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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Meadowbrook Neighborhood Subdivision, North Yarmouth

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made as of May 15, 2019 by **CONSTRUCTION AGGREGATE, INC.**, a Maine Corporation, whose mailing address is P.O. Box 307, Cumberland, Maine 04021, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of North Yarmouth, County of Cumberland, and State of Maine, consisting of Lots 1 through 23, Rangeway Lane, so-called, and the Open Space/No-Lot Buffer, all being more particularly shown on the plan entitled "Meadowbrook Neighborhood Subdivision, North Yarmouth, Maine," dated February, 2019, approved by the Town of North Yarmouth Planning Board on April 9, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 167 (the "Plan"); and

WHEREAS, the Declarant desires to allow for the use, benefit and enjoyment of Lots 2 through 21 as shown on the Plan, and the Road, as defined below (collectively, the "Property") in accordance with a harmonious plan, consistent with the approvals, land use and zoning ordinances of the Town of North Yarmouth and the requirements of the State of Maine, and to this end desires that the Property shall be subjected to certain restrictions, reservations, covenants and easements as hereinafter set forth.

NOW THEREFORE, the Declarant HEREBY COVENANTS AND AGREES that the Property and rights appurtenant thereto are and shall be held subject to the restrictions, reservations, covenants and easements set forth in this Declaration which Declaration shall inure to the benefit of and be binding upon the Declarant, its successors, and assigns, and the owners of the Property, their respective heirs, successors and assigns and which shall run with the title to the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I
DEFINITIONS

1. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any and all lots which are part of the property for the purposes of this Declaration. "Owner" shall include contract sellers, but shall excluded those having such interest merely as security for the performance of an obligation.

2. Building. "Building" shall mean and refer to any residential structure or similar improvement.

3. Common Expenses. "Common Expenses" shall mean and refer to expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

4. Association. "Association" shall mean and refer to Meadowbrook Neighborhood Subdivision Homeowners Association, a Maine non-profit corporation, its successors and assigns.

5. Lot. "Lot" shall mean and refer to each of the twenty (20) numbered residential lot shown upon the Plan, and which include Lots 2 through 21, inclusive. Lot shall not mean Lots 1, 22 or 23, which are the commercial lots, and which are not benefited or burdened by this Declaration.

6. Declarant. "Declarant" shall mean and refer to Construction Aggregate, Inc., and shall also include its successors and assigns, if such successors and assigns should acquire (a) more than one undeveloped lot from the Declarant for the purpose of development, and (b) an assignment or partial assignment of Declarant's rights hereunder.

7. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

8. Road. "Road" shall mean and refer to the subdivision road referenced as "Rangeway Lane on the Plan, the abutting sidewalks and related utility and drainage easement areas designated on the Plan, but only such portion there of as extends in an easterly direction from Route 9 to the hammerhead.

Article II
PROTECTIVE COVENANTS AND RESTRICTIONS

Each Lot is hereby made subject to the following protective covenants and restrictions:

1. Residential use. Each Lot shall be used for single family residential purposes only. No Lot owner shall reside in any trailer, mobile home, or other temporary structure on such land, or allow others to do so. No trade business, or commercial activity of any nature shall be conducted on such lot except those permitted by the Town of North Yarmouth, "Home Occupation" Zoning Ordinance.

2. Building. All buildings or other structures shall have the roof and outside finish completed within one (1) year after construction has begun. All landscaping and driveway surfacing shall be completed within one (1) year after occupancy of the dwelling. All driveways must have one (1) layer of hot bituminous asphalt.

3. Easements. Lots 3, 5, 7, 9, 10, 12, 13 and 14 are subject to one or more of the following: (a) 10' x 10' CMP Transformer Easements, (b) 30' Access and Drainage Easement and (c) 50' Access and Utility Easements, all of which are more particularly shown on the Plan, said easements being for the benefit of the Declarant, its successors and assigns, the Association, and third party public utilities to construct, maintain, alter and repair any culverts, swales, pipes, or other facilities necessary for adequate drainage.

