29 Nosedive Drive

29 Nosedive Drive, Stowe, Vermont | $3,275,000







For more information, please contact:

Meg Kauffman
Luxury Real Estate Broker
mkauffman@landvest.com
M: 802.318.6034 O: 802.528.7606

1940 Mountain Road, Stowe, VT 05672

LandVest
CHRISTIE'S INTERNATIONAL REAL ESTATE

All information provided is deemed reliable but is not guaranteed and should be independently verified. 393489

LandVest

STATEMENT OF LIMITATIONS

This Property Profile package is a compilation of public record information and additional material and information from the Seller. The Offered Property is currently offered for sale by LandVest, Inc.

This Property Profile is intended to facilitate a prospective buyer's ability to become generally familiar with the Offered Property. However, neither the Seller nor Seller's representatives (including LandVest, Inc.) makes any express or implied representation or warranty as to the accuracy or completeness of any material or information in this Property Profile package (including, without limitation, any of the exhibits attached hereto), and none of such persons shall have any liability whatsoever relating to or arising from the use of any material or information in this Property Profile package or any errors therein or omissions therefrom. More specifically, no prospective buyer of all or any part of the Offered Property is entitled to rely on the accuracy or completeness of any of this material or information and shall be entitled to rely solely on such representations and warranties as may be specifically and expressly set forth in a fully executed Purchase and Sale Agreement relating to any acquisition of all or any part of the Offered Property, subject to the terms and conditions of such Agreement. Any prospective buyer will have to independently verify any material or information contained in this Property Profile which such prospective buyer deems relevant to his or her decision to purchase or not to purchase all or any part of the Offered Property.

Any alternative use of the Offered Property implied in this Property Profile does not constitute a warranty or guarantee of approval for such alternative use by any local, state or federal agency or official. It is the sole responsibility of any buyer to determine the viability of any contemplated use of the Offered Property under pertinent federal, state, and local laws and regulations. The Seller makes no representation as to the likelihood of approval of any proposed use.

Any sketches produced by LandVest, Inc. or plans prepared by other professionals in this Property Profile package are included only to assist the reader in better visualizing the Offered Property.

No access to any part of the Offered Property is allowed unless accompanied by an authorized employee of LandVest, Inc.

Addendum
29 Nosedive Drive
Stowe, Vermont 05672

PROPERTY
Stowe Mountain Resort Condominium
Close to Spruce Club Golf Course

EXTERIOR
Attached 1-car garage
Two small decks
Storage locker for gear

INTERIOR
Entry (16'3" x 21'7")
Entry/exit to condo unit
Stone tile flooring
Stairs to upper level
Radiant heat

Mudroom (7'2" x 9'10")
Stone tile
Built-in shelves and cubbies

Coat closet

Half Bathroom (6'1" x 5'3")
Stone tile
Sconce lighting
Single vanity
Radiant heat

Bedroom (22'1" x 13'7")
Gas fireplace
Carpet
Baseboard heating
French doors to deck
Access to bathroom

Full Bathroom (10'1" x 14'4")
Granite counter
Tile flooring
Jacuzzi bathtub
Shower

Walk-in Closet (9'11" x 7'2")
Built-ins

LOWER LEVEL
Stairs
Carpet
Sconce lighting

Hallway (16'2" x 14'8")

Laundry (6'5" x 8'8")
Tile flooring
GE - HE washer/dryer
side by side top loading
Built-in shelving
Access to utility room

Utility Room (9'5" x 8'8")
Boiler
Hot water heater

Storage Closet (under stairs)

Bedroom Ensuite (11'4" x 16'1")
Carpet
Baseboard heating
Closet

Full Bathroom (11'4" x 5'5")
Single vanity
Sconce lighting
Tile flooring
Bathtub / Shower

Linen closet

Full Bathroom (10'10" x 4'10")
Single vanity
Bathtub/Shower
Tile flooring
Entry to bedroom

Family Room (16'8" x 13'11")
Gas fireplace
Wool carpet
Baseboard heating
Walkout to stone patio
Recessed lighting
Entry to full bathroom
Entry to bedroom

The statements and figures presented herein, while not guaranteed, were secured from sources we believe reliable. Description, images and design; © Copyright LandVest, Inc., 2024. All brokers/salespersons represent the seller, not the buyer, in the marketing, negotiating and sale of property, unless otherwise discloses. However, the broker/salesperson has an ethical and legal obligation to show honestly and fairness to the buyer in all transactions.
Listing #VT1452.
EXCLUSIVELY LISTED WITH LANDVEST

Meg Kauffman – 802-318-6034
1940 Mountain Rd, Stowe, VT 05672 – Tel: 802-528-7606
www.landvest.com

Addendum
29 Nosedive Drive
Stowe, Vermont 05672

Bedroom (10'10" x 13'11")
Walkout to stone patio
Closet
Wool carpet

Stairs to upper level
Carpet runner
Sconce lighting
Chandelier

UPPER LEVEL
Hardwood floors
Cathedral ceiling
Beam detail
Recessed lighting

Kitchen/Dining (32'4" x 26'2")
Granite counters
Wood facing Subzero refrigerator/freezer
Sharp microwave
4 burner Wolf gas stovetop and oven
Stainless steel sink
Miele dishwasher
Bar counter with stools
Pendant lighting
Walkout to deck
Chandelier

Living Room (16'3 x 19'2)
Stone gas fireplace

Half Bathroom (5'3" x5'4")
Sconce lighting
Single vanity

Primary Bedroom (17'4" x 15'4")
Carpet
Walkout to deck w/ mountain view
Chandelier

Walk-in closet (11'11" x 4'3")

Primary Bathroom (12'5" x 15'6")
Jacuzzi bathtub
Shower
Double vanity
Tile flooring
Recessed lighting
Sconce lighting

Garage (11'8" x 22'2")

UTILITIES
Heat
Internet
Electric

EXPENSES:
HOA

TAXES: 2024-25
$41,477.56

The statements and figures presented herein, while not guaranteed, were secured from sources we believe reliable. Description, images and design; © Copyright LandVest, Inc., 2024. All brokers/salespersons represent the seller, not the buyer, in the marketing, negotiating and sale of property, unless otherwise discloses. However, the broker/salesperson has an ethical and legal obligation to show honestly and fairness to the buyer in all transactions.
Listing #VT1452.
EXCLUSIVELY LISTED WITH LANDVEST
Meg Kauffman – 802-318-6034
1940 Mountain Rd, Stowe, VT 05672 – Tel: 802-528-7606
www.landvest.com

Residential **Condo** | **29 Nosedive Drive** | **Listed: 7/6/2024** | **$3,275,000**
5003758 | **Stowe** | **VT 05672** | **Closed:**
Active | **Unit/Lot # 1** | **DOM: 121**



County	VT-Lamoille	**Rooms - Total**	6
VillDstLoc		**Bedrooms - Total**	4
Year Built	2013	**Baths - Total**	6
Architectural Style	Adirondack, Cabin, Duplex	**Baths - Full**	4
Color		**Baths - 3/4**	0
Total Stories	3	**Baths - 1/2**	2
Taxes TBD	No	**Baths - 1/4**	0
TaxAnnlAmt	$41,477.00	**SqFt-Apx Total Finished**	2,996
Tax Year	2024	**SqFt-Apx Total**	2,996
Tax Year Notes	2024-2025	**Lot Size Acres**	
		Lot - Sqft	
		Footprint	

Date Initial Showings Begin

Directions From I-89 - Exit 10. Rt 100 N. to Rt 108 (Mountain Rd) 7 miles. Take right at Spruce Peak at Stowe sign. Follow Big Spruce Rd take Left on Nosedive Drive. First driveway on left.

Unbranded Tour URL 1 Property Panorama VTour
Unbranded Tour URL 2

Remarks - Public In the heart of Stowe Mountain Resort, this exquisite four-bedroom mountain cabin at Spruce Peak offers unparalleled luxury and convenience. With direct ski-in/ski-out access, winter enthusiasts have the ultimate location for all that Stowe Mountain Resort has to offer. During the warmer months, the adjacent 18-hole mountain golf course provides a stunning backdrop, while hiking, mountain biking, and fly-fishing are a veritable "stones-throw" away. Beyond the outdoor amenities, the charming town of Stowe, Vermont, aptly coined as the "Aspen of the East", is just down the road, offering quaint shops, gourmet dining, and vibrant local culture. This property is the epitome of year-round mountain living, blending natural beauty with all the modern comforts you may desire.

STRUCTURE

Construction Status	Existing	**Estimated Completion**	
Rehab Needed			
Construction Materials	Steel Frame, Brick Exterior, Cedar Exterior, Granite Exterior, Stone Exterior		
Foundation	Concrete		
Roof	Shingle - Architectural		
Basement	No		
Basement Access Type			
Garage	Yes		
Garage Capacity	1		

SqFt-Apx Fin Above Grade	2,996
List $/SqFt Fin ABV Grade	$1,093.12
SqFt-Apx Fin AG Source	Estimated
SqFt-Apx Unfn Above Grade	0
SqFt-Apx Unfn AG Source	Estimated
SqFt-Apx Fin Below Grade	0
List $/SqFt Fin Below Grade	
SqFt-Apx Fin BG Source	Estimated
List $/SqFt Fin Total	$1,093.12
SqFt-Apx Unfn Below Grade	0
SqFt-Apx Unfn BG Source	Estimated
SqFt-Apx Tot Below Grade	
SqFt-Apx Tot BG Source	

ROOMS	DIMS. / LVL	ROOMS	DIMS. / LVL

PUBLIC RECORDS

Deed - Recorded Type	Warranty	**Map**	
Deeds - Total		**Block**	
Deed - Book	1073	**Lot**	
Deed - Page	174	**SPAN#**	621-195-14079
Deed 2 - Book		**Tax Class**	Non-Homestead
Deed 2 - Page		**Tax Rate**	
Plan Survey Number		**Current Use**	
Property ID		**Land Gains**	
Zoning	PUD	**Assessment Year**	
		Assessment Amount	

