

# **Homeowners Association Bylaws**

## **ARTICLE I**

### **Name**

The name of this corporation is the Two Echo Cohousing Community Homeowners Association (hereinafter called the "HOA").

## **ARTICLE II**

### **Purposes**

The purposes of this corporation are as follows:

To establish an HOA of Lot owners for the maintenance and control of common amenities and the governing through reasonable rules and regulations of the Twin Echo Cohousing Community, a subdivision located in Brunswick, Maine (hereinafter called the "Subdivision").

In addition to all the powers, authority and responsibilities granted to or imposed upon this HOA by the laws of the State of Maine, all of which this HOA shall have, this HOA shall have the following specific powers to the fullest extent permitted by law:

To levy and collect assessments and other charges jointly and severally against the owners of each Lot so as to maintain the common amenities in the Subdivision; to convey, maintain, repair, replace and restore real and personal property of the HOA; to grant easements for utilities and services; to appoint agents, to hire employees, and to make contracts; to promulgate rules and regulations for the members of the HOA; and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes and to exercise all powers and purposes permitted under Title 13-B of the Maine Revised Statutes of 1964, as amended.

This HOA is not organized for profit and no property or profit thereof shall inure to the benefit of any person, partnership or corporation except in furtherance of the nonprofit making purposes of the HOA.

The Town of Brunswick shall have the right, at its option, to enforce the obligations of the HOA contained herein.

## **ARTICLE III**

### **Members**

**Section 3.1 Two Classes of Members.** There shall be two classes of members. Voting Members (hereinafter called "Members") shall consist of all Lot owners in the Subdivision holding 33% or greater ownership interest in a Lot. Associate Members shall include all Lot owners in the Subdivision holding less than a 33% ownership interest in a Lot.

**Section 3.2 Transfer of Membership.** Except as otherwise provided, membership shall not be transferable. The membership of owners of each Lot shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such owners in said Lot, and thereupon the membership and any interest in the this HOA shall automatically transfer to and be vested in the next owner or owners succeeding to such ownership interest. It shall be the obligation of the new owner(s) to forward to the HOA a certified copy of the deed into the new owner(s) so as to verify for the HOA that the new owner(s) is/are the proper voting part(ies). Said certified copy can be obtained at the Cumberland County Registry of Deeds after the deed has been recorded. The HOA may, but shall not be required to, issue certificates or other evidence of membership therein.

## **ARTICLE IV**

### **Meetings of Members**

**Section 4.1 Place of Meetings of Members.** Meetings of the Members shall be held at the Subdivision or at such other place in the State of Maine as may be specified in the notice of the meeting.

**Section 4.2 Annual Meetings of Members.** The annual meetings of the members shall be held each year in the month of April. At such meeting there shall be selected a Board of Directors (hereinafter called the "Coordinators Committee") in accordance with the provisions of Article V. The Members shall also transact such other business as may properly come before them.

**Section 4.3 Regular Meetings of Members.** A regular meeting schedule of Members may be established by the Members at which Members may transact such business as may properly come before them.

**Section 4.4 Special Meetings of Members.** Special meetings of the Members may be called by the President or any two Members who do not share in the ownership of a Lot. The notice of any special meeting of Members shall state the time, place and purpose thereof. The Members shall also transact such other business at special meetings as may properly come before them.

**Section 4.5 Notice of Meeting of Members.** Notice of each annual, regular or special meeting of Members stating the time and place of the meeting shall be given to at least one Member from each Lot at least thirty-six (36) hours in advance in person, in writing, by telephone or by telephone answering machine. For the purpose of determining the Members entitled to notice of a meeting of Members, the date on which notice of the meeting is communicated shall be the record date.

**Section 4.6 Meetings of Members without Notice.** If at least one Member from each and every Lot is present at any time and place and consents to the holding of a meeting of Members at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

**Section 4.7 Quorum at Meetings of Members:** The requisite quorum for the transaction of business at all meetings of Members shall be determined as follows:

- a. If a household owns an interest in more than one lot, they are still counted only once for the purposes of determining the Quorum Base Number, the Quorum Number, and the actual quorum count, except that financial institutions or their subsidiaries that have taken title to a lot by foreclosure or deed in lieu thereof are counted once for each lot owned.
- b. Determine the Quorum Base Number, which is the number of lot owner households that have at least one member residing within 60 driving

miles of the Two Echo Cohousing Community, except that if the Treasurer of the HOA receives notice of an intent to sell a lot from a "within 60 mile" household, that household shall be not be counted as part of the Quorum Base Number, unless and until the Treasurer receives a retraction of said notice from that household.