4. Exterior Features. Each home located on a Lot shall be required to have one granite yard

light post with matching light fixture. Each home located on a Lot shall be required to have granite steps to the front door or front porch area.

5. Septic System. All Lot owners shall install a Fuji Clean CEN unit to treat water before it is discharged into a drain field. The Association shall be responsible or Fuji septic system bi-annual maintenance. Such expenses shall be included and allocated to Lot owners through the periodic Association assessments. The Town of North Yarmouth and/or its agent shall have the right to periodically inspect said systems.

Article III
SUBDIVISION ROAD

Declarant shall construct the Road, the abutting sidewalks, and the related storm water and erosion control facilities, all in compliance with applicable laws and regulations. Each and every Lot shall have as an appurtenance to such Lot a right and easement to use the Road for vehicular and pedestrian ingress and egress.

The Association shall be responsible for the maintenance, upkeep, repair and replacement of the Road, regardless of whether ownership of the Road is transferred to the Association. The Road shall be maintained by the Association in a safe and passable condition, at all times. The Road shall be plowed free of snow within a reasonable amount of time after each snowfall. The Road shall be paved and maintained in that condition, provided the initial paving of the Road shall be at the Declarant's sole expense. The Associations shall also be responsible for the maintenance, upkeep, repair and replacement, to the same degree as set forth above, of the shared driveways located on Lots 10, 11, 12 and 13, which such maintenance shall include show plowing.

Upon completion of construction of the Road and related stormwater and erosion control facilities, Declarant shall have no further liability for the maintenance, upkeep, repair and replacement of the Road. By acceptance of a deed to a Lot, each owner agrees to pay its share of the costs of such maintenance, upkeep, repair and replacement of the Road, as further set forth herein and in the Bylaws.

The Declarant reserves the fee title to the Road as shown on the Plan and reserves the right to convey utility and other sewer easements and associated easements to public utilities, and the right to convey the fee title to the Road to the Association, or the Town of Yarmouth upon acceptance as a public street. The Association shall accept ownership of the Road if requested to do so by Declarant, and recording of the deed conveying the Road shall be deemed conclusive evidence of acceptance by the Association.

Article IV
ENFORCEMENT, ASSOCIATION

1. The Association, as agent for the Lot owners under an irrevocable agency coupled with an interest, as beneficiary of all covenants and provisions herein contained and as assignee of the Declarant, is vested with the right and duty, in its own behalf and in behalf of all Lot owners, to enforce all the covenants, liens, restrictions, and provisions herein contained;

except for any specifically reserved to the Declarant under Article III and paragraphs 2, 3, 5 and 6 of this Article II, and otherwise assigned or transferred.

2. Each and every owner or owners of a Lot shall be a Member of the Association, with membership therein being an appurtenant obligation of each Lot owner(s). Subject to the provisions in Article V concerning Declarant's voting rights, all Lot owners shall be entitled to one (1) vote for each Lot owned. A simple majority of the members (based on votes per Lot) of the Association shall constitute a quorum for any meeting of the Association, and a simple majority of the members (based on votes per Lot) present at a meeting may take any action. Other Provisions for the operations of the Association may be set forth in the Bylaws to be adopted by the Association. Any conflict between this Declaration and the Bylaw, other than Declarant's voting rights set forth in Article V, shall be controlled by the Bylaws. Any transfer of title to a Lot automatically transfers the regular membership appurtenant to that Lot to the transferee(s). A transfer in mortgage, however, shall not transfer membership until a foreclosure sale or sale in lieu of foreclosure is effectuated. For purposes of this Declaration, the effective date of transfer under the foregoing sentence shall be the earliest of (i) the expiration of the applicable period of redemption under the foreclosure laws of the State of Maine, or (ii) the date of execution of any deed-in-lieu of foreclosure.

3. The provisions of this Declaration have been adopted for the benefit of the owners of the Lots. Therefore, the violations or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriate legal or equitable proceeding. If any owner shall attempt, violate or permit any violations of any of the covenants, restrictions or reservations described herein, the Declarant or the Association may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuations of such attempts or violations, or both.

