

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
OF COMMONS TOWNHOUSES 25-30**

Whereas, the Homeowners of Commons Townhouses 25-30 at a meeting on July 3, 2000, agreed to change the name to Creekside Association of Townhouses – (25-30).

Therefore, the Declaration of Protective Covenants, Commons Townhouses 25-30 dated May 26, 1995, recorded in Book 150, Pages 45-65, of the Cambridge Land Records is hereby AMENDED as follows:

a. Page 1, Introduction

1st paragraph, line 4 shall now read as follows:

"desire to subject their properties known as Creekside Townhouses numbered 25-30,"

b. Page 1, Definitions

Item B, line 1 shall now read as follows:

" 'Association' shall mean the Creekside Association of Townhouses - (25-30)."

c. Page 3, Covenants

Item 8, line 1 shall now read as follows:

"The owner of each Townhouse shall be a member of the Creekside Association of Townhouses - (25-30)."

IN WITNESS WHEREOF, and as agent acting for the directors of the Creekside Association of Townhouses 25-30, I hereunto set my hand and seal this 14th day of May, 2002.

CREEKSIDE ASSOCIATION OF TOWNHOUSES 25-30

By Joe V. Ingram
Joe V. Ingram, Executive Director
Smugglers' Notch Homeowners' Association, Inc.

Cambridge Town Clerk's Office Received for Record May 14 A.D. 2002 at 2 o'clock 05 minutes A.M.

Attest: Jane n. Porter
Town Clerk

Book 150
Pgs. 45-65

DECLARATION OF PROTECTIVE COVENANTS
FOR COMMONS TOWNHOUSES 25 - 30

For Amendment to See Book 232 Page 264

KNOW EVERYONE BY THESE PRESENTS that the undersigned owners of townhouses located at The Village at Smugglers' Notch (formerly Madonna Village) in the Town of Cambridge, County of Lamoille and State of Vermont desire to subject their properties known as Commons Townhouses numbered 25 - 30, (being designated as Lots D-1 through D-6 at The Village at Smugglers' Notch, as shown on a plans of maps in Volume VI at Pages 6 through 10 of the Land Records of the Town of Cambridge) to certain protective covenants, restrictions and conditions that are for the benefit of the said premises and the purpose of protecting the value and desirability thereof, and which shall run with the land and be binding on all parties having any right, title or interest in and to the premises or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS:

- A. "Townhouses" shall mean those properties subject to the provisions of this Declaration of Protective Covenants.
- B. "Association" shall mean the Commons Townhouses 25 - 30 Association.
- C. "Owner" shall mean and refer to the owner(s) of record of any of the Commons Townhouses as disclosed in the Land Records of the Town of

Cambridge, Vermont. (Whether one or more persons or entities, which collectively shall be deemed to be but one [1] owner), excluding, however, those having such interest merely as security for the performance of an obligation. The recorded title to a townhouse shall be conclusive evidence as to its ownership. Recorded title may be by one (one) or more deeds.

COVENANTS

1. Each and every lot hereinabove referenced shall be well maintained with healthy grass and appropriate shrubs and trees.
2. The exterior of each and every Townhouse shall be well maintained so that all roofs, exterior building surfaces, gutters, downspouts and other exterior improvements are sound, attractive and in harmony with other Townhouses.
3. Prior to changing the color of any exterior siding or any portion thereof or the roof of any Townhouse situated on any of the lots hereinabove referenced, the owner of the said lot shall obtain the written consent of the owners of at least two-thirds (2/3) of all the Townhouses hereinabove referenced.
4. No new building, fence, wall or other structure of any kind shall be commenced, erected or maintained on any of the Townhouses hereinabove referenced, nor shall any addition to or change in any existing structure thereon be made without the proponent thereof first obtaining the written approval of the owners of at least two thirds (2/3) of the Townhouses.
5. To the extent that any structure on any Townhouse lot currently encroaches on any other lot, an easement for such encroachment shall exist.
6. The reasonable cost of repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a

party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner thereafter makes use of the wall, he or she shall contribute to the cost of restoration thereof in proportion to such use. Any such payment shall be without prejudice, and any such owners making payment in accordance with this paragraph shall not prevent them from calling for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any owner to contribution from any other owner under this covenant shall be appurtenant to the land and shall pass to such owners' successors in title.

