

DECLARATION
OF
NORDLAND VILLA CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.01. Submission of Property; Creation. Stanmar, Inc., a Massachusetts corporation having a place of business in Sudbury, Middlesex County, Massachusetts (the "Declarant"), owner in fee simple of the lands described in Exhibit D, located in the Town of Cambridge, County of Lamolille and State of Vermont (the "Land"), hereby submits the Land, together with all easements, rights and appurtenances thereto (the "Property"), to the provisions of Chapter 15 of Title 27 of the Vermont Statutes Annotated, known as the Vermont Condominium Ownership Act (the "Act"), and hereby creates with respect to the Property a condominium, to be known as Nordland Villa Condominium (the "Condominium").

Section 1.02. Definitions. Each capitalized term used herein without definition shall have the meanings specified in the By-laws of the Nordland Villa Condominium Association (the "Association") attached as Exhibit C (the "By-laws"), as it may be amended from time to time, or as provided in the Act.

ARTICLE II

BUILDING ON THE LAND; UNIT BOUNDARIES AND DESCRIPTIONS.

Section 2.01. Number and Location of Building. The location of the Building on the Land is depicted on Exhibit A.

Section 2.02. Description of Building. The Building is a combination of steel, wood, precast concrete and masonry construction on a concrete and masonry foundation. The ground, or basement, floor is slab on grade. The main, or first, floor is slab on grade or precast concrete plank. The second floor is precast concrete plank and the loft floor is wood framing. The exterior of the Building is covered with vertical and diagonal wood boarding with wood trim, and the roof is covered with asphalt shingles.

The ground floor contains the Commercial Space Unit; it is contemplated that the Commercial Space Unit will be used for commercial purposes. In addition to the Commercial Space Unit, the ground floor also contains the laundry room and general storage rooms; all of the ground floor level are Common Elements except the Commercial Space Unit.

There are 15 Apartment Units on the main floor and 16 Apartment Units on the second floor; each second floor Apartment Unit is benefited by a loft. Both the main and second floors also have a trash compactor room and maids' closets in addition to corridor space. There are balconies on the second floor level, and the Apartment Units on the first floor are serviced by wood decks.

Section 2.03. Description of Units; Allocation. The location of all Units within the Building is shown on the "Plans" attached as Exhibits A and B. There are two types of Units in the Building: Apartment Units, of which there are 31, and the Commercial Space Unit; together, the Apartment Units and the Commercial Space Unit are referred to as "Units". The plans set forth, as to each Unit, its layout, location, Unit number and dimensions. See Exhibits A and B. The Commercial Space Unit is located in the basement level. Exhibit E is a list of all Units, the identifying number of each Apartment Unit, the value of the Property and each Unit and the percentage of undivided interest in the Common Areas and Facilities (the "Common Elements") including voting, allocated to each Unit. The location of the Common Elements to which each Unit has direct access are shown on Exhibit A; balconies, terraces, and fences, if any, shown adjacent to any Unit are Limited Common Areas and Facilities ("Limited Common Elements") appurtenant to such Unit.

Book 62
Pg. 259

for Record of Amendment See Bk 72, Page 588

Section 2.04. Unit Boundaries. Each Unit consists of the space within the following boundaries:

(a) upper and lower (horizontal) boundaries:

The upper and lower boundaries of the Apartments shall be the following boundaries extended to an intersection with the vertical (perimetric) Boundaries:

(i) upper boundary: The horizontal plane of the bottom surface of the precast concrete planks on the first floor for the Commercial Space Unit, the bottom surface of the precast concrete planks on the second floor for Apartment Units on the main floor, and the bottom chords of the roof trusses on the loft floor for the second level Apartment Units.

(ii) lower boundary: The horizontal plane of the top surface of the subflooring.

(b) vertical (perimetric) boundaries: The vertical boundaries of the Units shall be the vertical plane which includes the outermost surface of the wall studs or strapping bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

(c) if any chute, fire duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of any Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of the Common Elements is a part of the Common Elements. Subject to the foregoing, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(d) any shutters, awnings, windowboxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows, equipment storage areas, closets or other fixtures or improvements designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

ARTICLE III

COMMON AREAS AND FACILITIES

Section 3.01. Limited Common Elements. A Limited Common Element is a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units.