- c. Determine the Quorum Number, which is 1/2 of the Quorum Base Number.
- d. Count the lot-owner households from which at least one member is present, regardless of the distance of their residency. If that number is equal to or greater than the Quorum Number, a quorum exists.

**Section 4.8 Meetings of the Members with Less Than a Quorum; Adjournment.** If at any meeting of Members a quorum shall not be in attendance, the Members present shall adjourn the meeting.

**Section 4.9 Decision Making (Consensus and Voting) of Members.** The Association shall strive for consensus among all Members on every decision at meetings of Members, subject to the following:

- a. Each Member shall have the right to block consensus at any meeting of Members, that is, to prevent a consensus decision from being made.
- b. When, in the judgment of the Facilitator or any Member present at a meeting of Members, consensus cannot be obtained on a substantive matter, each Member present, including the Facilitator, shall have the right to call for a vote to set aside the consensus process for the matter and to vote on it.
- c. When, in the judgment of the Facilitator or any Member present, consensus cannot be obtained on a matter at a meeting of Members, each Member present shall have the right to vote at such meeting on the question of setting aside the consensus process for and voting on the substantive matter at a subsequent meeting of Members.

- d. Prior to the vote to set the consensus process aside, described in Sections 4.9b-c above, the Facilitator shall ask the group to consider whether or not:
- The unresolved concerns are understood.
  - Adequate attempts have been made to address the concerns. - The topic at hand merits the additional time that would be required to work toward consensus. There shall be a discussion period of up to 30 minutes.
- The discussion period may be extended at the discretion of the group. The vote to set aside the consensus process for and to vote on the matter shall occur immediately following the discussion, unless the member who called for the vote chooses to withdraw the call.
- e. When, in the judgment of the Facilitator or of any Member present consensus cannot be obtained on a matter at a meeting of Members, or when the consensus process has been set aside, each Member shall have one and only one vote, regardless of the number of Lots owned by said Member, except that financial institutions or their subsidiaries that have taken title to a Lot by foreclosure or deed in lieu thereof shall have one vote for each Lot in which said financial institution or subsidiary has a 33% or greater ownership interest.
- f. If an affirmative vote of 75% of the Members present at a meeting of Members is obtained to set aside the consensus process for and vote on a substantive matter at a subsequent meeting of Members, each Member present in person shall have the right to vote on the substantive matter at such subsequent meeting.
- g. If an affirmative vote of 75% of the Members present at a meeting of Members is obtained to set aside the consensus process for and vote on a substantive matter at a subsequent meeting of Members, each Member who was present at the meeting at which an affirmative vote of 75% of the Members present was obtained to set aside the consensus process for and vote on the substantive matter shall have the right to vote by proxy on such matter at such subsequent meeting if such proxy

has been executed in writing by such Member or if such proxy is a current adult resident of the Subdivision.

- h. On a matter on which the consensus process has been duly set aside, an affirmative vote of 75% of the Members present in person (or in proxy in accordance with Section 4.9e herein) at a meeting of Members shall be required for approval of a decision on the matter (unless some greater vote is specifically required by these Bylaws or the Declaration).
- i. Other than described in Section 4.9e-f herein, no proxy or absentee votes and no proxy or absentee acts of blocking consensus are allowed at any meeting of Members.
- j. The right to block consensus or vote at any meeting of Members of any corporate, partnership or trust Member may be held on its behalf by any officer, partner, trustee or beneficiary of such Member.
- k. Any Member may petition the Association in writing or through any other Member to postpone a decision on a matter to be discussed at a meeting of Members if such Member cannot be present at such meeting and feels strongly about the matter. However, the Association shall not be obligated to accommodate such a petition.

**Section 4.10 Unanimous Consents of the Members.** Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if a written consent thereto is signed by all of the Members. The Secretary shall file such written consent with the records of the meetings of the Members and such consent shall be treated as a decision of Members for all purposes.

