

REVISED AND RESTATED BYLAWS
OF
JAY PEAK VILLAGE ASSOCIATION

I. DEFINED TERMS

A. Terms Defined in the Declaration. The Definitions set forth in the declaration of condominium captioned “Jay Peak Village Declaration of Planned Unit Development” dated January 22, 1993 and as recorded in Book 33, Pages 213 - 270 of the Land Records of the Town of Jay, Vermont, as amended (the “Declaration”) are hereby incorporated into and shall be applicable to the terms used in these Bylaws, as if fully set forth herein.

B. Additional Definitions.

“**Act**” means the Vermont Common Interest Ownership Act, 27A V.S.A. §1-101, *et seq.* as amended from time to time.

“**Assessment**” shall have the meaning as set forth in the Declaration and will include Capital Assessments and Operation and Maintenance Assessments as defined below.

“**Association**” means and refers to the Jay Peak Village Association, an unincorporated association, being the same Association as defined in the Declaration.

“**Board**”, “**Board of Directors**”, “**Association Directors**” and “**Directors**” referred to herein and in the Declaration and shall mean and refer to the “**Executive Board**” as referred to in 27A V.S.A. § 1-103 (16).

“**Capital Assessments**” means Assessments against a Unit for capital repairs, replacements, improvements, purchases or expenditures (other than Operation and Maintenance Assessments) approved by the Board of Directors of the Association as part of the Annual Budget of the Association or as a Special Assessment.

“**Capital Expenditures**” means expenditures, other than for administration, management, operation, maintenance, replacement and repair incurred or to be incurred in the ordinary course of the business of the Association, approved by the Board of Directors of the Association as part of the Annual Budget of the Association, or as a Special Assessment, for the development, construction, purchase or acquisition of real or personal property for the improvement, repair or replacement of the Common Areas and Facilities or Limited Common Areas.

“Capital Reserve Fund” means the fund or funds established, from time to time, by the Directors, funded from Capital Assessments, and used by and at the discretion of the Directors, for Capital Expenditures or, at the discretion of the Directors, to fund unexpected or emergency expenditures and/or shortfalls in Operating Expenses, that would not otherwise qualify as Capital Expenditures.

“Common Expenses” or **“Common Expense Liability”** as referred to in the Declaration and the Act shall include Capital Assessments, Capital Expenditures, Operating Expenses and Operating and Maintenance Assessments as these terms are referenced, referred to and applied in these Bylaws.

“Declaration” means the declaration of condominium captioned “Jay Peak Village Declaration of Planned Unit Development” dated January 22, 1993 and as recorded in Book 33, Pages 213 - 270 of the Land Records of the Town of Jay, Vermont, as amended (the “Declaration”).

“Common Areas and Facilities” shall mean and refer to those properties defined as “Common Elements” in the Declaration and shall mean and include the term “Common Elements” as defined in the Act.

“Limited Common Areas” shall mean and refer to those properties and facilities described in the Declaration.

“Meeting” means an Annual, Regularly Scheduled or Special Meeting of the Members or Directors of the Association (as the context requires) that is noticed and held in accordance with these Bylaws.

“Member” shall mean and refer to a Member of the Association as defined in the Declaration.

“Operating Expenses” means those expenses incurred by the Association for usual and customary current operations, administration and obligations of the Association, and for the management, maintenance, repair and replacement of the Common Areas and Facilities.

“Operation and Maintenance Assessments” means Assessments for the costs of administration, management, operation, maintenance, replacement and repair incurred or to be incurred in the ordinary course of the business of the Association (other than Capital Assessments) approved by the Board of Directors of the Association as part of the Annual Budget or as a Special Assessment.

“Ownership Entity” means the Unit Owner that holds title to a Unit in the name of tenants by the entireties, joint tenants with right of survivorship, tenants in common, corporation, general or limited partnership, unincorporated association, limited liability company, trust, estate or other entity or combination of entities.

“Record” when used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Record Owner” means the individual or Ownership Entity of a Unit whose name or names appear on the latest deed of such Unit recorded in the Jay Land Records prior to an action to be taken or a notice to be given in accordance with these Bylaws.

“Registered Agent” shall mean the agent of the Association for the receipt of legal notices and service of process upon the Association.

“Rule” means a policy, guideline, restriction, procedure or regulation of the Association, however denominated, which is not set forth in the Declaration or Bylaws and which governs the conduct of persons or the use or appearance of property.

“Sanctions” means the suspension of rights and privileges of an Owner, including voting, or the imposition of monetary penalties or other actions authorized or permitted by law, the Declaration, these Bylaws or Rules.

“Section” means and refers to the numbered paragraphs and provisions of these Bylaws.

“Unit” means a Unit as defined in the Declaration.

“Unit Owner” or “Owner” means the Owner as defined in the Declaration. The Unit Owner or the Owner is a Member of the Association and are referred to interchangeably in these Bylaws.

II. ASSOCIATION

A. Adoption of Bylaws. The original Bylaws of the Jay Peak Village Association were adopted effective January 22, 1993 and were recorded as part of the Declaration at Book 33, Pages 213 – 270 in the land records of the Town of Jay, Vermont, and shall, except as otherwise expressly provided, govern the administration of the Units, Common Areas and Facilities, and Limited Common Areas and the Association and the conduct and obligations of the Unit Owners, and any and all property now or hereafter made subject to the Declaration.

B. Powers and Duties. The Association shall have all of the powers and duties set forth in the Vermont Common Interest Ownership Act (27A V.S.A. §1-101, *et seq.*, as amended), except as may be limited by the Declaration and these Bylaws, and all of the powers and duties reasonably necessary to operate and manage Jay Peak Village Association as set forth in the Declaration and these Bylaws, as they may be amended from time to time.

C. Address of the Association As of the date of adoption of these Bylaws, the business address of the Association shall be:

General Manager
Jay Peak Village Association
4850 Vermont Route 242
Jay, Vermont 05859

III. GOVERNANCE

A. The Association. The Association, acting by and through the Directors appointed and/or elected in accordance with these Bylaws, and its duly elected officers and its duly appointed agents, shall be responsible for the administration and management of Jay Peak Village in accordance with the Vermont Common Interest Ownership Act, the Declaration and these Bylaws. The Association shall have all powers allowed and granted by the Vermont Common Interest Ownership Act including, without limitation the power to:

Adopt and amend Bylaws and Rules;

Adopt and amend budgets for revenues, expenditures, and reserves under Article IX, may collect assessments for common expenses from unit owners, and may invest funds of the Association.

