

BYLAWS OF 847 ROOSEVELT TRAIL CONDOMINIUM ASSOCIATION

ARTICLE I PLAN OF UNIT OWNERSHIP

1.1 Purpose. The administration of the Condominium Association shall be governed by these Bylaws, which have been adopted by the owners of Units in the Declaration of 847 Roosevelt Trail Condominium dated June ___, 2023, and recorded in the Cumberland County Registry of Deeds (the "Condominium"). The Condominium property is located at 847 Roosevelt Trail, Route 302, Windham, Maine.

The Condominium is established for commercial uses and enterprise. All present and future owners of any Unit in the Condominium shall become members of the 847 Roosevelt Trail Condominium Association (the "**Association**") which is organized and operated to provide for the management, maintenance and care of the common elements of the Condominium.

1.2 Definitions. Capitalized terms not otherwise defined herein or in the Declaration, shall have meanings specified in the Condominium Act.

1.3 Bylaws; Applicability. The provisions of these Bylaws apply to the Condominium Unit Owners, and to the transferees thereof. All present and future Owners, and their respective tenants, guests, licensees, servants, agents, employees and any other Person who shall use the common facilities of the Condominium, shall be subject to these Bylaws and to the Rules of the Condominium Association. The acceptance of a deed of conveyance, the entering into a lease, or the act of occupancy of a Unit, or any other portion of the Condominium, shall constitute an acknowledgment that such Owner, tenant, or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and will comply with them.

1.4 Office. The office of the Condominium and of the Unit Owners shall be located at the Condominium property or at such other place in the State of Maine as may be designated from time to time by the Unit Owners. No separate physical office space is contemplated and any communication addressed to the Unit Owner's Association shall be addressed to such commercially recognized mailing address or box office address as determined by the Board of Directors, or to the Registered Agent on file with the Maine Secretary of State's office, as required by law.

ARTICLE II UNIT OWNERS ASSOCIATION

2.1 Composition. All of the Unit Owners, acting collectively in accordance with the Condominium Act, the Declaration, and these Bylaws, shall constitute the members of the Association. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium common property and facilities, and performing all of the acts that may be required to be performed by the Association pursuant to

the Condominium Act. If there is any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control.

2.2 Voting. Each Unit shall be entitled to cast the number of votes in the Association proportional to its allocated (percentage) ownership interest set forth in the Declaration. If a Unit is owned in common by more than one Party, and only one individual representing a Party is present at a meeting of the Association, that individual shall be entitled to cast the votes pertaining to that Unit. As applied to a Party which is not a natural person, the word "Party" shall have the meaning set forth in the Declaration. Except where a greater or lesser number is required by the Condominium Act, by the Declaration, or by these Bylaws, the vote of the Owners of those Units to which are allocated at least eighty percent (80%) of the total votes allocated to all of the Units at any duly called meeting of the Association for which a quorum is present shall be required to adopt decisions at any such meeting.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place within Cumberland County, Maine, as may be designated by the Unit Owners and which place is stated in the notice of the meeting. Any meeting of the Association provided for herein may be conducted telephonically by phone conference, by video conference, by suitable internet hosting, or other similar electronic means or services, provided that any such means allows for all participants to participate and to be heard by all other participants.

2.4 Annual Meeting. The annual meeting of the Association shall be held on May 1st of each year, unless otherwise agreed in writing by all of the Unit Owners. At such annual meetings the Association may transact only such business as may properly come before them at such meetings. The Association shall be entitled to dispense with an annual meeting unless any Unit Owner, by notice given to all of the other Unit Owners, demands such a meeting.

2.5 Special Meeting. A special meeting of the Association may be called by written notice given by Unit Owners owning more than 50% of the allocated interests. The notice of any special meeting shall state the time, the place of such meeting to be held (which shall be reasonably convenient to or at the Condominium property), and the specific purpose thereof. No business shall be transacted at a special meeting except as stated in the written notice.

2.6 Notice of Meeting. Subject to Section 2.4, a notice of each annual meeting or special meeting of the Owners shall be given at least thirty (30) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held. Notice to each Owner of record is to be given to or at (i) the mailing address of their respective Units, or (ii) to or at such other address as an Owner may have designated by written notice to the Association, or (iii) to an internet or email address provided and on file with the Association. Each Owner is expected to maintain on file with the Association a current address, including but not limited to that as set forth in (iii), above, for purposes of notice and the sending of assessment bills, notifications and the like. The mailing or sending of a notice of a meeting in the manner provided in this Section shall be considered service of notice.

2.7 Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy in accordance with the provisions of the Condominium Act.

2.8 Quorum. The presence, either in person or by proxy, of the Owners of the Units to which are allocated at least seventy-five percent (75%) of the Votes in the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meetings the Association.