**Section 4.11 Facilitators of Meetings of Members.** A Facilitator for each meeting of Members shall be determined by decision of the Members and entered into the record of such meeting. All Facilitators shall be Members or Associate Members. The Facilitator of a meeting of Members shall conduct the meeting in accordance with the decisions of the Members, except that the

Facilitator of a meeting of Members shall have the sole right to call for a vote to set aside the consensus process for and voting on a matter at such meeting as is more fully described in Section 4.9b-c herein.

**Section 4.12 Recorders of Meetings of Members.** A Recorder for each meeting of Members shall be determined by decision of the Members and entered into the record of such meeting. All Recorders shall be Members or Associate Members. The Recorder shall write and publish minutes of such meeting and shall serve as an assistant to the Facilitator of such meeting.

**Section 4.13 Records of Meetings of Members.** The Members shall keep a record of the meetings of Members.

## **ARTICLE V**

### **Board of Directors/Coordinators Committee**

**Section 5.1 Names of Coordinators and the Coordinators Committee.**

Directors shall hereinafter be called "Coordinators", and the Board of Directors shall hereinafter be called the "Coordinators Committee".

**Section 5.2 Number of Coordinators; Qualifications.** The affairs of the HOA shall be coordinated by a Coordinators Committee which shall consist of the President (who also serves as the Chair of the Coordinators Committee), the Secretary, the Treasurer, one specifically named representative from each of the Standing Committees duly established by the Members, and up to two representatives from the community at large. Any two or more Coordinatorships may be held by the same person except that there must be at least three persons on the Coordinators Committee.

**Section 5.3 Powers of Coordinators.** The Coordinators Committee shall have the following powers:

- a. To administer the affairs of the HOA in accordance with the decisions of the Members.
- b. To designate Standing and Temporary Committees, subject to approval by the Members, as is more fully described in Section 6.1 - 6.2 herein.
- c. To propose an annual budget as is more fully described in Section 8.3

herein.

- d. To facilitate communication and cooperation between all committees, to facilitate decisions regarding the use of meeting time, and to generally facilitate the entire process of community development and maintenance.
- e. To execute and deliver any instrument or document of the HOA including deeds to the Limited Common Elements.

**Section 5.4 Selection of Coordinators.** At the first annual meeting of Members, a Coordinators Committee shall be selected by decision of the Members which shall succeed the initial Coordinators. Thereafter, the Coordinators shall be selected by decision of the Members at each annual meeting of the Members.

**Section 5.5 Vacancies on the Coordinators Committee.** Vacancies on the Coordinators Committee caused by any reason, including the failure of a Coordinator to continue to meet the qualifications of office, shall be filled by decision of the Members promptly at any meeting thereof after the occurrence of any such vacancy, and each Coordinator so selected shall be a Coordinator for the remainder of the annual term of the replaced Coordinator.

**Section 5.6 Annual Meetings of the Coordinators Committee.** Annual meetings of the Coordinators Committee shall be held immediately following the annual meeting of the Members and at the same place.

**Section 5.7 Regular Meetings of the Coordinators Committee.** A schedule of regular meetings of the Coordinators Committee may be established by the Coordinators at which Coordinators may transact such business as may properly come before them.

**Section 5.8 Special Meetings of the Coordinators Committee.** Special meetings of the Coordinators Committee may be called by any Coordinator. The notice of any special meeting of the Coordinators Committee shall state the time, place and purpose thereof. The Coordinators shall also transact such other business at special meetings as may properly come before them.



**Section 5.9 Notice of Meeting of the Coordinators Committee.** Notice of each annual, regular or special meeting of the Coordinators Committee stating the time and place of the meeting shall be given to each Coordinator at least twenty-four (24) hours in advance in person, in writing, by telephone or by telephone answering machine.

**Section 5.10 Meetings of the Coordinators Committee without Notice.** If all the Coordinators are present at any time and place and consent to the holding of a meeting of Coordinators at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

**Section 5.11 Quorum at Meetings of the Coordinators Committee.** The presence in person of 20% of total number of persons holding Coordinatorships but no less than three (3) persons holding Coordinatorships shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Coordinators Committee.

