

**BY-LAWS**  
**OF**  
**BEAVER BROOK HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

Section 1.01. Name. The name of the Corporation is Beaver Brook Homeowners' Association, Inc. and is hereinafter referred to as the "Association."

Section 1.02. Location. The Association is a Vermont Mutual Benefit Non-Profit Corporation and has its principal place of business in Cornwall, Vermont, and relates to the property depicted on a subdivision plans entitled "Beaver Brook Properties, LLC Beaver Brook Subdivision, Cornwall, Vermont", prepared by Green Mountain Engineering, dated December 10, 2019 and last revised February 19, 2020, consisting of eight (8) drawings and filed with the Town of Cornwall Development Review Board and on a survey entitled "plat showing a subdivision survey of lands of Beaver Brook Properties, LLC North Bingham Street & VT Route 74 Cornwall, Addison County, Vermont", prepared by Ronald L. LaRose, RLS, dated October 22, 2018 and last revised March 2, 2020, and recorded at Map Slide \_\_\_\_\_ of the Cornwall Land Records (hereinafter the "Subdivision Plans". Meetings of members and/or Board Members and/or officers may be held at such places within the State of Vermont as may be Designated by the Board of Board Members.

**ARTICLE II**

**DEFINITIONS**

Section 2.01. "Assessment" shall mean fees the Association assesses against and collects from Lot Owners to cover expenses the Association is responsible for, including regular monthly fees.

Section 2.02. "Association" shall have the same meaning as it is defined in the Declaration.

Section 2.03. "By-Laws" shall mean these Bylaws of Beaver Brook Homeowners Association, Inc., as they may be amended from time to time.

Section 2.04. "Common Lots" shall mean Lots C1 and C2 as shown and depicted on the Subdivision Plans.

Section 2.05. "Declaration" shall mean the Declaration of Covenants, Restrictions and Easements of Beaver Brook Subdivision dated \_\_\_\_\_, 2020 and recorded in Book \_\_\_\_, Page \_\_\_\_, of the Cornwall Land Records.

Section 2.06. "Board Member" means a member of the Executive Board.

Section 2.07. "Executive Board" shall have the meaning as set forth in Article IV of these By-Laws.

Section 2.08. "Property" shall have the same meaning as it is defined in the Declaration

Section 2.09. "Bedroom" shall have the same meaning as it is defined in the Declaration.

Section 2.10. "Lot Owner" shall have the same meaning as it is defined in the Declaration.

Section 2.11. "Project" shall have the same meaning as it is defined in the Declaration.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 3.01. Membership. Membership in the Association is governed by ownership of a Lot or Lots at the Property.

Section 3.02. Voting Rights. The votes of the Association shall be based upon the following formula: the Lot Owners shall each have a fractional interest in the Association with the numerator being the total number of Bedrooms allocated to said Lot Owner and the denominator being the total number of Bedrooms permitted for the Project. In the event the total number of Bedrooms permitted for the Project exceeds the number of Bedrooms actually allocated to Lots and constructed, the denominator shall be reduced to the number of Bedrooms actually allocated and constructed until such time as the allocation increases and the additional bedrooms are constructed.

### **ARTICLE IV**

#### **EXECUTIVE BOARD**

#### **ELECTION AND TERM OF OFFICE**

Section 4.01. Number. The affairs of the Association shall be managed by an Executive Board of three (3) members (each, a "Board Member", each of whom shall own an interest in a Lot. Notwithstanding the foregoing, however, the initial Executive Board shall be appointed by Beaver Brook Properties LLC acting in its sole discretion and shall serve at the pleasure of the Beaver Brook Properties LLC, so long as Beaver Brook Properties LLC retains majority vote in the Association by virtue of the number of Lots owned. After Beaver Brook Properties LLC no longer retains control, elections for the Executive Board shall be conducted as set forth below. The Board Members shall also be the Officers as set forth in Article VIII.

