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FLY-IN CHALETS A
DECLARATION OF CONDOMINIUM

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FLY-IN CHALETS, INC. (hereinafter referred to as "Declarant" a Vermont Corporation registered to do business in Waitsfield, Vermont, is the owner in fee simple absolute of the land described in and shown on Exhibit "A" to this Declaration; and

Declarant intends to erect on the property a building and to make other improvements pursuant to the plans and specifications described in and shown by Exhibits A, B, and C of this Declaration, to be known as "FLY-IN CHALETS A", which building and improvements are considered a part of the property except where inconsistent with the provisions hereof; and

Declarant intends to make all of the property subject to the Vermont Condominium Ownership Act (Title 12, V.S.A., Ch. 15) hereinafter referred to as the "Act", by recording this Declaration;

NOW, THEREFORE, Declarant declares as follows:

1. Definitions. The terms used herein shall, if and to the extent that they are defined in the Act, have the same meaning therein stated. The term "Association", as hereinafter used in provisions creating rights in, conferring authority upon, or delegating duties to the Association, except as otherwise required by the context thereof, shall mean the Board of Directors, Officers, and/or Managers of the Fly-In Chalets A Association, the association of owners of the building to be located on said real property and referred to and provided for in the Bylaws annexed hereto as Exhibit D.

As used herein, "unit" and "owner" means "apartment" and "apartment owner" as those terms are defined in the Act. Declarant shall, for all purposes, be deemed to be an owner as to any unit in Fly-In Chalets A which it has completed but not yet conveyed and shall be entitled to the aggregate percentage of undivided interest attributable to all such un conveyed units as determined pursuant to Section 8 of this Declaration.

2. Description of the land. The land upon which said buildings are or shall be located is located in the Town of Waitsfield, Vermont, and is more fully described on Survey Map entitled "Fly-In Chalets, Waitsfield, Vermont, June 1978, scale 1 inch = 40 feet" (K&L No. 1216-40F) and filed as of record in the Waitsfield Land Records at Map Book 3, Pages 19-20, and on the Site Plan and Description annexed hereto and hereby made an integral part of this Declaration as Exhibit A.

3. Description of the Building and Units. The building and units are more fully described in the Floor Plans and Specifications annexed hereto, and hereby made an integral part of this Declaration as Exhibits B and C.

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4. Dimension of Units. Each unit consists of the interior surfaces of its (a) perimeter and bearing walls, (b) floor, (c) ceiling, (d) trim, (e) door and door frames, (f) window frames and its windows and (g) the air space so encompassed. An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective unit, nor shall such owner be deemed to own the utilities running through his unit which are utilized for or serve more than one unit except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, doors and windows, and other elements consisting of paint, wallpaper and other finishing materials and the interior non-supporting walls contained within the unit. Further details of said units are contained in Exhibits B and C hereto, to which reference is hereby made.

5. Description of the Common Areas and Facilities.

(a) All areas and facilities contained within or located upon the property other than those included in the boundaries of any unit as above defined are common areas and facilities.

(b) All common areas and facilities covered by or appurtenant to any unit, as so designated on Exhibits B and C, to which reference is hereby made for this specific purpose, are limited common areas and facilities whose use is reserved to the lawful occupants of that designated unit.

6. Easements for Encroachments.

(a) In the event of encroachments of units upon each other, units upon common areas and facilities, or common areas and facilities upon units, easements for such encroachments and for the maintenance thereof shall be deemed to exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any building, by error in any pertinent surveys, maps, plans, or specifications, by settling, rising, or shifting of the earth, or by changes or departures from the original plans and specifications which may occur in the course of reconstruction or repair work after destruction or casualty. The foregoing is not intended to relieve Declarant of its obligation to construct the project in substantial compliance with Exhibits A, B, and C, or to relieve the Association of its obligation to reconstruct the project in substantial compliance with those Exhibits after destruction or casualty.

(b) Encroachments authorized by this Section shall not be regarded as encumbrances upon either the affected units or the common areas and facilities, and shall not be regarded as rendering the title to any affected unit unmarketable.

7. Amendment of Plans and Completion of Improvements.

(a) Declarant reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units so long as Declarant owns the units so altered, provided, however, no such change shall increase the number of units nor alter the boundaries of the common elements and facilities without amendment of this Declaration by approval of the Association, Owners, and Owners of Mortgagees in the manner elsewhere provided herein. If Declarant shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration as hereinafter provided in Sub-Section B. of this Section. If more than one unit is concerned, Declarant shall apportion between the units the shares in the common elements and facilities which are appurtenant to the units concerned.

(b) An Amendment of this Declaration reflecting alteration of unit plans by Declarant as provided for in Sub-Section A of this Section need be signed, witnessed, and acknowledged only by Declarant and need not be approved by the Association, owners, or Lienors or Mortgagees of units or of the Condominium or any other person, whether or not elsewhere required for an amendment, and when so signed, witnessed, and acknowledged, shall be effective upon filing of such Amendment in the Land Records of the Town of Waitsfield, Vermont.

8. Undivided Percentage Interests in Common Areas and Facilities.

(a) The value of the property made subject to the Act hereby, and the value of each of the units which is a part of said property and the percentage of undivided interest in the common elements and facilities appurtenant to each unit are set forth in the Statement Of Value And Ownership Interest annexed hereto and hereby made an integral part of this Declaration as Exhibit C.

(b) The respective percentages referred to above and in Exhibit C hereto shall be of a permanent character and except as specifically provided for in this Declaration and in the Act, may not be changed without the consent of all of the unit owners in an Amended Declaration duly recorded. The undivided percentage interest referred to above and in Exhibit C hereto shall be determinative of all matters which under the Act, this Declaration, and the Bylaws are properly determinable by reference to the respective percentages, including, but not limited to, the following:

- (i) The weight of each owner's vote in voting on Association business;
- (ii) The allocation of common expenses;
- (iii) Each owner's undivided share in the property in the event of dissolution; and
- (iv) Each owner's share in the proceeds of general common elements and facilities in the event of their condemnation.

9. Use of Units and Building; Restrictions on Use.

(a) Each unit shall be used for single family residential purposes only, provided, however, that private practice of a profession such as doctor, lawyer, engineer and rental of all or a portion of a unit for family lodging or residential purposes shall not be considered to be a violation of this covenant. No signs may be placed on any portion of the property without the approval of the Board of Directors of the Association.

(b) There shall be no obstruction of the common areas and facilities nor shall any part of the common areas and facilities be used for storage without the consent of the Board of Directors of the Association, except as provided in the Bylaws or the Administrative Rules and Regulations. Automobile parking spaces shall be used only for automobile parking which does not obstruct such areas or ready access to the building for fire protection apparatus, and shall not be used for parking or storage of anything else without the consent of the Board of Directors. All vehicles shall be restricted to designated roads and parking areas.

(c) Without the consent of the Board of Directors of the Association, nothing shall be done or kept in any unit or any part of the common areas or facilities which would result in the cancellation of any insurance on the project or increase insurance premiums over those which the Association would have to pay but for such conduct or activity. No damage to or waste of the common areas or facilities or nuisance of any of the property shall be committed or allowed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No immoral, improper, offensive or unlawful use shall be committed or allowed by any owner or any invitee of any owner on any of the property.

(d) Each owner shall keep the interior of his unit including interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition and in good state of repair.

(e) No structural alterations within or affecting any unit shall be made without the prior written consent of the Board of Directors of the Association.

(f) The Association and its Board of Directors and Manager have the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units. Repair of damage to the interior or any part of a unit or units resulting from the maintenance, repair, emergency repair, or replacement of any of the common areas and facilities or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners; provided, however, that if such damage is the result of negligence of an owner or his guest, lessees, or invitees, then such owner shall be responsible for all of the repair of such damage, and the repair of the damage for which the owner is solely responsible

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shall be deemed to be an assessment in respect to that owner's unit and owner.

(g) Until Declarant has completed and sold all of the units subject to this Declaration, neither the owners nor the Association, nor its Board of Directors shall interfere with the completion of the contemplated improvements and the sale of the units. Declarant may make such use of the unsold units and common areas and facilities as may facilitate such completion and sale including but not limited to, maintenance of a Sales Office, the showing of the property, and notwithstanding anything herein to the contrary, the displaying of signs.

(h) Each owner of a unit shall be subject to and shall comply with the terms and conditions of all State and Municipal Laws and Regulations affecting the use of the units and the common areas and facilities.

10. Compliance and Default.

(a) Each owner shall be governed by and shall comply with the terms of this Declaration, Bylaws, and Administrative Rules and Regulations adopted pursuant thereto and as the same may be amended from time to time. Specifically, but without limitation, each owner shall be liable for and pay promptly the following:

(i) All assessments made by the Association to meet present and projected common expenses.

(ii) Except as provided for in Section 9(f) above, owner shall be liable for the expense of all damages resulting from the negligence of owner or his guests, lessees or invitees, but only to the extent that such expense is not covered and met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances, or of the common areas and facilities.

(b) Failure of an owner or other parties to comply with any of the terms contained in the Declaration, Bylaws or the Administrative Rules and Regulations adopted pursuant thereto and as the same may be amended from time to time shall entitle the Association or owners to the following relief, in addition to the relief granted under the Act and applicable law:

(i) Any owner and any other party shall, in addition to any other relief available under law, be liable to injunctive relief, to prevent or abate the effects of such violation upon one or more owners, or the Association.