LOT & LOCATION

Development / Subdivision Spruce Peak Mountain Cabins
Owned Land
Common Land Acres 5.00

Roads Association, Cul-de-Sac, Dead End, Paved, Private
Road Frontage Yes
ROW - Length
ROW - Width
ROW - Parcel Access
ROW to other Parcel
Surveyed Yes

School - District Stowe School District
School - Elementary Stowe Elementary School
School - Middle/Jr Stowe Middle/High School
School - High Stowe Middle/High School

Lot Features Condo Development, Conserved Land, Landscaped, Mountain View, PRD/PUD, Ski Area, Ski Trailside, Subdivision, Trail/Near Trail, View, Walking Trails

Waterfront Property
Water View
Water Body Access
Water Body Name
Water Body Type
Water Frontage Length
Waterfront Property Rights
Water Body Restrictions

UTILITIES

Heating Baseboard, Radiant
Heat Fuel Gas - LP/Bottle
Cooling Central AC
Water Source Public
Sewer Public
Electric Circuit Breaker(s)

Utilities Cable - Available, Underground Utilities
Internet Internet - Cable

Fuel Company
Electric Company
Cable Company
Phone Company
Internet Service Provider

FEATURES

Features - Exterior Balcony, Patio
Driveway Paved
Parking Heated Garage, Driveway, Parking Spaces 2, Attached
Flooring Carpet, Ceramic Tile, Hardwood, Slate/Stone
Features - Interior Cathedral Ceiling, Fireplaces - 3+, Kitchen Island, Kitchen/Dining, Vaulted Ceiling

Appliances Cooktop - Gas, Dishwasher, Disposal, Dryer, Range Hood, Microwave, Oven - Wall, Range - Gas, Refrigerator, Washer, Water Heater-Gas -LP/Bttle
Equipment Air Conditioner, CO Detector, Security System, Smoke Detectr -HrdWrdw/Bat, Sprinkler System

CONDO -- MOBILE -- AUCTION INFO

Condo Name
Building Number
Units Per Building 2
Condo Limited Common Area
Condo Fees Yes

Auction
Date - Auction
Auction Time
Auctioneer Name
Auctioneer License Number
Auction Price Determnd By

Mobile Park Name
Mobile Make
Mobile Model Name
MobileSer#

Mobile Anchor
Mobile Co-Op
Mobile Park Approval
Mobile Must Move

DISCLOSURES

Fee $6,236.27 Quarterly **Fee Includes** Landscaping, Plowing, Condo Association Fee, HOA Fee
Fee 2
Fee 3

Foreclosed/Bank-Owned/REO No
Planned Urban Developmt
Rented
Rental Amount

Flood Zone Unknown
Seasonal No
Easements
Covenants Yes
Resort Yes

Items Excluded

Timeshare/Fract. Ownrshp No
T/F Ownership Amount
T/F Ownership Type

POWER PRODUCTION

Power Production Type
Power Production Ownership
Mount Type
Mount Location
Power Production Size
Power Production Year Install
Power Production Annual
Power Production Annual Status
Power Production Verification Source

Power Production Type 2
Power Production Ownership 2
Mount Type 2
Mount Location 2
Power Production Size 2
Power Production Year Install 2
Power Production Annual 2
Power Production Annual Status 2
Power Production Verification Source 2

HOME PERFORMANCE INDICATORS

Green Verificatn Body 2
Green Verificatn Progrm 2
Green Verificatn Year 2
Green Verificatn Rating 2
Green Verificatn Metric 2
Green Verificatn Status 2
Green Verificatn NewCon 2
Green Verification Source 2
Green Verificatn URL 2

Green Verification Body
Green Verification Progrm
Green Verification Year
Green Verification Rating
Green Verification Metric
Green Verification Status
Green Verification Source
Green Verification NewCon
Green Verification URL

Green Verificatn Body 3
Green Verificatn Progrm 3
Green Verificatn Year 3
Green Verificatn Rating 3
Green Verificatn Metric 3
Green Verificatn Status 3
Green Verification Source 3
Green Verificatn NewCon 3
Green Verificatn URL 3

PREPARED BY

Meg Kauffman
Cell: 802-318-6034
mkauffman@landvest.com



LandVest
REAL ESTATE · TIMBERLAND

CHRISTIE'S
INTERNATIONAL REAL ESTATE

My Office Info:

LandVest, Inc.
1940 Mountain Road

Stowe VT 05672
Off: 802-528-7606

Listed by: Meg Kauffman/ LandVest, Inc.

Subject to errors, omissions, prior sale, change or withdrawal without notice. Users are advised to independently verify all information. The agency referenced may or may not be the listing agency for this property. PrimeMLS is not the source of information presented in this listing. Copyright 2024 PrimeMLS.

Stowe, VT - Property Database - Detail Result

Last Updated: August 02, 2022 | Official copies of data must be obtained at the Stowe Office.

Powered by www.nemrc.com

Owner Information

Parcel	80001
Owner	BODNAR KIPPSTER 20 HANCOCK STREET #1 BOSTON, MA 02114
Location	29 NOSEDIVE DR
Tax Map #	14-011.400
Descr	MT CABIN #1

Parcel Information

NBHD	53	**SPAN**	621-195-14079
Acres	0	**Status**	A - Active

Sales Information

Book	1073	**Sale Date**	2020-03-23
Page	174	**Sale Price**	2,230,000

Parcel Value Information

Land Value		**Homestead**	2,194,700
Dwelling Value	2,194,700	**Housesite**	2,194,700
Site Imprvmnt			
Outbuildings			
Total	2,194,700		

Photo not available.

BUILDING

Total Rooms	6	**Year Built**	2013	**Building SF**	2996.00	**Energy Adj**	No Data		
Bedrooms	4	**Effect Age**		**Quality**	5.00	**Bsmt Wall**	No Data	**Condition**	
Full Baths	4	**Condition**	Good	**Style**	No Data	**Bsmt SF**	373	**Fireplaces**	4
3/4 Baths		**Phys Depr**		**Design**	No Data	**Bsmt Fin**		**Porch**	
Half Baths	1	**Funct Depr**	5	**Bldg Type**	No Data	**Bsmt Fin SF**		**Gar/Shed**	
Kitchens		**Econ Depr**							

Notes 2014: Consider condo 50% complete with land componet 20% of total property value. Apply 10% development factor. 2015: Condominium complete 2017: Equity adjustments made to all Mountain Cabins. Sold 3-23-20 for $2,230,000 Bk 1073/174

Sketch

Sketch not available.

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

Vermont Association of Realtors®

EQUAL HOUSING OPPORTUNITY

SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: 06/19/2024

Seller's Name(s): Kipp Bodnar and Tera Hickle

Physical Property Address: 29 Nosedive Drive (Street) Stowe (City/Town)

Type of Property: ☐ Single Family Residence ☐ Multi-Family Residence (duplex, triplex, etc.) ☑ Condominium/Townhouse ☐ Land Only ☐ Commercial

Use of Property: ☐ Primary Residence ☑ Vacation Property ☐ Rental Property ☐ Other: _____

INTRODUCTION: This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills thatwould provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER.
THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).

1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	☐ YES	☐ NO	☑ DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earthstability problems that have affected the Property?	☐ YES	☐ NO	☑ DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	☐ YES	☑ NO	☐ DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	☐ YES	☑ NO	☐ DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	☐ YES	☑ NO	☐ DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? ☐ Road Maintenance Agreement ☑ Homeowners/Road Association ☐ Shared Driveway Other (explain): _____ Annual Cost(s): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	☐ YES	☑ NO	☐ DON'T KNOW

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ]

Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: Propane	☑ YES	☐ NO	☐ DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? _____ When? _____ By whom? _____	☑ YES	☐ NO	☐ DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	☐ YES	☑ NO	☐ DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? _____	☐ YES	☑ NO	☐ DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	☐ YES	☐ NO	☑ DON'T KNOW
(m)	Are copies of any of the following available? ☐ Site Plan ☐ Survey ☐ Tax Map ☐ Subdivision Plan/Sketch	☐ YES	☐ NO	☑ DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	☐ YES	☑ NO	☐ DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, or zoning set back violations affecting the Property?	☐ YES	☑ NO	☐ DON'T KNOW
Further explanation of any of the above:				

2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	**Heating System (check all that apply)**: ☐ Base Board ☐ Hot Air ☑ Radiant ☐ Heat Pump ☐ Direct ☐ Vent ☐ Steam Other (explain): _____ Age of Furnace/Boiler: _____ ☐ Don't Know Primary Fuel Type: ☐ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain) _____ Primary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ Secondary Fuel Type: ☐ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain): _____ Secondary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ If propane, who owns propane tank? ☐ Owner ☐ Propane Supplier ☐ Association Property used: ☐ Full Time ☐ Seasonally *Fuel consumption may vary by user, number of occupants and weather conditions.*
(b)	**Air Conditioning:** ☑ YES ☐ NO If "Yes," describe type and number of units (central, heat pump, window, etc.)
(c)	**Hot Water System (check all that apply):** ☐ Hot Water Tank ☑ Domestic/Off Boiler ☐ On Demand ☐ Heat Pump Water Heater Age of Hot Water System: _____ ☐ Don't Know Fuel Type: ☐ Oil ☐ Electric ☐ Natural Gas ☐ Propane ☐ Coal ☐ Solar ☐ Wood Pellet ☐ Other _____ Hot Water Tank is: ☑ Owned ☐ Rented If rented, from whom: _____ Monthly rental fee: $ _____
(d)	**Alternative Energy System(s) (check all that apply):** ☐ Solar ☐ Wind ☐ Hydroelectric ☐ Geothermal ☐ Unknown Energy returned to grid: ☐ YES ☐ NO Owned or Leased: _____
(e)	**Electrical System:** Electrical service panel has: ☐ Fuses ☑ Circuit Breakers ☐ Other (explain) _____ Annual electricity usage: $ _____ Date Range: _____ Electric utility provider: _____ Property used: ☐ Full ☐ Time Seasonally *Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions.* Main Breaker Amperes: _____ Amps ☐ Don't Know
(f)	Has a Vermont Home Energy Profile been created? If yes, when? _____ By whom? _____ ☐ YES ☑ NO ☐ DON'T KNOW
(g)	Are you aware of any problems or conditions that affect any of the above systems? ☐ YES ☑ NO If "Yes," explain in detail:

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ]

Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

TELEPHONE/INTERNET/TELEVISION

(h)	Is landline telephone service present at the Property? ☐ YES ☑ NO If "Yes," current provider: _____
(i)	Is cellular telephone service available at the Property? ☑ YES ☐ NO If "Yes," list available providers: _____
(j)	Is internet service available at the Property? ☑ YES ☐ NO If "Yes", current provider: _____ If "Yes," service is: ☐ Dial Up ☐ Broadband ☑ Cable ☐ Satellite ☐ DSL ☐ Fiber Optic
(k)	Is television service available at the Property? ☑ YES ☐ NO If "Yes", current provider: _____ If "Yes," source is: ☐ Antenna ☑ Cable ☐ Satellite ☐ DSL ☐ Fiber Optic

OTHER EQUIPMENT AND APPLIANCES

(l) Check the items that will be ***included*** in the sale of the Property:

☑ Electric Garage Door Opener - Number of Transmitters _____ ☑ Security Alarm System ☐ Owned ☐ Leased
☐ Humidifier ☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☑ Smoke Detectors - How Many? _____
☑ Whirlpool Bath ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub
☐ Pool/Spa Equipment (list): _____ ☑ Refrigerator ☑ Stove ☑ Hood/Fan ☑ Microwave Oven
☑ Dishwasher ☑ Garbage Disposal ☐ Trash Compactor ☑ Washer ☑ Dryer ☐ Central Vacuum ☑ Freezer
☐ Intercom ☐ Ceiling Fans ☐ Woodstove ☐ Sump Pump ☐ Well Pump ☐ Satellite Dish ☐ Indoor/Outdoor Grill
☐ Attic Fan(s) ☐ Window A/C ☐ Mini Split ☐ Compost Bin
☐ Wood/Gas/Pellet/Other Stove (describe): _____
☐ OTHER: _____

List additional equipment and appliances, including any AC units, that will be ***excluded*** from the sale of the Property:
The grills will not be included in the sale.

Are any of the items that will be included in the sale of the Property in need of repair or replacement? ☐ YES ☑ NO
If "yes", explain in detail: _____

3. STRUCTURAL COMPONENTS

Type of construction (check all that apply)
☐ Manufactured ☐ Modular ☐ Wood Frame ☐ Other (describe): _____

Age of Building(s): Main Bldg. 2014 Additions to Main Bldg. _____ Additional Building(s): (a)_____(b)_____

Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property? ☐ Yes ☑ No
If "Yes," please explain:

If "yes," did you obtain all necessary permits and approvals for such work? ☐ Yes ☐ No ☐ Don't know

Check any of the following items that have significant defects or malfunctions or that need significant repair:
☐ Foundation ☐ Slab ☐ Chimney ☐ Fireplace ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Windows ☐ Doors
☐ Storms/Screens ☐ Exterior Walls ☐ Driveway ☐ Sidewalks ☐ Pool ☐ Roof ☐ Outside Retaining Walls
☐ Other Structures/Components: _____
If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair: _____

Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?
☐ YES ☑ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs:

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ]

Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

BASEMENT/CELLAR/CRAWL SPACE:
Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space? ☐ YES ☑ NO
If "Yes," explain in detail: _____

Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?
☐ YES ☑ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: _____

Are any of the above recurring problems? ☐ YES ☑ NO If "Yes," what are the problems and how often have they recurred?

ROOF: ☐ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) _____ ☐ Don't Know
Approximate age of roof? 2014
Has the roof ever leaked since you have owned the Property? ☐ YES ☑ NO ☐ DON'T KNOW
If "Yes," explain: _____
Has the roof been replaced or repaired since you have owned the Property? ☐ YES ☑ NO ☐ DON'T KNOW
If "Yes," when? _____
Are there any current problems with the roof? ☐ YES ☑ NO ☐ DON'T KNOW
If "Yes," explain: _____

4. WATER SUPPLY

Special Notice: Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. *Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate or continue to function for any period of time*. **Inspection of these systems by a qualified inspector is strongly recommended. As required by law, any Seller with a potable water supply that is not served by a public water system shall provide the Purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.**

TYPE OF WATER SYSTEM The Property is connected to and serviced by (check all applicable boxes):
☑ Public or Municipal ☐ Community ☐ Private ☐ Shared ☐ Driven Point Well ☐ On-site ☐ Off-site
☐ Drilled Well ☐ Dug Well ☐ Spring ☐ Lake/Pond ☐ None ☐ Don't Know ☐ Other _____
Water System Features: ☐ Cistern/Reservoir/Holding Tank ☐ Water Softener/Conditioner ☐ Reverse Osmosis
☐ Infrared Light ☐ Ultraviolet ☐ Other: _____ ☐ None ☐ Don't Know
Water Pipes are: ☐ Copper ☐ Galvanized ☐ Metal Lead ☐ PVC (Plastic) ☐ Combination ☐ Don't Know
Age of Water System: _____
If Drilled Well: Drilled by: _____ Tag #: _____ Depth: _____
Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____
What is the annual cost for municipal water $_____ Date Range: _____ Metered ☐ YES ☐ NO

CONDITION OF WATER AND WATER SYSTEM
Has the water been tested for coliform bacteria? ☐ YES ☐ NO ☑ DON'T KNOW
If "Yes," when? _____ By whom? _____ Results: _____
Has any other water quality or water chemistry testing been done? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," when? _____ By whom? _____ Results: _____
Water softener ☐ YES ☑ NO If "Yes," ☐ Own ☐ Rent If rented, from whom: _____
Are you aware of low pressure in your water system? ☐ YES ☐ NO
Has your water supply ever run out or run low? ☐ YES ☐ NO If "Yes," describe: _____

Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☑ NO If "Yes," describe in detail: _____

Describe in detail any other problems you have had with your water system, including water quality or quantity:

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ] Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

5. SEWER/SEPTIC/WASTEWATER SYSTEM

Special Notice: Sewer septic and wastewater systems that are not public or municipal systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. *Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time.* **Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.**

TYPE OF SYSTEM The Property is connected to and serviced by (check appropriate boxes):
☐ Public or Municipal Sewer System ☐ Shared ☐ On-site septic/wastewater system ☑ Off-site septic/wastewater system
☐ Septic Tank ☐ New or Alternate Technology (explain technology) _____
☐ Holding Tanks ☐ Cesspool ☐ Sewage Pump ☐ Dry Well ☐ Conventional disposal area ☐ Mound System disposal area
☐ At Grade ☐ Other ☐ Don't Know If other, please explain: _____
What is the annual cost of municipal sewer? $_____ Date Range: _____

CONDITION OF SYSTEM If other than public or municipal sewer/wastewater system, answer the following:
Date system installed: _____ Is the system entirely on your Property? ☐ YES ☐ NO ☑ DON'T KNOW
If "No," where is it? _____

Has the system been repaired since you have owned the Property? ☐ YES ☐ NO If "Yes," when? _____
What was done? _____ By whom? _____

Type of septic tank: ☐ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) _____ ☐ Don't Know
Septic tank capacity (in gallons) _____ ☐ Don't Know
Date Septic Tank Last Inspected? _____ ☐ Don't Know Reports of last inspection/pumping attached ☐ YES ☐ NO
Date Septic Tank Last Pumped? _____ ☐ Don't Know By whom? _____
If required by a State of Vermont wastewater permit, have required periodic maintenance/inspections been completed ☐ Yes ☐ No
If so, date of most recent service _____ Cost: $_____ By whom: _____

To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☐ NO If "Yes," describe in detail:

Has the property been occupied as a primary residence for at least 181 days during any one calendar year between December 31, 1986 and December 31, 2006? ☐ YES ☑ NO ☐ DON'T KNOW

6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	☑ YES	☐ NO	
(b)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	☐ YES	☑ NO	
(c)	Is property enrolled in Vermont's Current Use program?	☐ YES	☑ NO	
(d)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	☐ YES	☑ NO	
(e)	Are there any property tax abatements, land use value appraisal, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? If yes, explain: _____	☐ YES	☑ NO	☐ DON'T KNOW
(f)	If the house was built after December 31, 1997, is a Residential Building Energy Standard (RBES) certification available?	☐ YES	☐ NO	☑ DON'T KNOW
(g)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	☐ YES	☑ NO	
(h)	Does the property have Urea-Formaldehyde Foam Insulation?	☐ YES	☐ NO	☑ DON'T KNOW
(i)	Does the Property have Asbestos and/or Asbestos Materials in the siding, walls, plaster, flooring, insulation, heating system?	☐ YES	☑ NO	☐ DON'T KNOW

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ] Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

(j)	Has the Property been tested for Radon Gas? If "Yes," when? 2020 By whom? _____ Results: Negative	☑ YES	☐ NO	☐ DON'T KNOW
(k)	Has paint containing lead been used on the Property?	☐ YES	☑ NO	☐ DON'T KNOW
(l)	Does the Property have evidence of mold? If "Yes," what has been done about the mold? _____	☐ YES	☑ NO	☐ DON'T KNOW
(m)	Are you aware of any off-site conditions in your neighborhood/community that could affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	☐ YES	☑ NO	
(n)	Is there any infestation by pests that affect the property? If "Yes," explain: _____	☐ YES	☑ NO	☐ DON'T KNOW
(o)	Do you have any knowledge of any damage to the Property caused by pests?	☐ YES	☑ NO	☐ DON'T KNOW
(p)	Is the Property currently under warranty or other coverage by a pest control company?	☐ YES	☑ NO	☐ DON'T KNOW
(q)	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	☐ YES	☑ NO	☐ DON'T KNOW
(r)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? ☐ Yes ☐ No	☐ YES	☑ NO	☐ DON'T KNOW
(s)	Further explanation of answers to any of the above:			

7. CONDOMINIUMS/SUBDIVISIONS/HOMEOWNERS' ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership association or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached? _____	☑ YES	☐ NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below.	☐ YES	☑ NO	☐ DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below.	☐ YES	☐ NO	☑ DON'T KNOW
(d)	Are pets allowed? If yes, what is allowed? _____	☑ YES	☐ NO	☐ DON'T KNOW
(e)	Are there any rental restrictions? _____	☐ YES	☑ NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: $? _____ ☐ Monthly ☑ Quarterly ☐ Yearly	☑ YES	☐ NO	
(g)	Are there any special assessments on the Property? If "Yes," amount: $_____ ☐ Monthly ☐ Quarterly ☐ Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	☐ YES	☑ NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/ condominium owners' association and any other parties? If "Yes," describe below.	☐ YES	☑ NO	☐ DON'T KNOW
(i)	Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.	☐ YES	☑ NO	☐ DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail _____			
Further explanation of any of the above:				

Seller's Initials KB 06/19/24 9:16 AM EDT dotloop verified; TH 06/20/24 5:46 AM EDT dotloop verified; [ ] [ ]

Purchaser's Initials [ ] [ ] [ ] [ ]

dotloop signature verification: dtlp.us/tvV2-Qym6-rQ4V

IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY? (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)

☐ **YES** ☐ **NO** ☑ **DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:**

SELLER'S STATEMENT: Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION. HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.

