

Book 52

DECLARATION OF CONDOMINIUM  
SLOPESIDE II CONDOMINIUM

STANMAR, INC., A Massachusetts Corporation with an usual place of business in Sudbury, Middlesex County, Massachusetts, ("Stanmar"), being the sole owner of the land on Woodrun Road, in the Town of Cambridge, County of Lamolle, State of Vermont, described in Paragraph (1) of this Declaration (the "Land"), by executing and recording this Declaration does hereby submit the Land together with the buildings thereon and all other improvements and structures now or hereafter constructed thereon and all easements, rights and appurtenances now or hereafter belonging thereto (collectively the "Property") to the provisions of Title 27, Chapter 15, (§ 1301-1329) of the Vermont Statutes Annotated, Act No. 229-1967 Adjourned Session ("the Condominium Ownership Act" or "the Act") and does hereby create with respect to the foregoing a condominium to be known as the Slopeside II Condominium, to be governed by the terms of the Condominium Ownership Act, as the same may be from time to time amended and managed and regulated by an association of Apartment Owners (the "Association") in accordance with the provisions of the Act, this Declaration and the By-Laws annexed hereto (the "By-Laws"). Words and phrases defined in the Act shall have the same definition when used in this Declaration, the By-Laws and any administrative rules adopted hereunder, (the "Administrative Rules"), if the context so permits.

(1) Description of the Land

Beginning at a point on the southwesterly sideline of Woodrun Road at the northeasterly corner of Lot AA 9.

Then south 79 degrees 55 minutes 00 seconds east 129.75 feet along the southwesterly sideline of Woodrun Road to a point at Lot AA 11.

Then south 05 degrees 39 minutes 10 seconds east 129.70 feet along Lot AA 11.

Then north 34 degrees 20 minutes 50 seconds east 40.43 feet along Lot AA 11 to a point at land of Smugglers' Notch Corporation.

Then south 05 degrees 39 minutes 10 seconds east 119.94 feet.

Then south 45 degrees 13 minutes 30 seconds west 27.00 feet.

Then south 34 degrees 20 minutes 50 seconds west 92.56 feet.

Then north 05 degrees 39 minutes 10 seconds west 13.00 feet.

Then south 34 degrees 20 minutes 50 seconds west 113.43 feet.

Then north 05 degrees 39 minutes 10 seconds west 123.98 feet.

Then north 34 degrees 20 minutes 50 seconds west 52.00 feet.

Then north 05 degrees 39 minutes 10 seconds west 70.78 feet to a point at Lot AA 9.

The last eight lines are along the land of Smugglers' Notch Corporation.

Then north 05 degrees 39 minutes 10 seconds west 96.90 feet along Lot AA 9 to the point of beginning.

Said land is shown as lot AA 10 on a map entitled "Plan of Revised Lots AA-2, AA-3, AA-4, AA-5, AA-6, AA-7, AA-8, AA-9, AA-10, and AA-11 and the Revised Woodrun Road in the Core Area of the Village at Smugglers' Notch, Cambridge, Vt." Scale 1 inch = 50 feet drawn by J.P.R. Associates, Inc. Land Surveyors, Stowe, Vt., dated May 1976 and recorded at Page 22 of Book of Maps 3 of the Cambridge Land Records to which map reference is made as a further aid to this description. Lot AA 10 contains 1.135 acres of land, more or less.

Subject to and with the benefit of, as the case may be, rights, easements, provisions, exceptions, reservations and covenants set forth in the Deed from Madonna Village, Inc. to Stanmar, Inc. dated September 18, 1973 and recorded in Book 49, Pages 365-367 of the Cambridge Land Records, the Deed from Madonna Village Inc. to Smugglers' Notch Corporation dated September 18, 1973 and recorded in Book 49, Pages 369-373 of the Cambridge Land Records, the Deed from Smugglers' Notch Corporation to Stanmar, Inc. dated October 31, 1974 and recorded in Book 49, Pages 492A-492C of the Cambridge Land Records, and other easements and restrictions of record insofar as the same may presently be in force and applicable. The declarant herein is a successor to the above noted Stanmar, Inc. and Smugglers' Notch Corporation by reason of statutory mergers under the laws of Vermont and Massachusetts.

(2) Description of the Buildings

The buildings on the Land (individually a "Building", collectively, the "Buildings") will be primarily of wood-frame construction on a concrete foundation. The walls of the central core ~~xxx~~ and stairwells (which in part form common walls between the central core and the stairwells and the adjoining apartments) will be of concrete block construction and the lower portions of the exterior walls of the Ground Floor of poured concrete. The Buildings will have three stories including a Ground Floor Level which will be, in part, below finished grade. The Buildings, two in number, will be divided into a total of three units (individually a "Unit", collectively, the "Units"), one a single Unit Building, and one a double Unit Building. Units will be designated North Unit and South Unit in the single Unit Building, and End East Unit, Center East Unit, Center West Unit, and End West Unit in the double Unit Building on plans which reference is made in Exhibit II of this Declaration. Each Unit will contain six apartments (individually an "Apartment", collectively, the "Apartments"), two Apartments on the Ground Floor (designated on said plans as Apartments S-25 in North Unit, S-28 in South Unit, S-31 in End East Unit, S-34 in Center East Unit, S-37 in Center West Unit, and S-40 in End West Unit); two Apartments on the First Floor (designated on said plans as Apartments S-26 in North Unit, S-29 in South Unit, S-32 in End East Unit, S-35 in Center East Unit, S-38 in Center West Unit, and S-41 in End West Unit); and two Apartments on the Second Floor (designated on said plans as Apartments S-27 in North Unit, S-30 in South Unit, S-33 in End East Unit; S-36 in Center East Unit, S-39 in Center West Unit, and S-42 in End West Unit).

Each floor of each Unit will contain a central core at the front center of the Units which will separate the two Apartments located on such floor. The central core located on the First Floor and Second Floor will provide access to common stairwells located at opposite sides of the central core adjacent to each Apartment on each floor, leading to a partially enclosed entrance platform with stairs at front intermediate level between First Floor and Second Floor Levels of each Unit. The central core on the Ground Floor will provide access to common stairwells not connected with the First Floor or Second Floor, located at opposite sides of the central core adjacent to each Apartment on the Ground Floor leading to a partially enclosed entrance platform with stairs at intermediate level located between First Floor and Ground Floor Levels of each Unit. The Buildings have no basement.