Collect Assessments from Unit Owners;

Hire and discharge managing agents and other employees, agents and independent contractors;

Initiate, defend or intervene in litigation, arbitration, mediation or administrative proceedings in its name on behalf of itself or two or more unit owners on matters affecting the common interest community;

Make contracts and incur liabilities;

Regulate the use, maintenance, repair, replacement and modification of the Common Areas and Facilities and Limited Common Areas;

Make additional improvements to the Common Areas and Facilities and Limited Common Areas;

Acquire, hold, encumber and convey in its name any right, title, or interest to real estate or personal property, except as provided by 27A V.S.A. §3-112.

Manage, maintain, operate and control the Common Areas and Facilities and Limited Common Areas;

Purchase property insurance on the Common Areas and Facilities and Limited Common Areas and, if otherwise available and appropriate, the Unit;

Purchase liability insurance covering all occurrences commonly insured against for death, bodily injury or property damage arising out of or in connection with the use, ownership or maintenance of the Common Areas and Facilities including the Limited Common Areas or other activities of the Association, and, if otherwise available and appropriate, the Unit;

Grant easements, leases, licenses and concessions through or over the Common Areas and Facilities;

Impose and receive payments, fees or charges for the use, rental or operation of the Common Areas and Facilities and for services to the Unit Owners;

Impose charges for late payment of assessments and, after notice and hearing, reasonable fines for violations of the Declaration, Bylaws and Rules of the Association;

Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates or statements of unpaid assessments and for other services and actions taken on behalf of Unit Owners;

Provide indemnification for its officers and executive board and maintain liability insurance for its officers and directors;

Assign its right to future income, including the right to receive common expense assessments;

Exercise all other powers conferred by the Declaration or these Bylaws, or which is legally provided for similar entities or which is necessary and proper to govern and operate the Association;

Require by Rule that disputes between the Directors and Unit Owners or between two or more Unit Owners regarding Jay Peak Village must be submitted to non-binding alternative dispute resolution in the manner described in the Rule as a prerequisite to commencement of a judicial proceeding;

May suspend any right or privilege of a Unit Owner that fails to pay an Assessment, but may not:

(A) deny a Unit Owner or other occupant access to the owner's unit;

(B) suspend a Unit Owner's right to vote;

(C) prevent a Unit Owner from seeking election as a Director or Officer of the Association; or

(D) withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

Review, approve, adopt and amend an Annual Budget and Supplemental Budget for the Common Areas and Facilities and the Association;

Administer and enforce the Declaration, Bylaws and Rules;

Exercise such other duties, acts and authority as may, in the reasonable judgment of the Board of Directors of the Association, be necessary, appropriate or convenient to the safe, orderly and productive functioning of Jay Peak Village.

B. Administration of the Association. The Association shall be administered by such officers and/or agents as may be elected or appointed by the Directors of the Association in accordance with the Declaration, these Bylaws, and the Vermont Common Interest Ownership Act.

C. Ownership of Property. In the event the Board of Directors of the Association approves the acquisition, construction or development of real or personal property, and/or any obligations or indebtedness for Capital Expenditures in connection therewith, the Association may, subject to these Bylaws:

Acquisition of Property. Acquire title to such property or make such improvements as the Directors determine to be in the interest of the Association.

Formation of Ownership Entities. Form a separate entity as a Vermont profit or non-profit corporation, limited liability company or partnership to hold title to such property or improvements, borrow money for the acquisition, development or construction of such property or improvements.

D. Decisions Requiring Approval by Members. Any contrary provisions of these Bylaws notwithstanding, the following actions by the Association shall only be legal and binding upon the Association and the Members upon approval by the Members voting at an Annual, Regular or Special Meeting of the Association called for such purpose:

Ratification of the Annual Budget. Ratification of the Annual Budget as proposed and adopted by the Board of Directors as provided in Section IX.

Certain Borrowings by the Association.

a) The borrowing by the Association to fund a Capital Expenditure for a single acquisition or improvement, or a series of related acquisitions or improvements, requiring an expenditure of \$50,000 or more shall be subject to approval by a majority vote of a quorum of the Members at a Meeting of the Association.

b) The foregoing notwithstanding, borrowing by the Association to fund Capital Expenditures for a single acquisition or improvement, or a series of related acquisitions for emergency repairs to or replacement of Common Areas and Facilities of \$50,000 or more may be approved by a majority vote of the Board of Directors at an Annual, Regular or Special Meeting called for that purpose, without approval of the Members of the Association.

Mortgage or Pledge of Association Property. The mortgage, pledge or hypothecation of all or substantially all of the property or assets of the Association as security for borrowings by the Association shall be subject to approval of the Members as provided in 27A V.S.A. §3-112.

Pledge of Assessment Authority. The pledge by the Association of its authority to Assess Members for Operation and Maintenance Assessments or Capital Assessments shall be subject to approval by a majority vote of a quorum of the Members at a Meeting of the Association.

Amendments to Bylaws Requiring Approval by Members. Amendment of these Bylaws shall require approval by the Members of the Association as provided in Section XIII.

IV. ASSOCIATION MEMBERS

A. Members. There shall be one class of Members as defined in the Declaration made up of the Unit Owners.

B. Votes. Every Owner shall have the number of votes or voting power equal to his Percentage Interest as set forth in the Declaration.

C. Record Ownership.

Notice of Record Ownership. Any person or other representative of a Unit Owner shall furnish written notice of the acquisition of a Unit to the Secretary of the Association.

Change of Ownership. If the Record Ownership of a Unit changes between the date of Notice and the date of a Meeting for which the Notice was given, it shall be the responsibility of the Unit Owner to notify the Secretary of the Association of the change in ownership.

Absence of Notice. Absent evidence of change of ownership satisfactory to the Secretary given at or prior to the Meeting, the Association shall have the right to rely upon the Record Ownership as of the date of Notice of the Meeting.

Disputed Ownership. If there is a dispute of ownership, the Directors of the Association may require a photocopy or certified copy of the recorded instrument vesting

that person with an interest or ownership, or an opinion of counsel provided and paid for by the Unit Owner seeking to establish Membership, which instrument shall remain in the files of the Association.

D. Unit Mailing Address and Electronic Mail Address.

Designated Address. Each Unit shall have one registered mailing address and may provide an electronic mail address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such addresses shall be the only addresses of the individual Owner or Ownership Entity, of such Unit to be used by the Association.

Notice to Association. The registered address of the Unit shall be furnished by the Owner of such Unit within ten (10) business days after transfer of title or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Unit, or by such persons as are authorized by law and a resolution of the Ownership Entity filed with the Association, to represent the interests of the Ownership Entity.

Absence of Notice. In the absence of such notice of mailing address, the Association may use and rely upon the address listed in its records for the Unit or as revealed in the Grand List of the Town of Jay, Vermont, as of the Notice Date.