7. Except in cases where resort to a court of law is absolutely necessary to avoid irreparable injury, any owner of any Townhouse seeking to enforce any of these covenants shall refrain from instituting any action at law or in equity until the owner seeking enforcement has given written notice to those owners against whom he wishes to enforce covenant(s), stating clearly the provisions sought to be enforced and the corrective action desired. In the event that the matter has not been satisfactorily resolved within fifteen (15) days thereafter, or within any other period of time stipulated to by all parties in interest, then the matter may be submitted to a court of law and the prevailing party shall be entitled to reasonable attorney's fees and costs.

8. The owner of each Townhouse shall be a member of the Commons Townhouse 25 - 30 Association. Each of the said Townhouses shall be subject to the ByLaws, rules and regulations of the Association. Membership in the Association shall be a benefit to the real property, running with the land perpetually.

9. Maintenance, repair and replacement of each Townhouse roof, all exterior surfaces of each Townhouse, and any structural elements of any Townhouse damaged by fire or other casualty shall be the ultimate responsibility of each Townhouse owner, but shall be made under the control and direction of the Association. The Association shall not control or direct repairs to or changes in the interiors of any Townhouse which do not affect other Townhouses. Each Townhouse owner shall afford to The Association and to its agents or employees access into and across his Townhouse property as reasonably necessary for these purposes. The exterior of each Townhouse shall be maintained in first-class quality condition. The Association shall have a right to enter upon any Townhouse if the exterior or structure of that Townhouse is not maintained in first-class quality condition, after first giving thirty (30) days notice to the owner of such Townhouse, to maintain and repair such property to first-class quality condition, if in the opinion of not less than a majority of the Board of Directors of the Association such action is necessary, and all expenses necessitated by the negligence, misuse or neglect of any Townhouse owner shall be assessed to such owner, rather than to the Association as a whole. All assessments made by the Association shall constitute liens identical to the lien created by Title 27 V.S.A. § 1323 for assessment of common expenses for condominiums.

10. The owner of each Townhouse shall be a member of the Smugglers' Notch Homeowners Association, Inc., with dues and other obligations paid in good standing. The Smugglers' Notch Homeowners Association, Inc. is an express third party beneficiary of this Declaration, and shall have the right to enforce this provision of this Declaration.

11. The Association may employ one or more persons or entities to manage the Association's business. Until the Association shall vote to the contrary, Smugglers' Notch Homeowners Association, Inc. shall serve as such a manager.

12. In the event of destruction or substantial damage to one or more of the Townhouses, the property or properties shall be promptly repaired or replaced as required by two-thirds (2/3) majority vote of the Members of the Association.

13. The owner or owners of each Townhouse shall keep the same at all times fully insured against fire and other casualty as well as general liability, all with broad form property insurance coverage, which policy or policies of insurance shall name the Smugglers' Notch Homeowners Association, Inc. or the Association as loss payee for said owners. The Smugglers' Notch Homeowners Association, Inc. or the Association shall receive insurance proceeds in the event of any loss, and shall apply the same as follows: (a) first, to the payment of outstanding mortgages against Townhouses if the Association is unable to negotiate the continuation of such mortgages, (b) second, to the repair and replacement of the structural elements of the Townhouses, which were damaged by such casualty, and (c) third, to the refurbishing of the interiors of the damaged Townhouses in accordance with the directions of the owner of each damaged townhouse; then (d) any unused proceeds shall be disbursed to the owners of the damaged Townhouse(s). The recipient of the insurance proceeds, whether it be the Smugglers' Notch Homeowners Association, Inc., or the Association, shall make all disbursements in a fair and equitable fashion. In the event that available insurance fails to pay the full cost of the repair and replacement of structural elements of Townhouses, the Association shall assess the owner(s) of each

Townhouse for additional costs of repair and replacement. Such cost may include administrative costs incurred by the Association, and all such costs shall constitute a lien against each Townhouse identical to the lien created by Title 27 V.S.A. § 1323 for condominium expenses.