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(ii) In a proceeding arising because of an alleged failure of an owner to comply with the terms of this Declaration, Bylaws, or Administrative Rules and Regulations adopted pursuant thereto, and as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

(iii) The failure of the Association, the Board of Directors, or any owner to enforce any covenant, restriction, or other provision of the Act, this Declaration, the Bylaws, or the Administrative Rules and Regulations adopted pursuant thereto and as the same may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

11. Decision To Reconstruct Or Repair After Destruction Or Damage.

(a) In the event of a partial destruction of the property, which is a destruction which does not render one-half (1/2) or more of the units in the property untenable, the damaged or destroyed portions shall be reconstructed or repaired unless at a meeting of the Members of the Association which shall be called and held prior to the commencement of such reconstruction or repair and within ninety (90) days of the occurrence of the destruction or damage, owners owning, in the aggregate, ninety percent (90%) or more of the aggregate ownership interest, vote to terminate this Declaration. In the event of such a termination, the property will be subject to the proceedings provided for in 27 V.S.A. §1326.

(b) In the event of a total destruction of the property, which is a destruction rendering one-half (1/2) or more of the units untenable, there shall be no reconstruction or repair of the damaged portions unless at a meeting of the Members of the Association which shall be called and held within ninety (90) days after the occurrence of the destruction, owners owning in the aggregate ninety percent (90%) or more of the aggregate ownership interest vote in favor of such reconstruction or repair. Absent such a determination by the Association, the property will be subject to the proceedings provided for in 27 V.S.A. §1326.

(c) As soon after any partial or total destruction as possible and in advance of the meetings required under the two (2) preceding paragraphs, the Board of Directors of the Association shall prepare or cause to be prepared:

- (i) An estimate of damage;
- (ii) An estimate of the cost of repairing the damage or reconstructing the damaged portions in substantial compliance with the original Plans and Specifications;
- (iii) An inventory of Association Funds from all sources, including insurance, available for such reconstruction and repair work; and
- (iv) If such available funds are less than the estimated reconstruction and repair costs, the amount of the special assessments against each unit which would be necessary to enable the Association to meet such costs in full.

This information shall accompany the meeting notice required to be given to each owner under the By-laws.

(d) In the event of a casualty destroying or damaging only common areas and facilities, the Association shall repair or reconstruct the damaged or destroyed facilities as soon as practicable.

12. Reconstruction Or Repair After Casualty; Performance Of Work And Financing.

(a) Any reconstruction or repair work required or decided upon under Sec. 11 of this Declaration, whether to be performed on common areas and facilities or individual units, shall be done only by the Association which may, however, delegate such work to suitable Contractors of its choice. Any such reconstruction or restoration shall be substantially in compliance with Exhibits A and B.

(b) The proceeds of any insurance upon the project which are collected or collectible by the Association shall be available to it for the purpose of defraying the cost of such reconstruction or repair work. If they are insufficient for that purpose, the Association may raise the remainder of the necessary funds by levying one or more special assessments in the same manner in which assessments to meet ordinary common expenses are levied.

13. Insurance.

(a) In order to insure that sufficient reconstruction and/or repair funds will be available to the Association if and when needed after a partial or total destruction, the Board of Directors of the Association shall insure the entire property in such amounts as it shall, in its judgment, determine to provide adequately for replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire insurance and extended coverage, vandalism, and malicious mischief insurance and such other types of insurance as may, in the Board's opinion, serve the purpose above stated. The Board of Directors may comply with the above requirements by the purchase of blanket coverage and may elect such deductible provisions as are, in its opinion, consistent with good business practice and the purpose for which such insurance is bought.

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Policies of casualty insurance hereunder shall name the Association as the Insured and the person to which payment is to be made as trustee for each of the owners in the amount of his ownership interest. They shall also provide that they cannot be cancelled, except upon at least fifteen (15) days' written notice to the Insured Association.

The Association shall collect the proceeds of any casualty insurance secured hereunder. If reconstruction or repair work is required or decided upon pursuant to Sections 11 and 12 herein, such proceeds shall be used to pay for such work. If reconstruction or repair work is not required and not decided upon within ninety (90) days of the occurrence of the partial or total destruction, the proceeds of any such insurance shall be disposed of as a portion of the property.

(b) The Board of Directors of the Association may also purchase broad form comprehensive liability coverage in such amounts and in such forms as prudent condominium management practice may suggest. Coverage may include liabilities for personal injuries or property damage suffered on or in common areas and facilities and liabilities arising from the operation of motor vehicles on behalf of the Association.

(c) The Board of Directors of the Association shall obtain such insurance against additional risks of a similar or dissimilar nature as it shall deem necessary, appropriate, or in harmony with prudent condominium management practice.

(d) Premiums and expenses for all insurance purchased by the Board of Directors of the Association hereunder shall be common expense.

(e) No insurance purchased by the Board of Directors of the Association hereunder shall in any way prejudice the right of each owner to insure his own unit and the property therein for his own benefit, but each policy which he so purchases for his own benefit shall provide that it does not diminish or in any way prejudice the Association's rights and protection under Policies purchased and held by it pursuant to this Section. It shall also provide that the Insurance Carrier waives whatever rights of subrogation it may have or acquire against the Association, the other owners, and the servants, agents, or guests of any of them, by reason of any claims made under the individual owner's policy.

14. Maintenance Work And Assessments.

(a) The maintenance and repair of common areas and facilities shall be the exclusive function and responsibility of the Association subject to Sec. 18 of this Declaration, except as provided in Section 9 (f) of this Declaration.

(b) The costs of such work shall be common expenses to be assessed to and collected from the owners along with all other common expenses in proportion to their respective ownership interests.

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(c) The Board of Directors of the Association may, at its option, assess the owners for common expenses to be incurred in the future. Such assessments shall be based upon and accompanied by a definite common expense budget for a stated future fiscal period adopted by the Board of Directors.

(d) Any and all lawful assessments, whether for the common expenses of operation and maintenance of common areas, reconstruction after destruction, or other Association purposes, shall be the personal obligation of the owner against whom they are levied, in addition to the lien therefor provided by 27 V.S.A. §1323.

(e) The Association shall, upon demand at any time, furnish to any owner liable for said assessment or Mortgagee of any unit, a Certificate in writing signed by any Officer of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. In the event the owner does not pay his assessments when they are due, or defaults in any manner under any provision of the Declaration and By-Laws of the Association, the Directors shall, within five (5) days after said due date, give written notice of said default, together with the amount then due, to any owner's Mortgagee who has previously requested the same in writing. Within thirty (30) days after the delinquency date, said Mortgagee shall have the right to advance the sums then due or otherwise correct the default. Upon payment of said assessment, Mortgagee shall have all of the voting and notice privileges of said owner until such time as the Association receives satisfactory evidence that the Mortgagee has been fully reimbursed for the amounts so advanced.

15. Condemnation.

(a) In the event of service of process in a condemnation action upon the Association, the Board of Directors of the Association shall immediately notify all owners.

(b) Upon the entry of a Decree Of Condemnation or Order of Taking resulting in the taking of a unit, but not before, the owner thereof shall automatically cease to be a Member of the Association and cease to have any interest in common areas or facilities. Such termination of Membership shall be prospective only and shall not affect liabilities or claims which arose prior thereto.

(c) Any Condemnation Award resulting from a condemnation of any part of the property, shall in the first instance, be paid to the Association, to be held and distributed to the persons entitled thereto as hereinafter provided.

(d) A total taking, which shall mean a taking involving the condemnation of not less than eighty percent (80%) of the building exclusive of outbuildings, shall terminate this Declaration. Unless otherwise ordered by the Court, the total condemnation award shall be distributed to the owners and proportioned to their respective ownership

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interests. The portions of the property not taken shall be considered owned in common by the owners and shall be subject to partition pursuant to the Act.

(e) A partial taking, which is a taking involving a condemnation of at least one but less than 80% of the value of the property as determined under Section 8 herein, shall also terminate this Declaration unless, at a Meeting of all remaining owners to be called and held not later than ninety (90) days after the entry of the Order of taking or Decree Of Condemnation the remaining owners adopt an amendment to this Declaration:

- (i) To take account of the elimination of the condemned unit or units and their owners from the Condominium; the necessary reallocation of the burdens and benefits of the unit ownership to be made, so far as practicable, in accordance with the general principles embodied in this Declaration; and
- (ii) To make such other changes as may be necessary for the continued satisfactory operation of the property subject hereto in light of the nature and extent of the particular taking involved.

(f) If this Declaration is not amended within ninety (90) days of the entry of the Decree or Order Of Taking, it shall terminate and unless otherwise ordered by the Court, the total condemnation award shall be distributed to the owners in proportion to their respective ownership interests. The portions of the property not taken shall be considered owned in common by the owners and shall be subject to partition pursuant to the Act.

If it is amended, the Condemnation award or awards shall be paid over to the owners whose units were taken in proportion of the loss suffered by each, provided, however, that any compensation for the taking of common areas and facilities shall be paid over to the owners in proportion to their respective ownership interests therein.

(g) A condemnation of common areas and facilities only shall not terminate this Declaration unless at an Association Meeting to be called and held within ninety (90) days of the entry of the Order or Decree of taking, owners owning in the aggregate, ninety (90%) or more of the aggregate ownership interest vote to do so. In that event, the procedure taken as in the event of a total taking shall be applicable. In the absence of such a termination, the Condemnation award or awards shall be paid over to the owners in proportion to their respective ownership interests.

(h) A taking of an individual unit in any building shall, so far as possible, be treated as a simple sale or conveyance thereof.

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16. Amendment Of Declaration.

(a) Except as otherwise provided herein and in Mandatory Provisions of the Act, this Declaration may only be amended with the approval of owners owning in the aggregate 75% or more of the aggregate ownership interest. Such consent may be evidenced by a vote of approval by each owner at a meeting of the Association or in writing by such owners not present at that meeting.