E. Delivery of Notice to Unit Owners and Directors. The Association shall deliver any Notice required to be given by the Association to any registered mailing address or electronic mail address designated by the Owner or Director. The foregoing notwithstanding, the Association may accomplish delivery of notice by:

1. Hand delivery to each Owner or Director;
2. United States mail postage paid or commercially reasonable delivery service to the mailing address of each Owner or Director;
3. Electronic means, if the Owner or Director has given the Association an electronic address; or
4. Any other method reasonably calculated to provide notice to the Owner or Director.

The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

V. ASSOCIATION MEETINGS

A. Annual Meeting. The Annual Meeting of the Association shall be held on the first Saturday of June of each year, at the hour of 1:00 PM, or at such other time and date as shall be fixed by the Board of Directors.

B. Special Meetings. Special Meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association or by a majority of the Board of Directors of the Association, and shall be called by the Secretary at the request of not less than 5% of the voting power of all Association Members entitled to vote at the Meeting. If the Association does not notify the Owners of a Special Meeting within 30 days after the requisite percentage of the voting power have requested the Secretary to do so, the requesting Owners may directly notify all the Unit Owners of the Meeting. Only matters described in the Notice of Meeting for a Special Meeting of the Owners may be considered at a Special Meeting.

C. Place of Meeting; Telephonic, Video or Other Conferencing Process Allowed. All Meetings of the Association shall be held in Jay Peak Village, Vermont, or at such other place as shall be fixed by the Board of Directors. Notwithstanding the foregoing, if so determined by the Board of Directors, Meetings of the Association may be conducted by telephone, video or other conferencing process but only if the process provides all Owners with a reasonable opportunity to hear or perceive the discussion and a reasonable opportunity to comment regarding any matter affecting the common interest community and the Association.

D. Notice of Meeting.

Content of Notice. Notice of all Annual or Special Meetings of the Association, stating the date, time and place of the Meeting, shall be given by the Secretary of the Association to the Owner of each Unit whose name or names appear as the Record Owner as of the date of such Notice, and to each of the Directors. The Notice of the Meeting shall notify the Members of the time, date and place of each Annual and Special Unit Owners Meeting and shall also contain a list of the items on the agenda, including:

(A) a statement of the general nature of any proposed amendment to the Declaration or Bylaws;

(B) any budget changes; and

(C) any proposal to remove an officer or Member of the Board of Directors.

(D) any matter that shall be approved by the Members under the Act.

If a conferencing process is selected, the Notice shall explain how the Owners may participate in the conference directly or by meeting at a central location or conference connection. The actions taken at such Meeting shall be valid and binding on the Association notwithstanding a claim that the Notice did not accurately and completely describe the business and purpose of the Meeting, unless it is established by a Member

challenging the Meeting that there was an intent on the part of Directors to misrepresent the purpose of the Meeting or mislead the Members. Notwithstanding the foregoing, only matters described in the Notice of a Special Meeting may be considered at the Special Meeting.

Delivery of Notice. Notice of an Association Meeting may be delivered to each Unit Owner as provided in Section IV.E. If Notice is sent to his or her registered address as it appears on the books of the Association as of the date of such Notice, it shall be deemed to be delivered when deposited in the United States mail, postage prepaid.

Time of Notice. Notice of a Meeting shall be given not less than ten (10) nor more than sixty (60) days prior to the date of the Meeting. The minimum time to give Notice required by this provision may be reduced or waived for a Meeting called to deal with an emergency.

Quorum of Members. A quorum is present throughout any Meeting of Unit Owners if persons entitled to cast 20 percent of the votes in the Association:

1. are present in person or by proxy at the beginning of the Meeting, or
2. have cast absentee ballots.

Exercise of Proxies. Members, who have duly executed and filed Proxies in accordance with these Bylaws, shall be counted as present at a Meeting.

Less than Quorum. If less than a quorum is present at a Meeting, the Meeting may be adjourned by those present to a later date, and Notice of the date, time, and place of such adjourned Meeting shall be given as Notice of a Special Meeting in accordance with these Bylaws.

Waiver by Attendance. Attendance by a Member at a Meeting shall constitute a waiver of notice of that Meeting, except when the Member objects at the beginning of the Meeting to the transaction of any business due to the inadequacy or illegality of the Notice. Attendance at a Meeting is not a waiver of any right to object to the consideration of matters not included in the Notice of the Meeting, if that objection is expressly made at the Meeting.

E. Voting by Members. Except as otherwise expressly provided in these Bylaws:

Association Members. Members of the Association may vote at the Annual or any Special Meeting of the Association on any matter requiring a vote of the Association Members. Members present at the Meeting may vote by voice vote, show of hands, standing or any other method for determining the votes of Members as designated by the person presiding at the Meeting.

Absentee Ballot. An Owner may vote by absentee ballot without being present at the Meeting. The Association shall deliver an absentee ballot to an owner that requests it if the request is made at least three days before the scheduled Meeting. Votes cast by absentee ballot must be included in the tally of a vote taken at the Meeting. Votes cast by absentee ballot may be returned electronically (i.e. e-mail or fax) or by U. S. Mail or by other reasonable means of delivery but in any event must arrive at the Association one day before the Meeting.

Voting by Electronic or Paper Ballot Without a Meeting. The Association may conduct a vote by electronic or paper ballot without a Meeting under the following procedures:

1. The Association shall notify the Unit Owners that the vote will be taken by ballot.
2. The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter.
3. The ballot must set forth each proposed action and provide an opportunity to vote for or against the action.
4. When the Association delivers the ballots, it shall also:
 - a. indicate the number of responses needed to meet the quorum requirements;
 - b. state the percent of votes necessary to approve each matter other than election of directors;
 - c. specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three days after the date the Association delivers the ballot; and
 - d. describe the time, date, and manner by which a Unit Owner wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.
5. A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.
6. Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a Meeting authorizing the action.

Proxies. Subject to the provisions below, every Member entitled to vote shall have the right to do so either in person or by a proxy executed in writing by the Member or by their duly authorized attorney in fact:

1. Such proxy shall be filed with the Secretary of the Association before a Meeting, or immediately at the time of the Meeting.
2. Votes allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by an Owner.
3. If a Unit is owned by more than one person, any Owner may vote or register protest to the casting of the vote by the other Owners of the Unit through a duly executed proxy.
4. An Owner may revoke a proxy given pursuant to this section only by actual notice of the revocation to the person presiding over the Meeting of the Association.
5. A proxy is void if it is not dated or purports to be revocable without notice.
6. A proxy is valid only for the Member Meeting at which it is cast and any recessed session of that Meeting.
7. A person may not cast undirected proxies representing more than 15 percent of the votes in the Association.