The exterior of the Buildings will be of wood and vertical and diagonal wood boarding with asphalt shingled roof. There will be two balconies at First Floor and Second Floor levels on the rear of each Unit, each Apartment on the First and Second Floors having access directly to one such balcony by means of sliding doors. There will also be two flagstone patios at Ground Floor level on the rear of each Unit, each Ground Floor Apartment having access to one such patio through sliding glass doors.

(3) DESCRIPTION OF APARTMENTS

The Apartment Number of each Apartment and a statement of its location, approximate area, number of rooms, and the immediate Common Areas to which it has access are set forth in the schedule attached hereto and constituting a part hereof marked "Exhibit I". The layout, location, Apartment Numbers and dimensions of the Apartments are shown on the Floor Plans and Lot Plan to which reference is made in the Schedule attached hereto and constituting a part hereof marked "Exhibit II". The boundaries of each Apartment and certain exceptions thereto are as follows:

Apr. Book 399 pg. 370-371 amendment  
See Book 52 pages 62-63 Apr. Amendment  
See Book 52 pages 64-65 Feb. Amendment

a. Floors: The upper surface of the subflooring which in the case of the First and Second Floor, will be of plywood and in the case of the Ground Floor, of concrete.

b. Ceiling: With respect to the Ground and First Floor, the plane of the lower surface of the floor joists of the floor above; with respect to the Second Floor, the plane of the lower surface of the chords of the roof trusses.

c. Exterior Building Walls, Doors and Windows: (i) as to exterior building walls, the plane of the interior surface of the wall studs or wall strapping, as the case may be, (ii) as to the doors, the exterior surface thereof, and (iii) as to the windows and glass sliding doors, the exterior surface of the glass and of the window or door frames, as the case may be.

d. Interior Bearing Walls: (1) forming a part of the Apartment perimeter- the plane of the surface of the wall studs or wall strappings, as the case may be, facing into the respective Apartments; (11) subdividing Apartments- each Apartment is subdivided by two parallel walls perpendicular to the central common corridors. As to these walls, <sup>so called</sup> the boundaries shall be the two planes of the opposite surfaces of the studs of each wall facing towards the rooms formed by these walls. Notwithstanding the foregoing, the door openings, door frames and doors, if any, in such walls shall be a part of the Apartments in which the same are located.

There shall also be included as a part of each Apartment (i) all recessed lighting fixtures, vent fans, electrical switches and other electrical appliances set into the walls and ceilings of such Apartment, (ii) all parts of the electrical system of the Building serving such Apartment exclusively commencing with the Apartment load center, and (iii) all parts of other utility systems, including but not limited to sewage, hot and cold water, telephone and cable T.V. systems serving such Apartment exclusively and all appliances and fixtures connected thereto which serve such Apartment exclusively whether or not within the boundaries of such Apartment as otherwise described.

There shall also be included as a part of each Apartment the metal flue leading from the fireplace located in said Apartment to the roof of the Building; said flue to be measured from its interior surfaces.

(4) Maintenance of Apartments

Maintenance, repair and replacement of individual Apartments shall be the obligation of the respective Apartment Owners, subject to the provisions of the Act and of Article VIII of the By-Laws and provided that any such maintenance, repair or replacement of portions of utility systems hereinabove made a part of individual Apartments by virtue of the fact that they serve the same exclusively, but which are not otherwise within the boundaries of such Apartments as defined in subsections (a) through (d) of Section 3 of this Declaration shall be carried out by the Association in the same manner as the maintenance, repair or replacement of Common and Limited Common Areas and Facilities, except that the cost of the same shall be charged to the Apartment of which said portions of utility systems form a part in the same manner as provided in said Article VIII.

(5) Common Areas and Facilities

The Common Areas and Facilities consist of the following:

a. The Land, subject to and with the benefit of, as the case may be, all rights, easements, restrictions, covenants and agreements presently of record insofar as the same may now or hereafter be in force and applicable.

b. The concrete pad and foundations of the Buildings, structural posts, beams and supports, exterior building walls, any common walls, the entire area above the plane formed by the lower surface of the roof truss chords and the entire roof and all roof trusses whether above or below said plane.

c. Installations of electrical, sanitary waste disposal, hot and cold water, telephone, cable T.V. and all other utility systems to the extent that the same have not hereinbefore specifically been made a part of the respective Apartments, including all conduits, chutes, ducts, vents, plumbing, wiring and other facilities for the furnishing of utility services which although contained within the boundaries of an Apartment as otherwise described do not serve <sup>such</sup> Apartment exclusively.

d. The yards, lawns, gardens, walk-ways, parking areas and other improvements thereon, and thereof, which may from time to time exist on the Land.

e. Any part, or area within the property, including without limitation, "Common Areas and Facilities" as defined in §1302 of the Act, not herein expressly made a part of an Apartment or of a Limited Common Area and Facility.

(6) Limited Common Areas and Facilities

The Limited Common Areas and Facilities consist of the following:

a. The balconies located at the front of the Buildings at the First and Second Floor levels and the wooden decks at the rear of the Buildings at Ground Floor level, the use of which is reserved to the owners and occupants of the Apartment to which each such balcony or deck is appurtenant.

b. Equipment storage areas, closets, trash storage areas and appliances, if any, which are located within corridors and other areas which are part of the Common Areas and Facilities of a particular Unit as hereinbefore defined; the use of which is reserved to the owners or occupants of the Apartments of the Unit in which the same are located.

(7) Unity of Common Areas and Facilities

The Common Areas and Facilities and the Limited Common Areas and Facilities shall remain undivided. No Apartment Owner or any other person may bring any action for partition or division of any part thereof unless the Property has been removed from the provisions of the Act or otherwise made subject to partition by the provisions of the Act and this Declaration.

(8) Maintenance of Common Areas and Facilities

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 as provided in this Declaration and the By-Laws. The Association shall have the irrevocable right, to be exercised by the Board of Directors, 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 Areas and Facilities therein or accessible therefrom, and at any time for the purpose of making emergency repairs necessary to prevent damage to said Areas and Facilities, to such Apartment itself, or to any other Apartment or Apartments.