4. A Lot owner who is found by a court of competent jurisdiction to have violated any of the covenants, restrictions or reservations described herein, that decision shall constitute a lien on the Lot in the same manner and priority as the Assessments (as hereinafter defined). Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other owners, and the failure to enforce on any one (1) occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto.

5. The Association shall make such assessments to the members as it may deem necessary to carry out the functions and fulfill the obligations of the Association as herein described or as described in the Bylaws of the Association. Each Lot owner(s) shall apply to the Association annually, or in such periodic installments as the Association may determine, his/her proportionate share shall be one (1) share for each Lot, so that all lot owners share equally, whether or not a lot has a residence thereon. Assessments and other proper charges authorized and billed by the Association shall be a charge on the Lot and shall be a continuing lien upon the lot upon which such assessment is made. If the Assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said Assessment shall be delinquent and shall, together with interest at the rate of eighteen

percent (18%) per annum or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot owner which lien shall bind the Lot, with the buildings and improvements thereon as well as the delinquent Lot owner, his or her heirs, successors, personal representatives and assigns. Said lien may be enforced in the same manner as the lien for assessments against condominium units provided in the Maine Statutes, as the same may be amended. Said lien for unpaid assessments shall be prior to all liens for real estate taxes and other governmental, municipal assessments or similar charges against the Lot. All such charges, in addition to being a lien shall also constitute the personal liability of the owner of the lot so assessed at the time of the Assessment.

Article V
AMENDMENT; SPECIAL VOTING RIGHTS

This Declaration may be amended by a vote or by written approval of the Lot owners to whom at least fifty-one (51%) percent of the votes are allocated. Each Lot owner, other than the Declarant, shall be entitled to one vote for each Lot owned by that Lot owner, but in no event shall more than one vote be cast with respect to any Lot other than those, if any, owned by the Declarant. The Declarant (or any successor Declarant) shall be entitled to three (3) votes for each Lot owned by Declarant the expiration of five (5) years from the date of conveyance of the first Lot by Declarant to a purchaser. Thereafter, the Declarant shall be entitled to one (1) vote for each lot owned by the Declarant.

So long as the Declarant owns any portion of the Property, any amendments of this Declaration shall be effective only if approved in a written instrument or instruments executed by the Declarant.

Article VI
GENERAL PROVISIONS

If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

Declarant hereby retains the right to assign to a successor in title all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant or its successors and assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Registry of Deeds, and Declarant, shall then be relieved and discharged from every duty and obligation so assigned.

Declarant hereby reserves the right to specifically assign to any other person or entity all or any portion its rights and powers established hereunder in connection with its conveyance of the remaining land owned by the assignor in the Property or its mortgage of land in the Property, and such assignment, other than an assignment as security, if accompanied by an assumption of Declarant's obligations hereunder by the assignee, shall when recorded in the Registry of Deeds for Cumberland County, Maine, relieve Declarant, its successors and assigns from its or their obligations hereunder as to the Property or portion thereof so conveyed.

IN WITNESS WHEREOF, Construction Aggregate, Inc., has hereunto caused this instrument to be executed by Benjamin C. Grover, its President, thereunto duly authorized this 15th day of May, 2019.

Witness

CONSTRUCTION AGGREGATE, INC.

By: _____
Benjamin C. Grover
Title: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. May 15, 2019

Personally appeared before me the above-named, Benjamin C. Grover, President of Construction Aggregate, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Construction Aggregate, Inc.

