

**BY-LAWS**  
**FOR**  
**SPRING POND ESTATES**  
**HOMEOWNERS ASSOCIATION**

Revised 09/29/2004  
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**BY-LAWS**  
**OF**  
**SPRING POND ESTATES HOMEOWNERS' ASSOCIATION**

**ARTICLE I**

**Introductory Provisions**

- 1.1 **Purpose:**  
These Bylaws provide for the organizational structure necessary to administer the SPRING POND ESTATES HOMEOWNERS' ASSOCIATION and to administer and maintain all Common Properties within the Development known as Spring Pond Estates.
- 1.2 **Name:**  
The name of this Association is SPRING POND ESTATES HOMEOWNERS' ASSOCIATION (hereinafter called the "Association").
- 1.3 **Applicability of By-Laws:**  
The provisions of these By-Laws are applicable to the property described in Exhibit A of the Corrective Release Deed, signed May 9, 2023 and recorded in the York County Registry of Deeds in Book 199243, Page 463. All present and future Lot and Unit Owners, mortgagees, lessees, and occupants of Lots and Units within Spring Pond Estates, and their invitees, guests, employees and any other persons who may use the facilities of Spring Pond Estates are subject to these By-Laws, the Declaration of Covenants, Conditions and Restrictions of Spring Pond Estates (hereinafter called "Declaration") and to the rules and regulations established by the Board of Directors of the Association as hereinafter set forth.
- 1.4 **Office:**  
The principal office of the Association and the Board of Directors shall be located at 4 Styles Lane, York, Maine, or at such other location as the Board of Directors may designate from time to time.
- 1.5 **Nonprofit Status:**  
The Association is not organized for profit and no property or profit thereof shall inure the benefit of any person except in furtherance of the nonprofit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance or care of Spring Pond Estates.
- 1.6 **Purpose of the Association:**  
The Association is assigned the responsibility of maintaining the Common Property, administering and enforcing the Declaration, and collecting and disbursing assessments so as to achieve the following goals:
- A. To preserve and enhance the values, amenities, natural beauty and harmony of Spring Pond Estates.
  - B. To promote the safety, health and welfare of all who live and work at Spring Pond Estates.
  - C. To promote the common benefit and enjoyment of both the private and common properties.
  - D. To promote the financial welfare of the Association through forecasting, planning and careful administration of Association funds.
  - E. To promote compliance with the Town of York ordinances governing Spring Pond Estates.

## **ARTICLE II**

### **The Association**

#### **2.1 Composition:**

The Association has been organized prior to the date hereof as a non-profit corporation pursuant to the Non-Profit Corporation Act. The Association shall consist of all the Lot and Unit owners, as those terms are defined in the Declaration. Every person or entity, who is an Owner of Record at the York County Registry of Deeds of a Lot or Unit in the Development, shall be a member of the Association; excepting, however, holders of security interests, until foreclosed, shall not be considered members. By acceptance of a deed to a Lot or Unit within the Development, a member consents to and agrees to adhere to the terms and conditions of the Declaration, these By-Laws and any other rules and regulations enacted by the Association or the Board of Directors as well as the Architectural and General Guidelines adopted by the Association. All members shall file with the Secretary of the Association: 1) the name, mailing address and date of birth of the owner (or owners) of the Lot or Unit and 2) the name, address, and date of birth of anyone occupying the Lot or Unit.

Each year the Lot Owners shall file with the Secretary of the Association, or another person designated by the Board, proof of insurance coverage as required by the Declaration or these By-Laws. Home owners must inform their insurance companies to place the name of Spring Pond Estates Homeowners Association on their policy for notification in the event of cancelation, changes, or lapsing of their policy.

#### **2.2 Non Transferability of Interest:**

Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Lot or Unit Owner shall terminate upon a sale, transfer or other disposition, other than mortgage, of the Ownership interest of the Lot or Unit. Members may assign their rights to enjoyment and use of the Common Areas to a lessee. The Association may, but shall not be required to, issue certificates or other evidence of membership.

