

**AMENDED and RESTATED
DECLARATION
of
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC
Stowe, Vermont**

APPENDIX "C"

BY - LAWS

ARTICLE I. PLAN OF UNIT OWNERSHIP

Section 1.01. Applicability. These By-Laws provide for the governance of the Condominium. The property, located in Stowe, 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 Stowe.

All present and future Owners, Mortgagees, Lessees and Occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration and its amendments, these By-Laws and Rules and Regulations made pursuant hereto, and any amendment to these By-Laws upon the same being passed and duly set forth in an amended Declaration, duly recorded.

Section 1.02. Compliance. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws (and any Rules and Regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

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 Lodge Condominiums to which the By-Laws are attached, as it may be mended from time to time (the "Declaration") or as provided in the Vermont Condominium Ownership Act (the "Act").

ARTICLE II THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION

Section 2.01. Composition. The Association shall consist of all of the 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 specifies 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 meeting of the Association shall be held on such day as the Board of Directors may decide. At such annual meeting, the Board of Directors shall be elected by vote of the Unit Owners.

Section 2.03. Place of Meeting. 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 Board of Directors.

Section 2.04. Special Meetings. Special Meetings of the Unit Owners be called by the President, the Board of Directors, or upon a Petition signed and presented to the Secretary by Unit Owners with not less than twenty-five percent (25%) of the aggregate votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.05. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of the place, date, hour and purpose or purposes of each annual or regularly scheduled meeting of the Unit Owners. The notice shall be given not less than ten (10) days nor more than forty (40) days before the date of each meeting.

Section 2.06. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners having a majority of the votes are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) 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 Areas and Facilities interest assigned to his Unit in the Declaration. At any duly convened meeting of the Association at which a quorum is present, a majority of the votes present in person or by proxy shall be required to adopt decisions of the Association, except where a greater number may be required by the Declaration, By-Laws or Condominium Act. Any specified percentage of the Unit Owners means the Unit Owners with such votes in the aggregate.

Section 2.08. Quorum. Except as otherwise provided in the By-Laws, the presence in person or by proxy of Unit Owners of twenty percent (20%) or more of the votes shall constitute a quorum at all meetings of the Association.

Section 2.09. Regular and Special Meetings. Special Meetings of the Board of Directors may be called by the President or Secretary upon the request of at least two Directors. Notice of said meeting to be given by mail, telegraph, telephone, e-mail, fax or other electronic means to each Director. These meetings may held either in person within or without the State of Vermont or by telephone conference.

Notice of each meeting shall be given no less than ten (10) days and no more than fifty (50) days prior to each warned meeting.

Section 2.10. Conduct of Meetings. The President shall preside over a meeting 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.

Section 2.11. Officers of the Association. The officers of the Association of Owners shall be a President, Vice-President, Secretary and Treasurer the offices of Secretary and Treasurer may, by vote of the Association of Owners at any annual meeting, be combined as one office. After the initial sale of the units the President and Vice-President shall be Owners of Units and the President must be a member of the Board of Directors. Officers shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subject to fidelity bond coverage in favor of the Association of Owners, cost of said bond to be borne by the Association of Owners.

(A) President. The President shall preside at all meetings of the Association of Owners and of the Board of Directors, and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees

(B) Vice-President. The Vice-President shall perform the functions of the President in the absence or inability of the President.

(C) Secretary. The Secretary or his designee from the Manager's office employed by the Association shall keep the minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

(D) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of income and expense payments to the authorized Manager employed by the Association.

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 at least five (5) persons, but not more than seven (7) all of whom shall be Unit Owners or spouses of Unit Owners.

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 advance in equal quarterly installments, each such quarterly installment to be due and payable in advance on the first day of January, April, July and October in each year.

(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 Areas and Facilities and provide services for the Property and, where appropriate provide for the compensation for 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 Project, and create and amend the Rules and Regulations of the Condominium.

(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 an eminent domain proceeding.

(J) Obtain and carry insurance against casualties and liabilities, as provided in these By-Laws, pay the premiums thereof or 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 IV 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 specifying the expenses

of maintenance and repair of the Common Areas and Facilities 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 a Unit Owner. The cost of such audit shall be a Common Expense.

(M) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding ninety (90) 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 Areas and Facilities, *provided, however*, that the consent of at least two-thirds in number and in Common Areas and Facilities interest of all 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 Twenty Thousand Dollars (\$20,000).

(O) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecation's are included in the budget adopted by the Association.

(P) In its sole discretion, designate from time to time certain Common Areas and Facilities as Reserved Common Areas and Facilities and impose such restrictions and conditions on the use thereof, as the Board of Directors deems appropriate.

(Q) 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.

(R) Convey, lease, mortgage or otherwise transfer or assign all or any portion of the Common Areas and Facilities, to terminate the undivided percentage interest of Unit Owners in Common Areas and Facilities so transferred and any Mortgages encumbering those undivided percentage interest, and to grant Mortgages of the Common Areas and Facilities having priority over Mortgages encumbering the undivided percentage interest of the Unit Owners, subject, however, to the agreement of persons entitled to case at least 80 percent of the votes in the Association, and the consent of holders of first Mortgages on at least 80 percent of the Units that are subject to Mortgages on the date the foregoing agreement is recorded, in accordance with the procedure established in Section 3-112 of the Vermont Uniform Common Interest Ownership Act (27A V.S.A. 3-112) or any successor thereto, and to authorize officers of the Association or other individuals by duly adopted resolution to execute contracts, deeds, mortgages, tax returns and other agreements and transfer and security document on behalf of the Association in connection with such transfer or assignment.

Section 3.03. Managing Agent. Declarant reserves the right to appoint its Managing Agent for the Condominiums at a compensation to be established by the Board of Directors, to act as Manager of

the project for a period of three (3) years from the date hereof. Subsequent to the date three years from the late hereof, the Board of Directors shall then have the right to employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors. In the absence of any appointment, the President of the Association of Unit Owners shall act as Manager.

Section 3.04. Election and Term of Office. Each Director shall be elected to serve a three-year term. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the 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 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 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. Initial Directors, Corporate. The Directors who served prior to incorporation of the company shall serve out their prior terms.

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 meetings shall be held at least twice during each fiscal year. Notice of each meeting shall be given no less than ten (10) days and no more than fifty (50) days prior to each warned meeting.

Section 3.09. Regular and Special Meetings. Regular and Special meetings of the Board of Directors may be called by the President, or Secretary upon request of at least two Directors, notice of said meeting to be given to each Director. These meetings are to be held either in person within or without the State of Vermont or by telephone conference call.

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 a Director.

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

Section 3.14. Liability of the Board of Directors. Officers. Unit Owners and Association.

(A) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these By-Laws. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provided that the officer, 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 Owners liability thereunder shall be limited to the total liability thereunder multiplied by his Common Areas and Facilities 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 persons 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 Areas and Facilities 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 Areas and Facilities. 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

Areas and Facilities 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.**

Section 3.15. Maintenance. Repair and Replacement of Common Areas and Facilities It shall be the responsibility of the Board of Directors to determine questions relating to the maintenance, repair and replacement of all Common Areas and Facilities. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure of Fifty Thousand Dollars (\$50,000) or more without the consent of at least two-thirds (2/3rds) in number and in Common Areas and Facilities interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws.

ARTICLE IV. OPERATION OF THE CONDOMINIUM

Section 4.01. 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 November, for each following year, the Board of Directors shall propose 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 Areas and Facilities and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, this Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. 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. The quarterly assessment shall be billed in accordance with the estimated budget until the homeowner approval of the budget.

