Above the Clouds

Stowe, Vermont



For more information, please contact:

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1940A Mountain Road, Stowe, VT 05672

LandVest

CHRISTIE'S
INTERNATIONAL REAL ESTATE

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

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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.

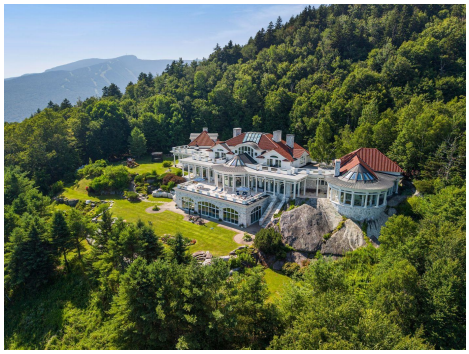
This Property Profile is intended to facilitate a prospective buyer's ability to become generally familiar with the Offered Property. However, neither the Seller nor Seller's representatives (including LandVest, Inc.) makes any express or implied representation or warranty as to the accuracy or completeness 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.

Residential **Single Family** **189 Upper Springs Road** **Listed: 7/16/2026** **$11,500,000**
5100278 **Stowe** **VT 05672** **Closed:**
Active **Unit/Lot #** **DOM: 43**



Virtual Tour URL

County VT-Lamoille
VillDstLoc
Year Built 2001
Architectural Style Other
Color
Total Stories 2
Taxes TBD No
Tax Annual Amount $122,422.28
Tax Year 2026
Tax Year Notes 2026-2027

Activation Date

Rooms Total	14
Bedrooms Total	4
Bathrooms Total	9
Bathrooms Full	5
Bathrooms Three Quarter	1
Bathrooms Half	3
Bathrooms One Quarter	0
Above Grade Finished Area	11,971
Below Grade Finished Area	4,469
Total Finished Area	16,440
List $/SqFt Fin Total	$699.51
Total Area	17,754
Lot Size Acres	15.15
Lot Size Square Feet	659,934
Footprint	

Directions Take VT-108/Mountain Rd. north 3.3 miles and turn right on Edson Hil Rd for In 1.3 miles, continue on Weeks Hill Rd .6 miles. Turn left onto Wade Pasture Rd, follow 1.6 miles, and turn right onto Robinson Springs Rd. Upper Springs Rd. is .3 miles ahead on right. Property is .3 miles ahead on left.

Public Remarks A design and materials masterpiece, Above the Clouds is one of the most spectacular estates in Vermont. Embedded into rock outcroppings on 15 pristine acres, the setting and views are simply breathtaking. Vermont Danby marble was brilliantly selected as the primary exterior material, and numerous local hardwoods, Italian marble, and sandstone are featured throughout the interior. A spectacular array of floor-to-ceiling windows brings the outside in, creating a beautiful, light-filled home with expansive views from every room. Crafted for grand entertaining, upon entry, a dramatic foyer leads to the dining and great room, which immediately directs your attention to a spectacular veranda and panorama to the mountains and valley below. The primary suite, a private oasis, includes a sunken seating area and splendid bath. Two spacious guest suites grace the upper level with individual terraces, fireplaces, and spa-like baths. A third, private suite, will comfortably host longer-term guests or serve as staff quarters. The lower level is an exquisite recreation venue. A full cocktail bar can host your guests before adjourning to either the 18-seat home theater or game room with marble fireplace; all overlook an opulent, indoor pool and spa. Outdoors is a perfect landscape with stone terraces providing unlimited vantage points and stunning views. Even the drive, forged in stone, provides a spellbinding entry to the property, evoking total privacy, revealing this grand estate.

STRUCTURE

Property Condition Existing
Construction Materials Wood Frame, Other Exterior
Roof Tile
Foundation Details Concrete

Estimated Completion Date

List $/SqFt Fin ABV Grade	$960.65
Above Grade Finished Area Source	Estimated
Above Grade Unfinished Area	0
Above Grade Unfinished Area Source	Estimated
Below Grade Finished Area Source	Estimated
Below Grade Unfinished Area	1,314
Below Grade Unfinished Area Source	Estimated
Total Below Grade Area	
Total Below Grade Area Source	

Basement Yes
Basement Access Type Interior
Basement Description Daylight, Finished, Interior Stairs, Storage Space, Walkout, Interior Access
Garage Yes
Garage Capacity 3
Parking Features Auto Open, Finished, Heated Garage, Parking Spaces 3, Attached

ROOMS	DIMENSIONS / LVL	ROOMS	DIMENSIONS / LVL	ROOMS	DIMENSIONS / LVL

LOT & LOCATION

Development / Subdivision

Owned Land
Common Land Acres
ROW Length
ROW Width
ROW Parcel Access
ROW to other Parcel

Road Frontage Yes
Road Frontage Length 374
Road Frontage Type Dirt

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

Lot Features Landscaped, Mountain View, Sloping, View, Walking Trails, Wooded, Abuts Conservation, Mountain

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

UTILITIES

Heating Propane, Electric, Hot Air, Radiant
Cooling Central AC
Water Source Drilled Well
Sewer Private, Septic
Electric Circuit Breaker(s)
Utilities Phone

Internet Fiber Optic Internt Avail
Fuel Company
Electric Company
Water Company
Cable Company
Phone Company
Internet Service Provider

FEATURES

Interior Features Central Vacuum, Cathedral Ceiling, Elevator, Gas Fireplace, Wood Fireplace, Hot Tub, In-Law/ADU, Primary BR w/ BA, Skylight, Walk-in Pantry, 1st Floor Laundry
Flooring Carpet, Hardwood, Marble, Tile
Exterior Features Balcony, In-Ground Pool
Driveway Paved
Parking Features Auto Open, Finished, Heated Garage, Parking Spaces 3, Attached

Appliances Electric Cooktop, Dishwasher, Disposal, Freezer, Double Oven, Wall Oven, Refrigerator, Trash Compactor
Other Equipment CO Detector, Security System, Hardwired Smoke Detector

CONDO -- MOBILE -- AUCTION INFO

Condo Name
Condo Limited Common Area
Condo Fees

Bldng#
UntPerBldg

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

Mobile Park Name
Mobile Make
Mobile Model Name
MobileSer#

Mobile Park Approval
Mobile Must Move

Mobile Anchor
Mobile Co-Op

DISCLOSURES

Fee
Fee 2
Fee 3

Planned Unit Development
Rented
Rental Amount
Exclusions

Flood Zone Unknown
Seasonal No
Easements
Covenants Yes
Resort
Right of First Refusal

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

Surveyed Yes
Surveyed By

PUBLIC RECORDS

DeedRecTy Warranty
Total Deeds
Deed Book 1086
Deed Page 177-179
Deed 2 Book
Deed 2 Page
PlanSurv#
Property ID
Zoning RR-5

Map
Block
Lot
SPAN# 621-195-11671
Tax Class Non-Homestead
Tax Rate
PropTaxRel
Land Gains
AssmntYr
AssmntAmt
SpecAssmt

POWER PRODUCTION

PrdType
PrdOwner
MountType
Mount Loc
PrdSize
InstallYr
PrdAnnual
AnnStatus
PrdVerSrc

PrdType2
PrdOwner2
MountType2
Mount Loc2
PrdSize2
InstallYr2
PrdAnnual2
AnnStatus2
PrdVerSrc2

GREEN PERFORMANCE INDICATORS

VerBody
BldgPrgm
Green Verification Year
VerRating
Green Verification Metric
Green Verification Status
Green Verification Source
Green Verification NewCon
Green Verification URL

VerBody2
BldgPrgm2
Green Verificatn Year 2
VerRating2
Green Verificatn Metric 2
Green Verificatn Status 2
Green Verification Source 2
Green Verificatn NewCon 2
Green Verificatn URL 2

VerBody3
BldgPrgm3
Green Verificatn Year 3
VerRating3
Green Verificatn Metric 3
Green Verificatn Status 3
Green Verification Source 3
Green Verificatn NewCon 3
Green Verificatn URL 3

REMARKS -- OWNER/OCCUPANT -- SHOWING INSTRUCTIONS

Private Remarks Square footage is approximate. No drivebys please.

Private Office Remarks

Showing Instructions Assisted Showings Reqrd, Call List Agent, Email Listing Agent, Text List Agent
Showing Service None

Input of Owner Name I have written permission to withhold name
Owner Name
Owner Phone
Occupant Type
Occupant Name
Occupant Phone
Management Company
Management Company Phone

LISTING & CLOSING INFORMATION

Listing Office - Office Name	LandVest, Inc.
Listing Office - Phone Number	Off: 802-528-7606
Listing Office - Phone Number 2	
List Agent - Agent Name and Phone	Meg Kauffman - Cell: 802-318-6034
List Agent - Phone Number	Cell: 802-318-6034
List Agent - E-mail	mkauffman@landvest.com
List Team - Team Name	
List Team - Phone Number 1	
List Team - Team Email 1	
Co List Agent - Agent Name and Phone	
Co List Agent - Phone Number	
Co List Agent - E-mail	
Alternate Contact - Agent Name	
Alternate Contact - Phone Number	
Alternate Contact - E-mail	
Buyer Office - Office Name	
Buyer Office - Phone Number	
Buyer Office - E-mail	
Buyer Agent - Agent Name	
Buyer Agent - Phone Number	
Buyer Agent - E-mail	
Buyer Team - Team Name	
Buyer Team - Phone Number 1	
Co Buyer Office - Office Name and Phone	
Co Buyer Agent - Agent Name and Phone	

MLS List Date	7/16/2026
Expiration Date	10/15/2026
Active Under Contract Date	
Pending Date	
Withdrawn Date	
Terminated Date	
Close Date	
Anticipated Closing Date	
Marketed in other Property Type	No
Other MLS#	
Comp Only	No
Comp Type	
Listing Type	Exclusive Right
Listing Service	Full Service
Designated/Apptd. Agency	No
Original List Price	$11,500,000

Concessions
Concessions Amount
Concessions Comments
Appraisal Complete
Appraisal Type
Appraiser
Appraiser Phone
Appraiser Email
Buyer Name
Residence
Title Company

Buyer Financing
Right of First Refusal

Contingencies

Subject to errors, omissions, prior sale, change or withdrawal without notice. Users are advised to independently verify all information. The agency referenced may or may not be the listing agency for this property. PrimeMLS is not the source of information presented in this listing. Copyright 2026 PrimeMLS.

002042

Barcode ID: 184334 Type: LAN
File# 2020-00002042
BK1086 PG177-179

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that REAL ESTATE STRATEGIES, LLC, a Delaware limited liability company with an office in New York City, New York, GRANTOR, in the consideration of Ten and More ($10.00) Dollars paid to its full satisfaction by, RHINO MOUNTAIN PROPERTY HOLDINGS, LLC, a Delaware limited liability company, with a place of business in Boynton Beach, Florida, GRANTEE, by these presents do freely give, grant, sell, convey and confirm unto the said GRANTEE, [redacted] its successors and assigns forever, a certain piece of land in the Town of Stowe, in the County of Lamoille, and State of Vermont, described as follows, viz:

A parcel of land with all buildings and improvements thereon, being all and the same lands and premises conveyed to the herein grantor, Real Estate Strategies, LLC by warranty deed of Johanna M. Cicotte dated August 8, 2017 and recorded in Volume 986, Page 98 of the Town of Stowe Land Records, and more particularly described therein as follows:

"A parcel of land with all buildings and improvements thereon, being all and the same lands and premises conveyed to Johanna M. Cicotte by Trustee's Deed of Arnold G. Langbo, Trustee of the Pour-Over Trust of Arnold G. Langbo dated August 15, 1985 and Martha M. Langbo, Trustee of the Pour-Over Trust of Martha M. Langbo dated August 15, 1985, said Deed being dated July 22, 2016, and recorded in Book 948, Page 134 of the Town of Stowe Land Records, and being more particularly described therein as follows:

Being all and the same land, premises, and appurtenances designated as Parcel 3 in Exhibit A appended to the Warranty Deed from Arnold G. Langbo and Martha M. Langbo to Arnold G. Langbo, Trustee of the Pour-Over Trust of Arnold G. Langbo dated August 15, 1985, as amended, and Martha M. Langbo, Trustee of the Pour-Over Trust of Martha M. Langbo dated August 15, 1985, as amended, said Warranty Deed being dated November 11, 1997 and recorded in Book 345 at Pages 311-316 of the Stowe Land Records (all recording references hereinafter are to the Stowe Land Records), and being further described as all and the same land, premises, and appurtenances conveyed to Arnold G. Langbo and Martha M. Langbo by Warranty Deed from Robinson Springs Corporation dated October 21, 1991 and recorded in Book 227 at Pages 154-155, being more particularly described therein as Parcel No. 58, containing 15.15 acres, more or less, of land, together with the residential dwelling and other structures and improvements thereon and appurtenances thereto, said parcel of land being as depicted upon a Plan entitled 'Phase III, Parcels 57, 57A, and 58, Robinson Springs Properties, Stowe, Vermont' dated July, 1989, prepared by Robert W. Frey, Registered Land Surveyor, and filed in Map Book 8 at Page 38 (Slide 631B).