~~Notary Public~~
Name: Nicholas T. McGrill
Commission Expiration: _____

AFTER RECORDING RETURN TO:
Nicholas J. Morrill, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

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QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONSTRUCTION AGGREGATE, INC.**, a Maine corporation, with a mailing address of 82 Doughty Road, North Yarmouth, Maine 04097, for consideration paid, grants to **GRAIVER HOMES, INC.**, a Maine corporation, with a mailing address of 40 Farm Gate Road, Falmouth, Maine 04105, with QUITCLAIM COVENANT, the land in the Town of North Yarmouth, County of Cumberland, State of Maine, described as follows:

Certain lots or parcels of land located on Rangeway Lane in the Town of North Yarmouth, County of Cumberland and State of Maine, being more particularly described as follows:

Lots numbered **2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21**, all as shown on and depicted on a plan entitled "Meadowbrook Neighborhood Subdivision, North Yarmouth, Maine," dated February, 2019, approved by the Town of North Yarmouth Planning Board on April 9, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 167 (the "Subdivision Plan").

This conveyance is made SUBJECT TO and TOGETHER WITH the benefit of the matters, easements, and notes set forth or referred to on the Subdivision Plan.

This conveyance is made SUBJECT TO and TOGETHER WITH the rights, easements, rights of way, covenants and conditions set forth in a Declaration of Covenants, Conditions and Restrictions, dated May 15, 2019 and recorded prior hereto in the Cumberland County Registry of Deeds.

EXCEPTING AND RESERVING to Construction Aggregate, Inc., the fee title to the Rangeway Lane as shown on the Subdivision Plan.

Being a portion of the premises conveyed to Construction Aggregate, Inc. by virtue of a Quitclaim Deed with Covenant from Gail S. Bruns, Cindy A. Cherner, J. Whitman Smith, Norman L. Smith and Nelson L. Smith, dated May 15, 2019 and recorded prior hereto in the Cumberland County Registry of Deeds.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Construction Aggregate, Inc. has caused this instrument to be signed and sealed in its corporate name by Benjamin C. Grover, its President, thereunto duly authorized this 15th day of May, 2019.

Witness

CONSTRUCTION AGGREGATE, INC.,
a Maine corporation

By: Benjamin C. Grover
Benjamin C. Grover
Title: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. May 15, 2019

Then personally appeared the above named Benjamin C. Grover, President of Construction Aggregate, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Construction Aggregate, Inc.

Before me,

~~Notary Public~~
Name: Nicholas J. Morrill
Commission Expiration

BYLAWS OF
MEADOWBROOK NEIGHBORHOOD SUBDIVISION
HOMEOWNERS ASSOCIATION

ARTICLE I
Name, Offices, and Purpose

Section I. Name. The name of the Association is the "**Meadowbrook Neighborhood Subdivision Homeowners Association**."

Section 2. The purposes of the Association are:

a. To establish a non-profit association of residential Lot owners for the fulfillment and enforcement of the Lot owners' responsibilities as described in a Declaration of Covenants, Conditions and Restrictions for Meadowbrook Subdivision dated May 15, 2019, and to be recorded in the Cumberland County Registry of Deeds. The effectiveness of this Association depends upon the cooperation and participation of the members.

b. In addition to all of the powers, authority and responsibilities granted to or imposed upon this Association as a nonprofit corporation by the laws of the State of Maine, all of which this Association shall have, this Association shall have the following specific powers to the fullest extent permitted by law:

> To levy and collect regular and special assessments and other charges against members as Lot owners; to appoint agents, to hire employees, and to make contracts; to promulgate rides and regulations as may be permitted by the Declaration, for the members of the Association; and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes permitted under Title 13-B of the Maine Revised Statutes, as amended.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to the nonprofit corporation, Meadowbrook Neighborhood Subdivision Homeowners Association, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property in North Yarmouth, Maine, shown as "Lots 2 through 21, inclusive," "Rangeway Lane," and "Open Space/No-Lot Buffer", as shown on a plan entitled "Meadowbrook Neighborhood Subdivision,", dated February, 2019, prepared by Sevee & Maher Engineers,, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 167 (hereinafter referred to as the "Plan"), as it may be amended from time to time, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Lot” shall mean and refer to any of the residential building lots of land, Lots 2 through 21, inclusive, as shown on the Plan.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation,

Section 5. "Declarant" shall mean and refer to Construction Aggregate, Inc. its successors or assignee.