(b) If upon completion of the project or any component thereof, it is discovered that there are discrepancies between the project or a component as planned (as shown by Exhibits A and B hereto), and the project or project component as executed, amendments to this Declaration for the purpose of conforming the Exhibits hereto to the project as constructed may be made and executed only by Declarant and need not be approved by the Association, owners, or lienors or mortgagees of units or of the project or of any other person, whether or not elsewhere required for an amendment, and when so made and executed shall be effective and binding upon all past and future owners and all other persons upon the filing of such amendment in the Land Records of the Town of Waitsfield, Vermont. This paragraph shall not be construed as relieving the Declarant of the obligation to construct a project in substantial compliance with Exhibits A and B hereto.

(c) Any Amendment that may be required by 27 V.S.A. §1313 shall be adopted first by Declarant without the approval of the owners prior to the first conveyance of any unit.

17. The Association.

The operation of the property shall be by an unincorporated Association, which shall be organized and shall fulfill its function pursuant to the following provisions.

(a) Name: The name of the Association shall be Fly-In Chalets A.

(b) Powers and duties: The Association shall have all of the powers and duties set forth in the Act, except as limited by this Declaration and the By-Laws, and all of the powers and duties reasonably necessary to operate the property as set forth in this Declaration and the By-Laws and as they may be amended from time to time, provided, however, that the power of the Association to purchase a unit shall be limited to purchase at sales and foreclosure of liens, for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the Members and the joinder of all record owners of mortgages upon the Condominium.

(c) Membership.

(i) The members of the Association shall consist of all of the record owners subject hereto.

- (ii) After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Land Records of the Town of Waitsfield, Vermont a Deed or other instrument establishing a record title to a unit in the property and the delivery to the Association of a certified copy of such instruments, the owner designated by such instrument thereby becoming a member of the Association. The Membership of the prior owner shall be thereby terminated, subject, however, to prior claims and obligations.
 - (iii) Each Member of the Association shall be entitled to a vote weighed in accordance with the ownership interest specified in section 8 of this Declaration attributable to the unit owned by such Member.
 - (iv) If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast a vote for the unit shall be designated by a Certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a Corporation, the person entitled to cast a vote for the unit shall be designated by a Certificate Of Appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate or until a change in the ownership of the unit concerned. A Certificate designating the person entitled to cast a vote of a unit may be revoked by any owner thereof.
 - (v) Whenever the Decision of an owner is required upon any matter, whether or not the subject of an Association Meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association Meeting, unless the joinder of record owners is specifically required by this Declaration.
 - (vi) The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a unit.
- (d) Affairs of the Association: The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

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(e) Officers and Directors: Every Officer and every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board Of Directors approve such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive all of the rights to which such Director or Officer may be entitled.

(f) By-Laws: The By-Laws of the Association shall be in the form attached hereto as Exhibit D, until amended as herein provided.

18. Miscellaneous Powers Of The Association.

(a) In addition to the functions and responsibilities hereinbefore given to the Association, the Association and its Board Of Directors on its behalf shall have power to contract for maintenance and services, utility services, quasi-municipal services (such as the use of roads and parking facilities, fire, police protection, etc.) and other services and facilities which it may deem beneficial to the property. The cost of such services and facilities shall constitute common expenses.

(b) The Association, and its Board Of Directors on behalf of the Association shall also have power to engage a Manager or Management Company by means of a suitable Management Contract and to delegate its functions to the same. Such delegation shall not, however, relieve the Association of ultimate responsibility for the performance of said functions. The management fees required to be paid under any Management Contract shall be common expenses. Any Management Contract made by the Association or the Board Of Directors and not in conflict with the Act, this Declaration or the By-Laws shall be binding upon all Owners.

(c) The regulation of any matter by a provision of this Declaration does not preclude the adoption of By-Laws or Administrative Rules And Regulations on the same matter, provided such By-Laws and Regulations are not in conflict herewith or with the Act.

(d) This Declaration is not intended to be an exclusive enumeration of the Association's Administrative and Managerial Powers; the powers conferred upon it hereby are in addition to those which it may have under the Act and any By-Law.

19. Effectiveness Of This Declaration.

(a) This Declaration shall become effective upon the execution thereof, in accordance with 27 V.S.A. §341, by Declarant and the filing thereof in the Land Records of the Town of Waitsfield, Vermont.

(b) This Declaration, the By-Laws, and any Administrative Rules And Regulations adopted thereunder shall supplement and not replace or waive any and all rights and obligations provided for by the Act and by other applicable law which inure to the benefit of and are binding upon any person affected thereby.

20. Restrictive Covenants.

All of the terms, provisions, and conditions of this Declaration and its Exhibits and of the Warranty Deed referred to in Section 2 hereof shall be covenants running with the land for the benefit of the property, Fly-In Chalets, Inc., any owner, and its or his successors and assigns. These covenants shall survive any termination of this Declaration.

21. Service Of Process.

The name and address of the person on whom process may be served in any action described in this Act is as follows:

F. Brian Joslin
Theriault & Joslin
P.O. Box 552
141 Main Street
Montpelier, Vermont, 05602.

This appointment shall be effective until the appointment of a successor or the death or resignation of the Agent. Any successor shall be elected by the Board Of Directors and Notice of such Election, attested to by the President and Secretary of the Association, shall be filed in the Land Records of the Town of Waitsfield. A resignation shall be by notice to the Board Of Directors, with a copy filed in the Land Records of the Town of Waitsfield. If there is no Agent appointed as provided herein, service may be made upon any Officer.

IN WITNESS WHEREOF, Fly-In Chalets, Inc. hereunto causes its name to be subscribed and its seal hereto affixed by its duly authorized Agent.

Dated at Waitsfield

this 30 day of

April, 1979.

FLY-IN CHALETS, INC.

BY F. Brian Joslin
Duly Authorized Agent

Michael H. Dumas
F. Brian Joslin
WITNESSES

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STATE OF Vermont
COUNTY OF Washington SS.) At Waitfield this
30th day of April, 1979, personally appeared
Robert J. Biria Duly Authorized Agent of Fly-In
Chalets, Inc., and he acknowledged this instrument, by him sealed
and subscribed, to be the free act and deed both of himself
and of said Fly-In Chalets, Inc.

Before Me J. Brian Collier
Notary Public

Waitfield Town Clerk's Office
Received for record and duly recorded
May 8, 1979 at 3:45 P.M.

Attest: Ruth Moriarty
Town Clerk

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EXHIBIT A TO DECLARATION OF
CONDOMINIUM OF FLY-IN CHALET'S A,
A CONDOMINIUM

The land to be subject to condominium ownership by this Declaration is all and the same land and premises conveyed to Fly-In Chalets, Inc. by Warranty Deed of Quentin A. Pearson, dated the 30th day of April, 1979, and recorded in Book 33, Pages 350-353 of the Land Records of the Town of Waitsfield and Book , Page of the Land Records of the Town of Fayston and further described as being a part of all the same land and premises conveyed to Quentin A. Pearson by the following two Deeds:

1. Guardian's Deed of F. B. Joslin, Guardian of Chloe J. Estey, dated December 14, 1970 and recorded in Book 24, Page 300 of the Land Records of the Town of Waitsfield (License To Sell dated December 14, 1970 and recorded in Book 24, Page 299 of the Waitsfield Land Records). Guardian's Deed also recorded in Book 25, Pages 315-316 of the Land Records of the Town of Fayston (License To Sell also recorded in Book 25, Page 314 of the Fayston Land Records).
2. Warranty Deed of Vaughn Estey, dated December 14, 1970 and recorded in Book 24, Page 301 of the Land Records of the Town of Waitsfield. Warranty Deed also recorded in Book 25, Page 317 of the Fayston Land Records.

The land and premises herein conveyed are more particularly described as follows:

Beginning at point in the center line of the traveled way of Town Highway 6 (Airport Road) located northwesterly approximately 130 feet along said center line from its intersection with the center line of the traveled way of Vermont Route 100 and bearing S 27 degrees 01' W 23.5 feet \pm from a concrete post marked VT-HD;

thence S 27 degrees 01' W 30 feet \pm along the line of land of the State of Vermont to a concrete post marked FT-HD;

thence S 36 degrees 35' E 29.46 feet along said State Line to a concrete post marked VT-HD;

thence S 27 degrees 43' W 161.94 feet along said State line to a point;

thence S 31 degrees 12' W 206.96 feet along said State line to a concrete post marked VT-HD;

thence S 25 degrees 35' W 32.70 feet along said State line to a point;

thence N 66 degrees 17' W 5.84 feet along the line of land formerly of Richard and Bonnie Barton to an iron pin;

thence N 66 degrees 17' W 105.96 feet along said Barton line to an iron pin bearing S 66 degrees 17' E 101.54 feet from another iron pin;

thence N 0 degrees 04' E 416.63 feet to an iron pin;
thence N 0 degrees 04' E 7 feet + to the thread of a small
brook;

thence generally northwesterly up said thread 945 feet +
to a point in the northwesterly line of a development
access road yet to be constructed;

thence N 56 degrees 30' E 32 feet + along said access
road line to a point bearing N 44 degrees 16' W 50.90
feet from an iron pin in the southeasterly line of said
access road;

thence N 6 degrees 22.62 feet along said access road
line to a point;

thence N 56 degrees 30' E 25.19 feet to said center line
of the traveled way of Town Highway 6;

thence southeasterly along said center line 68 feet +
to a point N 56 degrees 30' E 42.93 feet from an iron
pin and bearing S 56 degrees 30' W 42.93 feet from
another iron pin bearing S 56 degrees 30' W 67.50 feet
from an iron pin at Station 28 + 32.23 of Base Line A
as described herein.

thence southeasterly along said center line 1015 feet +
to the beginning, containing 6.0 acres.

