400 Crosswinds Road

Charlotte, VT | $2,250,000







For more information, please contact:

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Luxury Real Estate Broker
acook@landvest.com
M: 802.488.0120
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Wade Weathers
Luxury Real Estate Broker
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INTERNATIONAL REAL ESTATE

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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.

LandVest

EXHIBITS

Addendum

Assessors Card

Warranty Deed

Floor Plans

Tax Bill

Expense Sheet

Tax Map

Plat Subdivision Map

Base Plan Orthophotograph

USGS Topographic Map

Crosswinds Covenants

Association Amendments

Vermont Mandatory Flood Disclosure

SPIR

ADDENDUM

400 CROSSWINDS DRIVE
CHARLOTTE, VERMONT

PROPERTY
2.11± acres in "The Preserve"
3,600 sq. ft. 3-bedroom residence
Expansive westerly lake & mountain views
Attached 3-car heated garage
Landscape design by Distinctive Landscaping
Stacked stone hardscapes and mature perennial gardens
Blue stone patio w/ awning
Asphalt driveway
Abuts over 50 acres of conserved land
View easement
Within 9 miles of Burlington

RESIDENCE
Shingle-style built in 2005
Paul Ferland architect & interior design by Casa Bella Designs
Hubbard Construction builders
3 bedrooms, 2.5 baths
Cedar shingle, clapboard
Shingle roof
Sandstone chimney
Main level master bedroom suite
Partially finished basement
Bosse and Sapele hardwood floors
Covered entry porch w/ ceramic Italian pavers
Covered stone floor porch w/ fireplace
Screened circular porch
Covered porch off living room w/ceramic Italian pavers
Wine Cellar

Main Level

Foyer (4'10" x 8'10")
Stained glass entry door w/ sidelight
2-story
Stairs up
Sepele floor
Coat closet
Door to basement

Living Room (15'4" x 18')
Bosse hardwood floors
Tray ceiling
Floor to ceiling stone gas fireplace
Built-in cabinets
Curved wall of windows w/ transoms
Circular accent window
Sound system
Crown molding
Door to covered porch
Mountain and lake views
Recessed lighting
Wall mount bracket for TV install

Kitchen (13'8" x 16')
Open to Living Room
Bosse hardwood floors
Crown molding
Breakfast bar w/ honed black granite countertop
Travertine marble countertops
Kohler ceramic double sink
Prep sink
SubZero refrigerator
Fisher Paykel dishwasher
Wolf wall oven w/ warming drawer
Wolf Convection Microwave
Wolf electric cooktop
Painted solid wood cabinets
Built-in desk
Recessed and pendant lighting
Lake and mountain views

Walk-in Pantry
Built-in shelving, cabinets
Prep sink
Pocket door

Wine Nook (8'10" x 8'10")
SubZero 147 bottle wine refrigerator
Recessed lighting
Pendant lights
Built-in cabinet
Built-in window seat w/ storage

Half Bath
Travertine counter
Counter sink
Linen closet

Laundry/Mudroom (6'7" x 10'9")
Ceramic tile floor
Walk-in closet
Sink w/ Corian countertop
Kenmore Elite Washer/Dryer
Casement window
Door to garage

Informal Dining Room (13'8" x 13'8")
Wall gas fireplace
Built-in display cabinets
Travertine marble floor
Crown molding
Door to screened porch

Screened Porch (19'2" x 19'2")
Circular
Cambera mahogany floor
Glass inserts
Double door to covered porch
Lake and mountain views

ADDENDUM

400 CROSSWINDS DRIVE
CHARLOTTE, VERMONT

Primary Suite (12'7" x 17'7")
Wall-to-wall carpet
Crown molding
Circular stair to second level exercise room
Walk-in closet w/ built-ins
Double pocket door to sitting area (8'9" x 14'5")
Gas fireplace
Wall mounted TV
Expansive views
Door to covered porch w/ outdoor fireplace
Mitsubishi heat pump

Primary Bath
Travertine tile floor and shower
Jetted soaking tub
Granite countertops with double sink
Toilet closet
Radiant heated floor

Second Level

Upstairs Landing
Bosse hardwood floor
Sitting area w/ window

Media Room (8'3" x 13'10")
Wall-to-wall carpet
Wall mount bracket for TV install
Built-in surround sound
Eyebrow window

Office (15'6" x 16')
Sepele hardwood floor
Partial vaulted ceiling
Double closet
Built-in bookcases
Recessed lighting
Double French entry doors
Views

Exercise Room
Wall to wall carpet
Cedar-lined sauna
Storage closet
Spiral stairs to Primary bedroom

Bedroom #2 (11' x 12'5")
Wall-to-wall carpet
Closet

Bedroom #3 (12'3" x 14'10")
Wall-to-wall carpet
Wall of windows
Closet
Views

Full Bath
Travertine marble floor
Beadboard wainscoting
Reproduction sink
Kohler shower insert
Radiant heated floor
Eyebrow window

Hallway linen closet

Lower Level

Wine Cellar (9'8" x 15'8")
Cork flooring
Semi-temperature controlled
2 wine racks

Basement Storage Area (66' x 23.7')
Carpet + polished concrete
Wire shelving
Door to stairs to garage

Utility/storage room (23' x 8'5")
Concrete floor

Garage

Heated
3 bays
Stairs to basement
2 doors to exterior
Epoxy coated flooring

The statements and figures presented herein, while not guaranteed, were secured from sources we believe reliable. Description, images and design; © Copyright LandVest, Inc., 2023. 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 #VT1499

EXCLUSIVELY LISTED WITH LANDVEST

Wade B.C. Weathers – 802-238-6362/Averill H. Cook– 802-488-0120
208 Flynn Avenue, Suite 2i, Burlington, VT 05401 – Tel: 802-660-2900
www.landvest.com

ADDENDUM

400 CROSSWINDS DRIVE
CHARLOTTE, VERMONT

UTILITIES
Drilled well, shared, w/ purifier
Propane-fired Hydronic forced hot air heat
1,000 gallon buried propane tank
On-demand hot water heater
Viqua ultravioletwater purifier (installed 2021)
CD Series water softner Iinstalled 2016)
Radiant heat in bathrooms
Central air
Underground power to residence
300 amp service
Control 4 System - music and lights
Private septic w/ shared leach field
Irrigation system
Security system
Automatic whole house generator

ASSOCIATION
$5,000/year
Road maintenance
Fire pond maintenance
Well maintenance
Communal grounds

TAXES
2024- $21,577.70

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Itemized Property Costs

From Table: MAIN Section 1 — **Town of Charlotte 16** — Record # 1448

Property ID: 00335-0400 **Span #:** 138-043-11671 **Last Inspected:** 08/30/2013 **Cost Update:** 11/14/2019

Owner(s): [redacted]
Address: 400 CROSSWIND DRIVE
City/St/Zip: CHARLOTTE VT 05445
Location: 400 CROSSWIND DRIVE
Description: 2.11 ACRES & DWL:
Tax Map #: M02B01L10-C

Sale Price: 0 **Book:** 213 **Validity:** No Data
Sale Date: 06/20/2014 **Page:** 560-563
Bldg Type: Single **Quality:** 6.00 EXCELLENT
Style: 2 Story **Frame:** Studded
Area: 3600 **Yr Built:** 2005 **Eff Age:** 11
 # Rms: 11 **# Bedrm:** 3 **# Ktchns:** 1
 # 1/2 Bath: 1 **# Baths:** 2

Item	Description	Percent	Quantity	Unit Cost	Total
BASE COST					
Exterior Wall #1:	Shingle / Ht=10	50.00		77.30	
Exterior Wall #2:	WdSidng / Ht=10	50.00		76.81	
ADJUSTMENTS					
Roof #1:	CompShg	100.00		-6.93	
Subfloor	Wood				
Floor cover #1:	Allowance	100.00		14.40	
Heat/cooling #1:	WrmCool	100.00		2.67	
Energy Adjustment	Excellent			2.86	
ADJUSTED BASE COST			3,600.00	167.11	601,587
ADDITIONAL FEATURES					
Fixtures (beyond allowance of 17)			-3.00	3,625.00	-10,875
Roughins (beyond allowance of 1)				905.00	
Fireplaces	2 Story / Single		3.00	10,750.00	32,250
Porch #1:	WoodDck/NoWall/Roof/C		112.00	75.45	8,450
Porch #2:	WoodDck/Screen/Roof/C		482.00	83.23	40,117
Porch #3:	WoodDck/NoWall/Roof/C		180.00	70.13	12,623
Porch #4:	WoodDck/NoWall/Roof/C		60.00	89.30	5,358
Porch #5:	WoodDck/Screen/Roof/C		354.00	83.28	29,481
Porch #6:	OpenSlb/NoWall/Roof/Ce		275.00	50.10	13,778
Basement	Conc 8"		2,240.00	26.10	58,464
Finished Basement	Partition		144.00	57.54	8,286
Garage/Shed #1:	A/1S/WdSidng/No		864.00	44.04	38,051
Subtotal					837,569
Local multiplier		1.20			
Current multiplier		1.00			
REPLACEMENT COST NEW					1,005,083
Condition	Good	Percent			
Physical depreciation		7.00			-70,356
Functional depreciation					
Economic depreciation					
REPLACEMENT COST NEW LESS DEPRECIATION					934,700

LAND PRICES	Size	Nbhd Mult	Grade	Depth/Rate	
SI Bldg Lot	2.00	1.25	1.50		281,300
AC Other	0.11	1.25	1.00		1,700
Total	2.11				283,000

SITE IMPROVEMENTS	Hsite/Hstd	Quantity	Quality	
Water	y / y	Typical	Average	5,000
Sewer	y / y	Typical	Average	15,000
Total				20,000

Miscellaneous adjustment	-65,300

Itemized Property Costs

From Table: MAIN Section 1 **Town of Charlotte 16** Record # 1448

Property ID: 00335-0400 **Span #:** 138-043-11671 **Last Inspected:** 08/30/2013 **Cost Update:** 11/14/2019

Owner(s): [redacted]

Address: 400 CROSSWIND DRIVE
City/St/Zip: CHARLOTTE VT 05445
Location: 400 CROSSWIND DRIVE
Description: 2.11 ACRES & DWL:
Tax Map #: M02B01L10-C

Sale Price: 0 **Book:** 213 **Validity:** No Data
Sale Date: 06/20/2014 **Page:** 560-563
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Style: 2 Story **Frame:** Studded
Area: 3600 **Yr Built:** 2005 **Eff Age:** 11
 # Rms: 11 **# Bedrm:** 3 **# Ktchns:** 1
 # 1/2 Bath: 1 **# Baths:** 2

Item	Description	Percent	Quantity	Unit Cost	Total
TOTAL PROPERTY VALUE					1,172,400

NOTES

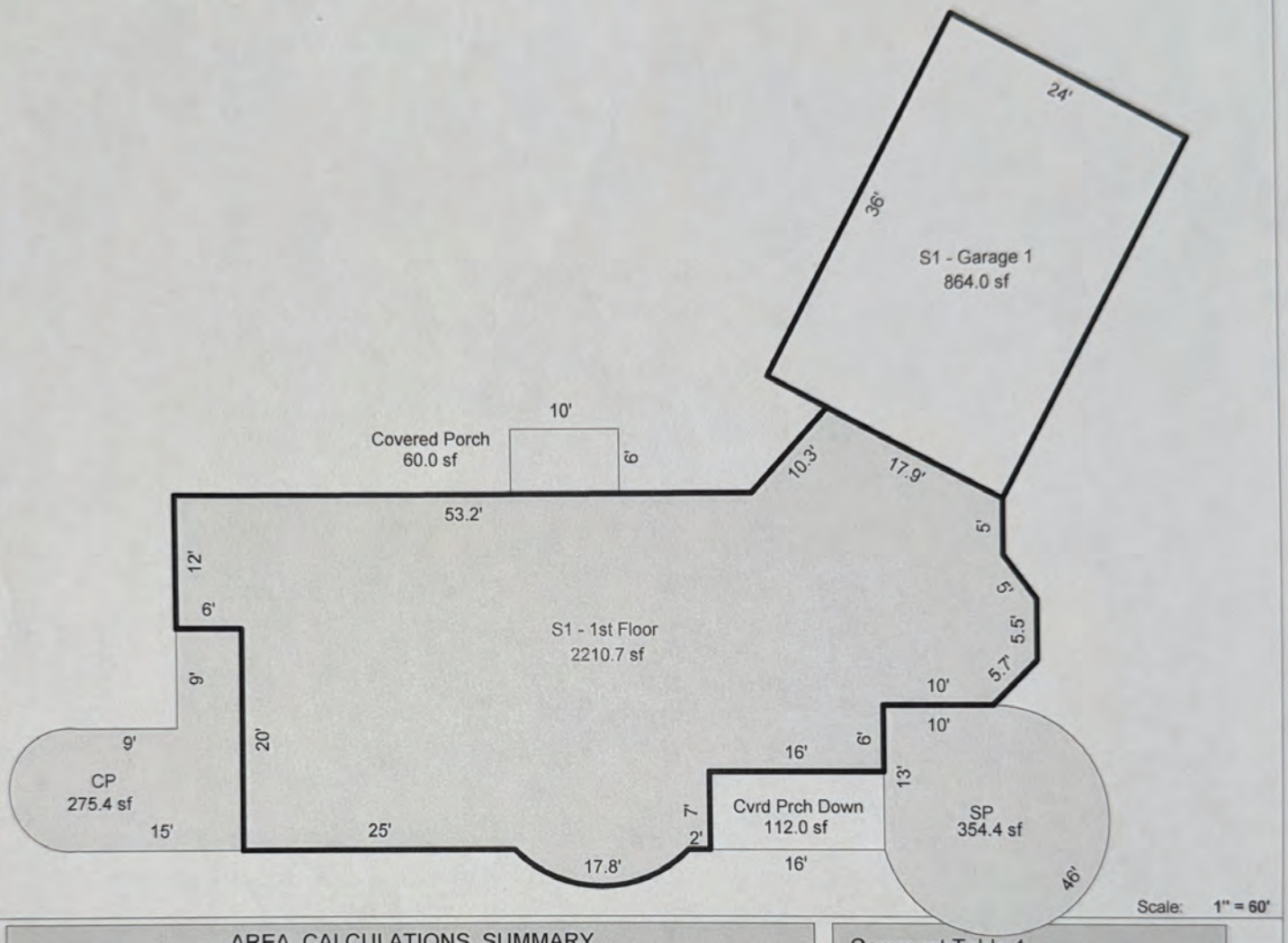
HOUSESITE VALUE : . 1,170,700
HOMESTEAD VALUE : . 1,172,400

SKETCH/AREA TABLE ADDENDUM

SUBJECT

Property Address		
City	State	Zip
Owner		
Client		
Appraiser Name		

IMPROVEMENTS SKETCH



Scale: 1" = 60'

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
1FL1	S1 - 1st Floor	1.00	2210.67	224.3	2210.67
GAR11	S1 - Garage 1	1.00	864.00	120.0	864.00
P/P11	Covered Porch	1.00	60.00	32.0	
	Cvrd Prch Down	1.00	112.00	46.0	172.00
P/P15	SP	1.00	354.37	69.0	354.37
P/P16	CP	1.00	275.35	77.9	275.35

Net BUILDING Area (rounded w/ factors) 2211

Comment Table 1

Comment Table 2 | Comment Table 3

Charlotte, VT - Property Database - Detail Result

Last Updated: August 24, 2023 | Official copies of data must be obtained at the Charlotte Town Office.