The Property is subject to and has the benefit of all covenants, conditions, easements, permits, and other such matters of record in the Stowe Land Records, including without

limitation the provisions contained in the following documents and permits:

1. Robinson Springs Property Owners Association, Inc. Amended and Restated Declaration of Protective Covenants and Conditions and the references contained therein, dated September 4, 2015 and recorded in Book 921 at Pages 19-31.

2. Restricted Building Zone Covenant entered into between Robinson Springs Corporation and 144039 Canada, Inc. dated March 3, 1989 and recorded in Book 181 at Pages 307.

3. Subsurface Wastewater Disposal System Easement Deed from Arnold G. Langbo and Martha M. Langbo to Robinson Springs Corporation dated November 2, 1992 and recorded in Book 254 at Pages 305-309.

4. Vermont Land Use Permit Amendment No. 5L0289-4 dated December 14, 1982 and recorded in Book 106 at Pages 427-429.

5. Vermont Land Use Permit Amendment No. 5L0289-5-A dated June 9, 1983 and recorded in Book 110 at Pages 169-170.

6. Vermont Land Use Permit Amendment No. 5L0289-5J dated January 5, 1993 and recorded in Book 252 at Page 235 (development of sewage disposal area on Parcel 58 for use by Parcel 57 and relocation of sewage disposal area for Parcel 58).

7. Vermont Land Use Permit Administrative Amendment No. 5L0289-5D-1 dated March 13, 2009 and recorded in Book 741 at Page 2 (incorporation of Vermont Agency of Natural Resources Wastewater System and Potable Water Supply Permit No. WW-5-5062 dated February 23, 2009).

8. Vermont Agency of Natural Resources Wastewater System and Potable Water Supply Permit No. WW-5-5062 dated February 23, 2009 and recorded in Book 739 at Page 220 (increase in number of bedrooms to a total of 6 bedrooms and addition of 1-bedroom apartment).

9. Town of Stowe Zoning Permit No. Z-97-11 dated March 27, 1997 - unrecorded (construction of a three-bedroom single family dwelling).

10. Town of Stowe Zoning Permit No. Z-97-11 Renewal dated March 27, 1998 - unrecorded (renewal of Permit No. Z-97-11).

11. Town of Stowe Zoning Permit No. Z-3965 dated February 23, 2009 and recorded in Book 739 at Page 77 (establishment of 1-bedroom accessory apartment).

12. Town of Stowe Health Permit No. H-99-62 dated November 30, 1999 - unrecorded (installation of wastewater disposal system with a four-bedroom capacity).

This conveyance is made subject to and with the benefit of rights, restrictions, covenants, terms rights of way and easements referenced in the above mentioned deeds and their land records, or otherwise of record in the Town of Stowe Land Records, which are valid or enforceable at law on the date of this deed- not meaning by such language to renew, reinstate or extend the validity of any encumbrance which is otherwise bared by the provisions of Vermont Law."

Reference is hereby made to the aforementioned deeds, the records thereof and references

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therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEE, [redacted] its successors and assigns, to its own use and behoof forever; and the said GRANTOR, REAL ESTATE STRATEGIES, LLC, does for itself and its successors and assigns, covenant with the said GRANTEE, [redacted] its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and it has good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; except as aforesaid, provided that such exceptions shall not reinstate any such rights or encumbrances previously extinguished by Title 27 V.S.A. Chapter 5, Subchapter 7, and it hereby engages to Warrant and Defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, REAL ESTATE STRATEGIES, LLC has executed this Warranty Deed this 14th day of August, 2020.

REAL ESTATE STRATEGIES, LLC

Witness

By: _____
Jon R. Eggleston, Its Duly Authorized Agent

Received for Record at Stowe, VT
On 08/14/2020 at 02:46:00 PM
Attest: Lisa Walker, Town Clerk

STATE OF VERMONT
COUNTY OF LAMOILLE

At Stowe, this 14th day of August, 2020, Jon R. Eggleston, Duly Authorized Agent for Real Estate Strategies, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Real Estate Strategies, LLC.

Before me, Elaine K. Nichols
Notary Public
My Commission Expires: January 31, 2021
My Commission Number: 0007721

4417568.1

Elaine K. Nichols
Notary Public- State of Vermont
Commission Expires 1/31/2021
Credential # 0007721

Transfer Received 08-14-2020
Lisa A. Walker, Town Clerk, Stowe, VT

ROBINSON SPRINGS PROPERTY OWNERS ASSOCIATION INC. AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS

Robinson Springs Property Owners Association, Inc. a Vermont non-profit corporation, (referred to herein as "Robinson Springs") is the successor to Robinson Springs Corporation, a former Vermont corporation which was the owner and developer of tracts of real estate consisting of land and lots situated in the Town of Stowe, County of Lamoille and State of Vermont. Robinson Springs Corporation assigned all of its rights to enforce the Protective Covenants to Robinson Springs by Assignment dated November 3, 2000 and recorded in Book 414, Page 040 of the Stowe Land Records. In addition, Robinson Springs Corporation quitclaimed its interest in Parcel #1, the so-called "Recreational Complex" to Robinson Springs by Quitclaim Deed dated May 23, 1996 and recorded in Book 316 Pages 057-058; and quitclaimed its interest in the Robinson Springs Properties "Road System" by deeds dated May 28, 1997 and recorded in Book 334, Pages 333-335; May 15, 1998 and recorded in Book 352, Page 181; and September 30, 2002 and recorded in Book 492, Pages 118-121 (all references are to Stowe Land Records). Robinson Springs Corporation was dissolved on December 1, 2006 with the Vermont Secretary of States Office, has sold all of its interests in the Robinson Springs Properties project, and on information and belief is now defunct.

Lots and roadway were added to the Robinson Springs Properties project through a series of ten (10) Declarations. Each and every one of these Declarations made all of the Lots subject to the Protective Covenants and Conditions. Two of the paragraphs of the Protective Covenants and Conditions were amended by written consent of over 66% of the record owners, i.e Paragraph 5 Completion of construction amended in Book 582 Page 050, dated September 21, 2004; and Paragraph 14, Easements Over Lots amended in Book 619, Page 224 dated August 19, 2005.

The purpose of this Amended and Restated Declaration of Protective Covenants and Conditions is to incorporate all of the provisions contained in the various Declarations of Protective Covenants and Conditions, together with all amendments, into an integrated document, which can be read by all owners of lots and members of the general public without reference to multiple documents.

The Declarations which are incorporated into this Amended and Restated Declaration of Protective Covenants and Conditions are listed below:

1. Robinson Springs Properties Declaration of Protective Covenants and Conditions, dated September 17, 1981 and recorded in Book 104, Pages 18-26 of the Stowe Land Records.

2. Robinson Springs Properties Supplementary Declaration of Protective Covenants and Conditions, dated April 20, 1983 and recorded in Book 110, Pages 110-112 of the Stowe Land Records.

3. Robinson Springs Properties Second Supplementary Declaration of Protective Covenants and Conditions, dated February 21, 1986, and recorded in Book 120, Pages 392-393 of the Stowe Land Records.

4. Robinson Springs Properties Third Supplementary Declaration of Protective Covenants and Conditions, dated June 20, 1990 and recorded in Book 207, Pages 133-143 of the Stowe Land Records.

5. Robinson Springs Properties Fourth Supplementary Declaration of Protective Covenants and Conditions (McMahon Parcel) dated September 8, 1993 and recorded in Book 266, Pages 038-042 of the Stowe Land Records.

6. Robinson Springs Properties Fifth Supplementary Declaration of Protective Covenants and Conditions (Shaw Parcel) dated May 20, 1997 and recorded in Book 362, Pages 304-309.

7. Robinson Springs Properties Sixth Supplementary Declaration of Protectivre Covenants and Conditions (Adams Parcel) dated April 3, 2001 and recorded in Book 436, Pages 153-157 of the Stowe Land Records.

8. Robinson Springs Properties Seventh Supplementary Declaration of Protective Covenants and Conditions (D.T. Development, Inc.) dated August 9, 2001 and recorded in Book 447, Pages 245-249 of the Stowe Land Records.

9. Robinson Springs Properties Eighth Supplementary Declaration of Protective Covenants and Conditions (Janeric Products of Vermont, Inc.) dated December 18, 2001 and recorded in Book 450, Pages 100-104 of the Stowe Land Records.

10. Robinson Springs Properties Corrective Eighth Supplementary Declaration of Protective Covenants and Conditions (Janeric Products of Vermont Inc.), Edson Hill Manor Subdivision Phase 2) dated December 16, 2011 and recorded in Book 818, Pages 179-180 of the Stowe Land Records.

Each and every one of these covenants, restrictions, obligations, and conditions is imposed on each lot within the Property and shall run with the land and be binding upon and inure to the benefit of Robinson Springs and the owners of said lots, and its and their respective heirs, successors, and assigns. The purpose of these provisions is to establish a general plan for the improvement and development of lots within the Property as a residential area, and all of the land and lots comprising the Property shall be improved, held, used, sold, conveyed, and reconveyed in accordance herewith. [

All lots within the Property are hereby declared to be subject to the following covenants, restrictions, obligations, and conditions:

1. Subdivision Prohibited. No lot within the Property may be subdivided for sale or for any other purpose.

2. Residential Use. The lots shall be used for residential purposes only and not for any mercantile, commercial, or industrial purposes, provided, however, that this restriction does not exclude the establishment of a professional office in the residence of an accountant, architect, attorney, or doctor, and provided further that this restriction shall not prevent the rental by an owner of his lot and residence thereon for residential or seasonal vacation use. No signs of any kind shall be displayed to the public view on any lot except signs including the name of the owner, the name, if any, of the house, and the address. For Sale and For Rent signs are absolutely prohibited.

3. Structures Permitted. The only structures permitted upon each lot shall be one single-family residential dwelling having two or more bedrooms and containing at least Three Thousand Five Hundred (3,500) square feet exclusive of garage, basement, and unheated spaces; one garage of not more than a three-car capacity; one barn or other compatible outbuilding; one small storage shed for gardening equipment; one tennis court or paddle tennis court and fencing; and one swimming pool and fencing. No building site for any residential dwelling shall be located on a slope having a vertical gradient steeper than fifteen percent (15%). No house trailers or mobile homes shall be placed, kept, or maintained on any lot. The placement of any structure on a lot shall be subject to careful review by a Design Review Committee in order to ensure compatibility with all existing or proposed house locations on adjacent lots and with the rural natural of the community.

