for Violation by Unit Owner*”

October 15, 2024 “*Article VI: Operation of Property, Section 7: Abatement and Enjoinment of Violations by Unit Owners*”

October 15, 2024 “*Article VI: Operation of Property, Section 1 Determination of Common Expenses (c)*”