Communication Among Members. The Board of Directors shall establish a reasonable method for Members to communicate among themselves and with the Board on matters concerning the Association.

F. Conduct of Meetings

1. The President shall preside at all Meetings of the Association. The Secretary shall keep the minutes of all Meetings of the Association and record in a minute book all resolutions adopted and all transactions occurring thereat or in lieu thereof.
2. The then-current edition of Robert's Rules of Order shall govern the conduct of all Meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act.
3. Unless modified by the Board of Directors or the Members, the order of business at the Annual Member Meetings and, as far as practicable at all other Member Meetings, shall be:
 - (a) Call to order;

- (b) If the President is unavailable, election of a presiding officer for the Meeting;
- (c) Proof of notice of Meeting or waiver of notice;
- (d) Calling of the roll and certifying of proxies;
- (e) Reading and disposal of any unapproved minutes;
- (f) Report of officers, including the report of the President on the activities of the Association and of the Treasurer on the financial condition of the Association;
- (g) Vote on the Annual Budget
- (h) Reports of committees;
- (i) Election and appointment of Directors, as appropriate;
- (j) Old business;
- (k) New business;
- (l) Adjournment.

G. Multiple Owners of Units.

Record Owner. For purposes of determining who may vote, the term "Member" shall mean the Record Owner or Owners of one or more Units as of the date the Notice of Meeting is issued unless a satisfactory notice of change of ownership is provided to the Secretary prior to or on the date of the Meeting at which the vote is taken.

Ownership Entity. If an Ownership Entity holds title to a Unit, such Ownership Entity shall be a single "Member" with respect to such Unit for purposes of these Bylaws, including, without limitation, voting for Directors of the Association and/or voting on any other matters requiring a vote of the Association Members.

Apparent Authority. At any Meeting at which Units owned by an Ownership Entity are voted, the Secretary may, in the absence of any written notice to the contrary, rely upon the apparent authority of the person voting the shares of the Ownership Entity, or the Secretary may, at his or her discretion, require evidence of the authority of the person voting the shares of the Ownership Entity including, without limitation, such evidence of authority as is provided for in these Bylaws.

Majority Agreement. If more than one of the Owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the vote allocated to the Unit without protest being promptly made to the person presiding over the Meeting. If a majority agreement cannot be reached, the Association may refuse to count the disputed vote.

H. Voting By Certain Members.

Husband and Wife. Units held jointly in the name of a husband and wife are treated as owned by one Member and may be voted by either spouse.

Executor or Administrator. Units held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his or her name. Units standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote as a Member without a transfer of the Unit into his or her name.

Receiver. A Unit held in the name of a receiver may be voted by such receiver, and a Unit held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in the appropriate order of the Court by which such receiver was appointed.

Mortgagee. A Member whose Unit is mortgaged or pledged shall be entitled to vote as a Member until the Unit has been transferred into the name of the mortgagee or pledgee by a foreclosure or surrender of the equity or redemption of such Unit, and thereafter the mortgagee or pledgee shall be entitled to vote as a Member or as part of an Ownership Entity with respect to such Unit.

I. Voting. At each election for Directors, every Member entitled to vote at such election shall have the right to vote, in person, by proxy or by absentee ballot.

J. No Severance of Membership or Voting Rights. Membership and voting rights shall be part of, and shall not be severed from, or assigned or conveyed separately from, the ownership of a Unit. A deed conveying a Unit shall be deemed to include the conveyance of all rights, title and interests associated with the Unit, including, without limitation, Membership in the Association. Any purported transfer or assignment of Membership or voting rights (other than by duly executed proxy) separate from the conveyance of the associated Unit shall be void *ab initio* and shall be of no force and effect.

VI. DIRECTORS

A. Number and Representation. The business of the Association shall be managed by a Board of Directors of not less than five (5) or more than seven (7) Directors. The initial number of Directors is five (5) and may be changed from time to time as the

Association Members determine. The Board of Directors of the Association shall be elected by the Members at the regular annual meeting of the Association.

B. Terms. Directors shall be elected by the Members at the Annual Meeting for staggered two year terms. With the terms staggered from June 2012 onward.

C. Expiration of Terms. The term of a Director shall end upon the expiration of the term for which such Director was elected, provided that, if the Members of the Association fail to elect a successor to a Director whose term has expired, such Director may continue to serve as a Director until a successor is elected by the Members of the Association at the next Regular or Special Meeting.

D. Ownership of Units. A Director must be a Unit Owner, or the duly authorized agent of an Ownership Entity, at all times during his or her term. In the event a Director sells or conveys all of his interest in all Units owned by such Director during his term as Director, such sale and conveyance shall constitute an automatic resignation of such Director. Only one Director from any given Unit may be elected and serve at a time.

E. Vacancies. Any vacancy for a partial term in the Board of Directors may be filled by majority vote of the remaining Directors (whether or not such remaining Directors constitute a quorum) at the first Regular or Special Meeting of the Directors of the Association held following the creation of the vacancy. The Director so elected will serve until a replacement Director is elected at the next Annual Meeting of the Association following his or her appointment.

F. Removal of Directors. Members present in person, by proxy, or by absentee ballot at any Meeting of the Members at which a quorum is present may remove any Director of the Board of Directors, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but the Members may not consider whether to remove a Member of the Board of Directors unless that subject was listed in the Notice of the Member Meeting. At any Meeting at which a vote to remove a Director is to be taken, the Director being considered for removal must have a reasonable opportunity to speak before the vote.

G. Powers and Duties. The Board of Directors of the Association shall have all powers and duties available to an Executive Board under the Vermont Common Interest Ownership Act, the Declaration and these Bylaws as necessary for the administration of the affairs of the Association and the Units, Common Areas and Facilities, Limited Common Areas and any property now or hereafter made subject to the Declaration and of the conduct and obligations of the Unit Owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

General Administration. General administration and management of the Association including, without limitation, the contracting for services that the Board of Directors determines to be necessary or convenient for the proper management and administration of Jay Peak Village .

Bank Accounts. Opening and maintaining one or more bank accounts on behalf of and in the name of the Association, and designation of the signatories required therefore.

Insurance. Obtaining and administering property damage, liability and other insurance.

Allocation of Costs for Common Areas and Facilities and Limited Common Areas. Determination of the costs and expenses to be incurred by the Association for the administration, management, repair, replacement and improvement of the Common Areas and Facilities and Limited Common Areas of the Association and to provide other services as determined by the Directors.