4. Approval of Plans. The Robinson Springs Board of Directors, in order to fulfill its obligations to oversee the design review process, shall establish an Architectural Review Committee (the "Committee.") The Committee shall be charged with drafting and maintaining policies and procedures for the purpose of guiding its design review decisions. These policies and procedures shall be made available to any prospective lot owner or current lot owner upon his or her written request. Failure to adhere to the covenants, restrictions, obligations, and conditions herein or a failure to meet the written policies and procedures of the Committee shall be grounds for the Committee's reasonable rejection of a lot owner's application.

All plans and specifications for the constructions, remodeling, alteration, or reconstruction of or addition to any building or other structure to be placed upon any lot, and landscaping to be planted thereon, shall require the approval in writing by the Committee prior to commencement of

construction or planting. Two sets of plans and specifications showing in detail the buildings, structures, and landscaping proposed by the owner of a lot shall be submitted to the Committee for review which said review shall encompass all aspects of such buildings, structures, and landscaping, including but not limited to location, exterior form and appearance, materials, color, architectural style, exterior lighting affixed to or separate from any structure, and finish grade elevation of any structure. If approval of an owner's plans and specifications is granted, such approval shall be evidenced by written endorsement on such plans and specifications or separate written certification by the Committee executed prior to commencement of construction or planting, and no changes or deviations in such plans and specifications as approved shall be allowed without the written consent of the Committee. The Committee shall act to approve or disapprove an owner's plans and specifications within thirty (30) days of receipt by the Committee of such plans and specifications provided that they are submitted in both printed and electronic format. If the plans and submission are submitted solely in printed format, the Committee shall have forty-five (45) days to respond. Failure to so act to approve or disapprove, as the case may be, within said periods shall be deemed to be approval by the Committee.

Tree or dirt removal, excavation or construction shall not be commenced until approval therefore has been received from the Committee in writing. Expenditures undertaken by the lot owner prior to receiving said written approval shall not be a factor to be considered by the Review Committee; thus any such expenditures are made solely at the risk of the lot owner.

Any deviation in construction on any lot from approved plans, which in the judgment of the Review Committee is material and/or detrimental to the appearance of the structure or the lot, shall be corrected to conform to the approved plans at the expense of the lot owner.

Neither Robinson Springs Property Owners Association nor any member of the Board of Directors or the Design Review Committee shall be liable for damages to anyone who has submitted plans for approval, nor to any lot owner by reason of mistaken judgment, negligence, or nonfeasance of themselves, their agents, or employees arising out of or in connection with the approval or rejection of any design plans.

5. Completion of Construction. The construction of the foundation and all surfaces, including roof, siding, windows, doors and all other finish details shall be completed in accordance with the approved plans no later than a date specified for completion by the Board of directors at the time of pre-construction approval. As the non-completion of the construction results in additional traffic on the Robinson Springs roadways, if a lot owner fails to

comply with this requirement, he shall be subject to an additional special assessment of not less than $500 per month. For purposes of this section, a partial month shall count as a full month.

6. Fencing. Fencing on the perimeter of or within lots shall not be allowed, other than so-called post and rail fencing not to exceed four feet in height, provide, however, that Robinson Springs may approve other types of fencing on a case-by-case basis, including but not limited to, appropriate swimming pool, tennis court, and paddle court fencing in keeping with the character of the neighborhood.

7. Brooks, Streams, and Ponds. No owner of any lot shall interfere in any way with water rights relative to the brooks, streams, and ponds flowing through or located upon the Property, and no owner shall cause or allow any pollution or degradation of the quality of the water in said brooks, streams, and ponds by effluent discharge or otherwise. Construction of any pond and the use of brooks or streams flowing through the Property shall not be commenced or allowed without first obtaining the written approval of Robinson Springs.

8. Tree Removal. Trees or shrubs providing natural screening from neighboring lots shall not be cut, removed, limbed, or girdled without first obtaining the written consent of the owner or owners of all such neighboring lots and of Robinson Springs. No other live trees exceeding eight inches in diameter at a height of four feet above ground level shall be cut or removed without first obtaining the written consent of Robinson Springs.

9. Grounds Maintenance. The owner of a lot shall at all times maintain his land and premises in a clean, neat, and presentable fashion. No refuse or debris shall be stored or accumulated upon any lot, and all trash on any lot awaiting removal shall be stored out of sight from the roadways and adjoining lots and removed promptly so as to prevent any unsightly appearance or noxious odors.

10. Nuisances Prohibited. No lot owner shall cause or allow any activity, conditions, or other thing to occur or exits on his lot that generates loud noises, disturbs the peace, quiet, and serenity of occupants of neighboring lots, or otherwise creates a nuisance not in keeping with the residential character of the neighborhood. With specific regard to noise pollution, the operation of mechanical devices such as trail motorcycles, go-carts, or snow mobiles is prohibited on any lot or roadway within the Property. The use of garden tractors, power lawn mowers, snow removal equipment, and chain saws shall be permitted during daylight hours only.

11. Animals. No animals or fowl may be kept upon any lot, except domestic pets such as cats and dogs, saddle horses, and a limited number of farm

animals and poultry. Any and all such animals or fowl shall be for the personal use and enjoyment of a lot owner and his family and guests only, and not for breeding, public use, or other commercial purposes.

12. Utility Lines. All service lines for utilities, including electrical, telephone, and cable television lines, leading to structures erected on any lot shall be installed and placed underground from the roadway adjacent to such lot. Robinson Springs reserves for itself and its successors and assigns an easement and right-of-way over and under those portions of lots within the Property that lie within twenty-five (25) feet of the center line of the roadways adjacent to all such lots for the purpose of laying any utility and service pipes and lines over or under the lots and for the purpose of replacing, repairing, and maintaining such lines. Robinson Springs and its successors and assigns, shall not, however, be responsible or liable for the installation or maintenance of any such lines from the roadway to the structures on any lot.

13. Sewage Systems. Installation of subsurface wastewater disposal systems, including septic tanks, dry wells, leach fields, and other systems for the disposal of septic effluent, shall comply with all pertinent statutes, ordinances, rules, and regulations of the State of Vermont and Town of Stowe, and all agencies thereof.

14. Easements Over Lots. No owner shall grant, convey, or establish any easement or right of way across or upon his lot to establish access in any manner to property adjacent to or adjoining such lot except that Lot 60 can grant Lot 59 of Robinson Springs Properties a 50-foot right of way and easement across Lot 60 for access of Lot 59 along the existing driveway serving Lot 59 along with and underground utility easements.

15. Energy Conservation. All buildings on lots within the Property shall be erected in compliance with all pertinent energy conservation measures as are set forth in the State of Vermont Land Use Permit approving the Property and as are required by the Village of Stowe Water and Light Department. In addition, construction of all buildings shall be subject to the following requirements and conditions pertaining to energy conservation:

a. All heated structures shall be constructed with insulation against heat loss having an R-value of at least R-19 in the exterior walls and at least R-38 in the roof or cap.
b. All heated structures shall be oriented and sited in a manner that maximizes solar heating potential to the greatest extent possible depending on lot configuration and topography.
c. All windows in heated structures shall have at least double glazing.
d. Robinson Springs, and its successors and assigns, reserves the right to require as a condition of its approval of plans as provided in Section 4 hereof that the electric system providing electrical power to any lot be

installed with such demand control devices as are deemed necessary or desirable to regulate the use of electrical power.

16. Water Conservation. All residential dwellings on lots within the Property shall be equipped with water-conserving plumbing fixtures, including but not limited to low-flush toilets, low-flow showerheads, and aerator-type or flow-restricted faucets.

17. Conservation Zones. Certain portions of the lots within the Property are intended to be maintained as conservation zones to conserve and enhance the natural environment and to preserve the rustic character of the project. These portions of lots within the Property are depicted as all shaded areas as shown on the Plan of the Property recorded in Map Book 3 at Pages 131-133 of the Stowe Land Records. Said shaded areas, in addition to all other covenants and restrictions set forth herein, are subject to the further restrictions that there shall be no buildings or structures erected or other development allowed anywhere within said conservation zones, except selective cutting, meadow clearing, pond construction, installation of swimming pool, tennis and similar recreation facilities, and other such amenities that serve to enhance the natural environment, recreational activities, and rustic character of the project. Any such development and activities within conservation zones shall require written approval of Robinson Springs prior to commencement thereof. In addition, Robinson Springs, and its successors and assigns, reserves the right and easement to utilize the conservation zones within each lot, in conjunction with the conservation zones within all other lots comprising the Property and the conservation zones within such other additional lots as may be made subject to the this Declaration pursuant to Section 21 hereof, for the general purposes of providing space for recreation, conservation, enhancement of the rustic character of the area. The right and easement reserved herein by Robinson Springs, and its successors and assigns, shall be used for the following specific purposes:

a. Implementation of a forest management program applicable to the conservation zones within all such lots. Said forestry management program shall be administered by a professional forester in cooperation with the Lamoille County Forester to ensure that forest lands within the conservation zones are maintained in a viable and productive state. Implementation of the forestry management program shall be done in a manner that keeps the forest land in an undisturbed condition to the greatest extent possible, consistent with the plan to utilize the conservation zones for conservation and enhancement of the natural environment. Net proceeds derived from the such forestry program, if any, shall be distributed to each lot owner on a proportionate basis determined by the number of acres lying within the conservation zone of each lot.

b. Establishment and maintenance of trails as laid out by Robinson Springs, which said trails are to be used only for cross-country skiing, horseback riding, jogging, hiking, and other such outdoor activities. The right and easement to use said trails for the aforesaid activities shall be exercised by all persons using the trails in a careful manner so as not to interfere with the quiet enjoyment of owners whose lots are crossed by the trails. Use of the trails shall be limited to the aforesaid purposes and within the side limits of the trails as laid out by Robinson Springs. Additional trails may be established and laid out for the aforesaid activities, provided that the written consent of all owners whose lots are crossed by such additional trails is obtained prior to establishment thereof.

Pursuant to this right and easement to utilize conservation zones for the aforementioned purposes, Robinson Springs, and its successors and assigns, and any of its or their duly authorized agents, employees, contractors, licensees, or invitees, are hereby authorized and entitled to enter upon and utilize said conservation zones in the manner aforesaid, subject to the condition that said conservation zones shall be used and enjoyed in a careful and husband-like manner consistent with the general plan accomplished by the conservation zones to provide space for recreation, conservation, enhancement of the natural environment, and preservation of the rustic character of the area. Each owner of a lot within the Property, and the owners of such other lots that may become subject to this Declaration, and their families, guests, and lessees, are hereby authorized and entitled to use and enjoy said conservation zones in the manner aforesaid, and each owner of any such lot or lots acknowledges, by acceptance of a deed of conveyance of such lot or lots, the existence, nature, and validity of said conservation zones in the manner and subject to the terms and conditions set forth herein.

18. Association of Owners. Each owner of a lot covenants and agrees as an essential incident to his purchase of such lot that upon acceptance of a deed thereto, such owner shall become a member of an association of owners, to be organized and operated as a Vermont non-profit corporation and to be known as the Robinson Springs Property Owners Association, Inc. Each such lot owner shall be entitled to the benefits of, and shall be subject to, the duly enacted bylaws, rules, and regulations of the Association. The Association shall be operated to preserve and promote the residential character and living conditions in the development and to make and collect such annual or special assessments from time to time as the Association deems necessary or advisable for the purpose of promoting the health, safety and welfare of residents within the development. The obligation to become a member of the Association, to abide by its bylaws, rules, and regulations, and to pay its assessments shall be a covenant that, like all other covenants set forth herein, shall run with the land and be binding upon each owner of a lot and each

subsequent owner of such lot. Termination of the ownership of a lot shall automatically terminate membership in the Association.