(ii). On or before the first day of December, the Board of Directors shall send to each Unit Owner a copy of the estimated budget for the following year in a reasonably itemized form. The estimated budget shall set forth the amount of the Common Expenses and any special assessment then known payable by each Unit Owner. Such budget shall be presented at the next homeowners meeting for approval and shall constitute the basis for determining each Unit Owners assessment for the Common Expenses of the Association.

Section 4.02. Assessment and Payment of Common Expenses.

(A) The total amount of the estimated funds required from assessments for the operation of the Condominium set forth in the budget proposed by the Board of Directors and approved by the homeowners shall be assessed against each Unit Owner in proportion to his respective Common Areas and Facilities interest as follows:

(B) The Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportion unless otherwise provided herein.

(C) Each Owner shall be obligated to pay assessments due in equal quarterly installments on or before the first day of January, April, July and October in each year, or in such other reasonable manner as the Board of Directors shall designate;

(D) The common Expense Fund may also include such amounts as the Board of Directors may deem proper general working capital, for a general operating reserve, for a reserve fund for replacements and major maintenance and to make up for any deficit in the Common Expenses for any prior year;

(E) All funds collected hereunder shall be expended for the purposes designated herein;

(F) The omission by the Board of Directors before the expiration of any year to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration and By-Laws or a release of the Owners from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expense. By waiver of the use or enjoyment of any of the common Areas and Facilities or by abandonment of his Unit; and

(G) The Manager or Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by Owners or their duly authorized representative at convenient hours of weekdays.

Section 4.03. Default in Payment of Assessments.

(A) Each common expense assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. The Board of Directors shall have the right to impose a reasonable late charge for any payment of common expenses and/or

special assessment payments. The following procedure will apply to invoicing and payment of any common expense assessment:

(1) Common area fees will be billed quarterly with invoices being mailed to each homeowner thirty (30) days prior to the first day of each quarter.

(2) Invoices for special assessments will be mailed to each homeowner within seven (7) days after the Board of Directors have approved any such special assessment.

(3) Any common area payment not received on or before the first day of the quarter will incur an interest penalty, calculated on a daily basis, based on a 1-1/2 % per month rate until paid. Any special assessment not received within thirty (30) calendar days from the date of the invoice, will incur an interest penalty of 1-1/2% per month until paid.

(4) Thirty (30) days after the first day of the quarter and thirty (30) days from due date of special assessment invoices, the President of the Board of Directors will send any non-paying homeowner a certified letter, return receipt requested, informing the homeowner of the delinquency.

(5) If payment is not received within sixty (60) day from the date of the certified letter, the President will instruct the Association's attorney to commence the lien process, as provided in the By-Laws.

(6) If payment of the quarterly common area fee is not received sixty (60) days after the first day of the quarter, a twenty percent (20%) penalty, based on the amount of the common area fee due will be added to the assessment amount due. The interest penalty, calculated on a daily basis, based on a rate of 1-1/2 % per month, will still be applied from the first day of the quarter on the delinquent quarterly payment and on the twenty percent (20%) penalty payment starting sixty (60) days after the first day of the quarter and will be assessed until all payments are received by the Manager.

(7) The Board of Directors are authorized to defer up to six (6) months the payment of the quarterly common area fee, any special assessment and penalty payment(s) upon a Homeowners request for special consideration due to unusual or specific circumstances beyond the Homeowners control which prohibit timely payment(s). The Homeowner has to request this deferral in writing to the Association's President fifteen (15) days prior to the due date.

Suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing same. The amount of any assessment plus any late charge imposed by the Board of Directors, interest and costs of collection, including reasonable attorney's fees, shall become a lien upon such condominium unit upon recordation in the Stowe Land Records of a notice of Lien authorized by the Board of Directors and signed by one or more members of the Board of Directors, the Association

Manager, or the Association's attorney. Said lien shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- (i) Tax and special assessment liens on the unit in favor of any governmental assessing unit and special district;
- (ii) All sums unpaid on a first mortgage of record on the unit; and
- (iii) Mechanic's lien.

(B) A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the Board of Directors and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrance or prospective encumbrance of a Condominium upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrance holding a lien on a Condominium may pay any unpaid Common Expenses payable with respect to such Condominium for the amounts paid of the same rank as the lien of his encumbrance.

(C) Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages of real property or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

(D) In case of foreclosure, the Owner shall be required to pay a reasonable rental for the Condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Directors or the Manager acting on its behalf shall have the power to buy in the Condominium at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium.

Section 4.04. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rules or regulations adopted by the Board or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws:

(A) To enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(B) To enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any such breach.

Section 4.05. Statement of Common Expenses. The Board of Directors shall promptly provide any 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 such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 4.06. Insurance. The Board of Directors shall obtain and maintain insurance on the Condominium as follows:

(A) A policy or policies of fire insurance with extended coverage endorsements, for the full insurable replacement value of the Units and Common Areas and Facilities and Limited Common Areas and Facilities (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion) payable as provided in Paragraph VI of the Declaration or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for or a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium if any;

(B) A policy or policies insuring the Board of Directors, the Owner and the Manager against any liability to the public or the Owners of Units and of the Common and Limited Common Areas and Facilities, and their invitees, or tenants, incident to the ownership and/or use of the Property, and including the personal liability exposure of the Owners, incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased at its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(C) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

Section 4.07. 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 of all the Common Areas and Facilities (unless, if in the opinion of not less than the majority of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit Owner).

(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 interior 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 Areas and Facilities resulting from his failure to make any of the repairs required by this Section.

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

Section 4.08. Restrictions on Use of Units: Rules and Regulations.

(A) Each Unit and the Common Areas and Facilities shall be occupied and used as follows:

(i) No 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 Unit owned by Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Areas and Facilities for settlement of sales of Units, such use by Declarant subject to the terms and conditions of the Declaration and By-Laws of The Lodge Condominiums and The Lodge Condominium Homeowners Association.

(ii) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities 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 Unit Owner shall permit anything to be done on or kept in his Unit or in the Common Areas and Facilities 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. There shall be no storage of any flammable, noxious or hazardous material in or around any unit. No waste shall be committed in the Common Areas and Facilities.

(iii) 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, resolutions 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 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.

(iv) No Unit Owner shall obstruct any of the Common Areas and Facilities nor shall any Unit Owner store anything upon any of the Common Areas and Facilities (except in those areas designated by approval of the Board of Directors) without the approval of the Board of Directors. Except as specified with one particular Unit, vehicular parking upon the Common Areas and Facilities may be regulated or assigned by the Declarant or the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the prior written consent of the Board of Directors.

(v) The Common Areas and Facilities shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(vi) No Unit Owner shall lease a Unit in the Condominiums without requiring the Lessee to comply with the Declaration, the By-Laws and the Associations Regulations, and providing that failure to comply constitutes a default under the lease.

(vii) No trailers, campers, recreations vehicles, snowmobiles, ATV vehicles, or boats may be parked on the Condominium without written approval of the Board of Directors. No junk or derelict vehicles or other vehicles on which current registration plates are not displayed shall be kept upon any of the Common Areas and Facilities.

(viii) 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 Areas and Facilities, except that the keeping of small, orderly domestic pets (e.g. dogs, cats or caged birds) by Unit Owners only, not to exceed one per 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 Areas and Facilities unless accompanied by an adult and unless carried or leashed. Any 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 Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be

registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

(ix) 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 Areas and Facilities without the prior written approval of the Board of Directors.