Section 4.02. Election. Except during the period of time Beaver Brook Properties LLC retains control, the Board Members shall be elected annually and shall hold office for one (1) year or until successors are duly elected and qualified. Election of the Board Members shall be by ballot cast at the annual meeting of the Lot Owners. At such election, the Lot Owners (or their proxies) may cast, in respect to each vacancy on the Executive Board, as many votes as they are entitled to exercise under the provisions of the voting rights set forth in 3.02. The person (or, in the event of more than one vacancy on the Executive Board, persons) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.03. Removal. Except during the period of time Beaver Brook Properties LLC retains control, any Board Member may be removed from the Executive Board, with or without cause, by a majority vote of the Association as voted at a meeting properly noticed for such purpose.

Section 4.04. Compensation. No Board Member shall receive compensation for any service rendered to the Association. However, any Board Member may be reimbursed for actual (out-of-pocket) expenses incurred in the performance of Association related duties.

Section 4.05. Action Taken Without a Meeting. The Board Members shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board. Email correspondence evidencing consent and approval shall be sufficient to constitute "written approval" as used herein.

## ARTICLE V

### MEETINGS OF EXECUTIVE BOARD

Section 5.01. Regular Annual Meetings. Commencing at 7:00 PM on the second Tuesday in February following the first sale of a Lot, regular annual meetings of the Executive Board shall be held at 7:01 PM on the second Tuesday in February of each year, at such place as may be fixed from time to time by resolution of the Executive Board. Should said meeting fall on a legal holiday, that meeting may be postponed to the same time and place on the next day which is not a legal holiday. The annual meeting of the Executive Board is intended to take place immediately after the annual meeting of Lot Owners as stated in Article VII. If the annual meeting of Lot Owners has not concluded by 7:01 PM as set forth above, the beginning of the annual meeting of the Executive Board shall be delayed until one minute following the conclusion of the annual meeting of Lot Owners.

Section 5.02. Special Meetings. Special meetings of the Executive Board shall be held when called by the President and shall be called by the Secretary at the request of any two Board Members. The Secretary shall give at least five (5) days' notice, either personally or in writing, specifying the time, place and purpose of the meeting.

Section 5.03. Quorum. A majority of the Board Members shall constitute a quorum for the transaction of business. Except as otherwise expressly provided, every act/decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board. If a quorum shall not be present at a meeting of the Executive Board, a majority of those present may adjourn the meeting from time to time without notice until a quorum is present.

## **ARTICLE VI**

### **POWERS AND DUTIES OF THE EXECUTIVE BOARD**

Section 6.01. Powers. The Executive Board shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the common elements and the personal conduct of the Lot Owners (and their guests, tenants and family members, etc.) and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the Lot Owners by other provisions of the Act or the Declaration or these By-Laws.
- (c) To Declare if they deem appropriate the office of a Board Member on the Executive Board to be vacant in the event such Board Member shall be absent from three consecutive regular meetings of the Executive Board.

Section 6.02. Duties. It shall be the duty of the Executive Board:

- (a) To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Lot Owners at the annual meetings or at any special meeting, when such special meeting is requested in writing by at least one-fourth (1/4) of the votes entitled to vote;
- (b) To supervise all officers, agents and employees of the Association, and to see that all duties are properly performed;
- (c) To perform all duties and obligations delegated to the Executive Board by the terms of the Declaration;
- (d) To provide itemized invoices to each Lot Owner for any Assessments (whether regular or special) of the Association, each such invoice to be sent to each Lot Owner at the Lot Owner's address (as provided by each Lot Owner to the Association for that purpose) at least thirty (30) days before it is due;
- (e) To issue, upon demand by a Lot Owner at any time a certificate setting forth whether the assessments on such Lot Owner's Lot have been paid and whether there is any outstanding balance. The Executive Board may charge the requesting Lot Owner a reasonable fee for issuing any such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid; and,
- (f) To maintain the improvements on the Common Lots.

