

VILLMARKSAUNA CONDOMINIUM ASSOCIATION

BYLAWS

As Amended September 1983, October 1985 and February 1988

ARTICLE I

Plan of Unit Ownership

Section 1.01. Applicability. These Bylaws provide for the governance of the Condominium. The Property, located at the Village at Smugglers' Notch in Cambridge, Vermont and more particularly described in the Declaration, has been submitted to the provisions of the Act by recordation simultaneously herewith of the Declaration in Volume , Page of the Land Records of the Town of Cambridge.

Section 1.02. Compliance. Every Apartment owner and all those entitled to occupy an Apartment shall comply with these By-Laws.

Section 1.03. Office. The office of the Condominium, the Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.04. Definitions. Each capitalized term used herein without definition shall have the meanings specified in the Declaration of the Villmarksauna Condominium to which the Bylaws are attached, as it may be amended from time to time (the "Declaration") or as provided in the Vermont Condominium Ownership Act (the "Act").

ARTICLE II

Villmarksauna Condominium Association

Section 2.01. Composition. The Association shall consist of all of Apartment Unit Owners acting as a group.

For all purposes the Association shall act merely as an agent for the Apartment Owners as a group. The Association shall have the responsibility for administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and specifically required to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or their designee.

Section 2.02. Annual Meetings. The Annual Meetings of the Association shall take place within one (1) day of the Annual Meeting of the Smugglers' Notch Homeowners' Association, Inc (~~←Amended September 1983~~). If, in any year, an annual meeting is not held, a special meeting may be held in lieu thereof, and any elections or business transacted thereat shall have the same effect as if held or transacted at any annual meeting.

Section 2.03. 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 Apartment owners as may be designated by the Board of Directors.

Section 2.04. Special Meetings. Any Director may, and the President shall, call a special meeting of the Board of Directors upon a petition signed and presented to the Secretary by Apartment owners with not less than a majority 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 2.05. Notice of Meetings. (a) The Secretary will mail to each Apartment owner a notice of the place, date, hour and purpose or purposes of each special meeting of the Apartment owners. The notice shall be mailed not less than seven (7) days nor more than forty (40) days before the date of such meeting. No such notice shall be required for the annual meeting of the Association.

(b) Any Apartment owner may at any time, in writing, waive notice of any meeting of the Association, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Apartment owner at any meeting of the Association shall constitute a waiver of notice by him of the time, place and purpose of such meeting.

(c) Each owner of an Interval Share in an Apartment committed to Interval Shares shall be entitled to vote the fractional interest attributable to his Interval Share.

Section 2.06. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Apartment owners 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 forty eight hours after the time the original meeting was called.

Section 2.07. Voting. The vote to which each Apartment owner is entitled shall be the Common Element interest assigned to his Apartment in the Declaration. Except where a greater number is required by the Act, the Apartment owners with more than fifty percent of the votes in the Association voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Apartment owners") is required to adopt decisions at any meeting of the Association. Any specified percentage of the Apartment owners means Apartment owners with such votes in the aggregate.

Section 2.08. Quorum. Except as otherwise provided in the Bylaws, the presence in person or by proxy of apartment owners of 50 percent or more of the votes shall constitute a quorum at all meetings of the Association.

Section 2.09. Conduct of Meetings. The President shall preside over all meetings of the Association and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Board of Directors when not in conflict with the Bylaws, the Declaration or the Act.

Section 2.10. Action Without Meeting. Any action by the owners required or permitted to be taken at any meeting may be taken without a meeting if all of the Apartment owners 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 Apartment owners.

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 persons, all of whom shall be Apartment owners or spouses of Apartment owners. An officer or agent of a corporate Apartment owner or general partner of a partnership or the beneficiary of a trust shall be deemed to be the Apartment owner for this purpose.

Section 3.02. Power and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by the Act, including the following:

- (a) Prepare an annual budget, in which there shall be established the assessments of each Apartment owner for the Common Expenses of the Condominium (the "Common Expenses").
- (b) Make assessments against Apartment owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Apartment owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessments against each Apartment owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.
- (c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- (e) Collect the assessments against the Apartment owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.
- (f) Make and amend the Rules and Regulations.
- (g) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance

with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Apartment owners with respect to all matters arising out of any eminent domain proceeding.

(j) Obtain and carry insurance against casualties and liabilities, as provided in these Bylaws, pay the premiums therefor and adjust and settle any claim thereunder.

