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DECLARATION OF CONDOMINIUM

FOR THE

FINNEY CROSSING RESIDENTIAL CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR THE

FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This Declaration of Condominium (the "Declaration") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. Declarant is the owner in fee simple of 0.66 acres of land, more or less, located off of U.S. Route 2 in Williston, Vermont, together with all easements, rights, appurtenances, and improvements thereto, described in Exhibit "A" attached hereto (the "Property") and depicted as Lot CR-19 on a four-page subdivision plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3) and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, by revision to Sheet 2 of 4, last revised July 23, 2013 and recorded in Map Slide 070C of the Town of Williston Land Records and by revisions to Sheets 1 through 4 of 4, last revised March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101C of the Town of Williston Land Records, as revised by revision to Sheet 4 of 4 dated September 21, 2015 and recorded as Map Slide 130D of the Town of Williston Land Records (the "Plat").

2. Declarant intends to establish a multi-unit condominium on the Property known as the Finney Crossing Residential Building Condominium (the "Condominium"), substantially as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide ____ of the Town of Williston Land Records (the "Condominium Plan") attached hereto as Exhibit "B", comprised of a condominium regime, to be created pursuant to the Development Rights reserved herein.

3. The Declarant has received permits and approvals for the construction of nine (9) condominium units in one building on the Property with parking garage areas, as shown on the Condominium Plan attached hereto as Exhibit "B" and the Floor Plans attached hereto as Exhibit "C". The Declarant is reserving additional development rights to construct additional buildings on adjacent properties and adding them to the Condominium.

4. Declarant has established a condominium association known as the Finney Crossing Residential Condominium Owners' Association, Inc., a Vermont non-profit corporation (the "Condominium Association"), which will be responsible for maintaining and/or overseeing the maintenance, repair and upkeep of all of the Common Elements in the Condominium. All Unit Owners in the Condominium will be members of the Condominium Association.

5. The Condominium is located within a larger residential planned community, known as Finney Crossing, and the Declarant previously subjected these lands to the terms and conditions of the master Declaration of Planned Community for Finney Crossing dated March 13, 2012 and recorded in

Volume 480 at Pages 522-584 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated May 10, 2012 and recorded in Volume 483 at Page 231 of the Town of Williston Land Record, by Second Amendment to Declaration dated February 4, 2013 and recorded in Volume 495 at Page 444 of the Town of Williston Land Records, by Third Amendment to Declaration dated July 10, 2013 and recorded in Volume 502 at Page 530 of the Town of Williston Land Records, by Fourth Amendment to Declaration dated January 10, 2014 and recorded in Volume 508 at Page 492 of the Town of Williston Land Records, by Fifth Amendment to Declaration dated February 18, 2014 and recorded in Volume 509 at Page 161 of the Town of Williston Land Records, by Sixth Amendment to Declaration dated October 24, 2014 and recorded in Volume 516 at Page 1038 of the Town of Williston Land Records, by Seventh Amendment to Declaration dated December 4, 2014 and recorded in Volume 518 at Page 141 of the Town of Williston Land Records and by Eighth Amendment to Declaration dated of or about even date herewith and to be recorded Town of Williston Land Records (the "Finney Crossing Master Declaration"). Therefore, the Condominium is subject to both the terms and conditions of this Declaration and the terms and conditions of the Finney Crossing Master Declaration.

6. In connection with the operation of Finney Crossing, Declarant has created a master association known as the Finney Crossing Residential Master Association, Inc. (the "Master Association"), which is responsible for the maintenance, repair and replacement of the common elements of the Finney Crossing planned community, consisting of the common lands and common elements of Finney Crossing which benefit the Condominium and other development parcels and residential units, but are located outside of the boundaries of the Property and the Condominium. All Unit Owners in the Condominium will be members of and will be subject to assessments by both the Condominium Association and the Master Association.

NOW, THEREFORE,

Declarant hereby makes and executes this Declaration of Condominium for the purposes stated herein and upon the following terms and conditions.

ARTICLE 1
Submission; Defined Terms

Section 1.1. **Submission**. Declarant hereby submits the Property to this Declaration and to the provisions of Title 27A V.S.A. §§ 1-101 et seq., known as the Vermont Common Interest Ownership Act, as amended from time to time (the "Act"), and hereby creates with respect to the Property a condominium to be known as the "Finney Crossing Residential Condominium" which shall be created, held, sold, transferred, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to the reservations, covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of the Property, and which shall run with the title to the Property, and which shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their respective heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each and every owner of all or any portion of the Property.

Section 1.2. **Definitions**. Each capitalized term used herein without definition shall have the meaning specified in this Declaration or the Bylaws of the Finney Crossing Residential Condominium Owners' Association, Inc. attached hereto as Exhibit "E" (the "Bylaws"), or if not otherwise defined in this Declaration or the Bylaws then as defined in the Act:

"Act" means the Vermont Common Interest Ownership Act 27A V.S.A. §§ 1-101 et seq., as amended from time to time.

"Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and the votes in the Condominium Association, as further described in Exhibit "D" attached hereto.

"Assessment" means the amount assessed against the owners of each Unit from time to time by the Condominium Association described below in the manner provided herein. The Assessment shall also include each Unit's Owner's share of the Master Association assessments.

"Board" means the board of directors of the Condominium Association charged with the management and operation of the Condominium Association, being the Executive Board as defined in the Act and Bylaws.

"Building(s)" means the structure(s) and related improvements which, upon construction, contain the Units in the Condominium.

"Bylaws" means the Bylaws of the Condominium Association set forth in Exhibit "E" attached hereto, as amended from time to time.

"Common Elements" means all portions of the Property and appurtenances thereto other than the Units.

"Common Expenses" means the expenditures made by or financial liabilities of the Condominium Association and any allocations to reserves.

"Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to § 2-107 of the Act.

"Condominium" means the Finney Crossing Residential Condominium, a Common Interest Community for the Property in which portions of the real estate (the Units) are designated for separate ownership and the remaining portions of the real estate (the Common Elements) are designated for common ownership solely by the owners of the Units.

"Condominium Association" means the Finney Crossing Residential Condominium Owners' Association, Inc., a Vermont non-profit corporation organized under § 3-101 of the Act to manage, maintain, repair and replace the Common Elements of the Condominium.

"Condominium Plan" means the plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide ____ of the Town of Williston Land Records (the "Condominium Plan").

"Declarant" means The Snyder Taft Corners LLC, and its successors and assigns.

"Declaration" means this Declaration of Condominium for the Finney Crossing Residential Building Condominium, as it may be amended from time to time, and includes all of the Exhibits hereto.

"Development Rights" means any right or combination of rights reserved by the Declarant in this Declaration to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or convert Units into Common Elements, or to add or withdraw real estate from the Condominium. The Declarant's Development Rights include the Special Declarant Rights defined in the Act.

"Finney Crossing" means the planned community depicted on the Plat and Plans that has been declared by Declarant in the Finney Crossing Master Declaration.

"Finney Crossing Master Declaration" means the Declaration of Planned Community for Finney Crossing, consisting of the lands containing the Condominium and additional lands as shown on the Plat.

"First Mortgagee" means the holder of any first mortgage lien or the beneficiary under any first deed of trust encumbering a Unit. The term "mortgage" includes both mortgages and deeds of trust.

"Floor Plans" means the plans entitled: "First Floor Plan (and Second Floor Plan) Finney Crossing Residential Condominium, Building C4," Sheet A1.0 and Sheet A2.0 prepared by Michelle Dufresne, Architect, dated June 1, 2016. The Floors Plans certify the location and dimensions of each of the Units in the Condominium and are filed in the Town of Williston Land Records, copies of which are attached hereto as Exhibit "C", as amended from time to time.

"Institutional," as used in conjunction with "Lender," "Holder," "Mortgagee," or "First Mortgagee," means commercial and savings banks, savings and loan associations, trust companies and established mortgage companies, insurance companies, private mortgage insurance companies, pension funds, any corporation, including a corporation of or affiliated with the State of Vermont or United States Government, including, without limitation, the Vermont Economic Development Agency and its affiliates, or any federal credit unions, and other entities or agencies chartered under federal or state laws.

"Limited Common Elements" means a portion of the Common Elements allocated for the exclusive use of one or more, but less than all, of the Units.

"Master Association" means the Finney Crossing Residential Master Association, Inc., a Vermont non-profit corporation organized under § 3-101 of the Act to manage, maintain, repair and replace the common elements of the planned community described in the Finney Crossing Master Declaration.

"Plat" means the four-page subdivision plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3) and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, by revision to Sheet 2 of 4, last revised July 23, 2013 and recorded in Map Slide 070C of the Town of Williston Land Records and by revisions to Sheets 1 through 4 of 4, last revised March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101C of the Town of Williston Land Records, as revised by revision to Sheet 4 of 4 dated September 21, 2015 and recorded as Map Slide 130D of the Town of Williston Land Records (the "Plat").

"Property" means the real property, together with any improvements located thereon, which is declared and subjected to this Declaration by incorporation in the description set forth in Exhibit "A," as amended from time to time, as such Property may be expanded as permitted herein.

"Rules and Regulations" means the provisions and limitations promulgated from time to time by the Board governing the use of the Common Elements and Units. A Rule is any policy, guideline, restriction, procedure, or regulation which is not set forth in the Declaration or Bylaws which governs conduct or the appearance of the Property.

"Unit" means a physical portion of the Condominium designed for separate ownership, the boundaries of which are described in Article 2 of this Declaration, together with all other appurtenant rights described in this Declaration.

"Unit Owner" or "Owner" means the Declarant or other person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the owner of any Unit created by this Declaration until the Unit is sold or conveyed.

ARTICLE 2
Condominium Property

Section 2.1. **Property**. The Property consists of all and the same lands and premises, together with improvements thereon, and all easements benefitting and burdening the Property, and rights appurtenant thereto, as depicted and described in the Property Description attached hereto as Exhibit "A" and the Plat. The Property is subject to the Declarant's rights reserved in Article 13 hereof.

Section 2.2. **Description of Condominium Generally**. As of the date hereof, the condominium development that is subject to this Declaration consists of one Building on the Property containing nine (9) units as depicted on the Condominium Plan and Floor Plans. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described below in Article 13, Declarant reserves the Development Rights for the construction of additional Buildings and Units on adjacent lots depicted as Lot CR-1 and Lot CR-4 as shown on the Plat and Condominium Plan.

In the event that Units are added to or subtracted from the Condominium, the Allocated Interests in the Common Elements and Limited Common Elements appurtenant to the existing Units will be redetermined as set forth herein and in Exhibit "D", as amended from time to time.

Section 2.3. **Description of Buildings**. The location of the Building which contains the Units in the Condominium is shown on the Condominium Plan. Article 13 sets forth development rights, which include the construction of additional Buildings and Units on adjacent lots depicted as Lot CR-1 and Lot CR-4 on the Plat and Condominium Plan.

The principal materials of which the Building is to be constructed are: concrete foundation, wood or metal frame construction, concrete, cementitious or wood siding over composite board for sheathing the exterior walls, asphalt or slate composite shingled roof or standing seam metal roof, and gypsum wallboard (sheetrock) for the interior walls. Units C4-2 and C4-3 of the Condominium will consist of two-story units while Units C4-1 and C4-4 through C4-9 will consist of one level units.

