

MOUNTAINSIDE CONDOMINIUM ASSOCIATION
AMENDED BY-LAWS

These Amended Bylaws to the Mountainside Condominium are made by the Mountainside Condominium Association, Inc., a Vermont non-profit corporation (the "Association").

WHEREAS, Mountainside Condominium (the "Condominium") was declared, established, described and depicted in the Declaration of Condominium of Mountainside, dated November 15, 1979, recorded at Volume 51, Page 774 of the Town of Warren Land Records (the "Declaration") as subsequently amended; and

WHEREAS, attached to the Declaration, as Exhibit "D", were Bylaws for the Mountainside Condominium dated November 15, 1979; and

WHEREAS, the Association desires to bring the By-laws into compliance with those sections of Title 27A V.S.A. the Uniform Common Interest Ownership Act (the "Act") that are applicable to pre-existing communities.

NOW THEREFORE, the Association hereby amends the Bylaws of the Mountainside Condominium, by replacing, in its entirety, the Bylaws dated November 15, 1979, with the following Amended Bylaws.

ARTICLE I

Name and Location

The name of the Association is as follows: MOUNTAINSIDE CONDOMINIUM ASSOCIATION.

ARTICLE II

Definitions

Unless it is plainly evident from the context that a different meaning is intended all terms used herein shall have the same meaning as they are defined in the Declaration or in Title 27A V.S.A. § 1-103, Vermont Statutes Annotated, the so-called Uniform Common Interest Ownership Act..

ARTICLE III

1. Every person, group of persons, corporation, trust or other legal entity, or any culmination thereof, which owns a condominium unit within the condominium project shall be a member of the Association.

2. A member shall not be deemed to be in good standing nor shall he be entitled to vote in any annual meeting or special meeting if any assessments levied against the unit are delinquent or not current or both.

3. Except for those owners who initially purchased a unit from the Declarant, any person on becoming an owner of a unit, shall furnish to the Secretary of the Association or Board of Directors, a

photocopy or certified copy of the recorded instrument vesting that person with an interest or ownership in the condominium project, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met. There shall also be registered with the Secretary or the Board of Directors one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of the owner and member that shall be used by the Association. The registered address shall be furnished by the owner to the Secretary withing five (5) days after transfer of title or after a change of address, and such registration shall be in written form and signed by all of the owners of the unit or by such persons as are authorized by law to represent the interest of the owners thereof. In the event that no registered mailing address is given to the Secretary or the Board of Directors, that mailing address as is used by the Town of Warren for their property tax list will be considered the proper mailing address for purposes of demands, assessments, monthly statements, notices and other communications as may from time to time be necessary.

ARTICLE IV

Meetings of Owners

1. Place of Meeting – Meetings of owners shall be held at the principal office of the Association or at such other suitable place within the State of Vermont reasonably convenient to the unit owners as may from time to time be designated by the Board of Directors.

2. Annual Meetings – The first annual meeting of the unit owners shall be held at such time as the Board of Directors shall determine, but in no event later than March 15, 1981 or at such time as the Declarant makes Stage II a part of Mountainside Condominium and conveys title to twenty-five (25) units in Stage II, whichever occurs sooner, Thereafter, the annual meetings of the unit owners shall be held on the second Saturday of November of each succeeding year. At such meeting there shall be elected by ballot of the unit owners a Board of Directors in accordance with the requirements of Article V of these By-Laws. The unit owners may also transact other business as may properly come before them.

3. Special Meetings – It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors, or upon a petition signed by an aggregate percentage of 20% of the total votes of unit owners having been presented to the Secretary; provided, however, that, except upon resolution of the Board of Directors, no special meeting of the unit owners shall be called prior to the first annual meeting of unit owners as hereinabove provided for. 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 this special meeting except as specifically stated in the notice.

4. Notice of Meetings – It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Association at least fifteen (15) days, but no more than thirty (30) days prior to that meeting. Notice by this method shall be considered as notice served and proof of such notice shall be made by the Affidavit of the person giving the notice. Attendance by the owner at any annual or special meeting shall be a waiver of notice by him of the time, place and purpose

thereof. Notice of any annual or special meeting of the owner may also be waived by any owner either prior to or at such meeting.

The notice of any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

- i. a statement of the general nature of any proposed amendment to the Declaration or Bylaws;
- ii. any budget changes; and
- iii. any proposal to remove an officer or member of the Board of Directors.

