

**BYLAWS OF
COMMUNITY ASSOCIATION
Amended November 2, 2019**

**ARTICLE I
NAME, SEAL, AND OFFICES**

Section 1. Name: The name of this corporation is BECKWITH WOODS COMMUNITY ASSOCIATION.

Section 2. Seal: The Association shall have a seal listed in the form of words:

**BECKWITH WOODS COMMUNITY ASSOCIATION
Est. 1987
MAINE**

Fiscal year shall be designated as a calendar year

Section 3. Offices: The principal office of the Association shall be at Ellsworth, Maine.

**ARTICLE II
PLAN OF OWNERSHIP**

Section 1. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Properties and to the use, operation, maintenance and occupancy thereof.

Section 2. Personal Application: All present and future Owners, mortgagees, lessees, and occupants of the Lots and their employees' and any other Person who may use the facilities of the Properties in any manner are subject to these Bylaws, the Declaration, and to the Rules and Regulations established by the Association Board set forth. The acceptance of a deed of conveyance or membership privileges of the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration and will be complied with.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Every person who is an Owner of a Unit shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Members shall be all Owners of Unit occupied by Residences. Members shall be entitled to one vote for each Unit in which they hold the interests required for Membership by Section 1, above. When more than one Person holds such interest or interests in any such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

Section 3. Shares. For purposes of dissolution, or distribution of assets only, Members shall be deemed to own one (1) share of the assets of the Association for each Unit in which they respectively hold an interest required for membership.

Section 4. Subject to Assessments. The rights of the membership are subject to the payment of annual and special Assessments levied by the Association and imposed against each Member and Owner and becomes a lien upon the property against which such Assessments are made and the personal obligation of the Member as provided by Article V of the Declaration pursuant to the terms therein.

Section 5. Suspension. The membership rights of any Member may be suspended by action of the Association Board during the period in which any Assessment remains unpaid except that a first mortgagee will not be precluded from exercising any of its rights under the mortgage; but, upon payment of such Assessment, his rights and privileges shall be automatically restored. If the Association Board has adopted and published rules and Regulations governing the use of the Common Properties and the personal conduct of any Person thereon, as provided herein and in the Declaration, they may, in their discretion, suspend the rights of any such Person for violation of such rules and regulations for a period not to exceed thirty (30) days in addition to the period during which such violation continues, and may also levy the charges provided in Article XI, Section 3 hereof, and Article IX, Section 6 of the Declaration.

ARTICLE IV
DEFINITIONS

Section 1. Definitions: The definitions of words and terms contained in the Declaration, Article I, shall apply to those words and terms as used in these Bylaws. In the event of any conflict or inconsistency between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF COMMON PROPERTY

Section 1. Members' Rights. Each Member shall be entitled to the use and enjoyment of the Common Properties as provided by Article IV of the Declaration.

Section 2. Delegation. Any Member may share his rights of enjoyment in the Common Properties with the members of his family who reside upon the Properties or delegate said rights to any of his tenants. The rights and privileges of such persons are subject to suspension under Article IV, Section 3, to the same extent as those of the Member.

ARTICLE VI
PURPOSE AND POWERS

The corporation shall operate on a not-for-profit basis in accordance with its Articles of Incorporation. The corporation will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

Section 1. General. To promote the health, safety, and welfare of the residents within the Properties, and such additions thereto as may hereafter be brought within the jurisdiction of the corporation by annexation as provided in Article II, Section 2 of the Declaration, and for this purpose to:

- (a) own, acquire, lease, sublease, build, operate, and maintain roads, utilities, recreation areas, parking lots, open spaces, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as the "Common Properties" and/or Limited Common Elements;
- (b) fix Assessments or Common Charges to be levied against the Properties;

(c) enforce any and all covenants, restrictions and agreements applicable to the Properties;

(d) pay taxes, if any, on the Common Properties and Limited Common Elements;

(e) provide recreational facilities and services to its Members subject to the payment of fees therefor; and

(f) insofar as permitted by law, to do any other thing that, in the opinion of the Association Board, will promote the common benefit and enjoyment of the residents of the Properties

Section 2. Dispose of Assets: To mortgage, pledge, hypothecate, or otherwise grant any form of security interest in and to the Common Properties or any other assets of the Association and to dispose of its Assets.