Section 2.4. **Description of Units and Improvements**. The Units and other improvements to the Property are depicted and described in the Floor Plans attached hereto as Exhibit "C", which show the layout, number of rooms, and approximate square footage of each Unit. Exhibit "D" is a list of all Units made subject to the Condominium on the date hereof, the assigned value of each Unit, and the Allocated Interests in the Common Elements allocated to each Unit.

Section 2.5. **Unit Boundaries**. The Units are single and two level units having a direct exit to a Limited Common Element or Common Element. The Units are depicted on the Floor Plans. In accordance with 27A V.S.A. § 2-109(h)(2), each Unit has the following described boundaries:

The lower boundary of each Unit is the floor of the Unit measured inward from the upper surface of the subfloor.

The upper boundary of each Unit is the ceiling of the Unit measured inward from the exterior surface of the gypsum wallboard (meaning thereby, the surface of such wallboard which touches the ceiling joist to which it is attached). For Units C4-2 and C4-3, the upper boundary will be the ceiling of the rooms in the upper floor of the Unit.

The vertical (perimetric) boundaries of each Unit are the perimeter load-bearing walls and the party and/or interior walls between the Units and/or corridors, measured inward from the exterior surface of the gypsum wallboard (meaning thereby, the surface of such wallboard which touches the stud to which it is attached). All wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the Unit shall be a part of the Unit, and all other portions of the walls, floors, ceilings and spaces exterior to the Unit boundaries shall be part of the Common Elements.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of it serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Subject to the foregoing, all spaces, interior partitions and other fixtures, improvements and appliances within the boundaries of a Unit shall be a part of the Unit.

Each Unit shall have the burdens and the benefits of the easements set forth in Article 5 herein.

ARTICLE 3
Common Elements

Section 3.1. **Limited Common Elements**.

(a) A "Limited Common Element" is a portion of the Common Elements allocated for the exclusive use of one or more than one, but fewer than all, of the Units.

(b) All fixtures or improvements designated to serve, attached to, or adjacent to a single Unit, but located outside the Unit's boundaries, all areas designated on Exhibit "C" (Floor Plans) as front and back entrances, stairways, porches, decks, shutters, awnings, window boxes, doorsteps, stoops, balconies, patios, and all exterior doors and windows, any storage areas allocated to the Unit and designated parking garage areas (discussed below), are Limited Common Elements allocated exclusively to that Unit to which they are appurtenant. Except as otherwise provided herein, any expense for maintenance, repair or replacement relating to the Limited Common Elements shall be treated as and paid for as part of the Common Expenses, but shall be allocated to the respective Unit.

Section 3.2. **Common Elements**.

(a) The "Common Elements" include the Limited Common Elements and consist of all the Property and appurtenances thereto described and depicted on Exhibits "A," "B" and "C" except the Units.

(b) Except as otherwise set forth herein as to the use of the Limited Common Elements, the Common Elements shall remain undivided and shall be devoted to the common use and enjoyment of all Unit Owners. No Unit Owner or any other person shall maintain any action for partition or division thereof, unless the Property has been removed from the provisions of this Declaration pursuant to the Act.

(c) Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Unit Owners. Use of the Common Elements shall be subject to the limitations set forth herein for use of the Limited Common Elements and to the Rules and Regulations regarding use thereof as shall be established from time to time by the Board.

(d) The Common Elements include, without limitation:

(i) All easements, restrictions, and other encumbrances included with the Property as described in Exhibit "A" or depicted on Exhibit "B" or as described in the Finney Crossing Master Declaration.

(ii) All common porches, entrances, lobby areas, stairways, stairwells, common storage rooms, mechanical rooms, and service rooms, if any.

(iii) The common portions of the Building including foundations, footings, basement slabs, bearing walls, perimeter walls, exterior siding and trim, main walls, footings, roofs, columns, girders, beams and supports.

(iv) Utility lines, equipment and other improvements serving the Property or serving more than one Unit.

(v) The driveways, walkways, courtyards, all surface parking areas, all water mains and lines, gravity sewer mains, and sewer force mains, the stormwater drainage system located on the Property, including drains, catch basins, closed lines and sediment treatment tanks, walls, fences, trees, shrubs, landscaping, and other site improvements located on the Property.

Section 3.3. **Allocated Interests**. The value of each Unit and each Unit's Allocated Interest in the Common Elements and Limited Common Elements is set forth on the attached Exhibit "D." A Unit's Allocated Interest shall be redetermined in accordance with Exhibit "D" as additional Units are made a part of the Condominium, if any. Except as otherwise set forth herein for the redetermination of the Allocated Interest by Declarant upon the filing of an amendment to this Declaration to add additional Units, the percentages determined in accordance with Exhibit "D" shall be of a permanent character and may not be changed without the consent of all Unit Owners. The Unit's Allocated Interest shall be determinative of all matters under the Act, this Declaration and the Bylaws which are properly determined by reference to the respective percentages, including, but not limited to the weight of each Unit Owner's vote for Association purposes, the allocation of Common Expenses and the allocation of common expenses and assessments by the Master Association.

ARTICLE 4
Occupancy and Use Restrictions

Section 4.1. **Use of Unit**. Each Unit shall be used for residential purposes only and no trade or business of any kind may be carried on therein, except customary home occupations and leases for residential purposes, provided such leases are for a term of not less than six (6) months, subject to such other requirements as may be set forth in the Rules and Regulations and the terms and conditions of the Finney Crossing Master Declaration.

The occupancy of each Unit is subject to and benefitted by all easements, restrictions and permits of record, as depicted on the Plat and Condominium Plan, and described in Exhibit "A."

Section 4.2. **Alteration of Units**. A Unit Owner may make improvements or alterations to a Unit which do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. No structural improvements may be made to a Unit and no change in the appearance of the Common Elements, the exterior appearance of a Unit, or any other portion of the Condominium may be made by any Unit Owner However, after acquiring an adjoining Unit, a Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Units.

The boundaries between adjoining Units may be relocated only in accordance with the terms and requirements of § 2-112 of the Act.

Section 4.3. **Declarant's Reservations**. Declarant reserves the right to use or maintain any portion of the Property as sales offices, management offices, models, and for the placement of signs until such time as the Declarant has conveyed title to all of the Property and Units to Unit Owners. The Unit Owners and the Condominium Association shall not interfere with Declarant's efforts to complete the improvements to the Property to market and sell Units in the Building, or with Declarant's exercise of any Development Rights reserved in Article 13.

Section 4.4. **State and Municipal Laws**. Each Unit Owner shall comply with all applicable permits, codes, laws, ordinances, rules, and regulations, of the State of Vermont and Town of Williston affecting the use of the Units and the Common Elements.

Section 4.5. **Interference with Others**. No Unit shall be used or maintained in a manner which shall interfere with the comfort or convenience of occupants of other Units or contrary to the Bylaws or the Rules and Regulations

Section 4.6. **Parking Allocations**. Each Unit shall be assigned: (a) one (1) parking space in the designated parking garage area within the Building, which shall be appurtenant to the Unit as a Limited Common Element as shown on the Floor Plans; and (b) and one (1) surface parking space in the area in front of the garage door as shown on the Condominium Plan and Floor Plans. The interior parking garage areas are numbered on the Floor Plans attached hereto as Exhibit "C". Any additional surface parking spaces on the Property not assigned to a Unit may be used by Owners, visitors and guests on a first come, first served basis, as determined by the Condominium Association; provided, however, that the Master Association shall have an easement, in common with the Condominium Association and Unit Owners in the Condominium, for the purpose of access and parking in the spaces along the north side of the surface parking area for use by unit owners in the Finney Crossing planned community to use the community building and pool. Every Unit Owner shall be responsible for maintaining their respective garage space and surface space in such a manner as to make the garage space and surface spaces available for parking.

ARTICLE 5
Easements

Section 5.1. **Easement for Access**. Each Unit Owner is hereby granted an easement, in common with Declarant and each other Unit Owner, in all Common Elements for ingress and egress, utility service for, and support, maintenance and repair of each Unit, subject to such reasonable Rules and

Regulations of the Condominium Association. Each Unit Owner is also hereby granted an easement, in common with Declarant and others, for ingress and egress over all common walkways as shown on the Condominium Plan and Floor Plans, and over all portions of the roadways, driveways and walkways shown on the Plat and Condominium Plan. Each Unit is hereby benefitted by and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. Such easements and rights are subject to the limitations upon the use of the Limited Common Elements, and the restrictions set forth herein or in the Rules and Regulations.

Section 5.2. **Easement for Encroachment**. To the extent that any Unit or Common Element unintentionally and non-negligently encroaches on any other Unit or Common Element, an easement for the encroachment shall exist.

Section 5.3. **Easement for Completion; Utilities; Shared Facilities**. Declarant, for itself, and its successors and assigns, reserves the right to grant and reserve easements and rights of way: (i) through, under, over and across the Common Elements and the undeveloped portions of the Property for the installation, maintenance, repair, replacement, and inspection of lines and appurtenances for public or private sewer, water, drainage, gas, electricity, telephone, television, mechanical, electrical, plumbing and other utility services to the Units; (ii) for the purpose of completing the construction of the Building, Units and other improvements on the Property; (iii) for the purpose of erecting, maintaining, and removing signs advertising Units for sale or lease within the Property; and (iv) for the purpose of exercising Declarant's Development Rights to construct and develop additional Units as further described herein.

Section 5.4. **Easement for Support**. Each Unit and the Common Elements shall have an easement for lateral and subadjacent support from every other Unit and the Common Elements.

Section 5.5. **Additional Easements**. The Board of the Condominium Association shall have the power (without submitting the same to the Unit Owners for approval) to authorize the appropriate officers of the Condominium Association to execute any and all instruments conveying such easements as the Board may deem desirable for the benefit of the Condominium over, under, above or through any of the Common Elements for such purposes and upon such terms as the Board, in its sole judgment, deems desirable; provided, however, that all such easements shall be subordinate to the liens and rights of all mortgages and deeds of trust recorded prior in time thereto unless the mortgagee or trustee shall join therein.

Section 5.6. **Upkeep**. Maintenance, repair and replacement of the Common Elements and of the Units shall be as provided for in this Declaration, the Bylaws and the Act. Each Unit Owner shall afford to the Condominium Association, and the other Unit Owners, and to their agents or employees, access across his or her Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible for the damage, or the Condominium Association, if it is responsible, shall promptly repair such damage, restoring the Unit to substantially the condition which existed immediately prior to the event causing the damage.

ARTICLE 6
Damage or Destruction

Section 6.1. **Duty to Restore**. Any portion of the Property for which insurance is required under 27A V.S.A. § 3-113, or for which insurance carried by the Condominium Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Condominium Association unless:

(a) The Condominium is terminated, in which case § 2-118 of the Act shall apply;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners, including every Unit Owner of Units that will not be rebuilt, vote not to rebuild.

Section 6.2. **Cost**. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 6.3. **If Condominium is Not Rebuilt**. If the entire Condominium is not repaired or replaced:

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

(b) Except to the extent that other persons will be distributees: (i) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear in proportion to the Common Expense Liability of all of the Units; and (ii) the remainder of the proceeds shall be distributed to all of the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Expense Liability of those Units.

(c) If the Unit owners vote not to rebuild any Unit, that Unit's Allocated Interest shall be automatically reallocated to the remaining Units upon the vote, and the Condominium Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocation.

