

SCHEDULE D

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Of So. Burlington Land Records
Attest: Margaret A. Picard
Margaret A. Picard, City Clerk

BYLAWS OF
BAY COURT CONDOMINIUM ASSOCIATION

ARTICLE I. OFFICES

Section 1.1 Principal Office. The principal office of Bay Court Condominium Association, ("the Association" herein) shall be located in the City of South Burlington, County of Chittenden, State of Vermont. The Association may have other offices within the State of Vermont as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 1.2 Registered Office. The registered office of the Association may, but need not, be identical with the principal office in the State of Vermont, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. ADMINISTRATION AND CARE

Section 2.1 In General. The Association shall exist for the purpose of repair, administering and caring for the Common Area and Facilities as defined in the Declaration of Condominium for Bay Court Condominium under date of May 21, 1990, to which these By-Laws are attached and other matters of common interest to the owners of Units in said Condominium. Such administration and care shall include the necessary work of maintenance, repair and replacement of the Common areas and Facilities and the making of additions or improvements thereto.

Section 2.2 Access. The Association shall have the irrevocable right, to be exercised by the Board of Directors or its designee, to have 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.

ARTICLE III. MEMBERSHIP

Section 3.1 Qualifications. Every person who owns one of the Units in the Condominium in fee simple, absolute or in any other estate in real property recognized by law ("Unit Owner") shall be a Member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. There shall be 56 units, the owners of which shall be Members, as provided in Section 11.2.

Section 3.2 Membership Votes. Every member shall be entitled to one vote, except that when any unit is owned by more than one person the unit owners collectively shall have only one vote, and shall appoint a delegate to exercise such vote.

ARTICLE IV. MEETINGS

Section 4.1 Annual Meeting. The Annual Meeting of the Membership shall be held on the first day of February in each year, or on such other day within the first three months of the calendar year as shall be fixed by the Board of Directors, for the purpose of electing Directors and transacting such other business as may come before the meeting. Failure to hold the Annual Meeting at the designated time shall not work a forfeiture or dissolution of the Association. If the election of Directors shall not be held on the day designated herein for said Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held at a Special Meeting of the Members as soon thereafter as conveniently may be.

Section 4.2 Special Meetings. Special Meetings of the Members for any purpose or purposes may be called by the President or by the Board of Directors and the same shall be called by the Secretary upon written request of not less than one-quarter of the votes of the Class A membership entitled to vote as such a meeting.

Section 4.3 Place of Meeting. The Board of Directors may designate any place within Chittenden County, State of Vermont as the place for any Annual or Special Meeting of the Members. If no designation is made, or if a Special Meeting be otherwise called, the place of meeting shall be the principal office of the Association.

Section 4.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a Special Meeting, the purpose or purposes for which it is called, shall be delivered to each Member entitled to vote at such meeting, as provided in Article XIV. A Member may waive notice of any meeting as provided in Article XIV.

ARTICLE V. MEMBERSHIP VOTING

Section 5.1 Fixing of Record Date. For the purpose of determining Members entitled to vote any any meeting, the membership book shall be closed as of the opening of said meeting.

Section 5.2 Quorum. A majority of the Members of each class entitled to vote, present in person or by proxy, shall constitute a quorum at any meeting from time to time without further notice. At such adjourned meeting at which a quorum is so present, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members so present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 5.3 Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by written proxy filed with the Secretary of the Association. No proxy shall be valid after 11 months from its

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execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 5.4 Voting. At any Membership Meeting at which a quorum is present, the vote of the majority of Members entitled to vote present in person or by proxy shall be the vote of the Members, unless the vote of a greater number is required.

Section 5.5 Voting by Certain Members. A membership standing in the name of a corporation may be voted by such officer, agent or proxy as the Board of Directors of that corporation may determine. A membership held by an administrator, executor, guardian or conservator may be voted by him without a transfer of such membership into his name. A membership held by a trustee may be voted by him provided there has been a transfer of such membership into his name. A membership held by a receiver may be voted by him without a transfer of such membership into his name if authority so to do is contained in an appropriate order of the Court by which such receiver was appointed.

Section 5.6 Action Without A Meeting. The Members may act without a meeting by instrument signed by all members entitled to vote provided that such instrument is inserted in the minute book. Any action so taken shall have the same effect as though taken at a meeting of the Members.

ARTICLE VI. BOARD OF DIRECTORS.