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Owner Information

Parcel	00335-0400
Owner	[redacted] TRUSTEES 400 CROSSWIND DRIVE CHARLOTTE, VT 05445
Location	400 CROSSWIND DRIVE
Sec/TWP/Range	
Descr	2.11 ACRES & DWL:

Parcel Information

NBHD	34	**SPAN**	138-043-11671
Acres	2.11	**Status**	A - Active

Sales Information

Book	213	**Sale Date**	2014-06-20
Page	560-563	**Sale Price**	

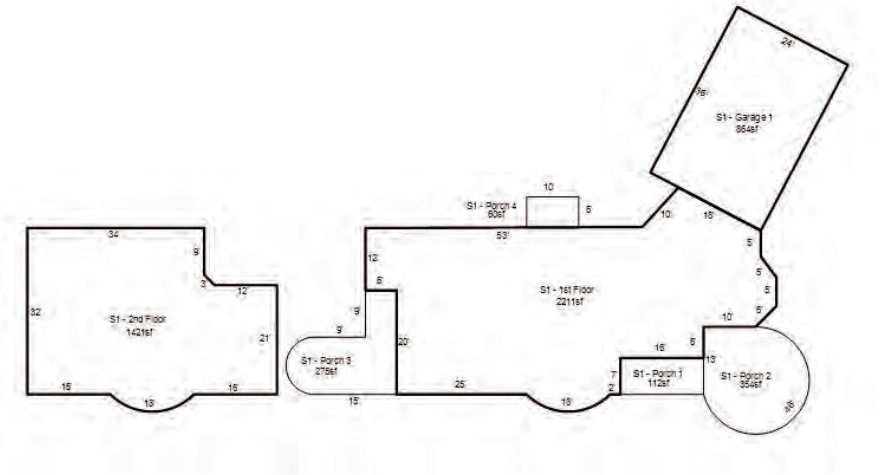
Parcel Value Information

Land Value	440,300	**Homestead**	1,462,300
Dwelling Value	997,000	**Housesite**	1,459,500
Site Imprvmnt	25,000		
Outbuildings			
Total	**1,462,300**		



BUILDING	**Total Rooms**	11	**Year Built**	2005	**Building SF**	3631.00	**Energy Adj**	Good	**Roughins**	1
	Bedrooms	3	**Effect Age**	18	**Quality**	5.50	**Bsmt Wall**	Conc 8in	**Plumb Fixt**	14
	Full Baths	2	**Condition**	Avg/Good	**Style**	2 Story	**Bsmt SF**	2240	**Fireplaces**	3
	Half Baths	1	**Phys Depr**	13	**Design**	Two Story	**Bsmt Fin**	1	**Porch**	801
	Kitchens	1	**Funct Depr**		**Bldg Type**	Single	**Bsmt Fin SF**		**Gar/Shed**	864
	Notes		**Econ Depr**							
LAND	**Land**	1	**Area**	2.00	**Grade**	1.75	**Frontage**		**Depth**	
LAND	**Land**	5	**Area**	0.11	**Grade**	2.00	**Frontage**		**Depth**	

Sketch



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that HUBBARD AND BOARDMAN, LLC, Grantor, in the consideration of TEN AND MORE DOLLARS paid to its full satisfaction by [redacted]c, of Milton, County of Chittenden and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, [redacted], husband and wife, as tenants by the entirety, and their heirs and assigns forever, a certain parcel of land in Charlotte in the County of Chittenden and State of Vermont (the "Property"), described as follows:

Being the lands and premises depicted as "Lot # 11" on a survey entitled "Final Plat, Major Subdivision, Property of Anthony Perry" dated May 1998, last revised May 4, 2001 by Stuart J. Morrow of record in Map Clip 6 on Page 4 of the Town of Charlotte Land Records.

The Property is conveyed subject to and/or with the benefit of the following:

1. "Declaration of Covenants Conditions and Restrictions for Crosswinds at Perry Farm, dated September 24, 2004 and recorded on January 24, 2005 in Volume 154 at Pages 228-239 of the Charlotte Land Records, as has been or may be amended from time to time (the "Crosswinds Declaration")

2. The terms and conditions of the following governmental permits and approvals: (i) Findings of Fact and Decision of the Charlotte Planning Commission dated December 17, 1999, a notice of which is recorded on December 23, 1999 in Volume 109 at Page 54, as amended from time to time, including without limitation, Findings of Fact and Decision of the Charlotte Planning Commission dated April 19, 2001 and recorded on April 19, 2001 in Volume 115 at Page 401; ii) Land Use Permit 4C1046 dated October 29, 1999 and recorded on November 1, 1999 in Volume 108 at Page 242, as amended from time to time, including without limitation, Land Use Permit 4C1046 (Altered) dated January 25, 2000, and recorded on January 26, 2000 in Volume 109 at Page 276, Land Use Permit 4C1046-1 dated August 20, 2001 and recorded on August 21, 2001 in Volume 118 at Page 578, Land Use Permit 4C1046-2 dated June 6, 2002 and recorded on June 7, 2002 in Volume 126 at Page 481, and Land Use Permit 4C1046-3 dated October 3, 2002 and recorded on October 7, 2002 in Volume 129 at Page 585; iii) Subdivision Permit EC-4-1556-1 dated July 13, 1999 and recorded on July 19, 1999 in Volume 106 at Page 531, as amended from time to time, including without limitation, Subdivision Permit EC-4-1556-2 dated July 27, 2001 and recorded on August 1, 2001 in Volume 118 at Page 134, Subdivision Permit EC-4-1556-3 dated April 19, 2002 and recorded on April 26, 2002 in Volume 125 at Page 497 and Wastewater System and Potable Water Supply Permit WW-4-2110 dated June 4, 2004 and recorded on June 8, 2004 in Volume 149 at Page 583.

3. Declaration of Covenants Concerning Design and Use Standards for Perry Farm dated July 2, 2004 and recorded on July 6, 2004 in Volume 150 at Pages 393-401 of the Charlotte Land Records (the "Design Standards Declaration");

4. Declaration of Wastewater Covenants, Easements and Restrictions for Perry Farm dated July 2, 2004 and recorded on July 6, 2004 in Volume 150 at Pages 370-392 of the Charlotte Land Records (the "Wastewater Declaration");

5. Declaration of Water System Covenants, Easements and Restrictions for Crosswinds at Perry Farm dated July 2, 2004 and recorded on July 6, 2004 in Volume 150 at Pages 415-426 of the Charlotte Land Records (the "Water System Declaration");

6. All easements, rights of way and other matters shown on the following recorded plats, surveys, or plans (the "Plans"):

(A) A survey prepared by Stuart J. Morrow entitled "Final Plat, Major Subdivision, Property of Anthony Perry" dated May, 1998, with a latest revision date of May 4, 2001 and of record on Map Clip 6 on Page 4 in the Town of Charlotte Land Records (the "Subdivision Plan").

(B) A plan prepared by Stuart J. Morrow entitled "Site Plan, Major Subdivision, Property of Anthony Perry" dated May 1998 with a latest revision date of 10/22/99 and of record in Map Clip 4, Page 13 in the Town of Charlotte Land Records.

(C) A plan prepared by Stuart J. Morrow entitled "Proposed - Existing

DESIGN REVIEW APPROVAL

In accordance with the requirements of the Declaration of Covenants Concerning Design and Use Standards for Perry Farm dated July 2, 2004 and recorded on July 6, 2004 in Volume 150 at Pages 393-401 of the Charlotte Land Records (the "Design and Use Standards"). Anthony Perry and George Hubbard do hereby approve the following plans for construction of a four (4) bedroom single family residence on Lot 11 of the Perry Farm:

> A ten (10) sheet set of plans entitled "Kovac Residence" by Paul Ferland dated April 18, 2005.

Hereinafter, the foregoing plans are referred to as the "Approved Plans." As set forth in the Design and Use Standards, construction of improvements on Lot 11 shall be made in strict accordance with the Approved Plans.

As stated in the Design and Use Standards, this approval does not express or imply any representation or warranty that the Approved Plans are safe or appropriate for their intended purpose or are in compliance with any permit or other condition of any regulatory body.

Dated at Vail, Colorado this 22 day of April, 2005.

Anthony Perry

STATE OF COLORADO
Eagle COUNTY, SS.

Vail *[city/town]*, this 22 day of April, 2005, personally appeared Anthony Perry and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

DIANE M. KOVALIK NOTARY PUBLIC STATE OF COLORADO

Before me, Diane M Kovalik
Notary Public
My Commission Expires: ~~2/10/07~~ 10/27/2008

Dated at BURLINGTON, Vermont this 22nd day of April, 2005.

George Hubbard

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At BURLINGTON *[city/town]*, this 22nd day of April, 2005, personally appeared George Hubbard and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me,
Notary Public
My Commission Expires: 2/10/07

343877.1

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 27th day of April A.D. 2005
at 10 o'clock 00 minutes A m and
recorded in vol 151 page 31

Subdivision, Property of Anthony Perry" dated May 1998 with a latest revision date of 10/22/99 and of record in Map Clip 4, Page 13 in the Town of Charlotte Land Records.

(C) A plan prepared by Stuart J. Morrow entitled "Proposed - Existing Planting Plan, Major Subdivision, Property of Anthony Perry" dated May 1998, last revised August 12, 1999 and of record in Map Clip 4, Page 12 of the Town of Charlotte Land Records.

(D) A plan prepared by Stuart J. Morrow entitled "Covenants and Easement Plan, Anthony Perry Subdivision" dated June 2001, last revised June 29, 2001 and of record in Map Clip _____, Page _____ of the Town of Charlotte Land Records.

7. The terms and conditions of the following recorded agreements with the Town of Charlotte: (i) Agreement Regarding Perry Farms Declaration, Conditions and Restrictions Design and Use Standards dated February 11, 2000 and of record in Volume 109 at Page 451; (ii) Revised Sewage Service Agreement, Waiver and Easement dated February 11, 2000 and of record in Volume 109 at Page 447; (iii) Irrevocable Offer of Dedication dated February 11, 2000 and of record in Volume 109 at Page 455; (iv) Revised Roadway Agreement and Waiver dated February 11, 2000 and of record in Volume 109 at Page 443; and (v) Revised Agricultural and Open Space Lands Agreement dated February 11, 2000 and of record in Volume 109 at Page 436 of the Town of Charlotte Land Records.

8. The following covenants are imposed upon the Property as a condition of Final Plat and Site Plan approvals by the Town of Charlotte Planning Commission and may not be amended without the review and approval of such Planning Commission. Any violation of the covenants in this Section VIII is specifically enforceable by the Town of Charlotte (with the advice of the Charlotte Planning Commission and Conservation Commission).

> On Lots 10, 11 and 12, the roof peaks shall not exceed 30', as measured from the lowest point of the building envelope.

Conveyed with the Property, appurtenant to and indivisible therefrom is, is one (1) of the memberships in The Crosswinds at Perry Farm Homeowner's Association, as described in the Crosswinds Declaration.

Also conveyed with the Property, appurtenant to and indivisible therefrom, is one (1) of the memberships in the Perry Farm Wastewater Association, an unincorporated association formed to perform the functions set forth in the Wastewater Declaration.

Also conveyed with the Property, appurtenant to and indivisible therefrom, is one (1) of the memberships in the Perry Farm Water System Association, an unincorporated association formed to perform the functions set forth in the Water System Declaration.

Pursuant to the terms of the Wastewater Declaration and all applicable state and municipal permits, consents and approvals, the Property is allocated a wastewater capacity sufficient to serve a four- bedroom single-family residence.

Pursuant to the terms of the Water System Declaration and all applicable state and municipal permits, consents and approvals, the Property is allocated water from the Community Water System sufficient to serve a four- bedroom single-family residence.

Also conveyed with the Property, in common with others, is an easement and right-of-way, 60 feet wide, for purposes of ingress and egress and utilities in and upon those portions of Lots 16 and 12 identified as "Proposed 60 Foot Wide Right of Way" on the Subdivision Plan.

Reference is hereby made to an instrument entitled Design Review Approval by Anthony Perry and George Hubbard to be recorded in the land records.

The Property is also conveyed subject to and/or with the benefit of the following: (i) all rights-of-way, easements, conditions and covenants of record, as shown on the Plans and as described in the Crosswinds Declaration, Design Standards Declaration, Water System Declaration and Wastewater Declaration, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act 27 V.S.A. 601-611; (b) taxes assessed on the Grand List not delinquent on the date of this Deed, which the Grantee herein assumes and agrees to pay as part of the consideration for this Deed, subject to such taxes being prorated between Grantor and Grantee on the date this Deed is delivered; and (c) the provisions of municipal ordinances, public laws and special acts.

Being a portion only of the lands and premises conveyed to Hubbard & Boardman, LLC by Warranty Deed of Anthony Perry, dated July 2, 2004, recorded on July 6, 2004 in Volume 150 at Page 406 of the Town of Charlotte land records. None of the described property constitutes homestead property.

Reference is hereby made to the above-mentioned instruments and plans and the references contained therein, all in further aid of the description herein.

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

And the said Grantor, Hubbard & Boardman, LLC, and its successors and assigns, does covenant with the said Grantees, [redacted], and their heirs and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as above stated.

And Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 22nd day of APRIL, 2005.

HUBBARD & BOARDMAN, LLC
BY: _____
DULY AUTHORIZED MEMBER

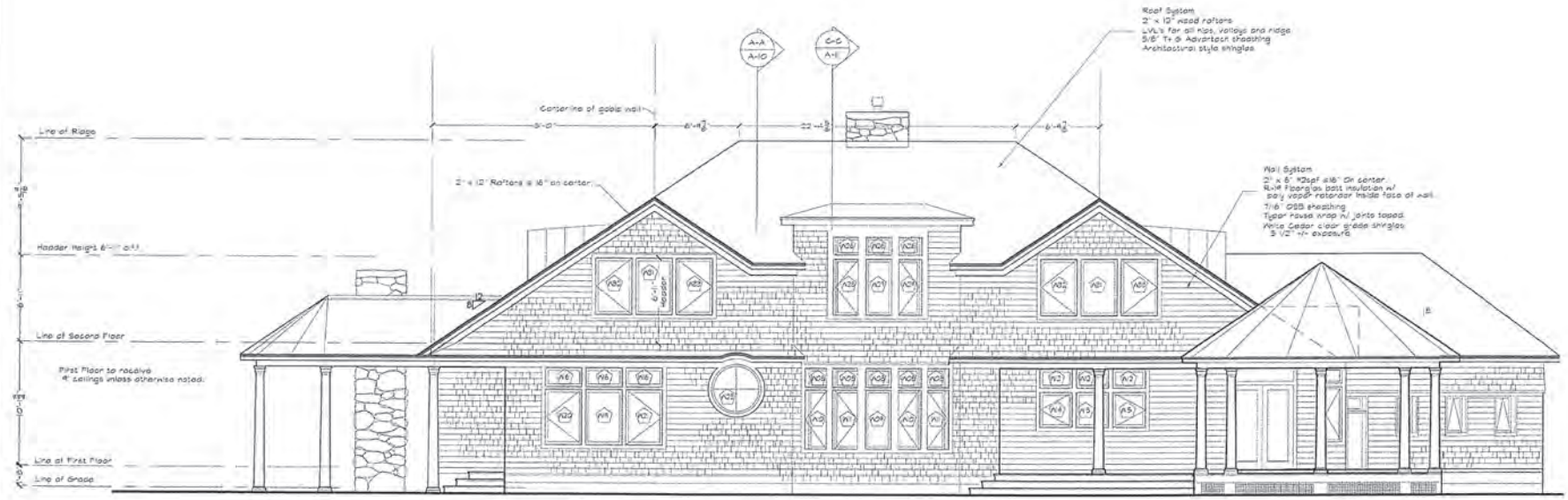
STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At BURLINGTON, this 22nd day of APRIL, 2005, personally appeared GEORGE C. HUBBARD, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, as duly authorized Member of Hubbard & Boardman, LLC.