14. All repairs and replacements to Townhouses shall be of first-class quality.

15. In any proceeding arising because of an alleged failure of any party to comply with the terms of this Declaration, or the ByLaws or rules and regulations of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court. The Association shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, liens and charges now or hereinafter imposed in accordance with the provisions of this Declaration as the same are now or may hereinafter be amended. Failure by the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the Association's right to enforce the same thereafter.

16. This Declaration may be amended only by vote of at least two-thirds (2/3) of all Members of the Association. Every amendment shall be prepared, executed, recorded and certified by the Association, and shall be effective only when recorded in the Land Records of the Town of Cambridge.

17. These Protective Covenants are in addition to all prior covenants currently of record.

18. If any portion of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect

without the invalid provisions. To this end, the provisions of this Declaration are severable.

19. Owners of Commons Townhouses at The Village at Smugglers' Notch who are not signatories to this Declaration of Protective Covenants may subject their properties to this Declaration at any time by referencing the volume and page at which this Declaration shall be recorded in the Land Records of the Town of Cambridge in a separate declaration which incorporates the provisions hereof by reference.

20. The provisions of this Declaration shall run with the land and bind the land, and shall be and remain in effect perpetually to the extent permitted by law. Every purchaser or grantee of any interest in any real property subject to this Declaration, by the acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall be extended and renewed. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

DATED: May 26, 1995

BYLAWS OF THE COMMONS TOWNHOUSES 25 - 30 ASSOCIATION

ARTICLE I: Generally

Section 1.01. Applicability. These Bylaws provide for the governance of the Association.

Section 1.02. Compliance. Every Member of the Association shall comply with these Bylaws.

Section 1.03. Office. The Office of the Association shall be located at The Village at Smugglers' Notch or such other place as may be designated from time to time by the Board of Directors.

Section 1.04. Definitions.

(a) Each capitalized term used herein without definition shall have the meanings specified in the Declaration or as hereinafter defined.

(b) As used in these Bylaws,

(i) "Association" shall mean the Commons Townhouses 25 - 30 Association, a Vermont, non-profit, unincorporated association.

(ii) "Declaration" shall mean the Declaration of Protective Covenants for Commons Townhouses 25 - 30, as the same is of record in Volume ___ at Page ___ in the Land Records of the Town of Cambridge and as the same may be amended from time to time.

(iii) "Member" shall mean the owner of a townhouse at The Village at Smugglers' Notch which is subject to the Declaration of

Protective Covenants for Commons Townhouses 25 - 30, as the same is now of record in the Land Records of the Town of Cambridge or may hereafter be amended, whether or not such owner is an individual, more than one individual, corporation, partnership, trust or other entity of any kind or nature.

- (iv) "Property" shall mean the lands and premises, including all buildings, structures and improvements, subject to the Declaration of Protective Covenants for Commons Townhouses 25 - 30 and the covenants, conditions, restrictions, liens or charges imposed thereby.

ARTICLE II: Commons Townhouses 25 - 30 Association Meetings

Section 2.01. Annual Meetings. The annual meeting of the Association shall be held on the same day as the Annual Meeting of the Smugglers' Notch Homeowners Association, Inc. At such Annual Meetings the Board of Directors shall be elected by vote of the Members, which vote shall be by ballot if any Member so requests. If, in any given year, an Annual Meeting is not held, a Special Meeting may be held in lieu thereof, and elections or business transacted at such Special Meetings shall have the same effect as if held or transacted at an Annual Meeting.

Section 2.02. Place of Meetings. Meetings of the Association shall be held at the principal Office of the Association or at such other suitable place convenient to the lot owners as may be designated by the Board of Directors.

Section 2.03. Special Meetings. The President shall call a Special Meeting of the Board of Directors upon a petition signed and presented to the Secretary by

lot owners, with not less than one-third (1/3) of the aggregate votes in the Association. The Notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the Notice.