Section 3. Additions to Properties and Membership: Additions to the Properties may be made in accordance with Article II of the Declaration. Such additions, when properly made under a recorded supplemental declaration of covenants and restrictions, shall extend the jurisdiction, functions, duties, and membership of the Association to such properties. Additions made Pursuant to Article II, Section 2 (b) of the Declaration must be approved by two-thirds of the votes of the Members eligible to vote who are voting in person or by proxy or electronically at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Mergers and Consolidations: Subject to the provisions of the Declaration or any supplemental declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII

MEMBERS

Section 1. Eligibility: Membership in the Association shall be in accordance with Article III of the Declaration.

Section 2. Voting: Voting shall be in accordance with Article III of the Declaration. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all members for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 3. Votes in the Event of Multiple Ownership of a Unit: In the event a Unit is owned by more than one person, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit. An Owner of a Unit may permit any other Owner of a Unit to vote his interest by furnishing the other Owner with a proxy. In the absence of any proxy, a vote for a while Unit cast by any Owner shall be held to be by valid proxy of the other Owners, unless challenged at the time the vote is cast.

Section 4. Annual Meetings: Annual meetings shall be held each year on a date no later than forty-five (45) days before the beginning of each calendar year. The election and/or ratification of officers will happen at the annual meeting.

Section 5. Place of Meetings: Meetings of the Members shall be held at a mutually agreed upon location that is a suitable place convenient to the Association Members as may be designated by the President.

Section 6. Special Meetings: It shall be the duty of the President to call a special meeting of the members eligible to vote. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Notice of Meetings: It shall be the duty of the secretary to email a notice of each annual meeting at least ten (10) days but not more than thirty (30) days and each special meeting at least three (3) and no more than fourteen (14) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, as recorded on the records of the Association. The email of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 8. Waiver of Notice: Any Member may at any time waive notice of any meetings of the Members in writing, and such waiver shall be deemed equivalent to the giving of such notice. Presence by a Member at the meeting will be considered a waiver of the right to such notice.

Section 9. Order of Business: The order of business at all meetings of the Members shall be as follows, to the extent required:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver or notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Report of committees.
- (f) Election of the Association Officers.
- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

Section 10. Parliamentary Procedure: At all meetings of the Members, Roberts' Rules of Order, as to such date amended, shall be followed, except in the event of conflict, in which case these Bylaws or the Declaration, as the case may be, shall prevail.

Section 11. Quorum: A quorum will be established as sixty percent (60%) of all other Members eligible to vote and present in person or by proxy shall constitute a quorum at any meeting of the Members.

Section 12. Proxies: Votes may be cast in person or by proxy. A Member eligible to vote may designate any person, who has to be a unit owner, to act as a proxy. The designation of any such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written notice to the secretary by the Member designating the proxy.

ARTICLE VIII

OFFICERS

Section 1. Designation: The principal officers of the Association shall be the president, the vice president, the secretary, and the treasurer, all of whom shall be elected by the eligible members.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Association Board's eligible members.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of eligible members, any officer may be removed, either with or without cause and his successor elected at any regular meeting.

Section 4. President: The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, organized to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President: The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, it shall default to secretary then treasurer on an interim basis. The vice president shall perform other duties from time-to-time as assigned to him by the president.

Section 6. Secretary: The secretary shall keep the minutes of all meetings of the Members and shall have charge of such books and papers as the Board of Directors and these Bylaws may direct; he shall give all notices required by the Bylaws unless otherwise provided; and he shall, in general, perform all of the duties incidental to the office of the secretary of a corporation organized under the laws of the State of Maine.