Before me, _____
Notary Public

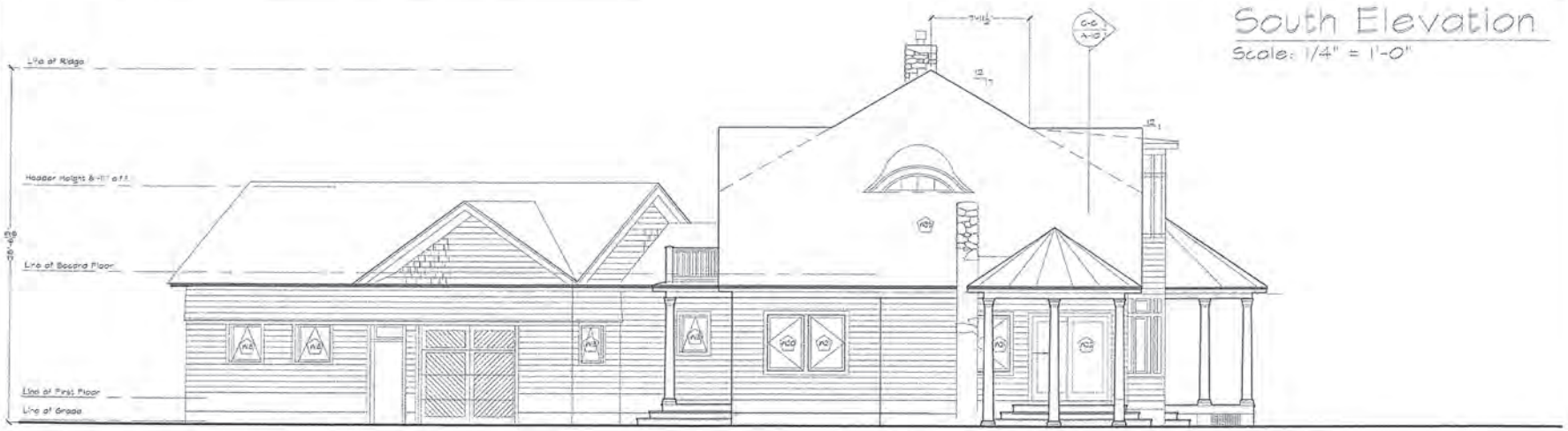
CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 27th day of April A.D. 2005
at 10 o'clock 00 minutes A m and
recorded in vol. 156 on page 32-34
Attest Mary A Mead Town Clerk

ACKNOWLEDGEMENT
Return Received (Including Certificates and, if Required, Act 250 Disclosure Statement) and Tax Paid.
Signed Mary A Mead Clerk
Date April 27, 2005



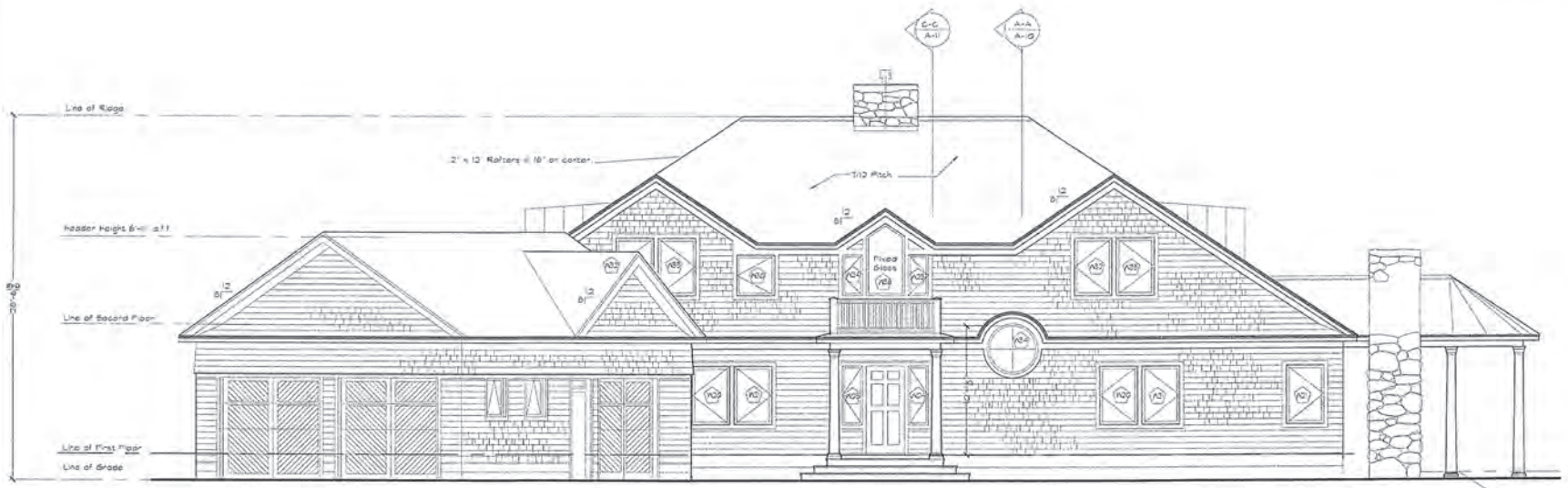
South Elevation

Scale: 1/4" = 1'-0"



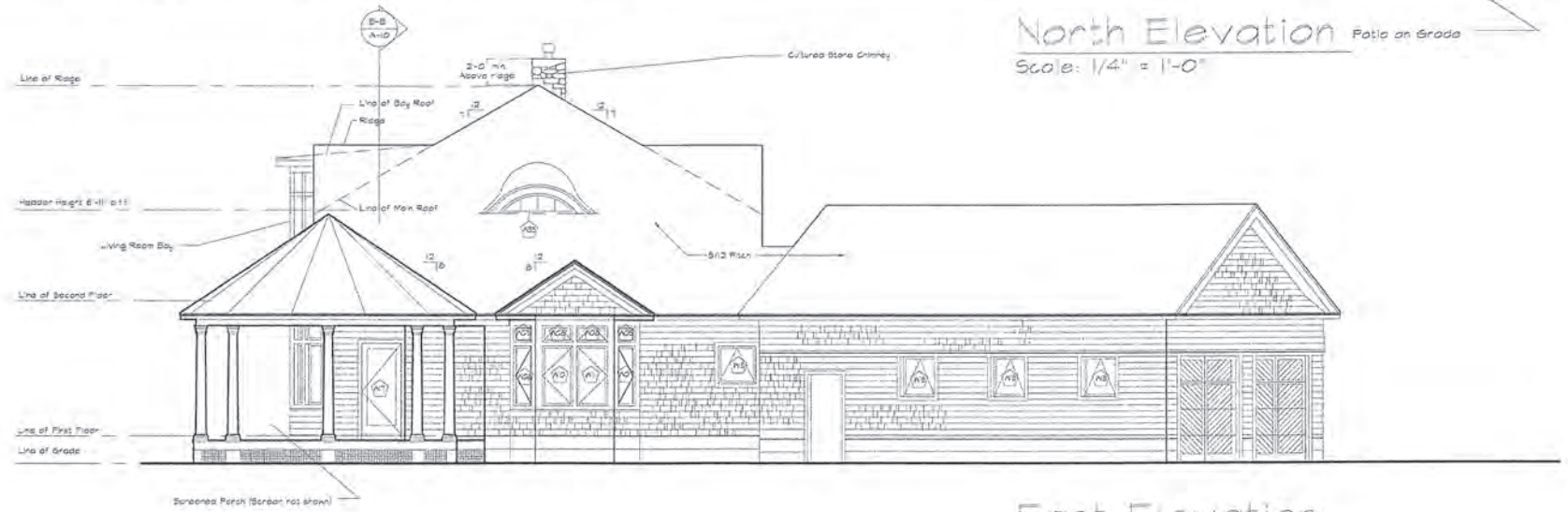
West Elevation

Scale: 1/4" = 1'-0"



North Elevation Patio on Grade

Scale: 1/4" = 1'-0"

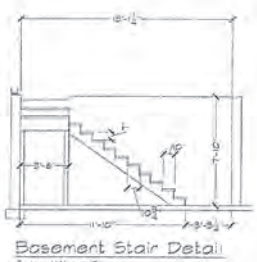


East Elevation

Scale: 1/4" = 1'-0"

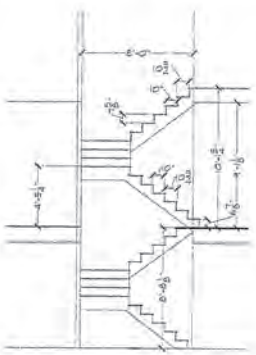
Basement Framing/Insulation Specifications:

1. Basement framing to consist of foundation interior perimeter to be framed with 2" x 4" #2 spf @ 24" on center.
2. Basement walls installed as needed for support.
3. Foundation interior perimeter walls to receive R-13 batts.
4. No finish will be applied to foundation interior perimeter walls.
5. Stairwell walls to receive one layer of 1/2" gyp.rm board on stairwell side only.

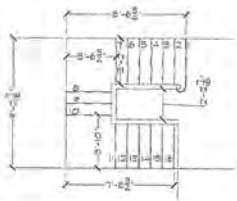


Basement Plan

Scale: 1/8" = 1'-0"

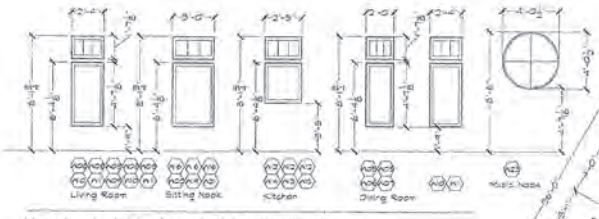


Stair Detail
Scale: 1/4" = 1'-0"

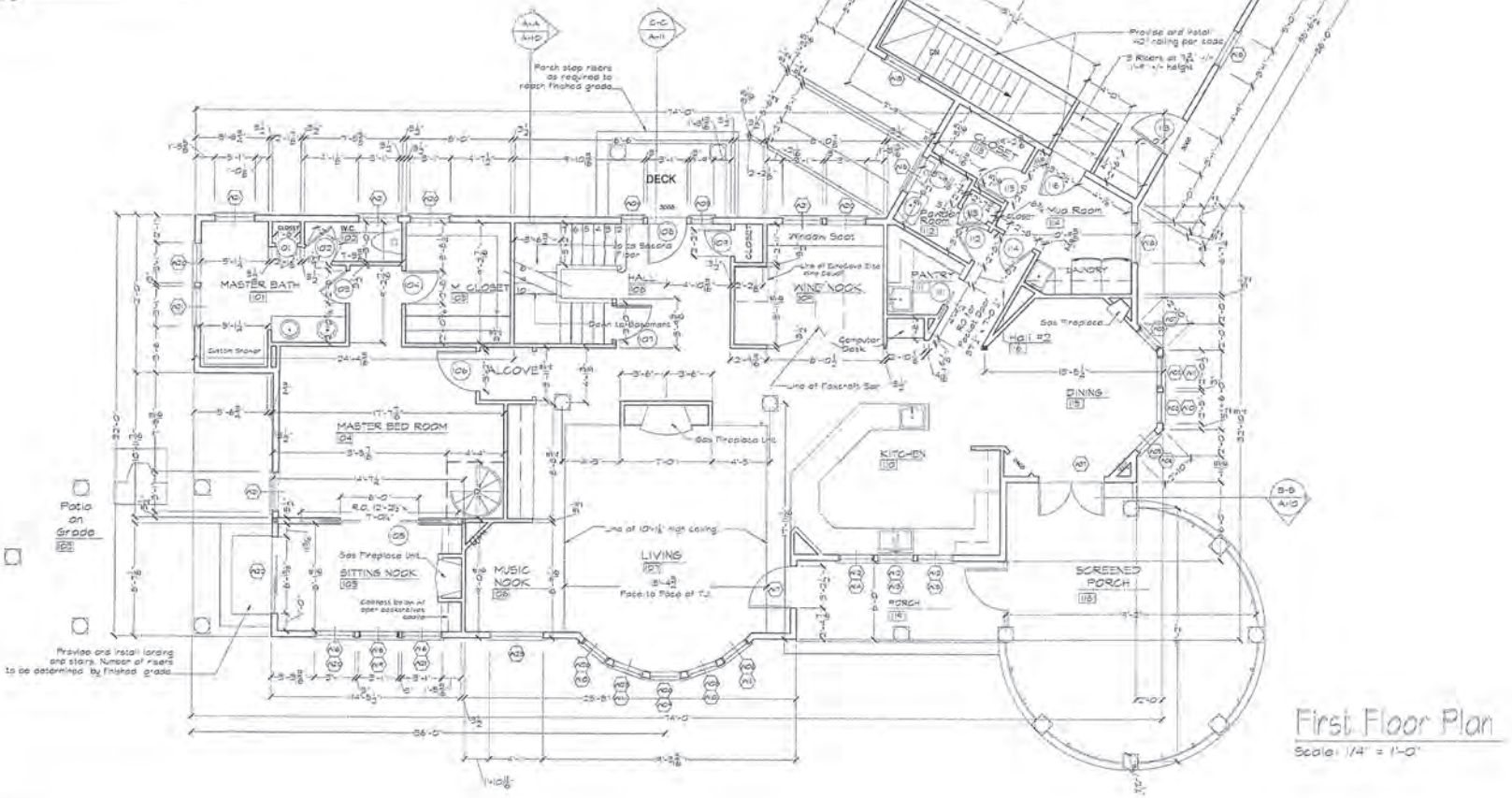


First floor stairs:
16 Risers at 7 84/64" = 10'-1 3/4" ft. to f.

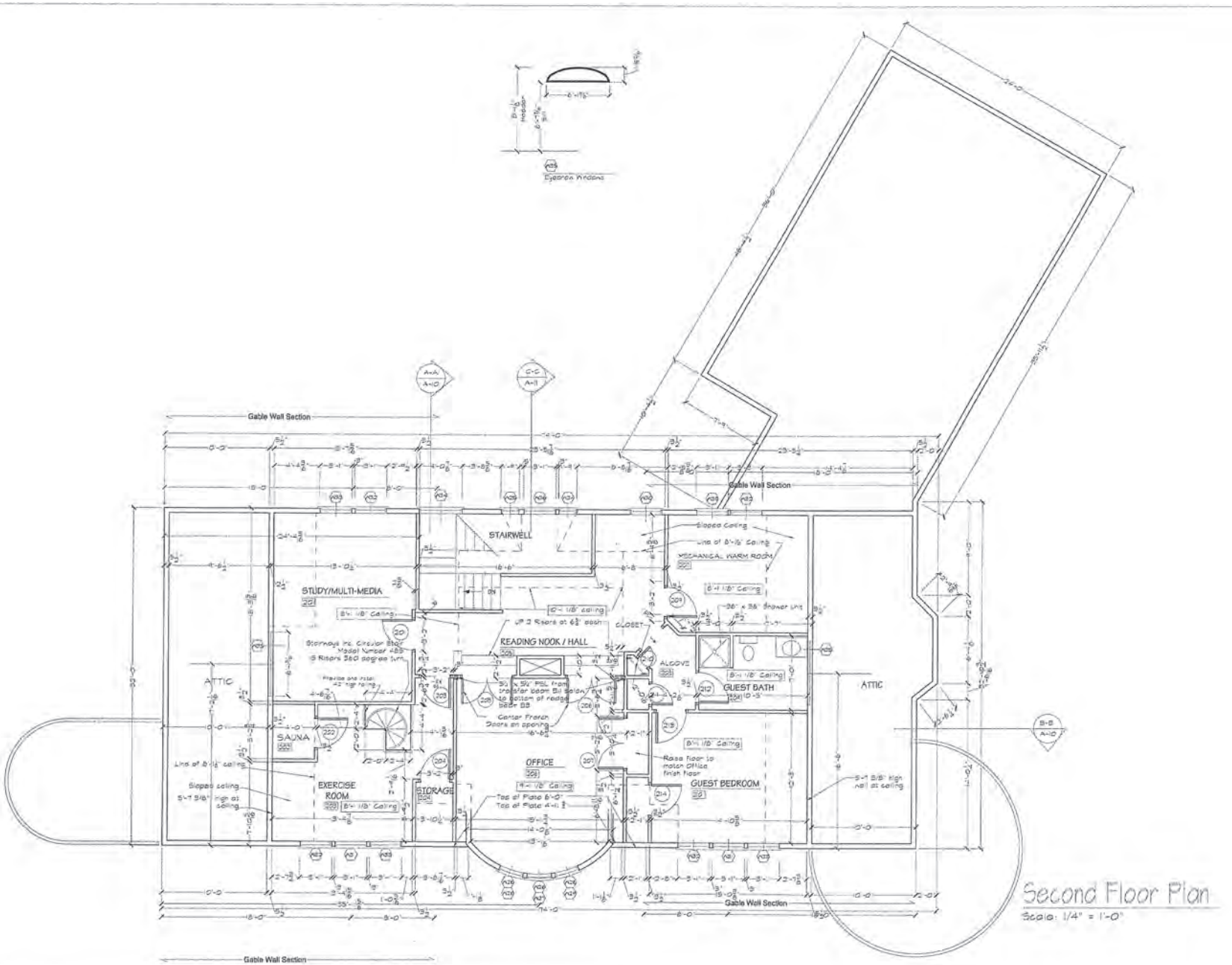
Basement floor stairs:
14 Risers at 7 7/16" = 8'-8 1/2" ft. to fl.