Section 2.04. Notice of Meetings. The Secretary shall mail to each Member a Notice of the place, date, hour and purpose or purposes of each annual or regularly scheduled meeting of the lot owners. The Notice shall be mailed not less than seven (7) days before the date of such meeting.

Section 2.05. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Members having a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than twelve (12) hours after the time the original meeting was called.

Section 2.06. Voting. If more than one person or entity holds an interest jointly or as tenant in common or partner of another, the vote shall be cast as they among themselves shall determine, all to the end that there shall be one vote for each Property subject to the Declaration. Voting Members may vote in person or by written proxy delivered to the president of the Board prior to any meeting.

Section 2.07. Quorum. Except as may otherwise be provided in these Bylaws, the presence in person or by proxy of fifty percent (50%) or more of the Members who are entitled to cast votes in accordance with Section 2.06 above shall constitute a Quorum at all meetings of the Association.

Section 2.08. Conduct of all Meetings. A member of the Board of Directors designated by the Board shall preside over each meeting of the Association, and an individual designated by the Board of Directors as secretary shall keep the minutes of each meeting in a permanent minute record book.

Section 2.09. Action Without a Meeting. Any action by the Members required or permitted to be taken at any meeting may be taken without a meeting if two-thirds (2/3) of the Members shall consent in writing to such action. Each such written consent shall be filed in the permanent records of the Association.

Section 2.10. Meeting by Telephone. Any meeting of the Association may include members participating by conference call, provided that the meeting is arranged in such a fashion that those Members participating by conference call and other Members who may be present at the same place together shall each be able to hear all comments made by all Members participating in the meeting.

ARTICLE III: Board of Directors

Section 3.01. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each of whom shall have an ownership interest in a Commons Townhouse subject to the Declaration of Protective Covenants referenced above.

Section 3.02. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, including, but not limited to, the following:

- (a) To carry out each and every function designated to the Board of Directors in the Declaration of Protective Covenants referenced above;
- (b) To prepare an annual budget establishing assessments for the Association; to make and collect such assessments;
- (c) To open bank accounts on behalf of the Association and designate the signatories thereon;

(d) To enforce by legal means the provisions of the Declaration of Protective Covenants referenced above, these Bylaws and any rules and regulations established by the Association;

(e) To pay the costs of all authorized services rendered to the Association;

(f) To keep books with detailed accounts, in chronological order, of the receipts and expenditures affecting the Association. Such books and receipts shall be available for examination by Members, their duly authorized agents or attorneys. All books and records shall be kept in accordance with good accounting principles, and the same shall be audited by an independent accountant retained by the Board of Directors who shall not be a Member as may be requested by two (2) or more Members from time to time;

(g) To designate, hire, pay and dismiss personnel, including, but not limited to, a managing agent;

(h) To notify the mortgagee of any owner who is in default or violation of these ByLaws or the above referenced Declaration of Protective Covenants, in the event that such default or violation continues for a period exceeding thirty (30) days;

(i) To borrow money on behalf of the Association when required in connection with the affairs of the Association, provided, however, that the consent of at least two thirds (2/3) of the Members be obtained to borrow any sum in excess of Five Thousand Dollars (\$5,000.00);

(j) To acquire, hold, sell and dispose of Commons Townhouse units and mortgage the same;

(k) To do all other things not inconsistent with the laws of the State of Vermont and the United States of America, the Declaration of Protective Covenants and these ByLaws, which the Board of Directors may be authorized to do by resolution of the Association.

Section 3.03. Election and Term of Office. At the first Annual Meeting of the Association, the term of office of one Member of the Board of Directors shall be fixed at three (3) years; the term of office of one Member shall be fixed at two (2) years; and the term of office of the third Member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors, that director's successor shall be elected to serve for a term of three (3) years. The Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3.04. Removal or Resignation of Directors. At any regular or Special Meeting of the Members duly called any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Members entitled to vote, either in person or by proxy, in accordance with Section 2.06 hereof, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given at least seven (7) days notice of the time, place and purpose of the meeting to consider that Director's removal, and shall be given an opportunity to be heard at the meeting. A Member of the Board of Directors may resign at any time and shall be deemed to have resigned sixty (60) days after the sale or other disposition of the Director's Townhouse.