(B) Each Unit and the Common Areas and Facilities 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 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 Unit Owner upon request.

ARTICLE V. MISCELLANEOUS

Section 5.01. Amendment. Except as otherwise provided herein and except as prohibited by the Condominium Ownership Act, the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by recorded Owners holding two thirds (2/3) of the total vote hereunder, which amendment shall be effective upon recording. Any amendment altering the percentage of ownership in the common Areas and Facilities or voting rights shall require the approval of one hundred per cent (100%) of the Owners, except as an administrative amendment to adjust the percentage in the event of an approved modification expanding or contracting the size of the unit.

Section 5.02. Special Committees. The Board of Directors by resolution may designate one or more special committees and each committee is to be chaired by a Director, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such Special Committee or Committees designated shall be appointed by the Board of Directors. The Board of Directors may appoint Owners to fill vacancies on each of the said Special Committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 5.03. Rules and Regulations. The Board of Directors shall have the right to adopt and amend rules, regulations, restrictions and requirements governing the details of the operation, use and maintenance of Units, the Common and Limited Common Areas and Facilities as authorized by the Condominium Ownership Act and the Declaration. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

Section 5.04. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of a condominium

property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

Section 5.05. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceable of any one provision or portion hereof shall not affect the validity or enforcement ability of any other provision hereof.

Section 5.06. 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:

(A) If to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary; or

(B) If no such address is designated, at the address of the Unit of such Unit Owner; or

(C) 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 5.07. 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 5.08. 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.

Section 5.09. Effective Date. These By-Laws shall take effect upon recording.

**AMENDED and RESTATED
DECLARATION**

of

THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC

Stowe, Vermont

This Declaration (and Appendices attached hereto and made a part hereof) is made and executed in the Town of Stowe, County of Lamoille, State of Vermont, this 18th day of July, 2005 by THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION INC a successor to MT. MANSFIELD COMPANY, INC. a Vermont corporation hereinafter called "Declarant", for itself, its successors, grantees and assigns, pursuant to the provisions of the Vermont Condominium Ownership Act (VSA Title 27. Sections 1301-1329), hereinafter referred to as the "Condominium Ownership Act".

I. NAME OF THE CONDOMINIUM PROPERTY

The name by which this condominium property shall be known is:

THE LODGE CONDOMINIUMS.

II. DEFINITIONS

Certain terms as used in this Declaration (and in the By-Laws attached hereto as Appendix C) shall be defined as follows, unless the context clearly indicates a different meaning therefor:

A. "Association of Owners" shall mean "Association of Apartment Owners" as defined under the Condominium Ownership Act, and means all of the Unit Owners acting as a non-profit association in accordance with this Declaration and By-Laws.

B. "Board of Directors" shall mean the governing body of the Property, elected pursuant to Article III of the By-Laws.

C. "Common Areas and Facilities" are as defined in the Condominium Ownership Act and are more fully described in Subparagraph D of Paragraph III hereof.

D. "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed against the owners by the Association of Owners;
- (2) Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities;
- (3) Expenses agreed upon as Common Expenses by the Association of Owners;
- (4) Expenses declared Common Expenses by the provisions of the Condominium Ownership Act or by this Declaration or the By-Laws.

E. "Common Profits" means the balance of all income, profits and other revenues from the Common Areas and Facilities remaining after the deduction of the Common Expenses.

F. "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Areas and Facilities and ownership of a separate interest in a Unit.

G. "Declarant" shall mean The Lodge Condominium Homeowners Association, Inc., a Vermont corporation, which has made and executed this Declaration.

H. "Declaration" shall mean this instrument by which the Property is made subject to the Condominium Ownership Act and shall include the By-Laws of the Association of Owners.

I. "Limited Common Areas and Facilities" are as defined in the Condominium Ownership Act and more fully described in Subparagraph K of Paragraph III hereof.

J. "Manager" shall mean the person or firm designated by the Board of Directors to manage the affairs of the Property.

K. "Mortgage" shall mean a Deed of Trust as well as a Mortgage.

L. "Mortgagee" shall mean a beneficiary under or holder of a Deed of Trust as well as a Mortgage.

M. "Owner" means "Apartment Owner" as defined under the Condominium Ownership Act and shall mean the person owning a Unit in fee simple absolute and an undivided interest in the fee simple estate of the Common Areas and Facilities in the percentage specified and established in this Declaration.

N. "Person" shall mean any natural person, firm, partnership, corporation, or co-tenants or tenants in common.

O. "Plans" shall mean the lot plan and floor plans of The Lodge Condominiums, filed for record herewith by Declarant.

P. "Property" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums (and fully described in Appendix A attached hereto), including the land, buildings, and all improvements and structures thereon, all owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith.

Q. "Record", "recorded" or "recording" shall mean to file of record with the Office of the Clerk of the Town of Stowe, Vermont.

R. "Unit" shall mean "apartment" as defined in the Condominium Ownership Act and shall mean those parts of the Property which are not owned in common with the Owners of other Condominiums in the Property and shall include one or more rooms or enclosed spaces located on one or more floors in a building, and with a direct exit to a Common Area leading to a street or highway. The boundary lines of each Unit are shown particularly in the Plans. The boundary lines of each Unit

are the interior surfaces of its perimeter walls, including the interior surfaces of windows and window frames, doors and doorframes, trim, and the interior surfaces of the lowermost floors, uppermost ceilings and bearing walls. Each Unit includes both the portions of the structure within such boundary lines and the space so encompassed

S. "Unit Number" means the number, letter or combination thereof designating the Unit in Appendix B of the Declaration, and the Plans.

III. DETAILED DESCRIPTION

A. Description of Land. The Land on which The Lodge Condominiums are located is that certain tract or parcel of land in the Town of Stowe, County of Lamoille, State of Vermont, more particularly described in Appendix A included herein and made a part hereof.

B. Description of Buildings. The Lodge Condominiums shall consist of thirty-four (34) condominium units clustered together in three (3) separate buildings. Said buildings are three (3) stories in height and are constructed principally of wood and masonry materials.

C. Description of Units. The number, location, approximate area and number of rooms in each Unit are as set forth in Appendix B attached hereto and in the Plans incorporated herewith by reference. The immediate Common Area to which each Unit has access is the corresponding entrance way to each Unit as more particularly shown in the Plans.

D. Description of Common Areas and Facilities. "Common Areas and Facilities" shall mean all land and all other portions of the Property as set forth in Appendix A not contained within any Unit and also includes, but not by way of limitation, roofs, foundations, pipes, duct flues, chutes, conduits, wires and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, regardless of location; walkways, gardens, parking areas, recreational areas and facilities, including adult swimming pool and two all weather surface tennis courts, which are now or hereafter may be contained within the Condominium Property; all installations of power, lights, gas, heating oil, hot and cold water existing for common use, all devices or installations existing for common uses and all other elements of the Property rationally of common use or necessary to its existence, upkeep and safety.

E. Description of Limited Common Areas and Facilities. "Limited Common Areas and Facilities" shall mean all balconies, porches, patios and decks, specified parking spaces and enclosed storage areas, adjacent to or associated with one particular Unit and intended for use with that particular Unit or several particular Units. All areas, which do not fall within the above definition of Limited Common Areas and Facilities or of the Unit itself, shall be deemed to be part of the Common Areas and Facilities, as set forth in Sub-Paragraph D above.

F. Value of the Property and Each Unit. The value of the Property and each Unit and the percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Owner for all purposes, including voting, is set forth in Appendix B attached hereto and made a part hereof as if herein set forth in full.