(k) Pay the cost of all authorized services rendered to the Association and not billed to Apartment owners of individual Units or otherwise provided for in Article V of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Apartment Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Apartment owners. All books and records shall be kept in accordance with good accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or an Apartment owner. The cost of such audit shall be a Common Expense.

(m) Notify a Mortgagee of any default hereunder by the Apartment owner of the Apartment subject to such mortgage, in the event such default continues for a period of exceeding thirty days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements, provided, however, that the consent of at least two-thirds in Common Element interest of all Apartment owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Ten Thousand Dollars.

(o) Acquire, hold and dispose of Apartments and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.

(p) Do such other things and acts not inconsistent with the Act, the Declaration or these By-Laws which the Board of Directors may be authorized to do by a resolution of the Association.

Section 3.03. Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors.

Section 3.04. Election and Term of Office. 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. (*Amended September 1983*)

Section 3.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting of the Apartment owners duly called, any one or more of the member of the Board of Directors may be removed with or without cause by a majority of the Apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Apartment Owner shall be given at least seven days notice of the time, place and purpose of the meeting 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 upon disposition of his Apartment.

Section 3.06. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association.

Section 3.07. Organization Meeting. The first meeting of the Board of Directors shall be held within thirty days after the filing of the Declaration at such time and place as shall be fixed by the Declarant, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 3.08. 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, but such a meeting shall be held at least following each meeting of the Association without notice. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 3.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each director, given by mail or telegraph, 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 on the written request of any Director.

Section 3.10. 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 by him of the time, place and purpose of such meeting. 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 3.11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of

the directors present at a meeting at which a quorum is present, shall constitute the decision of the Board of Directors.

Section 3.12. Compensation. No Director shall receive any compensation from the Condominium for acting as such.

Section 3.13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of 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, Officers, Unit Owners and Association.

(a) The officers and members of the Board of Directors shall not be liable to the Association 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 officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these By-Laws. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Apartment owners), and that each Apartment owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Common Element interest.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Apartment owner of any Apartment, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Apartment Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IV

OFFICERS

Section 4.01. Designation. 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 judgment, may be necessary. All officers shall be Apartment Owners. (*Amended September 1983*)

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.03. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.04. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Vermont Non-Profit Corporation Act including, without limitation, the power to appoint committees from among the Unit owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.05. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.06. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of 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 Apartment Owners and others shall be delivered; and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Vermont Non-Profit Corporation Act.

Section 4.07. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; shall make disbursements on behalf of the Association upon consent of the Board of Directors except as provided in Section 4.08; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Vermont Non-Profit Corporation Act.

Section 4.08. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Two

Thousand Dollars, and all checks drawn upon reserve accounts, shall be executed by the Treasurer or any one person designated by the Board of Directors.

Section 4.09. Compensation of Officers. No officer who is also a director shall receive any compensation from the Association for acting as such officer.

ARTICLE V

Operation of the Condominium

Section 5.01. Determination of Common Expenses and Assessments Against Apartment Owners.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(i) On or before the 1st day of April in each year or as soon thereafter as is practical (*Amended October 1985*), the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Apartments and other properties as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, this Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Apartment owners of all related services.

(ii) 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. (*Amended October 1985*).

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Condominium set forth in the budget adopted by the Board of Directors shall be assessed against each Apartment Owner in proportion to his respective Common Element interest.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Apartment owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Apartment owner shall continue to pay each installment at the monthly rate established for the previous fiscal year until notice of the payment which is

due more than ten days after such new annual or adjusted budget shall have been delivered.
(Amended October 1985)

Section 5.02. Payment of Common Expenses. Each Apartment owner shall pay the Common Expenses assessed by the Board of Directors. No Apartment owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Apartment. Prior to or at the time of any conveyance of an Apartment by an Apartment owner, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of an Apartment shall be jointly and severally liable with the Selling Apartment owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of recording of the conveyance; without prejudice to the purchaser's right to recover from the selling Apartment owner amounts paid by the purchaser therefor; provided, However, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Apartment owner within five days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Apartment conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each mortgagee who comes into possession of an Apartment by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall not take the Apartment subject to any claims for unpaid assessments or charges against such Apartment which accrue prior to the time such mortgagee comes into possession thereof. (As Amended February 1988)→ Each Apartment Owners hall 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, misuses 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.

Section 5.03. Collection of Assessments. The Board of Directors or the Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Apartment owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment, or installment thereof not paid within five days after due shall accrue a late charge in the amount of five percent of the overdue assessment or installment.

