

AMENDMENT TO THE BY-LAWS OF THE HAKONE HOUSE CONDOMINIUM

The By-Laws of the Hakone House Condominium which are recorded in Volume 58 at Pages 504 et seq. of the Land Records of the Town of Cambridge were amended by vote of the Condominium Association on the 3rd day of July, 1983 as follows:


Section 3.4 of the Condominium Association By-Laws is amended to provide that the term of office of each member of the Board of Directors shall be fixed at three (3) years, with the term of one (1) Director ending each year.

Section 4.01 of the Condominium Association By-Laws is amended to provide that the principal officers of the Association shall be the president, the secretary and the treasurer who shall be designated by the Board of Directors and may be members of the Board of Directors. The Board of Directors may appoint a vice-president, assistant treasurer, assistant secretary and other officers as, in its judgement, may be necessary. All officers shall be apartment owners.

Section 2.02 of the Condominium Association By-Laws is amended to provide that the annual meetings of the Association shall take place within one (1) day of the Annual Meeting of the Smugglers' Notch Homeowners' Association, Inc.

Otherwise the Condominium By-Laws remain unchanged.

Dated this 16 day of September, 1983.


Duly Authorized Director of
The Hakone House Condominium
Association

AMENDMENTS TO THE BY-LAWS OF THE HAKONE HOUSE CONDOMINIUM

The By-Laws of the Hakone House Condominium which are recorded in Volume 58 at Pages 504 et seq. of the Land Records of the Town of Cambridge as previously amended by amendment of record in Volume 69 at Page 3 of the Land Records of the Town of Cambridge are amended to provide as follows:

Article II Section 2.08 of the Condominium By-Laws shall provide that: At all regular and special meetings of the Association 20% or more of the members entitled to vote who are represented in person or by proxy shall constitute a quorum for the transaction of such business as is set forth in the notice of the meeting, and 25% or more of the members entitled to vote who are represented in person or by proxy shall constitute a quorum for the transaction of business not set forth in the notice of the meeting.

Article V Section 5.01 (b) shall provide that: (i) on or before the 1st day of April in each year or as soon thereafter as is practical the Board of Directors shall adopt a budget for the Association... (the balance of this sentence being the same as currently enforced.)

Article V Section 5.01 (b) (ii) shall provide as follows: Such budgets shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a reserve fund for general operating reserves, replacement and contingencies. From time to time as the Board may deem appropriate the Board shall assess upon each Apartment Owner all or a part of the said Apartment Owner's respective share of the budget for such calendar year. Such budget shall constitute the basis for determining each Apartment Owner's assessment for the common expenses of the Association. Each Apartment Owner shall be given written notice thereof, but failure to give such notice shall not effect the validity of any such assessment.

Article V Section 5.01 (e) is amended to eliminate the word "monthly" in each of the two places where it appears.

Dated this 28th day of October, 1985.

Katalin A. V. Rader
Duly Authorized Director of the
Hakone House Condominium Association

Cambridge Town Clerk's Office Received for Record November 25 A.D. 1985 at 10 o'clock 30 minutes A.M.

Attest: Jane M. Porter
Town Clerk

AMENDMENTS TO HAKONE HOUSE CONDOMINIUM DECLARATIONAND BY LAWS

Book 81

In accordance with the vote of the Association of Apartment Owners of the Riverside Condominium, July 4, 1987, the following amendments were made to the Riverside Condominium Declaration of Condominium and By Laws:

The Declaration of Condominium is amended to add Section 2.04(e) as follows: All improvements affixed to the interior of an Apartment including, but not limited to, sheet rock, wall finish and wall fixtures, shall become a part of the Apartment.

The Declaration of Condominium is amended to add the following sentence as a new second sentence to Section 5.04: Each Apartment owner shall be responsible for the costs of maintenance, repair and replacement of his Apartment's Limited Common Elements as assessed by the Association Board of Directors.

The Declaration of Condominium Section 6.02(b) is revised to read as follows: In the event that the damage or destruction is limited to an interior of an Apartment, then the Owner of the Apartment shall promptly repair or replace the damaged portion. In the event that the damage or destruction is limited to a Limited Common Element, the Association shall promptly repair or replace the damaged portion and assess all costs to the Apartment Owner(s) having use of the Limited Common Element.

The Declaration of Condominium Section 3.01 is amended to read as follows: A Limited Common Element is a portion of the Common Elements allocated for the exclusive use of one or more, but fewer than all, of the Apartments. Limited Common Areas shall include, without limitation, all balconies, steps, sills, terraces and fences (if any) which are not obviously within the boundaries of an Apartment. Limited Common Elements shall also include storage areas, closets, trash storage areas and appliances, if any, which are located within corridors or other areas which are part of the Common Areas and facilities, the use of which is reserved to the Owners or occupants of one or more but fewer than all Apartments.