Section 3.02. Common Areas and Facilities. The Common Elements are all the Property depicted on Exhibits A and B except Apartment Units, the Commercial Space Unit and Limited Common Elements. The Common Elements shall remain undivided and shall be devoted to the common use and enjoyment of all Unit owners. No Unit owner nor any other person shall maintain any action for partition or division thereof, unless the Property has been removed from the provisions of this Declaration pursuant to the Act. Each Unit owner may use the respective Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Unit owners. The Common Elements include, without limitation, the following:

(a) the Land described in Exhibit D, including the real estate upon which the Building and other improvements are located, together with the benefit of, and subject to, all rights, easements, restrictions and agreements recorded in the Land Records of the Town of Cambridge;

(b) all portions of the building, except those portions identified as Apartment Units, and Limited Common Elements; and the Commercial Space Unit; and

(c) all improvements other than the Building and Limited Common Elements.

ARTICLE IV

USE RESTRICTIONS

Section 4.01. Apartment Units. (a) Each Apartment Unit shall be used solely for residential purposes and no trade or business of any kind may be carried on therein; (the lease, establishment of Interval Shares in an Apartment Unit or the rental of any Apartment Unit for residential purposes shall not be considered to be carrying on of a trade or business).

(b) The Declarant reserves the right to use or maintain any Apartment Unit as sales office, management office or model until such time as the Declarant conveys the title thereto.

Section 4.02. Commercial Space Unit. The Commercial Space Unit is intended and shall be primarily used for commercial purposes and for professional and business offices.

Section 4.03. Alterations. No improvement or alteration to any Apartment Unit may be made which would impair the structural integrity or mechanical systems or lessen the support of any portion of the Land or the Building. Without the prior consent of the Association, the appearance of the Common Elements or the exterior appearance of any Apartment Unit or the Building may not be changed. No Apartment Unit may be subdivided or converted into two or more Units.

Section 4.04. Interval Shares. Prior to its sale thereof, the Declarant may commit an apartment to Interval Shares upon the recording of a declaration thereof with the Town Clerk of the Town of Cambridge. For the purposes of this Declaration, an Interval Share means an estate in land (a) conferring the exclusive right to occupancy and possession of the Apartment Unit during a finite number of separated time periods of fixed duration, together with a vested estate in fee simple in the remainder interest in the Apartment Unit or (b) in fee simple coupled with the exclusive right to occupy and possess the Apartment Unit during a potentially infinite number of separated time periods of fixed duration. An Interval Share is not created by a mere contractual right to exclusive occupancy and possession for any separated time period. For the purposes of this Declaration, "Apartment Unit Owner" shall mean, as to an Apartment Unit committed to Interval Shares, all of the owners of Interval Shares.

Section 4.05. Interference with Others. No Apartment Unit shall be used or maintained in a manner which shall interfere with the comfort or convenience of occupants of other Apartment Units or the provisions of the By-laws.

ARTICLE V

EASEMENTS

Section 5.01. Easement for Access. Each Unit owner is hereby granted an easement, in common with each other Unit owner, in all Common Elements, for ingress to and egress from, utility service for, and support, maintenance

and repair of each Unit, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Section 5.02. Easement for Encroachment. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, an easement for the encroachment shall exist.

Section 5.03. Easement for Completion. The Declarant hereby reserves an easement through the Common Elements for the purpose of completing improvements described in this Declaration or to make improvements described in this Declaration or to make improvements in the Condominium and to erect and remove signs advertising the Condominiums.

Section 5.04. Upkeep of Condominium. The Association shall be responsible for maintenance, repair and replacement of the Common Elements and each Unit owner shall be responsible for the maintenance, repair and replacement of his Unit. Each Unit owner shall afford to the Association and the other Unit owners, and to their agents or employees, access across his Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit owner responsible for the damage, or the Association, if it is responsible, shall promptly repair such damage.

Section 5.05. Roads, Open Lands; Utilities. The Association shall share in the expense and cost of maintenance, repair and replacement of the roads, open lands and utilities serving the Condominium located within The Village at Smugglers' Notch on a pro rata basis with others having the right of use or enjoyment of such facilities.

ARTICLE VI

DAMAGE OR DESTRUCTION

Section 6.01. Common Elements. Any portion of the Common Elements which is damaged or destroyed shall be promptly repaired or replaced by the Association unless

(a) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or

(b) the Condominium is terminated.

Section 6.02. Units. (a) If any portion of the Building in which a Unit is located shall be damaged or destroyed, the damaged portion shall be promptly repaired or replaced by the Association unless (i) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (ii) 80 percent of the Unit owners, including the owner of a Unit and the owner of any Limited Common Element which will not be rebuilt, vote not to rebuild, or (iii) the Condominium is terminated.