Section 7. Treasurer: The treasurer shall have responsibility for Association funds and securities and shall cause the financial records and books of account in books belonging to the Association to be kept. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Association Board; and he shall, in general, perform all the duties incident to the office of the treasurer of a corporation organized under the laws of the State of Maine.

Section 8. Signatories to Documents: All agreements, contracts, deeds, leases, checks, and other documents of the Association shall be executed by an officer of the Association.

Section 9. Compensation of Officers: The President and the Treasurer may be compensated at a rate to be agreed upon and voted on by eligible members at the annual meeting.

ARTICLE IX
OPERATION OF THE PROPERTIES

Section 1. Determination of Common expenses and Fixing of Common Charges: The Association Board shall, from time to time, and at least annually, prepare a budget for the Properties, determine the amount of the Assessments payable by the Members to meet the Common Expenses and allocate and assess such Assessments among the Members in the manner set forth in Article V of the Declaration. The Association Board shall advise all Members promptly, in writing, of the amount of Assessments payable by each of them, respectively, as determined by the Association Board, and shall furnish copies of the budget on which such Assessments are based to all Members and mortgagees upon request. The Common Expenses shall include, among other things:

- (a) the cost of repairs and maintenance of the Common Properties and appurtenant interests;
- (b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Association Board pursuant to Article XIII and Article VIII, Section 12;
- (c) such amounts as the Board of Directors may deem proper for the operation of the Properties, including without limitation an amount for its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common expenses for any prior year;
- (d) any other expenses in connection with the Common Properties or improvements which the Association Board deems to be of mutual benefit to the Members.

Section 2. Payment of Assessments: All Members shall be obligated to pay the Assessments annually or at such other time or times as the Association Board shall determine, as provided in Article V, Section 4 and 5 of the Declaration. The Association Board may authorize Assessments to be collected by a mortgagee of one or more Lots or by the Manager.

Section 3. No Waiver of Liability for Assessments: No Member may exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Properties, by abandonment of his Lot, by suspension of his use of the Common

Properties pursuant to the Bylaws or Rules and Regulations or for any other reason whatsoever.

Section 4. Successor's Liability for Maintenance Fees and Assessments: A Person who acquires a Unit shall be liable for, and the Lot shall be subject to a lien for, any unpaid Assessments against the Unit, but not in excess of the amount set forth in a statement provided pursuant to Article XII, Section 2, or Article VIII, Section 14(d) hereof.

Section 5. Default in Payment of d Maintenance Fees and Assessments: In the event of default by any Member in paying to the Association any Assessment as determined by the Association Board, such Member shall be obligated to pay interest, from the due date thereof until collected, at the rate of eighteen percent (18%) per annum on such Assessment, including, at the option of the Association Board any portion thereof which has been levied but is not yet due and payable. Such Member shall also be obligated to pay all expenses including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid Assessment. The Association Board shall collect such Assessment, together with interest thereon, and the expenses of the proceeding including such attorneys' fees, by an action to recover the same brought against such Member, or by foreclosure of the lien on such Unit under powers granted by the Declaration. The use of recreational facilities by any Member entitled to such use may be suspended by action of the Association Board during the period when any Maintenance Fees and Assessments remains in default.

Section 6. Foreclosure of Liens for Unpaid Assessments: In any action brought by the Association to foreclose a lien on a Unit because of any unpaid Assessments, the Owner shall be required to pay reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association acting on behalf of all Members, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote and votes appurtenant thereto (other than for the election of members of the Association Board), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Maintenance Fees and Assessments shall be maintainable without foreclosing or waiving the liens securing the same.

Section 7. Maintenance, Repair and Replacements:

(a) Common Properties: The Association shall maintain, repair, and replace all of the Common Properties. In the event that such maintenance, repair, or replacement was caused by the negligence or misuse of a Member, such

expense may, in the discretion of the Association Board, be charged to such Member as a Common Charge.