(9) Maintenance of Roads, Open Land and Common Utilities

The Association, as provided in this Declaration and in the By-Laws, shall share, on a pro rata basis with others having the right, use and/or enjoyment of roads and open land owned by Stannar and of common utilities serving Slopeside II Condominium, located within the Village at Smugglers' Notch, in the expense of maintenance, repair and replacement of said roads, open land, and common utilities.

(10) Value of Property and the Apartment, Percentage of Undivided Interest

The value of the Property and of each Apartment and the percentage of undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities appertaining to each Apartment and its owner for all purposes, including voting is set forth in the schedule attached hereto as Exhibit "III". The respective percentages of undivided interest in said Areas and Facilities shall not be separated from the Apartments to which they appertain and shall run with any interest in said Apartment conveyed or encumbered even though not expressly mentioned or described in the instrument conveying or encumbering the same.

(11) Purposes and Restrictions

The Buildings and the Apartments therein are to be used solely for residential purposes, subject to restrictions, rules and regulations set forth in this Declaration or incorporated herein by reference, in the By-Laws



and in the Administrative Rules, as all of the same way, from time to time, be amended.

(12) Association of Apartment Owners, Board of Directors, Initial Directors

a. The Association shall be composed of all of the Apartment Owners of the Slopeside II Condominium acting as a group in accordance with the Act, this Declaration, the By-Laws and the Administrative Rules.

b. The rights, powers and obligations of the Association to the extent permitted by Law and in Accordance with the provisions of this Declaration, the By-Laws and the Administrative Rules shall be exercised and enforced by a Board of Directors (collectively the "Board of Directors"; individually a "Director") elected in accordance with the provisions of the By-Laws. The Board of Directors may, to the extent permitted by law, delegate some or all of these rights, powers and obligations to a manager (the "Manager") of its selection.

c. Initial Directors: Stanmar, as the sole owner of the property hereby appoints:

Gerard D. Goldstein  
Robert Mulcahy  
Stanley W. Snider

to act as Initial Directors until such time as a Board of Directors shall be elected and qualified as provided in the By-Laws. The initial Directors shall have and exercise all of the rights, powers and obligations of the Board of Directors. Stanmar may remove or replace, from time to time, any Initial Director appointed hereunder and appoint his successor, until such time as the Board of Directors shall be elected and qualified as aforesaid, by notice thereof in writing signed by an officer of Stanmar, recorded with the Land Records of the said Town of Cambridge.

(13) Personal Liability of Directors and Apartment Owners; Indemnification

Except as otherwise provided herein, in the By-Laws or by law, neither the Directors or the Manager nor their agents or employees shall have power to bind the Apartment Owners personally, and all Apartment Owners, and all persons, corporations or other entities extending credit to, contracting with, or having any claim against the Directors or the property of the Association shall look only to the funds and property of the Association for payment of such obligations or claims to the end that neither the Directors nor the Apartment Owners shall ever be personally liable therefor, except as specifically provided in this Declaration, in the By-Laws or by Law. A Director, as such, shall be liable only for his own willful breach of duty, and no Director shall be liable except for his own acts. One or more Directors may, prior to taking any action required or permitted to be taken by him or them, demand and receive indemnification or security for the same from the Association in a form reasonably satisfactory to him or them. Except where a Director has willfully breached his duty hereunder, he shall be entitled to be indemnified both from the Association property and by the Apartment Owners against any liability incurred by him in the execution of his duties hereunder, including without limitation, liabilities in contract and in tort, and for damages, penalties and fines.

In every note or contract for the payment of money borrowed by, and in every other written contract of the Association, it shall be the duty of the Directors, the Manager, if any, and any agent expressly to stipulate that neither the Directors, as such or as officers of the Association nor any Manager or agent, nor the Apartment Owners shall be held to any personal liability under or by reason thereof; provided, however, that the failure to include such a provision shall not of itself invalidate any such document nor result in any personal liability to the Directors, the Apartment Owners or any such Manager or agent.

(14) Directors' Compensation

The Directors shall not be entitled to compensation for their services as Directors but shall be reimbursed for all reasonable out-of-pocket expenses incurred for the benefit of the Condominium.

(15) Amendment of By-Laws and Declaration

The Directors may from time to time alter or amend this Declaration and the By-Laws annexed hereto in any respect permitted by law, by written instrument executed and acknowledged by all of the Directors then serving and assented to by not less than seventy-five percent (75%) in interest of the Apartment Owners voting in person or by proxy at a meeting duly called for such purpose or at an Annual meeting if notice of a proposed amendment is duly given in the call. Without otherwise limiting the generality of the foregoing, the undivided proportionate beneficial interest in the Common Areas and Limited Common Areas and Facilities of any Apartment Owner or his rights in any Limited Common Areas shall not be changed without the consent of all Apartment Owners expressed in an amended Declaration duly recorded as aforesaid. No amendment to this Declaration or the By-Laws shall affect any person other than the Directors or Apartment Owners, not having actual notice thereof until recorded in like manner as this Declaration.

(16) Directors, Apartment Owners, etc. Dealing with Association

Any Director, Apartment Owner, Officer, Manager or agent of the Association or any firm, partnership, corporation, concern or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary or otherwise, may sell to, buy from, contract with, and otherwise deal with the Association as freely and effectually as though no interest or fiduciary relationship existed and the Directors hereunder shall have power to exercise or concur in exercising all powers and discretion given to them in this Declaration, the By-Laws or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, personally or otherwise, in the mode, result or effect of exercising such powers or discretion.

(17) Termination, Dissolution

a. All of the Apartment Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded if the holders of all liens affecting any of the Apartments consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest of such Apartment Owner in the Property, as herein provided.

b. Upon removal of the Property from the provisions of the Act, the Property shall be considered to be owned in common by the Apartment Owners. The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest previously owned by said Owner in the Common Areas and Facilities and Limited Common Areas and Facilities.

c. Upon removal of the Property from the provisions of the Act, the Board of Directors may, if necessary, manage, deal with, sell and dispose of all property of the Association and all property acquired by the Board of Directors on behalf of the Apartment Owners, pursuant to the provisions of the Act or otherwise, including good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, an assignment or transfer of the securities or obligations of any partnership, association, trust or corporation and with power to distribute in such manner as they deem equitable, said property or the proceeds thereof in kind or cash or partly in kind and partly in cash, to and among the Apartment Owners in accordance with their respective undivided interests as herein set forth. As a condition of any distribution to the Apartment Owners, the Directors may require such indemnity or releases as they may deem necessary for their protection and may, before distribution, withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Association.