Notice may be delivered to any mailing or electronic mail address a Lot Owner designates. Otherwise, Notice may be delivered by:

- (a) hand delivery to each Lot Owner;
- (b) hand delivery, United States mail postage paid, or commercially reasonable delivery to the mailing address of each Lot;
- (c) electronic means, if the Lot Owner has given the Association an electronic address; or
- (d) any other method reasonably calculated to provide notice to the Lot Owner.

The minimum time for Notice may be reduced or waived for a meeting called to deal with an emergency.

5. Quorum – The presence, either in person or by proxy, of owners representing at least fifty-one (51%) percent or more of the total votes of the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meeting of members.

An Owner shall be considered present if they:

- i. Are present in person or by proxy at the beginning of the meeting;
- ii. Have cast absentee ballots delivered to the secretary in a timely manner; or
- iii. Are present by any combination of subdivisions (i) and (ii) of this section.

6. Adjourned Meetings- If any meeting of unit owners can not be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. At every meeting of the unit owners each of the unit owners shall have the right to cast the number of votes appurtenant to his unit, as established in Exhibit C of the Declaration now or hereafter amended. The votes of the unit owners representing fifty-one (51%) percent of the unit owners present and voting, in person or by proxy, shall decide any question brought before such meeting, unless the

question is one upon which, by express provision of the Act, or the Declaration, or these By-laws, a different vote is required, in which case such express provisions shall govern and control. The vote for any condominium unit which is owned by more than one person may be exercised by any of them present at a meeting unless objection or protest by any other owner of the same condominium unit is noted in writing or in person at such meeting. In the event these co-owners, who are present at the meeting, are unable to agree on the manner in which the vote shall be cast, then such vote shall not be counted for the purposes of deciding the question. In the case of a unit owned by a corporation, the corporation shall, in order to vote, cast a certificate with the Secretary or the Board of Directors designating the person who is authorized to vote. This certificate shall remain valid until revoked or superseded in writing.

8. Proxies – A unit owner may appoint any other unit owner, his tenant, mortgagee, Declarant, Manager, or his attorney as his proxy. Any proxy must be in writing and must be filed with Secretary in form approved by the Board of Directors at or before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by written notice of revocation filed with the Secretary or by the death of the unit owner.

9. Rules of Order and Procedure – The Rules of Order and all other matters of procedure and all annual and special meetings shall be determined by the Chairman of such meeting.

ARTICLE V

Directors

1. Number and Qualification – The affairs of the Association shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons, a majority of whom, after the first annual meeting of the unit owners, shall be unit owners. The number of Directors shall be determined by a vote of the unit owners at the first annual meeting and subsequent meetings, however, that the limitations of this section shall continue to apply and no such change shall operate to curtail or extend the term of any incumbent Director.

2. Powers and Duties – The powers and duties for the Board of Directors shall be those that are necessary for the administration of the affairs of the Association and they may do all the acts and things that are not by law or by these By-laws directed to be exercised and done by the owners themselves. As provided in Section 3-102(a) of the Act , except as otherwise provided in the Act, these powers shall include but are not limited to, the following:

- a. Adopt and amend bylaws and adopt and amend rules.
- b. Adopt and amend budgets for revenues, expenditures, and reserves under section 3-123 of the Act, collect assessments for common expenses from unit owners and invest funds of the Association.

- c. Hire and discharge managing agents and other employees, agents and independent contractors.
- d. Initiate, defend or intervene in litigation, arbitration, mediation or administrative proceedings in its name on behalf of itself or two or more unit owners on matter affecting the common interest community.
- e. Make contract and incur liabilities.
- f. Regulate the use, maintenance, repair, replacement, and modification of common elements.
- g. Make additional improvements to the common elements.
- h. Acquire, hold, encumber, and convey in its name any right, title, or interest to real estate or personal property.
- i. Grant easements, leases, licenses and concessions through or over the common elements.
- j. Impose and receive payments, fees, or charges:
 - i. For the use, rental, or operation of the common elements, other than limited common elements; and
 - ii. For services provided to unit owners.
- k. Impose charges for late payment of assessments and, after notice and hearing, impose reasonable fines for violations of the declaration, bylaws and rules of the Association.
- l. Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by section 4-109 of Title 27A, or statements of unpaid assessments.
- m. Provide indemnification for its officers and executive board and maintain directors and officers liability insurance.
- n. Except to the extent limited by the declaration, assign its right to future income, including the right to receive assessments.
- o. Exercise any other power conferred by the declaration or bylaws, or which is legally provided for similar entities or which is necessary and proper to govern and operate the Association.
- p. Require that disputes between the executive board and unit owners or between two or more unit owners regarding the common interest community must be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.

