

BYLAWS
OF
GRAND TRAIL PLACE II & III HOMEOWNERS' ASSOCIATION

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Grand Trail Place II & III Homeowners' Association, a non-stock, non-profit corporation organized and existing under the laws of the State of Maine.

Section 2. "Common Areas" or "common open area" shall mean and refer to any Association Property as shown on the subdivision plans entitled "Amended Subdivision Overall, Grand Trail Place II, Lindsey Road, Wells, Maine", "Amended Subdivision Plan A, Grand Trail Place II, Lindsey Road, Wells, Maine" and "Amended Subdivision Plan B, Grand Trail Place II, Lindsey Road, Wells, Maine", all dated May 2016 as revised through 1/11/18 and recorded with the York County Registry of Deeds in Plan Book 395 at Pages 8 through 10, "2nd Amended Subdivision Plan B, Grand Trail Place II, Lindsey Road, Wells, Maine", dated May 2022 as revised through 5/9/22 and recorded with the York County Registry of Deeds in Plan Book [REDACTED] Page [REDACTED], "2nd Amended Subdivision Overall, Grand Trail Place III, Lindsey & Branch Road, Wells, Maine" dated August 2019, and "2nd Amended Subdivision, Grand Trail Place III, Lindsey & Branch Road, Wells, Maine", dated October 2019 as revised through 5/9/22 and recorded with the York County Registry of Deeds in Plan Book [REDACTED] at Pages [REDACTED] through [REDACTED], and any amendments thereto, (the "Plan") together with any real property transferred or owned by the Association.

Without limitation, these areas may include the streets and ways or other improvements shown on the said plan provided that any may, in the future, be transferred to the Town of Wells. However, notwithstanding the above, "common areas" or "common open area" shall not refer to any open space area retained by the Grantor, as described in Note 18 to the Plan. All members of the Grand Trail Place II & III Homeowners Association shall have rights across the above "common areas" or "common open area" and easements as shown on the above referenced plans.

Section 3. "Declaration" shall mean and refer to the Declaration of Grand Trail Place II & III Homeowners' Association with Covenants, Restrictions, and Conditions, dated _____, recorded in the York Registry of Deeds in Book _____, Page _____, , and Exhibit A attached thereto, as the same may be amended from time to time (the "Declaration").

Section 4. An "Owner" or "Member" shall mean and refer collectively to all owners of record of a certain lot (whether an individual person, corporation, partnership or other legal entity) subject to the Declaration, but shall not mean and refer to an owner of record, whose only interest in such lot or parcel of land is as mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have

delivered a certificate to this effect to the Secretary of the Association. Any Owner which is made subject to the terms of the Declaration shall also be a Member.

ARTICLE II

Location

The principal office of the Association shall be located in the Town of Wells, in the County of York and State of Maine. The registered office of the Association shall be located c/o Bergen & Parkinson, LLC, 62 Portland Road, Suite 25, Kennebunk, ME 04043. Milda A. Castner, Esq. shall serve as agent for service of process on the Association at the address.

ARTICLE III

Membership and Voting Rights

Section 1. Each Owner as designated in Article I, Section 4, shall be a Member of the Association.

Section 2. Each Owner shall be entitled to one vote for each lot owned. Any inability of an Owner or Member to provide evidence of a valid vote by a majority of its owners – in the case where a lot is owned by an entity or multiple individuals – shall be deemed to have abstained from any vote or decision of the Association.

Section 3. The rights of membership are subject to the payment of assessments levied by the Association, the obligation of which assessments is imposed against each Owner and becomes a lien upon the lot against which such assessments are made as provided by ARTICLE IV hereof. No Member may be released from any obligations of membership by non-payment or other default under the Declaration, and membership shall be automatic and run with the ownership of a lot.