- (g) To serve as the Architectural Review Board and enforce the Development Review Requirements as stated in the Declaration.
- (h) To serve as officers of the Association as set forth in Article VIII.

## ARTICLE VII

### MEETINGS OF LOT OWNERS

Section 7.01. Annual Meeting. The annual meeting of Lot Owners shall be held at 7:00 PM on the second Tuesday in February of each year, at such place as may be fixed from time to time by resolution of the Executive Board. Should said meeting fall on a legal holiday, that meeting may be postponed to the same time and place on the next day which is not a legal holiday.

Section 7.02. Special Meetings. Special meetings of the Lot Owners, unless otherwise prescribed by the Act, may be called by the President, and shall be called by the Secretary at the written request of a majority of the Executive Board, or upon written request of at least one-fourth (1/4) of the votes of the Association who are entitled to vote. The Secretary shall give at least five (5) days' notice, either personally or in writing, specifying the time, place and purpose of the meeting.

Section 7.03. Quorum. The presence at a meeting of Lot Owners entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice until such quorum is present or represented.

Section 7.04. Proxies. At all meetings of the Lot Owners, each Lot Owner may vote in person or by proxy in which the Designated representative is another Lot Owner. All proxies shall be in writing in a form provided by and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot by the Lot Owner having executed any such proxy.

Section 7.06. Multiple Persons Constituting One Lot Owner. In the event multiple persons (husband and wife, siblings, partners, etc.) own title to a Lot, the sum of those owners shall constitute one (1) Lot Owner. The Executive Board and other Lot Owners may rely upon the actions of any individual person purporting to act on behalf of a majority of (or all) persons constituting one Lot Owner (e.g., in the event a Unit is owned jointly by a husband and wife, and only one spouse attends a meeting, the attending spouse may exercise their voting rights even absent a proxy from the other spouse).

Section 7.07. Ownership Entity. Lots may be owned by an entity such as a limited liability company, corporation, partnership, trust, etc. In such event, the Executive Board and other Lot Owners need not insist upon proof of authority from the said entity. Instead, the Executive Board and Lot Owners may rely upon reasonable

representations of authority made by persons purporting to exercise the rights of said Lot Owner.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The Officers of the Association shall be President, Secretary, and Treasurer, each of whom shall also be Board Members.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Lot Owners.

Section 8.03. Term. The officers of the Association shall be elected annually by the Executive Board and shall hold office for one year or until their successors are duly chosen and qualified, unless any such officer shall sooner resign, or shall be removed, or otherwise becomes disqualified to serve.

Section 8.04. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time by giving written notice to the Executive Board.

Section 8.05. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The newly elected officer shall serve for the remainder of the term of the officer s/he replaced.

Section 8.06. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside over all meetings of the Executive Board; shall see that orders and resolutions of the Executive Board are carried out; shall sign all written instruments regarding the Common Elements and shall co-sign all checks, if any.
- (b) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the Lot Owners; keep appropriate current records showing the Lot Owners together with their addresses; shall keep records of all proxies; and shall perform such other duties as may be required by the Executive Board.
- (c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; shall sign all checks of the Association; shall keep proper books of account; shall upon reasonable request of any Lot Owner, make the books of the Association available to Lot Owners for inspection; shall prepare an annual budget and a statement of income and expenditures to be presented to the Lot Owners at the regular annual meeting, and deliver a copy of same to each Lot Owner; and, send invoices for Assessments or other authorized charges as provided herein.

**ARTICLE IX**

**MISCELLANEOUS**

Section 9.01. Conflicts. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 9.02. Fiscal Year. The Fiscal Year of the Association shall begin on the first (1<sup>st</sup>) day of July and end on the thirtieth (30<sup>th</sup>) day of June of every year, except that the first fiscal year shall begin on the date the Declaration is filed for record in the Cornwall Land Records and shall end on the next ensuing June 30<sup>th</sup>.

DATED AT \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
, Secretary and duly  
authorized agent