Header heights for double stacked windows



First Floor Plan
Scale: 1/4" = 1'-0"



Second Floor Plan

Scale: 1/4" = 1'-0"

PAYABLE TO:
MAIL TO:

TOWN OF CHARLOTTE

PO Box 119
Charlotte, Vermont 05445

802-425-3071

TAX BILL

This is the only bill you will receive. Please forward to new owner if property is sold.

PARCEL ID	BILL DATE	TAX YEAR
00335-0400.	08/04/2024	2024

The penalty is 8%, plus 1% interest per month for the first 90 days and 1 1/2% per month thereafter. TAXES ARE DELINQUENT NOV 16, 2024
Postmark will be accepted as timely payment

Description: 2.11 ACRES & DWL:
Location: 400 CROSSWIND DRIVE

OWNER [redacted]
400 CROSSWIND DRIVE
CHARLOTTE VT 05445

HOUSESITE TAX INFORMATION

SPAN # 138-043-11671	SCL CODE: 043
TOTAL PARCEL ACRES	2.11
HOUSESITE VALUE	1,459,500
HOUSESITE EDUCATION TAX	18,858.20
HOUSESITE MUNICIPAL TAX	2,678.18
HOUSESITE TOTAL TAX	21,536.38

FOR INCOME TAX PURPOSES

ASSESSED VALUE		HOMESTEAD	
REAL	1,462,300	1,462,300	
TOTAL TAXABLE VALUE	1,462,300	1,462,300	
GRAND LIST VALUES	14,623.00	14,623.00	

MUNICIPAL TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
TOWN	0.1830	x14,623.00=	2,676.01
LOCAL AGREEMENT	0.0005	x14,623.00=	7.31

TOTAL MUNICIPAL TAX	2,683.32
MUNICIPAL STATE PAYMENT	0.00
MUNICIPAL NET TAX DUE	2,683.32

EDUCATION TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
HOMESTEAD EDUCATION	1.2921	x14,623.00=	18,894.38

1.3501 (district rate) / 104.49% (CLA) = 1.2921

Payments	
1	11/15/2024
	21,577.70

TOTAL EDUCATION TAX	18,894.38
EDUCATION STATE PAYMENT	0.00
EDUCATION NET TAX DUE	18,894.38

TAX SUMMARY
Municipal + Education

TOTAL TAX	21,577.70
TOTAL STATE PAYMENT	0.00
TOTAL NET TAX DUE	21,577.70

DETACH THE STUB BELOW AND RETURN WITH YOUR PAYMENT

TOWN OF CHARLOTTE

PAYMENT DUE	TAX YEAR
11/15/2024	2024

OWNER NAME
[redacted]

PARCEL ID
00335-0400.

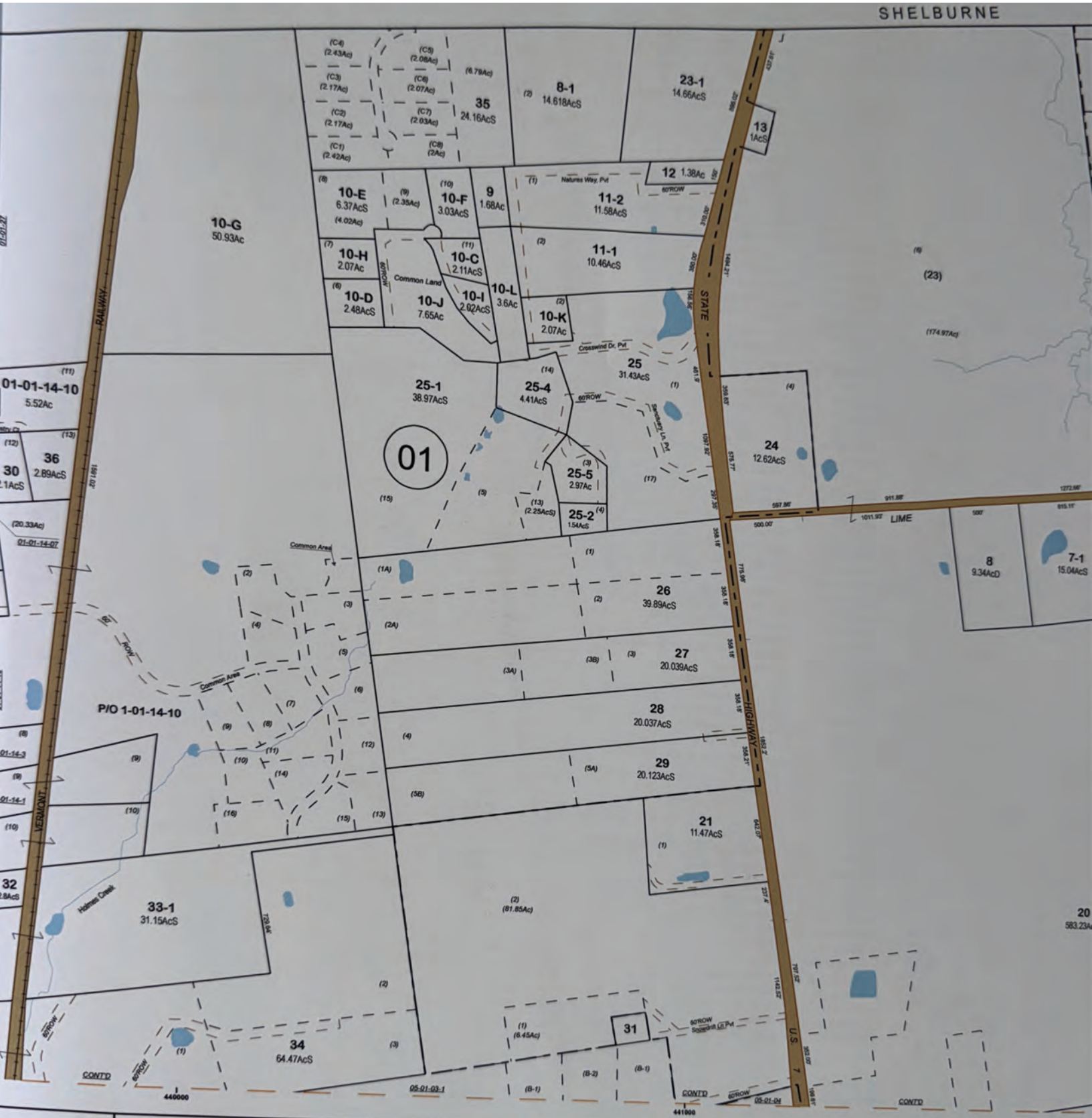
AMOUNT DUE	21577.70
AMOUNT PAID	

400 Crosswinds

Estimated 2024 Operation and Maintenance Expenses

Vendor Name	Service Provided	Amount	Usage Amount
Amerigas	Oil/Gas Propane	$2,825	1352 gallons
Green Mountain Power	Electric	$3,600	1416kWh/month
Streaming	Cable/Satellite TV	$1,200	
Comcast	Internet/Phone	$1,572	
Included with Association Fee	Water		
TrashAway	Rubbish Removal	$900	
Chris Fortin	Snow Removal	$600	
Chris Fortin & Elevated Maintenance	Landscaping/Gardening	$4,800	
Nature's Way	Pest Control	$500	
Creative Sound/State Police	Home Security	$235	
Association	Association Dues	$5,000	
Town of Charlotte	Taxes	$21,577	

Estimated Total for 2024: $42,809



ED BY
AMBERLAIN
ING

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. IT IS NOT TO BE USED FOR DESCRIPTION, CONVEYANCE, OR DETERMINATION OF LEGAL TITLE. ALL INFORMATION IS SUBJECT TO CHANGE.

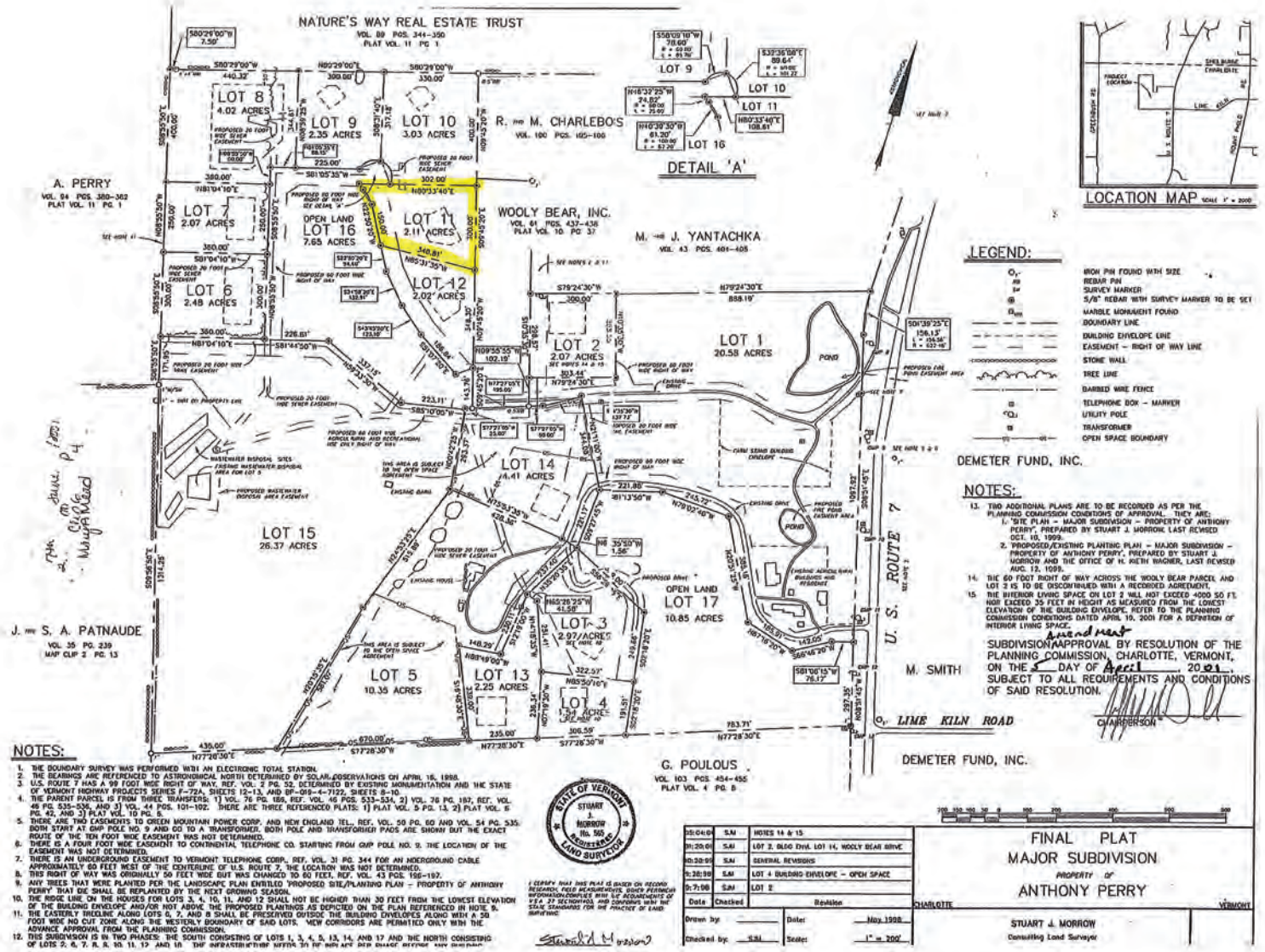
UPDATED THROUGH APRIL 1, 2024

LEGEND

- Town Boundary
- Public Road Right-of-Way
- Railroad Right-of-Way
- Parcel Boundary
- Parcel Boundary Water
- Subparcel Boundary
- Block Line
- Right-of-Way
- Surface Water
- Match Line
- Parcel Hook
- Unlanded Property
- Parcel Number Not in Grand List
- 26 Parcel Number
- (1) Lot Number
- AcC Acres Calculated
- AcD Acres Deeded
- AcS Acres Surveyed
- 997 Dimension
- 2,3,5 Parcel Number from Adjoining Sheet
- 442000 VT State Plane Coordinates (meters)

ZONING

- Commercial
- Conservation
- East Charlotte Village
- Rural
- Shoreland
- Shoreland Seasonal Home Management
- Village Commercial
- West Charlotte Village
- Flood Hazard Area Overlay
- Route 7 Scenic Overlay



NOTES:

13. TWO ADDITIONAL PLANS ARE TO BE RECORDED AS PER THE PLANNING COMMISSION CONDITIONS OF APPROVAL. THEY ARE: 1. "SITE PLAN - MAJOR SUBDIVISION - PROPERTY OF ANTHONY PERRY", PREPARED BY STUART J. MORROW, LAST REVISED OCT. 10, 1999. 2. "PROPOSED/EXISTING PLANTING PLAN - MAJOR SUBDIVISION - PROPERTY OF ANTHONY PERRY", PREPARED BY STUART J. MORROW AND THE OFFICE OF H. KEITH WAGNER, LAST REVISED AUG. 12, 1999.
14. THE 60 FOOT RIGHT OF WAY ACROSS THE 'WOOLY BEAR PARCEL AND LOT 2 IS TO BE DISCONTINUED WITH A RECORDED AGREEMENT.
15. THE INTERIOR LIVING SPACE ON LOT 2 WILL NOT EXCEED 4000 SQ FT, NOR EXCEED 35 FEET IN HEIGHT AS MEASURED FROM THE LOWEST ELEVATION OF THE BUILDING ENVELOPE. REFER TO THE PLANNING COMMISSION CONDITIONS DATED APRIL 19, 2001 FOR A DEFINITION OF INTERIOR LIVING SPACE.

SUBDIVISION APPROVAL BY RESOLUTION OF THE PLANNING COMMISSION, CHARLOTTE, VERMONT, ON THE 5 DAY OF April, 2001, SUBJECT TO ALL REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION.