19. Roadways. Robinson Springs hereby grants to the owner of each lot within the Property as appurtenant thereto a non-exclusive easement and right of access in common with others as may be authorized from time to time by Robinson Springs, or its successors or assigns, over the roadways. The owner of each lot shall be obligated to pay to Robinson Springs his proportionate share of the costs of maintaining the roadways and right-of-way, which said maintenance costs shall include snow plowing, gravelling, grading, replacement of culverts, and any other ordinary and necessary maintenance. The proportionate share of each lot owner shall be determined as provided in Section 21 of this Declaration.

No parking of vehicles shall be allowed on the roadways or the right-of-way leading from Town Highway #21 except in areas as may be designated by Robinson Springs.

20. Recreational Complex. In addition to use of the trails as provided in Section 17 of this Declaration, Robinson Springs hereby grants to the owner of each lot within the Property the non-exclusive right in common with others to the use and enjoyment of the recreational complex on Parcel number 1 referred to hereinbefore. Said complex shall consist of two tennis courts, a swimming pond, and other amenities and facilities. . In consideration of Robinson Springs granting this right of enjoyment, which shall be appurtenant to and shall pass with the title to each lot, each lot owner covenants and agrees to pay his proportionate share of the costs of maintaining and operating said trails and recreational complex, facilities, and amenities, after completion of their construction, including but not limited to payment for maintenance, taxes, insurance, repairs, utilities, and management and supervision thereof. The proportionate share of each lot owner shall be determined as provided in Section 21 hereof. The use and enjoyment of the recreational complex, facilities, and amenities shall be limited to the owners, their families, guests, or lessees, of lots within the Property and such other lots as become subject to this Declaration.

21. Determination of Proportionate Share. The proportionate share of each lot owner for the aforementioned roadway, right-of-way, trails, and recreational complex maintenance costs as provided in Sections 19 and 20 hereof shall be determined by dividing the number of lots owned by an owner by the aggregate number of lots within the Property and such other additional lots as become subject to this Declaration pursuant to Section 21 hereof. Said proportionate share shall not exceed ONE THOUSAND SIX HUNDRED DOLLARS ($1,600.00) per annum for each lot owned, subject however to annual upward adjustment of said maximum amount by

Robinson Springs upon review of its roadway, right-of-way, trails, and recreational complex maintenance costs. Additionally, Special Assessments may be approved to cover the costs associated with unusual expenses that the Association might incur in its operations

22. Enforcement. The burdens and benefits of the protective covenants and restrictions comprising the general plan for improvement and development of the Property, the condition that each lot owner accept membership in the Association, and the obligation of each lot owner to pay his proportionate share of costs as provided herein, shall run with the land and be binding upon and inure to the benefit of Robinson Springs, the owners of the lots within the Property, and its and their respective heirs, successors, and assigns. In the event of breach or violation of any of these covenants, restrictions, obligations, and conditions by the owner or owners of any lot, Robinson Springs or the Association, and their respective successors and assigns, may enforce these protective covenants, restrictions, and obligations against the violator by appropriate proceedings for monetary damages, injunctive relief, or otherwise.

23. Costs of Enforcement. In the event Robinson Springs , and its respective successors and assigns enforces any of these covenants, restrictions, obligations, and conditions against the owner or owners of a lot who is in breach or violation thereof, all costs and expenses, including reasonable attorney's fees, incurred in such enforcement shall be the obligation of and paid by the violating owner or owners. In the event any such owner or owners fail or refuse to pay such costs and expenses, a lien shall arise against such owner's or owners' lot and shall continue thereon in favor of Robinson Springs and its respective successors or assigns, upon recordation of a notice of such lien in the Stowe Land Records. Said lien shall be subordinate to any prior recorded mortgages on the lot made by the owner in good faith and for value. Interest shall accrue on the amount of said lien at the rate of twelve percent (12%) per annum until all costs and expenses secured by such lien are paid in full. If payment in full is not received by Robinson Springs , or its respective successors or assigns, within thirty (30) days of the date of recordation of the notice of lien, then said lien may be foreclosed in accordance with the provisions of Vermont law applicable to foreclosure of mortgages of real property. In the event of foreclosure of the lien, the owner or owners in default shall be required to pay all costs and expenses of such proceedings, including reasonable attorney's fees.

24. Amendments, Modifications, and Waivers. The covenants, restrictions, obligations, and conditions set forth in this Declaration may be amended or modified in whole or in part, and waivers thereof may be granted, by written consent of the record owners of sixty-six percent (66%) of the aggregate number of lots within the Property and such additional lots as may be made subject to this Declaration pursuant to Section 21 hereof, provided however,

that any amendment altering the method of determining the proportionate sharing of costs for maintenance of the trails, roadways, right-of-way, and recreational complex as provided hereinbefore shall require the written consent of one hundred percent (100%) of the existing and any additional lot owners.

Any such amendment, modification, or waiver may apply to all or any number of lots affected thereby and shall be set forth with specificity in a written instrument duly executed by the required number of lot owners and recorded in the Stowe Land Records. In addition, photocopies of such written instrument shall be forwarded to the owners of all lots by first class mail, postage prepaid, at the address of each lot owner to which real estate tax bills are sent by the Town of Stowe, or to such other address as provided by an owner to Robinson Springs.

25. Termination of Declaration. This Declaration shall remain in full force and effect for a period of twenty-five years from the date hereof, at which time this Declaration shall terminate and thereafter be of no further effect, provided, however, that this Declaration shall be automatically extended for a period of ten years, and thereafter for successive ten-year periods, unless on or before the end of the initial twenty-five year period or any such ten-year extension period, the owners of seventy-five percent (75%) of the number of lots shall, by written instrument duly recorded in the Stowe Land Records, declare a termination of this Declaration.

26. Declaration Subject to Laws. The Property, and any additional property made subject to this Declaration, is subject to any and all applicable State of Vermont and Town of Stowe laws, ordinances, and regulations, and is further subject to any and all rights and privileges which the State of Vermont and Town of Stowe may acquire through dedication or th filing or recording of maps or plats as authorized by law.

27. No Waiver. No delay or omission on the part of Robinson Springs or the Association, or of their respective successors or assigns, in enforcing the covenants, restrictions, obligations, and conditions set forth herein shall be construed as a waiver of, or acquiescence in, violation or breach thereof, and all of said covenants, restrictions, obligations, and conditions may be enforced at any time so long as this Declaration is in force and effect.

28. Validity. Invalidation of any one or more of the covenants, restrictions, obligations, or conditions hereof by court order or decree shall not affect in any manner the other provisions hereof, which shall remain in full force and effect. In the event any of the provisions hereof are declared by court order or decree to be invalid by reason of the time limit stated herein being in violation of the Rule Against Perpetuities or any other rule against the

alienation of property, then such time limit shall be reduced to the maximum allowable time duration.

In witness whereof, Robinson Springs Property Owners Association, Inc. has caused this Amended Declaration to be executed in its name by John Cassella, its President and duly authorized agent, this ____ day of _____ 2015.

_____
John Cassella, President of Robinson Springs Property Owners Association, Inc.

State of Vermont

LAND USE PERMIT

ADMINISTRATIVE AMENDMENT

CASE 5L0289-5D-1
APPLICANT Martha M. and Arnold G. Langbo
ADDRESS Pour Over Trusts
189 Upper Springs Road
Stowe, VT 05672

LAWS/REGULATIONS INVOLVED
10 V.S.A., §§ 6001 - 6093 (Act 250)
10 V.S. A. Chapter 64 and Chapter 21

The District 5 Environmental Commission hereby amends Land Use Permit 5L0289-5D pursuant to Environmental Board Rule 34(D) for the purpose of incorporating Wastewater System and Potable Water Supply Permit WW-5-50622, which authorizes an increase in bedrooms from 4 to 6, and an accessory one bedroom apartment within the existing main house. This permit amendment applies to the lands identified in Book 345, Pages 311-316 of the land records of the Town of Stowe, Vermont, as the subject of a deed to Martha M. Langbo and Arnold G. Langbo, Trustees, Pour Over Trust, the Permittees as Grantees. The project is located on Lot 58 of the Robinson Springs Development in the Town of Stowe.

The permittee is reminded that this permit is being issued only for the laws and regulations stated above. Any applicable state or local permit not included above must be obtained in addition to this permit.

CONDITIONS

1. This permit incorporates all of the terms and conditions of Wastewater System and Potable Water Supply Permit WW-5- 5062 issued on February 23, 2009 by the Assistant Regional Engineer, Wastewater Management Division, Department of Environmental Conservation, Agency of Natural Resources in compliance with the above-referenced Vermont State Environmental Protection Rules.

2. The project shall be completed, operated and maintained in accordance with the plans and exhibits dated February 18, 2009, incorporated by reference herein.

3 Except as amended herein, all terms and conditions of Land Use Permit 5L0289 and amendments remain in full force and effect.

Dated at Barre, Vermont this 13th day of March 2009

BY Susan Baird
Susan Baird, Assistant District Coordinator
District 5 Environmental Commission

This permit is issued pursuant to Natural Resources Board Rule 34(D), Administrative Amendments, which authorizes a district coordinator, on behalf of the District Commission to "amend a permit without notice or hearing when an amendment is necessary for record-keeping purposes or to provide authorization for minor revisions to permitted projects raising no likelihood of impacts under the criteria of the Act."The rule also provides that all parties of record and current adjoining landowners shall receive a copy of any administrative amendment.

Prior to any appeal of this Administrative Amendment to the Environmental Court, the applicant or a party must file a Motion to Alter with the District Commission within 15 days from the date of this Administrative Amendment, pursuant to Natural Resources Board Rule 34. The decision on the Motion to Alter may be appealed within 30 days of the date of the decision in accordance with 10 V.S.A. Chapter 220. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is:2418 Airport Rd., Suite 1, Barre, VT 05641-8701. (Tel: 802-828-1660)

CERTIFICATE OF SERVICE

I hereby certify that I sent a copy of the foregoing **ADMINISTRATIVE LAND USE PERMIT AMENDMENT 5L0289-5D-1 (MARTHA M. & ARNOLD G. LANGBO)** by U.S. Mail, postage prepaid, on this 13th day of March, 2009, to the individuals without email addresses and by electronic mail, to the following with email addresses:

Note: Any recipient may change its preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes.

Martha M. & Arnold G. Langbo
Pour Over Trusts
189 Upper Springs Road
Stowe Vermont 05672

Charles Grenier
Consulting Engineer PC
PO Box 445
Waterbury Vermont 05676

Stowe Select Board
Richard Marron, Chair
PO Box 730
Stowe Vermont 05672

Stowe Planning Commission
Lynn Altadonna, Chair
PO Box 216
Stowe Vermont 05672

Lamoille County Planning Commission
PO Box 1009
Morrisville Vermont 05661
dave@lcpcvt.org

Elizabeth Lord
Land Use Attorney
Planning Division ANR
103 South Main Street
Waterbury Vermont 05671-0301
anr.act250@state.vt.us

FOR INFORMATION ONLY

Alison Kaiser, Town Clerk
PO Box 248
Stowe Vermont 05672

John Gill & Mary Klein
409 Chester Road
Devon Pennsylvania 19333

James Goldsmith & Kim Kaufman
115 West 81st Street
New York New York 10024

Ronald J. & Joann Glavic
9330 Little Mountain Road
Kirtland Hills Ohio 44060

Carl & Sharon Nielsen
PO Box 151
Pequanneck New Jersey 07440

State of Vermont
Department of Forest Parks & Recreation
Att: Michael Fraysier
103 South Main Street
Waterbury Vermont 05671

District 5 Environmental Commission
5 Perry Street Suite 60
Barre Vermont 05641
nrb-Act250Barre@state.vt.us

BY Lori Grenier
Lori Grenier
Administrative Secretary

VERMONT 15-042.580

State of Vermont
Department of Environmental Conservation

Agency of Natural Resources

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED

10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit
Wastewater System and Potable Water Supply Rules, Effective September 29, 2007
Chapter 21, Water Supply Rules, Effective April 25, 2005

CASE No: **WW-5-5062** PIN No. BR97-0071.22
LANDOWNER(s): **Martha M. and Arnold G. Langbo**
Pour-Over Trusts
189 Upper Springs Road
Stowe VT 05672

This permit affects property identified as Town Tax Parcel ID # 15-042.580 and referenced in deeds recorded in Book 345 Page(s) 311 of the Land Records in Stowe, Vermont.