**Section 5.12 Meetings of the Coordinators Committee with Less Than a Quorum; Adjournment.** The Coordinators present at a duly called or held meeting of the Coordinators

Committee at which a quorum was once present may continue to do business at the meeting or any adjournment thereof, despite the withdrawal of enough the Coordinators to leave less than a quorum, except that if less than two (2) persons holding Coordinatorships are present the remaining person present shall adjourn the meeting.

**Section 5.13 Decision Making (Consensus and Voting) of the Coordinators Committee.** The Coordinators Committee shall strive for consensus among all Coordinators on every decision at meetings of the Coordinators Committee, subject to the following:

- a. Each Coordinator shall have the right to block consensus at any meeting of the Coordinators Committee, that is, to prevent a consensus decision from being made.

- b. When, in the judgment of the Facilitator consensus cannot be obtained on a matter at a meeting of the Coordinators Committee, each Coordinator present shall have the right to vote at such meeting on the question of setting aside the consensus process for and voting on the substantive matter at a subsequent meeting of the Coordinators Committee.
- c. When, in the judgment of the Facilitator consensus cannot be obtained on a matter at a meeting of the Coordinators Committee, or when the consensus process has been set aside, each person holding a Coordinatorship shall have one and only one vote, regardless of the number of Coordinatorships held by the person.
- d. If an affirmative vote of 75% of the Coordinators present at a meeting of the Coordinators Committee is obtained to set aside the consensus process for and vote on a substantive matter at a subsequent meeting of the Coordinators Committee, each Coordinator present in person shall have the right to vote on the substantive matter at such subsequent meeting.
- e. If an affirmative vote of 75% of the Coordinators present at a meeting of the Coordinators Committee is obtained to set aside the consensus process for and vote on a substantive matter at a subsequent meeting of the Coordinators Committee, each Coordinator who was present at the meeting at which an affirmative vote of 75% of the Coordinators present was obtained to set aside the consensus process for and vote on the substantive matter shall have the right to vote by proxy on such matter at such subsequent meeting if such proxy has been executed in writing by such Coordinator or if such proxy is another Coordinator.
- f. On a matter on which the consensus process has been duly set aside, an affirmative vote of 75% of the Coordinators present in person (or in proxy in accordance with Section 5.13e herein) at a meeting of Coordinators shall be required for approval of a decision on the matter

(unless some greater vote is specifically required by these Bylaws or the Declaration).

- g. Other than described in Section 5.13e-f herein, no proxy or absentee votes and no proxy or absentee acts of blocking consensus are allowed at any meeting of the Coordinators Committee.
- h. The right to block consensus or vote at any meeting of the Coordinators Committees of any corporate, partnership or trust Coordinator may be held on its behalf by any officer, partner, trustee or beneficiary of such Coordinator.
- i. Any Coordinator may petition the Coordinators Committee in writing or through any other Coordinator to postpone a decision on a matter to be discussed at a meeting of the Coordinators Committee if such Coordinator cannot be present at such meeting and feels strongly about the matter. However, the Coordinators Committee shall not be obligated to accommodate such a petition.

**Section 5.14 Unanimous Consents of Coordinators.** Any action required or permitted to be taken at any meeting of the the Coordinators Committee may be taken without a meeting if a written consent thereto is signed by all of the Coordinators. The Secretary shall file such written consent with the records of the meetings of the Coordinators and such consent shall be treated as a decision of Coordinators for all purposes.

**Section 5.15 Facilitators of Coordinators Committee Meetings.** A Facilitator for each meeting of the Coordinators Committee shall be determined by decision of the Coordinators Committee and entered into the record of such meeting. All Facilitators of meetings of the Coordinators Committee shall be Coordinators. The Facilitator of a meeting of the Coordinators Committee shall conduct the meeting in accordance with the decisions of the Coordinators Committee, except that the Facilitator of a meeting of the Coordinators Committee shall have the sole right to call for a vote to set aside the consensus process for and voting on a matter at such

meeting as is more fully described in Section 5.13b-c herein.