ARTICLE IV

Financing of Association – Assessments

Section 1. Assessment. The principal method of financing the operations of the Association shall be by assessment of Members. Each Member, by the acceptance of the deed for a lot, shall be deemed to covenant and agree, whether or not it shall be expressed in such deed or in any other conveyance, to pay assessments to the Association with no profit to accrue to the Association. The assessments shall be for (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. Assessments shall be used for the purpose of providing funds for the common expenses, maintenance, repair, replacement, administration, operation and improvement of the lots and the Common Areas, including:

- (a) the cost and management of snow removal, if not publicly provided;
- (b) maintenance, repair and replacement of the roads as shown on the plan, which roads shall remain private until or unless the roads are made public, as well as all electrical

and telephone cables, water, sewer and drainage pipes, equipment and facilities located in the Common Areas;

- (c) maintenance, repair and replacement of the fire pond and all associated infrastructure;
- (d) capital reserves for the installation, repair, replacement or removal and discontinuance (as the case may be) of any common facilities or any improvements to the Property; and
- (e) care and maintenance, on an as-needed basis, of any and all stormwater detention or retention areas on the plan;
- (f) the operation of the Association;
- (g) maintenance, repair and replacement electrical and telephone cables, water, sewer and drainage pipes, equipment and facilities serving the lots not otherwise maintained by the Town of Wells or public utilities; and
- (h) such other common benefits on such terms as the Directors may determine from time to time.

Section 3. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Date of Commencement of Assessments. The assessments provided for herein shall commence as to all lots on the first day of the month following the issuance of a Certificate of Occupancy for a lot or two years after the date a lot was first conveyed by the Declarant to any other party, whichever shall first occur. The Board of Directors shall fix the amount of the assessment against each lot on an annual basis, at least thirty (30) days in advance of the start of each calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 5. Method of Assessment. Each assessment shall be based on ownership of a lot in the Association with the determination of the Board of Directors as to the method to be used for each such assessment to be final and conclusive.

Assessments shall be established based on estimated annual expenditures of the Association. A proposed budget shall be prepared sixty (60) days in advance of each fiscal year and shall be mailed to Members thirty (30) days in advance of the budget meeting. The budget

shall be presented to the Members for their review and comment, provided that the adoption of the final budget shall be the responsibility of the Board of Directors.

Section 6. Payment of Assessments. Each Member shall pay to the Association or its authorized representative (1) on the first day of each month, or on such other date that the Board of Directors may determine in writing, one-twelfth (1/12th) of the Assessment, assessed on an annual basis; and (2) all special assessments and any other sums duly levied pursuant to these Bylaws, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided by these Bylaws, on the first day of the next month which begins more than ten (10) days after delivery to the Member of notice of such special assessment or levy or such other date that the Board of Directors may determine in writing. If for any reason the Association shall revise the annual budget of the Association whereby the Assessments, or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Member shall pay to the Association or its authorized representative such revised annual Assessment.

Section 7. Failure to Pay Assessments. If any Member shall fail to pay any assessment levied by the Association within sixty (60) days from the due date specified by the Association, the Association shall file a notice of such nonpayment with the York County Registry of Deeds, and from and after the time a notice of such failure to pay is recorded, in the office of the Register of Deeds for York County, the Association shall have a lien against the Member's lot for the amount due and not paid, plus interest at the rate of eighteen percent (18%) per annum from the specified due date to the date of payment thereof and all costs and expenses of collection, including reasonable attorneys' fees. Such lien shall be at all times junior to any first mortgage to or owned by a financial institution and may be foreclosed by the Association in the same manner as residential real estate mortgages may be foreclosed under the laws of the State of Maine. Failure to file any such notice shall not invalidate the lien herein or relieve any obligation to pay.

Section 8. Membership Rights. If any Member shall fail to pay any assessment levied by the Association within thirty (30) days from the due date specified by the Association, the membership rights and privileges of such Member may be suspended by the Board of Directors for such period during which any such assessment shall remain unpaid. Upon subsequent payment of such assessment, with interest (if any) as specified in Section 7 above, the membership rights and privileges of such Member shall be automatically restored.

ARTICLE V

Board of Directors

Section 1. The affairs of the Association shall be managed by a Board of not less than five (5) and not more than seven (7) Directors who shall be members of the Association, and who shall hold office until the election of their successors.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI

Election of Directors

Section 1. Directors shall be elected for terms of three years at the annual meeting of the Members. Initially, there shall be three Directors elected at the first annual meeting elected by lot, one for a one-year term, one for a two-year term, and one for a three-year term. At such meeting, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of ARTICLE III hereof. The person receiving the largest number of votes shall be elected.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a special meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Section 2 of ARTICLE XIII hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the: assessments or charges referred to in ARTICLE IV hereof.
- (d) To adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authorities vested in or delegated to the Association under Maine law, except those reserved to the Members.