Bearings are referred to a line whose bearing is magnetic
as of 1972. Highway numbers are from Vermont Department
of Highways map of Waitsfield dated 1970, revised 1976.
Distances are accurate plus or minus 0.05 foot and given
to hundredths for mathematical purposes.

Base Line A is a reference line running through the project
along the southwesterly line of the airport taxiway and
the northeasterly line of the several one-acre lots
fronting on the taxiway. The direction of said base
line is N 33 degrees 30' W, the center line of Vermont
Route 100 crossing at approximate Station 16 + 77 and
the southeasterly line of the designed airstrip access
roadway intersecting Town Highway 6 approximately 1015
feet northwesterly from Vermont Route 100 and intersecting
said base line at Station 28 + 32.23.

The herein described land is shown on a survey plat con-
sisting of two sheets entitled, "Fly-In Chalets, Waits-
field, Vermont, June, 1978, Scale - 1 inch = 40 feet"
(K&L No. 1216-40F), reduced size copies of which are
filed in Map Book 3 on Pages 19-20 of the
Waitsfield Land Records.

Included in this condominium is the sewer system and ease-
ment to maintain, repair and replace the absorption field
located in the airport taxiway between Base Line A Stations

24 + 32 and 25 + 22 and the replacement area located between Stations 23 + 22 and 24 + 12 as shown on said plat.

Also included is an undivided interest in the water system including wells, reservoirs, pumps, pipe lines and other necessary equipment with an easement to maintain, repair and replace said system with obligation to share pro-rata in the cost of maintenance and upkeep of the same. Reserved from this condominium is a right of way for a development access road over a part of the land hereby conveyed described as follows:

Beginning at the point described in Phase I where the thread of the small brook intersects the northwesterly line of said development access road;

thence N 56 degrees 30' E 32 feet + to a point;

thence N 6 degrees 07' E 22.62 feet to a point;

thence N 56 degrees 30' E 25.19 feet to a point in the center line of the traveled way of Town Highway 6;

thence southeasterly 86 feet + along said center line to a point;

thence S 56 degrees 30' W 25.19 feet to a point;

thence N 83 degrees 53' W 27.33 feet to an iron pin;

thence S 56 degrees 30' W to said thread of the brook;

thence up said thread to the beginning.

It is agreed that the owners will convey the above described access road and land to the Town of Waitsfield in the event of dedication to public use.

This condominium is subject to utility line easements of record. The lines running from the main lines or transformers owned by the respective utility companies to the building service entrances shall be owned, maintained, repaired and replaced in common by the owners of the condominium apartments.

Also reserved is the right to increase the flow in the brook forming part of the southwesterly boundary of the land by increasing, through development, the rate of runoff from the watershed above.

This condominium is subject to a right of way to the Town of Waitsfield for Town Highway 6 as appears in the land records.

Also reserved is a sign located near the intersection of Vermont Route 100 and Town Highway 6 at approximate Base Line A Station 18 + 70, right 55 feet + with the right

to enter to maintain, repair and replace said sign.

Also reserved is an easement for the installation of all utilities including, without limitation, sewer, water, electric power, telephone, television and gas, together with the perpetual right to enter for the purpose of installation, maintenance and replacement of said utilities, and the right to fill in the land and install culverts and drainage systems and ponds where appropriate, providing such work shall not be charged or in any way be the responsibility of the Phase I owners and provided further that all work shall be done in a good workmanlike manner doing as little damage to the property as is practical and that upon completion of such work that the property shall be restored to its original condition so far as may be practical.

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EXHIBIT B TO DECLARATION OF
CONDOMINIUM OF FLY-IN CHALETs A
A CONDOMINIUM

Fly-In Chalets A, a Condominium, shall consist of twelve (12) units. All twelve (12) units shall be in one building. All units shall be of three types: efficiency, two-bedroom and three-bedroom. All units except the top efficiencies shall have an excavated crawl-space. The crawl-space will not be finished in any manner, but shall be heated and fully insulated to below grade.

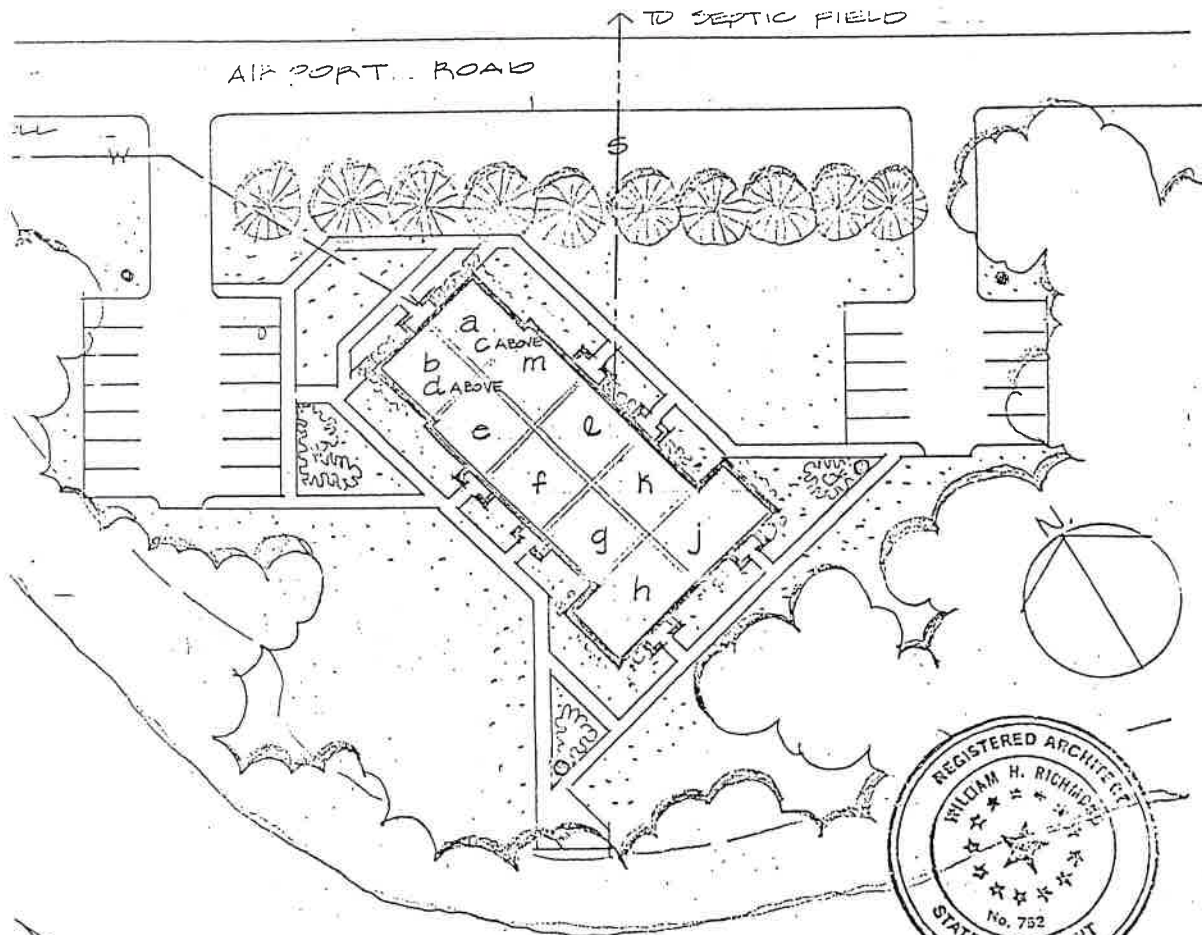
The efficiency unit shall consist of two units at ground level and two (2) units at the second story level. The four efficiency units shall be substantially the same except for the stairs and entry balcony on the upper units. The efficiencies shall consist of a common outside entry with individual storage closets, a combination living, dining and sleeping area, a kitchen and a bath.

The six (6) two-bedroom units shall be substantially the same except for the fact that two of the units have a private entry and two of the units have attic space on the third floor. The two-bedroom units are on two levels except for the two units with attic space on the third floor. The first floor level which is approximately at ground level, shall consist of an outside common entry with individual storage closets, an entry foyer, living room, dining area, kitchen and half bath. The second floor level shall consist of two bedrooms and a full bath and an extension deck is provided with access from each bedroom.

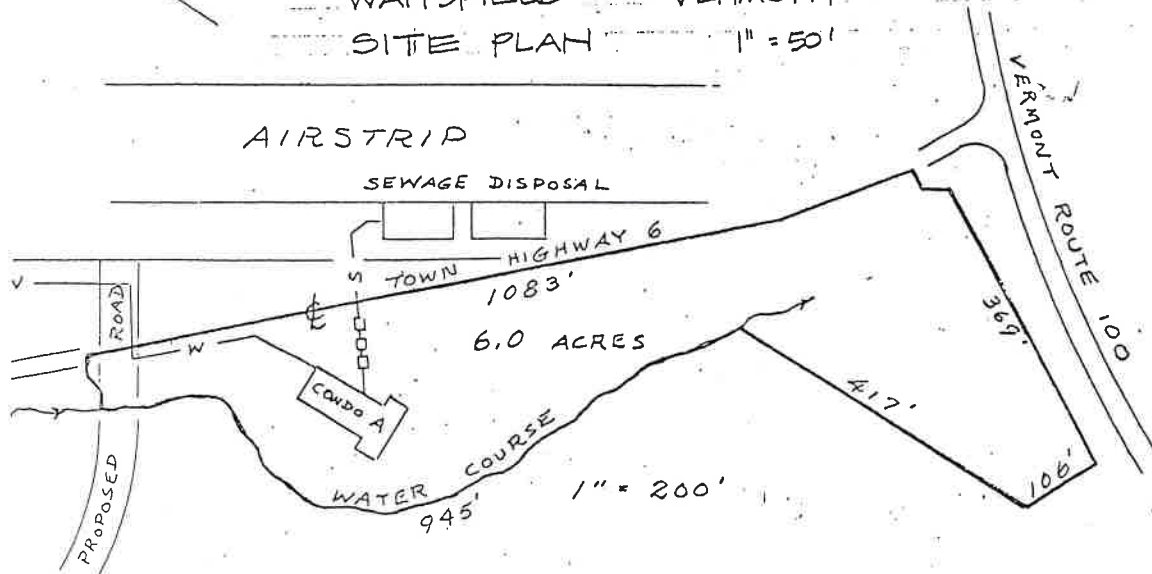
The two 3-bedroom units shall be substantially the same. The 3-bedroom units are on two floor levels. The first floor level which is approximately at grade shall consist of an outside entry with storage closet, an entrance foyer, living room, dining area, kitchen, bedroom and full bath. The second floor level shall consist of two bedrooms and one full bath. An exterior deck is provided with access from one upstairs bedroom. Also, each unit has an expandable attic space on the second floor.