q. Exercise all other powers that may be exercised in this state by organizations of the same type of as the Association.

r. Suspend any right or privilege of a unit owner that fails to pay an assessment, but may not:

- i. Deny a unit owner or other occupant access to the owner's unit;
- ii. Suspend a unit owner's right to vote;
- iii. Prevent a unit owner from seeking election as a director or officer of the association;
or
- iv. Withhold services provided to a unit or unit owner by the association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

3. Election and Term of Office –At the first annual meeting of the unit owners, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of the office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successors shall be elected to serve a term of three (3) years. These terms may, by resolution duly made and adopted at the first annual meeting of the members or subsequent meetings of the members, resolve to fix the term for one (1) year. Directors thereafter shall hold office until their successors have been elected and hold their first regular meeting.

4. Vacancies – Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the unit owners at the next annual meeting to serve out the unexpired portion of the term.

5. Removal of Directors – At an annual meeting of unit owners, or at any special meeting duly called for such purpose (but only at or after the first annual meeting of unit owners, as hereinabove provided for) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the unit owners present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

6. Organization Meeting – The first meeting of a newly elected Board or Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

7. Regular Meetings – Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Meetings shall be open to the unit owners except during executive sessions. The executive board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held to:

- i. Consult with the association's attorney concerning legal matters;
- ii. Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- iii. Discuss labor or personnel matters;
- iv. Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- v. Prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate privacy of any person.

8. Special Meetings – Special Meetings of the Board of Directors may be called by the President on three (3) days notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

9. Waiver of Notice – Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required any business may be transacted at such meeting.

10. Quorum – At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the

meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

11. Action Without Meeting – Any action taken 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 individually or collectively consent in writing to such action. Such written consent or consents shall be filled with the minutes of the proceedings of the Board of Directors.

ARTICLE VI

Officers

1. Designation – The principal officers of the Council of Unit Owners shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of unit owners, the officers need not be unit owners; thereafter, except for the President, the officers need not be unit owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

2. Election of Officers – The officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

3. Removal of Officers – Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. President – The President shall be chief executive officer of the Association. He or she shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint such committees from among the unit owners from time to time as he or she may, in his or her discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

5. Vice President – The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him or her by the Board of Directors.

6. Secretary – The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the unit owners for the recording of the resolutions of the Association. The Secretary shall give notice of all annual and special meetings of the unit owners in conformity with the requirements of these By-laws. The Secretary shall have charge of the membership transfer books

and such other books and papers as the Board of Directors may direct and he or she shall, in general, perform all of the duties incident to the office of Secretary.

7. Treasurer – The Treasurer shall have responsibility for funds and securities of the Association and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books. He or she shall be responsible for causing 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 Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

1. Liability and Indemnification of Officers and Directors – The Association shall indemnify every officer and Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the condominium (except to the extent that such officers or Directors may also be owners of condominium units) and the Association shall indemnify and forever hold such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to and not exclusive of any other rights to which any officer or Director, or former officer or Director may be entitled.

2. Common or Interested Directors – No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if the conditions specified in the following subparagraphs exist:

- a. the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction by a vote sufficient for the purpose; and
- b. the contract or transaction is commercially reasonable at the time it is authorized, ratified, approved or executed; or

- c. the fact of the common directorate or interest is disclosed or known to the unit owners, or a majority thereof, and the unit owners approve or ratify the contract for transaction in good faith by a vote sufficient for the purpose.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Assessments and Carrying Charges for Common Expenses

1. Annual Assessments and Carrying Charges – Each unit owner shall be responsible to pay to the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as “assessments”) equal to one-twelfth (1/12) of the unit owner’s proportionate share (determined in accordance with the percentage interest in common expenses and common profits of the condominium set forth on Exhibit C attached to the Declaration or as otherwise established in the Declaration) of the sum estimated by the Board of Directors to meet annual expenses of the Association, including, but in no way limited to, the following:

- a. the cost of all operating expenses of the condominium and services furnished; and maintenance of all easements;
- b. the cost of necessary management and administration, including fees paid to any Manager;
- c. the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- d. the cost of fire and extended liability insurance on the project and the cost of such other insurance as the Association may effect;
- e. the cost of furnishing water, electricity, heat, gas, garbage and trash collection and other utilities;
- f. the cost of funding contributions to a general operating reserve and a reserve for replacements, if established;
- g. the estimated cost of repairs, maintenance and replacements of the common elements of the condominium.