ARTICLE 7
Termination; Condemnation

Section 7.1. **Requirements for Termination**. The Condominium may be terminated only by the recorded agreement of the Unit Owners to which at least eighty percent (80%) of the votes in the Condominium Association are allocated and by eligible Institutional Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units that are subject to mortgages, and only in accordance with and subject to the provisions of § 2-118 and 2-124 of the Act.

Section 7.2. **Condemnation**. If all or a part of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages arising from such taking shall be payable in accordance with § 1-107 of the Act.

ARTICLE 8
Insurance

Section 8.1. **Casualty Insurance**. In order to ensure that sufficient reconstruction or repair funds, or both, will be available to the Condominium Association if and when needed, the Board shall insure Condominium facilities (which means the Buildings, Common Elements and Limited Common Elements on the Property) that are normally included in coverage, in such amounts as it shall determine, to provide not less than one hundred percent (100%) of the current replacement value (exclusive of foundations, land, excavations, and other items that are normally excluded from such insurance coverage) in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall protect against fire and all other hazards or perils customarily covered for similar types of condominiums and the proceeds of such insurance shall be used only for the repair, replacement and reconstruction of the Common Elements unless determined otherwise in accordance with Article 6. The Board may elect such endorsements and deductible provisions as are, in its judgment, consistent with good business practice and the purpose for which the insurance is bought, including an election to provide insurance coverage for the Units.

Policies of casualty insurance hereunder shall name the Condominium Association as the insured and the person to which payment is to be made as trustee on behalf of the Unit Owners and lienholders as their interests may appear. A policy shall provide that it may not be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured. Notwithstanding the above, any upgrades or betterments within a Unit shall be separately insured by the Unit Owner.

Section 8.2. **Liability Insurance**. The Board shall also purchase broad form comprehensive liability coverage in such amounts and in such forms as prudent condominium management practice suggests. A policy shall provide that it cannot be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured.

Section 8.3. **Other Provisions**. Insurance policies carried pursuant to this Section shall provide that:

(a) Each Unit Owner is an insured person under the policy to the extent of liability, if any, arising out of his or her interest in the Common Elements or membership in the Condominium Association.

(b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household.

(c) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Condominium Association, will void the policy or be a condition to recovery under the policy.

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Condominium Association's policy provides primary insurance.

Section 8.4. **Fidelity Coverage**. The Condominium Association may obtain fidelity coverage against dishonest acts on the part of the Board, managers, employees and volunteers responsible for handling funds belonging to or administered by the Condominium Association in such amounts and in such forms as prudent condominium management practices suggest. Any such policy shall provide that it cannot be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured.

Section 8.5. **Premiums**. Premiums and expenses for all insurance and fidelity coverage purchased by the Condominium Association shall be Common Expenses. Where insurance premiums are increased as a result of increased risk attributable to a particular Unit, the Unit at issue shall be responsible for the increase, based upon the insurance carrier's appraisal of risk inherent to said Unit. A levy made against a Unit for an increase in premiums may be enforced in the same manner as Common Expenses.

Section 8.6. **Separate Insurance**. No insurance purchased by the Condominium Association shall in any way prejudice the right of each Unit Owner to obtain insurance for his or her own Unit and the property therein for his or her own benefit, nor shall the insurance purchased by the Owner prejudice the Condominium Association's rights and protection under policies purchased by the Condominium Association under this Declaration. All such separate policies of insurance obtained by a Unit Owner shall contain a waiver of subrogation if available.

Section 8.7. **Adjustment; Insurance Trustee**. Any loss covered by the property policy shall be adjusted with the Condominium Association, but the proceeds for that loss are payable to any insurance trustee designated in the policy for that purpose, or otherwise to the Condominium Association, in either case to be held in trust for the Condominium Association, each Unit Owner and such Unit Owner's mortgagee, as their interests may appear.

ARTICLE 9
The Condominium Association

Section 9.1. **Authority**. The business affairs of the Condominium shall be managed by the Condominium Association. The Condominium Association shall be governed by the Bylaws, as they may be amended from time to time. The Condominium Association shall adopt and may amend the Bylaws and the Condominium Association may adopt and amend Rules and Regulations.

Section 9.2. **Membership**.

(a) Each Unit shall be assigned one appurtenant and indivisible membership in the Condominium Association which may not be assigned, hypothecated, pledged or transferred in any manner except as an indivisible appurtenance to the Unit. Multiple or joint Owners of a single Unit shall be treated for all purposes as jointly owning and holding the one membership appurtenant to that particular Unit.

(b) A membership appurtenant to a Unit shall be initiated by subjecting such Unit to the terms of this Declaration. Once a membership is initiated, liability for Common Expenses shall automatically commence. Membership in the Condominium Association shall be owned and held by each Unit Owner, including the Declarant with respect to unsold Units which have been subjected to the terms of this Declaration.

(c) The number of memberships in the Condominium Association shall automatically increase as additional Units are declared and subjected to this Declaration. No membership rights or liability for Common Expenses shall be allocated or attributed to a Unit until the Unit is subjected to this Declaration.

(d) Liability for Common Expenses shall be assessed among the members in accordance with their Allocated Interest, unless altered as hereinafter set forth in Section 9.6.

Section 9.3. **Voting Rights**. Initially, there shall be two classes of membership in the Association, voting memberships and non-voting memberships. A voting membership shall be any membership owned and held by Declarant as Unit Owners. A non-voting membership shall be any membership owned and held by any Unit Owner other than Declarant. All memberships in the Association shall automatically become voting memberships: (i) sixty (60) days after the sale by

Declarant of three-fourths (3/4ths) of the proposed sixty-one (61) Units in the Condominium; (ii) two (2) years after the Declarant have ceased to offer Units for sale in the ordinary course of business; (iii) two (2) years after the exercise of any Development Rights to add new Units; or (iv) upon Declarant amending the Bylaws to make all memberships voting memberships, whichever is the first to occur. Thereafter only one class of voting membership shall exist. Notwithstanding the foregoing, non-voting memberships shall be entitled to vote on those matters, identified in the Act, upon which Unit Owners may vote during the period of control by the Declarant.

When a membership is a voting membership, each Unit Owner, or one of the Unit Owners if record title in a Unit is held by more than one person, shall be entitled to vote in any meeting of the membership. Such person shall be known as the "voting member" of a Unit and shall be designated in a writing signed by all the owners of the Unit and delivered to the Condominium Association.

Section 9.4. **Board of Directors**. The initial Board of the Condominium Association shall be three (3) in number and shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Declarant retains control of the Condominium Association. Notwithstanding the foregoing, at least twenty-five percent (25%) of the members of the Board shall be elected by Unit Owners who are not the Declarant within sixty (60) days after twenty-five percent (25%) of the created Units are conveyed to Unit Owners (other than the Declarant). At least thirty-three and one third percent (33⅓%) of the members of the Board shall be elected by Unit Owners who are not the Declarant within sixty (60) days after fifty percent (50%) of the created Units are conveyed to Unit Owners (other than the Declarant). After the period of Declarant control (described below), each member of the Board shall be an Owner of a Unit.

Section 9.5. **Declarant Control**. The Declarant will transfer control of the Condominium Association: (i) sixty (60) days after the sale by Declarant of three-fourths (¾ths) of the proposed sixty-one Units in the Condominium; (ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; (iii) two (2) years after the exercise of any Development Rights to add new Units; or (iv) voluntary relinquishment in writing by the Declarant (subject to the reserved rights set forth in Section 3-103(d) of the Act), whichever is the first to occur. As long as Declarant retains control of the Condominium Association, no person may record any declaration or amendment to this Declaration or similar instrument affecting any portion of the Condominium without Declarant's written consent thereto, and any attempted recording without compliance herewith shall result in such or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 9.6. **Miscellaneous**. In addition to any other powers and authority given the Condominium Association or its Board in the Bylaws or in this Declaration:

(a) Common Expenses of the Condominium Association shall be borne among the Units in accordance with their Allocated Interest, except that the Board may allocate expenses among the Units on a different basis if the basis is reasonably related to the benefits of the services provided. In addition, allocation of expenses to Units constructed and owned by Declarant, but not occupied, may be less than Assessments allocated to Units which have been conveyed to persons other than Declarant.

(b) The Board may enter into a management agreement to operate the affairs of the Condominium Association until such time as all memberships in the Condominium Association become voting memberships. Within two years after all memberships become voting memberships, any management agreement, maintenance, operations or employment agreement entered into by Declarant may be terminated by the

Condominium Association without cause upon giving ninety (90) days' notice; provided, however, that any such agreement that is unconscionable or was not bona fide may be terminated on ninety (90) days' notice before the expiration of the two year period. In the event of a conflict between the above provisions and any requirements imposed by Institutional Mortgagees, the requirements of the Institutional Mortgagees shall control.

(c) The Condominium Association shall maintain current copies of its Declaration, Bylaws, and any Rules and Regulations concerning the Condominium, as well as its own books, records and financial statements. These will be available for inspection by Unit Owners and First Mortgagees.

(d) The Condominium Association shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. At the initial closing on each Unit, the Declarant shall collect from each purchaser (and forward to the Condominium Association) an amount equal to three (3) months of estimated Association dues. The amounts paid at closing shall not be considered an advance payment of regular Association dues, but shall be part of the Condominium Association's working capital fund. Once control of the Condominium Association is transferred to the Unit Owners (in accordance with Section 9.5), the working capital fund shall be deposited into a segregated account. The Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Condominium Association. However, when unsold Units are sold, the Declarant may reimburse itself for funds it paid the Condominium Association for an unsold Unit's share of the working capital fund by using funds collected at closing when the Unit is sold.

(e) The Board shall appoint one of its members to act as the representative of the Owners for Master Association business and to vote the Owners' membership interest in the Master Association.

ARTICLE 10
Assessment and Collection of Common Expenses

Section 10.1. **Definition of Common Expenses**. Common Expenses shall include:

(a) Expenses of administration, maintenance, and repair or replacement of the Common Elements, together with the Condominium Association's pro rata share of the expenses assessed by the Master Association for the administration, maintenance, repair and replacement of the common elements of the planned community;

(b) Expenses declared to be Common Expenses by the Board or by the Act;

(c) Expenses agreed upon as Common Expenses by the Condominium Association; and

(d) Such reserves as may be established by the Condominium Association, whether held in trust or by the Condominium Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Condominium Association.

Section 10.2. **Assessment and Apportionment of Common Expenses**. Except as provided below and in Sections 9.6 and 10.3, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interest in the Common Expenses as shown on Exhibit "D" to this Declaration and shall be due and payable on a monthly basis on or before the first day of each applicable month. If the Common Expense Liability is modified due to a redetermination of the Allocated Interests (as described above in Sections 2.2 and 3.3), any Assessments for Common Expenses not yet due shall be recalculated in accordance with the modified Common Expense Liability.

Except as otherwise noted below, all other utilities will be separately metered for each Unit and each Unit Owner shall be responsible for paying for their own utilities. The Assessments for Units will also include additional charges for providing electricity and maintenance for the common parking areas, as more particularly described in the budget.

Section 10.3. **Common Expenses Attributable to Fewer than all Units**. The following expenses may be assessed against less than all of the Units:

(a) Any Common Expense for services provided by the Condominium Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities or construction of the Unit shall be assessed against that Unit.

(c) Assessments to pay a judgment against the Condominium Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense Liabilities.

(d) Any Common Expense arising from the misconduct of a Unit Owner.