IV. STATEMENT OF PURPOSES, USE AND RESTRICTIONS

The Units, Common Areas and Facilities, and Limited Common Areas and Facilities, shall be occupied and used as follows:

A. An Owner shall not occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than for the personal use for dwelling purposes by the Owner and Owner's family or the Owner's guests, Owner's Lessees, or as part of a resort condominium rental operation.

B. No commercial business other than the operation of a resort condominium rental operation shall be allowed within the buildings.

C. There shall be no obstruction of the Common Areas and Facilities. Except in the case of designated storage areas, nothing shall be stored in the Common Areas and Facilities without the prior consent of the Board of Directors.

D. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will increase the rate of insurance on said Common or Limited Common Areas and Facilities without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common or Limited Common Areas and Facilities which will result in the cancellation of insurance of any Unit or any part of the Common or Limited Common Areas and Facilities, or which would be in violation of any law. No waste will be committed of the Common or Limited Common Areas and Facilities.

E. No signs of any kind shall be displayed to the public view or from any Unit or from the Common or Limited Common Areas and Facilities without the prior consent of the Board of Directors, provided, however, that this provision shall not apply to signs placed by Manager of The Lodge Condominiums and necessary to the rental operation.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common or Limited Common Areas and Facilities, except that dogs, cats or other household pets may be kept in the Units, subject to rules and regulations adopted by the Board of Directors.

G. No noxious or offensive activity shall be carried on in any Unit, in the Common or Limited Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

H. Nothing shall be altered or constructed in or removed from the Common or Limited Common Areas and Facilities, except upon the written consent of the Board of Directors.

I. There shall be no violation of rules for the use of the Common or Limited Common Areas and Facilities adopted by the Board of Directors and furnished in writing to the Owners and the Board of Directors is authorized to adopt such rules.

J. None of the rights and obligations of the Owners created herein, or by the Deeds conveying the Condominium Units, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement

an encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the negligent conduct of said Owner or Owners.

K. The Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the Common and Limited Common Areas and Facilities and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, sale and operation of the Condominiums, the operation of the Property as a resort condominium rental facility, and of other subsequent projects of the overall development of which the Property is a part.

V. AGENT FOR SERVICE OF PROCESS

The name and address of the person in Stowe, Lamoille County, Vermont the service of notice of process in matters pertaining to the Property provided under the Condominium Ownership Act is:

The current Property Manager
P.O. Box 914
Stowe, Vermont 05672

unless changed hereafter by the Board of Directors, in which case the person to receive service of notice of process shall be the person residing in Lamoille County designated by the Board of Directors, as listed in an affidavit recorded by the Board of Directors.

VI. VOTING REQUIREMENTS IN THE EVENT OF DAMAGE OR DESTRUCTION

A. In the event that any building and/or other improvements on the Property are damaged or destroyed by fire or other casualty or disaster, such buildings and/or improvements shall be promptly repaired restored or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each Unit and the Common and Limited Common Areas and Facilities, having the same vertical and horizontal boundaries as set forth in the Plans. Such repairs, restoration or reconstruction shall be paid for out of any insurance proceeds received on account of the damage or destruction; provided, however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Expense. Such repairs, restoration or reconstruction shall be accomplished by the Association of Owners acting through the Board of Directors. Proceeds of insurance policies received by the Board of Directors as insurance trustee shall be used first, to pay all the expenses of the insurance trustee, and second, to pay for reconstruction and repair.

B. Notwithstanding the foregoing, in the event that buildings containing three-fourths (75%) or more of the Units are destroyed or substantially damaged and if the insurance proceeds are not sufficient to repair, restore or reconstruct the buildings, the Board of Directors shall within ninety (90) days after such destruction take a vote of all Unit Owners to determine if the Owners desire that the buildings be repaired, restored or reconstructed. If a majority of Owners vote to repair or restore the buildings, the Board of Directors shall direct the repair or restoration of the buildings using the proceeds of insurance, if any, on the buildings for that purpose and the Owners shall be liable for assessment of any deficiency. If a majority of the Owners vote not to repair or restore the buildings, the Board of Directors shall record a notice setting forth such facts, and upon the recording of such notice:

- (1) The Property shall be deemed to be owned in common by the Owners;
- (2) The undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in Common Areas and Facilities;
- (3) Any liens affecting any of the Condominiums shall be considered to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Property; and
- (4) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Areas and Facilities, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Property owned by each Owner.

VII. TERMINATION OR DISSOLUTION

A. The Property may be removed from the provisions of the Condominium Ownership Act if:

- (1) The Owners by an affirmative vote of all (100%) of the voting power at a meeting of the Association of Owners, duly called for such purposes, elect so to do, and
- (2) If the holders of all liens affecting any of the Condominiums consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest of the Owner in the Common Areas and Facilities.

B. Upon a proper vote to sell the Property, such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

C. Upon removal of the Property from the Condominium Ownership Act, the Property shall be considered to be owned in common by the Owners. The undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Areas and Facilities.

VIII. BY-LAWS

The By-Laws are set forth in Appendix C hereof.

IX. PERCENTAGE OF UNDIVIDED OWNERSHIP INTEREST

A. The percentage of undivided ownership interest shall be determinative of each Unit Owner's relationship to the ownership and operation of the Condominium, including but not limited to:

- (1) The weight of each Unit Owner's vote on all matters affecting the Condominium;
- (2) The allocation of Common Expenses, special assessments, and of common profits, if any;
- (3) Each Unit Owner's share of Common Areas and Facilities in the event of dissolution of the Condominium;
- (4) Each Unit Owner's share in the proceeds from the sale of the Property as a whole or in the event of condemnation, or from insurance moneys in the event reconstruction is not authorized.

B. The percentage of undivided ownership interest applicable to each Unit shall not be altered without the unanimous consent of all the Unit Owners and mortgagee, affected, nor shall the said undivided interest be alienated or hypothecated separate from the Unit to which it is appurtenant.

X. MT. MANSFIELD COMPANY'S RESERVATION OF RIGHTS - SALES AND SALES OFFICE

Mt. Mansfield Company, as the original Declarant reserves the right, notwithstanding anything herein to the contrary, to sell, lease, or rent Units owned by Mt. Mansfield Company to any person approved by Mt. Mansfield Company. Mt. Mansfield Company shall have the right to maintain a sales office on the Condominium Property to maintain model units, to erect signs, and to show units. Any temporary sales office, signs, and sales equipment shall not be deemed Common Areas and Facilities, but shall remain the property of Mt. Mansfield Company.

XI. VOTING

At any meeting of the Association of Owners, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast a number of votes in behalf of his Unit or Units corresponding with the percentage of ownership in the Common Areas and Facilities as shown in Appendix B, attached hereto and incorporated herein by reference thereto. If there is more than one record Owner with respect to any one Unit, any or all of such persons may attend any meeting of the Association, but it shall be necessary for those record Owners present to act unanimously with respect to the vote pertaining to the Unit. Declarant shall be entitled to vote with respect to any completed Unit owned by Declarant.

XII. NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by mail, email, fax or other electronic means. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the U.S. Postal Service First Class Mail, postage prepaid, addressed to each such person at the address

given by such person to the Board of Directors or Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Board of Directors or Manager. Such address may be changed from time to time by notice in writing to the Board of Directors or the Manager.

XIII. MORTGAGE PROTECTION

Notwithstanding all other provisions hereof:

A. The liens created hereunder upon any Condominium shall be subject to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 4.03 of the By-Laws as set forth in Appendix C herein on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed shall have the same effect and be enforced in the same manner as provided herein.

B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.