(18) Destruction or Damage to the Property, Repair or Other Disposition

a. In the event of the destruction or substantial damage to one or more of the Buildings, the Board of Directors shall determine in their reasonable discretion whether or not the loss resulting therefrom exceeds forty percent (40%) of the value of the building immediately prior to such destruction or damage and shall promptly notify all of the Apartment Owners of the building of such determination. If such loss, as so determined, does not exceed forty percent (40%) of such value of the building, the Board

of Directors shall proceed with the necessary repairs, rebuilding or restoration in accordance with the provisions of Article IX of the By-Laws, provided, however, that if the funds available pursuant to said Article IX are, in the reasonable judgement of the Directors insufficient to meet the entire cost of repair or restoration, the same shall be applied first to the repair or restoration of the Common and Limited Common Areas and Facilities and then pro rata to defray the cost of repair or restoration of damage to Apartments. Any expense incurred by the Directors in the repair or restoration of an individual Apartment in excess of funds available for that purpose as provided herein and in said Article IX shall be considered to have been incurred for the account of the Owner of said Apartment in the same manner as provided in Article VIII of the By-Laws.

b. If such loss, as so determined, does exceed forty percent (40%) of such value of the building, the Board of Directors shall call a Special Meeting of the owners of Apartments located within the building for the purpose of deciding whether or not to restore the building. Such Special Meeting shall be held as soon as reasonably practicable after the date of said damage or destruction, but in no event more than ninety (90) days thereafter. The building shall be repaired, rebuilt or restored by the parties required to do so as above provided only upon affirmative vote of the Owners of not less than fifty-one percent (51%) in interest of the Apartments located within the damaged or destroyed building as set forth in Exhibit III of this Declaration, or the written assents of said Owners.

c. If within ninety (90) days of the date of damage or destruction exceeding forty percent (40%) in value of the building as above determined it is not decided by the Owners of Apartments located therein to repair, reconstruct or rebuild the same as aforesaid:

(i) The Property shall be considered to be owned in common by the Apartment Owners;  
(ii) The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of Undivided interest in the Common Areas and Facilities previously appurtenant to the Apartment owned by said Apartment Owner.

(iii) Any liens affecting any of the Apartments shall be considered to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Apartment Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action for partition at the suit of any Apartment Owner, in which event the net proceeds of a sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Apartment Owners in a percentage equal to the percentage of undivided interest owned by each Apartment Owner in the Property, after first paying out of the respective shares of the Apartment Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Apartment Owner and the cost of repair, reconstruction, landscaping or restoration as hereinafter set forth in subparagraph (v).

(v) In the event that it is not determined by the Association to repair, reconstruct or rebuild the building, the same or any damaged portion thereof shall be demolished and the Land landscaped. Any portion of a building not thus demolished shall be repaired or reconstructed to the end that it shall form a complete architectural unit of the same structural quality as the entire building as originally built and any remaining buildings and as like thereto in appearance as is practicable. In the event that an action for partition is brought as hereinbefore set forth, the Association shall nevertheless cause the building to be demolished or repaired and the Land to be landscaped as herein required and the cost of such demolition, repair, reconstruction or landscaping shall be deducted from the respective shares of the Apartment Owners to the extent sufficient for the purposes, before any distribution. Each Owner shall be personally liable for a pro rata share, based on his interest in the Common Areas and Facilities, of such cost to the extent that the same exceeds the funds available from the sale of the Property. This Section 18c (v) shall not be amended without the written assent of Stanmar, Inc., a Massachusetts corporation with a principal place of business in Sudbury, Massachusetts.

(19) Service of Process

Service of Process in those cases provided in Chapter 15 shall be made upon: A. Ronald Thompson, General Manager, Village at Smugglers' Notch, Jeffersonville, Vermont.

(20) Conclusiveness of Instruments

Any instrument or other document signed by all of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Slopeside Condominium shall be binding upon the Condominium and the Association and conclusive as to the authority of the Directors with respect to the same as to all persons without knowledge relying thereon.

(21) Directors Certificates

A certificate signed by a majority of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Slopeside Condominium and recorded with said Land Records setting forth any vote adopted by the members of the Association as such and as Apartment Owners or the Board of Directors shall be binding and conclusive as to all persons dealing with the Association and the Condominium in reliance thereon.

(22) Invalidity

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and in the event that any provision shall be found to be invalid all of the other provisions of this Declaration shall continue in full force and effect as if said invalid provision had never been included herein.

(23) Waiver

No provision contained in this Declaration shall be deemed to have been waived or abrogated by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

(24) Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way should the same be construed to define, limit or describe the scope of this Declaration or the intent of any provision herein contained.

(25) Conflicts

This Declaration is intended to be in full compliance with the requirements of the Condominium Ownership Act. In the event that any of the provisions herein contained shall be found to be in conflict with the provisions of said Act, the latter shall control.

IN WITNESS WHEREOF, said Stanmar, Inc. has caused these presents to be executed and acknowledged in its name and on its behalf by Stanley W. Snider, its duly authorized agent this 17th day of August, 1976.

IN PRESENCE OF:

Robert J. Olaf  
Patricia Gilbert

By Stanley W. Snider  
Stanley W. Snider, President and Duly  
Authorized Agent

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF MIDDLESEX ) SS.

At Sudbury, this 17th day of August, 1976, personally appeared Stanley W. Snider, a duly authorized agent of Stanmar, Inc. and acknowledged this instrument, subscribed by him to be his free act and deed and the free act and deed of said Stanmar, Inc.