Section 3.05. Vacancies. Vacancies in the Board of Directors, except those caused by removal in accordance with the preceding section of these Bylaws, shall be filled by agreement by the remaining Directors or Director. Each person so designated to serve as a Director shall serve the remainder of the term of the Director being replaced and until a successor shall be duly elected.

Section 3.06. Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the Regular Meetings of the Board shall be given to each Director in writing at least ten (10) days prior to the day named for such meeting.

Section 3.07. Officers of The Board. The Directors shall determine among themselves who shall serve as president, vice-president and secretary of the Board. In the event that the Directors are unable to make determination by consensus, then the Director who has been a Director for the longest continuous term shall be president; the Director who has been a Director for the second longest consecutive term shall be vice-president; and the Director who has the shortest length of continuous service on the Board shall be secretary.

Section 3.08. Special Meetings. Special Meetings of the Board of Directors may be called by the president on five (5) days notice to each Director, given by mail, facsimile or other written communication, which notice shall state the time, place and purpose of the meeting. Special Meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice upon written request of any Director.

Section 3.09. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be

deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a Waiver of Notice for all intents and purposes. If all Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 3.10. Quorum. At all meetings of the Board of Directors two (2) Directors shall constitute a Quorum for the transaction of business.

Section 3.11. Associate Directors. From time to time the Board of Directors may appoint other Members of the Association as Associate Directors. Associate Directors shall not have voting rights at meetings of the Board, but may comment upon all matters considered by the Board and shall receive notice of all meetings of the Board. Associate Directors shall serve for a term of one (1) year unless, at the time of their appointment, the Board of Directors specifically designates a different term of service.

Section 3.12. Compensation. No Director shall receive any Compensation for services, but all Directors may seek reimbursement for their expenses attendant to their duties, which expenses shall be included in assessments against the Members. No reimbursement shall be included in assessments unless approved by majority vote of the Board of Directors.

Section 3.13. Action Without a Meeting. Any action taken by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.14. Liability of The Board of Directors. Members of the Board of Directors shall not be liable to the Association or its members for any mistake of judgment, negligence or otherwise, except for their own individual, willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Directors from and against all contractual liability to third parties arising out of contracts made by the Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of these ByLaws or the Declaration of Protective Covenants. Every agreement made by the Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the members of the Board of Directors and the Managing Agent are acting only as agents of the Association and shall have no personal liability thereunder (except as an owner of one or more Townhouses).

Section 3.15. Participation in Meetings By Telecommunications. At any meeting of the Board of Directors one or more directors may participate in such meeting by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and that Director's participation shall be the same as if he or she were present, in accordance with the provisions of title 11 V.S.A. § 1885(b).

ARTICLE IV: Officers

Section 4.01. Directors as Officers. There shall be no officers of the corporation other than the Members of the Board of Directors. The president of the Board shall be the chief executive officer of the Association, having all of the general powers and duties which are incident to the office of president. The vice-president of the Board of Directors shall take the place of the president and

perform duties of the president whenever the president is absent or unable to act and shall perform such other duties as shall be delegated to him or her by the president. The secretary shall keep minutes of all meetings of the Association and the Board of Directors, have charge of such books and papers as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Members and others shall be delivered, and, in general, perform all the duties incident to the office of secretary. The vice-president shall perform all duties normally associated with the office of treasurer, and shall have the responsibility for Association funds, being responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of all required financial data, and, in general, perform all duties incident to the office of treasurer.

Section 4.02. Execution of Documents. All deeds, agreements, contracts, leases, checks and other instruments of the Association for expenditures or obligations in excess of Fifteen Thousand Dollars (\$15,000.00) shall be executed by two (2) Directors, and all such instruments for expenditures of less than Fifteen Thousand Dollars (\$15,000.00) may be executed by one (1) Director. The Board of Directors by majority vote may authorize a managing agent to execute agreements, contracts, leases, checks and other instruments of the Association for expenditures and obligations in whatever amounts the Board of Directors may deem appropriate.