C. By subordination agreement executed by a majority of the Board of Directors, the benefits of Subparagraph A and B above may be extended to mortgages not otherwise entitled thereto.

XIV. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER

A. Each Owner shall be entitled to exclusive ownership and possession of his Unit subject to the provisions of The Lodge Condominiums Declaration and By-Laws. Each Owner shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage expressed in Appendix B of this Declaration. The percentage of the undivided interest of each Owner in the Common Areas and Facilities as expressed in Appendix B shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Appendix B duly recorded. The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

B. An Owner shall not be deemed to own the undecorated and/or unfinished parts and surfaces of the perimeter walls, bearing walls, floors, ceilings, windows and doors bounding his Unit, nor shall the Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own only the finished inner surfaces of the walls, floors, ceilings, windows, and doors bounding his Unit.

XV.**OWNER'S OBLIGATION TO REPAIR AND MAINTAIN**

A. Except as may otherwise be provided under any agreement governing The Lodge Condominiums maintenance or management, or except for those portions which the Board of Directors is required to maintain and repair hereunder (if any), each Owner shall at his expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, tiling, waxing, papering or varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair and replacement of any plumbing fixtures, heating units, water heaters, air conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposals, compactors, ranges, range hoods, and any other appliances, fans or carpeting that are located in his Unit or are benefiting his Unit exclusively.

B. The Owner shall also, at his own expense, keep his Limited Common Areas such as balcony, deck, patio and storage area in a clean and sanitary condition. The Board of Directors and Manager shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the balcony, deck, patio, storage area, or Unit.

C. The Owner shall promptly discharge any lien which may hereafter be filed against his Condominium.

XVI.**PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

The Owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to his Unit, or any structural or non-structural alterations, improvement or addition in or to the exterior of the buildings or other Common Areas and Facilities. The Owner shall do no act or any work that will impair the structural soundness or integrity of the buildings or safety of the Property or impair any easement or hereditament without the written consent of all Owners. The Owner shall not paint or decorate any portion of the exterior of the buildings or other Common Areas and Facilities or any portion of any balcony, deck, enclosed courtyard or storage area, without first obtaining written consent of the Board of Directors.

XVII.**ENTRY FOR REPAIRS**

The Association of Owners shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Areas and Facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas and Facilities or to another Unit or Units. Each Unit Owner shall provide the Board of Directors or the Association of Owners' Maintenance Manager, if any designated, a key to each Unit to facilitate the aforementioned inspection, maintenance, repair and replacement of Common Areas and Facilities. It is the Declarant's intention that each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, but that the foregoing provision should provide the Association of Owners with the ability to gain access to all Common Areas and Facilities on a timely basis, to make such inspection, repair, maintenance and replacement as may be deemed necessary by the Board of Directors or its duly appointed Agent.

XVIII. FAILURE OF BOARD OF DIRECTORS TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board of Directors or Manager to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Directors or Manager of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and, no waiver by the Board of Directors or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or Manager.

XIX. LIMITATION OF BOARD OF DIRECTORS' LIABILITY

The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person, or resulting from electricity, water or rain which may leak or flow from outside or from any parts of the buildings, or from any of its pipe., drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Board of Directors. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities or from any action taken to comply with any law, ordinance or orders of a governmental authority.

XX. INDEMNIFICATION OF BOARD OF DIRECTORS' MEMBERS

Each member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Board of Directors.

XXI. INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided in the By-Laws and including insurance for such other risks, of a similar or dissimilar nature, or as are or shall hereafter customarily be covered with respect to other condominium properties similar in construction, design and use which insurance shall be governed by the following provisions:

A. Exclusive authority to adjust losses under policies hereafter in force in the Property shall be vested in the Board of Directors as Insurance Trustee or its authorized representative.

B. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

C. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners, may realize under any insurance policy in which the Board of Directors may have in force on the Property at any particular time.

D. Each Owner shall be required to notify the Board of Directors of, and shall be liable for any increased premium for insurance maintained by the Board of Directors occasioned by, all improvements made by the Owner to his Unit, the value of which is in excess of Two Thousand Dollars (\$2,000.00); each Owner shall bear the risk of loss for all improvements made to his Unit which were not brought to the attention of the Board of Directors and were, therefore, not taken into consideration by the Board of Directors in obtaining the insurance referred to in this Paragraph XXI.

E. Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

F. The Board of Directors shall be required to make every effort to secure insurance policies that will provide the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, the Owners and their respective servants, agents and guests;

(2) That the master policy on the Property cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners:

(3) That the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.

XXII. PARKING

The Property has or will have certain open parking areas. Said areas shall generally be Common Areas and Facilities, except as may be specified with one particular Unit. The Board of Directors is authorized to make such rules and regulations as may be required for the efficient and best use of parking areas.

XXIII. NO PARTITION

There shall be no judicial partition of the Property or any part thereof, nor shall Declarant or any person acquiring any interest in the Property or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraphs VI and VII of this Declaration; provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Condominium.

XXIV. ENFORCEMENT

Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the Administrative Rules and Regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, Administrative Rules and Regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors, or Manager on behalf of the Association of Owners, or in a proper case, by an aggrieved Owner. In any legal action by the Association against an individual owner or owners to enforce the terms of the Declaration, By-Laws or Administrative Rules and Regulations, the Association shall have the right to collect its attorneys fees and costs.

XXV. PERSONAL PROPERTY

The Board of Directors or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Areas and Facilities, and shall not be transferable except with a transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

XXVI. SALE, LEASING OR MORTGAGING OF UNITS

A. Sale: Right of First Refusal. In the event a Unit Owner wishes to accept a bonafide offer to purchase his Unit, the Mt. Mansfield Company, Inc. shall have a fifteen (15) day right of first refusal to purchase said Unit on the same terms and conditions as are proposed by the offeror to be exercised as follows:

(1) The Unit Owner shall submit a copy of the proposed offer to purchase, together with such additional information concerning the proposed purchaser as the Board of Directors may from time to time, by resolution, require.

(2) The Mt. Mansfield Company, Inc. shall have fifteen (15) days from the date the submittal is complete to accept or reject the proposed offer.

(3) In the event the offer is rejected, a certificate of waiver in recordable form shall be executed by the Mt. Mansfield Company, Inc. and such certificate when recorded shall be deemed conclusive evidence of the validity of the waiver of such first right to purchase.

(4) In the event the Mt. Mansfield Company, Inc. elects to purchase the Unit on the same terms as the proposed offer, it shall so notify the Unit Owner and proceed to complete the transaction in accordance with the terms of the proposed offer to purchase.

(5) Mt. Mansfield Company, Inc. reserves the above set forth right of first refusal exclusively to itself until such time as it should elect to relinquish such right. At that time, this right of first refusal shall pass automatically to the Association of Owners.

B. Mortgage. No mortgage shall be placed on a Unit without the prior written consent of the Board of Directors, unless the mortgagee is the Declarant, the seller of the Unit, or a bank trust company, insurance company, pension fund, savings and loan association, or other institutional lender licensed to do business in the State of Vermont.

XXVII. DECLARANT'S RESERVATION OF RIGHTS - AMENITIES

Mt. Mansfield Company, Inc. reserves the right to allow the use of the recreational amenities of the Condominium, including the swimming pool and tennis courts, by the occupants of the "Brook House" so-called and the "Ruschp Residence" (Presidents House) so-called, both being adjacent to the Condominium Property, so long as the said "Brook House" and "Ruschp Residence" are owned by the said Ruschp, Mt. Mansfield Company, Inc. or American International Group or a subsidiary. The use of said recreational amenities is to be subject to a reasonable annual fee to be paid to the Association, the annual fee to be established by the Mt. Mansfield Company, Inc. and the Board of Directors of the Association, and further subject to the Rules and Regulations pertaining to the recreational amenities as established by the Mt. Mansfield Company, Inc. and the Board of Directors.