#### **2.3 Powers and Duties:**

The Association shall have the following purposes, duties and powers:

- 2.3.1 Adopt and amend the By-Laws and rules and regulations for the operation of the Association and Common Area, as defined in the Declaration.
- 2.3.2 Adopt and amend budgets for revenues, expenditures and reserves and collect assessments as defined in the Declaration.
- 2.3.3 Hire and terminate managing agents and other employees, agents and independent contractors.
- 2.3.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot or Unit Owners on matters affecting the Spring Pond Estates.
- 2.3.5 Make contracts and incur liabilities relating to the purposes of the Association stated in these By-Laws and Declaration. Power to obtain competitive bids and make them available to members upon request.
- 2.3.6 Regulate the use, maintenance, repair, replacement and modification of the Common Area, including, but not by way of limitation, the roadways, driveways, building exteriors and landscaping.

- 2.3.7 Cause additional improvements to be made a part of the Common Area.
- 2.3.8 Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration and By-Laws and rules and regulations of the Association.
- 2.3.9 Maintain insurance coverage for the indemnification of its officers and the Board of Directors. Maintain insurance coverage of the Community Center building in compliance with Title 13B Maine Nonprofit Corporation Act.
- 2.3.10 With the vote of seventy-five (75%) percent of the members of the Association, the power to dispose, sell or transfer Common Area to any public agency, authority or utility and participate in mergers or consolidations with other non-profit organizations with a like purpose.
- 2.3.11 Exercise any other powers conferred to it by the Declaration.
- 2.3.12 Exercise all other powers that may be exercised in the State of Maine by corporations organized pursuant to the Nonprofit Corporation Act, as the same or equivalent may be amended or modified from time to time.
- 2.3.13 Exercise any other powers necessary and proper for the governance and operation of Spring Pond Estates by the Association.

The foregoing responsibilities shall be performed by the Board of Directors or managing agent, or both, as more particularly set forth in these By-Laws.

2.4 **Meeting of Members:**

Meetings of the membership shall be held at the principal office of the Association or at such place as may be specified in the notice of the meeting.

2.5 **Annual Meetings of the Association:**

The Annual Meeting of the members shall be held each year on the second Tuesday of the month of June at 6:30 PM. In the event that the day for which an Annual Meeting is scheduled is a legal holiday, then the meeting shall be held at the same time on the first day thereafter. The members shall transact such necessary business as may properly come before them.

2.6 **Special Meetings of the Association:**

The Secretary shall call a special meeting of the Association if so directed by written petition signed by two or more members of the Board of Directors or upon a petition signed and presented to the Secretary by Lot or Unit Owners to which are allocated not less than twenty-five percent (25%) of the votes in the Association. A special meeting shall be held no earlier than thirty (30) days after receipt by the President of said resolution or petition. However, if the purpose includes changing the Declaration, then such meeting must be held no sooner than ninety (90) days and no later than one hundred twenty (120) days after receipt of such petition. No business shall be transacted at a special meeting except as stated in the said notice unless with the consent of seventy-five percent (75%) of the members present, either in person or by proxy.

2.6.1 In case of emergency, the Board of Directors may call a meeting with fifteen (15) days' notice. (posted or mailing)

2.7 **Notice of Meeting:**

It shall be the duty of the Secretary, or upon his/her failure or neglect, then any other officer, to give notice of each annual or special meeting. The notice shall include the time and place of the meeting, items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes and any proposal to remove a member of the Board of Directors or officer, and shall be sent to each member of record. With respect to any annual or special meeting, such notice shall be so mailed and or posted at least fifteen (15) days prior to the date set for the meeting. Minutes shall be taken at all meetings and made available to all members at the Community Center and on the webpage.

2.8 **Quorum:**

The presence, either in person or by proxy, of Lot and Unit owners to which are allocated at least fifty-one percent (51%) of the votes in the Association shall be requisite for and constitute a quorum for the transaction of business at all meetings of the members.