The Board of Directors shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Installments of annual assessments

may be levied and collected on a quarterly, semiannual or annual basis rather than on the monthly basis as hereinabove provided for, by vote of the Board of Directors.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period. Written notice of the assessments shall thereupon be sent to the unit owners. The omission of the Board of Directors, before the expiration of any annual assessment period, to fix assessments for that or the next such period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any unit owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period; but the assessment fixed for preceding period shall continue until a new assessment is fixed. No unit owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

2. Special Assessments – In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that any such special assessment shall have the assent of the unit owners representing fifty-one (51%) percent of the total votes of the unit owners. A special meeting of the unit owners shall be duly called for this purpose.

3. Non-Payment of Assessments – Statement of Condominium Lien – Any Assessment levied pursuant to the Declaration or these By-laws, and any installment thereof, which is not paid on the date when due or within thirty (30) days from the date the statement is sent, shall be delinquent and shall entitle the Association to claim the amount of such assessment, together with interest thereon and the actual costs of collection thereof, as a lien on the condominium unit, which lien, in a form satisfactory to the Treasurer, may be filed in the Land Records of the Town of Warren, against which it is assessed.

The lien shall be signed and verified by any officer of the Association, or by any agent, attorney or other person duly authorized by the Board of Directors for such purpose.

Upon recordation, the lien shall encumber the condominium unit in the hands of the unit owner, his heirs, and assigns. The personal obligation of the unit owner to pay the assessment shall, however, remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or these By-laws; or any installment thereof, may be maintained without foreclosing or waiving the lien established to secure payment of such assessment. Upon full payment of the amount for which the lien is claimed the unit owner shall be entitled to a recordable satisfaction of the lien.

Any assessment levied pursuant to the Declaration or these By-laws, and any installment thereof, which is not paid when due may, upon resolution of the Board of Directors, may bring an action at law against the unit owner personally obligated to pay the same or may foreclose the lien against the

condominium unit or units then belonging to said unit owner; in either of which events interest at the rate of twelve (12%) percent per annum, actual costs of collection and reasonable attorneys' fees of not less than twenty (20%) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency following foreclosure may be maintained in the same proceeding.

In the event proceeding to foreclose the lien is brought, the owner of such condominium unit or units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such unit or units and the Association shall be entitled to the appointment of a receiver to collect the same.

The lien established by the recordation shall be subordinate to the liens as enumerated in the Act, except for claims for a proportionate share of such unpaid assessments resulting from a reallocation of such unpaid assessments among all of the condominium units in the condominium. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any assessments thereafter becoming due, or from the lien with respect to any assessments thereafter becoming due.

4. Assessment Certificate – The Association shall, upon demand at any time, furnish to any unit owner (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Association setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any installment of any assessment therein stated to be have been paid.

ARTICLE IX

Use Restrictions

1. Residential Use – Except for such condominium units as may be designated in the Declaration for commercial or other non-residential purposes, if any, and except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, all condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any condominium units which the Declarant owns for promotional or display purposes, as “model apartments”, a sales office or the like, or from leasing any unit or units which the Declarant owns, nor for the rental of the unit by any owner of any unit.

2. Prohibited Uses and Nuisances – Except for the activities of the Declarant and its agents in connection with the construction of the condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium by the Declarant or the Association:

a. No noxious or offensive trade or activity shall be carried on within the condominium or within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other unit owners. No nuisances shall be permitted within the condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the unit owners or which interferes with the peaceful use and possession thereof by the unit owners.