ARTICLE III BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Condominium shall be managed by the Board of Directors of the Association. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are directed to be exercised and done or performed under the Condominium Act, the Declaration, or by these Bylaws. The Association shall enforce any Rules adopted for the enjoyment of the Condominium, provided that such Rules shall not be in conflict with the Condominium Act, the Declaration, these Bylaws or the existing permits and approvals issued by governmental authority regarding the premises. The Association may delegate to one of its members the authority to act on behalf of the Unit Owners on various matters which might arise between meetings of the Unit Owners. Any such delegation shall be made in writing, and maintained in the records of the Association.

In addition to the general duties imposed by these Bylaws and the Declaration, the Association shall have the power to, and be responsible for, the following:

(a) Confirm and collect the assessments allocated to the Condominium Units under the Declaration.

(b) Make assessments to defray Common Expenses of the Condominium.

(c) Enforcing by legal means the Rules, if any, respecting the use of the Condominium and the provisions of the Declaration, these Bylaws, other Condominium Instruments (as defined in the Declaration) and is authorized in bringing any proceeding which may be instituted on behalf of the Owners.

(d) Confirming that insurance against liabilities has been obtained by each of the Owners and tenants.

(e) To do such other things and acts not inconsistent with the Condominium Act or the Declaration which it may be authorized to do by a Resolution of the Association.

3.2 Regular Meetings. The holding of regular meetings of the Association shall be in accordance with the provisions of the Declaration and these Bylaws.

3.3 Special Meetings. Special meetings of the Association shall be held in accordance with the provisions of the Declaration and these Bylaws.

3.4 Voting and Quorum. All voting rights and quorum requirements are as set forth herein and in the Declaration.

3.5 Compensation. No Unit Owner or its representative shall receive any compensation from the Condominium for acting as part of the Association, unless such compensation is expressly approved by the Unit Owners.

3.6 Report to Unit Owners. A full and clear statement of the business to be conducted at each meeting shall be provided to the Unit Owners prior to the meeting.

3.7 Fidelity Bonds. The Association may require that all officers, agents (including any Property Manager) and employees of the Association, if any, and/or the Property Manager, handling or responsible for funds, furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

3.8 Dispensing with Meeting and Notice. Any action by the Association which is required or permitted to be taken only at a meeting may be taken without a meeting in the event all Members of the Association agree in writing to allow such action.

3.9 Liability of the Association. The Unit Owners, while acting as the Association, shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the Unit Owners shall have no personal liability in their capacity as the Association with respect to any contract made by them relating to their duties as the Association hereunder, unless made in bad faith, due to willful misconduct, or contrary to provisions herein. It is also intended that the liability of any Owner arising out of any contract made by the Association, or out of the indemnity set forth in this Section 3.10 in favor of the members of the Association, shall be limited to such proportion of the total liability thereunder as such Owner's Allocated Interest bears to the Allocated Interest of all of the Owners in accordance with the Declaration. Every written agreement made by the Association, or by a Manager/Operator acting for the Association, shall, if obtainable, provide that the Association or the Manager/Operator, as the case may be, is acting only as agents for the Owners and shall have no personal liability thereunder, and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Allocated Interest bears to the Allocated Interest of all Owners in accordance with the Declaration. The Owners shall indemnify any person who was or is a party, or who is threatened to be made a party to any pending or completed action, suit, or proceeding, whether or not based in contract, by reason of the fact that such person is or was a director or officer of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement incurred by him in connection with such action, suit, or proceeding, unless such person acted in bad faith, was guilty of willful misconduct, or acted contrary to the provisions of the Declaration, these Bylaws or applicable law.

3.10 Agreements, Contracts, Deeds, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations shall be executed by any person or persons designated by the Association.

ARTICLE IV

Intentionally omitted

ARTICLE V OPERATION OF THE CONDOMINIUM

5.1 Determination of Common Expenses and Assessments. The Condominium shall be operated in accordance with the Declaration, these Bylaws, and all other recorded rights, easements and/or restrictions then affecting the Property and Units.

5.2 Collection of Assessments. All assessments for Common Expenses shall be collected in accordance with the Act.

5.3 Maintenance and Repair.

(a) **By the Unit Owners Association.** The Association shall be responsible for the maintenance and repair of the Common Elements, other than Limited Common Elements which shall be the responsibility of the Owners of the Unit or Units to which they are allocated. The operation of the Condominium shall be the responsibility of the Association.

(b) **Manner of Constructions Repair and Replacement.** All construction, repairs and replacements that are the responsibility of the Association shall be performed and undertaken in accordance with the provisions and requirements of all laws, ordinances, rules and regulations applicable to the property and in accordance with the Declaration and these Bylaws.

5.4 Restrictions on Use of Units. Any restrictions on the use of Units are set forth in the Declaration.

5.5 Rules. Rules concerning the operation and use of the common elements of the Condominium may be promulgated and amended by the Association, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration, these Bylaws or any rights, easements or restrictions affecting the Condominium Property. In addition, no rules, restrictions or provisions of the Declaration, these Bylaws or of the Association shall be made, adopted or undertaken which would impede in any material manner the uses which are allowed by local zoning and land use laws, and/or which are or were lawfully existing at the Condominium property as of the time such use or uses were originally commenced.