This project, consisting of increase in number of bedrooms for existing residence on existing 15.15± acre parcel known as Lot 58 of the Robinson Springs Development to a total of 6-bedrooms and the addition of a 1-bedroom apartment, located at 189 Upper Springs Road, Stowe, Vermont, is hereby approved under the requirements of the regulations named above, subject to the following conditions:

1. GENERAL CONDITIONS

1.1. This project has been permitted with an existing single-family residence which is increasing to 6 bedrooms and a 1 bedroom apartment. No alterations to the existing building other than those indicated in this permit that would change or affect the water supply or wastewater disposal shall be allowed without prior permitting from the Wastewater Management Division. No other buildings are allowed without prior permitting by the Wastewater Management Division and such permit may not be granted unless the proposal conforms to the applicable laws and regulations.

1.2. The project must be completed as shown on the following plans and/or documents prepared by Charles Grenier PE, listed as follows:

Sheet 1 of 2	Overall Site Plan	Dated 02/17/09
Sheet 2 of 2	Septic System Site Plan & Details	Dated 02/17/09

1.3 The project shall not deviate from the plans stamped "THIS IS SUBJECT TO PROVISIONS OR CONDITIONS LISTED IN PERMIT" in a manner that would change or affect the exterior water supply or wastewater disposal systems, building location, or, the approved use of the building, without prior review and written approval from the Wastewater Management Division.

1.4. Each prospective purchaser of any portion of the project shall be shown a copy of the permitted plans and the Wastewater System and Potable Water Supply Permit prior to conveyance of any portion of the project.

1.5. The conditions of this permit shall run with the land and will be binding upon and enforceable against the permittee and all assigns and successors in interest. The permittee shall be responsible for recording this permit in the Stowe Land Records within thirty (30) days of receipt of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.

1.6. This permit shall in no way relieve you of the obligations of Title 10, Chapter 48, Subchapter 4, for the protection of groundwater.

1.7. By acceptance of this permit, the landowner agrees to allow representatives of the State of Vermont access to the property subject to this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental/health statutes, regulations, and permit conditions, including performing an inspection of the wastewater disposal and water supply systems serving the/each structure.

1.8. This permit does not relieve you, as landowner, from obtaining all approvals and permits as may be required from the Act 250 District Environmental Commission, the Department of Public Safety, Fire Safety Division (phone 479-4434),and local officials PRIOR to construction.

2. WATER CONDITIONS

2.1. The 6-bedroom single family residence and 1-bedroom apartment are permitted with an existing on-site water supply system provided that the well is located as shown on the plans and meets or exceeds the isolation distances required in the Water Supply Rule.

2.2. This water system shall be operated at all times in a manner that keeps the water supply free from contamination. Should the system become a failed water system, and not subject to a minor repair, the current landowner must engage a Licensed Designer to evaluate the cause of the contamination and to submit an amendment application to this office prior to repair or replacement of the system.

2.3. Prior to use of the water supply for the apartment the water shall be sampled and found to comply with potable water standards set forth by the Water Supply Rule. The water system shall be operated at all times in a manner that keeps the water supply free from contamination.

2.4. Prior to connection of the well to the water distribution system serving the apartment, the well shall be pump tested by a Licensed Designer. The requirement to pump test the well by the Licensed Designer may be waived if personnel from the Wastewater Management Division agree that the yield requirements of the Water Supply Rule have been satisfied.

3. SEWAGE DISPOSAL CONDITIONS

3.1. The 6-bedroom single family residence and 1-bedroom apartment are permitted with an existing subsurface wastewater disposal system. Should the system fail, the current landowner must engage a Licensed Designer to evaluate the cause of the failure and to submit an amendment application to this office prior to repair or replacement of the system. The wastewater disposal system is permitted for a maximum design flow of 930 gallons per day to include pipe infiltration.

3.2. This project has been permitted with an existing building sewer line. A comprehensive review has not been conducted concerning this sewer line. The Wastewater Management Division assumes no liability for the adequacy of this sewer line. Should the line fail, the current landowner must engage a Licensed Designer to evaluate the cause of the failure and to submit an amendment application to this office prior to repair or replacement of the line.

3.3. The septic tank filter should be inspected and cleaned periodically. The septic tank should be pumped out at least once every 3 to 5 years. Routine inspection is recommended for restaurants and other commercial operations with high organic loading.

Laura Q. Pelosi, Commissioner
Department of Environmental Conservation

By Carl Fuller 02/23/09
Carl Fuller PE, Assistant Regional Engineer

CC Charles Grenier
Stowe Planning Commission
Act 250 – Susan Baird

NOTICE

Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.

CHARLES GRENIER
CONSULTING ENGINEER PC
P.O. BOX 445 WATERBURY, VT 05676

February 19, 2009

Richard Baker
Zoning Administrator
Town of Stowe
Post Office Box 216
Stowe, Vermont 05672

RE: Zoning Application for Arnold G. Langbo Pour Over Trust & Martha M. Langbo Pour Over Trust's Property at 189 Upper Springs Road.

Dear Rich,

Please find enclosed a Town of Stowe Zoning Application, a copy of the site plan and a check made payable to the Town of Stowe for $33.00 to cover the fee.

The Langbo's are applying to permit an accessory one bedroom apartment containing 1,148 sq. ft. The apartment is located above the existing garage, which is attached to the main house, therefore reducing the total square footage of the main residence from 12,160 sq. ft. to 11, 012 sq. ft. The one bedroom apartment also contains one bathroom and one kitchen.

Thank you for your time in considering this matter. Please do not hesitate to contact my office with any further inquiries.

Respectfully,

Charles J. Grenier
Consulting Engineer, PC

CJG/cma
Enclosures
CC: Arnold G. Langbo Pour Over Trust
Martha M. Langbo Pour Over Trust

PHONE: 244-6413 FAX: 244-1572 EMAIL: CHARLES@GRENIERENGINEERING.COM

Zoning Permit
Town of Stowe
PO Box 216
Stowe VT 05672

APPLICATION INFORMATION

Permit	Z-3965
Application Date	02/23/09
Physical Location	189 UPPER SPRINGS RD
Map ID	15-042.580 Tax ID 30223-070
Project Description	CONVERT EXISTING INTERNAL SPACE TO ONE BEDROOM ACCESSORY APARTMENT (NO EXTERNAL CHANGES PROPOSED)
Owner	ARNOLD G LANGBO POUR-OVER TRUST MARTHA M LANGBO POUR-OVER TRUST
Applicant/Contact	GRENIER ENGINEERING CHARLES GRENIER
Applicant Address	PO BOX 445 WATERBURY VT 05676

FEES PAID

Source	Date	Amount
CHARLES GRENIER CK#9490	02/23/09	$33.00

APPROVALS/ACTIONS ON RECORD

Action Taken	Date	Effective Date	Expiration Date	
ZONING	02/23/09	03/10/09	03/10/12	MAIN RESIDENCE CURRENTLY CONTAINS 12,160 S.F. THE ACCESSORY APARTMENT IS LOCATED ABOVE THE ATTACHED GARAGE AND CONTAINS 1,148 S.F.WHICH DECREASES THE MAIN RESIDENCE TO 11,012 S F.

Conditions/Comments NONE

Based upon a review of this project, the following other local and state approvals are anticipated to be needed:

☐ Stowe Water Connection ☐ Stowe Sewer Connection ☐ Stowe Driveway Entrance Permit

☐ VT Construction Permit ☑ VT Wastewater Permit ☐ VT Driveway Permit ☐ VT Stormwater Permit

This approval does not cover any required state approvals. Wastewater System and Potable Water Supply permits may be required for construction or modifications that change the wastewater flow. Other State permits may be required for certain uses. The applicant is advised to contact a DEC Permit Specialist at 476-0195 to discuss the State permit requirements.

02/23/09

ZONING ADMININISTRATOR **Date**
Richard Baker
Notes

Accompanying documents and plans submitted with the zoning permit application are part of this permit and are on file in the Zoning Office.

Permission is hereby granted in accordance with the requirements and regulations of the Town of Stowe Zoning Ordinance to proceed with the above project. There is an appeal period of 15 days from the date of approval during which time no construction or activity related to this approval may occur.

The applicant is responsible for determining property lines and meeting the required setbacks for development.

All exterior lighting must meet the Zoning Ordinance lighting standards.

	Development Application **Town of Stowe Zoning Department** **PO Box 216** **Stowe VT 05672** **Voice (802) 253-6130 (Fax) 802-253-2702**	**Project #** (To be assigned) 3965 **Date Received:** 2-23-09
	This form serves as an application for all requested zoning reviews.	

Owner Information	
Property Owner	Arnold G. Langbo Pour-Over Trust & Martha M. Langbo Pour-Over Trust
Mailing Street Address City, State and Zip	189 Upper Springs Road Stowe, Vermont 05672
Phone Number	Day: Other:

Applicant/Contact Information (Relationship to Owner)

☐ Owner (If so, skip to site information) ☐ Lessee ☐ Contractor
☐ Architect/Designer X Agent for Owner ☐ Under purchase contract

All information and correspondence is sent to applicant/contact.

Contact Name	Charles J. Grenier
Company (if any)	Charles J. Grenier Consulting Engineer, PC
Mailing Street Address City, State and Zip	Post Office Box 445 Waterbury, Vermont 05676
Phone Number	Day: (802) 244--6413 Other:

Site Information

Physical Address	**189 Upper Springs Road**	
Business (if any)	None	
Parcel Identification:	Map #: 15-042.580	Zoning District: RR-5
Overlay Districts	SHOD ☐ RHOD X 100 Yr Floodplain ☐ Meadow Overlay ☐ (Check if any portion of parcel is in district)	

Please briefly describe the project or request below:

To permit an accessory one bedroom apartment within the existing main house.

The main residence currently contains 12,160 sq. ft. The accessory apartment is located above the attached garage and contains 1,148 sq. ft. which decreases the main residence to 11,012 sq. ft. On-site parking is provided.

For All Approvals:
The below signed hereby agrees that the proposed work shall be done in accordance with the application, plan, specifications, and other associated documentation and that the work shall conform to all applicable town ordinances and regulations. Signing as an "Agent for Owner" indicates that the person signing has the permission of the owner to act on the owner's behalf. Additional permits may be needed from the State of Vermont and/or the Town of Stowe for development.

Sign approvals require a drawing of proposed sign(s) with sizes indicated.

Indicate if: X (Property Owner) OR ☐ Agent for Owner	Signature: Arnold G. Langbo & Martha M. Langbo Date: Jan. 31, 2009 Jan. 31/09
Fee Submitted: $ 33.00 Check X Cash ☐	Refer to fee schedule on reverse side.

Additional application information is required on reverse side for all construction projects: ➔

Construction Information

A site plan showing the proposed development, setbacks, lot coverage, and other site details is required if construction is involved. An elevation is required for most building construction. (Use a separate narrative for major projects.) **The applicant is responsible for determining property lines and setbacks.**

Please answer the questions below for all construction projects:

Will there be a new curb cut (driveway opening)?	Yes □ No □
Will over 1 acre of land be graded or disturbed?	Yes □ No □
Will there be new bedrooms constructed?	Yes □ No □
Will there be other changes resulting in increased sewer flow?	Yes □ No □
Will there be a new connection to the Stowe sewage system?	Yes □ No □
Will there be a new connection to the Stowe water system?	Yes □ No □
Is an Act 250 permit or amendment required? **Administrative Amendment to permit #5L0289-5J**	Yes X No □

Maximum Bldg. Height: 25 *

* Building Height is defined as the vertical distance measured from the average elevation of the proposed finished grade at the front or rear of the building to the highest point of the roof for flat and mansard roofs, and to the average height between eaves and ridge for other types of roofs. On sloping sites the height will be measured on the uphill side.