- b. There shall be no obstruction of any of the common areas. Nothing shall be stored upon any of the common areas, excepting those areas designated for storage of personal property by the owners of the condominium units.
- c. Nothing shall be done or maintained in any condominium unit or upon any of the common areas which will increase the rate of insurance on any condominium unit or the common areas, or result in cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon the common areas which would be in violation of any law. No waste shall be committed upon any of the common areas.
- d. No structural alteration, construction, addition or removal of any condominium unit or its common areas shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.
- e. Pets shall not be permitted upon the general common areas of the condominium unless accompanied by an adult. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Association, each of the unit owners and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet with the condominium.
- f. Except for such signs as may be posted by the Declarant for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or the common areas without the prior consent in writing of the Board of Directors.
- g. No junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common areas, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common areas or within or upon any condominium unit.
- h. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any of the common areas without the prior written consent of the Board of Directors.
- i. Nothing shall be stored upon any balcony or patio, nor shall the cooking or preparation of food be permitted upon any balcony or upon any portion of the general common areas of the project, except with the consent of the Board of Directors.

j. No unlawful use shall be made of any condominium unit or any portion of the common areas and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

k. There shall be no violation of any rules of the use of the common areas or Administrative Rule, which may from time to time be adopted by the Board of Directors and promulgated among the unit owners by them in writing, and the Board of Directors is hereby and elsewhere in these By-laws authorized to adopt and promulgate such rules.

ARTICLE X

Fiscal Management

1. Fiscal Year – The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year which shall begin at the date of recordation of the Declaration.

2. Book and Accounts – Books and accounts of the Association shall be kept under the direction of the Treasurer with the Board of Directors being responsible to assure the same, in accordance with generally accepted accounting practices, consistently applied and in such manner as is dictated by the Act.

3. Auditing – At the close of each fiscal year, the books and records shall be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied.

4. Inspection of Books – The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records shall be available for examination by the unit owners and their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

5. Execution of Corporation Documents and Payment Vouchers – with the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XI

Physical Management

1. Management and Common Expenses – The Association acting by and through its Board of Directors, shall manage, operate and maintain the condominium and, for the benefit of the condominium units and unit owners, shall enforce the provisions hereof and shall pay out of the common fund herein elsewhere provided for the cost of managing, operating and maintaining the condominium.

2. Association as Attorney-in-Fact – The Association is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the condominium, and for each of them, to

manage, control and deal with the interests of such unit owners in the common areas of the condominium. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Association as attorney-in-fact.

3. Management Agent – The Association may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent.

4. Duty to Maintain – Except for maintenance requirements herein imposed upon the Association, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including without limitation, any balcony, terrace, fenced area, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration as a limited common area reserved for exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit which are designated, designated or installed to serve only that unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, heating equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common areas which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

5. Management Contract –The Association may enter into a management contract with a management company as is deemed appropriate by the Board of Directors.

6. The Association through its Board of Directors is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, waterlines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and other such purposes related to the provision of public or quasi-public utilities, to the condominium as may be considered appropriate by the Directors.

ARTICLE XII

Amendment

1. Amendments – These By-laws may be amended by the affirmative vote of unit owners representing fifty-one (51%) of the total votes of the Association, at any special or annual meeting of the unit owners duly called for such purpose, in accordance with the provisions and requirements of these By-laws. Any amendment to these By-laws shall be effective only upon the recordation of such

amendments together with a certificate in writing of the President or Secretary stating that the amendment was properly approved as aforesaid.

2. Proposal of Amendments – Amendments to these By-laws may be proposed by the Board of Directors or by petition signed by unit owners representing at least twenty-five (25%) percent of the total votes, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the unit owners at which such proposed amendment is to be considered and voted upon.

ARTICLE XIII

Compliance – Interpretation – Miscellaneous

1. Compliance – These By-laws are set forth in compliance with the requirements of Title 27A applicable to pre-existing communities as set out in 27A V.S.A § 1-204..

2. Conflict – These By-laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 27A, Vermont Statutes Annotated that are applicable to pre-existing communities. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and the statute, applicable provisions of the statute shall control.

3. Severability – In the event any provision or provisions of these By-laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void, or unenforceable any other provisions hereof which can be given effect.

4. Waiver – No restriction, condition, obligation or provision of these By-laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions – The captions contained in these By-laws are for convenience only and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-laws.

6. Gender – Whenever in these By-laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned has executed or caused these Amended Bylaws to be executed as of the ____ day of _____, 2022.

MOUNTAINSIDE CONDOMINIUM ASSOCIATION

By: _____
Its Duly Authorized Agent

STATE OF VERMONT

_____ COUNTY, SS.

At _____, Vermont, this ____ day of _____, 2022. Personally appeared _____, duly authorized agent for Mountainside Condominium Association to be known, and they acknowledged this instrument by them signed and sealed, to be their free act and deed and the free act and deed of Mountainside Condominium Association.

Before me, _____
Notary Public
Comm No. _____
Comm Exp. _____