Section 6. "Declaration" shall mean and refer to the "Declaration of Restrictions, Meadowbrook Neighborhood Subdivision," applicable to the Property, dated May 15, 2019, to be recorded in the Cumberland County Registry of Deeds.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration,

ARTICLE III
Meetings of Members

Section 1. Place of Meetings. Meetings of members may be held at the offices of the Association or at any other place within or without the State of Maine, as determined by the officers. It is permissible to hold meetings wherein one or two of the members to be present may be present by means of a conference call amplified to be heard by all those present in the meeting room.

Section 2. 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 six o'clock, p.m., unless otherwise mutually agreed. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday at the offices of the Association or at such other time and place as the members may determine. At the annual meeting, directors for the upcoming year shall be elected and other business shall be conducted. If a quorum shall not be present, such meeting may be adjourned by the members present for a period not exceeding sixty (60) days.

In case it shall happen at any time that an election shall not be held on the day herein before designated, such election may by be held at any subsequent meeting of the members at which a quorum may be present, such meeting to he called by the Board of Directors or any member or members holding not less than a majority of the number of voting rights, or by the Registered Agent, upon written request of such directors or members, by giving notice of the time and the place of holding such meeting in the manner provided by these Bylaws for giving notice of meetings.

Section 3. Special Meetings. Special meetings of the members, except as otherwise expressly provided, may be called by any of the following:

A. The President of the Association;
B. Written request of not less than thirty-three percent (33%) of the members; or
C. The Board of Directors.

Section 4. Notice of Meetings.

A. Except when notice is waived, as hereinafter provided, written or printed notice of each annual or special meeting of members shall be sent by the Registered Agent to all members entitled to vote at the meeting, by mailing the same, postage prepaid, not less than fifteen (15) days and not more than fifty (50) days prior to the meeting, addressed to such members at their respective addresses as recorded upon the books of the Association. Such notice shall state the place, day and hour of the meeting, and the purpose or purposes for which it is called. An affidavit of the mailing of such notice with a copy of the notice attached made by the person depositing the notices in the post office shall be sufficient proof of compliance with this requirement. No notice of any regular or special meeting of members is required, if all members entitled to vote or their respective attorneys thereunto duly authorized file with the records of the meeting a written waiver of such notice.

Section 5. Waiver of Notice and Call.

A. Notice of a meeting of members need not be given to any member who signs a waiver of notice in person or by proxy, either before or after the meeting.

B. Such signed waiver of notice shall also constitute a waiver of formal call of the meeting.

C. Attendance of a member at a meeting, in person or by proxy, shall of itself constitute waiver of notice and call, and of any defects therein, except when the member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened, or that insufficient notice thereof was given.

Section 6. Record Date for Determining Members.

Members of record at the close of business, two business days prior to the date notice of meeting is mailed or given, shall be the members entitled to notice and have voting rights.

Section 7. Quorum of Members. The presence at the beginning of any meeting of the Association, in person or by proxy, of more than fifty percent (50%) of the members of the Association shall constitute a quorum for the transaction of all business.

Section 8. 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 Lot.

Section 9. Unanimous Consent. Any action required or permitted to be taken at a meeting of the members, including annual meetings, may be taken without a meeting, if a consent in writing, setting forth the actions so taken, is signed by all of the members entitled to vote thereon.

Section 10. Order of Business. The order of business at all meetings shall be generally as follows, if applicable:

A. Roll Call.
B. Proof of Notice of Meeting or Waiver of Notice.
C. Reading of Minutes of preceding meeting.
D. Reports of Officers.
E. Report of Board of Directors.
F. Report of Committees.
G. Election of the Board of Directors.
H. Unfinished Business.
I. New Business.
J. Adjournment.

ARTICLE IV
Membership in the Association

Section 1. Membership. The members of the Association shall consist of each Owner of a Lot.

Section 2. Election. Each Owner of the Lots shall become a member upon ownership of a Lot. Such membership shall be thereafter effective until each such Owner shall convey each Lot or residence, whether or not for value, by gift, devise or otherwise. Where property is owned by more than one Owner, such Owners shall be considered one member.