Please answer the questions below for all projects involving single family houses:

Existing Rooms:	# Bathrooms: 1	# Bedrooms: 1	# Kitchens: 1
New Rooms:	# Bathrooms: same	# Bedrooms: same	# Kitchens: same

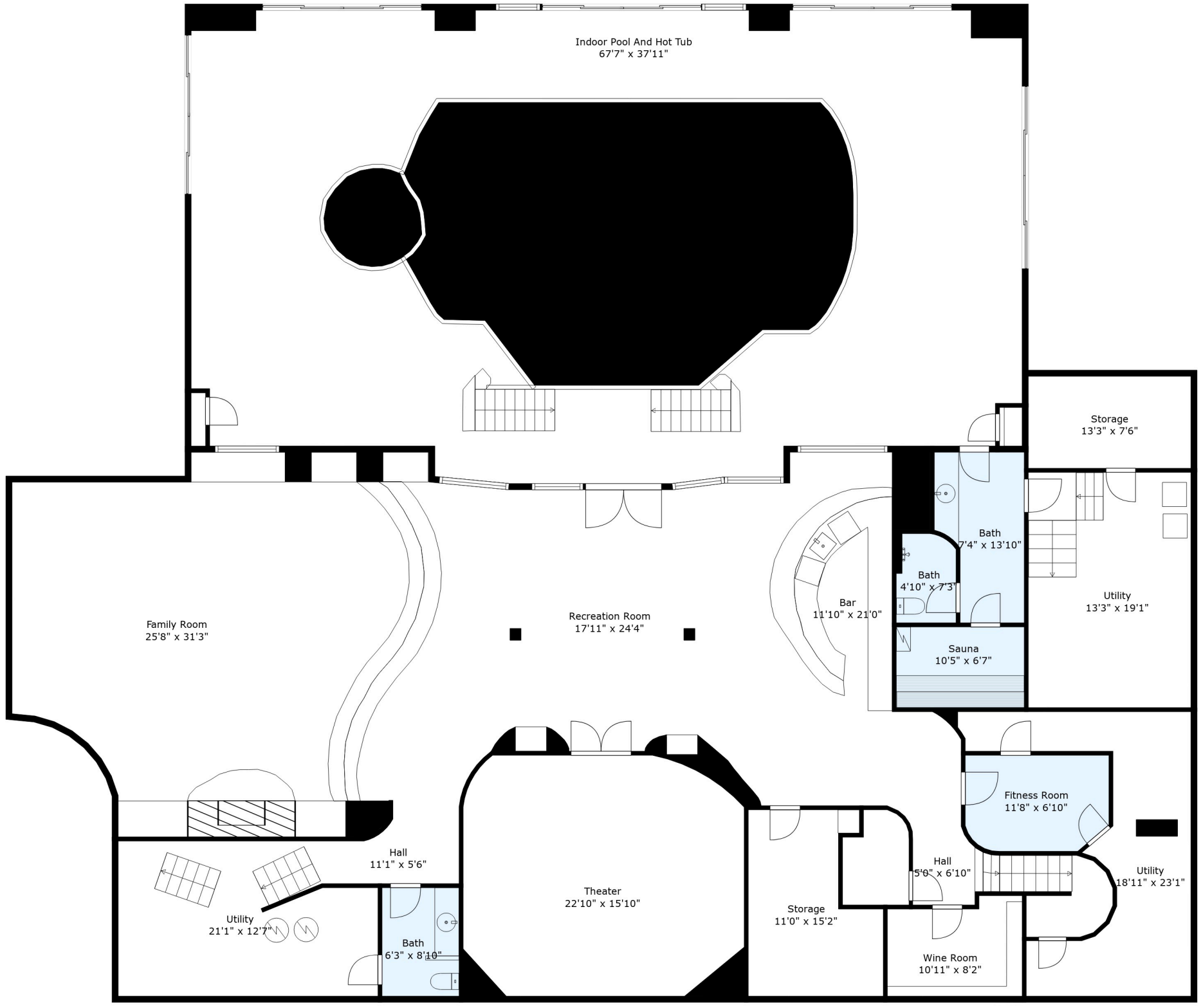
Please complete the fee calculation below for all construction projects:

New/additional gross floor area (in sq. ft.)	**Cost/Sq. Ft.**	**Fee Required**
Heated Space:	$.15/sq. ft.	$
Unheated Space:	$.10/sq. ft.	$
Other Space:	$.05/sq. ft.	$
Additional Recording Fee:	$8 for permitted uses $16 for conditional uses	$
	Total Fee**:	$

** Minimum application fee for all construction:
Permitted Uses: **$33.00** *Conditional Uses: $166.00*

Fee Schedule for Projects Not Involving Construction
(all fees below include recording fee)

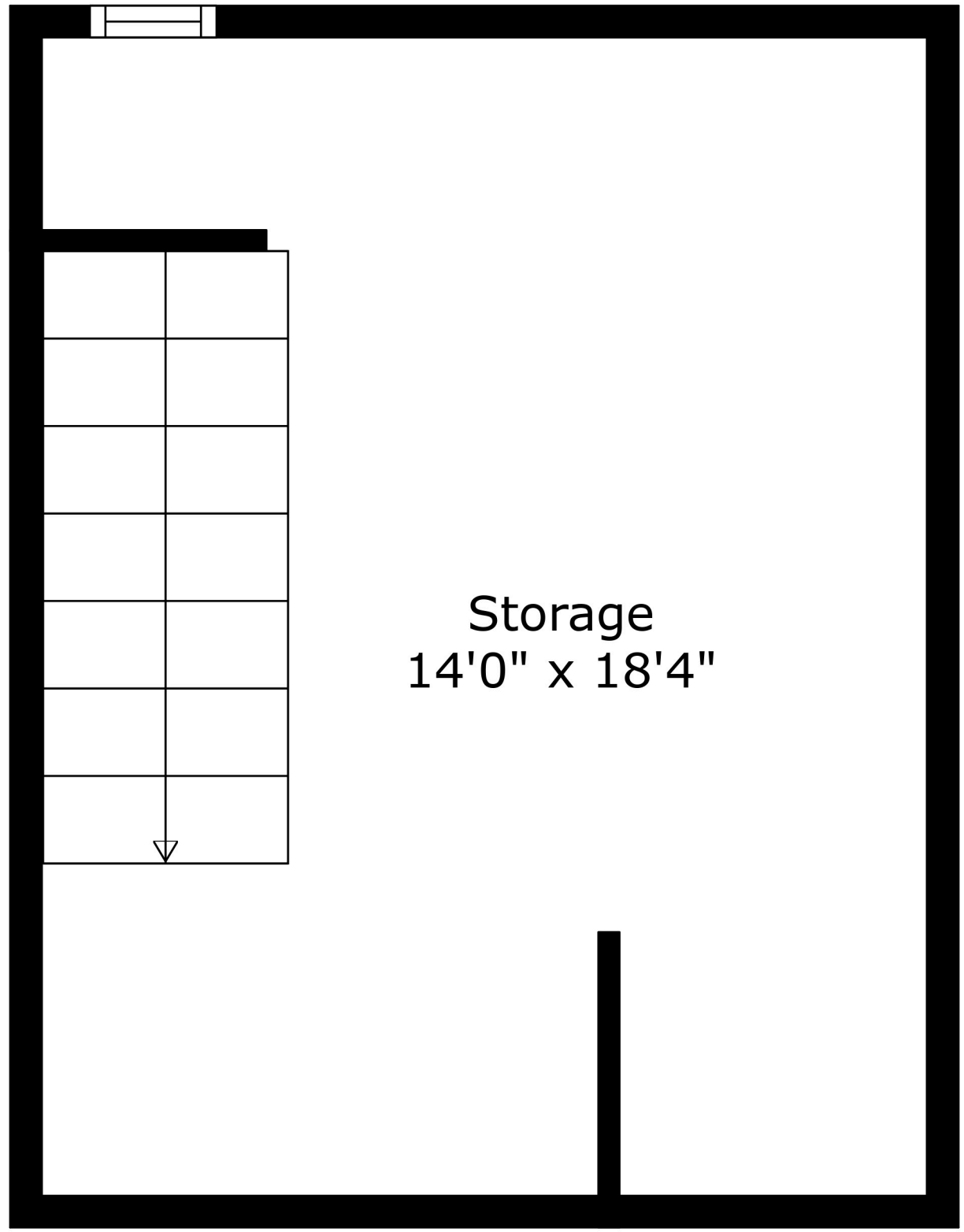
For permitted uses not involving construction: $33
For conditional uses not involving construction: $166
Administrative amendment of conditional uses: $51
New signs: $51
Certificate of Occupancy (required upon completion for all zoning permits except signs): $33
Subdivisions:
Preliminary Layout Application (Base Fee): $158
Preliminary Layout (Fee per unit or lot if equal to and/or more than 5 lots): $200/lot or unit
Final Plat Application (Base Fee): $158
Final Plat Application (additional fee per unit or lot if preliminary layout was not required): $75/lot or unit
Minor Subdivision - Lot Line Adjustment: $66
Final Plat Recording Fee (per map page): $8



TOTAL: 16640 sq. ft

FLOOR 1: 4669 sq. ft, FLOOR 2: 0 sq. ft, FLOOR 3: 8028 sq. ft, FLOOR 4: 3943 sq. ft
EXCLUDED AREAS: UTILITY: 737 sq. ft, WINE ROOM: 84 sq. ft, STORAGE: 396 sq. ft,
LOW CEILING: 99 sq. ft, GARAGE: 1014 sq. ft, FIREPLACE: 10 sq. ft,
OPEN TO BELOW: 1242 sq. ft, WALLS: 881 sq. ft

