BYLAWS OF
WILBUR'S WOODS HOMEWNERS CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is WILBUR'S WOODS HOMEOWNERS CONDOMINIUM ASSOCIATION. The principal office of the corporation shall be located at ___ McKeen Street, Brunswick, Maine, but meetings of Members and the Board of Directors may be held at such places within the State of Maine, County of Cumberland, as may be designated by the Board of Directors thereof.

ARTICLE II

DEFINITIONS

"Association" shall mean and refer to Wilbur's Woods Homeowners Condominium Association, a Maine non-profit corporation and non-stock corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association and shall be comprised of four (4) members appointed by the Owners as provided in these Bylaws.

"Common Areas" shall mean all Common Elements, Limited Common Elements, and shared reciprocal easements benefiting the Condominium and the unit owners.

"Declarant" shall mean and refer to Wilbur's Woods, LLC, its successors and assigns.

"Declaration" shall mean and refer to the Declaration of the Wilbur's Woods Homeowners Condominium dated _____, 2024 and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to a Unit as shown on the Plan, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Plan" shall mean the plan entitled "Wilbur's Woods Condominium" prepared by Sitelines, P.A., dated _____, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Plan").

Section 7. "Unit" shall mean the twenty-one condominium units laid out as 1 through 21 on the Plan.

Section 11. Capitalized terms used but not otherwise defined herein shall have the definition as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first Annual Meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular Annual Meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 4:00 p.m. unless otherwise agreed by unanimous consent of the Board of Directors. If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote in the aggregate sixty percent (60%) of the votes in the affairs of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by email, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's mailing or emails address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, in the aggregate sixty percent (60%) of the votes in the affairs of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Unit.

Section 6. Participation. Members may participate in meetings by telephone or other electronic means such as, by way of example, Zoom or Google Meet. Members so participating shall be deemed present at such meetings for all purposes hereunder.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number, Qualifications, Election and Term of Office. The affairs of this Association shall be managed by the Board of Directors which shall consist of four (4) members, initially designated by the Declarant. During the Declarant Control Period, the members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. At the expiration of the Declarant Control Period, as the same is defined in the Declaration, all members of the Board of Directors appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time), shall be replaced with Directors appointed by the Unit Owners, with each Unit Owner entitled to appoint one Director, all of whom shall be Members of the Association provided, however, that in the case of a Member which is a corporation, partnership, limited liability company, trust or estate, or other entity capable of holding title to real property in the State of Maine, a designated representative thereof having an interest therein.

Section 2. Compensation. No Director shall receive compensation for any service said Director may render to the Association. However, the Board of Directors may agree, by unanimous consent, to reimburse Board Members for their actual expenses incurred in the performance of their duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held biannually without notice, on such days and at such place and hour as may be fixed from time to time by resolution of the Board.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Participation. Directors may participate in meetings by telephone or other electronic means such as, by way of example, Zoom. Directors so participating shall be deemed present at such meetings for all purposes hereunder.

Section 5. Action Taken With and Without a Meeting. Any action of the Directors shall require the consent of the majority of Directors in attendance at meeting duly called and with a quorum present and acting throughout. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, by unanimous consent, provided such rules and regulations are not inconsistent with, and do not have the effect of, amending or terminating any provision of the Declaration, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) 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;

(d) collect regular and utility assessments payable to the Master Association directly from Members;

(e) 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, unless excused, in which case the remaining members of the Board of Directors shall appoint a replacement member of the Board of Directors until the next regular election;

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(h) enforce the terms and provisions of the Declaration, these Bylaws and the rules and regulations of the Condominium.

Section 2. 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 such statement is requested in writing by the Members who are entitled to vote in the aggregate sixty percent (60%) of the votes in the affairs of the Association;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit including any reserves as may be included in such assessment, at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth 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, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, and such other insurance as the Board deems necessary or appropriate such as, for example, officers and directors liability insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained, repaired, replaced, administered and operated as described in the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a

Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 3. Term. The officers of this Association 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 otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the

Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual examination of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting and deliver a copy of each to the Members.

Section 9. Committees. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE IX

ASSESSMENTS

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his, her or its Unit.

Section 2. Initial Reserve Payment. In addition to the assessments described above, in order to ensure an adequately funded reserve fund for the maintenance, repair and replacement of all of the Elements of the Property which are the responsibility of the Association, the Association will require purchasing Unit Owners to pay an amount equal to two months' condominium assessment into the reserve fund established by the Association for such purposes, as established by the Board of Directors from time to time.

ARTICLE X

LIABILITY OF BOARD MEMBERS AND OFFICERS

Section 1. Exculpation. No Board member or officer of the Association shall be liable for acts or defaults of any other officer or members or for any loss sustained by the Association or any Member thereof, unless the same has resulted from such Board member's own willful misconduct or gross negligence.

Section 2. Indemnification. Every Board member, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been a Board member, officer or Member of the Association whether or not he or she continues to be such Board member, officer or Member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his or her duties, or in the absence of such final adjudication, any determination of such liability by the opinion of the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE XI

GOOD FAITH COOPERATION

The Board of Directors and the Officers of the Association will use good faith efforts to cooperate with each other in all matters relating to the activities of the Association.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may not be amended or terminated, in whole or in part, except by the vote or by the written approval of the Owners holding one hundred percent (100%) of the votes in the affairs of the Association and written approval from eligible mortgage holders, defined as being those holders of a first mortgage on a Unit who have delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

Section 2. 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.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Adopted: _____.