(e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Declaration, the Bylaws, the Rules and Regulation of the Condominium Association, and the Act are enforceable as Common Expense assessments.

(f) Any expense incurred by the Board and/or the Condominium Association on behalf of a Unit Owner or as a result of a Unit Owner's failure to perform any of the obligations under Section 11.2(b) hereof is a Common Expense.

(g) Any common expense benefiting fewer than all of the Units or their Owners may be assessed exclusively against the Units or Unit Owners benefited.

Section 10.4. **Lien**. The Condominium Association has a statutory lien on a Unit in accordance with § 3-116 of the Act for any Assessment imposed against a Unit Owner. The lien shall be subordinate to a first mortgage on a Unit recorded before the date on which the assessment to be enforced became delinquent; provided, however, that in accordance with § 3-116(b)(3) of the Act, the lien shall have priority over a first mortgage deed recorded before the date on which the assessment to be enforced became delinquent, but only to the extent of Common Expense Assessments based on the periodic budget adopted by the Condominium Association which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien.

Section 10.5. **Budget Adoption and Ratification**. The budget for the Condominium Association shall be adopted pursuant to the procedures set forth in Article 5 of the Bylaws.

Section 10.6. **Certificate of Payment of Common Expense Assessments**. The Condominium Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Assessments against the Unit and any other matters required by § 4-109 of the Act. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Condominium Association, the Board or Directors and every Unit Owner.

Section 10.7. **Payment of Common Expenses**. All Common Expenses assessed under Sections 10.2 and 10.3 shall be due and payable quarterly. Any past due Common Expenses or monthly installment of Common Expenses shall accrue interest at the rate of twelve percent (12%) per annum.

ARTICLE 11
Maintenance

Section 11.1. **Maintenance of Common Elements**. The Condominium Association shall be responsible for overseeing the maintenance and upkeep of the Common Elements in Condominium. The Common Elements to be maintained by the Condominium Association, include, without limitation, exterior portions and roof of the Building, all driveways, walkways, the parking lot, all sewer lines, water lines, the stormwater infrastructure, lighting, landscaping, walls or other site improvements, open space, utility lines and facilities, and including the Limited Common Elements, except for such maintenance of the Limited Common Elements as the Board shall, from time to time, delegate to the Unit Owners appurtenant thereto. The Condominium Association shall also be responsible for all snow removal from all driveways, walkways and the parking lot.

The maintenance shall be performed in a in a professional manner customary to the respective trade. In addition, the Condominium Association shall have the right, but not the obligation, to maintain property not owned by the Condominium Association where the Board has determined that such maintenance would benefit the Owners. The Condominium Association shall also have the obligation to maintain such property not owned by the Condominium Association as required by any permit or approval for the Property by any governmental agency.

Section 11.2. **Maintenance of Units**.

(a) Each Unit Owner shall maintain, repair and replace, at his or her own expense, all interior portions of his or her Unit. However, the Board may, by resolution, decide to maintain any portion of the Units. Such maintenance shall be consistent with this Declaration. In addition, each Owner shall be responsible for paying the real estate taxes assessed against the Unit, and for insuring the personal property and/or betterments within the Unit.

(b) In the event that a Unit Owner should fail to perform any obligation required in Subsection (a) hereof as may be determined by the Board, then the Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency as determined by the Board, it may act immediately; and in all other cases the Board may act hereunder following thirty (30) days written notice to the Unit Owner. All expenses incurred by the Condominium Association as a result of taking action under this section shall be chargeable to the Unit

ARTICLE 12
Compliance and Default

Section 12.1. **Compliance**. Each Unit Owner shall be governed by and with, all of the provisions of this Declaration, the Bylaws of the Condominium Association, any Rules and Regulations established by the Condominium Association, as the same may be amended from time, the Finney Crossing Master Declaration, the bylaws of the Master Association, any rules and regulations established by the Master Association, as the same may be amended from time, and the Act. In addition to the remedies provided by the Act, the Declaration, or the Bylaws, the failure of a Unit Owner to comply with any of said requirements shall entitle the Condominium Association acting through its Board or through its agent or an aggrieved Unit Owner, to the following relief after appropriate notice to the defaulting Unit Owner:

(a) **Liability**. An Owner shall be liable for the expenses of any maintenance, repair, or replacement rendered by the Owner's gross negligence or by that of any invitee or guest, even if the Condominium Association maintains insurance for such damage. No Owner shall conduct any activity which may result in an increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances, or of the Common Elements.

(b) **Fines/Suspension**. The Board of Directors of the Condominium Association shall have the right to impose upon a defaulting Owner a reasonable fine, commensurate with the severity of the violation of any of the provisions of the above-referenced documents, which fine shall become a continuing lien against the Unit of the defaulting Owner enforceable in the manner provided by the Act and the Bylaws. In addition, the Condominium Association may suspend the right or privilege of a Unit Owner who fails to pay an Assessment, but in so doing the Condominium Association may not deny a Unit Owner the right to occupy their Unit, suspend the Unit Owner's right to vote, prevent the Unit Owner from seeking election to the Board, or withhold services to the Unit Owner if the effect would be to endanger the health, safety or property of any person

(c) **Injunctions**. The Board or any aggrieved Unit Owner shall have the right or remedy by appropriate legal proceedings, either at law or in equity, to abate or enjoin the continuance of any violation of the provisions of the above-referenced documents, including, without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any combination thereof, and any other relief afforded by a court of competent jurisdiction. Such remedies shall be deemed cumulative and shall not constitute an election of remedies. The failure of the Condominium Association or its Board to enforce any rights, covenants, or conditions of the Condominium shall not constitute a waiver of the right to enforce such rights, covenants, or conditions in the future. There shall be and there hereby is created and declared to be, a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the covenants and restrictions of the Declaration or Bylaws shall so damage the community and its property values that it cannot be adequately remedied by action at law or exclusively by recovery of damages.

(d) **Costs and Attorneys' Fees**. In any proceeding of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Bylaws, or the Rules and Regulations of the Condominium Association, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

Section 12.2. **Rights of Unit Owners**. Each Unit Owner shall have a right of action against the Condominium Association for failure of the Condominium Association to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations of the Condominium Association, or the decisions made by the Condominium Association; provided, however, that the Condominium Association shall have the right to use its discretion regarding an enforcement action pursuant to the provisions of Section 3-102(g) of the Act.

Section 12.3. **Waiver**. No provision of this Declaration shall be deemed to have been waived by reason of any failure to enforce regardless of the occurrence of violations or breaches from time to time.

ARTICLE 13
Declarant's Reserved Development Rights

Section 13.1. **Easement for Completion**. For as long as the declarant owns any interest in the Property, including reserved development rights, the Declarant hereby reserves for itself and its successors and assigns, easements, rights of way, and licenses, and the right to grant easements, rights of ways and licenses to others, over, under, across and through all of the Property for the purpose of: (i) completing the improvements to the Property described in this Declaration, including the Building, driveways, sewer lines, water lines, stormwater drainage systems, parking areas, sidewalks, walls, fences, trees, shrubs, landscaping, and utility lines, equipment and improvements, and for the purpose of sales activities, such as erecting signs advertising the Condominium, as well as for access and utilities required for the full development of the Condominium, including rights of access over all portions of the Common Elements, including the right to connect to and use all common infrastructure and utilities and the Shared Facilities (described below in Exhibit "A"), including roads, driveways, sewer lines, water lines, stormwater drainage systems, parking areas, sidewalks, walls, fences, trees, shrubs, landscaping, and utility lines, equipment and improvements, and for the purpose of sales activities, such as erecting signs and advertising; (ii) providing utility service to the Property; and (iii) compliance with permits, laws, rules, regulations, ordinances and other governmental requirements.

Section 13.2. **Easement for Subdivision**. Each Owner acknowledges, by acceptance of a Condominium Deed, that the Declarant has the right to construct any of the nine (9) Units on the Property and to create additional Units on Lots CR-1 and CR-4 as shown on the Condominium Plan, and that the Declarant or third parties may also, in the future, seek to develop the Property in a different manner, subject to the specific limitations set forth in this Declaration, including the right to add such additional lands and units to the Condominium as set forth in this Declaration.

Section 13.3. **Alteration of Units or Buildings**. Declarant reserves the right to alter the design and arrangement of the Units and Buildings, said right to last as long as the Declarant controls the Condominium Association or owns any of the Units or Buildings so altered, or owns any interest in the Property. If Declarant shall make any such alterations, they shall be reflected in an amendment to this Declaration. The Declarant may make any structural alterations within or affecting any Unit, so long as Declarant owns said Unit, without the prior written consent of the Board. In addition Declarant reserves the development right to construct additional Buildings and improvements on the Property and the right to amend this Declaration to add Units to the Condominium as shown on the Condominium Plan.

Section 13.4. **Amendment to Enlarge or Alter Condominium**. For so long as the Declarant owns any interest in the Property including reserved development rights, the Declarant reserves for itself and its successors and assigns, the absolute right, which may be exercised at any time or from time to time in the Declarant's sole discretion, to develop and improve all of the Property including the construction of additional Buildings and incorporation of additional Units to the Condominium. The location and configuration of the Buildings proposed for the Property on the Condominium Plan and Floor Plans may be modified by the Declarant in its sole discretion. Declarant also reserves the right, in its sole discretion, at any time or from time to time to amend this Declaration to complete the Condominium, to subject additional property to this Declaration including Lots CR-1 and CR-4 as shown on the Condominium Plan, to construct additional Buildings and Units or development infrastructure (including wastewater and stormwater systems) on and around the Property and to develop the Property and adjacent lands including Lots CR-1 and CR-4 for the maximum density allowed under the Town of Williston zoning and applicable wastewater regulations and to subject such lands and corresponding lots and units to this Declaration.

Section 13.5. **Easement for Further Development**. For so long as the Declarant owns any interest in the Property, the Declarant hereby reserves for itself and its successors and assigns, without restriction or limitation, perpetual non-exclusive easements, rights of way, and licenses, and the right to grant easements, rights of way and licenses, over, under, across and through all of the Property and any adjacent lands subjected to the Declaration, including Lots CR-1 and CR-4 as shown on the Condominium Plan, for the purpose of storing building materials and supplies and equipment used in improving the Property and any adjacent lands subjected to the Declaration, including Lots CR-1 and CR-4; construction, maintenance, repair, replacement of Buildings, roads, driveways, sidewalks, walls, fences, trees, shrubs, landscaping, utility lines, equipment and other improvements included as part or necessary to serve the portion of the Property being developed by Declarant and any Buildings located thereon; making future connections, hookups, and tie-ins to utility lines, equipment, and other improvements constructed to serve the Property, the Buildings or other improvements located thereon for the benefit of future units or dwellings including connection to other existing or future buildings within Finney Crossing, as the same may be amended or modified. The easements, rights of way and licenses reserved hereunder shall be sufficient in scope to permit development, use and occupancy on the Property of as many Buildings and Units as the Declarant in its sole discretion shall determine.

Section 13.6. **Permits and Approvals for Further Development**. Each Unit Owner acknowledges, by acceptance of a Warranty Deed, that the Declarant has the present right to develop the Building and nine (9) Condominium Units on the Property, and that the Declarant may, in the future, seek to develop the Property in a different manner, subject to the specific limitations set forth in this Declaration, including the right to construct additional Buildings and Units on the Property and adjacent lands depicted on the Plan including Lots CR-1 and CR-4 for the maximum number of units allowed under the Town of Williston zoning and applicable wastewater regulations. In such event, neither the Condominium Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Development Rights or Special Declarant Rights without the prior written consent of the Declarant, nor shall the Condominium Association or any Owner oppose, either directly or indirectly, such development and shall cooperate or cause the Condominium Association to cooperate with such development by executing permit applications if necessary.