ARTICLE VI INSURANCE

6.1 Insurance Required. Insurance shall be maintained as required under Article xx of the Declaration.

ARTICLE VII

Intentionally omitted

ARTICLE VIII SALES, LEASES, AND ALIENATION OF UNITS

8.1 Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise that Owner's Unit unless and until that Owner or his or her personal representative shall have paid in full, to the Association, all unpaid Common Expenses and charges made and theretofore assessed by the Association with respect to said Unit.

ARTICLE IX AMENDMENTS TO BYLAWS

9.1 Amendments. Except as otherwise provided in the Condominium Act and the Declaration, the Declaration and these Bylaws may only be modified or amended either by (i) vote of the Unit Owners of those Units to which are allocated at least eighty percent (80%) of the total votes allocated to all of the Units at a meeting duly held in accordance with the provisions hereof, or (ii) pursuant to a written instrument or instruments duly executed by the Unit Owners of those Units to which are allocated one hundred percent (100%) of the total votes allocated to all of the Units.

9.2 Recording. A modification or amendment of these Bylaws shall become effective only when it has been duly evidenced in accordance with the provisions of the Condominium Act and these Bylaws.

9.3 Conflicts. No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Owners shall be bound to abide by such modification or amendment.

ARTICLE X: MORTGAGES

10.1 Notice to Unit Owners. Any Unit Owner who mortgages the Owner's Unit shall notify the Association of the name and address of the Owner's mortgagee and shall file a conformed copy of the recorded mortgage, with the Association. The Association shall maintain suitable records pertaining to such mortgages. The Unit Owner shall also provide the Association with copies of all amendments to or discharges of any mortgages.

10.2 Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Condominium Unit, shall report within twenty (20) days of (i) any unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Unit.

10.3 Notice of Default. The Association shall give written notice to an Owner of any default by an Owner in the performance of any obligations under the Act, the Declaration, or the Bylaws. If such default is not cured within thirty (30) days, or such shorter or longer period as may be applicable under the terms hereof or the Declaration, the Association shall 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. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration, these Bylaws or the Act except after ten (10) days written notice to the holders of any mortgages on the Unit which is the subject matter of such suit or proceeding.

10.4 Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium, at reasonable times on business days, but, with respect to the Owners, not more often than once a month.

ARTICLE XI: NOTICE

11.1 Manner of Notice. Unless otherwise provided elsewhere herein, all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be sent by registered or certified mail or a nationally recognized overnight mail service, (1) if to an Owner at the address of the Unit or at such other address as the Owner may have designated in writing to the other Owners, or (ii) if to the Association, at such address as shall be designated pursuant to the Declaration and/or Bylaws as the official office of the Association. Notice shall be deemed received by the addressee upon the first to occur of (a) actual receipt thereof or (b) the date on which delivery thereof by a method described in this Section is first attempted during customary business hours. Upon at least ten (10) days prior written notice to the other Owners, any Owner or Mortgagee shall have the right to change its address to any other address within the United States of America.

11.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of the laws of Maine, the Declaration, or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII: COMPLIANCE AND DEFAULT

12.1 Relief. Each Owner shall be governed by and shall comply with all of the terms of the Declaration, these Bylaws, the Rules, any other common area operating or maintenance agreements entered into by the Association, and any amendments of the same. A default of any Owner shall entitle the Association, acting through the Unit Owners or the Manager/Operator, to the relief set forth in the Declaration, the Bylaws or the Condominium Act.

12.2 Lien for Assessments. Assessments and their status is primarily governed according to the provisions of the Declaration and the Act. In addition, the following provisions are applicable.

(a) Any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act, which lien shall be effective when perfected in accordance with said Act.

(b) The lien assessments shall include interest, costs and attorney's fees and may be foreclosed in the manner provided by the laws of the State of Maine for the foreclosure of power of sale mortgages or by suit brought in the name of the Unit Owners.

(c) Suits to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII: GENERAL PROVISIONS

13.1 Compliance. The Bylaws are adopted and set forth in compliance with the requirements of the Condominium Act.

13.2 Severability. In case any of the Bylaws are in conflict with any provisions of the Condominium Act, the provisions of the Condominium Act will apply. If any provisions of these Bylaws or any Section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

13.3 Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same.

13.4 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

13.5 Context. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

13.6 Governing Law. These Bylaws shall be governed and interpreted in accordance with the laws of the State of Maine.

13.7 Conflicts. In the event that the provisions of these Bylaws conflict with the provisions of the Declaration, the provisions of the Declaration shall control.

6/12/2023

Exhibit to Bylaws: Allocated Interests and Votes

| <u>Unit</u> | <u>Allocated Interest</u> | <u>Votes</u> |
|--------------------|----------------------------------|---------------------|
| Unit 1 | 50% | 50 |
| Unit 2 | 50% | 50 |
| Totals: | 100% | 100 |

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