(SEAL)

Before me Francis K. Quinn  
Notary Public  
My Commission Expires: Oct. 23, 1991

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EXHIBIT I  
TO  
DECLARATION OF CONDOMINIUM  
SLOPESIDE II CONDOMINIUM

<u>Apt. No.</u>	<u>Location</u>	<u>Approx. Area in Square Ft.</u>	<u>Number of Rooms</u>	<u>Immediate Common Area</u>
S-25	Ground Floor North	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-26	First Floor North	1713	5 Rooms 3 Baths	First Floor Corridor
S-27	Second Floor North	1713	5 Rooms 3 Baths	Second Floor Corridor
S-28	Ground Floor South	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-29	First Floor South	1713	5 Rooms 3 Baths	First Floor Corridor
S-30	Second Floor South	1713	5 Rooms 3 Baths	Second Floor Corridor
S-31	Ground Floor End West	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-32	First Floor End West	1713	5 Rooms 3 Baths	First Floor Corridor
S-33	Second Floor End West	1713	5 Rooms 3 Baths	Second Floor Corridor
S-34	Ground Floor Center West	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-35	First Floor Center West	1713	5 Rooms 3 Baths	First Floor Corridor
S-36	Second Floor Center West	1713	5 Rooms 3 Baths	Second Floor Corridor
S-37	Ground Floor Center East	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-38	First Floor Center East	1713	5 Rooms 3 Baths	First Floor Corridor
S-39	Second Floor Center East	1713	5 Rooms 3 Baths	Second Floor Corridor
S-40	Ground Floor End East	1668	5 Rooms 3 Baths	Ground Floor Corridor
S-41	First Floor End East	1713	5 Rooms 3 Baths	First Floor Corridor
S-42	Second Floor End East	1713	5 Rooms 3 Baths	Second Floor Corridor

EXHIBIT II  
TO  
DECLARATION OF CONDOMINIUM

Reference is hereby made to the Lot Plan and Floor Plans of the Slopeside II Condominium, as hereinafter set forth, filed with the Land Records of the Town of Cambridge, Lamoille County, Vermont with the Declaration of Condominium of the Slopeside II Condominium to which this Exhibit II is annexed:

1. "Plan of Revised Lots AA-2, AA-3, AA-4, AA-8, AA-9, AA-10, and AA-11 and the Revised Woodrun Road in The Core Area of the Village at Smugglers' Notch, Cambridge, Vt." drawn by J.P.R. Associates, Inc. Land Surveyors, Stowe, Vt. dated May 1976 and recorded at Page 22 of Book of Maps 3 of the Cambridge Land Records.
2. "Slopeside II Condominium, Lot AA-10, The Village at Smugglers' Notch, Cambridge, Vt." drawn by Robert R. Dion Associates, Inc., Sudbury, Mass., dated July 1, 1976.
3. "Ground Floor Plan, Slopeside II Condominium, The Village at Smugglers' Notch, Cambridge, Vt." drawn by Robert R. Dion Associates, Inc., Sudbury, Mass., dated May 3, 1976.
4. "First Floor Plan, Slopeside II Condominium, The Village at Smugglers' Notch, Cambridge, Vt.," drawn by Robert R. Dion Associates, Inc., Sudbury, Mass., dated May 3, 1976.
5. "Second Floor Plan, Slopeside II Condominium, The Village at Smugglers' Notch, Cambridge, Vt." drawn by Robert R. Dion Associates, Inc., Sudbury, Mass. dated May 3, 1976.

EXHIBIT III  
TO  
DECLARATION OF CONDOMINIUM  
SLOPESIDE II CONDOMINIUM

Apt. No.	Value	Percentage of Undivided Interest
<b>Building #1</b>		
S25	\$62,500	5.4395
26	64,500	5.6136
27	64,500	5.6136
28	62,500	5.4395
29	64,500	5.6136
30	64,500	5.6136
<b>Building #2</b>		
S31	62,500	5.4395
32	64,500	5.6136
33	64,500	5.6136
34	62,500	5.4395
35	64,500	5.6136
36	64,500	5.6136
<b>Building #3</b>		
S37	62,500	5.4395
38	64,500	5.6136
39	64,500	5.6136
40	62,500	5.4395
41	64,500	5.6135
42	64,500	5.6135
<b>TOTAL</b>	<b>\$1,149,000</b>	<b>100%</b>

Cambridge Town Clerk's Office Received for Record September 10 A.D. 1976 at 10 o'clock 25 minutes A.M.

Attest: Jane N. Porter  
Town Clerk

CONDITIONAL ASSIGNMENT OF LEASE

Cambridge Regional Health Center, Inc.

to

The Union Bank

The Cambridge Regional Health Center, Inc. of Cambridge, County of Lamoille and State of Vermont, Grantor, in consideration of one dollar and other good and valuable consideration paid to its full satisfaction by The Union Bank, a banking corporation existing by and under the laws of the State of Vermont with its principal banking office at Morrisstown, County of Lamoille and State of Vermont, does hereby assign, transfer and convey unto the said The Union Bank the premises leased to it by the Incorporated Village of Cambridge, and all its right, title, interest and estate in and unto the same, upon the strict condition that this assignment shall be effective only if and when said Cambridge Regional Health Center, Inc. shall default in its payment of indebtedness due to said Union Bank and such default shall continue for a period of thirty days.

To have and to hold the same unto the said The Union Bank, its successors and assigns forever, as aforesaid, and not otherwise.

Witness the corporate name and seal by its duly authorized agent this 30th day of August, 1976.

In Presence of:

Philip J. Fitzpatrick

Nancy C. Bradford

STATE OF VERMONT

LAMOILLE COUNTY, SS.

CAMBRIDGE REGIONAL HEALTH CENTER, INC.

BY: J. Alfred Chouinard, Jr. President

At Cambridge this 30th day of August, 1976 J. Alfred Chouinard, Jr. as duly authorized agent for Cambridge Regional Health Center, Inc. personally appeared and he acknowledged this instrument by him sealed and subscribed to be his free act and deed and the free act and deed of said Cambridge Regional Health Center, Inc.

Before me Nancy C. Bradford

Notary Public

Cambridge Town Clerk's Office Received for Record September 13 A.D. 1976 at 10 o'clock 0 minutes A.M.