Each Unit Owner acknowledges that in connection with the development, construction or alteration of improvements on the Property, as may be expanded to include additional real property, and the development of Finney Crossing, such work may create a certain amount of noise, dust, vibration and inconvenience. As long as such work is performed within generally accepted construction practices and during generally accepted work hours, no Unit Owner shall formally object to or seek to preclude, impede or obstruct such work.

Section 13.7. **Amendments Under this Article**. Any amendment to this Declaration permitted by this Article need be signed and acknowledged only by the Declarant, and it shall be deemed that the Condominium Association, Unit Owners, lienholders or mortgage holders have voted for such amendment or amendments. In addition, prior to the sale of any Units, the Declarant may make whatever amendment it deems advisable, in its sole discretion, without the consent of any person.

Section 13.8. **Transfer of Declarant's Development Rights**. Declarant's reserved Development Rights may be transferred in accordance with § 3-104 of the Act. No amendment to this

Declaration may be made to diminish or alter the Declarant's reserved Development Rights and/or Special Declarant Rights without the written consent of Declarant.

ARTICLE 14
Covenants and Environmental Restrictions

Section 14.1. **Use of Property Subject to Permits**. The Property may be used and conveyed only in accordance with the conditions of all permits and approvals issued for the Property; all protective covenants and easements and rights of way for utilities of record; and as all of the foregoing may be amended from time to time and as set forth on Exhibit "A".

Section 14.2. **Promulgation of Rules and Regulations**. The Board may, from time to time, promulgate, modify, or delete use restrictions and Rules and Regulations applicable to the Units and the Common Elements pursuant to the requirements of Section 5.6 of the Bylaws. The Condominium Association, acting through the Board, shall have standing and the power to enforce such standards.

Section 14.3. **Satellite Dishes/Utilities/Balconies**. No satellite dishes or television antennas shall be installed on the exterior portion of the Building without the prior approval of the Board. Balconies shall be kept in a clean and neat appearance and shall not be used for the storage of any personal property (including bicycles or other outdoor equipment or property), other than patio furniture. No clothes shall be hung from balcony railings. No flower boxes or any other items shall be placed on balcony railings. All patio furniture on the balconies shall be neutral in color and shall be no higher than the top of the balcony railing, it being the intention of the Declarant that the building exteriors shall be neat, clean and uniform in appearance; that only a reasonable amount of patio furniture shall be left outside on the balconies; and that patio furniture will not be visually intrusive or out of character with the overall appearance of the Building or other balconies. No grills shall be permitted on balconies of the Building. In addition, no air conditioning units shall be placed in windows.

Section 14.4. **Signs**. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained by any Unit Owner on any portion of the Common Elements or any Unit, except for temporary for sale signs in areas specifically designated by the Condominium Association; and except that the Declarant may erect or display signs on the Property advertising open houses and/or the sale of Units.

Section 14.5. **Lighting**. Except for seasonal decorative lights, all exterior lights must be installed and used in a manner which will not unduly disturb surrounding Unit Owners and must be approved by the Condominium Association and Summit.

Section 14.6. **On-Site Fuel Storage**. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Property.

Section 14.7. **Outbuildings**. No structures of a temporary character, tents, shacks, barns, trailers, garages, unfinished basements, porches, patios, or other outbuildings shall be occupied as living quarters on the Property.

Section 14.8. **Parking**. No boat, boat trailer, snowmobile, snowmobile trailer, camper, truck (other than pick-up trucks), or recreational vehicle may be parked, stored, or maintained on any portion of the Property, including the parking garage areas or surface parking areas of the Property, as the parking areas are to be used for the parking of motor vehicles only. The parking of motor vehicles along the driveways or in other spaces which have not been designated for parking shall be strictly prohibited. The Rules and Regulations approved by the Board may establish appropriate penalties for parking violations.

Section 14.9. **Rubbish, Trash and Garbage**. All rubbish, trash, and garbage shall be stored in containers or in enclosed dumpster areas provided by the Condominium Association, if any, and regularly removed from the Property. There shall be no burning of trash.

Section 14.10. **Nuisance**. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition within his or her Unit and Limited Common Elements. No noxious or offensive activity shall be carried on upon any Unit or the Common Elements. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way are noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property, the Units or the Common Elements.

Section 14.11. **Use of Motor Vehicles Restricted**. No motor vehicles may be used on any portion of the Common Elements, except the parking garage areas, surface parking areas, roadways and driveways, or for authorized and emergency maintenance purposes.

Section 14.12. **Occupants Bound**. All provisions of the Declaration and any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Unit Owners and which provide for sanctions against Unit Owners shall also apply to all occupants of the Property.

Section 14.13. **Leasing**. The Units may be leased for residential purposes. All leases shall have a term of not less than six (6) months and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and Rules and Regulations of the Condominium Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may, in the event the Owner shall fail to initiate and reasonably maintain an action to evict the tenant after written request to do so by the Condominium Association, evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. The Unit Owner shall be responsible for all damage to the Common Elements caused by such Unit Owner's tenants and shall pay any Special Assessment for the repair of the Common Elements without regard to whether the sum may be collected by the Unit Owner from the tenant.

Section 14.14. **No Hazardous Use or Damage**. Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use. No Unit Owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No Unit Owner shall damage, injure or otherwise alter the Common Elements. No Unit Owner shall dispose of any hazardous materials in the community sewage disposal system including, without limitation, paint thinner or other toxic substances.

Section 14.15. **Animal Control**. No animals shall be permitted on the Property other than dogs and other domestic pets; provided, however, that no Owner shall have more than two (2) pets in a Unit. All dogs and other domestic pets shall be in the control of the Unit Owner at all times while on the Property. Unit Owners are responsible for immediate cleanup of any waste in the public thoroughfares and/or damage to Common Elements. Owners are also responsible for all impoundment costs incurred in the control of dogs or other domestic animals while on the Common Elements. In addition, Unit Owners are subject to the animal control ordinances of the Town of Williston.

Section 14.16. **Energy Conservation Measures**.

(a) Without the prior written consent of the Vermont District #4 Environmental Commission, or its successor, no alteration may be made to any Unit or Building which would reduce the effect of the water-conserving plumbing fixtures or insulation, including low-flush toilets, low-flow showerheads, and aerator or flow-restricted faucets. All leases shall require maintenance of same.

(b) All heated structures shall be constructed to meet the Vermont Residential Building Energy Standards (RBES). The installation and/or use of electric resistance space heating is specifically prohibited.

Section 14.17. **Landscaping**. The Condominium Association shall continually maintain all Common Elements, facilities, recreational amenities, and landscaping substantially as approved by the Town of Williston Development Review Board and the District #4 Environmental Commission. All dead or diseased landscape plantings shall be replaced by the Condominium Association as soon as seasonably possible.

Section 14.18. **Special Covenants**.

(a) Declarant and/or its affiliate will construct the water, sewer, stormwater treatment system, access roadway and parking areas and related connecting infrastructure systems on or serving the Property as shown on the Condominium Plan. After construction, these systems shall be maintained, repaired and replaced by the Condominium Association (or by the Master Association as part of the common elements at Finney Crossing) and, by accepting a Deed for a Unit, each Unit Owner shall consent to the Condominium Association's and/or Master Association's responsibility for such obligations. After construction, the Declarant shall have no further obligation for the maintenance, repair or replacement of these systems, except for events or defects occurring prior to the delivery of the systems to the Condominium Association and/or Master Association.

(b) The Buildings and all Units therein are a non-smoking facility and no smoking shall be permitted in any Unit or on any portion of the Common Elements or Limited Common Elements within the Building.

Section 14.19. **Amendments**. No amendment to Sections 14.1, 14.16, 14.17, or 14.18(a) of this Article shall be effective without the prior written consent of the Vermont District #4 Environmental Commission.

ARTICLE 15
Amendments

Section 15.1. **General**. Except for amendments which may be made by the Declarant hereunder and in § 2-109(f) or § 2-110 of the Act, amendments by the Condominium Association under §§ 2-106(d), 2-108(c), or 2-112(a) of the Act, or by Unit Owners under §§ 2-108(b), 2-112(a) or 2-118(b) of the Act, and except for the limitations set forth in § 2-117(d) of the Act, this Declaration may be amended by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Condominium Association is allocated. All amendments to this Declaration shall be made in accordance with § 2-117 of the Act. If a provision in this Declaration requires the approval of a third party as a condition of effectiveness, the amendment is not valid without that approval.

Section 15.2. **Rights Reserved in Declarant**. Notwithstanding the amendment provisions set forth above in Section 15.1, the Declarant may unilaterally amend this Declaration in accordance with the provisions of Article 13, and may also unilaterally amend this Declaration at any time to satisfy and meet any requirement of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the District #4 Environmental Commission, the Vermont Environmental Court, the Town of Williston, or a title insurance company insuring or offering to insure all or a portion of the Property.

Section 15.3. **Special Declarant Rights**. The Provisions in this Declaration creating Development Rights and/or Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.4. **Consent of Mortgage Holders**. Amendments are subject to the consent requirements of Article 16.

ARTICLE 16
Rights Related to Mortgages

Section 16.1. **Notice of Action**. Upon written request to the Condominium Association from any Institutional Mortgagee, identifying its name and address and the Unit number or address, such Institutional Mortgagee shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such qualified requesting party;

(b) any delinquency in the payment of Assessments or other charges by a Unit Owner subject to a first mortgage held or insured by such party, which delinquency remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; or

(d) any proposed action which would require the consent of a specified percentage of Institutional Mortgagees.

Section 16.2. **Special Voting Rights of Institutional Mortgagees**. Any action with respect to the Condominium including, but not limited to, material amendment to this Declaration, restoration or repair after partial or total condemnation or casualty loss, or termination of the legal status of the Condominium under the Declaration, requiring the votes of the Unit Owners shall also require the consent of Institutional Mortgagees holding mortgages on Units which represent at least fifty-one percent (51%) of the mortgages of Institutional Mortgagees in the Condominium; provided, however, that in the case of a termination of the Condominium not made as a result of destruction, damage or condemnation, the applicable percentage shall be sixty-seven percent (67%) instead of fifty-one percent (51%). For purposes of this Section, a "material amendment" includes, but is not limited to, any provision affecting:

(a) Assessments, assessment liens, or subordination of assessment liens;

(b) Voting rights;

(c) Reserves for maintenance, repair and replacement of Common Elements;

(d) Responsibility for maintenance and repairs;

(e) Reallocation of interests in the Common Elements or Limited Common Elements (other than reallocation with the exercise of Declarant's Development Rights) except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Institutional Mortgagees which hold mortgages on such Units must approve such action;

(f) Rights to use Common Elements and Limited Common Elements;

(g) Boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those Unit Owners and the Institutional Mortgagees holding mortgages on such Unit or Units must approve such action;

(h) Convertibility of Units into Common Elements and Common Elements into Units;

(i) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except for the Development Rights reserved by Declarant in this Declaration;

(j) Insurance or fidelity bonds;

(k) Leasing of Units;

(l) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(m) A decision by the Condominium Association to establish self-management if professional management had been required previously by the project documents or by an Institutional Mortgagee.