ARTICLE V: Operation of The Association

Section 5.01. Determination of Expenses and Assessments of Members.

(a) Fiscal Year: The Fiscal Year of the Association shall be the calendar year.

(b) Assessment and Payment of Expenses: the total amount of estimated funds required from assessments for the operation of the Association shall be determined by the Board of Directors in accordance with a report and budget adopted by the Board of Directors, which report and budget shall be mailed to Members annually no later than the 1st day of May of each year. All assessments shall be charged against Members fairly as determined by the Board of Directors, who determination shall be binding upon all Members.

(c) Reserves: The Board of Directors shall include in their assessments annual amounts reasonably anticipated to be appropriate to create and maintain reserves for working capital, operations, repairs, contingencies and replacements.

(d) Payment of Assessments: Each Member shall pay the assessments levied by the Board of Directors within thirty (30) days of receipt of a billing from the Board of Directors of the Managing Agent. The purchaser of the Townhouse shall be jointly and severally liable with the selling Member of all unpaid assessments. The Board of Directors or the Managing Agent shall take prompt action to collect any assessments which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid when due shall accrue a late charge in the amount of one percent

(1%) per month until paid. All unpaid assessments, interest and costs of collection shall constitute liens against the Townhouse of the Member who has not made prompt payment identical to the lien created by Title 27 V.S.A. § 1323 for condominium expenses.

(e) **Statement of Assessments:** The Board of Directors or Managing Agent shall promptly provide any Member, contract purchaser or mortgagee requesting the same in writing with a written statement of all unpaid assessments due from the Member.

Section 5.02. Statement of Default. The Board of Directors or Managing Agent shall promptly notify any Member of any default in payment of assessments. The Board of Directors or Managing Agent shall give written notice of any lien filed in the Land Records of the Town of Cambridge to both the unit owner and the unit owner(s)' mortgagee. The Board of Directors may impose a reasonable charge for the preparation and filing of any Notice of Lien in addition to other costs of collection.

ARTICLE VI: Rules and Regulations

Section 6.01. Adoption of Rules and Regulations. At any duly called meeting of the Association, the Association may, by majority vote, adopt rules and regulations restricting the use of Townhouses subject to the Declaration of Protective Covenants, which rules and regulations shall have full force and effect under these Bylaws. Copies of current rules and regulations shall be available upon request from the secretary of the Board of Directors. Rules and regulations adopted by majority vote may be rescinded by majority vote at any time.

ARTICLE VII: Miscellaneous

Section 7.01. Amendment. These Bylaws may be amended by vote of two-thirds (2/3) of the Members authorized to vote in accordance with Section 2.06.

Section 7.02. Recording. These ByLaws and all Amendments thereto shall be recorded in the Land Records of the Town of Cambridge, and no Amendment to these ByLaws shall be effective until a copy of the Amendment certified by the secretary of the Board of Directors has been recorded in the Land Records of the Town of Cambridge.

Section 7.03. Notices. All Notices, demands, bills, statements, assessments, notices of lien or other communications shall be in writing and shall be deemed to have been duly given if delivered personally or sent postage pre-paid (a) if to a Member, at the address which the Member shall designate in writing and file with the secretary of the Board of Directors or, if no such address is designated, at the address of the Townhouse of such Member, or (b) if to the Association or the Board of Directors, at the principal office of the Association or at such other address as shall be designated in writing to the Members by the Board of Directors or as may appear upon stationery/correspondence addressed to Members by the Board of Directors.

Section 7.04. Captions. The Captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the articles and sections of these ByLaws or the intent of any provision thereof.

Section 7.05. Signature and Certification. These Bylaws shall be filed with the above referenced Declaration of Protective Covenants without any signature, and shall be effective when recorded in the Land Records of the Town of Cambridge. Amendments hereto shall be certified by the secretary of the Board of Directors and filed in the Land Records of the Town of Cambridge as noted above.

DATED: May 26, 1995