Repairs and Improvements. Making repairs, additions and improvements to or alterations of the Common Areas and Facilities and Limited Common Areas, and repairs to and restoration of the Common Areas and Facilities and Limited Common Areas in accordance with provisions of these Bylaws after damage or destruction resulting from any cause.

Budgets and Expenditures. Development and adoption of an Annual Association Budget for Operating Expenses and Capital Expenditures for the Association, Jay Peak Village, Common Areas and Facilities and Limited Common Areas and submission of it to the Members for ratification at the Annual Meeting or Special Meeting of the Association.

Assessment and Collection. Assessing and collecting from Unit Owners Capital Assessments and Operation and Maintenance Assessments, including the cost of all utility or other services rendered to the Association.

Administration and Enforcement of Condominium Documents. The general administration and enforcement of the Declaration, these Bylaws and the Rules including, without limitation, imposition of Sanctions or the commencement and prosecution, in the name of the Association, of actions to enforce compliance with the Declaration, Bylaws and Rules.

H. Enforcement Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's powers to impose Sanctions or commence an action for a violation of the Declaration, these Bylaws and the Rules, including whether to compromise any claim for unpaid Assessments, Sanctions or other claims made by or against it. The Board shall not have a duty to impose Sanctions or take enforcement action if it determines that, under the facts and circumstances presented,

(a) the Association's legal position does not justify taking any or further enforcement action;

(b) the Declaration, Bylaw or Rule provision being enforced is, or is likely to

be, construed as inconsistent with law;

(c) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) it is not in the Association's best interest to pursue an enforcement action.

The Board of Directors' decision not to pursue enforcement under one set of circumstances shall not prevent the Board from taking enforcement under another set of circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

VII. DIRECTORS MEETINGS

A. Regular Meetings. Regular Meetings of the Board of Directors of the Association shall be held at such time and place as may be established, from time to time by a majority of the members of the Board of Directors of the Association, but at least one (1) such Meeting shall be held during each calendar year.

B. Special Meetings. Special Meetings of the Directors of the Association may be called by the President and shall be called upon written request to the President of the Association by at least three (3) Directors.

C. Executive Sessions. The Board of Directors may hold an executive session only during a regular or Special Meeting of the Board of Directors or a committee designated by the Board of Directors. No final vote or action may be taken during an executive session.

An executive session may be held only to:

1. consult with the association's attorney concerning legal matters;
2. discuss existing or potential litigation or mediation, arbitration, or administrative;
3. discuss labor or personnel matters;
4. discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
5. prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

D. Meetings Open to Members. Board of Directors Meetings shall be open to Members except during executive sessions. A gathering of Board members at which the Board members do not conduct Association business is not a Meeting of the Board of Directors. The Board members may not use incidental or social gatherings of Board members or any other method to evade the open meeting requirements of this section for Association Members.

E. Notice to Directors and Members of Board of Directors Meetings.

Notice of Regular Meeting. Unless the Regular Meeting is included in a schedule given in advance to the Members and Directors, Notice of Regular Meetings shall be delivered to each Director and Member at least ten (10) days prior to the date of the Meeting as provided in Section IV. E.

Notice of Special Meetings. In the case of a Special Meeting, unless the Meeting is called to deal with an emergency, Notice of Special Meeting shall be delivered to each Director and Member at least ten (10) days prior to the date of the Special Meeting as provided in Section IV. E.

Content of Notice. The Notice of any Board of Directors Meeting shall notify the Directors and Members of the time, date and place of such Meeting of the Board of Directors and shall also contain a list of the items on the agenda, including a general statement of the business to be transacted and the purpose of the Meeting of the Directors. If a conferencing process is selected, the Notice shall explain how the Owners may participate in the conference directly or by meeting at a central location or conference connection. Reasonable effort shall be made to include in the Notice of the Meeting a general statement of the business to be transacted and the purpose of a Special Meeting, provided that the actions taken at such Meeting shall be valid and binding on the Directors notwithstanding a claim that the Notice did not accurately and completely describe the business and purpose of the Meeting, unless it is established by a Director challenging the Meeting that there was an intent on the part of Directors or the Secretary to misrepresent the purpose of the Meeting or mislead the Directors.

Distribution of Materials. If any materials are distributed to the Board of Directors before the Meeting, the Board shall at the same time make copies of those materials reasonably available to all Owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in Executive Session.

Delivery of Notice. Notice of an Association Meeting shall be delivered to each Unit Owner as provided in Section IV.E. When delivery is by mail, it shall be deemed to be delivered when deposited in the United States mail, postage prepaid. When delivery is by facsimile or electronic means, it shall be deemed delivered when sent.

F. Waiver of Notice. Notice of any Meeting may be waived by a writing signed by any Director. Attendance by a Director at a Meeting shall constitute a waiver of notice

of that Meeting, except when the Director objects at the beginning of the Meeting to the transaction of any business due to improper notice. Attendance at a Meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the Meeting, if that objection is expressly made at the Meeting.

G. Form and Location of Meetings

Generally. Meetings of the Board of Directors of the Association shall be held at Jay Peak Village, unless the Board shall vote to hold the Meeting at some other location or by conferencing process as described below.

Attendance. Except as hereinafter provided, Meetings of the Board shall be attended by the Directors in person or by conferencing process as described below.

Directors Meetings by Telephone, Video or by Other Conferencing Process. At the call of the President or upon the written request of a majority of the Directors of the Association, a Regular or Special Meeting of the Directors of the Association may be held by telephone, video, or by other conferencing process whereby all Directors may participate and be aware of the participation of all other Directors. The conferencing process shall also be accomplished pursuant to the following requirements:

- a) The Secretary or the duly authorized agent of the Board of Directors holding such Meeting shall arrange the conferencing process for the Meeting, and shall coordinate the scheduling of the Meeting with the Directors.
- b) The Notice of the electronic Meeting shall include the time, place and date of the Meeting, and at the request of one or more of the Members of the Association, arrangements shall be made by the Secretary to allow Member participation in the Meeting.
- c) The Secretary shall be included in and keep minutes of the electronic Meeting, and the minutes of the Meeting shall include the written requests of the Directors to hold the Meeting electronically.
- d) Participation by a Director in an electronic Meeting shall constitute attendance and presence by the Director at such Meeting, provided that a Director contacted for an electronic Meeting may decline to participate in or be present at such Meeting by so notifying the Secretary of the Meeting at the beginning of the Meeting, and discontinuing participation in the Meeting.
- e) The conferencing process shall provide the Association Members attending the Directors Meeting a reasonable opportunity to hear or perceive the discussion and to comment regarding any matter affecting the common interest community and the Association.

