

NORDLAND VILLA CONDOMINIUM ASSOCIATION

BYLAWS

(As Amended September 1983 & November 1985.)

ARTICLE I

Plan of Unit Ownership

Section 1.01. Applicability. These By-Laws 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 Unit owner and all those entitled to occupy an Apartment Unit 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 therein without definition shall have the meanings specified in the Declaration of the Nordland Villa Condominium to which these By-Laws 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

Nordland Villa Condominium Association

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

For all purposes the Association shall act merely as an agent for the Unit 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 by the Declaration. Except as to those matters which the Act specifically requires 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.) At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners. 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 Unit Owners as may be designated by the Association.

Section 2.04. Special Meetings. Any Director may, and the President shall, call a special meeting of the Association upon a petition signed and presented to the Secretary (a) by Apartment Unit owners with not less than a majority of the Class A votes in the Association or (b) by the owner of the Commercial Space Unit. 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 shall mail to each unit owner a notice of the place, date, hour and purpose or purposes of each special meeting of the Unit owners. The notice shall be mailed not less than 7 days nor more than 40 days before the date of such meeting. No such notice shall be required for the annual meeting of the Association.

(b) Any Unit 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 a Unit 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 Unit 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, Unit owners of each class of members having a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

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

Section 2.08. Quorum. At all regular and special meetings of the Association 20% or more of the members entitled to vote who are represented in person or by proxy shall constitute a quorum for the transaction of such business as is set forth in the notice of the meeting, and 25%

or more of the members entitled to vote who are represented in person or by proxy shall constitute a quorum for the transaction of business not set forth in the notice of the meeting.
(Amended November 1985)

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 By-Laws, the Declaration or the Act.

Section 2.10. Action Without Meeting. Any action by the owner required or permitted to be taken at any meeting may be taken without a meeting if all of the Unit 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 Unit 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, two of whom shall be Apartment Unit owners or spouses of Apartment Unit owners; the third director shall be designated by the owner of the Commercial Space Unit. An officer or agent of a corporate Unit owner or general partner of a partnership or the beneficiary of a trust shall be deemed to be the Unit owner for this purpose.

Section 3.02. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association 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 Unit owner for the Common Expenses of the Condominium (the "Common Expenses").
- (b) Make assessments against Unit owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit owners and establish the period of the installment payment of the annual assessments for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit 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 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 Unit 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 applicable to Apartment Unit owners and occupants of Apartment Units.
- (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 By-Laws, 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 By-Laws and the Rules and Regulations and act on behalf of the Unit 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 By-Laws, 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 Unit owners of individual Units or otherwise provided for in Article V of these By-Laws.
- (l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit 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 Unit 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 Unit owner. The cost of such audit shall be a Common Expense.

(m) Notify a mortgagee of any default hereunder or pursuant to the Declaration by an Apartment Unit owner of the Apartment Unit 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 of the votes of each class of Unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to borrow any sum in excess of Ten Thousand Dollars.

(o) Acquire, hold and dispose of Apartment Units 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. At the first annual meeting of the Association, the term of office of each member of the Board of Directors shall be fixed at three (3) years with the term of (1) one 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 members of the Board of Directors elected by the Apartment Unit owners may be removed with or without cause by a Majority of the Apartment Unit 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 Unit owners 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 Unit.

Section 3.06. Vacancies. Vacancies in the Board of Directors among Directors elected by the Apartment Unit Owners (caused by any reason other than the removal of a Directors 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 Directors 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. Every agreement made by the officers the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of 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 Unit owner), and that each Unit 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 Unit owner of any Unit, 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 Unit owner for the 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. (Amended September 1983.) The principal officers of the Association shall be the president, the secretary and the treasurer, all of whom shall be elected 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, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. All other officers shall be Apartment Unit owners.

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 Director 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 generally

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 Unit owners and others shall be delivered; and, in general, perform all the duties incident to the office of secretary.

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.

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 any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand Dollars or less, except from reserve accounts, may 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 Unit 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, the Board of Directors shall adopt a budget for the Association (~~←Amended November 1985~~) 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 Units 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, the 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 Unit owners of all related services.

(ii) Such budget 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 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 November 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 Unit owner in proportion to his respective Common Element interest.