Seller: Kippster Bodnar (dotloop verified 06/19/24 9:16 AM EDT GU8B-FFFC-TGQQ-4NMR) (Signature) (Date)		Purchaser: (Signature) (Date)	
Seller: Tera Hickle (dotloop verified 06/20/24 5:46 AM EDT I2IU-NUXH-VYOY-SGLV) (Signature) (Date)		Purchaser: (Signature) (Date)	
Seller: (Signature) (Date)		Purchaser: (Signature) (Date)	
Seller: (Signature) (Date)		Purchaser: (Signature) (Date)	

000809

Barcode ID: 172383 Type: LAN
File# 2020-00000809
BK 1073 PG 174-176

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that 29 Nosedive Nominee Trust, by Lawrence M. LaFreniere, Trustee, of Lexington, Massachusetts, Grantor, in consideration of TEN AND MORE DOLLARS paid to its full satisfaction by Kippster Bodnar and Tera Hickle, of Boston, Massachusetts, Grantees, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, Kippster Bodnar and Tera Hickle, husband and wife as tenants by the entirety, and their heirs and assigns forever, a certain condominium unit located in the Town of Stowe, County of Lamoille and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to 29 Nosedive Nominee Trust by Warranty Deed of Spruce Peak Realty, LLC dated October 27, 2014 and recorded in Book 895, Page 317 of the Stowe Land Records, and being more particularly described as follows:

Being Unit No. 1 of Spruce Peak Mountain Cabins, a condominium created by the Amended and Restated Declaration of Condominium for Spruce Peak Mountain Cabins dated as of March 19, 2012, recorded in Book 883 at Page 261 of the Stowe Land Records, and any amendments thereto.

The aforesaid Unit, and the land, easements, buildings and other improvements included in the condominium, are depicted on a plan entitled "Condominium Plat, Spruce Peak Mountain Cabins" prepared by Civil Engineering Associates, Inc., consisting of two sheets, Sheet CP-1.0 dated April 11, 2005, last revised August, 2011, and sheet CP-1.1 dated October 9, 2007, last revised September 23, 2014, recorded in Map Book 21, Page 19 of the Stowe Land Records, and on floor plans entitled "Spruce Peak at Stowe Mountain Cabins," prepared by Zehren and Associates, Inc., consisting of three sheets of floor plans for each of Units 1/2 and 3/4 (Sheets A1.1 through 1.3), dated October 9, 2014 and recorded in Map Book 21, Page 9 of the Stowe Land Records.

Spruce Peak Mountain Cabins condominium is part of a planned community known as "Spruce Peak at Stowe" situated at the base of the Spruce Peak Ski Area in the Stowe Mountain Resort, created by the Amended and Restated Declaration for Spruce Peak at Stowe, dated as of January 1, 2010, recorded January 21, 2010 in Book 769 at Page 154 of the Stowe Land Records, and any amendments thereto.

The planned community is depicted on a plan entitled "Planned Community Plat, Spruce Peak at Stowe," prepared by Little River Survey Company, L.L.C., dated April 2004, last revised April, 2011, recorded in Map Book 19 at Pages 99 through 108 of the Stowe Land Records, as amended by revised Sheets 4 and 9 of the Planned Community Plat last revised July, 2011, and recorded in Map Book 19 at Pages 120 – 121 of the Stowe Land Records.

OLSON & ASSOCIATES, PLC
Attorneys at Law

PO Box 1019
188 South Main St.
Stowe, VT 05672

802-253-7810

This conveyance includes the following:

a. The Allocated Interest in the Common Elements of Spruce Peak Mountain Cabins condominium assigned to the Unit under the Declaration of Condominium for Spruce Peak Mountains Cabins;

b. One (1) membership in Mountain Cabins Homeowners' Association, Inc., a Vermont nonprofit corporation organized to operate, manage and maintain the common elements of Spruce Peak Mountain Cabins condominium; and

c. One (1) residential membership in The Spruce Peak Master Owners' Association, Inc., a Vermont nonprofit corporation organized to own and operate the common elements and limited common elements of the Spruce Peak at Stowe planned community.

The Allocated Interest and the membership interests in the Mountain Cabins Homeowners' Association, Inc. and the Spruce Peak Master Owners' Association, Inc. shall be appurtenant to, and may not be separated from, the aforesaid Unit.

The aforesaid Unit is a portion only of the lands and premises conveyed to Spruce Peak Realty, LLC by the Warranty Deed of Mt. Mansfield Company, Inc., dated June 9, 2003, recorded in Book 518 at Page 257 of the Stowe Land Records, as modified by the Corrected Warranty Deed of Mt. Mansfield Company, Inc. dated December 30, 2003, recorded in Book 551 at Page 190 of the Stowe Land Records, and by the Warranty Deed of Mt. Mansfield Company, Inc., dated October 18, 2007, recorded in Book 696 at Page 1 of the Stowe Land Records.

The aforesaid Unit is subject to, and has the benefit of, the easements, covenants, restrictions, rights, privileges, duties and obligations set forth in the following:

1. The Amended and Restated Declaration of Condominium for Spruce Peak Mountain Cabins and any amendments thereto.

2. The Bylaws of Mountain Cabins Homeowners' Association, Inc. and any amendments thereto.

3. Any Rules and Regulations adopted by the Executive Board of Mountain Cabins Homeowners' Association, Inc., and any amendments thereto.

4. The Amended and Restated Declaration for Spruce Peak at Stowe and any amendments thereto.

5. The Bylaws of Spruce Peak Master Owners' Association, Inc. and any amendments thereto.

6. Any Rules and Regulations adopted by the Executive Board of Spruce Peak Master Owners' Association, Inc., and any amendments thereto.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, Kippster Bodnar and Tera Hickle, husband and wife as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever;

And, the said Grantor, 29 Nosedive Nominee Trust, by Lawrence M. LaFreniere, Trustee, for itself and its successors and assigns, does covenant with the said Grantees, Kippster Bodnar and Tera Hickle, and their heirs and assigns, that until the ensealing of these presents it is the sole owner of the land and premises, and has good right and title to convey the same in manner aforesaid, and that they are FREE FROM EVERY ENCUMBRANCE except as aforesaid.

And the said Grantor, 29 Nosedive Nominee Trust, by Lawrence M. LaFreniere, Trustee, hereby engages to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as aforesaid.

Dated this 3 day of March, 2020.

Received for Record at Stowe, VT
On 03/24/2020 at 03:52:00 PM
Attest: Lisa Walker, Town Clerk

29 Nosedive Nominee Trust

By Lawrence M. LaFreniere, Trustee

STATE OF Ma
COUNTY OF Suffolk, SS.

At [town/city] Boston in said County on this 3 day of March, 2020, personally appeared Lawrence M. LaFreniere, Trustee, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of 29 Nosedive Nominee Trust.

Before me,
Notary Public

My Commission Expires: 7/11/25

ANDREW ANASTOPOULOS III
MY COMMISSION EXPIRES JUL. 11, 2025
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

{SEAL}

Transfer Received 3.24.2020
Lisa A. Walker, Town Clerk, Stowe, VT

001386

VOL 833 PAGE 245

SECRETARY'S CERTIFICATE
OF
MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC.

The undersigned certifies that s/he is the duly elected, qualified and acting Secretary of Mountain Cabins Homeowners' Association, Inc., a Vermont corporation (the "Association"); that s/he is authorized to execute this Certificate on behalf of the Association; and that:

Attached hereto are the Amended and Restated Bylaws for Mountain Cabins Homeowners' Association, Inc. (the "Amended Bylaws"), which Amended Bylaws were duly adopted and approved by the requisite number of Members at a meeting held on March 19, 2012; and that said approval of Members has not been amended or revoked and remains in full force and effect as of the date hereof. Record of the required number of votes cast are maintained in the Association files at the office of the Association.

In witness whereof, the undersigned Secretary has executed this Certificate as of the 21st day of June, 2012.

Secretary

Stowe, Vt. Record Received
6·28·2012 at 9:25 AM
Alison A. Kaiser, Town Clerk

Spruce Peak Realty, LLC
JUL 12 2012
RECEIVED

AMENDED AND RESTATED
BYLAWS
MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
INTRODUCTION

These Amended and Restated Bylaws contain provisions for the management and governance of Mountain Cabins Homeowners' Association, Inc. (the "Association"), a Vermont nonprofit corporation organized pursuant to Articles of Association filed under the Vermont Nonprofit Corporation Act. The Association serves as the unit owners' association for the Spruce Peak Mountain Cabins, a condominium located in the Town of Stowe, Vermont, formed pursuant to a Declaration of Condominium dated as of May 1, 2005, as amended by First through Tenth Amendments and an Amended and Restated Declaration dated as of March 19, 2012 (as amended, the "Declaration"). Capitalized terms used in these Bylaws shall have the meanings set forth in Article 2 of the Declaration, unless the context specifically requires otherwise.