H. Voting by Directors. Unless otherwise expressly provided in these Bylaws and/or the Declaration, all business to be transacted at Association Meetings shall be voted upon by the Directors of the Association. A majority vote of a quorum of the Directors present at the Meeting, as provided in these Bylaws, shall decide any question properly before the Directors.

I. Unanimous Consent. Instead of meeting, the Board may act by unanimous consent as documented in a record authenticated by all Board members. The Secretary shall promptly give notice to all Unit Owners of any action taken by unanimous consent. The Board may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a Meeting of the Board.

J. Quorum.

Number Constituting a Quorum. A quorum of the Board of Directors is present for purposes of determining the validity of any action taken at any Meeting of the Directors of the Association only if Directors entitled to cast 50 percent of the votes on the Board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Board members present is the act of the Board of Directors unless a greater vote is required by the Declaration or Bylaws.

Attendance at Meeting. Unless otherwise provided in the Notice of the Meeting, to be present at a Meeting, a Director must attend the Meeting in person in accordance with these Bylaws. For purposes of determining a quorum at an electronic Meeting, attendance at the meeting shall be in the manner set forth in the Notice of the Meeting in accordance with Section VII.E. of these Bylaws.

Adjournment if Less Than a Quorum. If less than a quorum is present at a Meeting, a majority of those present may adjourn the Meeting to a future time, provided that notice of the date, time and place of such adjourned Meeting shall be given by the Secretary to each Director required to receive notice of the Meeting.

K. Committees. The Directors of the Association may establish committees and subcommittees and appoint members of the Board to serve on them. Each committee shall have two or more members who serve at the pleasure of the Board of Directors. No decision or action by a committee or subcommittee shall be binding on the Association unless such authority is delegated to the committee in a resolution approved by the Board of Directors; provided however, a committee of the Board may not 1) authorize distributions, 2) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the corporation's assets; 3) elect, appoint or remove directors or fill vacancies on the Board or on any of its committees; 4) adopt, amend or repeal the articles of incorporation or bylaws; or 5) amend or repeal any resolution of the Board of Directors.

L. Compensation. No member of the Board of Directors shall receive any compensation for acting as a Director.

M. Liability of Directors.

Indemnification of Directors. The Association shall indemnify and hold harmless the Directors of the Association against any mistake of judgment or contractual liability to others unless it shall have been made in bad faith.

Agency. Every contract, agreement or commitment made by the Directors or their agents or employees shall be deemed to have been made on behalf of the Association; therefore, the Directors and their agents, employees and designees are acting as agents for the Association and shall have no personal liability hereunder or any such contract, agreement or commitment.

N. Fidelity Bonds, Directors and Officers Insurance. The Board of Directors of the Association shall obtain, at the expense of the Association, adequate fidelity bonds, officer and director insurance coverage, or other similar insurance coverage for all officers and employees of the Association handling or responsible for Association funds, or taking actions as Directors, officers or agents of the Association.

O. Validity of Contracts with Interested Directors. No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors are directors or officers, or are financially interested, shall be void or voidable because such Directors were present at any Meeting of the Board of Directors at which the contract or transaction was authorized or approved or because his, her or their votes are counted, in the following circumstances:

Notice to the Board of Directors. The fact that a Director is also such a director or officer or has such financial interest is disclosed or known to the Board of Directors and is noted in the minutes thereof, and the Board of Directors authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors;

Good Faith. The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Inclusion of Interested Directors in a Quorum. Any Directors holding such position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a Meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in this Section.

P. Duty of Care and Loyalty. In the performance of their duties, Officers and Directors shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under Title 11B of the Vermont Statutes Annotated.

VIII. OFFICERS

A. Officers.

Principal Officers. The Directors of the Association shall, at the Annual Board of Directors Meeting held after the Annual Meeting of the Association, elect an Association President, who shall be Chairman of the Association Board of Directors, a Vice-President, an Association Treasurer and an Association Secretary.

Other Officers. The Directors of the Association may elect such other officers and designate their powers and duties as required to manage the affairs of the Association.

B. Powers and Duties. The Officers of the Association shall have the following powers and duties and such other powers and duties as the Directors of the Association may delegate:

President. The President shall, in general, supervise and control the business and affairs of the Association, execute and deliver, in the name of the Association, any contracts, checks, deeds, mortgages or other instruments that the Directors have authorized to be executed; and in general, shall perform all duties customarily incident to the office of President and such other duties as may be prescribed by the Directors from time to time; preside over regular and Special Meetings of the Board of Directors of the Association or any Meeting of the Association Members under these Bylaws; and perform such other functions as the Directors may lawfully assign to the President.

Vice-President. The Vice-President shall serve in the absence of the President and have such other duties as shall be lawfully delegated to the office of Vice-President.

Secretary. The Secretary shall keep the minutes of all regular and Special Meetings of the Directors and of the Members of the Association; ascertain, record and publicize the outcome of all votes taken at such Meetings; maintain a register of names and addresses provided by Members of all Association Members, and attend to giving of all notices required by law and by these Bylaws. The Directors of the Association may designate one or more Assistant Secretaries, who may act as Secretary of the Association in the absence of the Association Secretary. The Assistant Secretary need not be a member of the Board of Directors. The Secretary may delegate ministerial duties regarding distribution of Notice of Meetings, meeting materials, keeping of minutes, or other similar duties to such employees or agents of the Association as the Board of Directors may designate.

Treasurer. The Treasurer shall keep the financial records of account of the Association and shall make an annual report to the Members at the end of the fiscal year. The Treasurer shall also keep an assessment roll and a separate account for each Unit Owner and be responsible for sending statements or assessments to Owners. The Treasurer may delegate these duties to such managing agent as the Directors of the Association may designate.

C. Compensation. No Officer shall be entitled to compensation by virtue of the election, and performance of duties as an officer. Unless and until a salary or other compensation is established by resolution of the Members at a duly called Annual or Special Meeting, no Officer shall be entitled to receive a salary or other compensation from the Association.

D. At-will Employment. Unless otherwise agreed in writing by the Directors and ratified by the Members, every Officer and employee of the Association shall be an "at-will" employee, and their employment shall be subject to termination by a majority vote of the Directors. No Officer or employee of the Association shall be entitled to such employment by virtue of their ownership of a Unit.

E. Recording of Amendments of Declaration. The President, Vice-President, Secretary, Treasurer or any of them may prepare, execute, certify and record amendments to the declaration of behalf of the Association.

IX. FISCAL MANAGEMENT

A. Fiscal Year. The fiscal year of the Association shall begin on July 1st of each year and end on June 30th of the succeeding year.