(b) In the event that the damage or destruction is limited to the interior of a Unit or a Limited Common Element, then the owner of the Unit or Limited Common Element, as the case may be, shall promptly repair or replace the damaged portion.

Section 6.03. Insurance. The Association shall maintain, to the extent available, property insurance on the Common Elements and Units, exclusive of betterments and improvements installed in Units by Unit owners, insuring against all risks of direct physical loss commonly insured against and comprehensive general liability insurance, all in such amounts as the Association shall determine from time to time. Any loss covered by insurance shall be adjusted by the Association which shall hold the proceeds in trust for the Unit owners and lien holders as their interests may appear; in the event of repair or replacement, the proceeds shall be disbursed first for repair or replacement. The cost of repair or replacement in excess of insurance proceeds and reserves, if any, shall be a Common Expense.

ARTICLE VII

CONDEMNATION

Section 7.01. Common Elements. If any portion of the Common Elements is taken by condemnation, the Condominium shall not terminate unless 80 percent of the Unit Owners so vote. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements before the condemnation, but the portion of an award attributable to the acquisition of a Limited Common Element shall be divided equally among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 7.02. Units. Upon acquisition by condemnation of any Unit or such a part of a Unit that the Unit owner is left with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, that Unit's entire Common Element interest shall be reallocated to the remaining Units in proportion to the respective interests of those Units prior to condemnation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. The Common Element interest of a Unit prior to condemnation, and any remnant of a Unit remaining after part of a Unit is taken, thereafter shall be a Common Element.

ARTICLE VIII

THE ASSOCIATION

Section 8.01. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed by its By-laws, as it may be amended from time to time.

Section 8.02. Membership. The membership of the Association shall at all times consist exclusively of all the Unit owners or, following termination of the Condominium, of all former Unit owners. All of the Apartment Unit owners shall be Class A members, and the owner of the Commercial Space Unit shall be the Class B member.

Section 8.03. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or appropriate to manage the business and affairs of the Condominium.

ARTICLE IX

AMENDMENTS

Section 9.01. Generally. Except as otherwise provided in Section 9.04, this Declaration may be amended only by vote or agreement of at least 75 percent of the votes, by number, of each class of Unit owners. Every amendment shall be prepared, executed, recorded and certified by the Association and shall be effective only when recorded in the Land Records of the Town of Cambridge.

Section 9.02. Individual's Consent. No amendment which alters the dimensions of any Unit or which alters the percentage of the Common Element interest to which any Unit is entitled shall be valid unless the same has been signed by the Unit owner so affected.

Section 9.03. Statutory Compliance. No instrument of amendment which alters this Declaration in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be valid.

Section 9.04. Amendment by Declarant. Notwithstanding the provisions of Section 9.01, this Declaration may be amended by the Declarant, without the consent of any other

Unit owner (a) prior to the sale by the Declarant of 50 percent of the Apartment Units, or (b) in order to comply with any provision of law; and any such amendment, upon execution and certification by the Declarant and recording by the Town Clerk of the Town of Cambridge, shall be effective upon recording.

ARTICLE X

MISCELLANEOUS

Section 10.1 Invalidity. If any provisions of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provisions, and to this end the provisions of this Declaration are severable.

Section 10.02. Waiver. No provision of this Declaration shall be deemed to have been waived by reason of any failure to enforce, regardless of the occurrence of violations or breaches from time to time.

Section 10.03. Headings. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 10.04. Right of First Refusal. No Apartment Unit may be conveyed, sold or leased to any person on any terms unless at least 45 days prior to such conveyance the Apartment Unit shall have been offered to the Declarant, its successors or assigns on the same terms and conditions and the Declarant shall not have accepted such offer within 15 days after its receipt. Notice shall be in writing, addressed to the Declarant and shall include the name and address of the offeror, the date of the offer and the amount and terms thereof. Acceptance or waiver by the Declarant shall be in writing in form satisfactory for recording in the Land Records of the Town of Cambridge. The foregoing shall not apply to a mortgagee of record of a Unit or to foreclosure sales or deeds in lieu of foreclosure if a mortgagee becomes the owner of a Unit at a foreclosure sale.

Section 10.05. Termination. This Declaration, as it may be amended from time to time, may be terminated as provided by law.

Section 10.06. Agent. The person who shall receive service of process as required by the Act is Robert T. McGrath and his place of business is The Village at Smugglers' Notch, Cambridge, Vermont.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its President and duly authorized agent this 24th day of November, 1980.

WITNESSES: STANMAR, INC.

Patricia V. Quinn

Stanley W. Snider, President

Richard Brutti

STATE OF MASSACHUSETTS
MIDDLESEX COUNTY, SS.