**Section 5.16 Recorders of Coordinators Committee Meetings.** A Recorder for each meeting of the Coordinators Committee shall be determined by decision of the Coordinators Committee and entered into the record of such meeting. All Recorders of meetings of the Coordinators Committee shall be Coordinators. The Recorder shall write and publish minutes of such meeting and shall serve as an assistant to the Facilitator of such meeting.

**Section 5.17 Records of Meetings of the Coordinators Committee.** The Coordinators Committee shall keep a record of the meetings of Coordinators Committee, and the Coordinators Committee shall report to the Members from time to time on its affairs.

**Section 5.18 Removal of Coordinators.** The entire Coordinators Committee or any individual Coordinator may be removed, with or without cause, by decision of the Members.

**Section 5.19 Limitation of Liability; Indemnification of Coordinators and Officers.** The Coordinators and Officers of the HOA shall not be liable to the HOA for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The HOA shall indemnify and hold harmless all Officers and Coordinators against all contractual liability to others arising out of contracts made by a Coordinators or Officer on behalf of the HOA unless any such contract shall have been made in bad faith or contrary to the provisions of these Bylaws or the Declaration.

**Section 5.20 Compensation for Coordinators.** Coordinators shall receive no compensation for their services except as expressly provided by decision of the Members.

## **ARTICLE VI**

### **Standing and Temporary Committees**

**Section 6.1 Designation of Standing and Temporary Committees.** Subject to approval by the Members of the HOA, the Coordinators Committee may, designate one or more Standing Committees and one or more Temporary

Committees, each consisting of two (2) or more specifically named persons and may delegate, subject to approval by the Members, to each such Standing and Temporary Committee such duties and responsibilities as they shall deem appropriate, to the extent permitted by law.

**Section 6.2 Alternate Members of Standing and Temporary Committees.**

Subject to approval by the Members of the HOA, the Coordinators Committee may designate all Members and Associate Members who have not been designated as members of a Standing and Temporary Committee as alternate members of each such committee. Each such alternate member of a Standing or Temporary Committee may attend all meetings of said committee, but shall be without vote or right to block consensus unless one or more of the regularly designated members of such committee fails to attend a meeting. In the absence of one or more of the regular members of such Standing or Temporary Committee at a meeting of such committee, such alternate member or members may be counted toward a quorum and may block consensus or vote as though they were regular members of such committee. In the event that at such meeting there are more alternate Standing or Temporary Committee members present than there are absent regular Standing or Temporary Committee members, the alternate members shall have the right to block consensus or vote in the order in which they became Members of the HOA and alphabetically thereafter.

**Section 6.3 Conduct of Standing and Temporary Committee Meetings.**

So far as applicable, the provision of these Bylaws relating to the conduct of meetings of the Coordinators Committee (Sections 5.7 - 5.16 herein) shall govern meetings of Standing and Temporary Committees, except as defined in this Article.

**Section 6.4 Quorum at Meetings of Standing and Temporary**

**Committees.** The presence in person at a Standing or Temporary Committee meeting of 20% of the members but no less than two (2) members of such committee shall be requisite for and constitute a quorum for the transaction of business at such meeting.

**Section 6.5 Records of Meetings of Standing and Temporary**

**Committees.** Each Standing and Temporary Committee shall keep a record

of its committee meetings, and each such committee shall report to the Coordinators Committee and the Members from time to time on its affairs.

**Section 6.6 Removal of Standing and Temporary Committee Members.**

Any member(s) of a Standing or Temporary Committee may be removed, with or without cause, by decision of the Members.

**Section 6.7 Vacancies on Standing and Temporary Committees.**

Any vacancy on any Standing or Temporary Committee may be filled by the Members at any meeting thereof.

**Section 6.8 Compensation for Members of Standing and Temporary Committees.**

The members of Standing and Temporary Committees shall receive no compensation for their services except as expressly provided by decision of the Members.

## **ARTICLE VII**

### **Officers**

**Section 7.1 Officers.** The officers of the HOA shall be a President, a Secretary, a Treasurer and such assistants to such officers as the Members may deem appropriate, which officers shall be selected at each annual meeting of the Members and shall hold office at the pleasure of the Members; provided, that prior to the first Annual Meeting of the Members, the officers may be selected at any meeting of the Members.