(n) Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(o) Termination of the Condominium after occurrence of substantial destruction or condemnation; and

(p) Any provision that expressly benefits mortgage holders, insurers or grantors.

Section 16.3. **Failure to Provide Negative Responses**. For the purposes of Section 16.2 above, an Institutional Mortgagee who receives a written request to approve action in accordance with Section 16.2, delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such action unless said Mortgagee provides a negative response to the Condominium Association within sixty (60) days of the date of receipt by the Mortgagee of the written request; provided, however, that the 60 day waiver rule shall not apply to an amendment that affects the priority of the lender's security or their ability to foreclose, and for such amendments, the lender's consent is required.

ARTICLE 17
Miscellaneous

Section 17.1. **Invalidity**. If any provision of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provisions and to this end the provisions of this Declaration are severable.

Section 17.2. **Headings**. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.

Section 17.3. **Agent**. The initial person who shall receive service of process for the Condominium Association is Robert H. Rushford, Esq., Gravel & Shea PC, 76 St. Paul Street, Burlington, VT 05402-0369.

Section 17.4. **Declarant's Disclaimer for Economic Benefit**. Declarant has made no representations, and Declarant hereby disclaims any representations made by anyone claiming to act as Declarant's authorized agent, as to the feasibility of renting a Unit in the Condominium or otherwise generating income or deriving any other economic benefit from a Unit.

Section 17.5. **Declarant's Disclaimer for Security**. Neither the Condominium Association nor the Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Unit Owners, tenants, guests, and invitees of any Unit Owner, as applicable, acknowledge that the Declarant and the Condominium Association are not insurers and that each Unit Owner, tenant, guest, and invitee assumes all risk of loss or damage to persons, to Buildings, and to contents of Buildings, and further acknowledge that neither the Declarant nor the Condominium Association have made any representation or warranty, nor has any Unit Owner, tenant, guest, or invitee relied upon any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

Section 17.6. **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflicts of laws.

Section 17.7. **Conflicts**. In the event of a conflict between the Declaration and the Bylaws, the Declaration shall control except to the extent the Declaration is inconsistent with the Act, in which event the Act shall control.

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the 6 day of June, 2016.

IN PRESENCE OF:

Witness R. Rushford

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At South Burlington, Vermont this 6th day of June, 2016, personally appeared Christopher R. Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS, LLC**, to me known, and he acknowledged this instrument by him signed and sealed, to be his free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS LLC**.

Before me, ______________________
Notary Public
R. Rushford
Notary Commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit "A"

PROPERTY DESCRIPTION

A certain piece or parcel of land, with the improvements thereon and appurtenances thereto, located in the Town of Williston, County of Chittenden, State of Vermont, and more particularly described as follows:

Being all of Condominium Lot CR-19 as described and defined in the Declaration of Planned Community for Finney Crossing and its exhibits, dated March 13, 2012 and recorded in Volume 480 at Page 522 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated May 10, 2012 and recorded in Volume 483 at Page 231 of the Town of Williston Land Record, by Second Amendment to Declaration dated February 4, 2013 and recorded in Volume 495 at Page 444 of the Town of Williston Land Records, by Third Amendment to Declaration dated July 10, 2013 and recorded in Volume 502 at Page 530 of the Town of Williston Land Records, by Fourth Amendment to Declaration dated January 10, 2014 and recorded in Volume 508 at Page 492 of the Town of Williston Land Records, by Fifth Amendment to Declaration dated February 18, 2014 and recorded in Volume 509 at Page 161 of the Town of Williston Land Records, by Sixth Amendment to Declaration dated October 24, 2014 and recorded in Volume 516 at Page 1038 of the Town of Williston Land Records, by Seventh Amendment to Declaration dated December 4, 2014 and recorded in Volume 518 at Page 141 of the Town of Williston Land Records, and as further amended from time to time (the "Declaration"), and as shown on a plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3) and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, by revision to Sheet 2 of 4, last revised July 23, 2013 and recorded in Map Slide 070C of the Town of Williston Land Records and by revisions to Sheets 1 through 4 of 4, last revised March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101C of the Town of Williston Land Records, as revised by revision to Sheet 4 of 4 dated September 21, 2015 and recorded as Map Slide 130D of the Town of Williston Land Records (the "Plat").

Being a portion of the lands and premises conveyed to The Snyder Taft Corners LLC by Warranty Deed from Jean G. Pecor and RCP Realty, LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records.

The Property is subject to and has the benefit of easements and rights of way over all the streets shown on the Plat and easements for the utilities located therein until such streets and utilities are accepted by the municipality as public streets and utilities, and are conveyed with easements for water, wastewater and stormwater lines and improvements outside street boundaries which serve the Property as shown on the Plat. Reference is made to the Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat), and the Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records, and the Declaration.

The Property includes nine (9) of the memberships in the Finney Crossing Residential Master Association, Inc. (the "Association"), the membership corporation formed to own, operate and maintain, supervise and otherwise care for and manage portions of the open space and common recreation areas and facilities located at Finney Crossing, A Planned Community. The membership shall be appurtenant to and indivisible from the ownership of the Property.

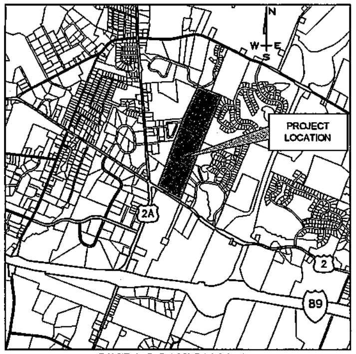
The Property is also conveyed subject to and benefitted by: (a) all easements and rights of way depicted on the Plat and as of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-611, both inclusive; (b) the terms and conditions of the following permits: (i) Town of Williston Development Review Board Approval No. DP 09-01 dated September 9, 2008, as amended by Approval No. SUB 04-01/DP 09-01 dated August 23, 2011, and as further amended by Williston Development Review Board approvals of Discretionary Permit #DP 09-01 dated February 14, 2012 and recorded in Volume MS53 at Page 510 of the Town of Williston Land Records and dated May 13, 2014 and recorded in Volume 512 at Page 786 of the Town of Williston Land Records; (ii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-2 dated December 8, 2008 and recorded in Volume 476 at Page 207 of the Town of Williston Land Records; (iii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-3 dated October 4, 2011 and recorded in Volume 476 at Page 210 of the Town of Williston Land Records, and as further amended by Permit Amendment No. WW-4-0415-4 dated January 11, 2012 and recorded in Volume 479 at Page 104 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-6 dated December 13, 2012 and recorded in Volume 493 at Page 421, and re-recorded in Volume 494 at Page 136, of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-8 dated January 14, 2014 and recorded in Volume 509 at Page 69 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-9 dated March 24, 2014 and recorded in Volume 510 at Page 808 of the Town of Williston Land Records; by Permit Amendment No. WW-4-0415-10 dated July 11, 2014 and recorded in Volume 515 at Page 116 of the Town of Williston Land Records; Permit Amendment No. WW-4-0415-11 dated September 26, 2014 and recorded in Volume 516 at Page 427 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-12 dated December 22, 2014 and recorded in Volume 519 at Page 128 of the Town of Williston Land Records, and by Permit Amendment No. WW-4-0415-13 dated October 9, 2015 and recorded in Volume 527 at Page 923 of the Town of Williston Land Records; (iv) State of Vermont Land Use Permit No. 4C0887-1R issued December 16, 2009 and recorded in Volume 451 at Page 27 of the Town of Williston Land Records, as amended by State of Vermont Land Use Permit No. 4C0887-1R-A dated October 19, 2011 and recorded in Volume 474 at Page 696 of the Town of Williston Land Records, by Land Use Permit Amendment No. 4C0887-1R-B dated March 30, 2012 and recorded in Volume 481 at Page 127 of the Town of Williston Land Records and re-recorded in Volume 481 at Page 212 of the Town of Williston Land Records, and as further amended by State of Vermont Land Use Permit Amendment No. 4C0887-1R-C dated October 16, 2012 and recorded in Volume 490 at Page 745 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-1R-D dated December 24, 2012 and recorded in Volume 493 at Page 614 of the Town of Williston Land Records and State of Vermont Land Use Permit Amendment No. 4C0887-1R-E dated July 18, 2013 and recorded in Volume 502 at Page 766 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-IR-G dated August 7, 2014 and recorded in Volume 515 at Page 119 of the Town of Williston Land Records; State of Vermont Land Use Permit Amendment No. 4C0887-1R-H dated December 16, 2014 and recorded in Volume 518 at Page 404 of the Town of Williston Land Records; and by State of Vermont Land Use Permit Amendment No. 4C0887-1R-I and 4C0720R-6B dated October 30, 2014 and recorded in Volume 517 at Page 156 of the Town of Williston Land Records; (v) Authorization to Discharge (Stormwater) Under General Permit No. 3-9015, No. 5064-INDS issued on November 15, 2007, a Notice of Issuance of Stormwater Discharge Permit being recorded in Volume 422 at Page 737 of the Town of Williston Land Records, as amended by Stormwater Discharge Permit No. 5064-INDS.A, Project EJ07-0077 dated February 21, 2012, a Notice of Issuance being recorded in Volume 485 at Page 333 of the Town of Williston Land Records; and by Stormwater Discharge Permit No. 5064-INDSA1 was dated November 18, 2014, a Notice of Issuance being recorded in Volume 518 at Page 323 of the Town of Williston Land Records; (vi) Construction General Permit NOI# 5064-9020 issued on July 24, 2007, as amended by Authorization of Notice of Intent #5064-9020.1 dated October 24, 2011 and by Construction General Permit (CGP) 3-9020 (Amended 2008), Authorization of Notice of Intent #5064-9020.2 dated February 17, 2012; (vii) Public Water System Permit to Construct No. C-1954-07.01, WSID #5098, PIN #EJ07-0077 issued on December 6, 2011; and (viii) Authorization under Vermont General Permit issued by the Department of the Army, Corps of Engineers dated May 20, 2008; (c) Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat); (d) Private Footing Drain Maintenance Agreement between The Snyder Taft Corners LLC and the Town of Williston dated December 15, 2011; (e) Utility easement 10' in width conveyed by Stephen E. Gianarelli and Jean G. Pecor to Green Mountain Power Corporation and Telephone Operating Company of Vermont LLC (a/k/a Fairpoint Communications) by Deed dated August 26, 2008 and recorded in Volume 432 at Page 420 of the Town of Williston Land Records; (f) Water Line Agreement between Village Associates, LLC and The Snyder Taft Corners Limited Partnership dated January 18, 2007 and recorded in Volume 416 at Page 241 of the Town of Williston Land Records; (g) Reciprocal Easement Agreement between Village Associates, LLC, The Snyder Taft Corners Limited Partnership and JCST, LLC dated December 28, 2006 and recorded in Volume 416 at Pages 236 of the Town of Williston Land Records; (h) Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records; (i) Stormwater Offset Access Agreement between The Snyder Taft Corners Limited Partnership, JCST, LLC and the Town of Williston dated November 7, 2007 and recorded in Town Proceeding Volume 13 at Page 311 of the Town of Williston Land Records; (j) Reserved easements set forth in the Warranty Deed from Jean C. Pecor and RCP Realty, LLC to The Snyder Taft Corners LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records; (k) Sewer line easement granted by Jean Pecor and Stephen Gianarelli to the Town of Williston by Deed dated January 27, 1982 and recorded in Volume 68 at Page 40 of the Town of Williston Land Records; (l) "Sensitive Archaeological Site VT-CH-217" and Buffer Zone, Watershed Protection Zone and Flood Plain areas as depicted on the Plat and Project Plans; (m) Deed of Easement for Pipelines from The Snyder Taft Corners LLC to Vermont Gas Systems, Inc. dated February 28, 2012 and recorded in Volume 482 at Page 265 of the Town of Williston Land Records; (n) Easement from The Snyder Taft Corners LLC to Green Mountain Power Corporation dated August 6, 2013 and to be recorded in the Town of Williston Land Records; and (o) Easement from The Snyder Taft Corners LLC to Comcast of Connecticut/Georgia/Massachusetts/ New Hampshire/NewYork/North Carolina/Virginia/Vermont LLC to be recorded in the Town of Williston Land Records.