Section 3. Voting. Voting of members shall be in accordance with the provisions of the Declaration and the Articles of Incorporation for the Association. Votes allocated to a member may be cast pursuant to a proxy duly executed in writing by a member. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate ten (10) months after its date, unless it specifies a shorter time.

At any meeting at which a quorum is present, the affirmative vote of a majority of the members present shall determine any question except the election of the Directors, unless a greater percentage vote is required by Law or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority shall be elected.

The Board of Directors of the Association shall manage the Association and exercise such powers on behalf of the Association, subject to the terms of these Bylaws.

Section 4. The Association is a corporation that is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making purposes of the Association.

ARTICLE V
Board of Directors

Section 1. General. The business and affairs of the Association shall be managed by a Board of Directors, which shall exercise such powers on behalf of the Association, subject to the terms of these Bylaws. The initial Board of Directors shall consist of three (3) persons to be appointed by the Declarant. The members so appointed may be removed and replaced by Declarant at Declarant's sole discretion. No later than sixty (60) days after the Declarant's completion of the construction, marketing and sale of all Lots, the Members shall elect a Board of Directors consisting of at least three (3) and no more than ten (10) individuals. Each director shall hold office for a one (1) year term and until his successor shall have been elected and qualified.

Section 2. Election. Within the sixty (60) day period immediately preceding the date by which directors appointed by the Declarant must resign pursuant to the Declaration and these Bylaws, a Special Meeting of the Association shall be held at which the Members shall vote for the election of at least three (3) and no more than ten (10) directors, which directors shall replace the prior directors appointed by the Declarant upon their mandatory resignation. All successor directors elected at said Special Meeting shall take office upon the resignations of the directors called for under the Declaration and these Bylaws and shall serve until the Annual Meeting next following their election. Thereafter, the Board of Directors shall he elected by the members at the Annual Meeting.

Section 3. Meeting. The Board of Directors may provide, by resolution, for regular meetings at a time and place, within or without the State designated in such resolution. Annual meetings shall usually follow the annual meetings of the members, Special meetings of the Board of Directors may be called by or at the request of the President or any two directors at a time and place designated by the Board of Directors.

Section 4. Notice. Regular meetings of the Board of Directors may be held without notice if the time and place of the meetings are fixed by the Board. If a time and place has not been fixed, regular meetings and special meetings shall be held upon written notice sent by mail not less than three (3) business days before the meeting. Any director may waive notice in writing either before or after the meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned is fixed and announced at such meeting. Neither the business to be transacted at, nor the purpose for which any Board meeting is called need be specified in the notice or waiver of notice. Attendance of a director at a meeting shall constitute a waiver of any notice and any defect in such notice.

Section 5. Quorum. A majority of directors then in office shall constitute a quorum for the transaction of business. If there are less than a majority at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The Directors present at a duly called or held meeting at which a quorum was once present may continue to do business notwithstanding the withdrawal of enough directors to leave less than a quorum.

Section 6. Action. Action taken by the Board of Directors shall be by majority vote.

Section 7. Compensation. The Board of Directors shall receive no compensation for their services as Directors; however, the members may by vote at any meeting reimburse Directors for out of pocket expenses incurred in such capacity.

Section 8. All members of the Board of Directors shall be members of the Association, except those appointed by Declarant as permitted herein.

Section 9. Committees. The Board of Directors may, by resolution, designate an executive committee and other committees consisting of two (2) or more directors and such committees may exercise all the power of the Board except those prohibited by law.

Section 10. Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors, including annual meetings, may be taken without a meeting, if a consent in writing, setting forth the actions so taken, is signed by all of the directors entitled to vote thereon.

Section 11. Vacancies. Any vacancy in the Board of Directors may be filled for the unexpired term by a majority of the remaining directors though less than a quorum of the Board.