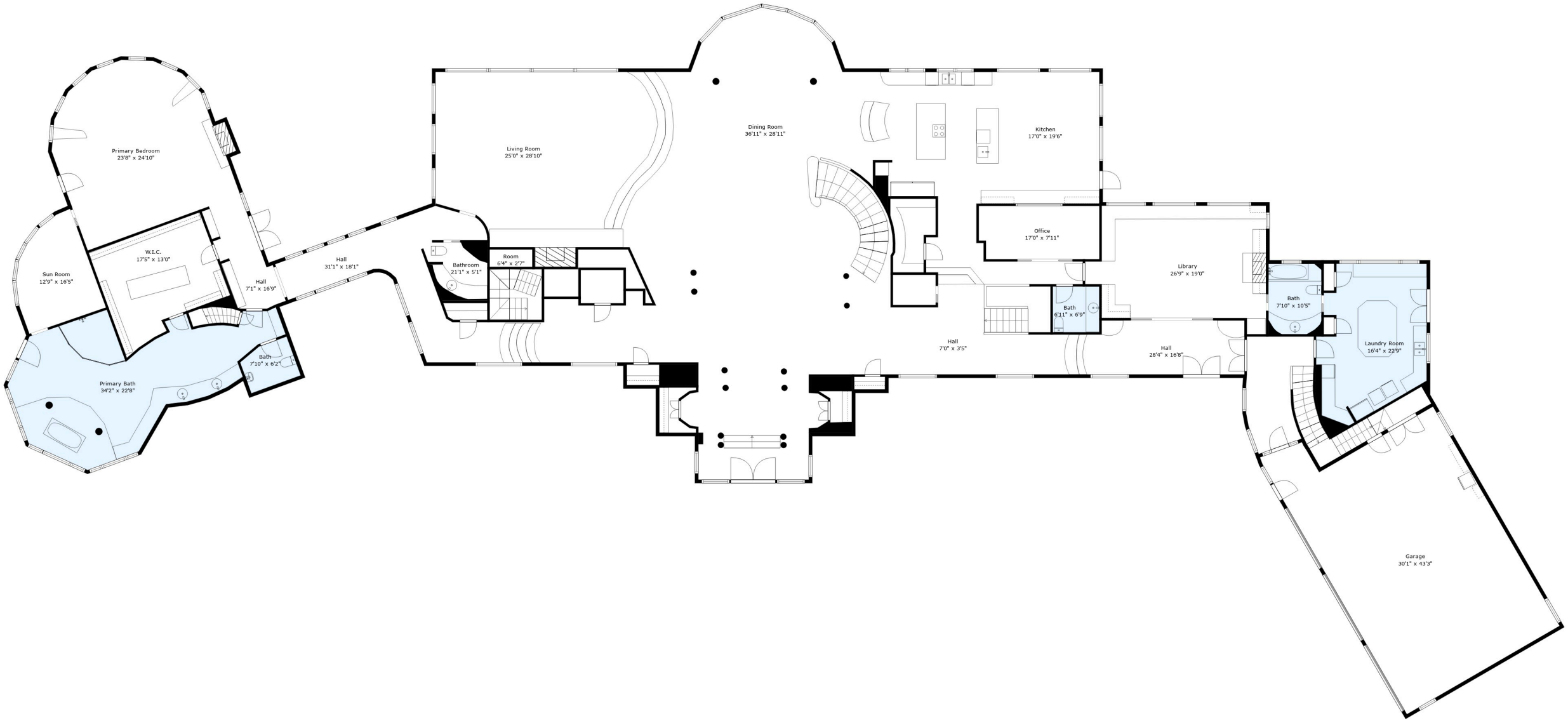
Floor Plan Created By Cubicasa App. Measurements Deemed Highly Reliable But Not Guaranteed.



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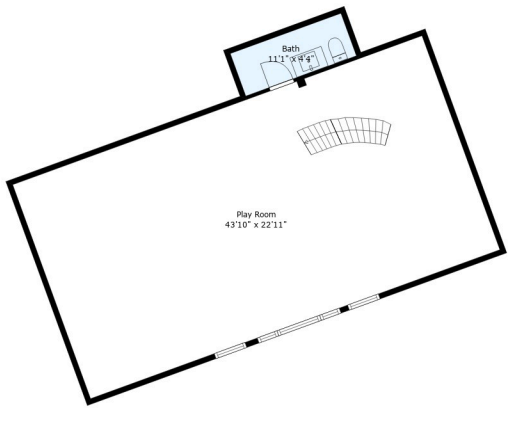
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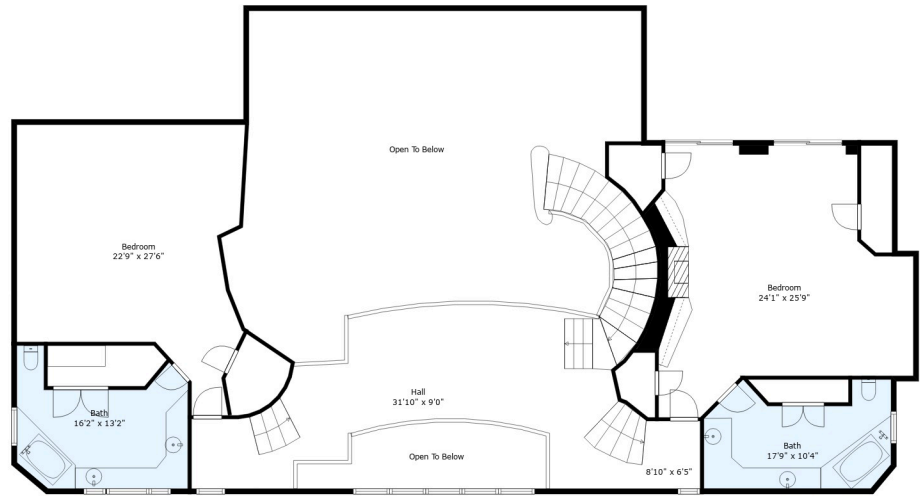


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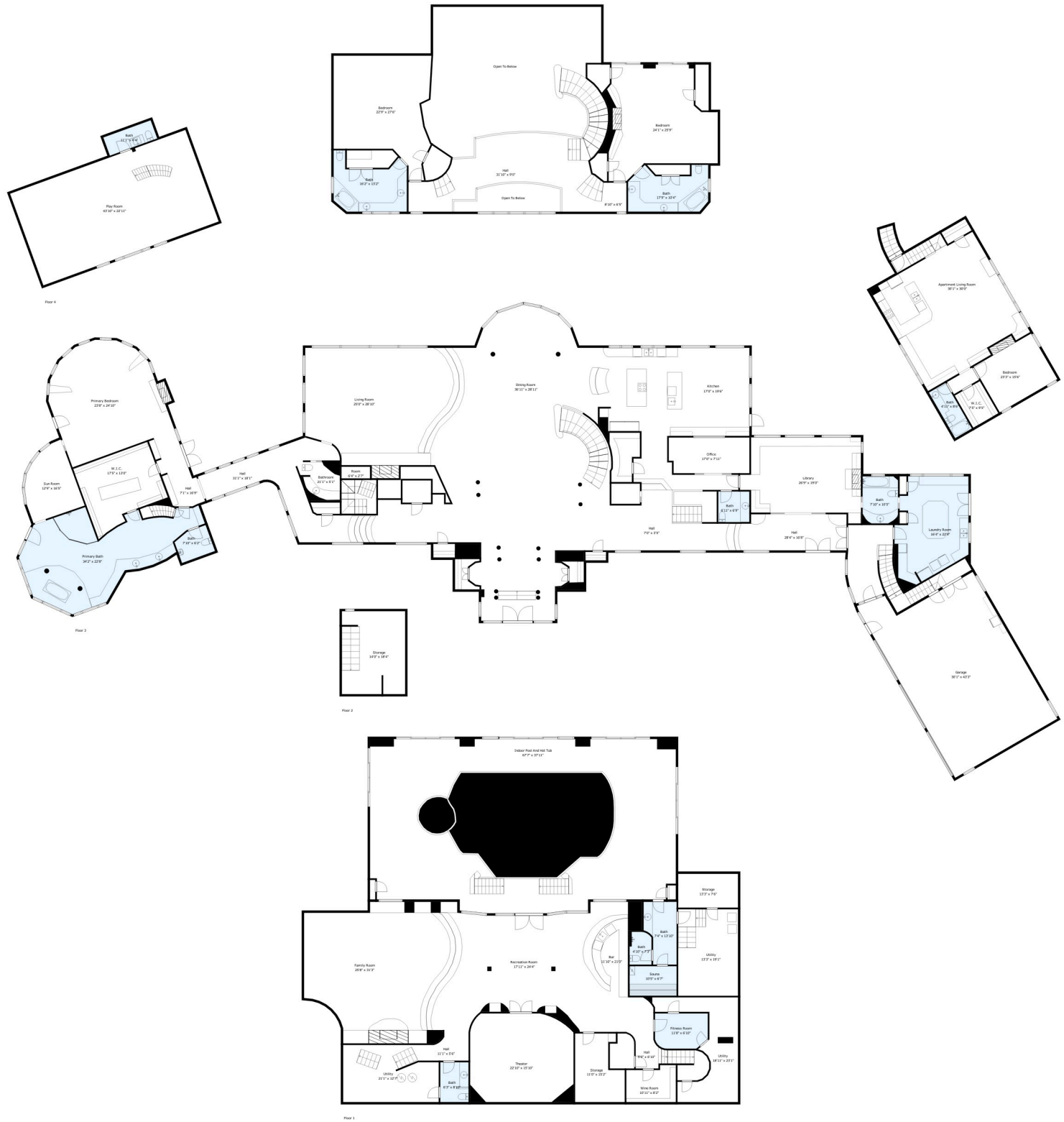




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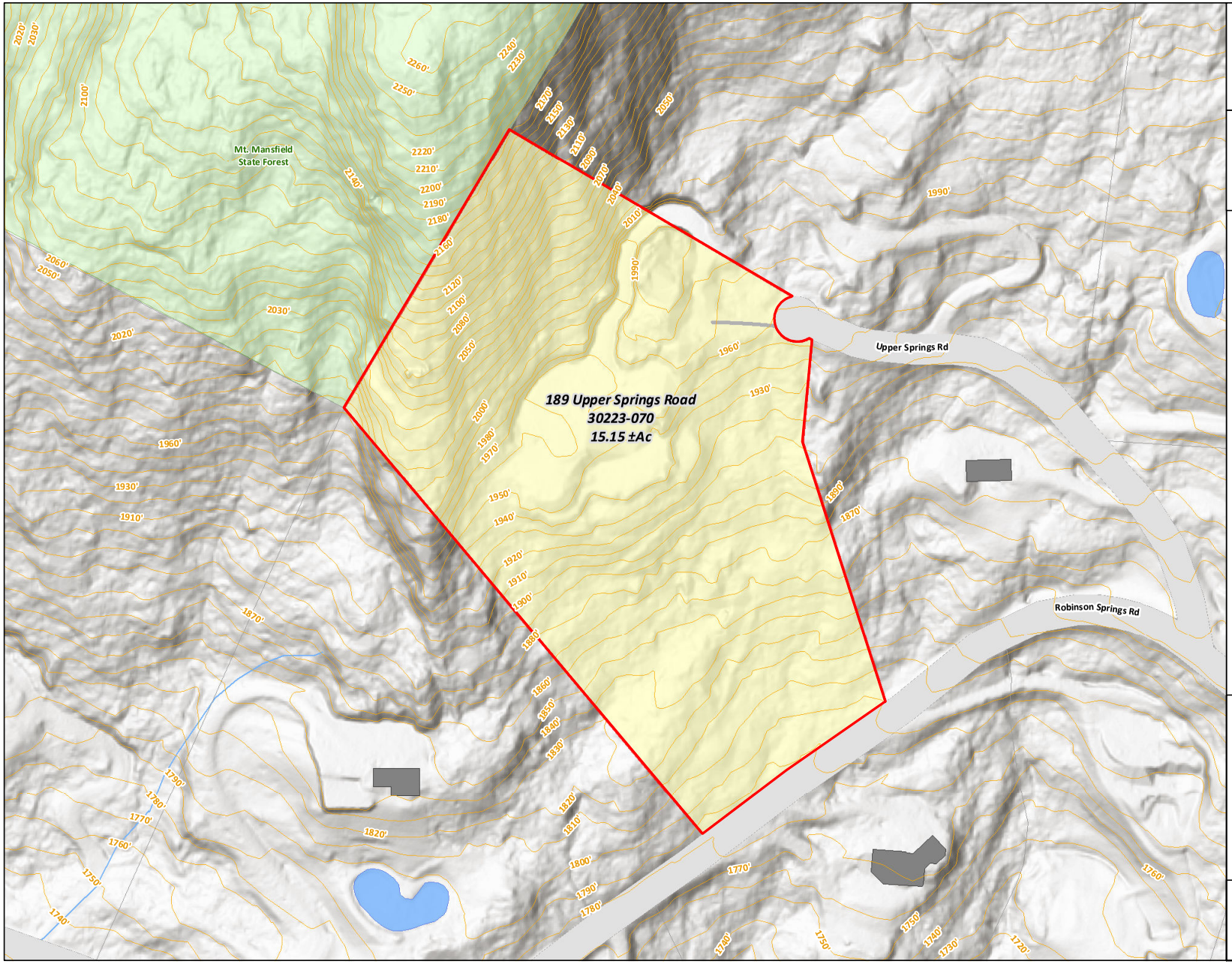
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189 Upper Springs Road

Stowe, VT

Base Plan

LEGEND

- Subject Property - 15.15 ±Ac
- Adjacent Properties
- Protected Land
- Open Water
- Perennial Streams
- Contours (10 ft)



Notes:
Credits: Background from ESRI 'Terrain Base' map service

Date: 07/24/25

Project Number: VT1551

0 75 150 300 Feet

Scale: 1 " = 150 '

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

LandVest

Document Name: VT1551 base



189 Upper Springs Road

Stowe, VT

Base Plan Orthophotograph

LEGEND

- Subject Property - 15.15 ±Ac
- Adjacent Properties
- Protected Land
- Open Water
- Perennial Streams
- Contours (10 ft)



Notes:
Credits: 2023 imagery from ESRI 'World Imagery' map service.