(b) Unit: Each Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit, except to the extent that the Declaration provides that the Association is responsible. Each Owner shall be responsible for damages to any other Unit or to the Common Properties caused intentionally or by his failure to properly maintain, repair, or make replacements to his Unit. Such as: keeping decks clear of snow, ice and debris. While the structure of the deck is the Association responsibility, the decking slats are the unit owners' responsibility to repair/replace. The unit owner is also responsible for "studs in" of their unit.

Section 8. Utility/Insurance Charges: The costs of utilities and insurance serving the Community electricity, and not individually metered to a Unit shall be a Common Expense assessed to the Owners pursuant to Article V of the Declaration.

Section 9. Limitation on Expenditures: Any provisions contained in these Bylaws to the contrary notwithstanding, the power of the Association Board to expend any amount of incur a contractual obligation in any amount in excess of One Thousand Dollars (\$1,000.00) is subject to the requirement that the consent of the Owners of which at least sixty percent (60%) of the votes in the Association are allocated shall be required.

ARTICLE X

USE OF PROPERTY

Section 1. Restrictions on the Use of Properties: The use of the Properties shall be in accordance with the provisions of the Declaration and in accordance with the Rules and Regulations as they may be amended from time to time.

Section 2. Rules and Regulations: Rules and Regulations concerning the use of the Unit and the Common Properties may be made and amended from time to time by the Association Board. Copies of such Rules and Regulations shall be furnished by the Association Board to each Member prior to the time the same shall become effective.

Section 3. Abatement and Enjoinment of Violations: The Violation of any Rule or Regulations adopted by the Association Board or the breach of any obligation or covenant contained in the Bylaws or Declaration, shall give the Association Board the right, in addition to any other rights set forth by these Bylaws:

(a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Association Board shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate, or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Member, together with attorneys' fees and costs.

(c) If personal conduct of any persons violates the rules and regulations, to suspend any such person from the use of the Common Properties for violation of such rules and Regulations for a period not to exceed thirty (30) days, in addition to the period during which the violation continues.

(d) To levy summary charges against a Member for such violation, in addition to such damages as may be incurred, provided that no summary charges may be levied for more than Twenty five (\$25.00) Dollars for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages and/or summary charges may be enforced against the Member or Members involved as if the charge were a Common Charge owed by the particular Member or Members.

ARTICLE XI

MORTGAGES

Section 1. Notice to Association: An Owner who mortgages his Unit or the mortgagee shall notify the Association of the name and address of the mortgagee. The Association shall maintain such information in a file entitled "Mortgages of Units".

Section 2. Statement of Assessment or Common Charges: The Association, whenever so requested in writing by an Owner, a prospective Owner, a mortgagee, or a prospective mortgagee of a Unit, shall promptly report any then unpaid Assessments or Common Charges due from, or any other default by, the then present Owner.

Section 3. Notice of Default: The Association, when giving notice to an Owner of a default in paying Assessments or Common Charges or other default, shall send a copy of such notice to each such mortgagee as previously been furnished to the Association.

ARTICLE XII INSURANCE

Section 1. Insurance. The Association Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Association Board may purchase "all-risk" coverage in like amounts. The policy shall cover the interests of and name as named insured the Association, the Board of Directors, and all the Owners and their Mortgagees and their Mortgagee's successors and assigns as their insurable interests may appear and the policy shall contain a standard Maine Mortgage Clause in favor of each Mortgagee of a Unit, whether or not named therein.

The Association Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonable available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Association Board shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Maine and holding a rating of VI or better in the financial category as established by A.M Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association Board; provided, however, no Mortgagee

having an interest in such losses may be prohibited from participating in the settlement negotiations, in any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the community is located.