2.9 **ADJOURNMENT OF MEETINGS:**

If at any meetings of the Association a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

2.10 **VOTES IN ASSOCIATION:**

Each Lot or Unit Owner shall be entitled to a single vote in the Association. If a Lot or Unit is owned by more than one person or entity, then the vote allocated to that Lot or Unit may be cast by only one Owner, if without objection from any other Owner of the Lot or Unit. If ownership of a Lot or Unit is in a corporation, partnership, trust or estate, the officer or employee of the corporation, partner of that partnership, trustee of that trust, or agent of that estate, entitled to cast votes for the corporation, partnership, trust or estate has failed to file such a certificate with the Secretary and if more than one owner of that Lot or Unit is present at the meeting, the Votes allocated to that Lot or Unit may be cast only in accordance with the agreement of a majority of the multiple owners present at the meeting. Such majority agreement shall be conclusively presumed if any one of those multiple owners shall cast the vote allocated to the Lot or Unit without protest being promptly made to the person presiding over the meeting by any other owner of the Lot or Unit.

2.11 **VOTE REQUIRED:**

Unless any express provisions of these By-Laws or the Declaration state that a different vote is required, each question presented by a meeting of the Association shall be determined by a majority vote of the members present at the meeting.

2.12 **INFORMAL ACTION:**

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 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 unanimous vote of members for all purposes.

2.13 **PROXIES:**

A vote may be cast in person or by proxy. If a Lot or Unit is owned by more than one person such owner of the Lot or Unit may vote or register protest to the casting of votes by the other owners of the Lot or Unit through a duly executed proxy. Proxies shall be duly executed in writing and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor (s) of the proxy. Proxy shall be valid until withdrawn by formal written notice of the Association.

2.14 **ORDER OF BUSINESS:**

The order of business at all meetings of the members should include the following:

- a) Member sign-in
- b) Proof of notice of meeting
- c) Reading/review of minutes of preceding meeting for approval
- d) Treasurer's report
- e) Reports of Board of Directors or officers or of the manager
- f) Reports of committees if any
- g) Election of members of the Board of Directors (when so required)
- h) Unfinished business
- i) New business
- j) Adjourn

**ARTICLE III**

**Board of Directors**

3.1 **NUMBER AND QUALIFICATION:**

The affairs of the Association shall be governed by a Board of Directors composed of five (5) members. All members of the Board shall be Lot or Unit Owners. At no time shall the make-up of the Board of Directors consist of more than two (2) residents under the age of 55.

3.2 **TERM OF OFFICE:**

The term office for all Directors shall be two (2) years. On even numbered years, two (2) Directors shall be elected, on odd numbered years, three (3) Directors shall be elected. The members of the Board of Directors shall hold office until the election of their respective successors or their death, adjudication of incompetency, removal or resignation. No member of the Board of Directors may serve more than three (3) consecutive terms.

3.3 **ELECTION OF DIRECTORS:**

The members of the Board of Directors shall be elected as follows:

3.3.1 The Election Committee shall publish the vacancies on the Board of Directors in April, (earlier if desired) calling for those willing to stand for election. If provided, resumes will be made available to the Association members.

3.3.2 Names of the selected candidates shall be announced and published in May. Biographies will be included if provided by the candidates.

3.3.3 Ballot packets shall be prepared and mailed or hand delivered to the Association members not less than fifteen (15) days or more than thirty (30) days before Election Day. The packet shall include the following:

- 1. Instructions for completing and returning the ballot
- 2. The ballot describing the vacancies to be filled, a list of candidates and space for "write-in" votes
- 3. An envelope marked "Ballot" in which to seal the ballot. This envelope must be signed by the voting member.
- 4. An envelope addressed to the Association in which to return the ballot.



- 3.3.4 The returns received by the Association shall be stored in a secure location and remain unopened until 5:00 PM on Election Day. Prior to that time the Election Committee may inspect the return envelopes for signatures. The name of the member shall be crossed off a current membership list or list of registered proxies. Unsigned returns shall be set aside unopened and not included in the counting of ballots.
- 3.3.5 Ballots shall be counted by the Election Committee within three (3) business days after Election Day in such a manner that the confidentiality of the vote of a member or proxy shall be protected, even from the committee.
- 3.3.6 The results of the election shall be turned over to the President who shall immediately inform the candidates. The results shall be promptly released to Association members and posted at the Community Center and Association website. The new Board Members will assume office at the conclusion of the Annual Meeting.
- 3.3.7 The unopened returns, the opened return envelopes and the ballots shall be stored in a secure location until the new Directors are installed, after which the ballots shall be destroyed, unless the vote has been challenged.