Personally appeared Stanley Snider 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 Stanmar, Inc. this 24th day of November, 1980.

Before me,

Irene F. Barney
Notary Public (SEAL)

NORDLAND VILLA CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I

Plan of Unit Ownership

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

Section 1.02. Compliance. Every Unit owner and all those entitled to occupy an Apartment Unit shall comply with these Bylaws.

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

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

ARTICLE II

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 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 be held on the 30 day of September of each year, unless such date shall occur on a Saturday or Sunday or holiday, in which event the meeting shall be held on the next succeeding day. 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. Except as otherwise provided in the Bylaws, the presence in person or by proxy of Unit owners of 50 percent or more of the votes of each class of members shall constitute a quorum at all meetings of the Association.

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

Section 2.10. Action Without Meeting. Any action by the owners required or permitted to be taken at any meeting may be taken without a meeting if all of the 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 assessment 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 Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the 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 Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the 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 Bylaws, pay the premiums therefor and adjust and settle any claim thereunder.

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

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium 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 Bylaws, 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 Bylaws 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 one member of the Board of Directors shall be fixed at three years, the term of office of one member shall be fixed at two years and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have elected by the Association.

Section 3.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting of the Apartment Unit 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 director by a vote of the Association) shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association.

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

Section 3.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such a meeting shall be held at least following each meeting of the Association without notice. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 3.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 3.10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present, shall constitute the decision of the Board of Directors.

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

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

Section 3.14. Liability of the Board of Directors, Officers, Unit Owners and Association. (a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws. 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 owners), 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 loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IV

OFFICERS

Section 4.01. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an 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 Directors and shall hold office at the pleasure of the Board of Directors.

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

Section 4.04. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president 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 fifteenth day of August for each following year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the 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 general operating reserve and reserves for contingencies and replacements. On or before the next succeeding fifteenth day of December the Board of Directors shall send to each Unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit owner's assessment for the Common Expenses of the Association.

(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 monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

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 assessment 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 Bylaws 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 other 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 cancelled 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 as the Directors shall determine to be appropriate and such other insurance as may from time to time be required by law.

(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 agents and employees, and against the Unit owners and their respective employees, agents and guests, (2) waivers of any defense based on the conduct of any insureds, if available at premiums reasonably satisfactory to the Board of Directors and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual 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 assessment 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, 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 original construction and installation and shall be of firstclass 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 Bylaws 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 Bylaws 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 Bylaws or the intent of any provision thereof.

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

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed and attested by its President on behalf of the Association, this 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 (Seal)
Notary Public

EXHIBIT D

THE LAND

Being a piece or parcel of land, with the building, structures and improvements thereon, located on the northerly side of Woodrun Road, so-called, in The Village at Smuggler's Notch in Cambridge, Vermont, and being all of Lot AA-11 as shown and set forth on a plan of land entitled

Plan of Revised Lot AA-11
in the Core Area of
The Village at Smugglers' Notch
Cambridge, Vermont

prepared by JPR Associates, dated March, 1980, recorded in Volume 4, Page 62 of the Map Records of the Town of Cambridge.

Said piece or parcel of land is more particularly described as follows:

Beginning at a point on the southwesterly sideline of Woodrun Road to the northeasterly corner of Lot AA-10 (Slopeside); thence S79°55'00"E 148.24 feet along the southwesterly sideline of Woodrun Road to a point; thence by a curve to the left a radius of 296.80 feet, a length of 44.75 feet along the southerly sideline of Woodrun Road to a point, which is approximately 38 feet northerly of the northwest corner of the existing pump house; thence S1°26'40"W 39.76 feet; thence S35°09'30"E 40.76 feet to a point, at land of Madonna Village, Inc.; thence S20°20'50"W 25.72 feet to an iron rod; thence S45°13'30"W 181.00 feet; thence N44°46'30"W 15.00 feet along lands of Stanmar, Inc. to the southeasterly corner of Lot AA-10 (Slopeside); thence N5°39'10"W 119.94 feet; thence S84°20'50"W 40.43 feet; thence N5°39'40"W 129.78 feet to the point of beginning.

Reference is made to (a) a deed of Madonna Village, Inc., dated September 18, 1973, to the Smugglers' Notch Corporation, recorded in Volume 49, Page 369 of the Land Records of the Town of Cambridge, (b) a deed of Madonna Village, Inc., dated September 18, 1973, to Stanmar, Inc., recorded in Volume 49, Page 365 of the Land Records of the Town of Cambridge; (c) a confirmatory deed of Madonna Village, Inc., dated November 14, 1973, to Stanmar, Inc. and (d) a deed of The Smugglers' Notch Corporation, dated October 31, 1974, to Stanmar, Inc., recorded in Volume 49, Page 492A of the Land Records of the Town of Cambridge.