Section 5.04. Statement of Common Expenses. The Board of Directors shall promptly provide any Apartment owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from Apartment Unit owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.05. Insurance. The Board of Directors shall obtain and maintain, to the extent available, master policies of insurance, as specified, naming the Association, the Board and all Apartment owners (and mortgagees) as insured as their respective interests may appear:

(a) Casualty or physical damage insurance on the buildings and all other insurable improvements forming part of the Property (including all of the Apartments but not including the furniture, furnishings and other personal property of the Apartment owners therein, together with the service machinery, apparatus, equipment and installations located in the Buildings, and existing for the provision of central services or for common use, in an amount not less than eighty (80%) percent of their full replacement value (exclusive of foundations) as determined by the Directors in their judgment (and all policies shall therefore contain a replacement cost valuation endorsement, together with coverage for the payment of common expenses with respect to damaged Apartments during the period of reconstruction, and (2) such other hazards and risks as the Directors from time to time in their discretion shall determine to be appropriate, including but not limited to, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage, and plate glass damage. All policies of casualty or physical damage insurance shall provide (1) that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including each Apartment mortgagee and (2) that the coverage thereof shall not be terminated for non-payment of premiums without thirty (30) days notice to all of the insureds, including each Apartment mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Directors to all Apartment owners and their mortgagees upon request, at least ten (10) days prior to the expiration of the then current policies.

(b) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Directors, covering the Association, the Directors, all of the Apartment owners and any manager or managing agent of the Property, with limits of not less than a single limit of \$1,000,000 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$1,000,000 for each 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 Directors shall determine to be appropriate and such other insurance as may from time to time be required by law.

Such master policies shall contain (1) waivers of subrogation as to any claims against the Association, the Directors and their agents and employees, and against the Apartment owners and their respective employees, agents and guests (2) waivers of any defense based on the conduct of any insureds, if available at premiums reasonably satisfactory to the Board of Directors, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Apartment owners as hereinafter permitted, if available at premiums reasonably satisfactory to the Board of Directors.

Section 5.06. Lien for Assessments. The total annual assessment of each Apartment owner for Common Expenses or any special assessment of any other sum duly levied, made pursuant to the Declaration, is hereby declared to be a lien levied against the Unit Apartment of such Apartment owner as provided in Section 1323 of the Act.

Section 5.07. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. (As Amended February 1988)→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.

(b) By the Apartment Owner. Each Apartment owner shall keep his Apartment and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Apartment. In addition, each Apartment owner shall be responsible for all damage to any other Apartments or to the Common Elements resulting from his failure to make any of the repairs required by this Section.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 5.08. Restrictions on Use of Apartments; Rules and Regulations.

(a) Each Apartment and the Common Elements shall be occupied and used as follows:

(1) No Apartment shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary nonresidential uses from time to time. Nothing in these By-Laws shall be construed to prohibit the Declarant from using any Apartment owned by Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for settlement of sales of Apartments.

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Apartment Owner shall permit anything to be done or kept in his Apartment or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in the Common Elements.

(3) No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Condominium shall be complied with, by and at the sole expense of the Apartment owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the latter, then the cost of such compliance shall be a Common Expense.

(4) No Apartment owner shall obstruct any of the Common Elements nor shall any Apartment owner store anything upon any of the Common Elements (except in those areas designated for such storage by the Board of Directors) without the approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated or assigned by the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Apartments.

(6) Trailers, campers, recreational vehicles or boats may be parked on the Condominium only in parking areas designated exclusively for such purposes by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one per Apartment without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Apartment owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Condominium, each Apartment owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

(8) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors.

(b) Each Apartment and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Apartment owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Exhibit D

THE LAND

Being a piece or parcel of land, with all buildings, structures and improvements thereon, located on the northerly side of Woodrun Road, so-called, in The Village at Smugglers' Notch in Cambridge, Vermont, and being all of Lots AA-2, AA-3, AA-4 and AA-8 as shown and set forth on a plan of land entitled

Plan of Revised Lots
AA-2, AA-3, AA-4, AA-9, AA-10 & AA-11
and the Revised
Woodrun Road
in the Core Area of
The Village at Smugglers' Notch
Cambridge, Vermont

prepared by JPR Associates, dated May, 1976, recorded in Volume 3, Page 22 of the Map Records of the Town of Cambridge.