3.4 **POWERS AND DUTIES:**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all the powers and duties referred to in the Declaration and statutes of the State of Maine pertaining to corporations without capital stock, as amended from time to time. The powers and duties of the Board of Directors shall include but not limited to the following:

- 3.4.1 The power and duty to approve a budget to be voted on by the Association at the Annual Meeting.
- 3.4.2 The power and duty to make assessments against Lot and Unit Owners, establish the means and methods of collecting such assessments from the Lot and Unit owners and establish the period and terms of the installment payment for Special Assessments.
- 3.4.3 The power and duty to provide for the operation, care, upkeep and maintenance of the Development. The power to obtain competitive bids and make them available to members upon request.
- 3.4.4 The power and duty to designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Areas and provide services for the Development and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.
- 3.4.5 The power and duty to collect assessments from Lot and Unit Owners, deposit the proceeds thereof in any bank depositories or money market funds designated by the Board of Directors and use the proceeds to carry out the administration of the Development.
- 3.4.6 The power to make and amend Rules and Regulations covering the details of the operation and use of the Development.
- 3.4.7 The power to open bank accounts on behalf of the Association and designate the signatories thereon.

- 3.4.8 The power and duty to make or contract for the making of repairs, additions and improvements to or alterations of the Development and repairs to and restoration of the Development, in accordance with the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- 3.4.9 The power to enforce by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations, and, the duty and power to act on behalf of the Lot and Unit Owners with respect to all matters arising out of any eminent domain proceeding.
- 3.4.10 The power and duty to obtain and carry insurance, compliant with Title 13B of Maine Nonprofit Corporation Act, against casualties and liabilities as provided in the Declaration and By-Laws, pay the premiums for and adjust and settle claims thereunder.
- 3.4.11 The power to borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Areas: provided, however, that the consent of the Owners of Lots and Units to which are allocated at least seventy-five (75%) of the Votes in the Association, obtained either at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws or by unanimous written consent of the Lot and Unit Owners, shall be required to borrow any sum in excess of Five Thousand Dollars (\$5000.00).
- 3.4.12 The power to acquire, hold and dispose of Common Areas and mortgage the same, on behalf of the Association.
- 3.4.13 The power to adopt Architectural Guidelines to provide members, architects, builders and landscape designers with the criteria and information necessary to comply with Declaration restrictions and objectives for architectural control.
- 3.4.14 The power to do such other things and acts consistent with the Declaration which the Board of Directors may be authorized to do by a resolution of the Association.

3.5 **DELEGATION OF POWERS, MANAGING AGENT:**

The Board of Directors may employ for the Association a "Managing Agent" or "Manager" at a compensation established by the Board of Directors. The managing agent shall perform such duties and services as the Board of Directors shall authorize.

3.6 **REMOVAL OR RESIGNATION OF MEMBERS OF THE BOARD OF DIRECTORS:**

At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed only for "cause" by lot or unit owners entitled to cast at least seventy-five (75%) of all the votes in the Association and a successor may then be elected to fill the vacancy thus created. "Cause" shall be defined as follows:

1. Acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of the law.
2. Any transaction from which the director derived improper personal benefit.
3. Being absent from three (3) consecutive Board Meetings.

Any Lot or Unit Owner proposing removal of a Board Member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Lot or Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting of the Association and shall be given an opportunity to be heard at such meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon transfer of title to his lot or unit.

3.7 **VACANCIES:**

Vacancies on the Board of Directors caused by any reason, other than the removal of a member by a vote of the Lot and Unit Owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next Annual Meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.8 **REGULAR MEETINGS:**

Regular meetings of the Board of Directors shall be held on the second Monday of each month at 6:30 PM in the Community Center or at such other time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Written notice of regular meetings of the Board of Directors shall be posted at the Community Center and on the website with at least fifteen (15) days' notice.