XXVIII. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XXIX. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or un-enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

XXX. AMENDMENT

Except as otherwise provided herein and except as prohibited by the Condominium Ownership Act, the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by record Owners holding two thirds (2/3) of the total vote hereunder, which amendment shall be effective upon recording. Any amendment altering the percentage of ownership in the common Areas and Facilities or voting rights shall require the approval of one hundred per cent (100%) of the Owners, except as an administrative amendment to adjust the percentage in the event of an approved modification expanding or contracting the size of the unit.

XXXI. CAPTIONS

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

XXXII. LAW CONTROLLING

The Declaration and By-Laws attached hereto shall be construed and controlled by and under the Laws of the State of Vermont.

XXXIII. EFFECTIVE DATE

This Declaration shall take effect upon filing.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 19 day of July, 2005.

THE LODGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC

By: Robert Stewart
Robert Stewart, Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY

At Stowe, in said County, this 19th day of July, 2005, Robert Stewart, duly authorized agent of THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

Before me, Jennifer V. Rowe
Notary Public
My Commission Expires: 02/10/07

THE LODGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC

By: Rudolph Pariser
Rudolph Pariser, Duly Authorized Agent

STATE OF De
New Castle COUNTY

At Wilmington, in said County, this 20 day of July, 2005, Rudolph Pariser, duly authorized agent of THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

Before me, Linda S. Diorio
Notary Public
My Commission Expires: 02/10/07

LINDA S. DIORIO
Notary Public - State of Delaware
My Comm. Expires Nov. 28, 2006

**AMENDED and RESTATED
DECLARATION**

of
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC
Stowe, Vermont

APPENDIX "A"

THE LODGE CONDOMINIUMS

DESCRIPTION OF PROPERTY

BEING part of the lands and premises presently owned by the Mt. Mansfield Company, Inc. of Stowe, Vermont, and being further described as a parcel of land containing 4.512 acres, more or less, said parcel of land lying westerly of Vermont Route #108, known as the Mountain Road, so-called in the Town of Stowe, Vermont and located northerly of the so-called Tollhouse Inn property owned by the Mt. Mansfield Company, Inc., said parcel of land being more particularly described as follows:

Beginning at an iron rod on the southwesterly sideline (assumed) of Vermont Route #108, the Mountain Road, and on the southeasterly side of the driveway to the "Brook House" (this iron rod is approximately 6.2 miles from the Village of Stowe); Thence S 24 deg. 5' E :303.00 feet; thence S 25 deg. 05' E 235.00 feet; thence S 25 deg. 45' E 154.71 feet (the last three courses are along the assumed sideline of Route #108); Thence S 61 deg. 00' W 249.6 feet passing through an iron rod to a 15-inch maple tree; thence N 61 deg. 32' W 94.3 feet to an iron rod. (the last two courses are along land of the Mt. Mansfield Company, Inc.); Thence N 24 deg. 32' 40" W 195.00 feet along land of the American n International Reinsurance Company, Inc. to an iron rod; thence N 27 deg. 11' W 168.98 feet to an iron rod at an 18-inch hemlock tree on the easterly side of the driveway of the "Brook House"; thence N 03 deg. 43' W 194.34 feet to a light post; thence N 12 deg. 34' E 82.35 feet to a light post; thence N 47 deg. 37' E 78.76 feet to a light post; thence N 64 deg. 44' E 115.69 feet to the point of beginning (the last five courses are along land of Mt. Mansfield Company, Inc. and the last four courses are along the easterly and southeasterly side of the driveway of the "Brook House").

As a further aid to this description, refer to a map plan by JPR Associates, Inc., Land Surveyors, Stowe, Vermont entitled "PLAN OF LAND IN STOWE, VERMONT BEING DEDICATED THE LODGE CONDOMINIUMS BY THE MT. MANSFIELD COMPANY, INC.", dated January 1980.

Also included herein is a right-of-way 50 feet in width to be used in common with others, said right-of-way leading from Vermont Route #108, known as the Mountain Road, said right-of-way lying next northerly and westerly of the following described line:

Commencing at an iron rod set on the westerly edge of the assumed right-of-way of Vermont Route #108, said iron rod designating the most northerly corner of the above mentioned parcel of land; thence S 64 deg. 44' W 115.69 feet to a light post; thence S 47 deg. 37' W 78.76 feet to a light post; thence S 12 deg. 34' W 82.35 feet to a light post; thence S 03 deg. 43' E 194.34 feet to an iron rod set at an 18-inch hemlock tree on the easterly side of the driveway of the "Brook House";

together with the obligation to share in the costs of repair and maintenance of said right-of-way and roadways situated thereon.

Also included herein is the right in common with others to take water from a certain water system together with the right to repair and maintain said water system and pipelines, said costs to repair and maintain to be shared equally by the users, said water system and pipelines located northerly of the herein described parcel of land upon adjacent property of the Mt. Mansfield Company, Inc.

Also included herein is the right to use a certain septic and leach facility in common with others together with the right to maintain same, including pipelines, said costs to repair and maintain to be shared equally by the users, said septic and leach facility and pipelines located southerly of the herein described parcel of land upon adjacent property of the Mt. Mansfield Company, Inc.

**AMENDED and RESTATED
DECLARATION
of
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC
Stowe, Vermont**

"Appendix B"

Unit Number	Total Square Feet	Percentage
1	898	2.4391569
2	1506	4.0906128
3	743	2.0181443
4	859	2.3332247
5	624	1.6949153
6	419	1.1380921
7	840	2.2816167
8	992	2.6944807
9	711	1.9312256
10	666	1.8089961
11	861	2.3386571
12	918	2.4934811
14	1520	4.1286397
15	1204	3.2703173
16	1284	3.4876141
17	1204	3.2703173
18	1196.5	3.2499457
19	1196.5	3.2499457
20	1196.5	3.2499457
21	1196.5	3.2499457
22	1196.5	3.2499457
23	1196.5	3.2499457

24	1204	3.2703173
25	1204	3.2703173
26	1204	3.2703173
27	1204	3.2703173
28	1196.5	3.2499457
30	1196.5	3.2499457
31	1196.5	3.2499457
32	1196.5	3.2499457
33	1196.5	3.2499457
34	1196.5	3.2499457
35	1196.5	3.2499457

**NOTICE OF RESOLUTION
ADOPTED AT A MEETING OF
THE LODGE CONDOMINIUM BOARD OF DIRECTORS**

A special meeting of the Board of Directors of The Lodge Condominium Homeowners Association, Inc. was held on ~~September~~ ^{October 9th}, 2010, at Stowe, Vermont. The Board adopted the following resolution:

1. RESOLVED, that the Board of Directors does hereby vote to correct a scrivener's error by omission from Appendix B of the Amended and Restated Declaration of The Lodge Condominium Homeowners Association, Inc., dated July 18, 2005 and recorded in Volume 616, Pages 131-164 of the Town of Stowe Land Records, by inserting Unit 29, with square footage of 1196.5, and having 3.2499457 percentage of ownership in the common elements. The corrected Appendix B is attached hereto, incorporated herein, and hereby incorporated into the Amended and Restated Declaration of The Lodge Condominium Homeowners Association, Inc.