(d) Reserves. The Board of Directors shall include in the budget and 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 a Unit 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 Unit owner shall continue to pay each installment at the 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 November 1985*)

Section 5.02. Payment of Common Expenses. Each Unit owner shall pay the Common Expenses assessed by the Board of Directors. No Unit 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 Unit. Prior to or at the time of any conveyance of an Apartment Unit by an Apartment Unit owner, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of an Apartment Unit shall be jointly and severally liable with the selling Apartment Unit 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 Unit 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 Unit 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 Unit 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 a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale, shall take the Unit free from any claims for unpaid assessments or charges against such Unit which become due or accrue prior to acquisition of title to such Unit by the mortgagee or purchaser.

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 Unit 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 assessments or installment.

Section 5.04.

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

(b) Statement of Default. The Board of Directors shall promptly notify any mortgagee of any Unit, upon request, of any default in the performance of the Unit owner of any obligation pursuant to the Declaration, the By-Laws and the rules and regulations, which is not cured within 60 days.

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 as insured (for the use and benefit of the Unit Owners and mortgagees) 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 Apartment Units and the

Commercial Space Unit but not including the furniture, furnishings and their personal property of the Unit owners therein), together with the service machinery, apparatus, equipment and installations located in the Building, and existing for the provision of central services or for common use, in an amount not less than one hundred percent (100%) 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, so-called, or the equivalent) against (1) loss or damage by fire or other hazards covered by the extended coverage endorsement, together with coverage for the payment of Common Expenses with respect to damaged Units 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 (x) 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 Unit mortgagee and (y) 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 Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Directors to all Unit 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 Unit 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 \$100,000 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 against dishonest acts on the part of the Directors, officers, Managing Agent, employees or volunteers responsible for handling funds belonging to or administered by the Association in an amount sufficient to provide protection and in no event less than one and one-half times the amount of the Association's estimated annual operating expenses and reserves.

(e) Fidelity insurance against dishonest acts on the part of the Directors, officers, Managing Agent, employees or volunteers responsible for handling funds belonging to or administered by the Association in an amount sufficient to provide protection and in no event less than one and one-half times the amount of the Association's estimated annual operating expenses and reserves.

Such master policies shall contain (1) waivers of subrogation as to any claims against the Association, the Directors 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 Unit owners as hereinafter permitted, if available at premiums reasonably satisfactory to the Board of Directors.

Section 5.06. Lien for assessments. The total annual assessments of each Unit 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 of such Unit 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. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than a majority of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit owner) of all of the Common Elements and for the Association's share of the maintenance, repair and replacement of roads, open land and utilities serving the Condominium.

(b) By the Unit Owner. Each Unit owner shall keep his Unit 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 Unit. In addition, each Unit owner shall be responsible for all damage to any other Units 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 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 Unit and the Common Elements shall be occupied and used as follows:

(1) No Apartment Unit 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 Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for settlement of sales of Apartment Units.

(2) Nothing shall be done or kept in any Apartment 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 Unit owner shall permit anything to be done or kept in his Apartment Unit 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 Unit owner 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 Unit owner shall obstruct any of the Common Elements nor shall any Apartment Unit 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 for Apartment Unit owners or occupants of Apartment Units, 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) 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.

(6) 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 Unit 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 Unit 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 Unit owner and the owner of the Commercial Space Unit 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.

(7) 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 by any Apartment Unit owner without the prior written approval of the Board of Directors.

(b) Each Apartment Unit 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 Unit 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 Apartment Unit owner upon request.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Amendment. These By-Laws may be amended by vote of at least 67 percent, by number, of the votes of each class of members.

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 a 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 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 By-Laws or the intent of any provision thereof.

Section 6.04. Gender. The use of the masculine gender in these By-Laws 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 By-Laws to be executed and attested by its President on behalf of the Association, this 24th day of November, 1980.

Witness:

NORDLAND VILLA CONDOMINIUM ASSOCIATION

BY: Stanley W. Snider, President

Francis X. Quinn

Richard Brutti

STATE OF MASSACHUSETTS
MIDDLESEX 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 the Nordland Villa Condominium Association, this 24th day of November, 1980.

Before me,

Irene F. Barney
Notary Public