B. Budget.

Annual Association Budget. The Annual Association Budget shall include the funds determined by the Board of Directors to be required for Operating Expenses and Capital Expenditures for the Association, Jay Peak Village, Common Areas and Facilities and Limited Common Areas and may provide for the funding of a capital, replacement and reserve account as set forth in these Bylaws. Within 30 days after the adoption of any proposed budget, the Board shall submit a summary of the budget to all Unit Owners.

Approval of the Annual Association Budget. The Annual Association Budget shall be voted on at the Annual Meeting or at a Special Meeting called by the Directors. The Board shall send the proposed budget to all Unit Owners, not less than 14 or more than 30 days before the Association Meeting. The Annual Association Budget shall be ratified and deemed approved, unless a majority of all the Unit Owners rejects the Budget and shall be the budget for the Association for the ensuing year, subject to amendment in accordance with these Bylaws. If the budget is rejected, the budget last ratified by the Unit Owners shall be in effect until the Unit Owners ratify a budget proposed by the Board.

C. Capital Budgeting.

Association Capital Budget. The Association Directors may from time to time, establish and include in the Annual Association Budget capital funding to provide a replacement reserve for the Common Areas and Facilities and Limited Common Areas, to undertake major replacement or repair of such Common Areas and Facilities and Limited Common Areas, to provide for such improvements to the Common Areas and Facilities and Limited Common Areas, and acquisitions of new or replacement property, and/or to fund deficiencies or shortfalls in the Association operating account as the Association Directors deem to be in the interest of the Association, provided that in no event shall the aggregate of deposits in such capital improvement accounts exceed such amounts as the Association Directors, by resolution, determine from time to time to be appropriate and necessary to meet the needs of the Association.

Capital Assessments. Capital Budgets approved by the Association Directors shall be funded by Assessments in accordance with these Bylaws.

Capital Accounts. The deposits into such Capital Budget accounts shall be held in interest bearing savings accounts, Treasury Bills or other investments of similar risk, in the name of the Association. Funds held in a Capital Account shall be the sole and exclusive property of the Association, and Capital Account funds shall not be returned to Unit Owners upon sale of a Unit, nor shall amounts held in a Capital Account be credited to a Unit Owner to offset Assessments, nor credited against any lien for unpaid Assessment arising under these Bylaws.

D. Supplemental Budgets. The Association may, at any time, propose a Supplemental Budget and/or Capital Budget for the Association for review, approval and/or amendment by the Members of the Association at a Special Meeting called for that purpose. Said Supplemental Budget and/or Capital Budget for the Association shall be ratified and deemed approved, unless a majority of the voting power of all the Unit Owners vote to reject the Budget at a Special Meeting called for that purpose and if ratified shall be the budget for the Association for the ensuing year or remaining part thereof.

E. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors of the Association to prepare or adopt a Budget for any fiscal year, or the disapproval of an Annual Association Budget by the Members of the Association shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expense as herein provided whenever the same shall be determined, and, in the absence of any Annual Budget or adjusted Budget, each Unit Owner shall continue to pay his Assessments at the rate established for the previous fiscal year until the new Annual or Adjusted Budget shall have been adopted by the Board of Directors of the Association.

F. Assessments.

Basis for Assessments. Operation and Maintenance Assessments and Capital Assessments shall be made by the Board of Directors of the Association based upon the Association Budget approved by the Association as allocated pursuant to the Declaration.

Assessment Period. Assessments shall be payable in such installments as may from time to time be established by the Association Directors. Unless otherwise approved or agreed by the Association Directors, Assessments shall be payable monthly, in advance.

Special Assessments. In the event the Assessments prove to be insufficient to cover the Operation, Maintenance and Capital Expenses, the Association Budget and Assessments may be amended by the Association Directors at a Special Meeting called for that purpose. Upon approval of a Special Assessment, such Assessment shall become due and payable as directed by the Association Directors.

G. Assessment of Unit Owners.

Notice of Assessment. The Association shall send to each Unit Owner of Record a notice of the assessment, advising the Unit Owner of the Assessment against his Unit, and giving such reasonable period of time as the Association Directors may establish for payment of the Assessments.

Personal Obligations Unit Owners. Assessments shall be the joint, several and personal obligations of all of the owners of a Unit as provided by the Act.

Collection of Assessments. Assessments shall be collected by the Association in accordance with the Declaration and the Vermont Common Interest Ownership Act, 27A V.S.A. §1-101, *et seq.* The Association shall have all enforcement and collection authority allowed by law to enforce and collect assessments.

H. Special Assessments. Nothing herein shall impair the right of the Board to make and assess emergency expenditures in excess of an approved Budget. Special Assessments shall be made by the Board of Directors and approved by the Association as provided above and as allocated pursuant to Article V, Section 5.03 of the Declaration. Such Special Assessment shall be assessed against the Unit Owner and become due and payable as directed by the Association Directors. Unless otherwise provided, the Special Assessment shall be paid by the Unit Owners not later than thirty (30) days following receipt of notice of or an invoice containing such Special Assessment.

I. Effect of Non-Payment of Assessment.

Delinquent Assessments. Any assessment not paid by the due date established by the Association shall constitute a delinquent assessment and a lien upon the Unit of the delinquent Owner as provided in the Vermont Common Interest Ownership Act, 27A V.S.A. §1-101, *et seq.*

Notice and Enforcement of Lien. If an assessment is not paid within thirty (30) days after the due date, the Association Directors may bring an action at law against the Unit Owner obligated to pay same, bring an action to foreclose any lien against the Unit or take any other action authorized by the Vermont Common Interest Ownership Act, 27A V.S.A. §1-101, *et seq.*

Interest and Attorneys' Fees. In either event, the Owner shall be liable for any unpaid assessment, interest thereon at such rate as may, from time to time, be established by the Directors (but in no event in excess of the maximum legal rate of interest chargeable under Vermont law), together with collection costs, and reasonable attorney's fees.

No Waiver. Failure of the Association to enforce the lien shall not constitute a waiver of the lien or impair the right of the Association to assert the lien against a subsequent Unit.

J. Notice to Prospective Purchasers.

Resale Certificate. The General Manager or other officer or agent of the Association designated by the Board shall provide the Resale Certificate as contemplated by 27A V.S.A. §4-109(a) of the Act.

Reliance by Purchaser. As long as a closing on the conveyance of the Unit occurs prior to the end of the then current billing period covered by the Resale Certificate, the Unit purchaser may rely upon such Certificate and the Association shall be estopped from claiming or assessing against such Unit purchaser any costs or expenses other than those set forth in the written notice of account; provided, however, that nothing herein shall affect or impair the right of the Association to collect any delinquent or unpaid assessments from the selling Unit Owner.

X. RULES

A. The Board of Directors of the Association may adopt, amend, repeal and enforce Rules as provided in 27A V.S.A. §3-120.