Section 6.1 General Powers. The business and affairs of the Association shall be managed by a Board of Directors consisting of three persons who need not be Members of The Association.

Section 6.2 Term of Office. At their first Annual Meeting, the Members shall elect one Director for a term of one year, one Director for a term of two years and one Director for a term of three years. At each succeeding Annual Meeting the Members shall elect one Director for a term of three years.

Section 6.3 Resignation. Any Director may resign at any time by written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 6.4 Vacancies. A vacancy in the Board may be filled by majority vote of the remaining Directors, though less than quorum of the Board, for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an Annual Meeting or at a Special Meeting of the Members called for that purpose.

Section 6.5 Compensation. No Director shall be compensated for

Amended to
5 members
2004

services rendered by him pursuant to said office but he may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE VII. MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. A regular meeting of the Directors shall be held without notice immediately after, and at the same place as, the Annual Meeting of Members. The Board may by resolution provide the item and place within Chittenden County, State of Vermont for the holding of additional regular meetings without notice other than such resolution.

Section 7.2 Special Meetings. Special Meetings of the Directors may be called by the President or any two Directors. The person calling a Special Meeting may fix any place within Chittenden County, State of Vermont as the place for holding the same.

Section 7.3 Notice. Written notice of any Special Meeting shall be given to each Director as provided in Article XIV. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except if he attends for the express purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Directors need be specified in the notice of or waiver of notice of such meeting, except as otherwise provided herein.

Section 7.4 Quorum. Four Directors shall constitute a quorum for the transaction of business. If less than such number is present, a majority of those Directors present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum is so present, any business may be transacted which might have been transacted at the meeting as originally noticed. The Directors so present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

Section 7.5 Voting. At any Directors' Meeting at which a quorum is present, the vote of a majority of Directors present at said meeting shall be the vote of the Board, unless the vote of a greater number is required.

Section 7.6 Presumption of Assent. A Director shall be presumed to have assented to the action taken at a meeting unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent with the Secretary of the meeting before its adjournment. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 7.7 Action Without a Meeting. The Directors may act without a meeting by instrument signed by all Directors provided that such instrument is inserted in the minute book. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

* Contradicts
Section 6.1
Amended
at 2004
Annual
Meeting
to 5 members

ARTICLE VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1 Powers. The Board of Directors shall have the power to:

- (a) Adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.
- (b) Establish penalties for the infraction of said administrative rules and regulations.
- (c) Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- (d) Declare the office of any Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board.
- (e) Employ a manager, independent contractor or such other employees as they deem necessary and to prescribe their duties.
- (f) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership or conferred upon it by other provisions of these By-Laws, the Articles of Association, the Declaration of Condominium, and the Condominium Ownership Act.

Section 8.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Keep a complete record of all its acts and corporate affairs.
- (b) Keep detailed, accurate records in chronological order of the receipts of expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses and any other expenses incurred.
- (c) Supervise all officers, agents and employees of the Association to see that their duties are properly performed.
- (d) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (e) Cause the Common Areas and Facilities to be maintained.
- (f) Perform all other duties imposed upon it by other provisions of these By-Laws, the Articles of Association, the Declaration of Condominium and the Condominium Ownership Act.

ARTICLE IX. OFFICERS

Section 9.1 Number. The officers shall consist of a President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 9.2 Election and Term of Office. The officers shall be elected annually by the Board of Directors at each annual Directors' meeting, provided, however, that if such election shall not be held at such meeting it shall be held as soon thereafter as conveniently may be. Each officer shall hold office for one year and until his successor is duly elected and qualified unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 9.3 Resignation. Any officer may resign at any time by written notice to the Board of Directors, President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 9.4 Removal. Any officer may be removed from office by the Board of Directors with or without cause whenever in its judgment the best interests of the Association will be served thereby.

Section 9.5 Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired term of his predecessor in office.

Section 9.6 President. The President, who shall be elected from among the Directors, shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and Directors. In general he shall perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Directors.

Section 9.7 The Vice-President. In the event of the absence or death of the President or his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be prescribed by the Board of Directors.

Section 9.8 The Secretary. The Secretary shall keep the minute book wherein all resolutions and votes of the Members and Directors shall be recorded and have custody of the corporate seal and record book containing the names and places of residence of all Members. The Secretary shall perform such other duties as from time to time may be prescribed by the Board of Directors.

Section 9.9 The Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association and, in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the Board of Directors.