CHAIRPERSON

NOTES:

1. THE BOUNDARY SURVEY WAS PERFORMED WITH AN ELECTRONIC TOTAL STATION.
2. THE BEARINGS ARE REFERENCED TO ASTRONOMICAL NORTH DETERMINED BY SOLAR OBSERVATIONS ON APRIL 16, 1998.
3. U.S. ROUTE 7 HAS A 99 FOOT WIDE RIGHT OF WAY, REF. VOL. 2 PG. 52, DETERMINED BY EXISTING MONUMENTATION AND THE STATE OF VERMONT HIGHWAY PROJECTS SERIES F-72A, SHEETS 12-13, AND BF-019-4-7122, SHEETS 8-10.
4. THE PARENT PARCEL IS FROM THREE TRANSFERS: 1) VOL. 76 PG. 188, REF. VOL. 46 PGS. 533-534, 2) VOL. 78 PG. 197, REF. VOL. 46 PG. 535-536, AND 3) VOL. 44 PGS. 101-102. THERE ARE THREE REFERENCED PLATS: 1) PLAT VOL. 5 PG. 13, 2) PLAT VOL. 8 PG. 42, AND 3) PLAT VOL. 10 PG. 5.
5. THERE ARE TWO EASEMENTS TO GREEN MOUNTAIN POWER CORP. AND NEW ENGLAND TEL. REF. VOL. 50 PG. 60 AND VOL. 54 PG. 535. BOTH START AT GMP POLE NO. 9 AND GO TO A TRANSFORMER. BOTH POLE AND TRANSFORMER PADS ARE SHOWN BUT THE EXACT ROUTE OF THE TEN FOOT WIDE EASEMENT WAS NOT DETERMINED.
6. THERE IS A FOUR FOOT WIDE EASEMENT TO CONTINENTAL TELEPHONE CO. STARTING FROM GMP POLE NO. 9. THE LOCATION OF THE EASEMENT WAS NOT DETERMINED.
7. THERE IS AN UNDERGROUND EASEMENT TO VERMONT TELEPHONE CORP., REF. VOL. 31 PG. 344 FOR AN UNDERGROUND CABLE APPROXIMATELY 60 FEET WEST OF THE CENTERLINE OF U.S. ROUTE 7. THE LOCATION WAS NOT DETERMINED.
8. THIS RIGHT OF WAY WAS ORIGINALLY 50 FEET WIDE BUT WAS CHANGED TO 60 FEET, REF. VOL. 43 PGS. 196-197.
9. ANY TREES THAT WERE PLANTED PER THE LANDSCAPE PLAN ENTITLED 'PROPOSED SITE/PLANTING PLAN - PROPERTY OF ANTHONY PERRY' THAT DIE SHALL BE REPLANTED BY THE NEXT GROWING SEASON.
10. THE RIDGE LINE ON THE HOUSES FOR LOTS 3, 4, 10, 11, AND 12 SHALL NOT BE HIGHER THAN 30 FEET FROM THE LOWEST ELEVATION OF THE BUILDING ENVELOPE AND/OR NOT ABOVE THE PROPOSED PLANTINGS AS DEPICTED ON THE PLAN REFERENCED IN NOTE 9.
11. THE EASTERLY TREELINE ALONG LOTS 6, 7, AND 8 SHALL BE PRESERVED OUTSIDE THE BUILDING ENVELOPES ALONG WITH A 50 FOOT WIDE NO CUT ZONE ALONG THE WESTERLY BOUNDARY OF SAID LOTS. VIEW CORRIDORS ARE PERMITTED ONLY WITH THE ADVANCE APPROVAL FROM THE PLANNING COMMISSION.
12. THIS SUBDIVISION IS IN TWO PHASES: THE SOUTH CONSISTING OF LOTS 1, 3, 4, 5, 13, 14, AND 17 AND THE NORTH CONSISTING OF LOTS 2, 6, 7, 8, 9, 10, 11, 12 AND 16. THE INFRASTRUCTURE NEEDS TO BE IN PLACE PER PHASE BEFORE ANY BUILDING

STATE OF VERMONT
STUART J. MORROW
No. 565
REGISTERED LAND SURVEYOR

I CERTIFY THAT THIS PLAT IS BASED ON RECORD RESEARCH, FIELD MEASUREMENTS, DEED PLOTTINGS, INFORMATION COMPLIES WITH THE REQUIREMENTS OF V.S.A. 27 SECTION 1403, AND CONFORMS WITH THE STATE STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

Stuart J. Morrow

Date	Checked	Revision
10:04:01	SJM	NOTES 14 & 15
01:20:01	SJM	LOT 2, BLDG ENVL LOT 14, WOOLY BEAR DRIVE
10:30:99	SJM	GENERAL REVISIONS
9:28:99	SJM	LOT 4 BUILDING ENVELOPE - OPEN SPACE
9:7:99	SJM	LOT 2

Drawn by: ____ Date: May 1998
Checked by: SJM Scale: 1" = 200'

FINAL PLAT
MAJOR SUBDIVISION
PROPERTY OF
ANTHONY PERRY
CHARLOTTE VERMONT

STUART J. MORROW
Consulting Land Surveyor



400 Crosswinds

Charlotte, VT

Base Plan Orthophotograph

LEGEND

- Subject Property - 2.11 ±Ac
- Adjacent Properties
- Protected Land
- Open Water
- Wetlands



Notes:
Credits: 2024 Imagery from Nearmap Imagery map service.

Date: 06/16/25

Project Number: VT1542

0 750 1,500 3,000 Feet

Scale: 1 " = 1,500 '

This plan is conceptual only and is not represented as an engineered plan.

LandVest

Document Name: VT1542 ortho zoomed



400 Crosswinds

Charlotte, VT

Base Plan Orthophotograph

LEGEND

- Subject Property - 2.11 ±Ac
- Adjacent Properties
- Protected Land
- Open Water
- Contours (ft)



Notes:
Credits: 2024 Imagery from Nearmap Imagery map service.

Date: 06/16/25

Project Number: VT1542

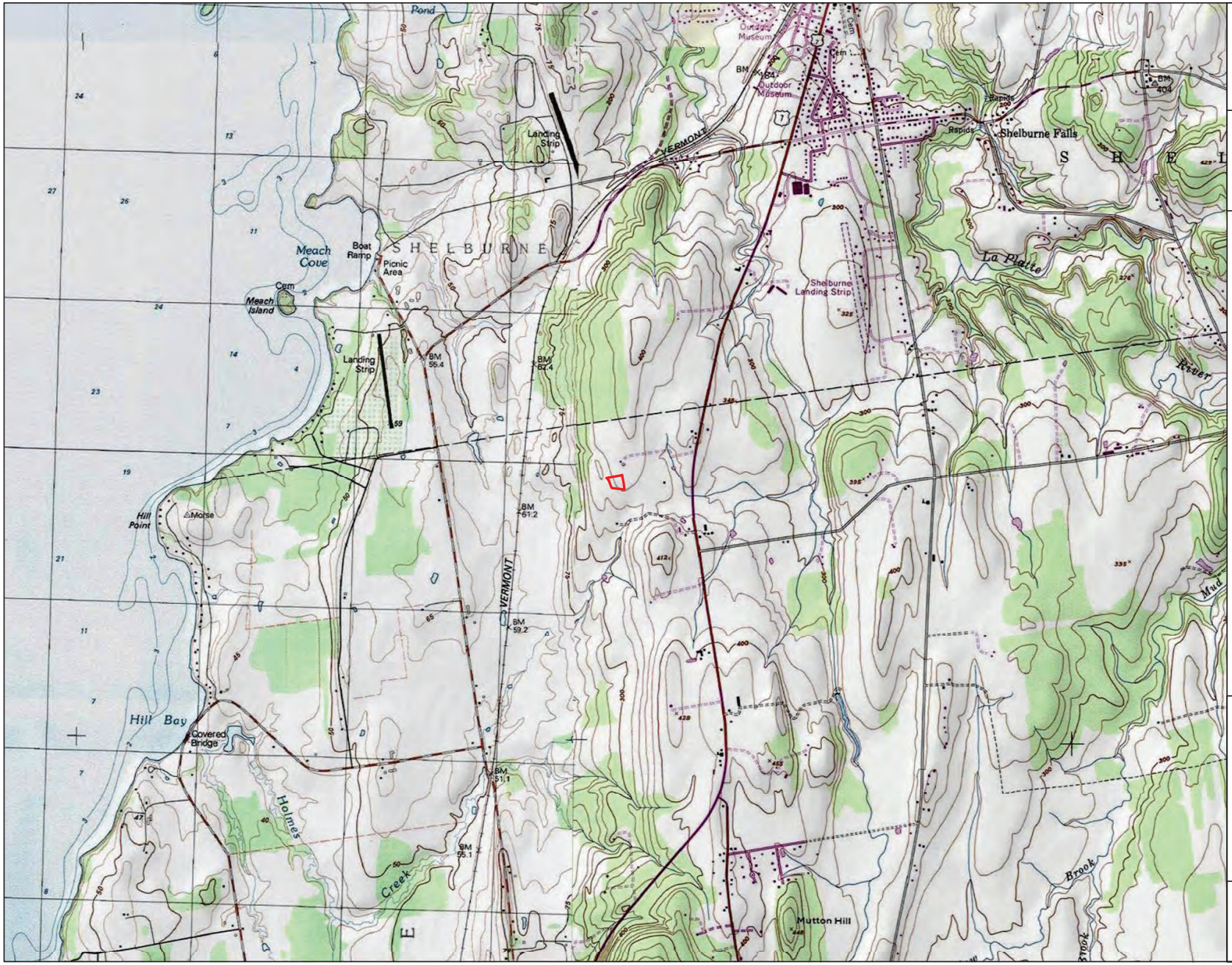
0 75 150 300 Feet

Scale: 1 " = 150 '

This plan is conceptual only and is not represented as an engineered plan.

LandVest

Document Name: VT1542 ortho



400 Crosswinds

Charlotte, VT

USGS Topographic Map

LEGEND

Subject Property - 2.11 ±Ac



Notes:

Credits: USGS Topo background from ESRI 'USA Topo Map' map service.

Date: 06/16/25

Project Number: VT1542

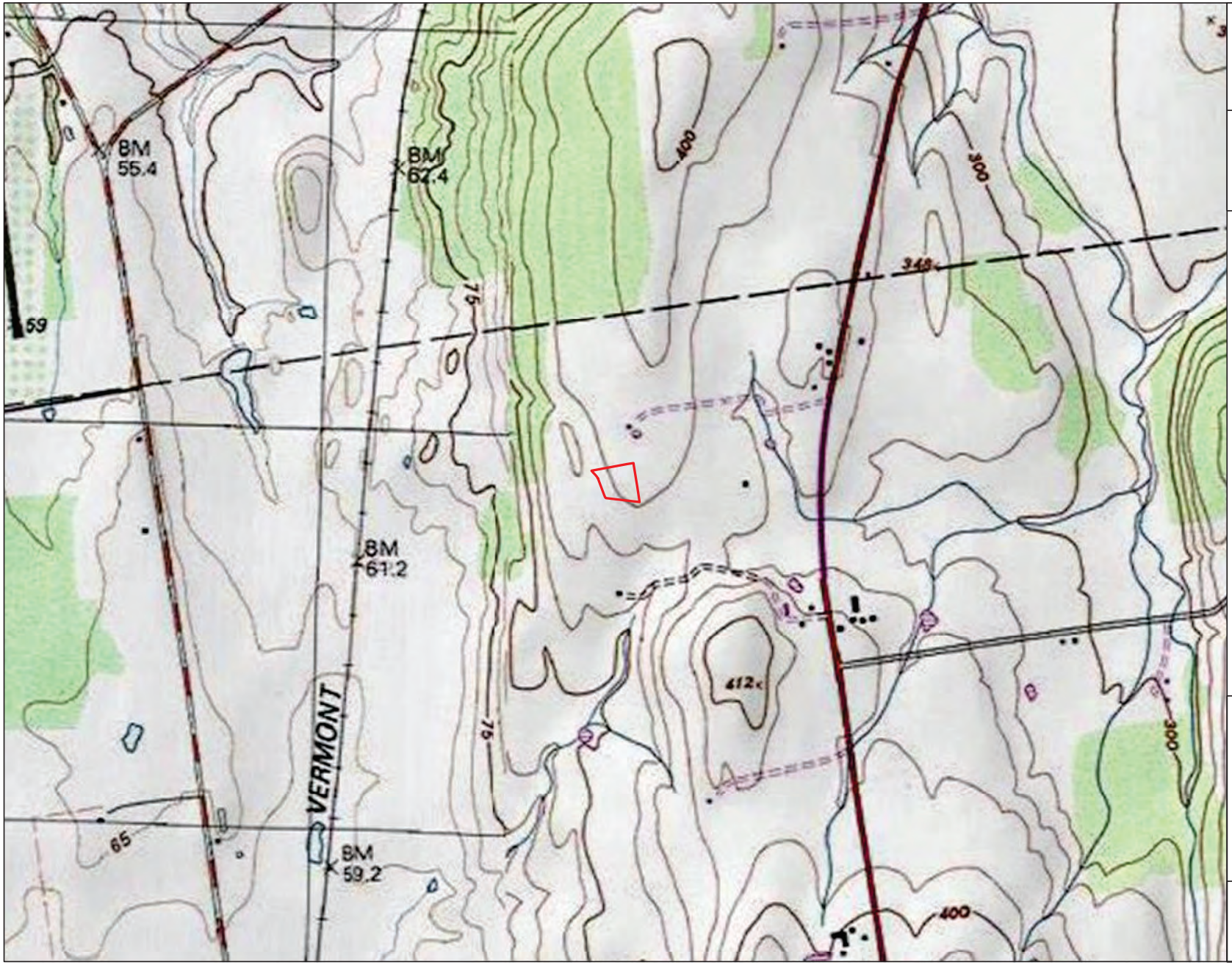
0 1,000 2,000 4,000 Feet

Scale: 1 " = 2,000 '

This plan is conceptual only and is not represented as an engineered plan.

LandVest

Document Name: VT1542 usgs topo plan



400 Crosswinds

Charlotte, VT

USGS Topographic Map

LEGEND

Subject Property - 2.11 ±Ac



Notes:

Credits: USGS Topo background from ESRI 'USA Topo Map' map service.

Date: 06/16/25

Project Number: VT1542

0 375 750 1,500 Feet

Scale: 1 " = 750 '

This plan is conceptual only and is not represented as an engineered plan.

LandVest

Document Name: VT1542 usgs topo plan

DECLARATION OF COVENANTS CONCERNING
DESIGN AND USE STANDARDS FOR PERRY FARM

THIS DECLARATION (hereinafter, the "Declaration") is made as of the 2nd day of July, 2004 by **Anthony Perry** of Vail, Colorado (hereinafter, the "Declarant" or "Perry") and is joined in by **R. Prescott Jaunich and Lynne T. Jaunich** of Charlotte, Vermont (hereinafter, the "Jaunichs") and **Wooly Bear, Inc.**, a Vermont corporation (hereinafter, "Wooly Bear") for the limited purposes described herein.

WHEREAS, Declarant is the record owner of certain real property in the Town of Charlotte, being "Lot 2", "Lot 3"," Lot 4", "Lot 6", "Lot 7", "Lot 8", "Lot 9", "Lot 10", "Lot 11", "Lot 12", "Lot 13" and "Lot 14" as depicted on a survey entitled "Final Plat, Major Subdivision, Property of Anthony Perry, Charlotte" by Stuart J. Morrow dated May 1998, last revised May 4, 2001 and recorded in Map Clip 6, Page 4 of the Town of Charlotte Land Records (the "Survey") and as more particularly described in Exhibit A attached hereto (hereinafter, the "Declarant Lots");

WHEREAS, the Jaunichs are the record owner of "Lot 5" as depicted on the Survey and as more particularly described in Exhibit B hereto (hereinafter, the "Jaunich Lot") and are joining in this Declaration for the limited purpose of agreeing to submit the Jaunich Lot to the provisions of this Declaration;

WHEREAS, Wooly Bear is the record owner of that parcel of land shown on the survey as "Wooly Bear, Inc." and as more particularly described in Exhibit C hereto (hereinafter, the "Wooly Bear Lot") and is joining in this Declaration for the limited purpose of agreeing to submit the Wooly Bear Lot to the provisions of this Declaration;

WHEREAS, the Declarant Lots, the Jaunich Lot and the Wooly Bear Lot are part of a planned residential community designed to afford well-planned residential uses with recreational opportunities and attractive views to its residents while preserving both the agricultural uses of a substantial portion of the adjoining property and the rural, natural and scenic character of the area;

WHEREAS, the goal and objective of this Declaration is to implement and establish design and use standards and restrictions for the purpose of protecting the value, desirability and quality of the existing and proposed residences on the Declarant Lots, the Jaunich Lot and the Wooly Bear Lot.

NOW THEREFORE, the Declarant hereby declares that the Declarant Lots, the Jaunich Lot and the Wooly Bear Lot (hereinafter, collectively, the "Perry Farm Lots", or, separately, a "Lot") shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the Perry Farm Lots or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of the Declarant, the Jaunichs and Wooly Bear and their respective heirs, successors, successors-in-title and assigns.