Section 12. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Laws of the State of Maine, the Association shall have the specific powers to:

A. Adopt and amend Bylaws;

B. Prepare a proposed budget for presentation to the annual meeting of members;

C. Adopt and amend Rules and Regulations regarding the use, repair, maintenance and replacement of any property owned or managed by the Association;

D. Hire and terminate employees, agents and independent contractors;

E. Pay taxes and assessments which may be levied against any part of the Association property and provide for the payment of the same by the members through budget approval;

F. Determine the appropriate annual pro-ration and apportionment of dues among members, and the timely due date for payment thereof;

G. Take such action against such members as may be appropriate and lawful to collect unpaid dues or assessments;

H. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or members of the Board of Directors on matters affecting the Association;

I. Maintain and provide long-term funding for the inspection and maintenance of the grassed underdrained soil filters on the Association property. The filters shall be maintained semi-annually as set forth pursuant to Chapter 7.1 of the Maine DEP BMP Technical Design Manual; and

J. Maintain Rangeway Lane, the abutting sidewalks and related utility and drainage easement areas designated on the Plan, all in accordance with the Declaration.

K. Maintain each Fuji Clean CEN unit located on each Lot, which maintenance shall be conducted on a bi-annual basis, all in accordance with the Declaration; and

K. Exercise any other powers conferred by the Declaration or these Bylaws.

ARTICLE VI
Officers and Term of Office

Section 1. Reservation of Authority. Until the members specifically- vote to elect directors, or the same shall come into existence by operation of law, all authorities, privileges and rights ordinarily delegated to directors are vested in the Registered Agent of the Corporation. Meetings of the members may be represented to be meetings of directors if the nomenclature used by others demands it.

Section 2. Officers, Powers and Duties. The Association shall have as officers, a President, Treasurer and Registered Agent and such other officers, which may included one or more Vice Presidents, one or more Assistant Treasurers, a Secretary and one or more Assistant Secretaries, as the members may from time to time determine. The officers of the Association shall be the same as the officers of the Board of Directors. The several officers shall have such powers and duties not inconsistent with these Bylaws, as the Board of Directors may from time to time determine. The same person may occupy one or more offices. Officers shall be chosen annually, may be removed at any time with or without cause by the Board of Directors and subject to such removal shall continue in office until their successors are chosen and qualified. The Board of Directors may establish an Executive Committee to act between the directors meetings with such authorities as the Board of Directors may from time to time determine.

Section 3. Election of Officers. All officers shall be elected by ballot of the directors,

except that in the first instance all such officers may be elected at the first meeting of incorporation to serve until their successors are duly chosen and qualified. The Treasurer and Assistant Treasurer shall give bond for the faithful performance of their duties, if the directors shall so require, in such form and for such sum as the directors shall determine_ The Registered Agent shall be a resident of the State of Maine and shall be sworn to the faithful performance of his duties.

Section 4. Vacancies. in case of a vacancy in any office for any cause, the directors may elect a successor to the vacant office, and any successor so elected shall hold office until the next annual meeting of the directors and until his successor shall be duly elected and qualified.

Section 5. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the members and directors and shall also have such powers and duties as the Board of Directors shall from time to time determine.

Section 6. Vice Presidents. Vice Presidents, if and when elected, shall have such powers and duties as the Board of Directors and the President shall designate.

Section 7. Treasurer. The Treasurer shall be the general financial agent of the Association. Subject to the direction of the directors, he shall have custody of the monies and securities of the Association, except his own bond, and shall keep in books of the Association which shall be in his custody accurate records of all transactions of the office, which shall be open at all reasonable times to the inspection of any director. Ile shall have the authority to sign and endorse all checks and notes received by the Association, draw and accept all bills and drafts and also receive and give proper receipts and discharges for all monies due the Association from whatever source, unless otherwise restricted, He shall perform such other duties as the Board of Directors may prescribe.

Section 8. Assistants. Assistant Secretaries and Assistant Treasurers shall assist the Secretary or Treasurer, as the case may be, in the performance of his duties and at the request of such officers or of the President, shall perform the duties of such officers in the event of the absence or inability to act of such officers. They shall also perform such duties as the Board of Directors may from time to time prescribe for them or as the President may from time to time direct. Each Assistant Treasurer shall, ii requested to do so by the Board of Directors, furnish bond in such amount as may be determined by the Board of Directors.