Section 9.10 No Compensation. No officer shall be compensated for services rendered by him pursuant to said office but he may be reimbursed for actual expenses incurred in performing his duties.

ARTICLE X. COMMITTEES

Section 10.1 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, designate and appoint one or more committees each of which shall consist of two or more Directors. Each committee, to the extent provided in such resolution, shall have and exercise all the authority of the Board of Directors property delegable by the Directors pursuant to Title 11 Vermont Statutes Annotated Section 2368. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any Director, of any responsibility imposed upon it or him by law.

ARTICLE XI. COMMON EXPENSES AND ASSESSMENTS

Section 11.1 In General. The Unit Owners shall be liable for Common Expenses of the Association in proportion to their respective portions of the Common Interest as determined in the Declaration of Condominium. The Board of Directors must, to such extent as it deems advisable, set aside Common Funds of the Association and reserve or contingent funds, and must use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions hereof, for maintenance, repair and replacement of the Common Areas and Facilities or for making additions or improvements thereto; the funds so set aside shall not be deemed to be Common Profits available for distribution.

Section 11.2 Declarant Liability. The Declarant shall initially be considered to be the Owner of the condominium units created pursuant to said Declaration of Condominium. Their ownership of the Units for the purpose of determining their liability to contribute towards the Common Expenses and Assessments attributable to said Units shall commence on the first day of the month following the recording of the Declaration of Condominium.

Section 11.3 Unit Owner Liability. All sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any Unit shall constitute a lien on that Unit as provided in Section 1323 of the Condominium Ownership Act. Said lien shall be entitled to such priority and shall be enforced in such fashion as provided by said Act. Each such assessment, together with interest at the legal rate,

costs and reasonable counsel fees, shall be and remain the obligation of the Unit Owner at the time when the assessment fell due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any mortgage holder, grantee or mortgagee or a grantee shall be entitled to a written statement from the manager or Board of Directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the grantor in excess of the amount set forth in said statement.

Section 11.4 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Unit Owners and for the improvements and the maintenance, repair and replacement of the Common Areas and Facilities and related to the use and enjoyment of the Condominium Property including, but not limited to, plowing and removal of ice and snow, maintenance of roads, parking areas and walkways, mowing of grass, maintenance of lawns, flower beds, shrubs and vegetation, maintenance of exterior surfaces of the several Buildings, maintenance of common utility systems, operation of outdoor lighting, payment of insurance premiums thereon, and the costs of labor, equipment, and materials, Common Funds only for Common Expenses and lawful purposes permitted by these By-Laws, the Declaration of Condominium and the Condominium Ownership Act.

Section 11.5 Assessment. At least 30 days prior to the Annual Meeting of the membership, the Board of Directors shall prepare a budget containing the proposed Common Expenses of the Association for the ensuing year together with a reasonable provision for contingencies and reserves and, after taking into account any Common Profits from Prior years, shall propose an assessment to the Members for such fiscal year. Said proposed budget and assessment shall not become final until submitted to the Annual Meeting of the membership which may either adopt the budget and assessment as proposed or revise and adopt the same as revised. The assessment so established shall take effect the first month following its adoption by the Members. If during any fiscal year the Board of Directors determines that the assessment so adopted is less than the Common Expenses actually incurred, or in the reasonable opinion of the Board likely to be incurred, the Board may recommend a supplemental assessment or supplemental assessments to the membership and shall convene a Special Meeting of the Members for the purpose of adopting or rejecting such recommendation. Such supplemental assessments shall take effect and be payable in accordance with the vote of the Members at said Special Meeting. The Board of Directors shall expend Common Funds only for Common Expenses and lawful purposes permitted by these By-Laws, the Declaration of Condominium and the Condominium Ownership Act.

Section 11.6 Special Assessments for Capital Improvements. In addition

to the annual assessments authorized by Section 11.5, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, addition, unexpected repair or replacement of a described capital improvement upon the Common Areas and Facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment is duly adopted by the Members voting at an Annual Meeting or at any Special Meeting called for the purpose. The due date of any special assessment shall be fixed in the resolution authorizing the same.

Section 11.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly or other periodic basis as established by the Board of Directors.

Section 11.8 Date of Commencement of Annual Assessments. The first annual assessment provided by Section 11.5 shall commence as to all Units on the first day of the month following the first conveyance of a Unit by LTH Associates and Larkin Tarrant Hoehl Partnership.