(e) The Association Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association Board, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one more more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be affected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain workmen's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, and such other insurance policies, endorsements and bonds as may now or in the future be necessary to satisfy the requirements of The Mortgage Corporation of the Federal National Mortgage Association.

(f) Each Owner shall maintain an individual insurance policy for all insurable improvements on that Owner's Unit as close as possible to the coverage required for the Association's Policy pursuant to the foregoing Section 1 and subparagraphs (a), (c), and (d). Such policy shall contain a waiver of subrogation by the insurer as to any claims against the Association Board, its manager, the Owners and their respective tenants, servants, agents, and guests.

Section 2. Damage and Destruction-- Common Property:

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Association Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

(b) Repair and Reconstruction. Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of each voting class of Owners otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of

repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is not to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association Board shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair and reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in the event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property by the Association in a neat and attractive condition.

Section 3. Damage and Destruction - Units. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Unit shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction, or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect therefrom within seventy-five (75) days after such damage or destruction.

ARTICLE XIII

RECORDS

Section 1. Members will document and provide evidence of their unit maintenance such as: annual inspection of furnace, boilers, and dryer vents and periodic inspection of chimney.

Section 2. Members must provide someone else access in the Association to their unit in the event of an emergency.

Section 3. Annual Report: In addition to the annual statement referred to above, an annual report of the receipts and expenditures of the Association, prepared, but not necessarily audited by a certified public accountant, shall be rendered by the Association Board to all Members promptly after the end of each fiscal year.

Section 4. Examination of Records: Each Owner and Mortgagee shall be permitted to examine the books of account of the Association at the Association's office and at reasonable times on business days.

ARTICLE XIV **PROXIES**

At all corporate meetings of the Members, each Member may vote in person or by proxy or electronically. All proxies shall be in writing and filed with the Secretary.

ARTICLE XV **AMENDMENT TO BYLAWS**

Section 1. Method of Amendment: These Bylaws may be altered, amended, or added to at any duly called meeting of the Members, provided:

- (a) that notice of the meeting be given to all Members and Mortgagees, which notice shall contain a substantial statement of the proposed amendment;
- (b) that the amendment be approved in writing by the Unit owners of not less than sixty percent (60%) of the Units subject to mortgages;
- (c) that the amendment be approved by the Association Board of the Association;
and
- (d) that the amendment be approved by a majority of Members entitled to vote at such meeting.

Section 2. Recording of Amendment: No amendment shall be effective until recorded.

Section 3. Effect of Amendment Upon Encumbrances: No amendment or modification of the Bylaws will affect or impair the validity or priority of any mortgage encumbering the Lot of Lots, nor the validity or priority of any other lien.

ARTICLE XVI

INVALIDITY, CONFLICT AND WAIVER

Section 1. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws, and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

Section 2. Conflict: These Bylaws are set forth to comply with the requirements of the Maine Non-profit Corporation Act and the Declaration. In the event of any conflict between these Bylaws and the provisions of such Act or of the Declaration, the provisions of such Act, or of the Declaration, as the case may be, shall control. In the event an amendment to these Bylaws conflicts with the terms of the Declaration and the Declaration is not amended so as to be consistent with the amended Bylaws, then, to the extent of said conflict, the amended Bylaws shall control. In the event of conflicts between amendments to both the Bylaws and Declaration, the latest Amendment shall control.

Section 3. Waiver: No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

ARTICLE XVII

MISCELLANEOUS

Section 1. Records. The Association shall keep detailed records of the meetings of the Members, names of the Members and mortgagees, and financial records and books of account for the Properties, including chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things shall contain the amount of each assessment or Common Charges against such Lot Unit, the date when due, the amount paid thereon, and the balance remaining unpaid.

Section 2. Statement: A written report and statement summarized all receipts and expenditures of the Association shall be rendered by the treasurer to the Association Board to all Members at least annually.