EXHIBIT E

ALLOCATION OF VALUE AND PERCENTAGE INTERESTS

<u>UNIT NUMBER</u>	<u>VALUE</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST</u>
N-1	\$54,900	2.819
N-2	54,900	2.819
N-3	54,900	2.819
N-4	54,900	2.819
N-5	54,900	2.819
N-6	54,900	2.819
N-7	54,900	2.819
N-8	54,900	2.819
N-9	54,900	2.819
N-10	56,900	2.922
N-11	56,900	2.922
N-12	56,900	2.922
N-13	56,900	2.922
N-14	56,900	2.922
N-15	56,900	2.922
N-16	67,900	3.487
N-17	67,900	3.487
N-18	67,900	3.487
N-19	67,900	3.487
N-20	67,900	3.487
N-21	67,900	3.487
N-22	67,900	3.487
N-23	67,900	3.487
N-24	67,900	3.487
N-25	67,900	3.487
N-26	67,900	3.487
N-27	67,900	3.487
N-28	67,900	3.487
N-29	67,900	3.487
N-30	67,900	3.487
N-31	67,900	3.487
<u>Commercial Space</u>	<u>\$25,000</u>	<u>1.305</u>
32 Units	\$1,946,900	100.000

Cambridge Town Clerk's Office Received For Record December 22, A.D. 1980 at 1 o'clock 45 minutes P.M.

Attest:

Paul M. Boston
Town Clerk

AMENDMENTS TO THE BY-LAWS OF THE NORDLAND VILLA CONDOMINIUM

The By-Laws of the Nordland Villa Condominium which are recorded in Volume 62 at Page 266 et seq. of the Land Records of the Town of Cambridge as previously amended by amendment of record in Volume 69 at Page 5 of the Land Records of the Town of Cambridge are amended to provide as follows:

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

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

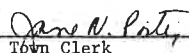
Article V Section 5.01 (b) (ii) shall provide as follows: Such budgets shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a reserve fund for general operating reserves, replacement and contingencies. From time to time as the Board may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

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

Dated this 28th day of October, 1985.


Duly Authorized Director of the
Nordland Villa Condominium Association

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

Attest: 
Town Clerk

Book 72

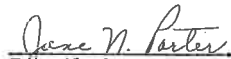
AMENDMENT TO NORDLAND VILLA CONDOMINIUM DECLARATION

In accordance with the vote of the Nordland Villa Condominium Association the Declaration of Nordland Villa Condominium is hereby ammended to add the following:

Section 3.03. All else in this Declaration notwithstanding, portions of the Land may be leased by the Board of Directors to Smugglers' Notch Food and Beverage Co., Inc. for the installation and maintenance of a hot tub as the Directors may deem most appropriate.


Duly Authorized Director of
Nordland Villa Condominium

Cambridge Town Clerk's Office Received for Record September 19 A.D. 1986 at
9 o'clock 40 minutes A.M.

Attest: 
Town Clerk

The By-Laws of the Nordland Villa Condominium which are recorded in Volume 62 at Pages 266 et seq. of the Land Records of the Town of Cambridge were amended by vote of the Condominium Association on the 3rd day of July, 1983 as follows:

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

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

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

Otherwise the Condominium By-Laws remain unchanged.

Dated this 16th day of September, 1983.

Joan L. Wolff
Duly Authorized Director of
The Nordland Villa Condominium
Association

AMENDMENT TO THE BY-LAWS OF THE RIVERSIDE CONDOMINIUM

The By-Laws of the Riverside Condominium which are recorded in Volume 47 at Pages 256 et seq. of the Land Records of the Town of Cambridge were amended by vote of the Condominium Association on the 3rd day of July, 1983 as follows:

Article III Section 2 is amended to provide that the term of office of each member of the Board of Directors shall be fixed at three (3) years, with the term of one Director ending each year.

Article II Section 2 of the By-Laws is amended to provide that the Annual Meeting of the Association shall take place within one (1) day of the Annual Meeting of the Smugglers' Notch Homeowners' Association, Inc.

Otherwise the Condominium By-Laws remain unchanged.

Dated this 15th day of September, 1983.

David E. Kirk
Duly Authorized Director
of The Riverside Condominium
Association