I. BUILDING DESIGN STANDARDS.

A. General Design Guidelines.

The general design guidelines described below for the buildings to be constructed on the Perry Farm Lots have been developed to encourage the compatibility of the buildings with each other and with the natural landscape. The guidelines are not intended to be overly restrictive. They are general enough

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 6th day of July A.D. 2004
at 10 o'clock 00 minutes A m and
recorded in vol. 150 on page 393-401
Attest Mary A Mead Town Clerk

to allow the purchasers of the lots an opportunity to express themselves in the design of their home and surrounding landscape but specific enough to create a sense of neighborhood through similarity in building "style", colors and materials.

The style of architecture that is encouraged for the Perry Farm Lots is the Shingle Style. The Shingle Style of architecture was a popular American architectural style that developed after the Civil War. Shingle Style buildings normally had a dark body and light trim, often with elements of the wood frame "exposed" on the exterior. Parts or all of the exterior were shingled with a range of decorative detail, including gables, dormers, eyebrow windows, towers, and porches. The Style was especially popular for summer houses although it adapted itself well to many building types. Shingle Style buildings were intended to look as if they had grown out of the landscape, not been superimposed upon it. The adjective "organic" is often used to described the Style because of its connection to the landscape and the frequent use of natural shingles on both the body and the roof.

The following general design guidelines are intended to assist the lot buyers and their architects in designing the houses on the Perry Farm Lots:

1. Building Forms: In order to foster a "connectedness" of the building to the ground, the emphasis is to be on horizontal elements. This can be created by incorporating the upper floor of the building into the roof through the use of gables and dormers with the sweep of the roof sometimes continuing to the first floor level. For buildings on sloped sites, stepped levels (walk-out basement, main entrance on up-hill second level, for example) are encouraged.

2. Roof Materials: Natural shingles (3/4" cut or less) or slate are strongly recommended or twenty-five year architectural grade asphalt shingles that emulate natural shingles are permissible. The color must be compatible with roofs in an effort to achieve a uniformity of roof color and materials. Asphalt shingle colors allowed are slate, black or charcoal.

3. Roof Types and Details: Gable and gambrel roofs are appropriate, but can be effectively designed to have a variety of roof angles and pitches (for example, pent and shed roofs, eyebrow dormers, clipped gables) or a simple, uninterrupted roofline.

4. Exteriors: Primary siding will be cedar shingles, but clapboard or other approved wood products may be used for detailing, trim or other minor features. Traditional Shingle Style body and trim colors range from unpainted shingles to subtle earth tones. It is standard to have the body color darker than the trim color.

5. Windows: Groupings of windows by twos and threes are appropriate and almost any type of window can be used effectively. Multi-lights or bands of multi-light panels can be used and are often combined with one over one double hung or single light sash.

B. Specific Design and Construction Standards.

1. All buildings and improvements (except underground utilities and necessary above ground equipment such as transformer boxes, vent pipes, etc.) shall be constructed within the "Building Envelope" of the Lot as shown on the Survey and approved by the Charlotte Planning Commission. Such building envelopes shall be monumented by a registered surveyor prior to construction of any home on a Lot. All buildings and improvements shall be diligently commenced, pursued and completed.

2. No outside antennae or satellite dishes may be installed or maintained without approval

of the Declarant which shall require that such antennae or dishes be enclosed and/or effectively screened from sight from outside the Lot.

3. Each house shall be constructed with the following minimum insulation standards: R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, at least R-30 in sloped ceilings, at least R-10 to a depth of four feet around the foundation or slab, at least R-11 in the exterior floor, and with double pane glass with low-E glazing or storm windows or triple pane, with an R-value of 2.7. Heating systems and building construction shall comply with additional specifications set forth in the permits applicable to the Perry Farm Lots, including but not limited to State of Vermont Land Use Permit 4C1046, as amended.

4. Water conserving plumbing fixtures including low-flow shower heads (not to exceed 3.0 gpm), low-flow toilets (not to exceed 1.6 gallons per flush), and flow-restrictive faucets (not to exceed 3.0 gpm), shall be installed in all structures and shall be maintained, repaired and replaced as necessary. The interior water pressure shall not exceed 60psi.

5. No electric resistance heating system shall be installed in any structure.

6. All utility services shall be underground, except necessary above-ground equipment.

7. The height of structures and other improvements shall comply with the municipal zoning requirements and with the requirements of all governmental permits, decisions and approvals applicable to the Lots.

8. No exterior, high-intensity discharge lamps or flood lights shall be permitted. All exterior lighting fixtures (except low voltage landscape lighting) shall be located so as to prohibit the emission of light directly or indirectly from any fixture at an angle above fifteen degrees below the horizontal.

9. No improvement or structure whatever, other than a private residence, patio, swimming pool, tennis court, fences and customary out buildings and one garage may be placed or maintained on any Lot, provided, however, those structures permitted by the Revised Agricultural and Open Space Lands Agreement dated February 11, 2000 and recorded in Volume 109 at Page 436 may be constructed within the Open Space Areas of Lots 5 and 14.

C. Landscaping.

1. Landscaping Plans: All plans for construction of a residence on a Lot that are to be submitted pursuant to paragraph D below shall include a landscaping plan, which shall depict the location and type of landscaping, including but not limited to lawns, trees, plantings, gardens, and walks. The landscaping plans shall also include a budget for the approved landscaping, which amount shall not be less than three percent (3%) of the estimated cost of construction of the residential structure.

2. Maintenance: All landscaping shall be regularly maintained and kept in a neat condition at all times. Trees, shrubs and plants which become diseased or die shall be replaced as soon as seasonably possible.

3. Tree Topping and Trimming No tree shall be topped and all pruning, trimming or windowing shall be done by an arborist or landscaper in a manner that maintains a natural looking canopy of trees and in accordance with the standards of the National Arborists Association.

4. Topsoil. No topsoil shall be removed from the Lots, and any topsoil dislocated in the excavation for and construction of improvements on the Lots shall be replaced on the Lot from which it was removed.

D. Plan Review.

No site work, landscaping, building, addition, fence, wall, structure or construction of any kind (hereinafter "Improvements") shall be commenced, erected or maintained, nor shall any addition, material change, or material alteration to Improvements be made, until the complete and final plans and specifications showing the nature, kind, shape, height, materials, color and location of the Improvements have been submitted and approved in accordance with this Declaration.

All Improvements to Lots 2, 6 through 12 and the Wooly Bear Lot (the "Preserve Lots") shall be reviewed and approved by a two person committee initially consisting of Anthony Perry and George Hubbard (hereinafter "Perry/Hubbard"). All Improvements to Lots 3, 4, 5, 13 and 14 (the "Sanctuary Lots") shall be reviewed and approved solely by Anthony Perry. In the event that Anthony Perry is unable to serve for any reason, Teressa Giguere Perry shall serve as his replacement. Upon completion of the construction of dwellings on all of the Lots, all further review and approval of Improvements on the Lots shall be made by a three person committee (hereinafter, the "Design Review Committee"), the members of which shall be elected as follows: the owners of the Preserve Lots shall elect one member, the owners of the Sanctuary Lots shall elect one member and the third member shall be elected by mutual agreement of the other two elected members. The members elected by the owners of the Preserve Lots and the Sanctuary Lots must be Lot owners, however, the third member chosen need not be a Lot owner.

In order to obtain approval of plans for Improvements on the Lots, two full sets of construction plans, including elevations and a list of materials to be used, landscaping and the locations of the Improvements (hereinafter called the "Plans") shall be submitted to Perry, Perry/Hubbard or the Design Review Committee, as the case may be. All Plans will be reviewed in accordance with the terms and conditions and standards established by this Declaration.

In the event the Plans are not approved or rejected within 21 days after the Plans have been submitted, the Plans will be deemed approved. Upon approval, Perry, Perry/Hubbard or the Design Review Committee, shall indicate approval of the Plans by signing the same and by executing a document in recordable form indicating the approval and referencing the Plans and submissions which have been approved (the "Approval Form"). One set of the approved Plans shall be returned to the Owner together with the Approval Form. The Approval Form shall be recorded by the Lot owner in the Town of Charlotte Land Records.

All construction of improvements shall be made in strict compliance with the approved Plans. In the event of a failure of a Lot owner to comply with the approved Plans or with any other term or condition of this Declaration, the Declarant or any Lot owner or association of Lot owners may proceed to obtain an injunction from a court of competent jurisdiction enjoining such breach.

Approval of the Plans is limited to the acknowledgment of compliance with the standards of this Declaration and does not express or imply any representation or warranty that such plan or specification is safe or appropriate for its intended purpose or is in compliance with any permit or other condition of any regulatory body.

If the Plans are rejected, a written notice of rejection will be delivered to the Lot owner with an explanation of the non-complying features of the Plans. Perry, Perry/Hubbard and the Design Review

Committee, as the case may be, shall not be liable for any cost or expense incurred in connection with the preparation of Plans which are rejected. In case of the rejection of Plans, there shall be no right to appeal and the Lot owner's remedy shall be to resubmit revised plans for approval by Perry, Perry/Hubbard or the Design Review Committee, as the case may be.

E. Existing Improvements on Lot 5.

It is to be noted that the residence currently constructed on Lot 5 is non-conforming with the promoted style, which non-conformity is not to be considered a violation of this Declaration. Any future improvements to Lot 5 that are consistent with the existing style of the residence will be considered as conforming to this Declaration.

II. USE AND OCCUPANCY.

A. Occupancy Standards.

No tents, shacks or mobile homes shall be maintained on the Lots.

No Lot shall be used in whole or in part in a manner that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of the Lots or the property.

B. Home Occupations.

The homes shall be used solely for residential purposes, including customary accessory uses and home occupations which are permitted by the Town of Charlotte and which may be operated totally inside the homes and which do not involve the visitation by the public, customers, clients or suppliers, except on an occasional basis.

C. Signs.

No signs, signboards or advertising of any kind shall be placed, erected or maintained on any Lot except one sign identifying the name and address of the Owner for E-911 purposes and one sign of not more than six square feet, advertising the sale or rental of the property. No other sign of any kind or design shall be allowed.

D. Pets.

Any pet causing or creating a nuisance or unreasonable disturbance or noise, or which harasses or otherwise disturbs the farm animals on the adjacent agricultural operations, shall be permanently removed from the Property upon ten days written notice from the Declarant or any association of Lot owners. Any Lot owner who keeps or maintains any pet shall be deemed to have agreed to indemnify to hold each Lot Owner, the Declarant and any association of Lot owners free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. All pets shall be licensed and inoculated as required by law.

E. Office.

Nothing herein shall be construed to prevent the Declarant or his successors from erecting, placing or maintaining sign structures and offices as may be deemed necessary by them for the operation of the Perry Farm subdivision.

F. Trash.

1. All trash shall be placed in sanitary containers and such containers shall not be stored outside unless screened from view from outside the Lot.

2. No trash, refuse, garbage, ashes or other waste shall be dumped on any Lot.

G. Outside Storage and Uses.

1. No unregistered or junk vehicles shall be permitted on any Lot unless completely enclosed within a garage.

2. Any boat, camper or travel trailer shall be either stored in a completely enclosed garage or shall be effectively screened and concealed from sight from outside the Lot.

3. Outside clothesline or other clothes drying or airing facilities shall be effectively screened and concealed from sight from outside the Lot.

4. No electric "bug lights" are permitted to be installed or maintained on any Lot.

H. Further Subdivision.

No Lot shall be subdivided for sale or for any other purpose, except for boundary line adjustments.

III. ACKNOWLEDGMENT OF NEARBY AGRICULTURAL USES.

By acceptance of a deed to a Lot, each owner specifically accepts and acknowledges that agricultural operations may take place on Lots 1, 15, 16, 17, and the open space portions of Lots 5 and 14 and on lands surrounding the Lots. The operations may involve cultivating, spraying, using appropriate agricultural chemicals, disposing of organic wastes, installing water and soil conservation facilities, and other accepted agricultural practices. Each Lot owner acknowledges that these agricultural activities can generate dust, noise vibrations and odor and further acknowledges that the conduct of accepted agricultural practices is compatible with the use and enjoyment of the Lots.

Each Lot owner by acceptance of the deed to the Lot specifically waives any right such Lot owner may have to object directly or indirectly in any manner or proceeding to the agricultural uses on Lots 1, 15, 16, 17, and the open space portions of Lots 5 and 14 or on lands surrounding the Lots provided such use is in compliance with accepted agricultural practices as defined by 10 V.S.A. §1021(f) and §1239 (f) and 6 V.S.A. §4810, as may be amended and any rules and regulations promulgated pursuant to such law.

IV. SPECIFIC COVENANTS REQUIRED BY THE TOWN OF CHARLOTTE.

The following covenants are imposed upon the Lots as a condition of Final Plat and Site Plan approvals by the Town of Charlotte Planning Commission and may not be amended without the review and approval of such Planning Commission. Any violation of the covenants in this Section are specifically enforceable by the Town of Charlotte (with the advice of the Charlotte Planning Commission and Conservation Commission).

A. Maintenance of Approved Landscaping.

The Lots shall be landscaped to include those plantings shown on the plan entitled "Proposed - Existing Planting Plan, Major Subdivision, Property of Anthony Perry" prepared by Stuart J. Morrow dated May, 1998, last revised August 12, 1999 and of record in Map Clip 4, Page 12 of the Town of Charlotte Land Records (the "Landscaping Plan")

An owner of any Lot which has landscaping as shown on the Landscaping Plan shall maintain such landscaping in good condition and any such trees or shrubs which are diseased or die shall be replaced on as soon as seasonably possible but no later than the next growing season.

B. Maximum Roof Peaks on Certain Lots.

On Lots 3 and 4 the roof peak shall not exceed the lesser of (i) 30' feet as measured from the low point of the building envelope on such Lot or (ii) the height, at the time of the building application, of the plantings which are visible from Greenbush Road or Route 7. For example, if the lowest point of the building envelope is at 100' relative elevation, then the maximum house peak might be permitted to have 130' relative elevation, except such maximum house peak might be required to be lower if the top of the trees at the time of the building permit application, are lower than 130' relative elevation. If the ground level of the plantings is 110' relative elevation and at the time of the application the trees are 16' high then the maximum house peak would be at 126' relative elevation.

On Lots 10, 11 and 12 the roof peaks shall not exceed 30 feet, as measured from the lowest point of the building envelope.

C. Cutting Limits on Lots 6, 7 and 8.

Except as provided below and except as necessary for construction of an access driveway, the treeline on the east side of Lots 6, 7 and 8 shall be preserved and a 50 foot deep no cut zone along the westerly side of these Lots shall be established. Notwithstanding the foregoing, vegetation may be cut to create and maintain view corridors from the Lots and for entry driveways. Plans for such cutting shall be approved in advance by the Planning Commission.

D. No Building Outside Building Envelope.

There shall be no structures, except agricultural fencing outside the depicted building envelope on any Lots without review and approval by the Planning Commission. The foregoing limitations shall not apply to agricultural structures on Lots 15, 16, 17 or the open space portions of Lots 5 or 14.

E. Roadway Topping

Crushed stone and gravel on the common drives and individual driveway shall not be white limestone.

F. Utilities

All utilities shall be placed underground, except any necessary above ground equipment. Each lot shall have water from a drilled well.

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IN WITNESS WHEREOF, Anthony Perry has executed this Declaration this 2nd day of July, 2004.

Witness

ANTHONY PERRY, by Eric M. Knudsen, his attorney in fact under power of attorney dated December 1, 2003

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 2nd day of July, 2004, personally appeared Eric M. Knudsen, attorney in fact for Anthony Perry, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Anthony Perry.

Before me:
Notary Public

IN WITNESS WHEREOF, Wooly Bear, Inc. has executed this Declaration this 2nd day of July, 2004.

Witness

Wooly Bear, Inc.