3.9 **SPECIAL MEETINGS:**

Special meetings of the Board of Directors may be called by the President on at least three (3) business days' notice to all Board Members by the Secretary. This notice shall state the time, place and purpose of the meeting and must have been the request of at least two (2) members of the Board of Directors.

3.10 **WAIVER OF NOTICE:**

Any member may at any time, in writing, waive notice of any meeting of the Board of Directors. Such waiver shall be deemed equivalent to the giving of notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Board of Directors, notice shall not be required and any business may be transacted at such meeting.

3.11 **QUORUM OF THE BOARD OF DIRECTORS:**

At all meetings of the Board of Directors a majority of members shall constitute a quorum for the transaction of business, and unless a greater percentage is specifically required, the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting. One or more members of the Board of Directors may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.12 **COMPENSATION:**

No member of the Board of Directors shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.13 **CONDUCT OF MEETINGS:**

The President shall preside over all meetings of the Board of Directors. In the absence of the President, the Vice-President shall preside over the meeting. The Secretary shall keep a minute book of the Board of Director's meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.14 **ACTION WITHOUT MEETING:**

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent to such action. Any actions agreed upon by the Board of Directors shall be documented and entered into the record.

**ARTICLE IV**

**Officers**

4.1 **DESIGNATION:**

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 Board of Directors. The Board of Directors may appoint an assistant treasurer; an assistant secretary and such other officers as in its judgment may be necessary. Both the President and Vice President shall be Lot or Unit Owners and a member of the Board of Directors. Any other officers may, but need not, be Lot or Unit Owners or members of the Board of Directors. An officer, other than the President, may hold more than one office.

4.2 **ELECTION OF OFFICERS:**

The officers of the Association shall be elected annually by written secret ballot by the Board of Directors prior to the Annual Association Meeting and shall hold office at the pleasure of the Board of Directors.

4.3 **REMOVAL OF OFFICERS:**

Upon the affirmative vote of a majority of members of the Board of Directors, any officer may be removed with cause, and a successor may be elected at any meeting of the Board of Directors called for such purpose.

4.4 **DUTIES OF OFFICERS:**

4.4.1 **PRESIDENT:**

The President shall be the Chief Executive Officer of the Association, preside at all meetings of the Association and of the Board of Directors and have all the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Maine including without limitation the power to appoint committees from among the Lot and Unit Owners to assist in conducting the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Board of Directors.

4.4.2 **VICE-PRESIDENT:**

The Vice President shall perform all the duties of the President, in his/her absence, and at the request of the President, may oversee the preparation of the three-year forecast of the operational plan and budget for the ensuing year.

4.4.3 **SECRETARY:**

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, maintain the register setting forth the place to which all notices to members hereunder and pursuant to the Declaration shall be delivered and, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Maine. The Secretary shall file annually with the Secretary of State for the State of Maine all necessary registration forms.

The secretary shall maintain the following books and records:

1. A roster of names, addresses, phone numbers and dates of birth for all owners and lessees.
2. Financial records including forecasts, budgets and regular reports.
3. Book of the Minutes of all regular or special Board meetings, and all annual or special meetings of the Members. This book is kept in the office at the Community Center.
4. Book of motions or resolutions of the Board.
5. Policy Manual
6. Unit occupancy guidelines
7. Architectural Guidelines
8. General Guidelines

Single photocopies of requested Association records including a reasonable number of certified copies shall be made available to members on reasonable notice. A fee may be charged for this service.

The Association, through the Secretary, shall make available to the members copies of the Declaration, By-Laws and the Architectural and General Guidelines.

**4.4.4 TREASURER:**

The treasurer shall have the responsibility for the safe keeping of the Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for providing to the Secretary the monthly financial report for inclusion in the minutes and be responsible for the deposit of all monies in the name of the Board of Directors, the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of Treasurer of a non-profit corporation organized under the laws of the State of Maine.

**4.5 EXECUTION OF DOCUMENTS:**

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall require the Board's approval and the signature of the Treasurer. In his absence a designated Board Members will have signature ability.