In all twelve (12) units, the finished floor areas shall be carpeted except for the entry foyers which shall be tiled and the kitchens and baths which shall be supplied with sheet vinyl. Construction will be standard frame construction. The floor joists and all other specifications shall be in conformance with The National Building Code. The roof shall be pitched and finished with asphalt shingles. The exterior walls shall be a combination of wood siding and dryvit stucco.

Floor Plans for the Units are attached to this Exhibit and made a part hereof. The numbers for each unit are more specifically shown and numbered on Exhibit A-1 Site Plan.



FLY-IN CHALETs
WAITSFIELD VERMONT
SITE PLAN 1" = 50'

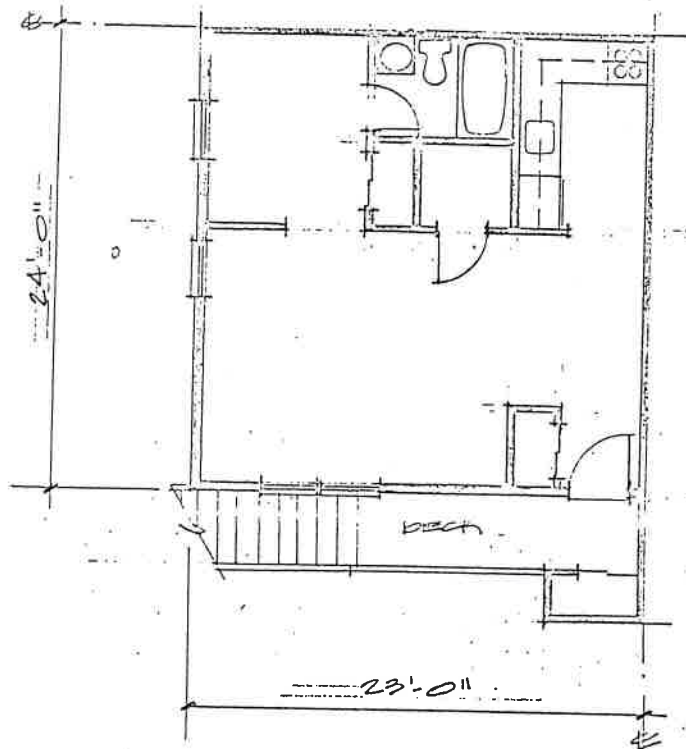


In accordance with Title 27 V.S.A. §1313, I hereby certify that this Plan fully and accurately depicts the location and Apartment Numbers of the Fly-In Chalets A Condominium as built and further, that the name of the building is Fly-In Chalets A, said Plan being made a part of the Declaration Of Condominium. I further certify that said Plan is an accurate copy of the Plan and building as filed with and approved by the Municipal or other Governmental Sub-division having jurisdiction over the issuance of Permits for the construction of buildings.

Dated: APRIL 24, 1979

William H. Richmond DEEDMENT
 Licensed Architect NEW ENGLAND
 PARTNERSHIP, INC.

STATE OF VERMONT)
 WASHINGTON COUNTY, SS.) At MONTPELIER in said County, on this
24TH day of APRIL, 1979, personally appeared WILLIAM H.
RICHMOND and made oath to the truth of the statement
 contained above.



FLY-IN CHALETS

WAITSFIELD VERMONT

EFFICIENCY (0 BR) UNIT

TYPICAL FLOOR PLAN 1/8" = 1'-0"



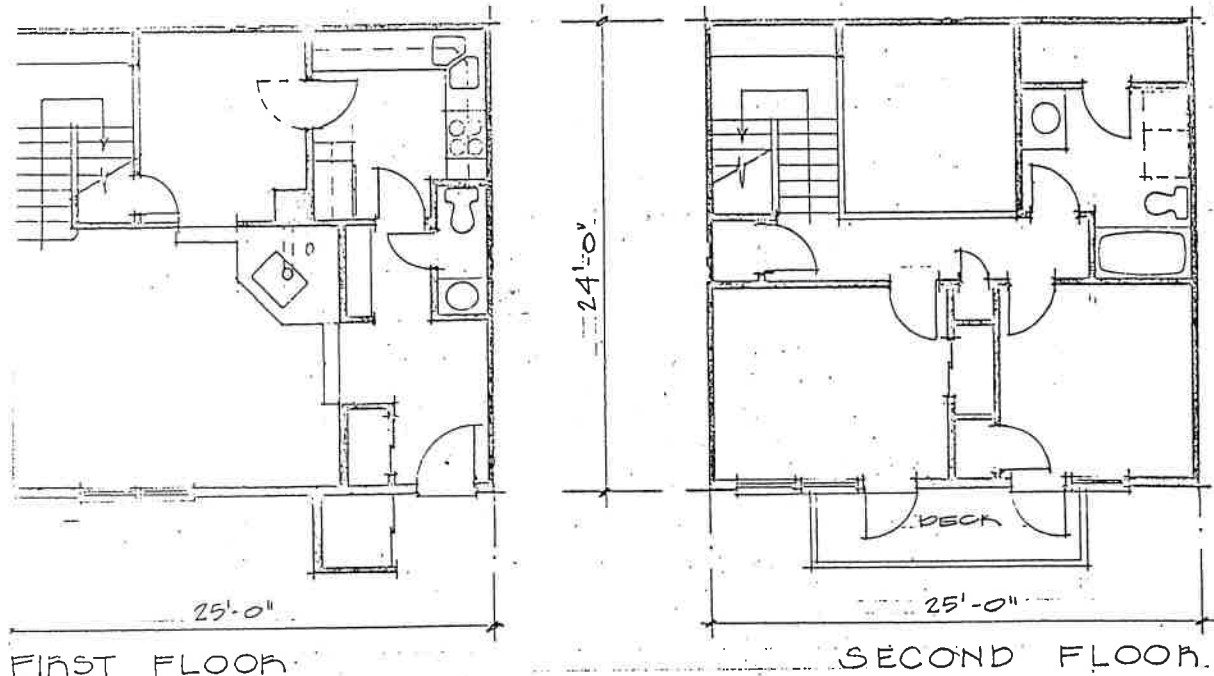
I hereby certify that this Plan fully and accurately depicts the lay-out and dimensions of units as built of Fly-In Chalets A, a Condominium, as built, said Plan being made a part of the Declaration Of Condominium. I further certify that said Plan is an accurate copy of the Plans and the building, their lay-out and dimensions as filed with and approved by the Municipal or other Governmental Sub-division having jurisdiction over the issuance of Permits for the construction of buildings.

Dated April 24, 1979

William H. Richmond PRESIDENT for
Licensed Architect NEW ENGLAND
PARTNERSHIP, INC.

STATE OF VERMONT)
WASHINGTON COUNTY, SS.) At MONTEPELIER, in said County,
on this 24th day of APRIL, 1979, personally appeared
WILLIAM H. RICHMOND and made oath to the truth of the
statement contained above.

Before Me, Frederic C. Quinn
Notary Public



FLY-IN CHALETS
WAITSFIELD VERMONT

TWO BEDROOM UNIT
TYPICAL FLOOR PLANS 1/8"=1'-0"