By:
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 2nd day of July, 2004, personally appeared Eric M. Knudsen, duly authorized agent for Wooly Bear, Inc., and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Wooly Bear, Inc..

Before me:
Notary Public

IN WITNESS WHEREOF, R. Prescott Jaunich and Lynne T. Jaunich have executed this Declaration this 2 day of July, 2004.

Witness

R. Prescott Jaunich

Witness

Lynne T. Jaunich

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Charlotte, this 2nd day of July, 2004, personally appeared R. Prescott Jaunich and Lynne T. Jaunich and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me:
Notary Public

Exhibit A

Being Lots numbered 2, 3, 4, 6, 7, 8, 9, 10, 11 12, 13 and 14 as said lots are depicted on a survey entitled "Final Plat, Major Subdivision, Property of Anthony Perry" by Stuart J. Morrow dated May 1998 and last revised May 4, 2001 of record in Map Clip 6 on page 4 of the Town of Charlotte Land Records.

Being a portion of all and the same land and premises conveyed to Anthony Perry by Martha Perry by the following deeds:

1. Quit Claim Deed of Martha Perry dated July 28, 1993 and recorded August 2, 1993 in Volume 76 at Page 187 of the Town of Charlotte Land Records, and being all and the same land and premises conveyed to Anthony Perry and Martha Perry by Warranty Deed of James F. Manor and Marguerite Manor dated December 13, 1985 and recorded December 16, 1985 in Volume 46 at Page 535 of the Town of Charlotte Land Records.

2. Quit Claim Deed of Martha Perry dated July 28, 1993 and recorded in Volume 76 at Page 185 of the Town of Charlotte Land Records, and being all and the same land and premises conveyed to Anthony Perry by Warranty Deed of Lawrence P. Lavalette dated November 26, 1984 and recorded in Volume 44 at Page 101 of the Town of Charlotte Land Records. Further reference is made to a Quit Claim Deed from Anthony Perry to Anthony Perry and Martha Perry dated September 17, 1990 and recorded in Volume 63 at Page 515 of the Town of Charlotte Land Records.

Exhibit B

Being "Lot 5" as depicted on a survey entitled "Final Plat, Major Subdivision, Property of Anthony Perry" by Stuart J. Morrow dated May 1998 and last revised May 4, 2001 of record in Map Clip 6 on page 4 of the Town of Charlotte Land Records.

Being a portion of all and the same land and premises conveyed to R. Prescott Jaunich and Lynne T. Jaunich by Warranty Deed of Anthony Perry dated July 2, 2001 and of record in Volume 117 at Page 219 of the Charlotte Land Records.

Exhibit C

Being all and the same land and premises conveyed to Wooly Bear, Inc. by Warranty Deed of Bernard B. Barney dated January 9, 1990 and recorded in Volume 61 at Page 437 of the Town of Charlotte land records.

(b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

Section 7.06. Amendment. These Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total votes of the Association.

Section 7.07. Audit. The Owners, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of any financial statement within ninety (90) days after the end of each fiscal year.

IN WITNESS WHEREOF, HUBBARD & BOARDMAN, LLC has executed these By-Laws this 24th day of Sept., 2004.

Witness

HUBBARD & BOARDMAN, LLC, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 24 day of Sept., 2004, personally appeared Brian Boardman, duly authorized Member of HUBBARD & BOARDMAN, LLC, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of HUBBARD & BOARDMAN, LLC.

Before me:
Notary Public

Declaration of Covenants Conditions and Restrictions for Crosswinds at Perry Farm

THIS DECLARATION (hereinafter, the "Declaration") is made as of the 24th day of Sept., 2004 by Hubbard & Boardman, LLC., (herein called the "Declarant").

WHEREAS, Declarant is the record owner of certain real property in the Town of Charlotte, being known as the Crosswinds at Perry Farm, consisting of Lots 2, 6, 7, 8, 9, 10, 11, 12, the "Wooly Bear Lot" plus "Conserved Open Land Lot 16" and "Conserved parcel C" (herein "The Property"), and which is more fully described as follows:

Being all and the same lands and premises conveyed to Hubbard & Boardman, LLC, by Warranty Deeds of even or near even date, as follows:

1) Warranty deed of Anthony Perry, conveying the following lands and premises:

PARCEL 1

Being the lands and premises depicted as "Lot 2 (2.07 acres)", "Lot 6 (2.48 acres)", "Lot 7 (2.07 acres)", "Lot 8 (4.02 acres)", "Lot 9 (2.35 acres)", "Lot 10 (3.03 acres)", "Lot 11 (2.11 acres)", "Lot 12 (2.02 acres)" and "Lot 16 (7.65 acres)" on a survey entitled "Final Plat, Major Subdivision, Property of Anthony Perry" dated May 1998, last revised May 4, 2001 by Stuart J. Morrow of record in Map Clip 6 on Page 4 of the Town of Charlotte Land Records.

PARCEL 2

Being a portion of all and the same lands and premises conveyed to Anthony Perry by Warranty Deed of The Shelburne/Cowles Partnership dated July 11, 1997 and recorded in Volume 94 at Page 380 of the Town of Charlotte Land Records and being all of "Parcel 2" described therein.

Being an unimproved 50.93 acre, more or less, parcel of land depicted as "Protected Property Parcel C" on a survey entitled "Schedule A: Lands of The Shelburne Partnership" dated November 21, 1991, last revised July 21, 1992 and recorded July 27, 1992 in Map Volume 11 at Page 2 of the Charlotte Town Land Records. Reference is also made to a survey entitled "Final Plat: Lands of The Shelburne Partnership- Section C" dated March, 1989, last revised July 21, 1992 and recorded July 27, 1992 in Map Volume 11 at Page 6 of the Charlotte Town Records.

Also conveyed for the benefit of Parcel 2 are all those rights-of-way and easements reserved by The Shelburne/Cowles Partnership in its Warranty Deed to Lawrence I. Silverstein and Anastasios Parafestas, Trustees of The Nature's Way Real Estate Trust, dated June 7, 1996 and recorded June 7, 1996 in Volume 89 at Pages 344-350 of the Charlotte Town Land Records and further reserved by Anthony Perry in his Warranty Deed to Jean G. Pecor dated September 20, 2002 and recorded in Volume ____ at Page ____ of the Town of Charlotte Land Records. Said rights-of-way and easements are conveyed subject to the rights of others and subject to and with the benefit of the terms and conditions set forth in said aforementioned Warranty Deed to Lawrence I. Silverstein and Anastasios Parafestas, Trustees of The Nature's Way Real Estate Trust. Parcel 2 is conveyed subject to the rights-of-way and easements conveyed for the benefit of the properties conveyed to Lawrence I. Silverstein and Anastasios Parafestas, Trustees of The Nature's Way Real Estate Trust in said aforementioned Warranty Deed.

2) Warranty Deed of Wooly Bear, Inc., conveying the following property:

Being all and the same lands and premises conveyed to Wooly Bear, Inc. by Warranty Deed of Bernard B. Barney dated January 9, 1990 and recorded in Volume 61, Page 437 of the Charlotte Land Records, and more particularly described therein as follows:

> A parcel of land bounded on the west and south by the lands now or formerly of Elizabeth Manor, on the north by land now or formerly of Maitland Daniels and wife, and on the east by lands now or formerly of Harmasse Leclair. The north and south boundary line of this parcel are 195 feet each while the east and west boundary lines are 750 feet each, more or less. Included herewith is a right of way in common with others running from U.S. Route 7, 50 feet in width, lying southerly and westerly of a parcel conveyed by Leclair to Richard Scribner, and running along the southerly and westerly line of said Scribner; and thence continuing westward along the southerly line of Clement and Ann Baker to the land of Daniels, and thence turning and running along the easterly line of said Daniels and the lot herein above described.
>
> Being all and the same land and premises conveyed to Bernard B. Barney by Warranty Deed of Arlene M. Coe, dated May 22, 1989, of record in Volume 59, Pages 405-406 of the Charlotte Land Records.

WHEREAS, the Declarant intends to establish a planned residential community to be known as "Crosswinds at Perry Farm" on the lands so owned, and

WHEREAS, Crosswinds at Perry Farm is designed as a community affording well planned residential uses while preserving the area's rural, natural and scenic character and providing recreational opportunity and attractive views to its residents and the Declarant and the Association intend by this Declaration to impose upon the Property for the benefit of the Association (as hereinafter defined) and all Owners of Lots (as hereinafter defined) mutually beneficial covenants, conditions and restrictions in order to implement this design and for the purpose of protecting the value, desirability and quality of the Lots at Crosswinds at Perry Farm.

NOW THEREFORE, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which shall run with the Lots and which shall be binding on all parties having any right, title, or interest in the Lots, and their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of the Declarant and its successors, successors-in-title and assigns.

ARTICLE I

Definitions

Section 1.01. Definitions. The following words when used in this Declaration or any amendment hereto (unless the context shall prohibit) shall have the following meanings:

(a) ASSOCIATION shall mean and refer to the The Crosswinds at Perry Farm Homeowner's Association, an unincorporated association of the Owners.

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(b) BYLAWS shall refer to the Bylaws of the Association, attached to this Declaration as Exhibit D and incorporated herein by this reference.

(c) AREAS OF COMMUNITY RESPONSIBILITY shall mean the Community Area, if any, and all Community Elements, together with those areas, if any, which by contract with any school district, local governmental authority or other person or entity become the responsibility of the Association and those areas, if any, within or upon a lot, the maintenance, repair or replacement of which is the responsibility of the Association.

(d) DECLARANT shall mean and refer to HUBBARD & BOARDMAN, LLC, its successors-in-title and assigns who take title to any portion of the Property described herein, for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

(e) ELIGIBLE VOTES shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

(f) LOT or LOTS shall mean Lots 2, 6, 7, 8, 9, 10, 11, 12, the "Wooly Bear Lot", as described above in the recitals.

(g) MAJORITY means those Eligible Votes, Owners, or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(h) MEMBER shall mean and refer to a Person entitled to membership in the Association, as provided herein.

(i) OWNER shall mean and refer to the record owner, whether one or more Persons, of any Lot, but excluding any party holding the fee simple title merely as security for the performance of an obligation. Owner shall include the Declarant to the extent the Declarant is the record owner of a Lot.

(j) COMMUNITY AREA shall mean and include all improvements utilized by or servicing or intended to be utilized by or service more than one Lot, including by not limited to, roadways, driveways, wastewater disposal systems, water systems landscaping and fire ponds.

(k) COMMUNITY EXPENSES shall mean and include the actual and estimated expenses of operating the Association including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, and the Bylaws

(l) SURVEY shall have the meaning set forth in the Recitals to this Declaration.

(m) PERSON means a natural person, a corporation, a partnership, trustee, or other legal entity.

ARTICLE II

Association Membership and Voting

Section 2.01. Membership. Every Owner of a Lot shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. No

Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one Person, votes and rights of use and enjoyment shall be as provided herein.

Section 2.02. Classes of Membership and Voting. The Association shall have a single class of all Members, each of who shall have one (1) vote for each Lot owned. There shall be only one (1) vote per Lot; when more than one Person holds such interest in any Lot, the vote for such Lot shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it. All action requiring approval of the Members shall be by Majority of Eligible Votes unless otherwise provided herein or the Bylaws.

ARTICLE III

Property Rights and Restrictions

Section 3.01. Title to Community Area. The Declarant may retain the legal title to the Community Area and Community Elements until such time as it determines, in its sole discretion, to convey the same to the Association.

Section 3.02. No Partition. Except as is permitted in the Declaration, there shall be no physical partition of the Community Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in the case of damage or destruction, or condemnation, or unless the property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Association, acting through its Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

Section 3.03. Owner's Easement of Enjoyment of Community Area. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to any Community Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the terms of this Declaration, but not limited to the following provisions.

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Community Area and to impose reasonable limits on the number of guests who may use the facilities.

(b) The right of the Association to suspend an Owner's voting rights and right to use any of the facilities for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(c) The right of the Declarant to grant easements in and to the Community Area to any public agency, authority, utility or other Person for such purposes as benefits the property or portions thereof and Owners of Lots contained therein. This section may not be amended without the written consent of the Declarant.

(d) The right of the Association to borrow money for the purpose of improving Areas of the Community Responsibility, or any portion thereof, for acquiring additional Community Areas, of for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Community Area. NO such mortgage shall be effective unless such has been approved by (i) at least two-thirds (2/3) of the votes of the Members of the

Association which are present or represented by Proxy and are entitled to be cast at a meeting duly called for such purpose, and (ii) by the Declarant, as long as it shall own an interest in the Property; provided, further, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or any part of the Property.

(e) The right of the Association to dedicate or transfer all or any portion of the Community Area to any public agency, authority, utility, or other Person for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved (i) at least two-thirds (2/3) of the votes of the Members of the Association which are present or represented by Proxy and are entitled to be cast at a meeting duly called for such purpose, and (ii) by the Declarant, as long as it shall own an interest in the Property;

(f) Declarant may restrict the benefit and use of portions of the Community Area to less than all of the owners.

Section 3.04. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, the right of enjoyment to the Areas of Community Responsibility to the Members of his or her family, tenants, and social invitees. In the event a member leases a lot and improvements thereon, such member shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot and shall not reserve any right to use the Areas of Community Responsibility.

Section 3.05. Declarant's Reserved Easements. In addition to any easements shown on the Lot Plan and not withstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to the Property, including all Lots, for the benefit of Declarant, its successors, and Assigns over, under, in and/or on the Property, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with the Property. The reserved easement shall constitute a burden on the title to the Property including all Lots, and specifically includes, but is not limited to:

(a) The right of access, ingress, and egress for vehicular and pedestrian traffic over any common roadways on the Property and the right to tie into any portion of the Community Area with driveways and walkways; the right to install, replace, relocate, maintain, and repair and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing) any device which provides utility or similar services, which are Community Elements including, without limitation, electrical, telephone, natural gas, storm water, and drainage lines and facilities.

The easements reserved herein shall be located within 20 feet from any boundary line on any Lot. In the event Declarant exercises any reserved easement, which results in disturbance of the soil surface, Declarant shall leave the said surface in a reasonably smooth condition and reseeded. Within these utilities and drainage easements and/or with any of the areas subject to the easements shown on the above referenced Plat of Survey, no structure, planting, or other material shall be placed or permitted to remain within the areas subject to such easements which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. Routine maintenance, such as grass, shrub, or tree cutting, of any easement are on each

Lot shall be by the owner of the Lot; and

(b) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction and sale by Declarant of Lots on the Property.

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any Lot or Community Area, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

Section 3.06. Easement for Encroachment. To the extent that any structure on any Lot or Community Area unintentionally and non-negligently encroaches on any other Lot or Community Area, and easement for the encroachment shall exist.

Section 3.07. Easement for Support. Each Lot and the Community Area shall have an easement for lateral and sub-adjacent support from every other Lot and the Community Area.

Section 3.08. Easements for Utilities. There is hereby reserved to the Association easements upon, across, above, and under all the Property, including each Lot, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited, to electrical, telephone, natural gas, water, sewer, drainage, master television antenna, cable television, security, or other system which the Association might decide to have installed to serve the Property. The utilities and drainage easements reserved herein shall be located within 20 feet from any boundary line on any Lot. In the event Declarant exercises any reserved easement, which results in disturbance of the soil surface, Declarant shall leave the said surface in a reasonably smooth condition and reseeded. Within these utilities and drainage easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Routine maintenance, such as grass, shrub, or tree cutting, of any easement area on each Lot shall be by the owner of the Lot. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, poles, pipes, line, drains, ditches, other equipment or improvement related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

ARTICLE IV

General Rights and Obligations of the Association

Section 4.01. General Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 4.02. Areas of Community Responsibility. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the exclusive management,

control and maintenance of the Areas of Community Responsibility, and all improvements thereon, and shall keep such in good, clean, sanitary order and repair, pursuant to the terms and conditions of this Declaration, the Bylaws and the costs therefore shall be Community Expenses.