**4.6 COMPENSATION OF OFFICERS:**

No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer but may be reimbursed for any out-of-pocket expenses incurred in performing the duties provided. However, the Secretary and Treasurer may be compensated for their services if the Board of Directors determines such compensation to be appropriate.

**ARTICLE V**

**Operation of the Property**

**5.1 Fiscal Year:**

The commencement date of the fiscal year of July 1 so established shall be subject to change by the Board of Directors.

## 5.2 **Preparation and Approval of the Budget:**

5.2.1 On or before the beginning of the fiscal year the Treasurer shall prepare a draft annual budget for the Association detailing an estimate of the total amount deemed necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area. The budget shall provide working capital, a general operating reserve fund for current operating expenses, and a reserve fund for contingencies, replacements, capital improvements, and other items, which cannot be expected to occur on a regular basis. The draft budget shall be presented to the Finance Committee for their review and input. The Treasurer shall present the proposed budget to the Board of Directors for review and approval and to determine the amount required to be raised by Monthly Assessment to meet the budgeted expenses, taking into account any planned withdrawals from reserves and other income for the Association.

5.2.2 Prior to the Annual Meeting, a Special Meeting shall be called by the Board of Directors to allow Owners to inspect the proposed budget and solicit comments and questions.

5.2.3 The budget approved pursuant to this paragraph shall automatically take effect at the beginning of the fiscal year for which it is adopted.

## 5.3 **ASSESSMENT OF COMMON EXPENSES:**

The total amount of the estimated funds required from Monthly Assessments for the operation of the Development shall be determined by the Treasurer, approved by the Board and voted on by the Association members at the Annual Meeting. The payment of Monthly Assessments shall be made no later than thirty (30) days after the budget is adopted.

## 5.4 **EFFECT OF FAILURE TO PREPARE OR ADOPT BUDGET:**

The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot or Unit Owner's obligation to pay his/her share of the assessment as herein provided, whenever the same shall be determined and, in the absence of an annual budget or adjusted budget, each Lot or Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

## 5.5 **LIMITATIONS ON EXPENDITURES:**

The Board of Directors has power to expend funds, incur expenses or borrow money on behalf of the Association up to \$5000 for any item (s) not included in the annual operational budget. Any expenditures above \$5000 shall require a seventy-five (75%) percent vote of Association members.

## 5.6 **FINANCIAL REVIEW:**

All books and records of the Association shall be kept under the direction of the Treasurer or the Manager and in accordance with customary accounting principles and practices. The Board of Directors shall conduct an annual financial review of the Association's accounts and, along with the Treasurer, prepare a statement on the financial position of the Association. An external financial review conducted by a professional auditor or CPA may be directed by the Board as deemed necessary.

## 5.7 **PAYMENT OBLIGATIONS:**

Each Lot or Unit Owner shall pay to the Association or its authorized representative, on a monthly basis, their share of the Common Assessment. A late fee of \$25.00 shall be assessed for any payment more than ten (10) days late.

5.8 **PENALTY:**

The Board of Directors has the right to establish a penalty in the event of a default by a Lot or Unit owner in paying the monthly assessment. For each thirty (30) days of unpaid assessment an increase of \$25.00 shall be assessed. The Association shall have the right to establish and impose charges for late payment of assessments. In any case where an assessment against a Lot or Unit Owner is payable in installments, upon a default by such Lot or Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Board of Directors and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Lot or Unit Owner by the Board of Directors or its representative.

5.9 **COLLECTION OF ASSESSMENTS:**

The Board of Directors or the managing agent, at the request of the Board of Directors, shall take prompt action to collect any assessment for common expenses due from any Lot or Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof together with any interest thereon and charges for late payment as provided herein.

5.10 **LIEN FOR ASSESSMENTS:**

The total annual assessment levied against each Lot or Unit by the Association, all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in the Declaration or these By-Laws shall constitute the personal liability of the Owner of the Lot or Unit so assessed and also shall, until fully paid, constitute a lien against the Lot or Unit in favor of the Association. Such lien shall, with respect to annual assessment, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment or revised annual assessments. Such lien is prior to all other liens and encumbrances on a Lot or Unit except a first mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and liens for real estate taxes and other governmental assessments or charges against the Lots or Units.