ARTICLE II
MEMBERS

Section 2.1 The Members. The members of the Association (the "Members") shall consist of the Owners of Units in the Condominium as set forth in the Declaration, or following termination of the Condominium, all former Owners of Units entitled to distribution of proceeds, or their heirs, successors or assigns.

Section 2.2 Annual Meeting. The Association shall hold a meeting of the Members annually to elect Directors to the Executive Board and to transact such other business as may properly come before them. Annual meetings of the Members shall be held in February or March of each year, on a date and at the time set by the Executive Board.

Section 2.3 Special Meetings. The Association shall hold special meetings of the Members to address any matter affecting the Condominium or the Association if the President, a majority of the Directors, or Members having at least twenty percent (20%) of the votes in the Association, request that the Secretary call a meeting. If the Association does not notify the Members of a special meeting with thirty (30) days after the requisite number of Members request the Secretary to do so, the requesting Members may directly notify all the Members of the meeting. Only matters described in the meeting notice required by Section 2.5 below may be considered at a special meeting.

Section 2.4 Place of Meetings. Meetings of the Members shall be held at a site within the Community, or may be adjourned to a suitable place convenient to the Members, as may be designated by the Executive Board or the President.

Section 2.5 Notice of Meetings. The Association shall notify the Members of the time, date and place of each annual and special meeting of the Members not less than ten (10) days nor more than sixty (60) days before the meeting date. The Association may deliver any notice required to be given by Association to the Members to any mailing or electronic mail address a Member designates. Otherwise, the Association may deliver notices by (i) hand delivery to each Member, (ii) United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit, (iii) electronic means, if the Member has given the Association an electronic address, or (iv) any other method reasonably calculated to provide notice to the Member. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting. The notice of any meeting must state the time, date and place of the meeting, and 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 Executive Board. The foregoing minimum time for notice may be reduced or waived for a meeting called to deal with an emergency.

Section 2.6 Adjournment of Meeting. At any meeting of the Members, a majority of the Members who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 2.7 Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call (or check-in procedure);

(b) Proof of notice of meeting;

(c) Reading of minutes of preceding meeting;

(d) Reports;

(e) Election of inspectors of election (when required);

(f) Election of Directors to the Executive Board (when required);

(g) Ratification of budget (if required and noticed);

(h) Unfinished business; and

(i) New business.

Members shall be given a reasonable opportunity at all meetings to comment regarding matters affecting the Condominium and Association.

Section 2.8 Quorum. A quorum of the Members exists if persons entitled to cast at least twenty percent (20%) of the votes in the Association (i) are present in person or by proxy at the beginning of the meeting, (ii) have cast absentee ballots solicited in accordance with Section 2.10

which have been delivered to the Secretary in a timely manner, or (iii) are present by any combination of Clauses (i) and (ii).

Section 2.9 Voting. Votes shall be allocated among the Members as set forth in the Declaration. Unless a greater number or fraction of the votes in the Association is required by the Declaration, these Bylaws or the Act, a majority of the votes cast determines the outcome of an action of the Association. Members may vote at a meeting in person, by absentee ballot pursuant to Section 2.10, by proxy pursuant to Section 2.11 or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to Section 2.12. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Unit. If more than one of the Owners are present, the votes 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 votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Unit. The votes of a corporation, partnership or limited liability company may be cast by any officer, general partner or manager, in the absence of express notice of the designation of a specific person by such entity. The person presiding over the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, limited liability company or other entity is authorized to vote on behalf of the entity. Votes allocated to a Unit owned by the Association shall be cast in the same proportion as the votes cast on the matter by Members other than the Association.

Section 2.10 Absentee Ballots. A Member may vote by absentee ballot without being present at a meeting. The Association shall promptly deliver an absentee ballot to a Member that requests it if the request is made at least three (3) days before the scheduled meeting. Votes cast by absentee ballot must be included in the tally of a vote taken at that meeting.

Section 2.11 Proxies. Votes allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by the Owners of that Unit and filed with the Secretary before the appointed date and time for the meeting. If a Unit is owned by than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. An Owner may revoke a proxy only by actual notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy is valid only for the meeting at which it is cast and recessed session of that meeting. A person may not cast undirected proxies representing more than fifteen percent (15%) of the votes in the Association. The conveyance of a Unit by an Owner shall revoke such Owner's proxy.

Section 2.12 Attendance by Telephone, Video or Conferencing. Meetings of Members may be conducted by telephonic, video or other conferencing process, if the meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and the process provides all Members the opportunity to hear or perceive the discussion and to comment. A Member's vote shall be counted and the presence noted as if that Member were present in person on that particular matter.

Section 2.13 Action Without Meeting. The Association may conduct a vote of the Members without a meeting. In that event, the following requirements apply: (i) the

Association shall notify the Members that the vote will be taken by ballot; (ii) the Association shall deliver a paper or electronic ballot to every Member entitled to vote on the matter; (iii) the ballot must set forth each proposed action and provide an opportunity to vote for or against the action; (iv) 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 Member wishing to deliver information to all Members regarding the subject of the vote may do so; (v) except as otherwise provided in the Declaration or Bylaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote; (vi) approval by ballot without a meeting 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.

ARTICLE III
EXECUTIVE BOARD

Section 3.1 Governing Body. The affairs of the Association shall be governed by an Executive Board of Directors.

Section 3.2 Number of Directors. The Executive Board shall consist of three (3) Directors.

Section 3.3 Appointment and Election During Declarant Control Period. Declarant in its sole discretion shall appoint all three (3) Directors to the Executive Board during the Declarant Control Period. The Directors appointed by Declarant shall serve at the pleasure of the Declarant. The Members other than the Declarant shall elect a replacement for one (1) of the Directors appointed by the Declarant during the Declarant Control Period, within sixty (60) days after twenty-five percent (25%) of the maximum number of Units stated in the Declaration have been conveyed to a Member other than Declarant. The Director elected by the Members other than Declarant during the Declarant Control Period shall be elected initially at a meeting called for that purpose for a term that will continue until the next annual meeting of the Members; thereafter during the Declarant Control Period, the Director elected by the Members other than the Declarant shall be elected at the annual meeting of the Members, and shall serve one (1) year terms.

Section 3.4 Election After Declarant Control Period. The terms of those Directors appointed by Declarant or elected by the Members during the Declarant Control Period shall expire at the first annual meeting of the Members after the termination of the Declarant Control Period, and thereafter the Members shall elect all the Directors in accordance with the Declaration and these Bylaws. Directors elected by the Members after the Declarant Control Period shall serve staggered three (3) year terms, with the term of one Director expiring annually.

Section 3.5 Qualifications and Procedures. All Directors elected by the Members shall be Members. If any Unit is owned by a corporation, partnership, limited liability company or

other entity, any officer, partner, manager or employee of that Member shall be eligible to serve on the Executive Board and shall be deemed to be a Member for the purposes of the preceding sentence. In all elections of Directors, the person receiving the largest number of votes, whether or not a majority of the votes cast, shall be elected. Elections of Directors shall be by secret written ballot. Directors shall take office immediately upon election or appointment, and shall serve until their successors are duly elected and qualified.

Section 3.6 Removal. Declarant may remove any Director appointed by Declarant with or without cause. The 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 elected by the Members 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 Director appointed by Declarant may not be removed by Member vote during the Declarant Control Period, and (b) Members may not consider whether to remove a Director elected by the Members at a meeting of the Members unless that subject was listed in the notice of the meeting, and (c) 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.

Section 3.7 Vacancies. A vacancy in the Executive Board of a Director whom the Declarant has authority to appoint, whether caused by the removal or voluntary resignation of a Director or otherwise, shall be filled by Declarant. A vacancy in the Executive Board of a Director whom the Members have authority to elect, whether caused by the removal or voluntary resignation of a Director or otherwise, may be filled by the Executive Board at a meeting held for that purpose at any time after the occurrence of the vacancy (even though the Directors present at that meeting may constitute less than a quorum) by a majority of the remaining elected Directors constituting the Executive Board. Each person so elected or appointed shall serve as a Director for the remainder of the term of the Director so replaced, or, if earlier, until the next regularly scheduled election of Directors.

Section 3.8 Powers. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, all the rights, privileges and powers necessary or appropriate for the governance, management, operation and administration of the affairs of the Association. The Executive Board shall have the power to adopt, amend and repeal Rules and Regulations in accordance with and subject to Section 5.16 of the Declaration.

Section 3.9 Standard of Care. In the performance of their duties, the Directors appointed to the Executive Board by Declarant shall exercise the degree of care and loyalty required of a trustee, and the Directors on the Executive Board not appointed by Declarant shall exercise the degree of care and loyalty required of a director of a nonprofit corporation organized under the Vermont Nonprofit Corporation Act.

Section 3.10 Compensation. A Director may receive a fee from the Association for acting as a director, as may be set by resolution of the Members, and may also receive reimbursement for reasonable and necessary out-of-pocket expenses incurred in connection with the Director's duties. Directors acting as officers or employees may also be compensated for those duties.

Section 3.11 Committees. The Executive Board may by resolution establish committees of the Executive Board, permanent and standing, to perform and discharge the duties of the Association under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Members and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Member within forty-five (45) days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 3.12 Managing Agent. The Executive Board may delegate to the Managing Agent, subject to the Board's supervision, the powers granted to the Executive Board by the Declaration and these Bylaws, other than the powers to (i) propose an annual budget for the Association, (ii) levy Assessments, and (iii) adopt Rules and Regulations. Licenses, concessions and contracts may be executed by the Managing Agent pursuant to specific resolutions of the Executive Board and to fulfill the requirements of the annual budget of the Association.

Section 3.13 Regular Meetings. The Executive Board shall hold a meeting of the Director annually to elect officers and to transact such other business as may properly come before them. Annual meetings of the Directors shall be held immediately following each annual meeting of the Members at the same place as the annual meeting of the Members. During the Declarant Control Period, the Executive Board shall hold at least four (4) regular meetings of Directors per year (including the annual meeting).