Section 11.9 Effect of Nonpayment. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the Vermont legal rate of interest. The Association may bring suit against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and attorneys' fees of any such action shall be added to the amount of such assessment. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by Waiver of the use or enjoyment of any of the Common areas and Facilities or by abandonment of his Unit.

Section 11.10 Utilities. Water shall be supplied by the City of South Burlington and electricity by Green Mountain Power Corporation. Water and electricity consumed in each Unit shall be individually metered and each Unit Owner shall be required to pay the bills for water and electricity consumed by his Unit. Water and electricity serving the Common Areas and Facilities shall be separately metered and the Board of Directors shall pay as a Common Expense all bills for water and electricity so consumed by the Common Areas and Facilities.

ARTICLE XII. INSURANCE

Section 12.1 In General. The Board of Directors shall obtain and maintain, to the extent available and in such amounts and forms of coverage as it deems appropriate, master policies of insurance of the following kinds, insuring the Association and all of the Unit Owners and their mortgagees as their interests appear:

- (a) Casualty or physical damage insurance insuring the Condominium Property (including all of the Units but not including the furniture, furnishings and other personal property of the Unit Owners therein), in an amount equal to the full replacement value of the Condominium Property without deduction for

depreciation as determined by the Board of Directors in its judgment, against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, vandalism, malicious mischief and such other hazards and risks as the Board from time to time in its discretion shall determine to be appropriate.

- (b) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Board of Directors covering the Association, its agents, officers and employees and all of the Unit Owners, in such limits as it may from time to time determine, based upon a review of such limits conducted at least once a year, for claims for bodily injury or property damage arising out of one occurrence, and with cross liability endorsement to cover liability of any insured to other insureds.
- (c) Workmen's compensation and employer's liability insurance covering any employees of the Association.
- (d) Such other insurance as the Board shall determine to be appropriate.

Section 12.2 Casualty Insurance Requirements. The Casualty Insurance provided by Section 12.1(a) shall be written on the Condominium Property in the name of the Board of Directors as trustee for each of the Unit Owners in the portion of the Common Interest established by the Declaration of Condominium. Duplicate originals of all policies of physical damage insurance and all renewals thereof shall be delivered to all mortgagees. All such policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and waivers of any defense based on the conduct of any insured. Said policies shall provide that the insurer shall not be entitled to contribution as against such casualty insurance as may be purchased by individual Unit Owners as provided in Section 12.5 and that the insurer shall not be entitled to cancel or substantially modify said policies without at least ten days' prior written notice to all of the insureds, including all mortgagees of Units.

Section 12.3 Separate Valuation. All of the Buildings shall be insured for physical damage under one policy except that each separate Building shall have a separate valuation attached to it and be treated as a separate entity for the purposes of repair, reconstruction or rebuilding.

Section 12.4 Insurance Loss Proceeds. Such policies shall provide that all casualty losses shall be adjusted by the Board of Directors and that all net proceeds thereunder shall be paid to the Board of Directors as insurance trustees under these By-Laws. The sole duty of the Board of Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use, and disburse the same for the purposes stated in this Article. If repair or restoration of the damaged portions of the Condominium Property is to be made, all insurance loss proceeds

shall be held in shares for the Association and the Owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged Units, and with any excess of any such share of proceeds above such cost of repair or restoration to be paid to the Association or Unit Owner for whom held upon completion of repair or restoration. If repair or restoration is not to be made, all insurance loss proceeds shall be held for the Association and the Owners of damaged Units in proportion to the comparative amount of their respective and several losses.

Section 12.5 Individual Insurance. The obtaining by the Association of the casualty insurance provided by Section 12.1(a) shall be without prejudice to the right of each Unit Owner to insure his own Unit for his benefit; rather each Unit Owner shall have the right to obtain additional insurance on his own Unit at his own expense, provided that all such insurance shall contain provisions (similar to those required to be contained in the master policies) waiving the insurer's rights to subrogation and contribution and provided further that the liability of the insurers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owners.

Section 12.6 Insuring of Improvements. Each Unit Owner shall be individually responsible for insuring improvements within a Unit made by the Owner thereof subsequent to the first sale of such Unit by Larkin Realty.

Section 12.7 Premium Payment. Premiums paid by the Board of Directors shall be Common Expenses assessable and payable as provided in Article XI.

ARTICLE XIII. MAINTENANCE BY UNIT OWNERS

Section 13.1 In General. Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit, including without limitation, the maintenance, repair and replacement of interior finish walls, ceilings, floors, windows, doors and installations and fixtures for water and other utilities, electrical fixtures and outlets, and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit.

