

AMENDED BY-LAWS

OF

THE BEARS CROSSING CONDOMINIUM ASSOCIATION,  
NO. 400/500, INC.

ARTICLE 1  
Identity

These are the By-Laws of Condominium No. 400/500, an association formed for the purpose of administering Condominium No. 400/500 in The Bears Crossing Condominium Association, No. 400/500, Inc. at West Dover, Vermont.

Section 1. The office of the Association shall be located at Bears Crossing, Handle Road, West Dover, Vermont 05356.

Section 2. The fiscal year of the Association shall be October 1 to September 30.

ARTICLE 2  
Meetings of Members

Section 1. The annual members' meeting shall be held in West Dover, in the County of Windham and State of Vermont on a Saturday during the month of September which shall be determined by the Board of Directors for the purpose of electing officers, approving the annual budget, and of transacting any other business authorized to be transacted by the members; provided, however, the date of the annual meeting may be changed by the agreement of a majority of the members in writing.

Section 2. Special members' meetings shall be held whenever called by the President, and must be called by the President upon receipt of a written request from members entitled to cast 40% of the votes of the entire membership.

Section 3. Notice of all members' meetings stating the time, place and purpose for which the meeting is called shall be given by the President and/or Secretary unless waived in writing. Such notice shall be in writing to each member of his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting.

Section 4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association.

Section 5. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

### ARTICLE 3 Directors

Section 1. The business and property of the corporation shall be managed and controlled by its Board of Directors, which shall consist of such number of persons, not less than two (2), unless the number members of the corporation is less than two (2), in which case the number of directors may be as few as the number of members. The directors shall be elected by the members at their annual meeting. Except for filling vacancies on the board, each director shall be elected to serve for the term of one year and until his successor shall be elected and shall qualify.

Section 2. The annual meeting of the Board of Directors shall be held immediately preceding the annual meeting of members at the place fixed for such members' meeting and no notice thereof shall be required to be given. Regular meetings of the Board of Directors at predetermined times and places may be held without notice unless otherwise decided by the board.

Section 3. Special meetings of the Board of Directors shall be held whenever called by direction of the president, or by one-third of the directors for the time being in office. Reasonable notice of any special meeting of the Board of Directors shall be given to each director, stating the purpose thereof, by any officer or director. Notice mailed to the director's usual or last known place of business or residence 48 hours before the time when the meeting is to be held, shall be sufficient notice in all cases. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice may also be waived by a writing including message transmitted by telegraph filed with the records of the meeting.

Section 4. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other

committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors except as otherwise provided by statute.

Section 5. Members of the Board of Directors and members of any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such a manner shall constitute presence in person at such meeting.

#### ARTICLE 4 Officers

Section 1. The executive officers of the Association shall be a President and a Treasurer/Secretary, each of whom shall be elected by the members.

Section 2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the Office of President of the Association, including, but not limited to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

Section 3. The Treasurer/Secretary shall keep the minutes of all annual meetings of the members. He shall attend to the giving and serving of all notices to the members and Manager and other notices required by law. He shall have the custody of all property of the Association. He shall see that the books of the Association are kept in accordance with good accounting practices.

Section 4. No officer shall receive direct compensation for his services. Any officer may be removed by a majority of the members without designation of reason.

#### ARTICLE 5 Powers and Duties of the Board of Directors

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised by the Board of Directors; subject, however, to the provisions of the Declaration of Condominiums and By-Laws. The Board of Directors shall when exercised jointly with The Bears Crossing Consolidated Condominium Association have the following powers:

Section 1. To make and collect assessments against members to defray the costs and expenses of the condominium and to make special assessments against particular members in the event of damage to or destruction of the building.

Section 2. To use the proceeds of assessments in the exercise of its powers and duties.

Section 3. To provide for the maintenance, repair, replacement and operation of the condominium property.

Section 4. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

Section 5. To reconstruct or make any necessary improvements after casualty and the further improvement of the property.

Section 6. To make and amend reasonable regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

Section 7. To enforce, by legal means, the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws and the regulations for the use of the property in the condominium.

Section 8. To employ personnel and/or contractors to perform the services required for proper operation of the condominium.

## ARTICLE 6 Fiscal Management

Section 1. Budget. The Board of Directors jointly with the Board of Directors of the Bears Crossing Consolidated and Master Association shall prepare and submit an annual budget to each member, prior to the annual meeting for each fiscal year, which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserved according to good accounting practices as follows:

- (a) Current expense.
- (b) Reserve for deferred maintenance.
- (c) Reserve for replacement.

Copies of the budget and proposed assessments shall be transmitted to each member on or before August 15th preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

Section 2. Assessments. Assessments against the unit owners for their shares of the budget shall be made for the fiscal year annually in advance on or before October 1st preceding the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be automatically made in the amount of the last prior assessment and quarterly payments shall be due upon each installment payment date until changes by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and/or the assessment therefor may be amended, subject to the approval of the membership of the Association heretofore required. The unpaid assessment for the remaining portion of the fiscal year for which any amended assessment is made shall be due upon the date of the amended assessment.