Section 3.14 Special Meetings. The Executive Board shall hold special meetings of the Directors to address any matter affecting the Condominium or the Association if the President or a majority of the Directors request that the Secretary call a meeting.

Section 3.15 Place of Meetings. Meetings of the Directors shall be held at a site within the Community, or may be adjourned to a suitable place convenient to the Directors and Members, as may be designated by the Executive Board or the President.

Section 3.16 Notice of Meetings. The Secretary shall give notice of each regular and special meeting of the Directors to each Director and each Member in the manner set forth in Section 2.5 of these Bylaws with respect to the meeting of the Members, unless the meeting is included in a schedule of regular meetings given to the Members or the meeting is called to deal with an emergency. The notice must be given at least ten (10) days before the meeting and must state the time, date, place and agenda of the meeting. If any materials are distributed to the Executive Board before a meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Members, except that the Executive Board need not make available copies of unapproved minutes or materials that are to be considered in executive session. Before adopting, amending or repealing any Rule or Regulation, the Executive Board shall give all Members notice of its intention to adopt, amend or appeal the rule and provide the text of the rule or the proposed change, and a date on which the Executive Board will act on the proposed Rule or Regulation after considering comments from the Members.

Section 3.17 Quorum; Voting. A quorum of Directors exists for purposes of determining the validity of any action taken at a meeting of the Directors only if individuals entitled to cast

at least fifty percent (50%) of votes on the Executive Board are present at the time a vote regarding that action is taken. If a quorum exists when a vote is taken, the vote of a majority of the Directors present is the act of the Executive Board. If at any meeting there shall be less than a quorum present, a majority of those Directors present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.18 Open Meetings and Executive Session. All meetings of the Directors and committees of the Executive Board shall be open to all Members, except during executive sessions. The Members other than the Directors or committee members may not participate in any discussion or deliberation unless expressly authorized to do so by a majority of Directors entitled to vote on the matter, provided that at each meeting of the Directors the Executive Board shall be provide a reasonable opportunity for the Members to comment regarding any matter affecting the Condominium and Association. The Executive Board or committee may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to (a) consult with the Association's attorney concerning legal matters, (b) discuss existing or potential litigation or mediation, arbitration or administrative proceedings, (c) discuss labor or personnel matters, (d) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including a review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage, and (e) to 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. The nature of all business considered in executive session shall first be announced in open session. No final vote or action may be taken during executive session.

Section 3.19 Attendance by Telephone, Video or Conferencing. The Directors may meet by telephonic, video or other conferencing process, if the meeting notice states the conferencing process to be used and provides information explaining how the Directors and Members may participate in the conference directly or by meeting at a central location or conference connection, and the process provides all the Directors and Members the opportunity to hear or perceive the discussion and to comment. A Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

Section 3.20 Written Consent in Lieu of Meeting. Instead of meeting, the Executive Board may act by unanimous consent in a record authenticated by all the Directors. The Secretary promptly shall give notice to all Members of any action taken by unanimous consent. After termination of the Declarant Control Period, the Executive Board may act by unanimous written consent only to undertake ministerial actions or to implement actions previously taken at a meeting. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.

Section 3.21 Communications; Notice of Legal Proceedings. The Executive Board shall establish a reasonable method for Owners to communicate among themselves and with the Executive Board on matters concerning the Association. The Executive Board shall promptly provide notice to the Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of Rules and Regulations or to recover unpaid Assessments or other sums due the Association.

ARTICLE IV
OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary and other officers as it finds necessary. The principal officers may be Directors. After the Declarant Control Period, all officers shall meet the qualifications for Directors elected by the Members under the Declaration and these Bylaws. Any two offices may be held by the same person, except the offices of President and Secretary. The office of Vice President may be vacant.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board. The officers shall hold office at the pleasure of the Executive Board.

Section 4.3 Removal and Resignation of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. At any meeting of the Directors at which a vote to remove an officer is to be taken, the officer being considered for removal must have a reasonable opportunity to speak before the vote. Any officer may resign at any time by giving written notice to the Executive Board, the President, or the Secretary. A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for that purpose.

Section 4.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Executive Board. The President shall have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the Vermont Nonprofit Corporation Act, including but not limited to the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 Vice President. The Vice President shall take the place of the President and perform the president's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall also perform other duties delegated by the Executive Board or by the President.

Section 4.6 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Members and the Executive Board. The Secretary shall have charge of the Association's books and papers as the Executive Board may direct and shall perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the Vermont Nonprofit Corporation Act. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and

the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 Treasurer. The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Executive Board and shall perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the Vermont Nonprofit Corporation Act. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Executive Board. Except for reserve funds described below, the Treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Executive Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two (2) Directors, one of whom may be the Treasurer if the Treasurer is also a Director.

Section 4.8 Agreements, Contracts, Deeds, Checks, etc. Except as otherwise provided in this Article, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Executive Board.

Section 4.9 Compensation. An officer may receive a fee from the Association, in an amount set by resolution of the Members, for acting as an officer. An officer may also receive reimbursement for reasonable and necessary out-of-pocket expenses incurred in connection with Association duties.

Section 4.10 Assessment Statements and Resale Certificates. The Treasurer or Assistant Treasurer, or an authorized employee of the Managing Agent or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute assessment statements in accordance with the Declaration and Section 3-116(i) of the Act, and resale certificates in accordance with the Declaration and Section 4-109(b) of the Act. The Association may charge a reasonable fee for preparing such statements. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish statements until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the statement is furnished.

ARTICLE V
ENFORCEMENT

Section 5.1 Enforcement Action by Executive Board. The Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Association Documents, including whether to commence a legal action and whether to compromise any claim for unpaid

Assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented, (i) the Association's legal position does not justify taking any or further enforcement action, (ii) the covenant, restriction, Rule or Regulation being enforced is or is likely to be construed as inconsistent with law; (iii) 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 (iv) it is not in the Association's best interest to pursue an enforcement action. The Executive Board's decision not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, but the Executive Board shall not be arbitrary or capricious in taking enforcement action.

Section 5.2 Fine for Violation. By resolution, the Executive Board may levy a fine of up to One Hundred Dollars ($100.00) per day for each day that a violation of the Association Documents persists after notice and hearing, and up to Five Hundred Dollars ($500.00) per day if the violation persists for more than thirty (30) days after notice and hearing. The amount of the fine shall not exceed that amount necessary to insure compliance with the Association Documents. Fines levied for a violation or breach shall constitute a default Assessment under the Declaration.

Section 5.3 Costs and Attorneys' Fees. In any proceeding arising out of an alleged violation of the Association Documents, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

Section 5.4 No Waiver of Rights. The failure of the Association, the Executive Board or the Managing Agent to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws, and Rules and Regulations adopted by the Board, or any decision of the Board or its committees, shall not constitute a waiver of the right of the Association, the Executive Board, or the Managing Agent to enforce such right, provision, covenants, or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board, or the Managing Agent pursuant to any term, provision, covenant, or condition of the Declaration, these Bylaws or any Rules and Regulations adopted by the Executive Board shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or such Rules and Regulations, or at law or in equity.

ARTICLE VI
INDEMNIFICATION AND LIABILITY OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and Director of the Association against any and all expenses, including but not limited to reasonable attorneys' fees and litigation costs, incurred by or imposed upon them in connection with any action, suit or other proceeding (including the settlement of any such action, suit or proceeding if approved by the Executive Board) to which he or she may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time incurred. Except to the extent required by the Act, the officers and Directors of the Association shall not be liable to the

Members for any mistake in judgment, negligence, or otherwise, except for their own gross negligence, willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other agreement or obligation of the Association made by them, in good faith, on behalf of the Association or the Members (except to the extent that such officers or Directors may be liable in their capacity as Owners), and the Association shall indemnify, defend and hold harmless such officers and Directors from and against any and all liability on account of any such contract, agreement or obligation. The aforesaid indemnification shall be in addition to, and not exclusive of, any other rights to which any current or former officer or Director of the Association may be entitled. The Executive Board is authorized to purchase insurance to fund the aforesaid indemnification, as provided in the Declaration.

ARTICLE VII
BOOKS, RECORDS AND FINANCIAL

7.1 Required Records. The Executive Board shall maintain or cause to be maintained books, records and financial statements required by the Act, the Vermont Nonprofit Corporation Act, and by good custom and practice for a condominium association, including but not limited to:

(i) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;

(ii) Minutes of all meetings of the Members and Directors (other than executive sessions of the Directors), a record of all actions taken by the Members and Directors without a meeting, a record of all actions taken by a committee of the Executive Board in place of the Executive Board on behalf of the Association;

(iii) The names of Members in a form that permits preparation of a list of the names of all Members and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Member is entitled to cast;

(iv) The original or restated organizational documents for the Association, these Bylaws and all amendments to these Bylaws, and all Rules and Regulations currently in effect;

(v) All financial statements and tax returns of the Association for the past three years;

(vi) A list of the names and addresses of the current Directors and officers;

(vii) The most recent biennial report of the Association delivered to the Vermont Secretary of State;

(viii) Financial and other records sufficiently detailed to enable the Association to comply with a request for a resale certificates in accordance with the Declaration and Section 4-109(b) of the Act, including but not limited to:

(a) An account for each Unit, which shall designate the name and address of the Owner(s) of the Unit, the name and address of each mortgagee who has given notice to

the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due, and any default Assessments, late charges, interest, costs, expenses and attorneys' fees and costs payable with respect to that Unit;

(b) An account for each Member showing any other fees payable by the Member;

(c) Accounts of any capital expenditures in excess of One Thousand Dollars ($1,000.00) approved by the Executive Board for the current and next two succeeding fiscal years;

(d) Accounts of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;

(e) The most recent regularly prepared balance sheet, income and expense statement, and cash flow statement if any, of the Association, and the balance sheet, income and expense statement and cash flow statement for the two preceding years, if any;

(f) The current approved annual budget adopted pursuant to the Declaration, and the approved annual budgets for the two preceding years, if any;

(g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

(h) A record of insurance coverage provided for the benefit of Members and the Association;

(i) A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Association Documents of which the Executive Board has knowledge; and

(j) A record of any violations, with respect to any portion of the Condominium, of health, or building codes of which the Executive Board or the Managing Agent has knowledge.