Section 9. Registered Agent. The Registered Agent shall be sworn to the faithful discharge of his duties and shall record in books kept for that purpose all the votes and proceedings of the Board of Directors at their meetings. He shall also perform such other duties as shall be prescribed by the Board of Directors.

Section 10. Salaries. The several officers of the Association shall not receive salaries for their services.

Section 11. Indemnification.

A. Each person who shall be or shall have been an officer of this Association shall be indemnified by this Association against all liabilities and expenses at any time imposed upon or reasonably incurred by him in connection with, arising out of or resulting from any action, suit or proceeding in which he may be involved or with which he may be threatened, by reason of his then serving or theretofore having served as an officer of this Association, or of any other corporation, of which he shall at the request of this Association then be serving or theretofore have served as an officer or director or by reason of any alleged act or omission by him in any such capacity, whether or not he shall be serving as an officer or director of this or such other corporation at the time any or all of such liabilities or expenses shall be imposed upon or incurred by him.

B. The matters covered by the foregoing indemnity shall include any amounts paid by any such person in compromise or settlement if such compromise or settlement shall be approved as in the best interests of the Corporation by vote of a majority of disinterested Board of Directors and members present or represented at a meeting called for that purpose; but such matters shall not include liabilities or expenses imposed or incurred in connection with any matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable to this or such other corporation by reason of dereliction in the performance of his duty as such officer.

C. Each person who shall become an officer of this Association or of any such other corporation as aforesaid shall be deemed to have accepted and to have continued to serve in reliance in such office in reliance upon the indemnity herein provided. These indemnity provisions shall be separable, and if any portion thereof shall be adjudged to be invalid, such invalidity shall not affect any other portion which can be given effect without the invalid portion.

ARTICLE VII
Checks, Notes, Drafts and Other Instruments

Section 1. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Association may be signed by any officer or officers or person or persons authorized by the Board of Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by the Board of Directors to do so.

Section 2. Any loans from members to the Association shall be memorialized by promissory notes from the Association.

ARTICLE VIII
Assessments

If any Lot owner shall fail or refuse to pay to the Association when due his or her share of the assessments, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as may be set by

vote of the Board of Directors prior to the date on which the payment came due. Such Assessments with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Lot of such owner. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments, including penalties, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts. In any action to foreclose the lien for Assessments, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a Lot, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Lot owners shall have the power to bid and acquire such Lot at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Lot. Suit to recover a money judgment for unpaid Assessments and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

The lien is extinguished unless action to enforce the lien is started within Six (6) years after the full amount of the Assessment becomes due.

If at any time the Board shall determine the amount of the Assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly Assessments shall be determined and paid on the basis of such revision, subject to the rights of the members to reject such amendment by not less than eighty-five percent (85%) of the votes of the members at a meeting of the members called within such thirty (30) day period at the request of not less than twenty percent (20%) of the Lot owners.

The Board of Directors may, upon determining that circumstances exist which requires immediate assessment of the Lot owners, make special assessments, not to exceed an amount equal to one current monthly Assessment for each Lot unless approved by the Lot owners, which shall be due and payable when delivered to the Lot owners.

ARTICLE IX
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Meadowbrook Neighborhood Subdivision Homeowners' Association.

ARTICLE X

Amendments

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, along with the written approval of Declarant.

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 XI
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.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT the foregoing Bylaws constitute the original Bylaws of said Meadowbrook Neighborhood Subdivision Homeowners Association.

IN WITNESS WHEREOF, Benjamin C. Grover of Construction Aggregate Inc., incorporator of Meadowbrook Neighborhood Subdivision Homeowners Association, has executed this document this 15th day of May, 2019.

CONSTRUCTION AGGREGATE INC.

Witness

By: Benjamin C. Grover
Benjamin C. Grover
Its President