The Condominium By Laws Section 5.07(a) is revised to read as follows: Maintenance, repair and replacement of the Common Areas and Facilities and of the Limited Common Areas and Facilities and the making of any additions or improvements thereto shall be carried out by the Association through its Board of Directors. The Association shall have the irrevocable right, to be exercised by the Board of Directors or their Managing Agent, to have access to each Apartment from time to time during reasonable hours, for the purpose of maintenance, repair or replacement of any of the Common Elements and Facilities or

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Limited Common Areas and Facilities therein or accessible therefrom. The cost of such maintenance, repair and replacement shall be assessed in accordance with the provisions of this Declaration and the Association By Laws.

The Condominium By Laws Section 5.02 is amended to add the following: Each Apartment Owner shall pay all assessments made by the Board of Directors for the repair, maintenance and replacement and improvement of the Limited Common Elements. All such assessments shall be the liability of the Apartment Owners to whom they are assessed, and shall be collected in the same way as Common Expenses. Such assessments shall constitute a lien in accordance with Section 1323 of the Act. The foregoing notwithstanding, if in the opinion of not less than a majority of the Board of Directors any expense is necessitated by the negligence, misuse or neglect of an apartment Owner then such expense shall be assessed to that Apartment Owner, rather than to the Association as a whole, and shall constitute a lien in accordance with Section 1323 of the Act.

ASSOCIATION OF APARTMENT OWNERS OF THE
HAKONE HOUSE CONDOMINIUM

By: *Barbara J. Thomke*
BARBARA J. THOMKE, Executive Director
Smugglers' Notch Homeowners'
Association Inc., Managing Agent

Dated at Jeffersonville, Vermont, this 19th day of February,
1988.

Cambridge Town Clerk's Office Received for Record February 26 A.D. 1988
at 9 o'clock 20 minutes A.M.

Attest: *Jane V. Porter*
Town Clerk

AMENDMENTS TO HAKONE HOUSE CONDOMINIUM DECLARATIONAND BY LAWS

Book 81

In accordance with the vote of the Association of Apartment Owners of the Hakone House Condominium, July 4, 1987, the following amendments were made to the Hakone House Condominium Declaration of Condominium and By Laws:

The Declaration of Condominium is amended to add Section 2.04(e) as follows: All improvements affixed to the interior of an Apartment including, but not limited to, sheet rock, wall finish and wall fixtures, shall become a part of the Apartment.

The Declaration of Condominium is amended to add the following sentence as a new second sentence to Section 5.04: Each Apartment owner shall be responsible for the costs of maintenance, repair and replacement of his Apartment's Limited Common Elements as assessed by the Association Board of Directors.

The Declaration of Condominium Section 6.02(b) is revised to read as follows: In the event that the damage or destruction is limited to an interior of an Apartment, then the Owner of the Apartment shall promptly repair or replace the damaged portion. In the event that the damage or destruction is limited to a Limited Common Element, the Association shall promptly repair or replace the damaged portion and assess all costs to the Apartment Owner(s) having use of the Limited Common Element.

The Declaration of Condominium Section 3.01 is amended to read as follows: A Limited Common Element is a portion of the Common Elements allocated for the exclusive use of one or more, but fewer than all, of the Apartments. Limited Common Areas shall include, without limitation, all balconies, steps, sills, terraces and fences (if any) which are not obviously within the boundaries of an Apartment. Limited Common Elements shall also include storage areas, closets, trash storage areas and appliances, if any, which are located within corridors or other areas which are part of the Common Areas and facilities, the use of which is reserved to the Owners or occupants of one or more but fewer than all Apartments.

The Condominium By Laws Section 5.07(a) is revised to read as follows: Maintenance, repair and replacement of the Common Areas and Facilities and of the Limited Common Areas and Facilities and the making of any additions or improvements thereto shall be carried out by the Association through its Board of Directors. The Association shall have the irrevocable right, to be exercised by the Board of Directors or their Managing Agent, to have access to each Apartment from time to time during reasonable hours, for the purpose of maintenance, repair or replacement of any of the Common Elements and Facilities or

Limited Common Areas and Facilities therein or accessible therefrom. The cost of such maintenance, repair and replacement shall be assessed in accordance with the provisions of this Declaration and the Association By Laws.

The Condominium By Laws Section 5.02 is amended to add the following: Each Apartment Owner shall pay all assessments made by the Board of Directors for the repair, maintenance and replacement and improvement of the Limited Common Elements. All such assessments shall be the liability of the Apartment Owners to whom they are assessed, and shall be collected in the same way as Common Expenses. Such assessments shall constitute a lien in accordance with Section 1323 of the Act. The foregoing notwithstanding, if in the opinion of not less than a majority of the Board of Directors any expense is necessitated by the negligence, misuse or neglect of an apartment Owner then such expense shall be assessed to that Apartment Owner, rather than to the Association as a whole, and shall constitute a lien in accordance with Section 1323 of the Act.

ASSOCIATION OF APARTMENT OWNERS OF THE
HAKONE HOUSE CONDOMINIUM

By:

Barbara J. Thomke
BARBARA J. THOMKE, Executive Director
Smugglers' Notch Homeowners'
Association Inc., Managing Agent

Dated at Jeffersonville, Vermont, this 19th day of February,
1988.

Cambridge Town Clerk's Office Received for Record April 14 A.D. 1988 at 2 o'clock
30 minutes P.M.

Attest:

Joan N. Porter
Town Clerk