5.11 **ENFORCEMENT:**

The lien for assessments described above may be enforced and foreclosed by the Association in like manner as a mortgage on real estate. A suit to recover a money judgment for unpaid assessments, interest, penalties and costs of collection may be maintained against the Lot or Unit Owner personally without foreclosing or waiving the lien securing such assessments and a foreclosure may be maintained, notwithstanding the pendency of any such suit, the Lot or Unit Owner shall be required to pay a reasonable rental for the Lot or Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

5.12 **ADDITIONAL PENALTIES:**

Membership rights and privileges may be suspended by majority vote of the Board of Directors for any member who is more than thirty (30) days delinquent in the payment of the monthly assessment.

## **ARTICLE VI**

### **Committees**

6.1 **PURPOSE AND COMPOSITION:**

Committees shall be advisory bodies to the Board for the development of policy rules, regulations and guidelines. The chairperson of committees shall be appointed by the Board upon the recommendation of the President at any Board meeting. They shall serve at the pleasure of the Board or until the next Annual Meeting. Committee members shall be volunteers from the Association.

6.2 **STANDING COMMITTEES:**

The Board shall appoint the following standing committees:

- 6.2.1 The Board of Directors shall oversee the enforcement of the Town of York Zoning Ordinances governing Spring Pond Estates.
- 6.2.2 The Architectural Committee composed of at least three (3) members shall administer the Covenants dealing with architectural control to accomplish covenant objectives and shall:
  - 6.2.2.1 Interpret Declaration objectives and develop Architectural Guidelines which include Declaration restrictions and objectives to provide members with general criteria and information necessary for the approval of plans to alter landscaping, outdoor lighting as well as additions or alterations of dwelling units at Spring Pond Estates.
  - 6.2.2.2 Receive applications for the review of plans for additions, alterations and other proposed material changes to the exterior of dwelling units, and may approve or reject such applications based upon compliance with the guidelines and subject to further consideration and approval of the Board of Directors or Association as may be required by the Declaration.
  - 6.2.2.3 Require the inspection of all additions, alterations or material exterior changes for compliance with approved plans and the guidelines. The Board may delegate to the Architectural Committee Chairperson the authority to approve work in progress or stop work for non-compliance with approved plans or guidelines.
  - 6.2.2.4 The Architectural Committee will bring their recommendations to the Board for final approval.
- 6.2.3 The Elections Committee shall be appointed by the Board at the Annual Board Meeting each year. The Committee shall consist of a Chairperson and at least two (2) members who shall serve until the close of the next Annual Meeting.
- 6.2.4 The Executive Committee, consisting of the President, Vice-President and a third Board Member shall have the power to decide on matters requiring action between regular meetings of the board. The Executive Committee may not exceed the authority of the Board and their actions must be either ratified, changed or rescinded at the next regular Board meeting. The Committee shall also periodically review with the Board or manager operating items to be brought before the Board requiring action to be certain the Board has adequate data for such action.
- 6.2.5 The Finance Committee shall advise the Treasurer regarding financial policy and ensure that financial statements are prepared in accordance with generally accepted accounting principles; ensure that there are adequate internal controls to protect the assets of the Association and arrange for and cooperate in the performance of internal audits when deemed necessary by the Board. The Committee shall review the draft budget and give input to the Treasurer. The Committee may also perform such studies of financial matters as directed by the Board. The Treasurer shall Chair the Finance Committee. The Committee shall consist of at least three (3) members one of whom must be a Board Member.



6.2.6 The Welcoming Committee shall meet with all prospective buyers and renters to ascertain age eligibility and to review By-Laws, Declaration and rules and regulations. At the conclusion of the meeting, a signed Certificate of Resale shall be given to new owners. The committee shall consist of a Chairman and at least three (3) members one of whom must be a Board Member.

6.2.7 The By-Laws and Declaration Committee shall meet annually to review the By-Laws and Declaration. When updates are needed, the Committee shall accomplish this goal and present the completed update to the Board for review. The Committee will consist of a Chairman and at least three (3) members one of whom must be a Board Member.