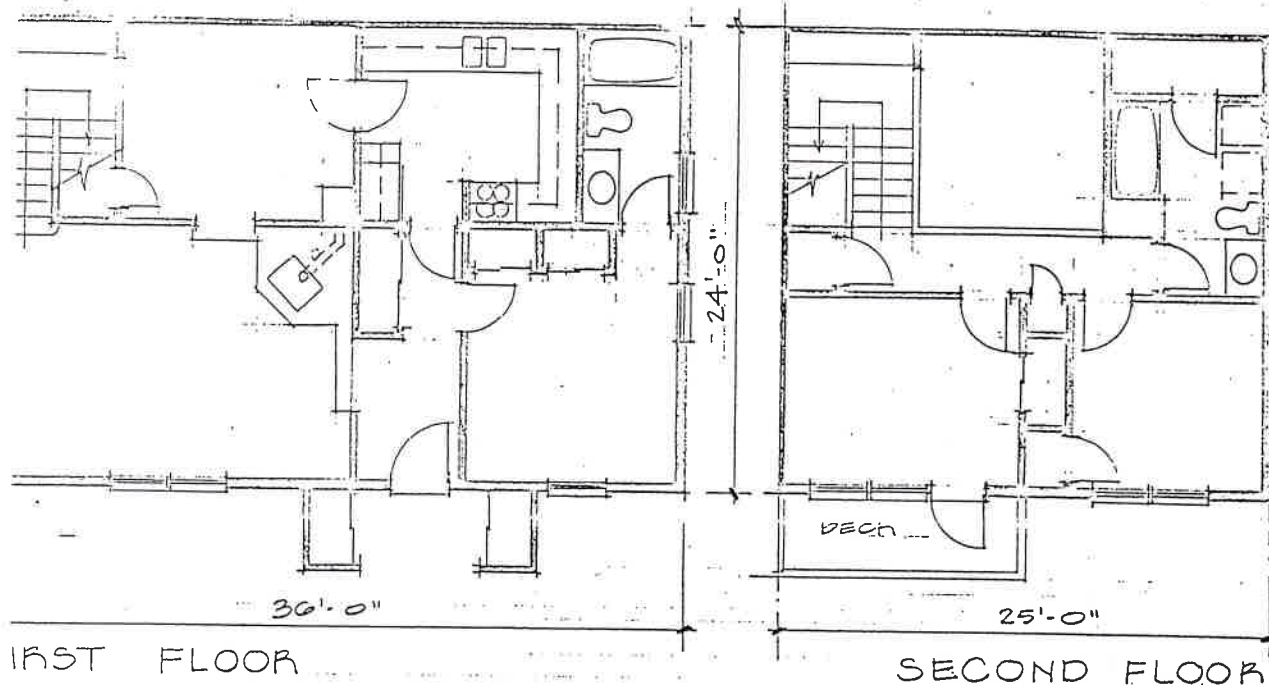
I hereby certify that this Plan fully and accurately depicts the lay-out and dimensions of units a, b, c, d, e, f, g, h, i, j, k, l, m of Fly-In Chalets A, a Condominium, as built, said Plan being made a part of the Declaration Of Condominium. I further certify that said Plan is an accurate copy of the Plans and the building, their lay-out and dimensions as filed with and approved by the Municipal or other Governmental Sub-division having jurisdiction over the issuance of Permits for the construction of buildings.

Dated APRIL 24, 1979

William H. Richmond PRESIDENT &
Licensed Architect, NEW ENGLAND
PARTNERSHIP, INC.

STATE OF VERMONT)
WASHINGTON COUNTY, SS.) AT WAITSFIELD, in said County,
on this 24TH day of APRIL, 1979, personally
appeared WILLIAM H. RICHMOND and made oath to the truth
of the statements contained above.

Before Me, William H. Richmond
Notary Public



FLY-IN CHALETS WAITSFIELD VERMONT

THREE BEDROOM UNIT
TYPICAL FLOOR PLANS 1/8"=1'-0"



I hereby certify that this Plan fully and accurately depicts the lay-out and dimensions of units h i of Fly-In Chalets A, a Condominium, as built, said Plan being made a part of the Declaration Of Condominium. I further certify that said Plan is an accurate copy of the Plans and the building, their lay-out and dimensions as filed with and approved by the Municipal or other Governmental Sub-division having jurisdiction over the issuance of Permits for the construction of buildings.

Dated APRIL 24, 1979

William H. Richmond - PRESIDENT for
Licensed Architect NEW ENGLAND PARTNERSHIP, INC.

STATE OF VERMONT)
WASHINGTON COUNTY, SS.) At MONTEPELIER, in said County,
on this 24th day of APRIL, 1979, personally appeared
WILLIAM H. RICHMOND and made oath to the truth of
the statement contained above.

Before Me, William H. Richmond
Notary Public

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EXHIBIT C TO DECLARATION OF
CONDOMINIUM OF FLY-IN CHALET A
A CONDOMINIUM

Fly-In Chalets A shall consist of twelve (12) units in one building. Each unit shall have a small letter assigned to it. The percentages assigned to each unit as set forth in this Exhibit C shall be of a permanent character not altered except as provided in the Act. The value of the property made subject to the Act is \$648,800.00 and the value of each unit and percentage of undivided interest in the common areas and facilities appurtenant to each unit are shown below.

<u>Unit</u>	<u>Value</u>	<u>Percentage</u>
a	\$34,900.00	5%
b	\$34,900.00	5%
c	\$36,900.00	6%
d	\$36,900.00	6%
e	\$59,900.00	9%
f	\$62,900.00	10%
g	\$59,900.00	9%
h	\$69,900.00	11%
j	\$69,900.00	11%
k	\$59,900.00	9%
l	\$62,900.00	10%
m	\$59,900.00	9%
	<u>\$648,800.00</u>	<u>100%</u>

Waitsfield Town Clerk's Office
Received for record and duly recorded
May 8, 1979 at 3:45 P.M.

Attest:

Ruth Noviaty

Town Clerk

FLY-IN CHALETS A ASSOCIATION
BY-LAWS

1. Association of Fly-In Chalets A Owners; By-Laws.

These are the By-Laws of the Fly-In Chalets A Association, an unincorporated Association of the Condominium Unit Owners within Fly-In Chalets A located in Waitsfield, Vermont, existing under and governed by V.S.A. T. 27, Ch. 15 (hereinafter the "Act").

These By-Laws supplement the Declaration Of Condominium of said Association filed at Book 33 Pages 372-38 of the Land Records of the Town of Waitsfield, Vermont, to which reference is hereby made, and the pertinent provisions of the Act. The terms herein which are also used or defined in said Act and said Declaration are intended to have the same meaning. All present and future owners or tenants, invitees, employees, and agents, and any other person using any of the property in any manner are and their use and enjoyment thereof is subject to compliance with these By-Laws and the Regulations adopted hereunder as from time to time amended. The mere acquisition or rental or use upon invitation of any unit shall be deemed to constitute acceptance of and an agreement with these By-Laws and the Regulations adopted hereunder as from time to time amended.

2. Association Of Fly-In Chalets A Owners; meetings.

(a) After the conveyance of a unit in Fly-In Chalets A, there shall be an annual meeting of owners which shall be held at the office of Fly-In Chalets A during the month of July each year at such time and on such day as the Directors shall determine. The Secretary shall give each owner at least fifteen (15) days' written notice of the exact time and place of the meeting. The notice shall also contain a general outline of the meeting agenda insofar as known to the Secretary.

(b) Special Meetings of owners shall be held whenever called by the President, a majority of the Board Of Directors or the Secretary acting at the request of the owners of at least thirty-three and one-third (33-1/3%) percent of the ownership interest under the Declaration. The notice requirement applicable to regular meetings shall also apply to special meetings. Special Meetings shall be held at the office of Fly-In Chalets A unless the Board Of Directors designates another place.

(c) The owners of more than fifty percent (50%) of the aggregate owners interest shall constitute a quorum for the transaction of business at any general or special meeting of owners. However, a majority of those present at any regular or special meeting, though less than a quorum, shall have the power to adjourn the meeting to a future date.

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(d) Vacancies on the Board Of Directors may be filled by the remaining Directors.

(e) 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. Notice of such meetings shall be given to each Director, personally or by mail, telephone, or telegraph at least one week prior to the day for which the meeting is scheduled unless such notice is waived. Attendance at any meeting shall constitute a waiver of notice thereof.

(f) In order to enable the Board Of Directors to act efficiently, conveniently, and as frequently as the best interests of the Association may dictate, they are hereby empowered to act by mail. A vote by mail shall be taken by sending to each Director a ballot containing the exact text of the proposed Resolution or Resolutions. No ballot shall be valid unless it is signed by the Director casting it. Marked and signed ballots shall be returned to the Secretary of the Association, who shall ascertain the outcome of the vote and record it like all other Directors' votes. He shall also notify all Directors of such outcome. Requests for a Directors' vote by mail, each of which must be accompanied by the ballot or ballots to be used therefor, may only be circulated by:

- (i) Any Director,
- (ii) The Condominium Manager, if there is one, or
- (iii) The Secretary of the Association, acting at the request of the Owners of at least 33-1/3% of aggregate ownership interest.

(g) A quorum for the transaction of business at any meeting shall consist of a majority of the Board Of Directors. A quorum for the transaction of business by mail shall consist of the entire Board Of Directors. If no quorum is present at any meeting, a majority of those present, though less than a quorum, shall have power to adjourn the meeting to a future date.

(h) The compensation of Directors, if any, shall be determined by the owners at their annual meetings.

(i) The Board Of Directors shall have and exercise all of the powers and perform all of the duties given to the Association by the Act, the Declaration and the By-Laws. Its powers shall include, but not be limited to, the following:

- (i) To make, levy, and collect assessments against owners and their units to defray the costs of the Condominium;
- (ii) To use the proceeds of assessments in the exercise of the Association's powers in the performance of its duties;
- (iii) To maintain, repair, replace and operate the Condominium property and particularly, all common areas and facilities;

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- (iv) To construct and/or repair the project after total or partial destruction;
 - (v) To make, amend, promulgate, and enforce such Administrative Rules and Regulations respecting the use and maintenance of units and the use of the common areas and facilities, in order to prevent unreasonable interference with the use of respective units and of the common areas and facilities by the several owners;
 - (vi) To enforce compliance by the several owners with all applicable provisions of the Declaration, covenants, By-Laws and Regulations, pursuant to the Act;
 - (vii) To engage the services of a professional manager, managing agent, or managing company by means of a suitable management contract; to delegate by provision in such Contract the performance of any or all of its functions to such Manager, managing agent, or management company to the extent not prohibited by the Act or the Declaration; and to charge the fee required to be paid under any Management Contract to common expenses;
 - (viii) To pay the costs of all power, water, sewer, and other utility services rendered to the Condominium and not billed to the individual owners, to pay the costs of all quasi municipal services (such as provision of roads, parking lots, fire, and police protection) and other services rendered to and facilities provided to the Condominium and not billed to the individual owners, and to charge the same as common expenses; and
 - (ix) To employ personnel for reasonable compensation to perform the services (including clerical, accounting, and legal) required for the proper management of the Association and the Condominium Project.

