

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

## Locust Hill Condo Association

### Election on 2020 Amendments to LHCA Declarations and Bylaws

#### **A. Do the Members approve the Tenth Amendment to the Amended and Restated Declaration of Locust Hill Condominium as described below and as recommended by the Board of Directors?**

Select exactly 1 of 2 options or choose abstain to vote for none of the options.

**Section 2.04(c) of the Declaration, Unit Boundaries, is hereby amended by deleting the last sentence and replacing it with a new last sentence so that the entire section shall now read:**

*"(c) if any chute, fire duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of any Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. All spaces, interior partitions and other fixtures and improvements lying entirely within the designated boundaries of a Unit, and all heating and/or air conditioning systems serving only that Unit, whether lying within or outside the designated boundaries of that Unit, are part of that Unit."*

1. Yes- I approve the amendment

2. No- I reject the amendment

3. Abstain

Section 8.2 Number, Tenure, and Qualifications. The number of Directors shall be a minimum of three (3) members and no more than seven (7) members. Currently, four (4) members shall serve as the Executive Board until such larger number as may be determined by the Members at any annual or special meeting called for that purpose. The five directors shall serve staggered two year terms with two directors' terms coming due one year and three directors' terms coming due the following year. Each Director shall hold office until his or her successor shall have been elected and qualified. From and after the date on which Members have acquired voting rights in accordance with the provisions of Section 7.5, but not before, each member of the Board of Directors must be a Member, the spouse of a Member, or the designated agent of a Member that is a corporation or other legal entity.

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## Locust Hill Condo Association

### Election on 2020 Amendments to LHCA Declarations and Bylaws

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#### **B. Do the Members approve the Fifth Amendment to the Bylaws of Locust Hill Condominium Association, Inc. as described below and as recommended by the Board of Directors**

Select exactly 1 of 2 options or choose abstain to vote for none of the options.

a) *Section 8.2 Number, Tenure, and Qualifications is amended to read as follows:*

#### **Section 8.2 Number, Tenure, and Qualifications.**

*The number of Directors shall be a minimum of three (3) members and no more than seven (7) members with the actual number serving as may be determined by the Members from time to time at any annual or special meeting called for that purpose. Regardless of number of Directors serving, each Director shall serve staggered terms of three (3) years with no more than two (2) Directors' terms expiring in any given year. Each Director shall hold office until his or her successor shall have been elected and qualified. Each member of the Board of Directors must be a Member, the spouse of a Member, or the designated agent of a Member that is a corporation or other legal entity. An Owner of multiple Units may not control more than one seat on the Board of Directors.*

**Section 8.11 Resignation or Removal of Directors.** Notwithstanding any provision of the declaration or bylaws to the contrary, unit owners present in person, by proxy, or by absentee ballot at any meeting of the unit owners at which a quorum is present may remove any member of the executive board and any officer elected by the unit owners, 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:

- (a) a member appointed by the declarant may not be removed by a unit owner vote during the period of declarant control;
- (b) a member appointed pursuant to 27A V.S.A. § 3-103(g) may be removed only by the person that appointed that member; and
- (c) the unit owners may not consider whether to remove a member of the executive board or an officer elected by the unit owners at a meeting of the unit owners unless that subject was listed in the notice of the meeting.

At any meeting at which a vote to remove a member of the executive board or an officer is to be taken, the member or officer being considered for removal must have a reasonable opportunity to speak before the vote. See 27A V.S.A. § 3-122.

**Section 8.11 Resignation or Removal of Director**

*i. Resignation. A member of the executive board or any officer may voluntarily resign by submitting written notice to the executive board. A member of the Executive Board who misses more than two consecutive Executive Board meetings without good cause shall be considered to have voluntarily resigned from the Executive Board. Good cause shall be determined by the Executive Board, but shall include illness of the Executive Board member or his or her family. The remaining members of the Executive Board shall fill any vacancy by resignation in accordance with Section 8.7.*

*ii. Removal. Notwithstanding any provision of the declaration or bylaws to the contrary, unit owners present in person, by proxy, or by absentee ballot at any meeting of the unit owners at which a quorum is present may remove any member of the executive board elected by the unit owners or any officer, 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:*

*A. a member appointed by the declarant may not be removed by a unit owner vote during the period of declarant control;*

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# Locust Hill Condo Association

## Election on 2020 Amendments to LHCA Declarations and Bylaws

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*B. a member appointed pursuant to 27A V.S.A. § 3-103(g) may be removed only by the person that appointed that member; and*

*C. the unit owners may not consider whether to remove a member of the executive board or an officer elected by the unit owners at a meeting of the unit owners unless that subject was listed in the notice of the meeting.*

*At any meeting at which a vote to remove a member of the executive board or an officer is to be taken, the member or officer being considered for removal must have a reasonable opportunity to speak before the vote. See 27A V.S.A. § 3-122.*

1. Yes- I approve the amendment

2. No- I reject the amendment

3. Abstain

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# Locust Hill Condo Association

## Election on 2020 Amendments to LHCA Declarations and Bylaws

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### **C. Do the members approve the amendment to the Bylaws of Locust Hill Condominium Association, Inc. as described below and as recommended by the Board of Directors**

Select exactly 1 of 2 options or choose abstain to vote for none of the options.

**Article VI, Section 6.03 Insurance of the Declaration of Locust Hill Condominium currently reads as follows:**

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

**Article VI, Section 6.03 is hereby amended by deleting the last sentence above and added the following:**

*"The cost of repair or replacement in excess of Association insurance proceeds and reserves, if any, shall be a common expense, except, the Association's insurance policy current deductible of \$25,000. shall be covered mandatorily by the Unit Owner's HO-6 Coverage A: dwelling or Coverage A: betterments and improvements or by a landlord unit owner's Business Owner's Policy ("BOP"): Miscellaneous Real Property coverage. Unit owners must verify unit owners have coverage for Association policy deductibles as unit owners shall hereby be responsible for this deductible personally. The cost of repair or replacement for damages to a Unit in excess of association insurance proceeds covering any covered property or casualty loss shall be born by the Unit owner who suffered the loss. Every Unit owner shall carry personal insurance coverage to cover, at a minimum, the deductible on any policy provided by the Association. In the event more than one condominium Unit incurs damage or the Association's Common Areas and one or more Units incur damage, any casualty loss deductible not covered by the Association's policy shall be prorated amount the number of insureds suffering a loss from the same occurrence. For this purpose, the Association and each Unit owner shall be an insured"*

Except as specifically amended hereinabove, the Declaration shall remain and be in full force and effect.