Section 3. Notices: All notices hereunder shall be sent by mail to the Association, to Owners to the building in which such Unit is located; or to such other address as may have been designated by a Member from time to time in writing to the Association; to mortgagees at their addresses as designated by them from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address which shall be deemed to have been given when received.

Section 4. Captions: The captions herein are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 5. Gender: The use of the masculine gender shall be deemed to include the feminine and neuter gender, the use of singular shall be deemed to include the plural, and vice versa, when the context so requires.

Section 6. Tort Liability: Each Member shall be deemed to have released and exonerated each other Member and the Association, and the Association shall be deemed to have released and exonerated each Member from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by a Member or by the Association.

21445

**DECEMBER 1993 AMENDMENTS TO
BECKWITH WOODS COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS,**

DATED MAY 3, 1988

Recorded with Hancock County Registry of Deeds
in Book 1693, Page 131

I. FIRST AMENDMENT of DECLARATION OF COVENANTS, DATED MAY 3, 1988.
Recorded with Hancock County Registry of Deeds in Book 1693, Page 131.

BECKWITH WOODS COMMUNITY ASSOCIATION meeting of all Lot owners held October 29, 1993, at which meeting the May 3, 1988, Declaration of Covenants was duly amended as follows:

The original provision of ARTICLE III, Section 2, Voting Rights, stated the following as to the timing of Developer's changeover from Class B membership (with additional votes per unit) to Class A membership:

"Class A. Class A Members shall be all Owners of Lots occupied by Unit/Residences with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Section I, above. When more than one Person holds such interest or interests in any such Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer subject to this Declaration, or which the Developer has reserved the right to submit to this Declaration by recording a Supplementary Declaration; provided, that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership;" (Emphasis added)

To clarify the meaning of this provision, the following amended subparagraph (a) was adopted by the membership:

"(a) when the total votes outstanding in the Class B membership become less than the total votes outstanding in the Class A membership;"

II. SECOND AMENDMENT of DECLARATION OF COVENANTS, DATED MAY 3, 1988, Recorded with Hancock County Registry of Deeds in Book 1693, Page 131, to clarify definitions and make technical language of Declaration consistent with deeds to individual lot owners.

BECKWITH WOODS COMMUNITY ASSOCIATION special meeting of all Lot owners for consideration of further amendments with ballots counted December 20, 1993, and the May 3, 1988, Declaration of Covenants was duly amended as follows:

A. ARTICLE I, DEFINITIONS

1. The original definition of "LIMITED COMMON ELEMENT" (Section 1, (j)):

"(j) Limited Common Element: The deck or patio, steps or stoop, and driveway attached to or adjoining the outside of any unit/residence upon each Lot and any water, sewer, or other utility line or other fixture(s) designed to serve only one Lot but not defined herein or shown on the Plan as a part of the Lot. As to any such Limited Common Element, the owner of the Lot to which the Limited Common Element is attached or specifically identified herein or otherwise shall have an exclusive right of use as appurtenant to the Lot to the exclusion of all other Lots."

The amended definition of "LIMITED COMMON ELEMENT":

(j) Limited Common Element: The driveway adjoining the outside of any unit/residence upon each Lot and any water, sewer, or other utility line or other fixture(s) or adjoining non-structural improvement designed to serve only one Lot but not defined herein or shown on the Plan as a part of the Lot. As to any such Limited Common Element, the owner of the Lot which adjoins or specifically identified with the Limited Common Element shall have an exclusive right of use as appurtenant to the Lot to the exclusion of all other Lots.