4. Officers.

(a) The Association shall have a President, who shall be elected by the Board Of Directors and hold his office at its pleasure. Only persons who are owners and members of the Board Of Directors at the time of their election may become President. The President shall be Chairman of the Board Of Directors and, as such, shall preside over all general and special meetings of the Board Of Directors and of the Association. In addition, he shall perform such other functions as the Board Of Directors may, from time to time, assign to him.

(b) The Association shall have a Secretary, who shall be elected by the Board Of Directors and hold office at its pleasure. He shall keep the Minutes of all General and Special Meetings of the Directors and owners, ascertain, certify, record, and publicize the outcome of all votes taken by the Directors by mail, maintain, and keep current a Register of all owners giving their addresses, telephone numbers, and other information concerning where and how they can be reached, and a Register of all persons holding Mortgages or other liens upon any part of the Condominium Project. However, if a Management Contract is entered into, the terms thereof may provide that the Secretary's functions shall be performed by the Manager, in which event the Board Of Directors shall not be required to elect a Secretary.

(c) The Association shall have a Treasurer, who shall be elected by the Board Of Directors and hold office at its pleasure. The Treasurer shall keep the financial records and books of account and shall make an Annual Report to owners containing at least:

- (i) The Association's Balance Sheet as of the end of the fiscal year covered by the Report, and
- (ii) The Association's Income Statement for the same period.

He shall also be responsible for the keeping of the assessment roll required in the fiscal management of the Association. However, if a Management Contract is entered into, the terms thereof may provide that the Treasurer's function shall be performed by the Manager, in which event the Board Of Directors shall not be required to elect a Treasurer.

(d) The Board Of Directors may hire and retain such additional employees and independent contractors as the business of the Association may require. The compensation of all officers and employees shall be fixed by the Board Of Directors.

5. Fiscal Management.

(a) The Treasurer, or Manager of Fly-In Chalets A, if any, shall maintain an assessment roll which shall include a separate account for each unit in the Project. Such account shall designate the name and address of the owner or owners, the account of each assessment against such owners and the unit, the due dates of all assessments, the amounts paid by the owner, and all unpaid assessments. It shall be the responsibility of the Directors to see to it that as soon as practicable, an orderly budgeting procedure is established. Once this is done, all assessments against owners shall be placed upon a budget. Overdue assessments shall bear interest at the maximum rate permitted by law. If the collection of any assessment requires legal proceedings, the cost thereof, including reasonable attorney's fees, shall be added thereto and collectible in the same fashion as the said assessment.

(b) As soon as practicable, the Board Of Directors shall, by resolution, fix a suitable fiscal year, which shall be the Association's budgeting and accounting.

(c) The assessments against owners shall be prepared, levied, and collected by the Board Of Directors at its direction, at such times and in such manner as to assure that sufficient funds will be available for budgeted expenditures and operations when needed.

(d) Any lien securing an Association assessment may be foreclosed by suit by the Manager or Board Of Directors, acting on behalf of the owners, in like manner as a mortgage on real property. In any foreclosure, the owner shall be required to pay a reasonable rental for the unit, and the Plaintiff shall be entitled to the appointment of a Receiver to collect it. The Manager or Board Of Directors, acting on behalf of the owners, may bid in the unit at foreclosure sale, and acquire and hold, lease, and mortgage, and convey the same. Suit to recover a money Judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(e) If a Management Contract is entered into, the Board Of Directors may, by its terms, delegate the functions of preparing the Association's Budget and collecting the assessments based thereon to the Manager. The Manager shall submit any budget prepared by it to the Directors at least thirty (30) days before the date on which it is scheduled to go into effect. Unless revised or modified by Board action within said period, it shall be deemed adopted by the Board Of Directors and go into effect as and when scheduled.

(f) Fidelity Bonds may be required by the Board Of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least equal to the amount of the total annual assessments against members for common assessments. The premiums on such bonds shall be common expenses.

6. Certain Operational Powers And Duties Of The Association

(a) The Association shall have an affirmative duty to keep all common areas and facilities (limited, as well as general), in a good, clean, attractive, sanitary, and safe condition, order and repair. It shall make suitable provision for garbage and trash disposal. It shall operate, maintain, and keep in a good, safe, and attractive condition the associated facilities. It shall also be responsible for maintaining all landscaping, vegetation, and park or garden areas included in the common areas or facilities in a clean, attractive, and aesthetically pleasing condition. The foregoing is a statement of minimum responsibilities and shall not be considered exhaustive.

(b) The Association shall have power to lease and purchase such real and personal property as the Board Of Directors may consider necessary or useful for the performance of its functions. The cost of such real and personal property shall be a common expense. The control and management of such real and personal property shall be a common expense. The control and management of such real and personal property shall be in the Association, but the beneficial interest in it shall belong to the owners in proportion to their respective ownership interests. During the life of such personal property, each owner's fractional beneficial interest therein shall be deemed pertinent to and pass with his unit.

7. Amendment Of By-Laws.

These By-Laws may be amended at any general or special meeting of the Association by a vote of owners owning, in the aggregate, seventy-five percent (75%) or more of the ownership interest. No modification of or amendment to these By-Laws shall be valid unless set forth in an amendment to these By-Laws and such amendment is duly filed in the office of the Association and in the Land Records of the Town of Waitsfield.

WAITSFIELD TOWN CLERKS Office
Received for record and duly recorded
May 8, 1979 at 3:45 P.M.
Attest:

Ruth Moriarty
Town Clerk

ADMINISTRATIVE RULES AND REGULATIONS
OF FLY-IN CHALET'S A ASSOCIATION

These Administrative Rules And Regulations are promulgated under the authority of the Declaration Of Condominium of Fly-In Chalets A and the By-Laws of Fly-In Chalets A Association and the Vermont Condominium Ownership Act (V.S.A. T. 27 Ch. 15).

1. Modification of any kind to the exterior of any building or the appearance thereof, including but not limited to, awnings, sun shades, patio covers, patio enclosures, fences, external radio or television antennas, air conditioning devices, fans, window guards, flags, or bunting may not be made without approval of the Board Of Directors.
2. Outside clothesline or other clothes-drying or airing facilities are not permitted. No clothes or other materials can be hung or shaken from windows, placed on windowsills or on an outside clothesline, draped from a balcony, railing or fence, or otherwise left or placed in such a way as to be exposed to public view.
3. No owner may use or permit his unit to be used for commercial or dormitory use, or for any use which is not compatible with single family living. No immoral, improper, offensive, or unlawful use shall be made of any unit or common area and all valid laws and regulations of all Governmental Bodies having jurisdiction thereof shall be observed. No nuisance or use or practice shall be allowed, or anything done or placed on any private or common area which may be deemed a source of unreasonable annoyance, embarrassment, or disturbance to other occupants or which interferes with the peaceful possession or proper use of other units by their owners or their lessees. This Rule does not preclude Corporate Ownership nor the use of the premises by the owner for the private practice of a profession such as Doctor, Engineer, Artist, Architect or Accountant.
4. The procedure for handling complaints is as follows: An owner should first deal directly with the cause of the complaint and attempt an amicable solution. A complaint may be made to the Fly-In Chalets A Manager, either verbally or in writing. If the owner does not receive satisfaction from the Manager, or if no Manager has been retained by the Board Of Directors, he should put his complaint in writing and forward it to the Board Of Directors for discussion at the next scheduled meeting of the Board Of Directors. If the Board Of Directors feels that the complaint is justified, it will take whatever action it deems necessary. The Complainant will be notified in writing by the Board Of Directors and/or the Manager of the action taken.
5. Any consent or approval given under these Rules by the Board Of Directors or the Manager, shall be revocable at any time.

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6. Tools, sporting goods, cooking equipment, bicycles, or other personal articles and equipment must be kept within the unit or in the storage area.

7. All landscaping, maintenance, and improvement of common areas shall be done by or at the request of the Board Of Directors. Unit owners will be permitted to plant flowers in the immediate vicinity of their units provided that approval of management is first obtained and the type of planting will not detract from the appearance of the area and will blend in with the overall landscaping of the Condominium.

8. Owners may not post signs on their property for any purpose, including signs advertising the sale or rent of property.

9. Common areas immediately adjacent to neighboring units shall not be used for camping, picnicing, organized sports, and activities or for any activity which may be deemed objectionable to neighboring owners or their lessees, or which will otherwise interfere with the use by others of the common areas. Areas of the property will, where feasible, be designated and approved for such uses. There shall be no use of common areas which will injure or scar the common areas or the vegetation thereon or increase the cost of maintenance therefor.

10. Firewood will be stored and piled in accordance with the instructions of the Board Of Directors or the Manager.

11. The unit owners will keep clean and free from unsightly objects the balcony and patio areas of his unit, if any.

12. All vehicles shall be restricted to designated roads and parking areas and shall be driven in a safe and reasonable manner. No vehicle shall be left standing in such a manner as to prevent ready access to the units or so as to impede the access of fire fighting equipment. Skidoos, motorcycles or motor scooters, bicycles, and the like are restricted to roads or special trails and may not be used on pedestrian paths or walkways. The Board Of Directors reserves the right to discontinue and re-locate such roads and parking areas.

13. All boats, trailers, and campers are forbidden to park within the confines of the Condominium on any road or parking lot. The Board Of Directors may, at its discretion, and at the owner's risk, provide space on the Condominium Property or lease or rent space off the Condominium Property for parking two-wheel trailers, boats and campers.