Section 13.2 Noncomplying Unit Owner. If the Board of Directors shall at any time in its reasonable judgment determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishings, facility or equipment therein is hazardous to one or more other Units, or the occupants thereof, the Board shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the

hazardous condition. If such work is not then commenced within 15 days (or such reasonable shorter period in case of emergency as the Board of Directors shall determine) of such request and thereafter diligently brought to completion, the Board shall be entitled to have the work performed and charged to the account of the Unit Owner in question.

Section 13.3 Prohibited Work. No Unit Owner shall do any work which would jeopardize the soundness or safety or the Condominium Property, reduce its value or impair an easement or hereditament without the unanimous written consent of all other Unit Owners being first obtained.

ARTICLE XIV NOTICE

Section 14.1 Method. Whenever notice is required to be given to any Unit Owner, such notice shall also be given in the same manner to any mortgagee on such Unit Owner's Unit of which the Board of Directors have notice. Whenever notice is required to be given to any Unit Owner or to the Board, such notice may be given in writing by mail addressed to such Unit Owner or Board of Directors at such address last appearing on the books of the Association or, in case of a Unit Owner, by delivering the same to his Unit if such Unit appears as the Unit Owners address. Such notice shall be mailed or delivered at least seven days prior to the date fixed for the happening of the event of which such notice is given. Notice shall be deemed given as of the date of mailing or delivery.

Section 14.2 Waiver. Whenever any notice is required to be given, a written waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XV. BUSINESS TRANSACTIONS AND RECORDS

Section 15.1 Contracts. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

Section 15.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 15.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officers or agents of the Association and in such manner as the Board of Directors shall from time to time determine.

Section 15.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors shall from time to time determine.

Section 15.5 Inspection of Records. All books and records required to be maintained for and on behalf of the Association shall be available for examination by Unit Owners at convenient hours of weekdays.

Section 15.6 Financial Report. The Board of Directors shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to it, submit to the Unit Owners a report of its operations for such year which shall include financial statements in such summary form and detail as the Board shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by written notice to the Board within one month of his receipt of such report shall be deemed to have assented thereto.

ARTICLE XVI. AMENDMENTS

Section 16.1 Vote Required. These Bylaws may be amended, at a regular or at a special meeting of the Members called for that purpose, by the vote of 75% of all Members of each class of membership.

Section 16.2 Limitation. No such amendment shall be valid if, according to the purpose thereof, it would alter or in any manner or to any extent whatsoever modify or affect the portion of the Common Interest of any Unit Owner so as to be different from the portion of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Declaration of Condominium, or render the Association contrary to or inconsistent with any requirements or provisions of the Condominium Ownership Act.

Section 16.3 Recording. Any such amendment shall become effective upon the recording with the South Burlington City Clerk of an appropriate instrument setting forth in full the amendment and reciting the required consent of the Members. Such instrument of amendment, when duly executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and of all other persons.

ARTICLE XVII. FISCAL YEAR

The Fiscal Year of the Association shall be the calendar year.

ARTICLE XVIII. CORPORATE SEAL

The Association shall have a corporate seal in circular form which shall have inscribed thereon the name of the Association, the State of Vermont, and the words, "Corporate Seal."

ARTICLE XIX. GENERAL PROVISIONS

Section 19.1 Compliance. Each Unit Owner shall comply strictly with these By-Laws and with the administrative rules and regulations adopted under them, as either may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration of Condominium or in his Unit Deed.

Section 19.2 Noncompliance. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Unit Owner. Failure by the Association or any Owner to enforce any right herein conferred shall not be deemed a waiver of the right to do so thereafter.

Section 19.3 Severability. Invalidation of any provision of these By-Laws shall in no way affect any other provisions which shall remain in full force and effect.

Section 19.4 Resolving Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 19.5 Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the singular and plural, words denoting males include females and words denoting persons include individuals, firms, associations, partnerships, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter of context. The title and headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the provisions herein contained shall take effect and be construed according to the Condominium Ownership Act and, unless the context otherwise indicates, words defined in said Act shall have the same meaning herein.

Section 19.6 Management Contracts. The Association shall not contract with any person or entity for the professional management of the Condominium for a period in excess of three years and any such contract shall provide for its termination by either party upon sixty days written notice to the other party without payment of a termination fee.

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