DATED: _____, 2010

Janay 4th

Secretary

**AMENDED and RESTATED
DECLARATION
of
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC
Stowe, Vermont**

"Appendix B"

Unit Number	Total Square Feet	Percentage
1	898	2.4391569
2	1506	4.0906128
3	743	2.0181443
4	859	2.3332247
5	624	1.6949153
6	419	1.1380921
7	840	2.2816167
8	992	2.6944807
9	711	1.9312256
10	666	1.8089961
11	861	2.3386571
12	918	2.4934811
14	1520	4.1286397
15	1204	3.2703173
16	1284	3.4876141
17	1204	3.2703173
18	1196.5	3.2499457
19	1196.5	3.2499457
20	1196.5	3.2499457
21	1196.5	3.2499457
22	1196.5	3.2499457
23	1196.5	3.2499457
24	1204	3.2703173

25	1204	3.2703173
26	1204	3.2703173
27	1204	3.2703173
28	1196.5	3.2499457
29	1196.5	3.2499457
30	1196.5	3.2499457
31	1196.5	3.2499457
32	1196.5	3.2499457
33	1196.5	3.2499457
34	1196.5	3.2499457
35	1196.5	3.2499457

COPY

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION AND BYLAWS OF
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, The Lodge Homeowner's Association, Inc. (hereinafter referred to as "Declarant"), representing the Unit Owners of The Lodge Condominiums, is governed by the terms of the Amended and Restated Declaration of The Lodge Condominium Homeowners Association, Inc., dated July 19, 2005, and recorded in Book 616, Pages 131-164 of the Stowe Land Records (hereinafter referred to as the "Declaration").

WHEREAS, Section XI of the Declaration provides that "At any meeting of the Association Owners, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast a number of votes in behalf of his Unit or Units corresponding with the percentage of ownership in the Common Areas and Facilities as shown in Appendix B, attached hereto and incorporated herein by reference thereto."

WHEREAS, Section XXX of the Declaration provides that "Except as otherwise provided herein and except as prohibited by the Condominium Ownership Act, the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by record Owners holding two thirds (2/3) of the total vote hereunder, which amendment shall be effective upon recording."

ANDWHEREAS, the following amendment to the Bylaws was approved by vote of two thirds (2/3) of Owners, based on the corresponding percentage of ownership in the Common Areas and Facilities as shown in Appendix B of the Declaration at a meeting duly held in accordance with the provisions of the Declaration of The Lodge Homeowners Association, Inc.

NOW, THEREFORE, The Lodge Homeowners Association, Inc. hereby declares:

Section 4.01(B)(ii) of the Bylaws of The Lodge Homeowners Association, Inc. as currently in effect pursuant to the terms of the Declaration shall be amended by inserting the underlined language as follows:

(ii) On or before the first Day of December, the Board of Directors shall send to each Unit Owner a copy of the estimated budget for the following year in a reasonably itemized form. The estimated budget shall set forth the amount of the Common Expenses and any special assessment then known payable by each Unit Owner. Such budget shall be presented and voted upon at the next homeowners meeting, requiring 51% of the

aggregate percentage of ownership in the Common Areas and Facilities as shown in Appendix B of the Declaration for approval, and shall constitute the basis for determining each Unit Owners assessment for the Common Expenses of the Association.

This First Amendment to the Bylaws shall take effect upon recording in the Stowe Land Records.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument on this 22nd day of July, 2009.

IN THE PRESENCE OF:

Mary F. Bellucci

Donna Beck

Witness

THE LODGE HOMEOWNERS
ASSOCIATION, INC.

BY: Stephen H. Alger

Duly Authorized Agent

STATE OF ~~VERMONT~~ NEW YORK
COUNTY OF ~~LAMOILLE~~ NEW YORK

At New York, ~~Vermont~~ New York this 22nd day of July, 2009, personally appeared Stephen H. Alger, duly authorized agent of The Lodge Homeowners Association, Inc., and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of The Lodge Homeowners Association, Inc.

Before me

Donna Beck
Notary Public

My Commission Expires:

DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2010

Stowe, Vt. Record Received
JULY 31, 2009 at 10:55 AM
Alison A. Kalser, Town Clerk

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION AND BYLAWS OF
THE LODGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, The Lodge Homeowner's Association, Inc. (hereinafter referred to as "Declarant"), representing the Unit Owners of The Lodge Condominiums, is governed by the terms of the Amended and Restated Declaration of The Lodge Condominium Homeowners Association, Inc., dated July 19, 2005, and recorded in Book 616, Pages 131-164 of the Stowe Land Records (hereinafter referred to as the "Declaration").

WHEREAS, Section XI of the Declaration provides that "At any meeting of the Association Owners, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast a number of votes in behalf of his Unit or Units corresponding with the percentage of ownership in the Common Areas and Facilities as shown in Appendix B, attached hereto and incorporated herein by reference thereto."

WHEREAS, Section XXX of the Declaration and Section 5.01 of the Amended and Restated Bylaws of the Lodge Condominium Homeowners Association, Inc., which are attached to the Declaration as Exhibit C (hereinafter referred to as the "Bylaws"), provide that "Except as otherwise provided herein and except as prohibited by the Condominium Ownership Act, the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by record Owners holding two thirds (2/3) of the total vote hereunder, which amendment shall be effective upon recording."

AND WHEREAS, the following amendments to the Bylaws were approved by vote of two thirds (2/3) of Owners, based on the corresponding percentage of ownership in the Common Areas and Facilities as shown in Appendix B of the Declaration at a meeting duly held in accordance with the provisions of the Declaration and Bylaws of The Lodge Homeowners Association, Inc.

NOW, THEREFORE, The Lodge Homeowners Association, Inc. hereby declares that the following provisions of the Bylaws shall be amended by inserting or adding the underlined text and deleting or eliminating the stricken text.

- a. Section 2.03 of the Bylaws shall be amended as follows:

Section 2.03. Place of Meeting. 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 Board of Directors. Meetings may be conducted by telephonic, video, or other conferencing process if (i) the meeting notice states the conferencing method and provides information explaining how Unit Owners may participate; and (ii) the method provides all Unit Owners the opportunity to hear or perceive the discussion and to participate as provided for in Section 2.09 below.

- b. Section 2.04 of the Bylaws shall be amended as follows:

Section 2.04. Special Meetings. Special Meetings of the Unit Owners may be called by the President, the Board of Directors, or upon a Petition signed and presented to the Secretary by Unit Owners with not less than twenty-five percent (25%) of the aggregate votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

- c. Section 2.05 of the Bylaws shall be amended as follows:

Section 2.05. Notice of Meetings. The Secretary shall ~~mail~~give to each Unit Owner a notice of each meeting of the Unit Owners which shall state the place, date, hour, and purpose or purposes the agenda of each annual, or regularly scheduled, or special meeting of the Unit Owners. The notice shall be mailed given not less than ten (10) days nor more than forty (40) days before the date of each meeting. No business shall be transacted at any meeting except as stated in the notice.

- d. Section 2.07 of the Bylaws shall be amended as follows:

Section 2.07. Voting. The vote to which each Unit Owner is entitled shall be the Common Areas and Facilities interest assigned to his Unit in the Declaration. At any duly convened meeting of the Association at which a quorum is present, a majority of the votes present in person or by proxy shall be required to adopt decisions of the Association, except where a greater number may be required by the Declaration, By-Laws or Condominium Act. Any specified percentage of the Unit Owners means the Unit Owners with such votes in the aggregate. The Association may conduct a vote without a meeting, provided it (i) notifies the Unit Owners that the vote will be taken by ballot; (ii) delivers a paper or electronic ballot to every Unit Owner entitled to vote on the matter which sets forth each proposed action and provides an opportunity to vote for or against the action; and (iii) states on the ballot the number of responses necessary to meet a quorum, the percent of votes needed for approval, a deadline for submission of ballots to the Association, which shall not be less than three (3) days following delivery of the ballot to the Unit Owners, and (iv) the time, date, and manner by which Unit Owners can provide information to one another concerning the subject matter of the vote.