14. Household pets of owners will be allowed provided that:

- (i) The Board Of Directors is first notified, and
- (ii) The pet does not constitute a nuisance for other owners.

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If pets create noise, are allowed to run loose without supervision in the Condominium area, or in any way create a disturbance or unpleasantness, the Board Of Directors will be authorized to order the owner to remove them. In general, renters will not be allowed to bring pets, except with prior written approval of the Board Of Directors. The owners shall hold all persons harmless against loss or liability for any actions of their pets within the Condominium area.

15. No owner may burn trash or refuse. All trash or refuse shall be stored in containers and kept in a location or locations as may be designated by the Board Of Directors. No external fires will be permitted except in areas that may be designated by the Board Of Directors. No owner shall engage in or permit any conduct or use, or maintain any device in or adjacent to any unit which will increase the risk of fire or the cost of fire insurance.

16. Water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rags, or other articles be thrown into the same. Any damage to common facilities resulting from misuse of water closets or other apparatus shall be repaired at the expense of the person causing the damage.

17. Common areas as may be designated by the Board Of Directors from time to time may be used for such temporary outdoor activities as dining, picnicing, sports and the like, however, such use may not permanently alter or materially injure the landscape or appearance of the common green land.

18. No owner or lessee shall engage any employee of the Association on any private business which would conflict with the performance of his duties for the Association without the consent of the Board Of Directors.

19. Owners are held responsible for the actions of their children, guests, invitees, servants, agents and lessees.

20. No owner may do or cause to be done any construction, repair, or alteration work whatsoever, except inside the boundaries of his unit as defined in this Declaration. No work of any kind is to be done upon exterior building walls or upon interior building walls without first obtaining the approval of the Board Of Directors.

21. The Board Of Directors and its Representatives are authorized to enter any unit at any reasonable time in order to accomplish repairs, inspections etc.

22. Each unit is entitled to one (1) reserved parking space near the unit. All other cars will park in the designated, unreserved parking lots within the Condominium area.

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23. The Manager, if one is appointed by the Board Of Directors, may from time to time promulgate additional reasonable regulations as shall implement the foregoing, which, unless revoked by the Board Of Directors, shall be enforced as Administrative Rules And Regulations adopted pursuant to the Declaration and the By-Laws.

24. All of the Administrative Rules And Regulations adopted pursuant to the Declaration and the By-Laws shall be deemed to complement or implement the provisions of the Declaration and By-Laws, which provision shall in all cases be controlling in the event of any inconsistency.

Waitsfield Town Clerk's Office
Received for record and duly recorded
May 8, 1979 at 3:45 P.M.
Attest:

Ruth Moriarty
Town Clerk

ADMINISTRATIVE RULES AND REGULATIONS OF FLY-IN CHALET'S A ASSOCIATION

These Administrative Rules and Regulations are promulgated under the authority of the Declaration of Condominium of Fly-In Chalets A and the By-Laws of Fly-In Chalets A Association and the Vermont Condominium Ownership Act (V.S.A T. 27 Ch. 15).

1. Modification of any kind to the exterior of any building or the appearance thereof, including but not limited to, awnings, sun shades, patio covers, patio enclosures, fences, external radio or television antennas, air conditioning devices, fans, window guards, flags, or bunting may not be made without approval of the Board of Directors.
2. Outside clothesline or other clothes drying or airing facilities are not permitted. No clothes or other materials can be hung or shaken from windows, placed on windowsills or on an outside clothesline, draped from a balcony, railing or fence, or otherwise left placed in such a way as to be exposed to public view.
3. No owner may use or permit his unit to be used for commercial or dormitory use, or for any use which is not compatible with single family living. No immoral, improper, offensive, or unlawful use shall be made of any unit or common area and all valid laws and regulations of all Governmental Bodies having jurisdiction thereof shall be observed. No nuisance or use or practice shall be allowed, or anything done or placed on any private or common area which may be deemed a source of unreasonable annoyance, embarrassment, or disturbance to other occupants or which interferes with the peaceful possession or proper use of other units by their owners or their lessees. This Rule does not preclude Corporate Ownership or the use of the premises by the owner for the private practice of a profession such as Doctor, Engineer, Artist, Architect or Accountant.
4. The procedure for handling complaints is as follows: An owner should first deal directly with the cause of the complaint and attempt an amicable solution. A complaint may be made to the Fly-In Chalets A Manager, either verbally or in writing. If the owner does not receive satisfaction from the Manager, or if no Manager has been retained by the Board of Directors, he should put his complaint in writing and forward

it to the Board of Directors for discussion at the next scheduled meeting of the Board of Directors. If the Board of Directors feels that the complaint is justified, it will take whatever action it deems necessary. The Complainant will be notified in writing by the Board of Directors and/or the Manager of the action taken.

5. Any consent or approval given under these Rules by the Board of Directors or the Manager, shall be revocable at any time.

6: A reasonable and limited amount of appropriate tools, sporting goods, cooking equipment and bicycles may be stored immediately adjacent to one's unit. A unit's owner should consult the Association President and/or the Association's Management Firm before making any substantial changes in the number and/or type of external storage items. In no case may gas fired grills be used under decks or nearer than 15 feet from the structure.

7. All the landscaping, maintenance, and improvement of common areas shall be done by or at the request of the Board of Directors. Unit owners will be permitted to plant flowers in the immediate vicinity of their units provided that approval of management is first obtained and the type of planting will not detract from the appearance of the area and will blend in with the overall landscaping of the Condominium.

8. Owners may not post signs on their property for any purpose, including signs advertising the sale or rent of property.

9. Common areas immediately adjacent to neighboring units shall not be used for camping, organized sports, and activities or for any activity which may be deemed objectionable to neighboring owners or their lessees, or which will otherwise interfere with the use by others of the common areas. Areas of the property will, where feasible, be designated and approved for such uses. There shall be no use of common areas which will injure or scar the common areas or the vegetation thereon or increase the cost of maintenance therefore.

10. Deleted

11. Unit owners will keep their deck and patio areas clean and free from unsightly objects.

12. All vehicles shall be restricted to designated roads and parking areas and shall be driven in a safe and reasonable manner. No vehicle should be left standing in such a manner as to prevent ready access to the units or so as to impede the access of fire-fighting equipment. Skidoos, motorcycles or motor scooters, bicycles, and the like are restricted to roads or special trails and may not be used on pedestrian paths or walkways. The Board of Directors reserves the right to discontinue and re-locate such roads and parking areas.

13: Boats, trailers, campers, and unregistered and/or inoperable vehicles may not be parked or stored on Condominium property; however, The Board of Directors may, at its discretion, and at the owner's risk, provide space on the Condominium Property or lease or rent space off the Condominium Property for parking two-wheel trailers, boats, and campers.

14. Household pets of owners will be allowed provided that:

(i) The Board of Directors is first notified, and

(ii) The pet does not constitute a nuisance for other owners.

If pets create noise, are allowed to run loose without supervision in the Condominium area, or in any way create a disturbance or unpleasantness, the Board of Directors will be authorized to order the owner to remove them. In general, renters will not be allowed to bring pets, except with the prior written approval of the Board of Directors. The owners shall hold all persons harmless against loss or liability for any actions of their pets within the Condominium area.

15. No owner may burn trash or refuse. All trash or refuse shall be stored in containers and kept in a location or locations as may be designated by the Board of Directors. No external fires will be permitted except in areas that may be designated by the Board of Directors. No owner shall engage in or permit any conduct or use, or maintain any device in or adjacent to any unit which will increase the risk of fire or the cost of fire insurance.

16. Water closets and other water apparatus shall not be used for any other purpose other than those for which they were constructed; nor shall any sweepings, rags, or other articles be

thrown into the same. Any damage to common facilities resulting from misuse of water closets or other apparatus shall be repaired at the expense of the person causing the damage.

17. Deleted

18. No owner or lessee shall engage any employee of the Association on any private business which would conflict with the performance of his duties for the Association without the consent of the Board of Directors.

19. Owners are held responsible for the actions of their children, guests, invitees, servants, agents and lessees.

20. No owner may do or cause to be done any construction, repair, or alteration work whatsoever, except inside the boundaries of his unit as defined in this Declaration. No work of any kind is to be done upon exterior building walls or upon interior building walls without first obtaining the approval of the Board of Directors.

21. The Board of Directors and its Representatives are authorized to enter any unit at any reasonable time in order to accomplish repairs, inspections etc.

22. Each unit is entitled to one (1) reserved parking space near the unit. All other cars will park in the designated unreserved parking lots within the Condominium area.

23. The Manager, if one is appointed by the Board of Directors, may from time to time promulgate additional reasonable regulations as shall implement the foregoing, which, unless revoked by the Board of Directors, shall be enforced as Administrative Rules and Regulations adopted pursuant to the Declaration and By-Laws.

24. All of the Administrative Rules and Regulations adopted pursuant to the Declaration and the By-Laws shall be deemed to complement or implement the provisions of the Declaration and By-Laws, which provision shall in all cases be controlling in the event of any inconsistency.

25. Smoking is prohibited in all units. This prohibition applies to all owners, renters and their guests, employees and contractors. Those

wishing to smoke must do so out of doors and at a distance of at least 50 (fifty) feet from the door of every unit except their own. In the case of owner occupied units, this policy will take effect when either the ownership of a unit changes hands, or *the current resident owner no longer actually resides in the unit*, or the unit is rented. In the case of a rented unit, this policy will take effect when a new tenant moves in.

Smoking outside is permitted as long as one smokes at least 50 (fifty) feet from every condominium unit door except the door of the smoker.

For the purposes of this rule, the term *current resident owner* refers to the owner of record on April 13, 2011.

[Approved by the Condominium Board of Directors on July 6, 2011]