Attest: Jane N. Porter  
Town Clerk

For Release of Assignment See BR 153 Pg. 213





Section 1. Name. The name of this Association of Apartment Owners of The Slopeside II Condominium (a Condominium established under authority of Title 27, Chapter 15 of Vermont Statutes Annotated (hereinafter "the Act") is the Slopeside II Condominium Association (hereinafter "the Association"). The Property comprising the Condominium was submitted to the provisions of the Act by Declaration of Condominium dated , 1976 to be recorded with the Town Clerk of Cambridge, Lamoille County, Vermont, to which Declaration a true copy of these By-Laws will be affixed upon recording.

Section 2. Location. The principal office of the Association will be: The Offices of The Smugglers' Notch Corporation, Jeffersonville, Vermont.

Section 3. Common Seal. The Association <sup>may</sup> from time to time adopt a common seal.

## ARTICLE II

Meetings of the Association

Section 1. Place. All meetings of the Association and of Apartment Owners shall be held at the principal office of the Association or at such other place as may be named in the call.

Section 2. Annual Meetings. The first Annual Meeting of the Association shall be held on-----, for the purposes hereinafter specified. Thereafter a meeting of the Association shall be held on the fourth Friday of----- of each year, if a full business day, or, if not a full business day, then on the next succeeding day which is a full business day, for the purpose of electing the Board of Directors and for such other purposes as may be specified in the call or required by law. If, in any such year, the Annual Meeting is not held on said date, a Special Meeting may be held in lieu thereof, and any elections held or business transacted at such meeting shall have the same effect as if held or transacted at an Annual Meeting.

Section 3. Special Meetings. a. Special meetings of the Association may be called at any time by any Director and shall be called by any Director upon written application of a majority in interest of the Apartment Owners.

b. Special meetings of the owners of apartments located within a damaged or destroyed Building shall be called by the Board of Directors for the purpose of deciding whether or not to restore the Building, in accordance with Section 18 (b) of the Declaration.

Section 4. Notice. Written notice or printed notice stating the place, day and hour of the Annual and any Special Meeting shall be given by the Director appointed Secretary as hereinafter provided, or in the case of his death, absence, incapacity or refusal, by any other Director, at least seven (7) days prior to the meeting to each Apartment Owner entitled to vote thereat, by leaving such notice with him at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the books of the Association. In the event that any Apartment is owned by tenants in common, joint tenants, tenants by the entirety or is owned in any other form of multiple ownership, notice to or waiver of notice by the Owner designated pursuant to Section 7 hereof shall be sufficient. Notices of all meetings shall state the purpose for which the meeting is called. No notice of the time, place or purpose of any Annual or Special Meeting need be given to any Apartment Owner who personally or by his attorney thereunto authorized, waives such notice by a writing which is filed with the records of the meeting or attends the meeting without objecting in writing to the sufficiency of notice.

Section 5. Voting. (a) At any meeting each Apartment Owner shall have a vote equal to his percentage in interest in the Common Areas and Facilities as set forth in the Declaration. Apartment Owners may vote either in person or by written proxy filed with the Secretary. No proxy which is dated more than six (6) months before the meeting named therein shall be accepted. Except as otherwise limited therein, proxies shall entitle the person named therein to vote at any meeting or adjournment thereof, but no such proxy shall be valid after the final adjournment of the meeting. The votes upon any question before the meeting shall be by written ballot, if so requested by any member entitled to vote thereon.

(b) Whenever any Apartment is owned of record by more than one person, the votes to which that Apartment is entitled shall be cast by the Apartment Owner designated under the provisions of Section 7 hereof. The designated Apartment Owner shall cast his votes in accordance with the will of a majority in interest of the record owners of his designating Apartment, but in any case, the vote of a designated Apartment Owner shall be binding upon all record Owners of the designating Apartment to the same extent as if they had joined personally in casting said vote.

Section 6. Quorum, Action at Meetings. At any meeting of the Association, Apartment Owners entitled to cast a majority in interest of votes as apportioned in the Declaration, present in person or represented by proxy, shall constitute a quorum for the transaction of any business. At any special meeting of owners of apartments located within a damaged or destroyed building, Apartment Owners entitled to cast a majority in interest of votes as apportioned in the Declaration and therein attributable to that Building, present in person or represented by proxy, shall constitute a quorum. When a quorum is present at any meeting, a majority in interest of the votes of the Apartment Owners present or represented thereat shall be necessary to the decision of any question brought before the meeting unless a different vote is required by law, the Declaration or by the provisions of these By-Laws. When less than a quorum is present, any Annual or Special Meeting may without further notice be adjourned, from time to time, to subsequent dates or until a quorum be had. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

Section 7. Designated Apartment Owner. The votes apportioned to each Apartment shall be exercised as a unit and the exercise thereof shall not be divided among several Owners of such Apartment. To that end, whenever any Apartment is owned of record by more than one person, the several Owners of such Apartment shall (a) determine and designate which one of themselves shall be authorized and entitled to cast votes, receive notices and otherwise exercise the rights appertaining to such Apartment hereunder, and (b) notify the Director then serving as Secretary or, if there is no Secretary then serving, any Director, of such designation by a notice in writing signed by each of the record Owners of said Apartment. Any such designation shall take effect upon receipt by the Secretary or other Director, as the case may be, and may be changed at any time and from time to time by notice as aforesaid. The Secretary or other Director receiving said notice shall cause the same to be filed with the Minutes of the Association. In the absence of any such notice of designation, and until the same shall be received as above provided, the Board of Directors shall themselves designate one from among the record Owners of such Apartment for such purposes.

Section 8. Action without meeting. Any action required or permitted to be taken at any meeting of Apartment Owners may be taken without a meeting if all Apartment Owners entitled to cast votes on the matter consent to the action in writing and the written consents are filed with the Minutes of the meetings of Apartment Owners. Such consents shall be treated for all purposes as a vote at a meeting.

## ARTICLE III

Directors: Term, Election, Replacement

Section 1. Directors. There shall be three (3) Directors of the Association who, except for the Interim Directors appointed as provided in the Declaration, shall be elected from among the Apartment Owners. In the case of a corporate Apartment Owner, any office thereof may serve; in the case of a Trust, any trustee or beneficiary may serve, and in the case of a partnership, any member thereof may serve. Directors shall be eligible for re-election without limitation.