B. Before adopting, amending, or repealing any Rule, the Board of Directors shall give all Unit Owners notice of:

(1) its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change; and

(2) a date on which the Board of Directors will act on the proposed Rule or amendment after considering comments from Unit Owners.

C. Following adoption, amendment, or repeal of a Rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised Rule.

D. The Association may adopt Rules to establish and enforce construction and design criteria and aesthetic standards.

E. The Association may adopt Rules that affect the use of or behavior in Units only to:

(1) implement a provision of the Declaration;

(2) regulate any behavior in or occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Areas and Facilities by other Unit Owners; or

(3) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on Units or regularly purchase those mortgages.

F. The Association's internal business operating procedures need not be adopted as rules.

G. Every Rule must be reasonable.

XI. RECORDS.

A. **Records to be Retained.** The Association shall maintain and retain the following records:

1. detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
2. minutes of all Meetings of its Members and Board of Directors other than executive sessions, a record of all actions taken by the Members or Board of Directors without a Meeting, and a record of all actions taken by a Committee in place of the Board of Directors on behalf of the Association;
3. the names of Unit Owners in a form that permits preparation of a list of the names of all Owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;
4. the Association's original or restated Articles of Incorporation and all amendments to them;
5. all Rules currently in effect:

6. all financial statements and tax returns of the association for the past three years;
7. a list of the names and addresses of current members of the Board of Directors and Officers;
8. the Association's most recent report to the Secretary of State;
9. financial and other records sufficiently detailed to enable the Association to comply with Section 4-109 of the Act;
10. copies of current contracts to which the Association is a party;
11. records of Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
12. ballots, proxies and other records related to voting by Members for one year after the election, action or vote to which they relate.

B. Inspection by Members. Subject to subsections C and D of this section, all records required to be retained by the Association must be available for examination and copying by a Unit Owner or the owner's authorized agent:

- (1) during reasonable business hours or at a mutually convenient time and location; and
- (2) upon five days' notice in a record reasonably identifying the specific records of the Association requested.

Information provided pursuant to this Section shall not be used for commercial purposes.

C. Records That May Be Withheld. Records retained by the Association may be withheld from inspection and copying to the extent they concern:

1. personnel, salary and medical records relating to specific individuals;
2. contracts, leases and other commercial transactions to purchase goods or services, currently being negotiated;
3. existing or potential litigation, or mediation, arbitration or administrative proceedings;
4. existing or potential matters involving, federal, State or local administrative or other formal proceedings before a court or other forum for enforcement of the Declaration, these Bylaws or the Rules;

5. communications with the Association's lawyers which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
6. information the disclosure of which would violate law;
7. records of an executive session of the Executive Board;
8. individual Unit files other than those of the requesting Owner.

D. Fees for Copying and Supervision of Record Inspection. If the Member requests a copy of any records, the Association shall charge for the cost of preparing the copy and for supervising the Unit Owner's inspection.

E. Copies by Electronic Means. A Member's right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner.

E. No Duty to Compile. The Association shall have no duty to compile or synthesize information in its records for a Member.

F. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Director unless he or she is acting on behalf of the Association.

XII. GENERAL PROVISIONS.

A. Severance: The rights, interests and obligations of each Unit Owner in the Common Areas and Facilities and Limited Common Areas shall run with the land and be inherent in the title to the Unit. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to any Unit without including all rights and interests of such Unit Owner in the Common Areas and Facilities and Limited Common Areas. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests so omitted, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Common Areas and Facilities or Limited Common Areas appurtenant to a Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Common Areas and Facilities.

B. Applicable Laws: The Declaration, the Bylaws and the Rules adopted hereunder are in addition to, and not in lieu of, the rights and obligations provided for by the Act and by other applicable laws which inure to the benefit of and are binding upon any person affected thereby.

C. Saving Provision: The invalidity of any provision of these Bylaws shall not be deemed to impair or effect in any manner the validity or effect of the remainder of these Bylaws. In the event any of the provisions of these Bylaws are inconsistent with any of the provisions of the Act, the provisions of these Bylaws shall prevail unless statutory provisions shall be mandatory or the provisions herein are invalidated by legal proceedings.

D. No Waiver: No provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

E. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way limit or affect the scope of the Bylaws or the intent of any provision hereof.

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

G. Binding Effect: These Bylaws shall be binding upon and inure to the benefit of each and every party acquiring ownership or an interest in any Unit subject to this Declaration and their heirs, successors and assigns.

XIII. AMENDMENTS

A. Amendment of Bylaws by Directors. The Board of Directors of the Association may, by a majority vote of a quorum of Board Members, propose amendments to these Bylaws for consideration and adoption at any Annual or Special Meeting of the Association.

B. Ratification of Amended Bylaws by Members. The Members may ratify, approve and adopt amendments to the Bylaws proposed by the Directors by a vote of two-thirds of the votes cast or a majority of the voting power of the Members at a duly called Special or Annual Meeting, whichever is less.

C. Amendment of the Declaration of Condominium. The procedures for amending the Declaration are set forth therein. The President, Vice-President, Secretary or any one of them is authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

XIV. CERTIFICATION OF ADOPTION OF BYLAWS

The undersigned Secretary of the Association hereby certifies that the Bylaws of the Association were adopted for proposal to the Members by vote of the Directors duly recorded in the minutes of the Board of Directors and that the Bylaws were adopted by a majority vote of the Members of the Association present at a duly called and noticed Meeting of the Association on March 26th, 2012.

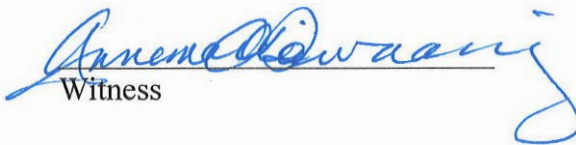
IN WITNESS WHEREOF, the Jay Peak Village Association has approved these Restated and Amended Bylaws to be effective on the 1st day of December, 2017.

DATED at Wellesley, MA this 14th day of December 2017.

Jay Peak Village Association

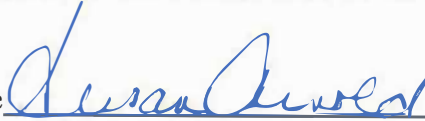

Witness

By: 
John C. McCarthy, Secretary


Witness

STATE OF MASSACHUSETTS)
NORFOLK COUNTY) SS.

At Wellesley, Massachusetts, this 14th day of December 2017, personally appeared John McCarthy, Secretary of the Jay Peak Village Association, and he acknowledged this instrument by him sealed and subscribed to be his free act and the free act and deed of the Jay Peak Village Association.

Before me 
Notary Public