**Section 7.2 Removal of Officers.** Any officer may be removed, with or without cause, by decision of the Members.

**Section 7.3 Vacancies in Offices.** Any vacancy in any office may be filled by the Members at any meeting thereof.

**Section 7.4 Powers of Officers.** Each respective officer of the HOA shall have such powers and duties as are usually vested in such officer of a corporation without capital stock, including but not limited as follows:

- a. The President shall be a Coordinator and shall be the Chief Executive

Officer of the HOA.

- b. The Secretary shall be a Coordinator and shall keep minutes of all meetings of the Members, the Coordinators Committee, and the Standing and Temporary Committees, and shall have custody of the HOA's seal and have charge of the membership transfer books and such other books, papers and documents as the Members may prescribe.
- c. The Treasurer shall be a Coordinator and shall be responsible for HOA funds and securities and for keeping full and accurate accounts of all receipts and disbursements in HOA books of account kept for such purposes as described more fully in Section 8.1 herein.
- d. The same person may be selected and serve as any two or more officers.

**Section 7.5 Compensation for Officers.** The officers shall receive no compensation for their services except as expressly provided by decision of the Members.

## **ARTICLE VIII**

### **Operation of the Subdivision Section 8.1 Books and Accounts.**

- a. The Treasurer shall maintain or cause to be maintained a complete set of records, statements, and accounts concerning the operations of the HOA, in which books shall be entered, fully and accurately, each transaction pertaining to the HOA.
- b. The Treasurer shall furnish or cause to be furnished at least once every two months, a summary showing the HOA's assets, expenditures, debts, and liabilities, and a listing of Lots (and the Members and Associate Members from each Lot) showing the financial status of each Lot.
- c. The books shall be maintained at the residence or place of business of the Treasurer. All the books shall be open at all reasonable times for inspection, examination and copying by any Member or Associate

Member.

- d. The fiscal year of the HOA shall begin on the first day of January each year, except for the first fiscal year of the HOA which shall begin at the date of incorporation of the HOA. The commencement date of the fiscal year herein established shall be subject to change by the Members.
- e. The Members may retain an accountant to assist the Treasurer in setting up the books and to prepare tax returns. All accounting based on fiscal year figures shall be completed within sixty (60) days after the close of the fiscal year. All state and federal tax returns shall be filed in compliance with the HOA's organizational structure. The HOA shall maintain its books in compliance with all state and federal income tax laws and regulations.

**Section 8.2 Responsibility for Maintenance.** The HOA shall have the right and obligation to maintain, repair and replace the common amenities in the Subdivision as defined in Section 8 of the Declaration. Assessments by the HOA upon the Lots and the owners thereof shall be used for those purposes and to establish necessary reserves and working capital, and for such other purposes as shall be permitted by the Bylaws of the HOA or as shall be deemed appropriate to the Members (hereinafter collectively called the "Common Expenses").

**Section 8.3 Budget.** No later than August 15 of each year the Coordinators Committee shall estimate the Common Expenses for the following fiscal year and shall present such estimate to the Members at a meeting of Members in September as the proposed annual budget for such year. The annual budget and the annual assessments for the owners of each Lot (as defined in Section 10a of the Declaration) required to meet the annual estimated Common Expenses must be approved by the Members in two consecutive meetings of Members in order to be in effect.

**Section 8.4 Annual Assessments.** All assessments shall be billed no later than November 15 of each year by the Treasurer of the HOA sending the bills



therefore to the respective Lot owners at the address recorded in the Secretary's records either personally or by placing the bill in the United States mails, postage prepaid, addressed to the Lot owner as aforesaid. All sums so assessed and billed shall become due in twelve (12) equal installments, commencing on the first day of January.

**Section 8.5 Budget Increases and Special Assessments.** The Members of the HOA may from time to time decide to increase the amounts budgeted in any line of the approved budget and to levy additional assessments to cover such increases. Any such increase in a budget line greater than \$500.00 and any additional assessments such an increase may cause must be approved by the Members in two consecutive meetings of Members in order to be in effect.