Section 2. Term. The terms of office of the Directors shall be for one (1) year and until their Successor Directors shall have been chosen and qualified. Succeeding Directors shall be elected as hereinafter provided at the Annual Meeting or at a Special Meeting in lieu of the Annual Meeting.

Section 3. Election. Any person eligible to vote at any meeting at which an election is properly held may nominate any person eligible to serve as a Director and may place his own name in nomination. Directors shall be elected by a plurality in interest of those members present in person or by proxy, and voting shall continue until three (3) Directors have been elected. An individual elected a Director shall become qualified as such upon filing with the Secretary or if there is no Secretary, with any Director, whether or not such Secretary or Director's term is then expiring, a written acceptance, signed by such individual. Such acceptance shall be filed within twenty-one (21) days after the date of his election, and the failure of any elected individual so to file shall create a vacancy in the Board of Directors.

Section 4. Vacancies. In the event that any one or more Directors shall become incapacitated, resign, be removed from office or for any other reason cease or fail to serve as such, any remaining Director may call a Special Meeting of the Association, as herein provided, for the purpose of electing a Successor Director or Successor Directors, as the case may be, or the remaining Directors may choose to leave the position or positions vacant until the next Annual Meeting; provided however, that a Special Meeting for the purpose of electing Directors to fill the unexpired terms of the Director or Directors, as the case may be, thus failing or ceasing to serve, shall be called by any Director at the written application of a majority in interest of the Apartment Owners. If no Director remains, any Apartment Owner may call a Special Meeting for the purpose of filling the vacancies then existing on the Board of Directors, and the person calling said Special Meeting shall preside thereat.

Section 5. Death, Incapacity, Resignation and Removal. Any Director may resign by written certificate signed by him and delivered to the Secretary or if there is no Secretary then serving or the resigning Director is himself Secretary, to any other Director, said resignation to be effective upon delivery. Upon receipt of such resignation, the Secretary or Director receiving the same shall cause it to be filed with the Minutes of the Association. Any Director may be removed from office with or without cause by a majority in interest of the Apartment Owners at a Special Meeting of the Association called for such purpose, in which event the Apartment Owners may then proceed to nominate and elect a Successor Director as hereinabove provided.

Upon the death or incapacity of any Director, the remaining Director or Directors shall file with the Minutes of the Association a certificate signed by them setting forth the fact of such death or incapacity.

Upon the resignation, death, incapacity or removal of any Director, and in the case of resignation, death or incapacity, upon the filing of the requisite certificate with the Minutes of the Association, the title, power and authority of the outgoing Director shall cease, without necessity of deed or other instrument. Upon such resignation, death, incapacity or removal and/or the filling of any vacancy created thereby, title to any property belonging to the Association shall vest in the remaining or Succeeding Director or Directors, as the case may be, without the necessity of any deed or other instrument; provided however, that if, at any time, there shall be no remaining Director, the Association shall continue and shall hold title to said property, which shall thereafter vest in Succeeding Directors as herein provided. Any Director elected to fill a vacancy shall have all the powers and duties of a Director and shall serve until the next Annual Meeting and until his Successor Director is chosen and qualified.

## ARTICLE IV

Directors: Meetings, Selection of Officers

Section 1. Regular Meetings. Regular meetings of the Directors may be held at any time and place within or without the State of Vermont, as the Directors may fix from time to time and, when so fixed, notice thereof is not required but is permitted. A regular meeting of the Directors shall be held without notice immediately after and at the place as the Annual Meeting of this Association, or a Special Meeting held in lieu thereof. Notice of any regular meeting, if required or permitted, shall be given in the manner provided in Section 2 of this Article IV.

Section 2. Special Meetings. Special Meetings of the Directors may be held at such times and places as shall be named in the call which may be made by the Director designated President on his own initiative, and shall be made by said Director as the written request of any other Director. In the case of his death, absence, incapacity or refusal, any Director may make such call. A written, printed or telegraphic notice, stating the day, place and hour thereof, shall be given by the Director designated as Secretary or in the case of his death, absence, incapacity or refusal, by any Director at least ninety-six (96) hours before such meeting to each Director by leaving such notice with him or at his residence or usual place of business or by mailing it postage prepaid or by prepaid telegram addressed to him at his last address as appearing in the records of the Association. Notwithstanding the absence of notice herein required, any meeting of the Directors shall be a legal meeting if the Director or Directors failing to receive the same shall by writing filed with the Minutes of the meeting waive such notice before or after such meeting or attend such meeting without objecting to the sufficiency of notice.

Section 3. Quorum, Action at Meeting. All of the Directors at any time hereinafter holding office shall constitute a quorum. The decision of any question shall be by two-thirds (2/3) majority in number of such Directors unless otherwise required by law, provided, that if fewer than three (3) Directors shall at any time hold office, decisions shall be unanimous.

Section 4. Action without Meeting. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing, and the written consents are filed with the Minutes of the Board of Directors. Such consents shall be treated, for all purposes as a vote at a meeting.

Section 5. Officers. The Directors shall, at their first meeting following the Annual Meeting of the Association, elect from among their number a President, a Treasurer and a Secretary. In addition to such other duties as may now or hereafter be assigned to their respective offices by these By-Laws, the Declaration of Condominium or by law, the duties of the officers shall be as follows:

a. The President, when present, shall preside over the meetings of the Board of Directors and of the Association.

b. The Treasurer shall have, under the supervision of the Board of Directors, the care and custody of the funds and securities of the Association which may come into his possession, shall maintain accurate books of account as required in Article VII of these By-Laws and shall have such other powers and duties as are normally incident to the office of Treasurer. Some or all of the duties of the Treasurer may be delegated to a Manager pursuant to Article V of these By-Laws.

c. The Secretary shall attend all meetings of the Directors and of the Association and record the proceedings thereat in Minutes; Books kept for that purpose.

Section 6. Records and By-Laws. The Board of Directors shall keep a complete copy of the By-Laws, including any amendments thereto, any Administrative Rules and Regulations adopted by the Board of Directors, a record of each Apartment Owner and the dates between which each Apartment Owner is an Apartment Owner and such other records as may be required by law or these By-Laws.