Date: 07/24/25

Project Number: VT1551

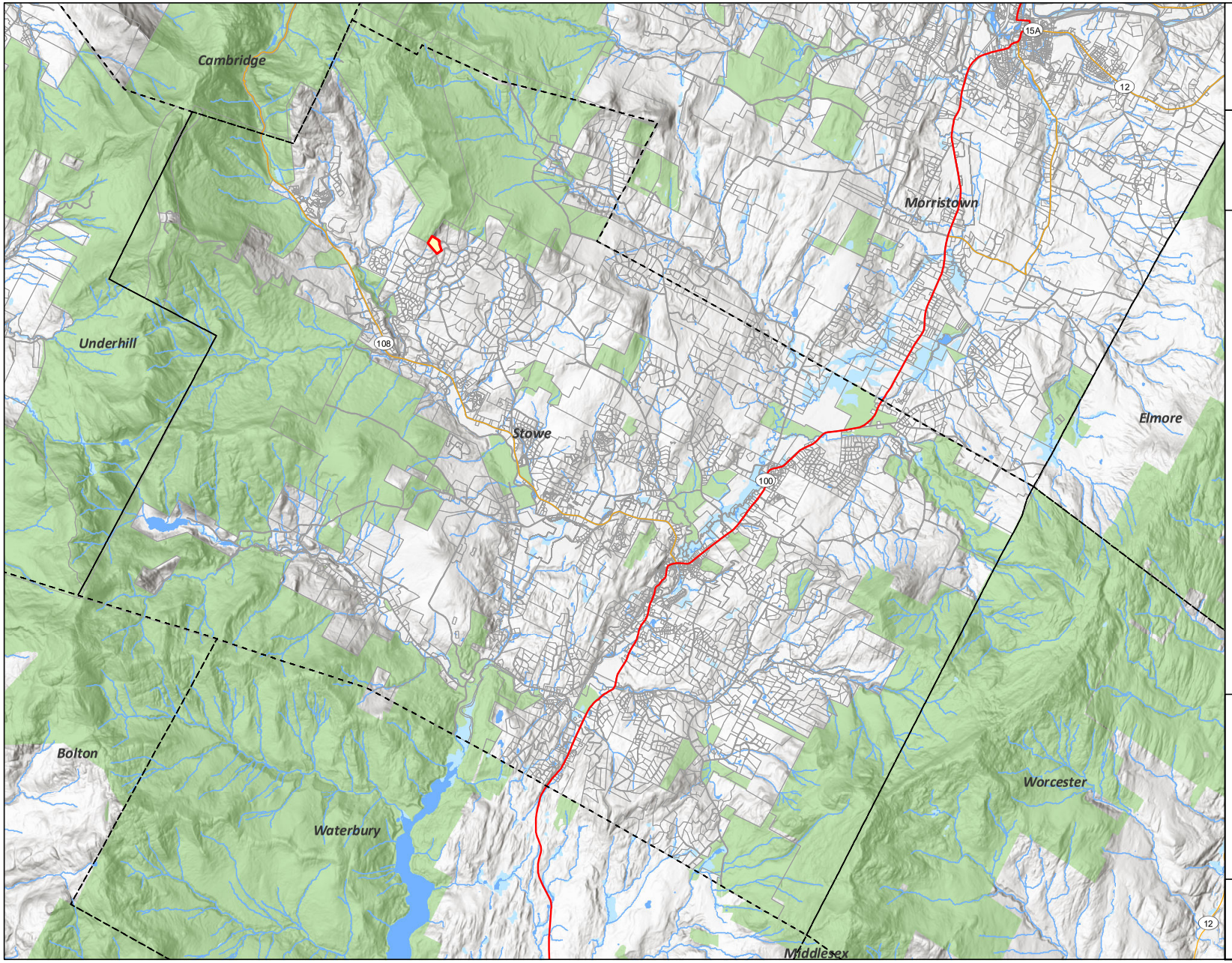
0 75 150 300 Feet

Scale: 1 " = 150 '

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

LandVest

Document Name: VT1551 ortho



189 Upper Springs Road

Stowe, VT

Town Locus

LEGEND

- Subject Property - 15.15 ±Ac
- Adjacent Properties
- Protected Land
- Open Water
- Wetlands
- Perennial Streams
- Intermittent Streams



Notes:
Credits: Background from ESRI 'Terrain Base' map service

Date: 07/24/25

Project Number: VT1551

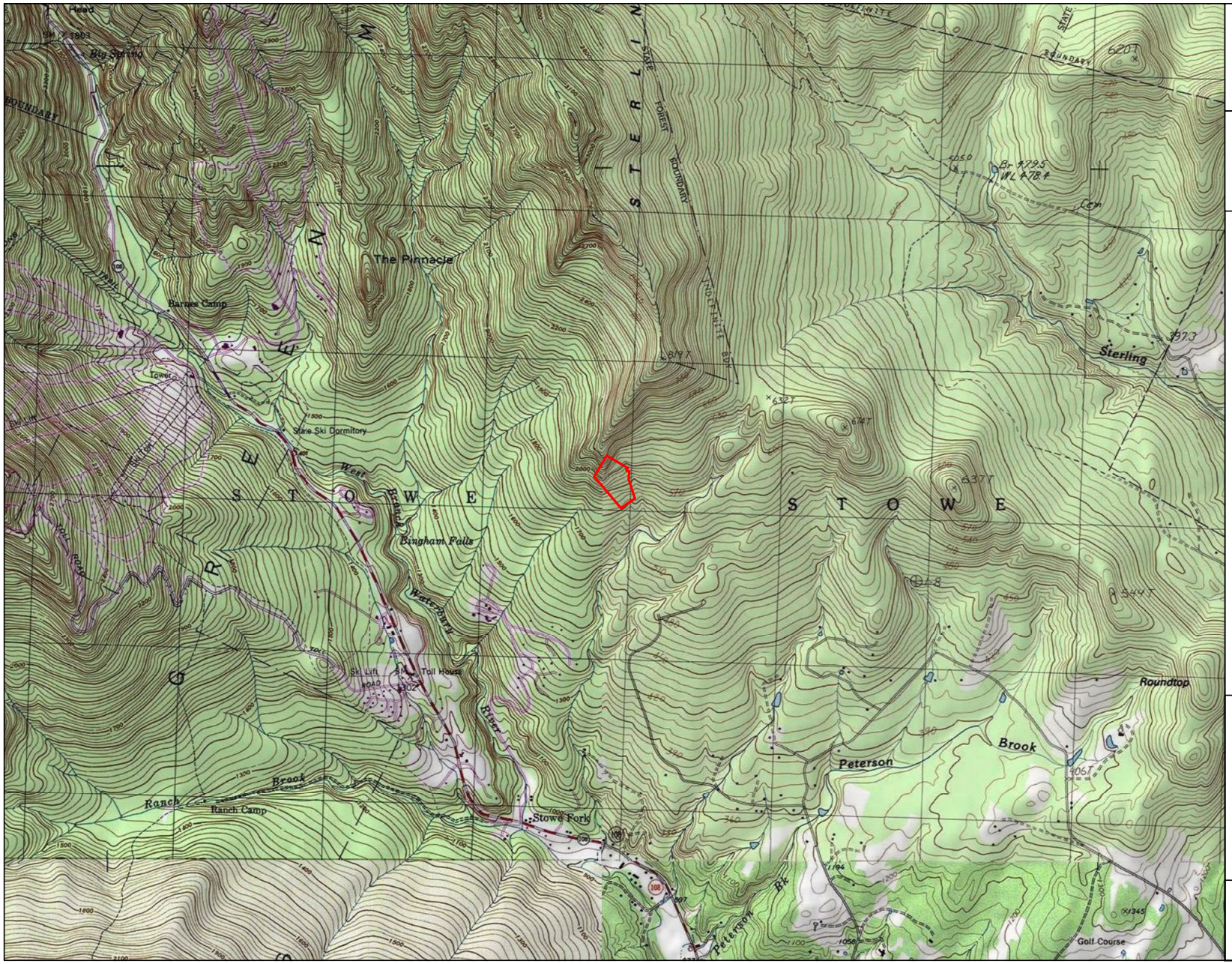
0 3,000 6,000 12,000 Feet

Scale: 1 " = 6,000 '

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

LandVest

Document Name: VT1551 town locus



189 Upper Springs Road

Stowe, VT

USGS Topographic Map

LEGEND

Subject Property - 15.15 ±Ac



Notes:

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

Date: 07/24/25

Project Number: VT1551

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: VT1551 usgs topo plan

PAYABLE TO:
MAIL TO:

Town of Stowe

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

PARCEL ID	BILL DATE	TAX YEAR
30223.070	07/22/2026	26-27

Description: 15.15 AC & DWL
Location: 189 UPPER SPRINGS RD

OWNER [redacted]

SPAN # 621-195-11671 **SCL CODE: 195**
TOTAL PARCEL ACRES **15.15**

FOR INCOME TAX PURPOSES

	ASSESSED VALUE	NONHOMESTEAD
REAL	8,579,600	8,579,600
TOTAL TAXABLE VALUE	**8,579,600**	8,579,600
GRAND LIST VALUES	**85,796.00**	85,796.00

MUNICIPAL TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
Town	0.2343	x85,796.00=	20,101.97
Voter Approved Exemp	0.0023	x85,796.00=	197.33

TOTAL MUNICIPAL TAX 20,299.30
MUNICIPAL STATE PAYMENT
MUNICIPAL NET TAX DUE

EDUCATION TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
NON HOMESTEAD EDUCATION	1.1903	x85,796.00=	102,122.98

1.6430 (state rate) / 138.03% (CLA ÷ SA) = 1.1903

TOTAL EDUCATION TAX 102,122.98
EDUCATION STATE PAYMENT
EDUCATION NET TAX DUE

TAX SUMMARY
Municipal + Education
TOTAL TAX **122,422.28**
TOTAL STATE PAYMENT
TOTAL NET TAX DUE

Revised Bill

Payments		
1	08/17/2026	
2	11/16/2026	
3	02/16/2027	
4	05/17/2027	

Town of Stowe
TAX YEAR 26-27

1ST PAYMENT DUE
08/17/2026
OWNER NAME
[redacted]
PARCEL ID
30223-070
AMOUNT DUE
AMOUNT PAID 0.00
BALANCE DUE
Revised Bill

Town of Stowe
TAX YEAR 26-27

2ND PAYMENT DUE
11/16/2026
OWNER NAME
[redacted]
PARCEL ID
30223-070
AMOUNT DUE
AMOUNT PAID 0.00
BALANCE DUE
Revised Bill

Town of Stowe
TAX YEAR 26-27

3RD PAYMENT DUE
02/16/2027
OWNER NAME
[redacted]
PARCEL ID
30223-070
AMOUNT DUE
AMOUNT PAID 0.00
BALANCE DUE
Revised Bill

Town of Stowe
TAX YEAR 26-27

4TH PAYMENT DUE
05/17/2027
OWNER NAME
[redacted]
PARCEL ID
30223-070
AMOUNT DUE
AMOUNT PAID 0.00
BALANCE DUE
Revised Bill