**Section 8.6 Late Payments.** Late payments shall be treated as described in Section 10b of the Declaration)

**Section 8.7 Lien.** The assessments and interest charges authorized by Section 8.6 herein and billed by the HOA shall be a charge on the land 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 30 days after the date when due then said assessment shall be delinquent and shall, together with interest charges, costs of collection and reasonable attorney's fees, become a continuing lien on the Lot(s) owned by the delinquent Lot owner which shall bind the Lot(s) with the buildings and improvements thereon in the hands of the delinquent Lot owner, his heirs, devisees, successors,

personal representative and assigns. The lien may be enforced in the same manner as the lien for assessment against condominium units as provided in the Maine Unit Ownership Act, Chapter 10 of Title 33 of the Maine Revised Statutes of 1964, as amended, and may, at the option of the Town of Brunswick, be enforced by the Town.

## **ARTICLE IX**

### **Rules and Regulations**

**Section 9.1 Approval of Rules and Regulations.** Subject to the approval by

the Members, the Coordinators Committee may from time to time promulgate rules and regulations as shall be deemed necessary or appropriate to the efficient and orderly operation of the HOA.

**Section 9.2 Rules and Regulations.** The following rules and regulations shall apply to the Subdivision:

### **1. Lot Ownership Limits**

No resident owner shall have an ownership interest in more than three Lots. No absentee end- use owner shall have an ownership interest in more than 2 Lots. (Financial institutions or their subsidiaries that have taken title to a Lot by foreclosure or deed in lieu thereof are exempted from these limits by the Declaration.)

### **2. Guest Policy**

a. Hosts are responsible for educating guests about the Covenants and Restrictions, the Bylaws, and the operations of the community.

### **3. Community Participation**

In order to foster and develop the type of community envisioned, all residents (including renters and long-term guests) of the community are expected to have a reasonable level of participation in HOA and community activities.

### **4. Pet Policy**

The community has authorized itself to establish a pet policy outside of these Bylaws.

### **5. Farm Animal Policy**

- a. No swine, or livestock may be kept upon the Limited Common Elements (yards).
- b. Poultry, swine, and livestock may be kept in designated areas with prior written approval of the HOA.

- c. The placement of fencing and other farm animal related structures on Common Elements (common land) for farm animals must be approved by the HOA.

## **6. Tree Cutting Policy**

- a. The intent of the tree policy is to balance the preservation of native trees with the desire for views, sunlight, and yard space.
- b. Lot owners may clear trees from their yards, but are encouraged to avoid clear cutting.
- c. Clearing trees outside of yards must be approved in advance by the HOA.

## **7. Antenna and Satellite Dish Policy**

- a. The intent of the Antenna and Satellite Dish Policy is to minimize the visual impact that antennas and satellite dishes have on other residents in the community.
- b. Satellite dishes shall not exceed 2' in diameter.
- c. Satellite dishes shall be screened from the public way.
- d. There are no size restrictions on traditional exterior TV antennas. Other types of antennas must be approved by the HOA.

## **8. Junk Policy**

- a. The intent of the Junk Policy is to control the visual impact of people's belongings on other members of the community.
- b. Expired appliances, automobiles, and excess household debris shall be appropriately discarded or kept within a household's interior storage space, except cars may be kept in a household's parking space.

## **9. Dumping and Burning Policy**

- a. No dumping is allowed anywhere on the property.
- b. All outdoor burning (other than for cooking purposes) must be approved by the HOA.

## **ARTICLE X**

### **Amendment**

These Bylaws may be amended by decision of the Members at any annual, regular or special meetings of the Members. However, any amendment must be approved by the Members at two meetings of Members within 90 days of each other in order to become effective.

## **ARTICLE XI**

### **Indemnification**

The corporation shall indemnify any person who is or was a Coordinator, officer, employee or agent of the corporation, or who is or was serving in another capacity at the request of the corporation, to the extent authorized by law, and may purchase and maintain liability insurance on behalf of such persons or to protect itself against liability for such indemnification to the extent authorized by law.

## **ARTICLE XII Miscellaneous**

**Section 12.1 Severability.** 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.

**Section 12.2 Captions.** The captions herein are inserted only 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. Reference in these Bylaws to Sections without reference to the document in which they are contained are references to these Bylaws.

**Section 12.3 Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

March 12, 2017

*<http://two-echo.org/members/notebook/8b.php>*