2. The original definition of "RESIDENCE, UNIT ..." (Section 1, (i)):

"(i) Residence, Unit, or Unit/Residence: Any building or portion of a building situated on the Properties and on additional lands that may become subject to this Declaration as provided in Article II, Section 2, designed and intended for use and occupancy for residential purposes by a Person. A residence may include one or two common or party walls with the adjoining unit/residence(s). The vertical boundaries of the unit/residence shall be the exterior of the outside walls extending from basement to roof of the residence (excepting the outside attached deck, patio, steps or stoop or other fixtures which are Limited Common Elements) and as to interior party walls, the center line of the interior walls bounding a residence. Typical plans of each type of Residence are depicted on architectural

renderings attached to this Declaration. The actual size, layout and characteristics of Residences of the same type may vary from Residence to Residence so that these architectural renderings are for illustrative purposes only and are not a warranty or guaranty that a specific Residence will actually appear as the Residence of that type is depicted on the architectural renderings."

The amended definition of "RESIDENCE, UNIT, OR UNIT/RESIDENCE":

(i) Residence, Unit, or Unit/Residence: Any building or portion of a building situated on the Properties and on additional lands that may become subject to this Declaration as provided in Article II, Section 2, designed and intended for use and occupancy for residential purposes by a Person. A residence may include one or two common or party walls with the adjoining unit/residence(s). The vertical boundaries of the unit/residence shall be the exterior of the outside walls extending from basement to roof of the residence (INCLUDING the attached deck which includes either elevated deck or attached structurally enclosed patio and the attached steps or stoop but excluding any other fixtures or improvements which are Limited Common Elements) and as to interior party walls, the center line of the interior walls bounding a residence. Typical plans of each type of Residence are depicted on architectural renderings attached to this Declaration. The actual size, layout and characteristics of Residences of the same type may vary from Residence to Residence so that these architectural renderings are for illustrative purposes only and are not a warranty or guaranty that a specific Residence will actually appear as the Residence of that type is depicted on the architectural renderings.

B. ARTICLE VII, MAINTENANCE; SECTION 3, OWNER'S RESPONSIBILITY:

1. Original "ARTICLE VII, MAINTENANCE" is retitled as "ARTICLE VIII, MAINTENANCE".

2. Original ARTICLE VII (now retitled ARTICLE VIII), MAINTENANCE; SECTION 3, had the following FINAL PARAGRAPH:

"The Owner of a Unit/Residence to which a Limited Common Element balcony/deck or steps are appurtenant shall perform the routine, daily maintenance of such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All routine and/or regular structural repair or replacement shall be made by the Association as a common expense. Beckwith Woods Community Association shall determine a common maintenance schedule for exterior, roofing, deck, and front steps maintenance and replacement."

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Amended FINAL PARAGRAPH OF SECTION 3 IN NEW ARTICLE VIII,
MAINTENANCE:

" The Owner of a Unit/Residence to which a balcony/deck or stoop/steps are attached shall perform the routine, daily maintenance of such attachments, including keeping all such improvements in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by Owner(s) negligence, misuse or neglect. All routine and/or regular structural repair or replacement to the exterior surfaces of such attached balcony/deck or stoop/steps shall be made by the Association as a common expense as provided in Section 1 of this Article. Beckwith Woods Community Association shall determine a common maintenance schedule for exterior, roofing, deck, and front steps maintenance and replacement.

IN WITNESS WHEREOF, the President of BECKWITH WOODS COMMUNITY ASSOCIATION has hereunto executed and sealed this Amendment of Declaration as of this 23 day of December, 1993.

BECKWITH WOODS COMMUNITY ASSOCIATION

Karen Brown

By Kevin W. Pottle
Kevin W. Pottle, President

STATE OF MAINE
Hancock, ss.

December 23, 1993

Personally appeared before me the above-named Kevin W. Pottle, President of BECKWITH WOODS COMMUNITY ASSOCIATION, and acknowledged the foregoing instrument to be his free act and deed in his stated capacity and the free act and deed of BECKWITH WOODS COMMUNITY ASSOCIATION.

Judith A. Sherwood
Notary Public

Judith A. Sherwood
My Commission Expires 9/19/94
Type or print name of official

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HANCOCK COUNTY CO.
Marilyn B. Brown
REGISTER

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Hancock, ME 04930
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