- e. Section 2.09 of the Bylaws shall be amended as follows

Section 2.09. Regular and Special Meetings. ~~Special Meetings of the Board of Directors may be called by the President or Secretary upon the request of at least two Directors. Notice of said meeting is to be given by mail, telegraph, telephone, e-mail, fax or other electronic means to each Director. These meetings may held either in person within or without the State of Vermont or by telephone conference. Notice of each meeting shall be given no less than ten (10) days and no more than fifty (50) days prior to each warned meeting.~~ **Participation at Meetings.** At each meeting of the Association, the Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Condominium or the Association.

- f. Section 3.02(L) of the Bylaws shall be amended as follows:

(L) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium specifying the expenses of maintenance and repair of the Common Areas and Facilities 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 reviewed annually and audited at least once ~~each~~ every three years by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such reviews and audits shall be a Common Expense.

- g. Section 3.08 of the Bylaws shall be amended as follows:

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 meetings shall be held at least twice during each fiscal year. Notice of each meeting shall be given to each Director and each Unit Owner no less than ten (10) days and no more than fifty (50) days prior to each warned meeting.

- h. Section 3.09 of the Bylaws shall be amended as follows:

Section 3.09. Regular and Special Meetings. ~~Regular and Special meetings of the Board of Directors may be called by the President, or Secretary upon request of at least two Directors, notice of said meeting to be given to each Director and each Unit Owner no less than ten (10) days and no more than fifty (50) days prior. These Special meetings are to be held either in person within or without the State of Vermont, or by telephone~~

conference call, or by such other available means, provided such method meets the requirements of Section 3.13 below. The minimum notice time provided for in this section may be reduced or waived for a meeting called to deal with an emergency.

- i. Section 3.10 of the Bylaws shall be amended as follows:

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.~~

- j. Section 3.13 of the Bylaws shall be amended as follows:

~~**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.~~ **Open Meetings of the Board of Directors.** At each meeting of the Board of Directors, the Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Condominium or the Association. All materials distributed to the Board of Directors prior to or at a meeting shall be made reasonably available to Unit Owners at the same time, with the exception of unapproved minutes or materials to be considered in executive session.

Meetings of the Board of Directors shall be open to Unit Owners except during executive session, which may be entered into only during a properly noticed regular or special meeting, and then only to (i) consult with the Association's attorney concerning legal matters; (ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings; (iii) discuss labor or personnel matters; (iv) discuss or negotiate contracts, leases, or other commercial transactions the public disclosure of which would place the Association at a competitive disadvantage; or (v) to discuss matters that would violate the privacy of any person, as determined by the Board of Directors.

Meetings may be conducted by telephonic, video, or other conferencing process if (i) the meeting notice states the conferencing method and provides information explaining how Unit Owners may participate; and (ii) the method provides all Unit Owners the opportunity to hear or perceive the discussion and to participate as provided for in this Section.

k. Section 4.01(B)(ii) of the Bylaws, previously amended by the First Amendment to The Amended and Restated Declaration and Bylaws of The Lodge Condominium Homeowners Association, Inc. dated July 22, 2009 and recorded at Book 754, Page 337 of the Town of Stowe Land Records, shall be further amended as follows:

(ii) On or before the first day of December, the Board of Directors shall send to each Unit Owner a copy of the estimated budget for the following year in a reasonably itemized form. The estimated budget shall set forth the amount of the Common Expenses and any special assessment then known payable by each Unit Owner. Such budget shall be presented ~~and voted upon~~ for consideration at the next homeowners meeting, which meeting shall be held not less than ten (10) nor more than sixty (60) days after the estimated budget is provided to the Unit Owners. Voting on the estimated budget, requiring 51% of the aggregate percentage of ownership in the Common Areas and Facilities as shown in Appendix B of the Declaration for approval, may take place at the meeting held to review the estimated budget or by ballot, provided the deadline for receipt of ballots shall be not less than five (5) days following the meeting. Once ratified, the budget ~~and~~ shall constitute the basis for determining each Unit Owners assessment for the Common Expenses of the Association.

l. Section 4.02(B) of the Bylaws shall be amended as follows:

(B) The Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportion unless otherwise provided herein, provided the Board of Directors follows the same process for ratification of a budget, set forth in Section 4.01(B)(ii) above, and the Unit Owners do not reject the proposed assessment.

m. A Section 4.09 shall be added to the Bylaws as follows:

4.09. Association Records. The Association shall maintain the following documents relative to its operations: (i) detailed records of receipts and expenditures and other appropriate accounting records; (ii) minutes of all meetings of the Unit Owners and the Board of Directors; (iii) records of all actions taken by the Unit Owners and the Board of Directors without a meeting, if any; (iv) the names and addresses of all current Unit Owners; (v) the names and addresses of all current Directors and Officers; (vi) copies of the original Declaration and Bylaws for the Condominium and the Association, and all amendments thereto; (vii) all financial statements and tax returns for the Association for the past three years; (viii) the most recent Annual Report delivered to the Vermont Secretary of State; (ix) all document necessary to enable the Association to issue a Resale Certificate for the sale of Units; (x) copies of current contracts to which the Association is a party; and (xi) copies of ballots, proxies, and all other records relating to voting on matters of the Association.

n. Section 5.06 of the Bylaws shall be amended as follows:

Section 5.06. 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:~~

(A) ~~If to a Unit Owner, at if delivered personally, or delivered to the mailing (postage prepaid) or electronic mailing address which the Unit Owner shall designate in writing and file with the Secretary or the Property Manager;~~ or

(B) If no such address is designated, at the address of the Unit of such Unit Owner; or

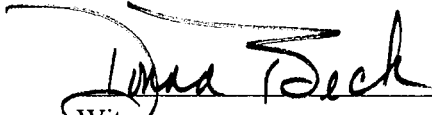
(C) ~~If to the Association or the Board of Directors, if delivered to at the principal office of the Association or at such other address as shall be designated in writing to the Unit Owners pursuant to this Section.~~

This Second Amendment to the Bylaws shall take effect upon recording in the Stowe Land Records.

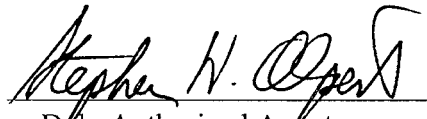
IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument on this 24th day of January, 2012.

IN THE PRESENCE OF:

THE LODGE HOMEOWNERS
ASSOCIATION, INC.



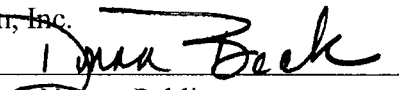
Witness

BY: 

Duly Authorized Agent

STATE OF NEW YORK
COUNTY OF NEW YORK

At New York, New York this 24th day of January, 2012, personally appeared Stephen H. Alpert, duly authorized agent of The Lodge Homeowners Association, Inc., and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of The Lodge Homeowners Association, Inc.

Before me 

Notary Public

Stowe, Vt. Record Received
2.1.2012 at 2:40 P.M.
Alison A. Kaiser, Town Clerk

My Commission Expires: _____

DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2014