(ix) Copies of current contracts to which the Association is a party;

(x) Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from the Members; and

(xi) Ballots, proxies and other records related to voting of Members for one year after the election, action or vote to which they relate.

7.2 Examination of Books, Etc. Each Member, each Eligible Mortgagee, and any other holder, insurer or guarantor of a first mortgage on a Unit shall have the right to examine and

copy the books, records and financial statements required to be maintained pursuant to this Article as provided in Section 5.9 of the Declaration.

7.3 Audited Financial Statements. Each holder, insurer or guarantor of a first mortgage on a Unit shall be entitled to have an audited financial statement prepared at its expense, if there is no audited financial statement available. If such a statement is available, it shall be furnished within a reasonable time after written request.

ARTICLE VIII
AMENDMENT TO BYLAWS

8.1 Amendments. Except as otherwise provided in the Act, these Bylaws may be amended (i) by the vote of Members to whom a majority of the votes in the Association are allocated, cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the proposed amendment shall have been given to each Member simultaneously with the notice of such meeting, or (ii) pursuant to written instruments duly executed by Members to whom a majority of the votes in the Association are allocated. No amendment shall be effective to change, limit, impair or reduce any right of Declarant under the Association Documents unless Declarant approves such amendment in writing.

8.2 Recording. An amendment to these Bylaws made in accordance with this Article shall be immediately effective upon recording in the Stowe Land Records, a copy of the amendment, executed and acknowledged by the appropriate number of Members, or upon the recording of a copy of the amendment, together with a duly authenticated certificate of the Secretary of the Association stating that the required vote has been cast.

8.3 Conflict. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Members shall be bound to abide by such amendment.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Managing Agent, or if there is no Managing Agent, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Members and to all Eligible Mortgagees. Except as otherwise provided, all notices to any Member shall be sent to the Member's address as it appears in the records of the Association. All notices to Eligible Mortgagee shall be sent, except where a different manner of notice is specified elsewhere in the Association Documents, by registered or certified mail to their respective addresses, as designated by them in writing to the Association. All notices shall be deemed given when mailed, except notices of changes of address, which shall be deemed given when received.

Section 9.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 9.3 Office. The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

Section 9.4 Parliamentary Rules. Except as may be modified by an Executive Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings, when not in conflict with Vermont law or the Association Documents.

Section 9.5 Governing Law. These Bylaws shall be governed by and construed in accordance with the laws of the State of Vermont. These Bylaws are intended, and shall be interpreted, to comply with the requirements of the Act.

Section 9.6 Severability. In case any provisions of these Bylaws conflict with the provisions of any of the Act or any other laws of the State of Vermont, the provisions of that law will apply. If any provision of these Bylaws or any action, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the invalidity shall not affect the remainder of these Bylaws, which shall continue in full force and effect.

Section 9.7 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 9.8 Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; the use of any gender shall be deemed to include all genders.

Attestation: The undersigned Secretary of the Association does hereby attest that these Amended and Restated Bylaws of the Association were adopted by required vote of the Members at a meeting held on March 19, 2012, on this 21 day of June 2012.

Mountain Cabins Homeowners' Association, Inc.

By _____

_____, Secretary

Stowe, Vt. Record Received
6·28·2012 at 9:26 AM
Alison A. Kaiser, Town Clerk

Spruce Peak Realty, LLC
JUL 1 2014
RECEIVED

FIRST AMENDMENT

TO

AMENDED & RESTATED BYLAWS

MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC.

THIS FIRST AMENDMENT TO AMENDED & RESTATED BYLAWS OF MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC. (the "Bylaws"), dated as of June 9, 2014, shall be effective upon recording, and was adopted by affirmative vote or written agreement of Members holding more than 50% of Allocated Interests, and by approval of 51% or more of Eligible Mortgagees.

PRELIMINARY STATEMENT

A. The Members of Mountain Cabins Homeowners' Association, Inc. (the "Association") adopted Amended & Restated Bylaws on March 19, 2012, to provide for the management and governance of the Association. The Association serves as the unit owners' association for the Spruce Peak Mountain Cabins, a condominium located in the Town of Stowe, Vermont, formed under the Vermont Common Interest Ownership Act pursuant to a Declaration of Condominium dated as of May 1, 2005, as amended by First through Twelfth Amendments, including an Amended & Restated Declaration dated as of March 19, 2012 (as amended, the "Declaration"). Capitalized terms used in these Bylaws shall have the meanings set forth in Article II of the Bylaws or in Article 2 of the Declaration, unless the context specifically requires otherwise.

B. Section 8.1 of the Bylaws authorizes the Members holding Allocated Interests totaling more than 50% to amend the Bylaws if such amendment is not inconsistent with the provisions of the Act or the Declaration, and such amendment does not change, limit, impair or reduce any right of the Declarant under the Association Documents.

C. Section 18.3 of the Declaration further requires that every material amendment to the Bylaws requires the written of at least 51% of the Eligible Mortgagees.

D. The Executive Board proposed to amend the Bylaws to change the number of Directors comprising the Executive Board and to provide that the principal Officers of the Association shall be appointed from the ranks of the Directors on the Executive Board.

E. This First Amendment has been approved by Members holding more than 50% of the Allocated Interests and by 51% or more of Eligible Mortgagees.

AMENDMENT

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. Definitions. Unless otherwise specifically defined in this Amendment, capitalized terms in this Amendment shall have the meaning set forth in the Bylaws.

2. Number of Directors. Section 3.2 of the Bylaws is amended and restated as follows:

> "Section 3.2 Number of Directors. The Executive Board shall consist of ***five (5)*** Directors."

[revised text indicated by ***underlined bold italics***]

3. Appointment and Election During Declarant Control Period. Section 3.3 of the Bylaws is amended and restated as follows:

> "Section 3.3 Appointment and Election During Declarant Control Period. ***[No longer applicable, as the Declarant Control Period has terminated.]***

[revised text indicated by ***underlined bold italics***]

4. Election After Declarant Control Period. Section 3.4 of the Bylaws is amended and restated as follows:

> "Section 3.4 Election After Declarant Control Period. The terms of those Directors appointed by Declarant or elected by the Members during the Declarant Control Period shall expire at the first annual meeting of the Members after the termination of the Declarant Control Period, and thereafter the Members shall elect all the Directors in accordance with the Declaration and these Bylaws. Directors elected by the Members after the Declarant Control Period shall serve staggered three (3) year terms, with the terms of ***not more than two*** Directors expiring annually.

[revised text indicated by ***underlined bold italics***]

5. Designation of Officers. Section 4.1 of the Bylaws is amended and restated as follows:

> "Section 4.1 Designation. The principal officers of the Association shall be the President, ***one or more*** Vice Presidents, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant

Secretary and other officers as it finds necessary. The principal officers ***shall*** be Directors. After the Declarant Control Period, all officers shall meet the qualifications for Directors elected by the Members under the Declaration and these Bylaws. Any two offices may be held by the same person, except the offices of President and Secretary. The office of Vice President may be vacant."

[revised text indicated by ***underlined bold italics***]

6. Effective Date; Deadline for Recording. This First Amendment shall take effect immediately upon its recording in the Town of Stowe Land Records, together with a duly authenticated Certificate of the Secretary of the Association that the required number of affirmative votes or written agreement of Members, and the required number of approvals of Eligible Mortgagees, to approve the First Amendment were obtained and are on file in the office of the Association. Notwithstanding the foregoing, if this First Amendment is not so recorded within sixty days after the date of execution, it shall be null and void.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed this 6 day of June, 2014, to be effective as set forth above.

MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC.

By: _____
Morgan Stark,
Its President and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF LAMOILLE, SS

At Stowe in the said County and State on this 6 day of June, 2014, personally appeared Morgan Stark, President and duly authorized agent of Mountain Cabins Homeowners' Association, Inc., and he acknowledged the foregoing First Amendment, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mountain Cabins Homeowners' Association, Inc.

Before me: _____
Notary Public

My Commission Expires: 2/10/15

CERTIFICATION

The undersigned Secretary of the Mountain Cabins Homeowners' Association, Inc. hereby certifies that the foregoing First Amendment was approved by the affirmative vote or written agreement of Members holding 50% or more of the Allocated Interests and by approval of 51% or more of Eligible Mortgagees, and the same are on file in the office of the Association.

MOUNTAIN CABINS HOMEOWNERS' ASSOCIATION, INC.

By: _____

Secretary

STATE OF VERMONT
COUNTY OF LAMOILLE, SS

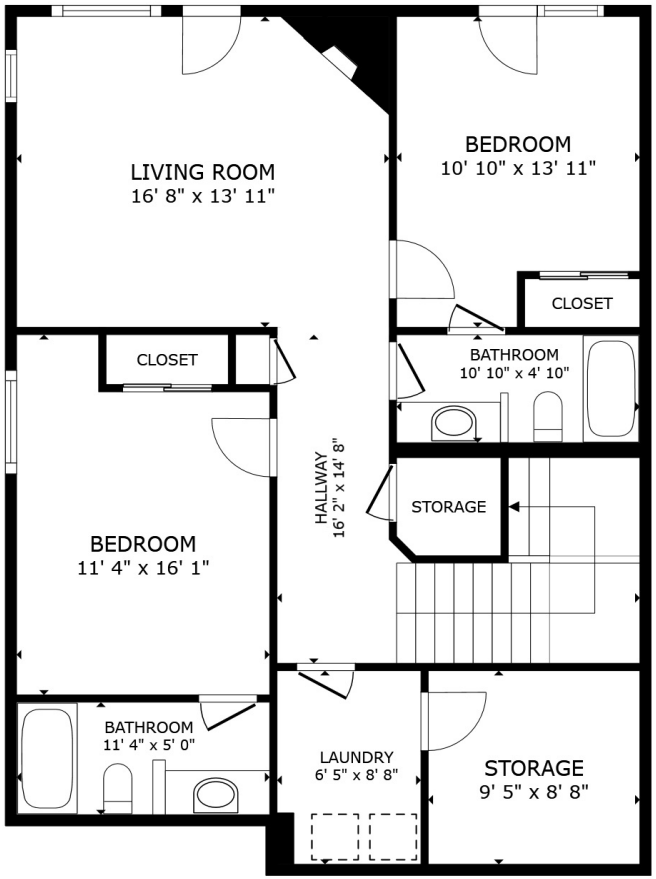
At Stowe in the said County and State on this 6 day of June, 2014, personally appeared Arthur Snyder III, the Secretary of Mountain Cabins Homeowners' Association, Inc., and he/she acknowledged the foregoing Certification to be his/her free act and deed.