Section 2. It shall be the duty of the Board of Directors:

- (a) To 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 such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Section 2 of ARTICLE VIII hereof.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (d) To maintain a list of each and every Owner of a lot and of assessments applicable to each lot which shall be kept in the office of the Association and shall be open, during reasonable business hours, to inspection by any Member.

- (e) To send written notice of each assessment to each Owner of a lot subject thereto.
- (f) To issue, or cause an appropriate officer to issue, upon demand by any Member a certificate setting forth whether any assessment has been paid.

ARTICLE VIII

Directors Meetings

Section 1. The Board of Directors shall meet at such times and places as it may determine.

Section 2. Meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than three (3) days' notice to each Director.

Section 3. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE IX

Other Committees

Section 1. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more other committees, each committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution or resolutions or in these Bylaws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in these Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors.

The Committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE X

Officers

Section 1. The officers of the Association shall be a President, a Secretary, a Treasurer and a Clerk. The President shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Members and of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall

sign all notes, leases, mortgages, deeds and other written instruments (except checks for the disbursement of funds of the Association).

Section 5. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall record in a book to be kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 6. The Treasurer shall receive and deposit in appropriate corporate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer shall sign all notes and checks of the Association, provided that such notes shall also be signed by the President.

Section 7. The Treasurer shall keep proper books of account of all financial transactions of the Association. He or she shall prepare an annual budget and an annual balance sheet and operating statement and shall present the same to the membership at its regular annual meeting.

Section 8. The Board of Directors, at its discretion, may appoint such other officers or agents as it may deem advisable, and prescribe the powers and duties thereof.

ARTICLE XI

Meetings of Members

Section 1. The regular annual meeting of the Members shall be held on the second Saturday of September at Seven O'clock (7:00) in the P.M., Eastern Daylight Time, in Wells, Maine.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Secretary or the Treasurer, or by the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of all meetings shall be given to the Members by the Secretary. Notice may be given to each Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to the address appearing on the books of the Association. The Association may also authorize the use of e-mail for the giving of notice. Each Member shall register his or her address with the Secretary, and notices of meetings shall be mailed to him or her at such address. Notice of any regular or special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth the nature of the business to be transacted.

Section 4. Unless specific provision is made in these Bylaws for a different assent of the voting Members as a whole or by class, all matters coming before the membership at the annual meeting or at special meetings shall be carried by the assent of a majority of the votes of all voting Members who are voting in person or by proxy.

Section 5. Unless specific provision is made in these Bylaws for a different quorum on special matters of the membership as a whole or by class, the presence at any meeting of Members entitled to cast, or of proxies entitled to cast, in the aggregate one-third (1/3) of the total votes of the membership shall constitute a quorum for any action governed by these Bylaws.

Section 6. The act of the majority of Members present at any legal meeting at which a quorum is present shall constitute an act of the Association.

ARTICLE XII

Proxies

Section 1. At all meetings of members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon any Member ceasing to be the Owner of a lot.

ARTICLE XIII

Insurance and Related Matters

The Board of Directors of the Association may, but need not, obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each lot, the Association and Board of Directors, or any of them, from liability in connection with the Common Areas. Each Owner, at his or her own cost, shall be responsible for his insurance on the lot and additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the property, and personal liability to the extent not covered by the liability insurance provided by the Association.

ARTICLE XIV

Books and Paper

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be open to the inspection of any Member.

ARTICLE XV

Corporate Seal

Section 1. The Association need not have a seal.

ARTICLE XVI

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Further, these Bylaws shall not be amended in a way that conflicts with the said Declaration, as the same may be amended from time to time, and in the event of any conflict between these Bylaws and the Declaration, the terms of the Declaration shall control.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

Dated: _____, 20__

Daniel Chase Family Real Estate Trust

By: _____

Thomas D. Chase, its Successor Trustee, thereunto
duly authorized