6.3. **Additional Committees:** The Board may appoint as many additional standing or advisory committees as it deems necessary, such as, but not limited to the following:

- |                           |                        |
|---------------------------|------------------------|
| 1. Communications/Website | 4. Snow Plowing        |
| 2. Maintenance            | 5. Long Range Planning |
| 3. Recreation/Social      | 6. Landscaping         |

## **ARTICLE VII**

### **Amendments**

#### **THESE BY-LAWS MAY BE AMENDED AS FOLLOWS:**

7.1 **Notice:**

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors or Association in which a proposed amendment is considered and shall be served upon all members.

7.2 **RESOLUTION:**

An amendment may be proposed by either the Board of Directors or by members holding in the aggregate no less than twenty-five percent (25%) of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with these By-Laws by the affirmative vote of at least seventy-five percent (75%) in voting interest of all members and then executed as provided herein.

7.3 **AGREEMENT:**

In the alternative, an amendment may be made by an agreement signed by the record members to which are allocated seventy-five percent (75%) of the votes in the Association, in which case such amendment shall become effective when signed by all such members.

7.4 **EXECUTION:**

A copy of each amendment shall be attached to or included with a certificate certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the President or Treasurer and attested by the Secretary. The amendment shall be effective when such certificate and copy of the amendment are executed and certified by the Board of Directors and notarized by the County of York.

## **ARTICLE VIII**

### **Notices**

8.1 **To Members** (also referred to herein as "Lot or Unit Owners"):

All notices, demands, bills, statements or other communications affecting the Association shall be given to members in writing. Notice shall be deemed to have been duly given if delivered personally securing a receipt thereof or sent by United States Mail, postage prepaid. If such notification is for default or lien, it must be sent by registered certified United States Mail, return receipt requested, postage paid, addressed to the member at the address which the member shall designate in writing and filed with the Secretary of the Association. If no such address is so designated, the address of the Lot or Unit of which such member is the record Owner thereof.

8.2 **To the Association:** All notices, demands, statements or other communications affecting the Association given by the Lot or Unit owners to the Association shall be in writing and deemed duly given to the Association if delivered personally securing a receipt thereof, or sent by United States Mail, postage prepaid, return receipt requested. It shall be addressed to the Association at the principal office of the President or manager or if there is no manager, then to the Secretary of the Association which the member shall designate in writing and filed with the Secretary of the Association at the address of the Lot or Unit of which the Secretary is the record owner thereof.

## **ARTICLE IX**

### **Miscellaneous**

9.1 **REMEDIES CUMULATIVE:**

All rights, remedies and privileges granted to the Board of Directors or Lot or Unit Owners pursuant to any terms, provisions, covenants or conditions of the By-Laws and Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

9.2 **CAPTIONS:**

The headings in these By-Laws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

9.3 **GENDER, NUMBER, ETC.:**

The use of the singular number in these By-Laws shall not be deemed to include the plural, the plural singular and the use of any one gender shall be deemed applicable to all gender.

9.4 **SEVERABILITY:**

The invalidity of any provisions of these By-Laws shall not be deemed to impair or effect in any manner the validity, enforceability or effect the remainder of these By-Laws, and in such event, all the other provisions of these By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

9.5 **CONFLICT:** In the event of a conflict between these By-Laws and the Declaration, the Declaration shall prevail.

***In Witness Whereof Spring Pond Estates Homeowners Association has caused this instrument to be signed and sealed by its President, of the Board of Directors of the Association.***

Witness:

Spring Pond Estates Homeowners Association

By: Leander Page III

Print Name: LEANDER PAGE III  
President of the Board of Directors

State of Maine

York County, ss. JUNE 14, 2024

Personally appeared the above named LEANDER PAGE III  
President, of Spring Pond Homeowners Association, and acknowledged  
the foregoing instrument to be his free act and deed in his said capacity  
and the free act and deed of said Association.

Heather E. Johnson  
Notary Public/Attorney at Law

HEATHER E. JOHNSON  
Print or type name as signed

02/10/2030  
Commission Expiration