Reference is made to (a) a deed of Madonna Village, Inc., dated September 18, 1973, to The Smugglers' Notch Corporation, recorded in Volume 49, Page 369 of the Land Records of the Town of Cambridge, (b) a deed of Madonna Village, Inc., dated September 18, 1973, to Stanmar, Inc., recorded in Volume 49, Page 365 of the Land Records of the Town of Cambridge; and (c) a confirmatory deed of Madonna Village, Inc., dated November 15, 1973, to Stanmar, Inc., recorded in Volume 49, Page 377 of the Land Records of the Town of Cambridge. Stanmar, Inc. (the "Declarant") is the successor to the grantees named in said deeds; reference is further made to Certificates of Merger recorded in Volume 52, Page 27 and Volume 52, Page 28, of the Land Records of the Town of Cambridge.

The lands and premises are subject to, and benefited by, rights, easements, provisions, exceptions, reservations and covenants as set forth in the aforementioned deeds and as otherwise appear of record.

EXHIBIT E

Allocation of Value and Percentage Interests

Apartment Number	Value *	Percentage of Undivided Interest
V-1	77,900	4.0623
V-2	79,900	4.1666
V-3	81,900	4.2709
V-4	77,900	4.0623
V-5	77,900	4.0623
V-6	79,900	4.1666
V-7	79,900	4.1666
V-8	81,900	4.2709
V-9	81,900	4.2709
V-10	77,900	4.0623
V-11	77,900	4.0623
V-12	79,900	4.1666
V-13	79,900	4.1666
V-14	81,900	4.2709
V-15	81,900	4.2709
V-16	77,900	4.0623
V-17	79,900	4.1666
V-18	81,900	4.2709
V-19	77,900	4.0623
V-20	77,900	4.0623
V-21	79,900	4.1666
V-22	79,900	4.1666
V-23	81,900	4.2709
V-24	81,900	4.2709

* As determined pursuant to 27 V.S.A. §1311(6).

Attest: Jane N. Porter
Town Clerk

VILLMARKSAUNA CONDOMINIUM

ORIGINAL TRANSFERS

Grantor	Grantee	Date	Book	Page No.
Stanmar, Inc.	Bourne, Judy	7/24/79		574-576
Stanmar, Inc.	Mulcahy, Robert	7/13/79		109-111
Stanmar, Inc.	Wymn, John	7/27/79	56	59-61
Stanmar, Inc.	Soriano, Samuel	10/18/79	60	179-181
Stanmar, Inc.	Puffer, Robert	9/19/79	60	167-169
Stanmar, Inc.	Jacobsen, Ernst	12/4/80	60	100-102
Stanmar, Inc.	Gilfoil, James	11/27/79	60	213-215
Stanmar, Inc.	Jacobsen, Ernst	10/17/79	60	97-99
Stanmar, Inc.	Alexy, Paul	7/3/80	60	571-573
Stanmar, Inc.	Garear, Rene	10/17/79	60	132-134
Stanmar, Inc.	Sullivan, David	7/27/79	56	
Stanmar, Inc.	Raney, Lee	10/26/79	60	193
Stanmar, Inc.	Greenbaum, Ruth			
Stanmar, Inc.	O'Dwyer, David	12/20/79	60	
Stanmar, Inc.	Panish, Morton	6/15/79		
Stanmar, Inc.	McGill, Archie	3/17/79		
Stanmar, Inc.	Robins, Muriel			
Stanmar, Inc.	McGill, Archie	3/17/79		
Stanmar, Inc.	Nolan, Richard	12/24/79		
Stanmar, Inc.	Dubrovsky, Jacob	11/24/79	60	164-166
Stanmar, Inc.	Dansur	3/12/79		
	Associates			
Stanmar, Inc.	O'Dwyer, David			417-419
Stanmar, Inc.	Stritzler, William	12/4/79	60	182-184
Stanmar, Inc.	Fisher, Robert	12/22/79		224-226

ARTICLE VI

MISCELLANEOUS

Section 6.01. Amendment. This Declaration may be amended by vote of Apartment Owners of Apartments to which at least 67 percent of the votes in the Association are allocated.

Section 6.02. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered personally or if sent postage prepaid (i) if to an Apartment Unit owner, at the address which the Unit owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such address is designated, at the address of the Unit of such Unit owner, or (ii) 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 Unit owners pursuant to this Section.

Section 6.03. 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 these ByLaws or the intent of any provision thereof.

Section 6.04. Gender. The use of the masculine gender in these ByLaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused these ByLaws to be executed and attested by its President on behalf of the Association, this 28 days of December, 1978.

Witness:

VILLMARKSAUNA CONDOMINIUM ASSOCIATION

BY: Stanley W. Snider

STATE OF VERMONT
LAMOILLE COUNTY, SS.

Personally appeared Stanley Snider before me and he acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of Villmarksauna Condominium Association, this 28 day of December, 1978.

before me,

Notary Public