Section 3. Expenditures for Emergencies. Expenditures for common expenses for emergencies which cannot be paid from the annual assessment for common expenses shall be made only after notice of the need therefor to the members of the Board of Directors. After such notice and upon approval by the executive committee of the Board of Directors of the Master Association, such expenditure not exceeding \$10,000 may be made.

Section 4. The assessments against owners shall be prepared, levied and collected to assure that sufficient funds will be quarterly available to budget expenditures and operations when needed.

Section 5. Any lien securing an Association assessment or common expenses may be foreclosed by suit by the Board of Directors acting on behalf of the owners, in like manner as a mortgage on real property. In any foreclosure, the owners shall be required to pay the costs of collection together with reasonable attorney's fees. The Board of Directors may also bring suit to recover a money judgment for unpaid assessments and common expenses including all costs and attorney's fees without foreclosing or waiving the Association's lien secured thereby.

ARTICLE 7  
Obligations of the Owners

Section 1. Assessments.

(a) All owners are obligated to pay assessments imposed by the Board of Directors on behalf of the Association to meet the common expenses and reasonable reserves for future expenses of administration, and such other expenses as the Association may deem proper subject to adjustment from time to time as may be necessary. Assessed by the Board of Directors at such time or times as the Board of Directors shall determine.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas which the Association is obligated to maintain. The reserve fund shall be maintained out of regular assessments for common expenses.

(c) All sums assessed by the Association of unit owners but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on that unit prior to all other liens except only (i) tax liens on the unit in favor of any assessing unit and special district, (ii) all sums unpaid on a first mortgage of record, and (iii) mechanic's liens. The lien may be foreclosed by suit by the Board of Directors, acting on behalf of the unit owners, in like manner as a mortgage on real property. In any foreclosure the unit 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 Board of Directors, acting on behalf of the unit owners, may, unless prohibited by the Declaration, bid in the unit at foreclosure sale, and acquire and hold, lease, 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.

(d) Where the mortgagee of a mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association of unit owners chargeable to the mortgagor which became due before the acquisition of title to the unit by the acquirer. The unpaid share of common expenses or assessments shall be considered common expenses collectible from all of the unit owners including the acquirer, his successors and assigns.

(e) 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 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 thereof. However, any such grantee shall be entitled to a statement from the 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 apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

Section 2. Maintenance and Repair.

(a) Each unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the Property in its entirety or in a part belonging to other owners, and each owner is expressly responsible for any damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit and other accessories and appurtenances belonging solely to the unit and for its exclusive use shall be at the unit owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred by it in repairing or replacing any common area and facility damaged through its fault.

Section 3. Use of Units. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Board of Directors in writing. The Directors shall have the obligation to answer the unit owner's request within forty-five (45) days and failure of the Directors to do so within forty-five (45) days shall mean that there is an objection to the proposed modification or alteration.

Section 4. Right of Entry.

(a) An owner by acceptance of the deed to his unit grants the right of entry to the agent or agents authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose

of performing installation, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at the time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rights of Mortgage Holders.

(a) An owner who mortgages his unit, shall notify the Association of the name and address of his mortgagee and the Association shall maintain such information in the records of ownership of each unit. Thereafter, the Association shall have the right to report any unpaid assessments due from the owner of such unit to the mortgagee and the mortgagee may, at its option, pay the delinquent expenses.

(b) Upon written request to the Condominium Association, which request must identify the name and the address of the mortgage holder, any such mortgagee will be entitled to timely written notice by the Association of the following:

(i) Any condemnation loan or casualty loan which effects a material portion of the condominium project and/or the condominium unit and/or building in which it is located on which there is a first mortgage held, such mortgage holder.

(ii) Any delinquency in the payment of assessments or charges owed by the owner of the unit to the Condominium Association which unit is subject to the first mortgage held by the mortgagee, which payment or assessment remains uncured for a period in excess of sixty (60) days.

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) Any restoration or repair of the condominium project, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration of Covenants and Restrictions and the original plans and specifications as filed, unless other action is approved by holders of mortgages on the condominium units, which holders (mortgagees), have at least fifty-one (51%) percent of the vote of the condominium units subject to eligible holder mortgages.

ARTICLE 8  
Amendment

The By-Laws may be amended by a majority vote of the units within the condominiums. Failure to achieve a vote among the owners of a unit shall preclude any vote by the owners of such unit.

*Jack Cor*

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At a duly called meeting on June 2, 1990, the foregoing Amended By-Laws of The Bears Crossing Condominium Association, No. 400/500, Inc. was adopted.

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Secretary

AMENDED BY-LAWS OF  
BEARS CROSSING CONDOMINIUM ASSOCIATION,  
NO. 400/500, INC.

DOVER TOWN CLERK'S OFFICE  
Received for record September 20th, A.D.,  
1990 at 8 o'clock and 55 minutes a.m.  
Recorded in Volume 116, Pages 584-592  
of the Dover Land Records.

ATTEST *Sharon Spang*  
Assistant Town Clerk