Before me: _____
Notary Public

My Commission Expires: 2/10/15

H:\MMtnCbns\DeclByLawAmnds\ExecBdChngs2014\1stAmndBylaws03.doc

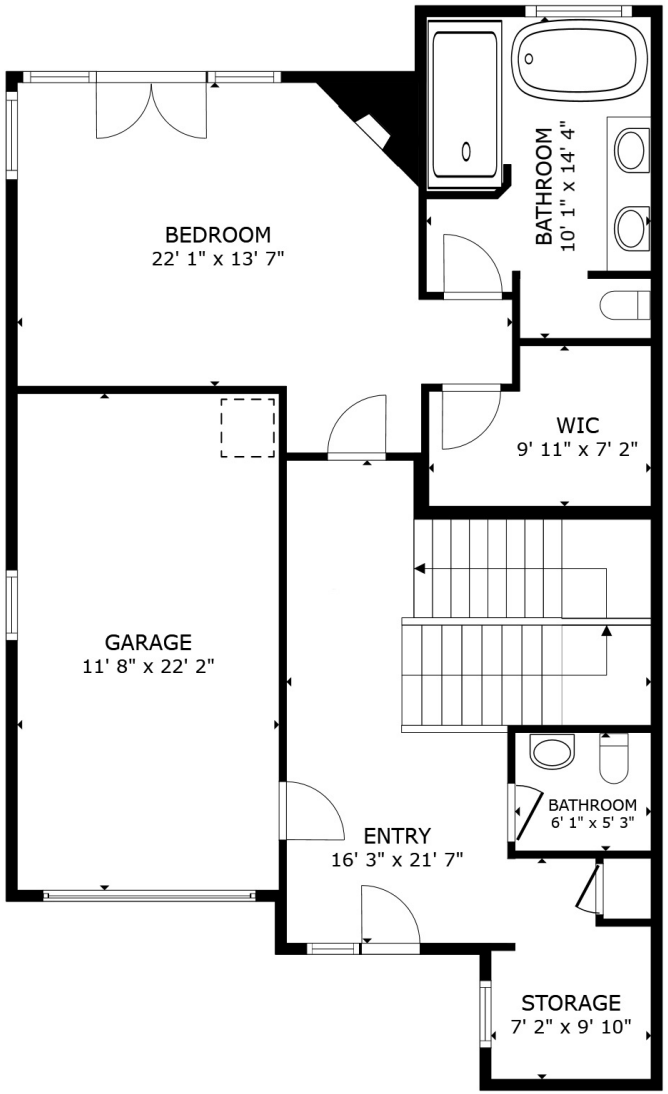
Stowe, Vt. Record Received
6.17.2014 at 3:45 PM
Alison A. Kaiser, Town Clerk



FLOOR 1

GROSS INTERNAL AREA
FLOOR 1 1,029 sq.ft. FLOOR 2 874 sq.ft. FLOOR 3 1,334 sq.ft.
EXCLUDED AREAS : GARAGE 260 sq.ft.
TOTAL : 3,237 sq.ft.
SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Matterport

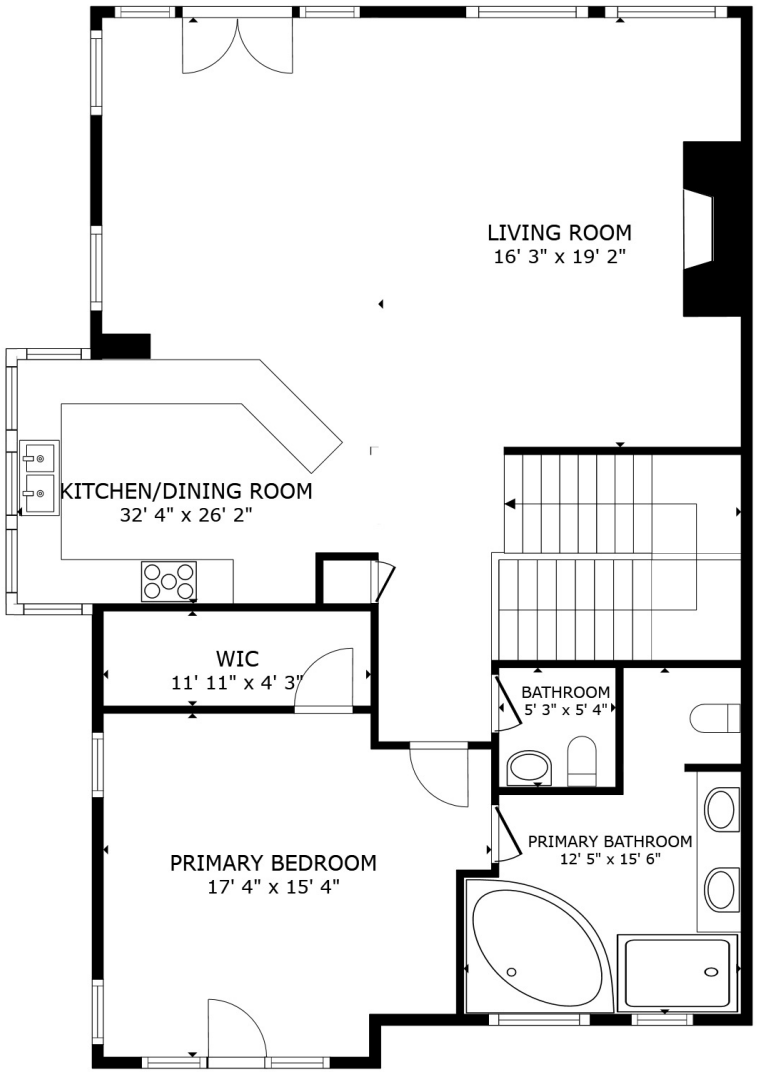


FLOOR 2

GROSS INTERNAL AREA
FLOOR 1 1,029 sq.ft. FLOOR 2 874 sq.ft. FLOOR 3 1,334 sq.ft.
EXCLUDED AREAS : GARAGE 260 sq.ft.
TOTAL : 3,237 sq.ft.

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Matterport



FLOOR 3

GROSS INTERNAL AREA
FLOOR 1 1,029 sq.ft. FLOOR 2 874 sq.ft. FLOOR 3 1,334 sq.ft.
EXCLUDED AREAS : GARAGE 260 sq.ft.
TOTAL : 3,237 sq.ft.
SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Matterport

PAYABLE TO:
MAIL TO:

Town of Stowe

Town of Stowe
PO Box 730
Stowe, VT 05672
802-253-6133

TAX BILL

PARCEL ID	BILL DATE	TAX YEAR
80001.	08/05/2024	24-25

Description: MT CABIN #1
Location: 29 NOSEDIVE DR

OWNER **BODNAR KIPPSTER**
HICKLE TERA
20 HANCOCK STREET #1
BOSTON MA 02114-4165

SPAN # 621-195-14079 **SCL CODE: 195**

FOR INCOME TAX PURPOSES

ASSESSED VALUE			NONHOMESTEAD
REAL	3,100,200		3,100,200
TOTAL TAXABLE VALUE	**3,100,200**		3,100,200
GRAND LIST VALUES	**31,002.00**		31,002.00

MUNICIPAL TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
Town	0.2198	x31,002.00=	6,814.23
Voter Apprv Exempt	0.0022	x31,002.00=	68.20
TOTAL MUNICIPAL TAX			6,882.43
MUNICIPAL STATE PAYMENT			0.00
MUNICIPAL NET TAX DUE			6,882.43

EDUCATION TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
NON HOMESTEAD EDUCATION	1.1159	x31,002.00=	34,595.13

1.3910 (state rate) / 124.65% (CLA) = 1.1159

Payments		
1	09/16/2024	10,369.39
2	11/15/2024	10,369.39
3	02/18/2025	10,369.39
4	05/15/2025	10,369.39

TOTAL EDUCATION TAX	34,595.13
EDUCATION STATE PAYMENT	0.00
EDUCATION NET TAX DUE	34,595.13

TAX SUMMARY

Municipal + Education

TOTAL TAX	**41,477.56**
TOTAL STATE PAYMENT	**0.00**
TOTAL NET TAX DUE	**41,477.56**

DETACH THE STUBS BELOW AND RETURN WITH YOUR PAYMENT

Town of Stowe
TAX YEAR 24-25

1ST PAYMENT DUE	
09/16/2024	
OWNER NAME	
BODNAR KIPPSTER	
PARCEL ID	
80001-	
AMOUNT DUE	10369.39
AMOUNT PAID	

124039931

Town of Stowe
TAX YEAR 24-25

2ND PAYMENT DUE	
11/15/2024	
OWNER NAME	
BODNAR KIPPSTER	
PARCEL ID	
80001-	
AMOUNT DUE	10369.39
AMOUNT PAID	

124039932

Town of Stowe
TAX YEAR 24-25

3RD PAYMENT DUE	
02/18/2025	
OWNER NAME	
BODNAR KIPPSTER	
PARCEL ID	
80001-	
AMOUNT DUE	10369.39
AMOUNT PAID	

124039933

Town of Stowe
TAX YEAR 24-25

4TH PAYMENT DUE	
05/15/2025	
OWNER NAME	
BODNAR KIPPSTER	
PARCEL ID	
80001-	
AMOUNT DUE	10369.39
AMOUNT PAID	

124039934