The By-Laws, the Minute Book, financial records and vouchers authorizing payment shall be available for inspection by each Apartment Owner and Director during reasonable hours. A written report of receipts and expenditures shall be rendered to each Apartment Owner at least once annually. Records of the receipts and expenditures affecting the Common Areas and Facilities shall specify and itemize the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred.

#### ARTICLE V.

##### Directors: Powers and Duties

Section 1. General. Except as otherwise provided or required herein, in the Declaration or the By-Laws, the Directors shall have (a) full control over the Common Areas and Facilities (b) all such rights, powers and obligations enumerated in the Act or arising by implication therefrom necessary to the proper management and regulation of the Property, and (c) those rights, powers and obligations set forth in the Declaration, these By-Laws and any Administrative Rules and Regulations adopted by the Board of Directors hereunder, not inconsistent with the foregoing.

Section 2. Appointment of Managers; Employees, etc. Without limitation on the generality of the foregoing, the Board of Directors shall have power to contract with, employ, elect, remove from office, or dismiss any attorneys, managers, accountants, agents and employees. A Director may be so employed, elected or appointed, but his removal from such office shall not constitute removal as a Director. Such attorneys, Managers, agents and employees shall have such duties and powers as shall from time to time be designated by the Board of Directors, including, if so designated, the power to incur expenses and to make disbursements. No Director shall be liable for any act or neglect of any agent, manager, accountant, attorney or other person contracted with, appointed, employed or designated unless such act or neglect is also a willful breach on the part of the Director.

Section 3. Bank Accounts, Control of Litigation, Further Powers. In addition to the aforesaid powers and duties and subject thereto, the Board of Directors shall have the right and power (A) to open bank accounts with any licensed banking institution in the State of Vermont and to make withdrawals therefrom for any purpose of the Association on the signature of all Directors then serving, or of the Treasurer or Manager, if any, for the limited purposes set forth in Section 2 of Article VI, (b) to maintain, repair and improve the Common Areas and Facilities as that term is defined in the Declaration, pursuant to the provisions of the Act, the Declaration and these By-Laws, (c) to collect, sue for, receive and give acquittances for all sums of money due to the Association, (d) to settle and compromise any claim at any time made by or against the Association, (e) to submit any such claim to arbitration, and (f) with specific approval of the Apartment Owners expressed at an Annual Meeting or at a Special Meeting called for that purpose to take any and all further action which may be necessary or desirable to further the purposes of this Association, including, without limitation, the borrowing of money and giving security therefor to the extent permitted by law, subject to the provisions of the Act, the Declaration and these By-Laws.

#### ARTICLE VI

##### Maintenance, Repair and Replacement of Common Areas and Facilities, Method and Approval of Vouchers

Section 1. Maintenance, Repair and Replacement. The Association of Apartment Owners, acting through the Board of Directors, or a Manager appointed by the Board of Directors, shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities and the Limited Common Areas and Facilities and for the Association's share of the maintenance, repair and replacement of roads, open land and common utilities serving the condominium. The expenses of such maintenance, repair and replacement and the amount of such share shall be charged to the Apartment Owners according to their respective percentages of undivided interest in the Common Areas and Facilities and the Limited Common Areas and Facilities. The Board of Directors or Manager, as the case may be, shall contract for or perform maintenance and repair of the Common Areas and Facilities and the Limited Common Areas and Facilities and shall maintain the same in such manner as they shall determine to be proper, to the end that the Buildings and all of the Common Areas and Facilities and the Limited Common Areas and Facilities shall at all times be structurally sound and maintained in a clean and orderly condition; but this provision shall not relieve any Apartment Owner from liability to reimburse the Board of Directors for the cost of any repair or replacement made necessary by his actions or omissions or those of his agents, lessees or invitees or any other liability which the Board of Directors may incur by reason of the conduct of any Apartment Owner, his agents, lessees or invitees.

Section 2. Approval of Vouchers. The Treasurer, or a Manager, if any, and if such power has been delegated to said Manager, may, subject to the provisions of Section 18 of the Declaration approve vouchers for payment of expenses incurred by the Association in connection with the maintenance, repair and replacement of the Common and Limited Common Areas and Facilities and for such purposes withdrawals may be made from any bank account of the Association not otherwise limited as to use, on the signature of said Treasurer or Manager. All other vouchers shall be approved, and withdrawals made by the Board of Directors; provided, however, that the signature of any person appearing on the records of the Association to be the Treasurer or a Manager to whom power has been delegated to approve vouchers and make withdrawals for the purposes herein set forth shall be conclusive as to the authority of the person so signing, as to any person relying in good faith on such signature.

#### ARTICLE VII

##### Assessments of Common Expenses

Section 1. Estimate of Requirements. The Board of Directors shall, on January 1 of each year or as soon thereafter as is practical, determine the estimated cash requirements, as hereinafter defined, for the next ensuing calendar year and shall at any time and from time to time thereafter be entitled to assess upon each Apartment Owner all or part of his respective share of such estimated cash requirements for such calendar year. Each Apartment Owner shall be given notice thereof, but failure to give such notice shall not affect the validity of any such assessment. Estimated cash requirements shall include, but shall not be limited to, all estimated expenses and outlays of the Association for such year growing out of or connected with the ownership, maintenance, repair, replacement and operation of the Common Areas and Facilities and Limited Common Areas and Facilities, including items enumerated in the Act, charged or assessed to the Association, the Association's share of maintenance, repair and replacement of roads, open land, and common utilities serving the condominium, and water charges against the several Units, electricity provided to the Common and Limited Common Areas and Facilities, which shall be separately metered, insurance premiums, operating expenses, legal and accounting fees, management fees, alterations, expenses and liabilities incurred for administrative purposes, the payment of any deficit remaining from a previous period, the creation and replenishment of a reserve fund in accordance herewith and expenses for other purposes within the Association's powers. If, at the end of such calendar year, there shall be an excess of such funds over the actual cash disbursements for such calendar year, such excess shall be applied against the assessment for the next ensuing year. If, at such time there shall be a deficiency, such deficiency shall be added to the assessment for the next calendar year. The Apartment Owners at any time at a meeting called for the purpose of a two-third (2/3) vote in interest of the Apartment Owners may authorize the Association to make assessments in addition to the annual assessment.

Section 2. Liability of Apartment Owner. Each Apartment Owner and each of the record Owners in the event