Section 4.03. Contracts for Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

ARTICLE V

Maintenance

Section 5.01. Association Services to Lots. The Association shall furnish, at Community Expense, subject to the right to impose reasonable limits and other restrictions, to each Lot the following services:

(a) The maintenance, repair and replacement of all roadways and driveways and associated landscaping and flora within the sixty (60) foot wide right of way as shown on the Survey, including snowplowing.

(b) The maintenance, repair and replacement of all electric, telephone, cable and other telecommunication utilities and where applicable common well and septic facilities, as well as those other utilities to the perimeter of the Lot which the Association might decide to have installed to serve the Property. The wires, conduits, cables, poles, pipes, lines, drains, ditches, other equipment or improvements to the perimeter of the Lot shall be Community Elements.

(c) Any other service which the Association might decide is desirable and appropriate to provide to each Lot.

Section 5.02. Association's Maintenance Responsibility.

(a) The Association shall maintain and keep in good repair the Areas of Community Responsibility which responsibility shall commence immediately upon the sale of the first Lot from the Declarant to a third party. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all roadways and driveways, landscaping and other floral structures, water system or fire ponds and improvements situated upon any Areas of Community Responsibility.

(b) In the event that the Board of Directors of the Association, by a two-thirds (2/3) vote, determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder and such failure or refusal is or may result in a violation of any permit, rules, regulations, law, ordinance or similar regulatory measure; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement,

at the Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. If any Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair, or replacement at Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot and a personal obligation, of the Owner.

Section 5.03. Owner's Responsibility. Except as provided herein, all maintenance of the Lot and all parts of the improvements thereon shall be the responsibility of the Owner, and each Owner shall, at Owners expense, maintain and keep in good repair such property and improvements.

ARTICLE VI

Insurance

Section 6.01. Insurance.

(a) The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain multi-peril property insurance for all insurable improvements of Areas of Community Responsibility. The all risk coverage insurance shall be on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the policy, but not less than 100% of the replacement value and subject to a reasonable deductible.

(b) The Board shall also obtain a public liability policy covering the Areas of Community Responsibility, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a Five Hundred Thousand ($500,000) Dollar single person limit as respects bodily injury and property damage, a One Million ($1,000,000) Dollar limit per occurrence, and a Five Hundred Thousand ($500,000) Dollar property damage limit. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

(c) The Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors, best business judgment, but may not be less than three (3) months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(d) Cost of insurance coverage obtained by the Association shall be a Community Expense.

(e) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of the Owners as their interests may appear.

(f) All policies shall be written with a company licensed to do business in Vermont.

(g) Exclusive authority to adjust losses under policies in force on the Areas of Community Responsibility obtained by the Association shall be vested in the Association's Board of Directors.

(h) In no event shall the insurance coverage obtained and maintained by the Association's

Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or occupants.

Section 6.02. Damage and Destruction.

(a) Immediately after the damage or destruction by casualty to all or any part of the Areas of Community Responsibility covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Areas of Community Responsibility. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the casualty.

(b) Any damage or destruction to the Areas of Community Responsibility shall be immediately repaired or reconstructed, unless at least two-thirds (2/3) of the total eligible voters of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct.

Section 6.03. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is not sufficient to defray the cost thereof, the Board of Directors shall use general funds or seek a special assessment as permitted in Section 7.05.

Section 6.04. Disbursement of Proceeds. The proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repairs or reconstruction, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

ARTICLE VII

Assessments

Section 7.01. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of operating and maintaining the Areas of Community Responsibility.

Section 7.02. Creation of Assessments. There are hereby created assessments for Community Expenses as may be from time to time specifically authorized by the Board of Directors. General Assessments shall be allocated in accordance with section 7.03 and shall be for expenses determined by the Board to be for the benefit of all Lot Owners. Limited Assessments shall be allocated in accordance with section 7.03 among those Lots benefited within the Association for those expenses determined by the Board to be for the exclusive benefit of one or more but fewer than all of the Lots. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general and limited assessments or charges; (b) special assessments, such assessments to be established and collected are hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest at the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made and shall also be a personal obligation of the Owner of the Lot at the time the assessment is made.

Section 7.03. Exclusion of Lot 16 and Conserved Parcel C. Lots 16 and Conserved Parcel C

shall not be subject to any assessments pursuant to this Article or Declaration.

Section 7.04. Computation of Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each fiscal year. The Board shall cause the budget and the assessments to be levied against each Lot for the following fiscal year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

Section 7.05. Special Assessments. Without limiting the generality of the creation of assessments authorized in section 7.02 of this Declaration, the Association may levy Special Assessments. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and the Member's Lot into compliance with the provisions of the Declaration, the Bylaws, the Permits or the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board.

Section 7.06. Lien for Assessments; Personal Obligation. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded. The right and power to bring all actions against such Owner for the collection of such charges as a debt or to foreclose the aforesaid lien shall be in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

All sums assessed against any Lot, together with interest costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Owner of such Lot at the time the assessment arose, and the Owner's successors, heirs and assigns shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Section 7.07. Date of Commencement of Assessments. The annual assessments provided for herein shall commence as to the Declarant upon the filing of this Declaration, and as a subsequent Lot Owner, upon the first day of the month following the purchase of a lot.

ARTICLE VIII

Compliance and Default

Section 8.01. Generally. Each Owner shall be governed by and shall comply with the terms of this Declaration and the Bylaws of the Association, and any and all rules and regulations adopted pursuant thereto, as may be amended from time to time. Failure of an Owner to comply therewith shall entitle the Association or other Owners to the following relief:

(a) Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Owner's act, negligence or carelessness or by that of any Member of the Owner's family or Owner's guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by misuse of the Areas of Community Responsibility.

(b) Fines. In the event that the Board of Directors of the Association, by a two-thirds (2/3) vote, determines that any Owner has intentionally violated the terms of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto, the Board may impose reasonable fines for such violation and such fines may be imposed for each day such infraction continues. Such fines as are imposed shall be an assessment on such Owner and Lot.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Lot owner to comply with the terms of this Declaration, or the Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 8.02. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision of the Declaration or Bylaws or any rule or regulation adopted pursuant thereto shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

General Provisions

Section 9.01. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association or the owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity.

Section 9.02. Amendment. This Declaration may be amended (unilaterally at any time and from time to time) by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendments necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of at least two-thirds (2/3) of the Members. Amendments to this Declaration shall become effective upon recordation in the Town of Charlotte Land Records, unless a later effective date is specified therein.

Section 9.03. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or be exclusive of any other rights to which any officer or director or former officer or director; may be entitled. The Association shall, as a Wastewater Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 9.04. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 9.05. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

ARTICLE X

Mortgagee Rights

Section 10.01. Notices of Action. An institutional holder, insurer, or guarantor of a mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the lot number) will be entitled to timely written notice of:

(a) Any proposed termination of the Association;
(b) Any condemnation loss or any casualty loss which affects a material portion of the Property of which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder.
(c) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such Eligible Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
(d) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

IN WITNESS WHEREOF, HUBBARD & BOARDMAN, LLC has executed this Declaration this 24 day of Sept., 2004.

Witness

HUBBARD & BOARDMAN, LLC, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 24 day of Sept., 2004, personally appeared Brian Boardman, duly authorized Member of HUBBARD & BOARDMAN, LLC, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of HUBBARD & BOARDMAN, LLC.

Before me:
Notary Public

THIRD AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CROSSWINDS AT PERRY FARM

This THIRD Amendment to Declaration Of Covenants Conditions And Restrictions For Crosswinds At Perry Farm (the "Amendment") is made this ___ day of July, 2010, pursuant to Section 9.02 by no less than two-third (2/3) of the Members of the Crosswinds At Perry Farms Homeowner's Association (the "Members").

WITNESSETH:

WHEREAS, Declarant Hubbard and Boardman, LLC, created a planned residential community known as Crosswinds at Perry Farm, by recording a Declaration of Covenants, Conditions & Restrictions for Crosswinds at Perry Farm, dated September 24, 2004, in Volume 154 at Page 228-239 of the Town of Charlotte Land Records (the "Declaration"), encumbering real property described therein (the "Property"); and

WHEREAS, The Declaration has twice previously been amended; and

WHEREAS, Section 9.02 provides for amendments upon the affirmative vote or written consent of two-thirds (2/3) of the Members;

NOW THEREFORE, the Declaration is hereby amended as follows:

The following provision is hereby added:

Section 3.08: View Easement: No new trees whose mature height shall exceed ten (10) feet shall be planted on any of the Lots. However, new plantings with mature heights over ten (10) feet shall be allowed upon written approval of the members of the Association's Board of Directors, and the parties of whose views would be directly affected.

IN WITNESS WHEREOF, the undersigned Members have executed this Third Amendment to this 31 day of Dec, 2010.

HUBBARD & BOARDMAN, LLC, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 31 day of Dec., 2010, personally appeared Gary Hubbard duly authorized Member of HUBBARD & BOARDMAN, LLC, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of HUBBARD & BOARDMAN, LLC.

Before me:
Notary Public

IN WITNESS WHEREOF, the Undersigned Members have executed this Third Amendment to this 31 day of Dec, 2010.

Lawrence E. Sudbay

Mary Jeanne Sudbay

At Waitsfield, VT., this 31 day of Dec., 2010, personally appeared Lawrence E. Sudbay and Mary Jeanne Sudbay, who acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before Me: _____
Notary Public

IN WITNESS WHEREOF, the Undersigned Members have executed this Third Amendment to this 31 day of Dec, 2010.

Mark Capeless

Eleanor Capeless

At Waitsfield, VT., this 31 day of Dec., 2010, personally appeared Mark Capeless and Eleanor Capeless, who acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me: _____
Notary Public

IN WITNESS WHEREOF, the Undersigned Members have executed this Third Amendment to this 31 day of Dec, 2010.

Laurent Potdevin

Catherine Potdevin

At Waitsfield, VT., this 31 day of Dec., 2010, personally appeared Laurent Potdevin and Catherine Potdevin, who acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me: _____
Notary Public

IN WITNESS WHEREOF, the Undersigned Members have executed this Third Amendment to this 31 day of Dec, 2010.

Rex L. Forehand, Trustee

Lell H. Forehand, Trustee

At Charlotte, VT, this 31 day of Dec, 2010, personally appeared Rex L. Forehand and Lell H. Forehand, Trustees of the Lell H. Forehand Revocable Trust, who acknowledged this instrument by them sealed and subscribed, to be their free act and deed, as Trustees.

Before me: _____
Notary Public

IN WITNESS WHEREOF, the Undersigned Members have executed this Third Amendment to this 31st day of Dec, 2010.

[redacted]

At Charlotte VT, this 31 day of Dec, 2010, personally appeared [redacted] and [redacted], who acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me: _____
Notary Public

IN WITNESS WHEREOF, the Undersigned Member has executed this Third Amendment to Declaration this 15 day of Nov, 2010.

David McFadden

Nancy McFadden

At Charlotte, Vt., this 31 day of Dec., 2010, personally appeared David McFadden ~~and Nancy McFadden~~ who acknowledged this instrument by him sealed and subscribed, to be his free act and deed.

Before me: _____
Notary Public

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 28 day of January A.D. 20 11
at 10 o'clock 06 minutes a m and
recorded in vol. 191 on page 316 - 315
Attest _____ Asst. Town Clerk

dotloop signature verification: dtlp.us/hCJq-mGFW-P2C5

Vermont Mandatory Flood Disclosure

Date Prepared: 04/09/2025

Seller's Name(s): [redacted]

Property Address: 400 Crosswinds Road, Charlotte, VT 05445
Street City/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at https://msc.fema.gov/portal/home.

Descriptions of FEMA's flood hazard areas can be found at https://www.fema.gov/glossary/flood-zones.

FEMA flood map number 50007C0376D Map effective Date 7/18/2011

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	☐ Yes	☑ No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	☐ Yes	☑ No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	☐ Yes	☑ No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	☐ Yes	☑ No

Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.

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

Seller: [redacted] dotloop verified 06/17/25 11:52 AM EDT GARW-NYKZ-KREV-LSVQ Seller: _____
(Signature) (Date) (Signature) (Date)

Seller: [redacted] dotloop verified 06/17/25 12:29 PM EDT GS5Y-YAMM-AYIC-IDE2 Seller: _____
(Signature) (Date) (Signature) (Date)

Purchaser acknowledges receipt of this Disclosure

Purchaser: [redacted] dotloop verified 06/17/25 11:56 AM EDT HEKJ-DZIO-MVQO-SV5M Purchaser: _____
(Signature) (Date) (Signature) (Date)

Purchaser: [redacted] dotloop verified 06/17/25 11:56 AM EDT BYST-OH44-CG9J-3XQE Purchaser: _____
(Signature) (Date) (Signature) (Date)

dotloop signature verification: dtlp.us/p1fd-g1mO-pwre

SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: 06/17/2025

Seller's Name(s): [redacted]

Physical Property Address: 400 Crosswinds (Street) Charlotte (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 [redacted] 06/17/25 1:12 PM EDT dotloop verified [redacted] 06/17/25 2:59 PM EDT dotloop verified

Purchaser's Initials

dotloop signature verification: dtlp.us/p1fd-g1mO-pwre

(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: Propanr	☑ 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? Wooden poles painted blue on top	☑ 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: 1352 Gallons (or other measure) Date Range 6/24-7/25 Provider: Amerigas 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.) Central and heat pump
(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: 3 years ☐ 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: $ $3600 Date Range: 01/24-01/25 Electric utility provider: Green Mountain 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:

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TELEPHONE/INTERNET/TELEVISION

(h)	Is landline telephone service present at the Property? ☑ YES ☐ NO If "Yes," current provider: Waitsfield Telecom
(i)	Is cellular telephone service available at the Property? ☑ YES ☐ NO If "Yes," list available providers: Verizon, AT&T, Xfinity
(j)	Is internet service available at the Property? ☑ YES ☐ NO If "Yes", current provider: Xfinity 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: Xfinity 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 2 ☐ Security Alarm System ☐ Owned ☑ Leased
☑ Humidifier ☑ Dehumidifier ☑ Lawn Sprinklers ☐ Automatic Timer ☑ Smoke Detectors - How Many? 10
☑ 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:

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. 20 years 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:

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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: Minor pipe leakage that has been replaced

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? 20 years
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: 20 years
If Drilled Well: Drilled by: Chevalier 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? 2025 By whom? Endyne Inc Results: Normal
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:

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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: 2005 Is the system entirely on your Property? ☐ YES ☑ NO ☐ DON'T KNOW
If "No," where is it? In field over hill

Has the system been repaired since you have owned the Property? ☑ YES ☐ NO If "Yes," when? _____
What was done? Shared- New Pump By whom? P&P

Type of septic tank: ☑ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) _____ ☐ Don't Know
Septic tank capacity (in gallons) 1000 ☐ Don't Know
Date Septic Tank Last Inspected? 2024 ☐ Don't Know Reports of last inspection/pumping attached ☐ YES ☑ NO
Date Septic Tank Last Pumped? 2023 ☐ Don't Know By whom? P&P
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 2024 Cost: $ $300 By whom: Advanced On-site Services

To your knowledge, is any portion of the system in need of repair or replacement? ☑ YES ☐ NO If "Yes," describe in detail:
2 floats at $215 is scheduled

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

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(j)	Has the Property been tested for Radon Gas? If "Yes," when? _____ By whom? _____ Results: _____	☐ 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? No	☑ 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? Dogs and Cats	☑ YES	☐ NO	☐ DON'T KNOW
(e)	Are there any rental restrictions? 30 day minimum	☑ YES	☐ NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: $5000 ☐ 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 Carolyn Kovac (jpk116@ gmavt.net)			
Further explaination of any of the above:				

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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.

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(Signature) (Date)

Purchaser: _____
(Signature) (Date)

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(Signature) (Date)

Purchaser: _____
(Signature) (Date)

Seller: _____
(Signature) (Date)

Purchaser: _____
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Seller: _____
(Signature) (Date)

Purchaser: _____
(Signature) (Date)