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

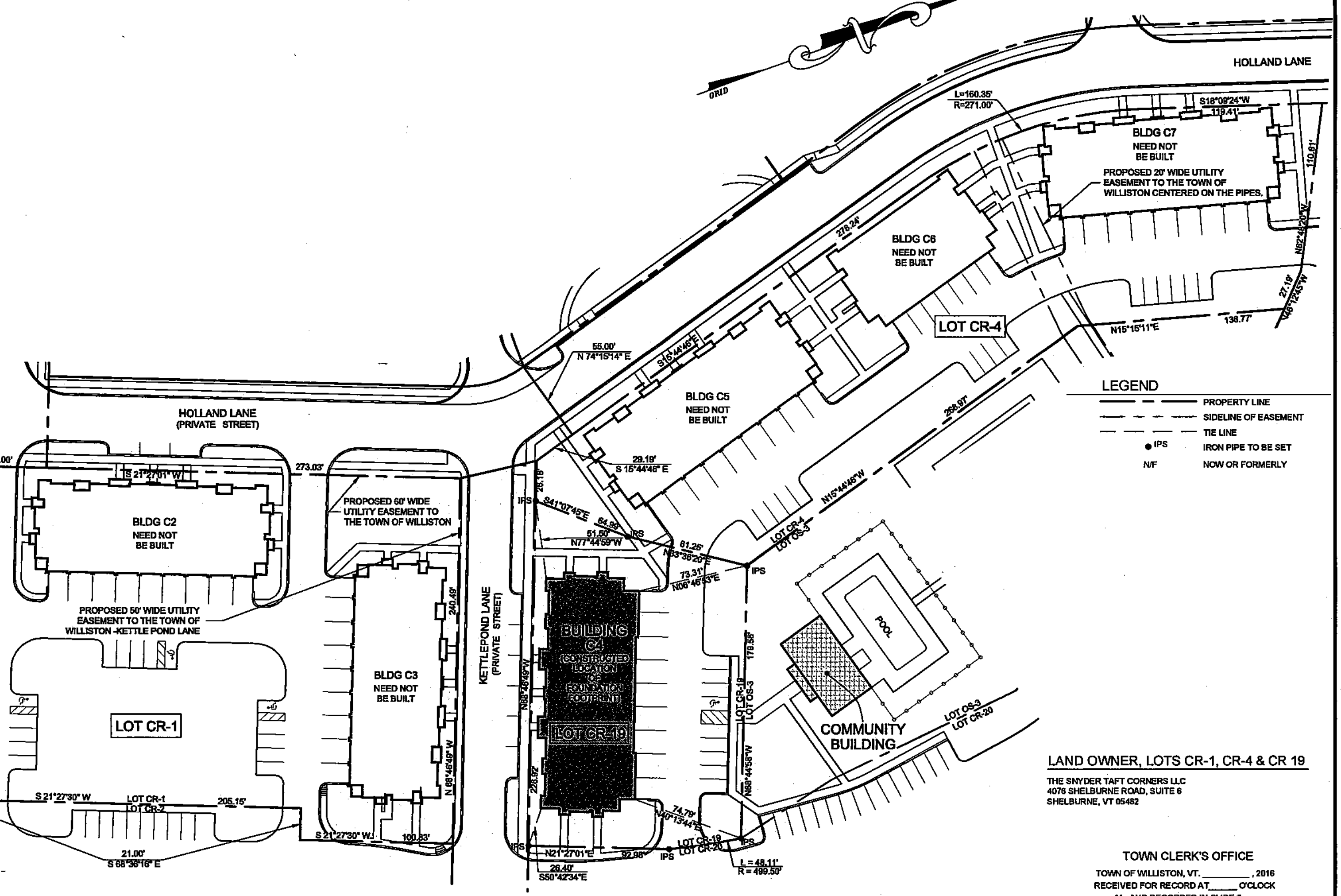
<u>Exhibit "B"</u>

CONDOMINIUM PLAN

[See Attached]



SITE LOCATION MAP
N.T.S.



LEGEND

———	PROPERTY LINE
— — —	SIDELINE OF EASEMENT
— — —	TIE LINE
● IPS	IRON PIPE TO BE SET
N/F	NOW OR FORMERLY

LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4076 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT. __________, 2016
RECEIVED FOR RECORD AT_____ O'CLOCK
__ M., AND RECORDED IN SLIDE # _____

ATTEST: ______________ TOWN CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5987 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-19 & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOT CR-19 IS SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 482, PAGES 265-268 OF THE WILLISTON LAND RECORDS.
5. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY AND REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
6. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDING C4 ON LOT CR-19 IN ITS ACTUAL LOCATION. ALL OTHER BUILDINGS NEED NOT BE BUILT.
7. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
8. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
9. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, STILLWATER LANE, AND ZEPHYR ROAD ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

50 0 25 50 100 200

1 inch = 50 ft.

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS ____ DAY OF __________, 2016

____

SWORN TO BEFORE ME:
DATED THIS ____ DAY OF __________, 2016

______________________ NOTARY PUBLIC

date	description	by
	REVISIONS	

THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:

- ☐ SKETCH/CONCEPT
- ☐ PRELIMINARY
- ■ FINAL
- ☐ RECORD DRAWING

# of SHEETS: 1

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM

KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

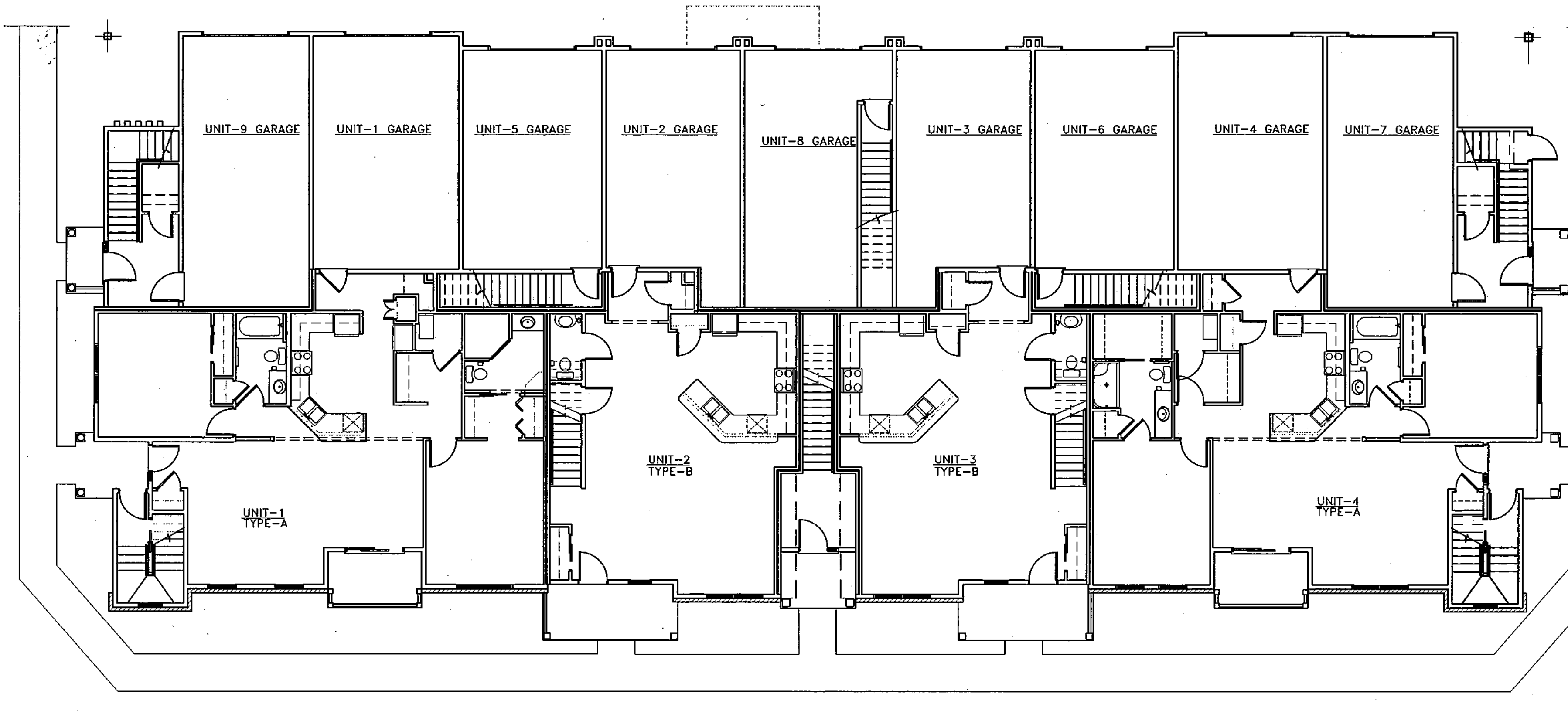
LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

proj. no.	01087
survey	KMR
design	-
drawn	DLH
checked	ABR
date	11-03-15
scale	1"=50'
sht. no.	1

Exhibit "C"

FLOOR PLANS

[See Attached]



NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

SQUARE FOOTAGES

	Unit 1
MAIN FLOOR	1,335
SUBTOTAL	1,335
GARAGE	406
PATIO	60
TOTAL	1,801

SQUARE FOOTAGES

	Unit 2
MAIN FLOOR	832
UPPER FLOOR	825
SUBTOTAL	1657
GARAGE	370
PATIO	85
TOTAL	2112

SQUARE FOOTAGES

	Unit 3
MAIN FLOOR	832
UPPER FLOOR	825
SUBTOTAL	1657
GARAGE	370
PATIO	85
TOTAL	2112

SQUARE FOOTAGES

	Unit 4
MAIN FLOOR	1,335
SUBTOTAL	1,335
GARAGE	406
PATIO	60
TOTAL	1,801

FIRST FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

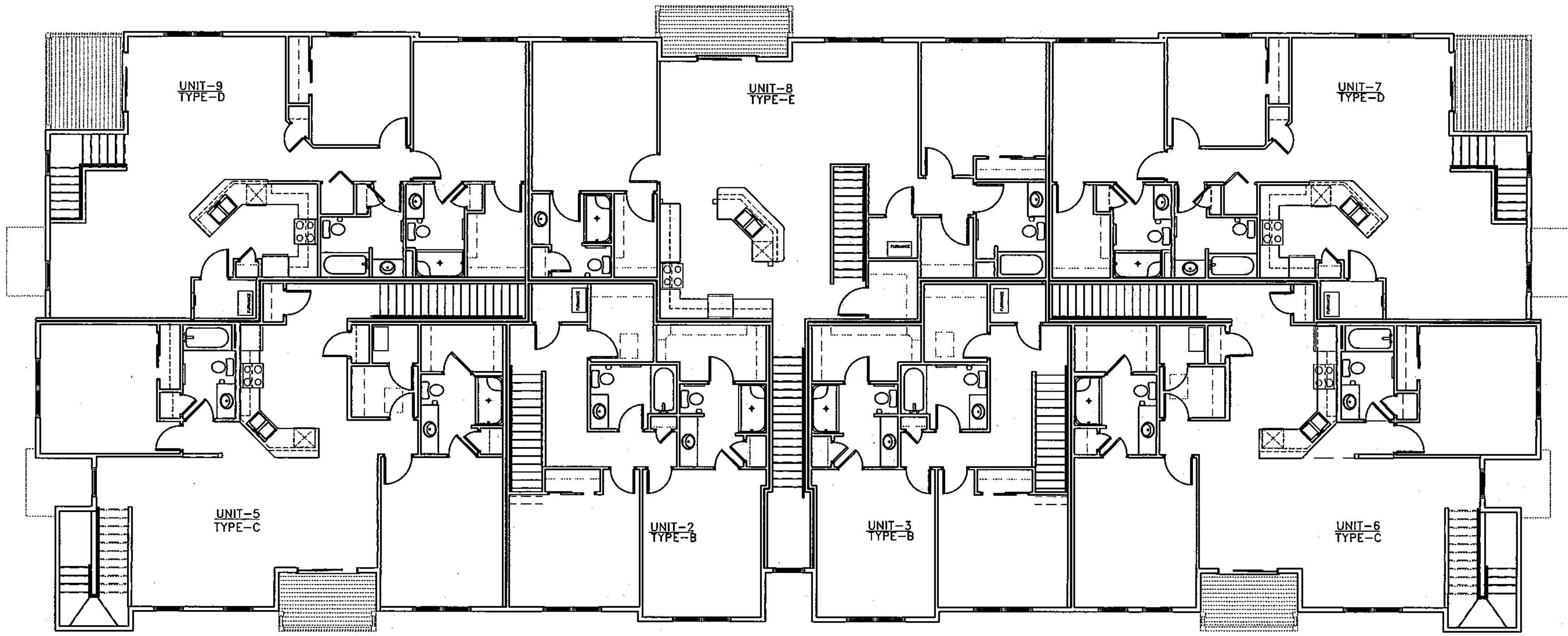
FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C4

Snyder Homes
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 · f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

06/01/16 | DOC
M Dufresne

A1.0



NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

SQUARE FOOTAGES

	Unit 5
FIRST FLOOR	77
SECOND FLOOR	1,419
SUBTOTAL	1,496
GARAGE	366
PATIO	60
TOTAL	1,922

SQUARE FOOTAGES

	Unit 6
FIRST FLOOR	77
SECOND FLOOR	1,419
SUBTOTAL	1,496
GARAGE	366
PATIO	60
TOTAL	1,922

SQUARE FOOTAGES

	Unit 7
FIRST FLOOR	156
SECOND FLOOR	1,220
SUBTOTAL	1,376
GARAGE	415
PATIO	80
TOTAL	1,871

SQUARE FOOTAGES

	Unit 8
FIRST FLOOR	89
SECOND FLOOR	1,497
SUBTOTAL	1,586
GARAGE	371
PATIO	72
TOTAL	2,029

SQUARE FOOTAGES

	Unit 9
FIRST FLOOR	156
SECOND FLOOR	1,220
SUBTOTAL	1,376
GARAGE	415
PATIO	80
TOTAL	1871

TITLE	SCALE	MODEL
SECOND FLOOR PLAN	1/8" = 1'-0"	9-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C4

Snyder Homes
Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 - f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

DATE	DRAWN
06/01/16	DOC

M Dufresne

A2.0

Exhibit "D"

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C4-1	$1,000.00	11.1112%
C4-2	$1,000.00	11.1112%
C4-3	$1,000.00	11.1112%
C4-4	$1,000.00	11.1112%
C4-5	$1,000.00	11.1112%
C4-6	$1,000.00	11.1112%
C4-7	$1,000.00	11.1112%
C4-8	$1,000.00	11.1112%
C4-9	$1,000.00	11.1112%
Total	$9,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lots CR-1 and/or CR-4 to construct and add additional units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

Example of Assigned Values and Allocated
Interests When Additional Buildings Are Added

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C1-1	$1,000.00	1.6394%
C1-2	$1,000.00	1.6394%
C1-3	$1,000.00	1.6394%
C1-4	$1,000.00	1.6394%
C1-5	$1,000.00	1.6394%
C1-6	$1,000.00	1.6394%
C1-7	$1,000.00	1.6394%
C1-8	$1,000.00	1.6394%
C1-9	$1,000.00	1.6394%

C2-1	$1,000.00	1.6394%
C2-2	$1,000.00	1.6394%
C2-3	$1,000.00	1.6394%
C2-4	$1,000.00	1.6394%
C2-5	$1,000.00	1.6394%
C2-6	$1,000.00	1.6394%
C2-7	$1,000.00	1.6394%
C2-8	$1,000.00	1.6394%
C2-9	$1,000.00	1.6394%
C3-1	$1,000.00	1.6394%
C3-2	$1,000.00	1.6394%
C3-3	$1,000.00	1.6394%
C3-4	$1,000.00	1.6394%
C3-5	$1,000.00	1.6394%
C3-6	$1,000.00	1.6394%
C3-7	$1,000.00	1.6394%
C3-8	$1,000.00	1.6394%
C3-9	$1,000.00	1.6394%
C4-1	$1,000.00	1.6394%
C4-2	$1,000.00	1.6394%
C4-3	$1,000.00	1.6394%
C4-4	$1,000.00	1.6394%
C4-5	$1,000.00	1.6394%
C4-6	$1,000.00	1.6394%
C4-7	$1,000.00	1.6394%
C4-8	$1,000.00	1.6394%
C4-9	$1,000.00	1.6394%
C5-1	$1,000.00	1.6394%
C5-2	$1,000.00	1.6394%
C5-3	$1,000.00	1.6394%
C5-4	$1,000.00	1.6394%
C5-5	$1,000.00	1.6394%
C5-6	$1,000.00	1.6394%
C5-7	$1,000.00	1.6394%
C5-8	$1,000.00	1.6394%
C5-9	$1,000.00	1.6394%
C6-1	$1,000.00	1.6394%
C6-2	$1,000.00	1.6394%
C6-3	$1,000.00	1.6394%
C6-4	$1,000.00	1.6394%
C6-5	$1,000.00	1.6394%
C6-6	$1,000.00	1.6394%
C6-7	$1,000.00	1.6394%

C7-1	$1,000.00	1.6394%
C7-2	$1,000.00	1.6394%
C7-3	$1,000.00	1.6394%
C7-4	$1,000.00	1.6394%
C7-5	$1,000.00	1.6394%
C7-6	$1,000.00	1.6394%
C7-7	$1,000.00	1.6394%
C7-8	$1,000.00	1.6394%
C7-9	$1,000.00	1.6394%
Total	$61,000.00	100.00%

VOL: 542 PG: 824 DOC: 00064389
WILLISTON, VT TOWN CLERK'S OFFICE
Received Mar 28,2017 10:04A
Recorded in VOL: 542 PG: 824- 835
Of Williston Land Records
ATTEST: Deborah Beckett, Town Clerk

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This First Amendment to Declaration of Condominium for the Finney Crossing Residential Condominium (the "Amendment") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. The Declarant declared and established a condominium known as the Finney Crossing Residential Condominium located in the Town of Williston, Vermont, as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records (the "Declaration").

2. The Declaration contemplates the phased construction of sixty-one (61) residential condominium units in seven (7) Buildings on Condominium Lots CR-19, CR-4 and CR-1, and establishes the first Building constructed on Condominium Lot CR-19, within which are located nine (9) Units, numbered C4-1 through C4-9, as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records (the "Condominium Plan").

3. The Declarant has constructed one (1) additional Building on Condominium Lot CR-4, within which are located nine (9) Units, numbered C5-1 through C5-9 on the Amended Condominium Plan and Floor Plans (Building C5) attached hereto, and makes this Amendment to add Condominium Lot CR-4 to the Condominium and to establish and declare these nine (9) additional Units in Building C5 of the Condominium.

N O W , T H E R E F O R E ,

Pursuant to Section 3.3 and Article 13 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 1. **Modification of Property**. Condominium Lot CR-4, containing 1.61 acres, more or less, is hereby added to the Condominium, as further described in amended Exhibit A attached hereto.

Section 2. **Description of Condominium Generally**. The first paragraph of Section 2.2 of the Declaration is hereby amended to read as follows:

> As of the date hereof, the condominium development that is subject to this Declaration consists of two (2) Buildings on the Property, known as Building C4 and Building C5, each containing nine (9) units, for a total of eighteen (18) Units, as depicted on the Amended Condominium Plan attached as Exhibit B, the Floor Plans attached as Exhibit C and the revised Allocated Interest table attached as Exhibit D. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described in Article 13 of the Declaration, Declarant reserves the Development Rights for

the construction of additional Buildings and Units on adjacent lots depicted as Lot CR-1 and Lot CR-4 as shown on the Plat and Condominium Plan.

Section 3. **Modification to Section 3.1(b)**. Section 3.1(b) is hereby modified as follows:

(a) All fixtures or improvements designated to serve, attached to, or adjacent to a single Unit, but located outside the Unit's boundaries, all areas designated on Exhibit "C" (Floor Plans) as front and back entrances, stairways, porches, decks, shutters, awnings, window boxes, doorsteps, stoops, balconies, patios, and all exterior doors and windows, any storage areas allocated to the Unit and designated parking garage areas (discussed below), are Limited Common Elements allocated exclusively to that Unit to which they are appurtenant; provided, however that any stairway serving more than one Unit shall be a Limited Common Element appurtenant to such Units. Except as otherwise provided herein, any expense for maintenance, repair or replacement relating to the Limited Common Elements shall be treated as and paid for as part of the Common Expenses, but shall be allocated to the respective Unit or Units.

Section 4. **Exhibits**. Exhibit A, Exhibit B, Exhibit C and Exhibit D of the Declaration are hereby deleted and/or modified by Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto which shall be substituted in lieu thereof.

Section 5. **Effect of Amendment**. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this document as of the 27 day of March, 2017.

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 27 day of March, 2017, personally appeared Christopher R. Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS, LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS, LLC**.

Before me, ______________________
Notary Public

Printed Name: Jean A. Lagrow

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit A

PROPERTY DESCRIPTION

A certain piece or parcel of land, with the improvements thereon and appurtenances thereto, located in the Town of Williston, County of Chittenden, State of Vermont, and more particularly described as follows:

Being all of **Condominium Lot CR-19** and **Condominium Lot CR-4** as described and defined in the Declaration of Planned Community for Finney Crossing and its exhibits, dated March 13, 2012 and recorded in Volume 480 at Page 522 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated May 10, 2012 and recorded in Volume 483 at Page 231 of the Town of Williston Land Record, by Second Amendment to Declaration dated February 4, 2013 and recorded in Volume 495 at Page 444 of the Town of Williston Land Records, by Third Amendment to Declaration dated July 10, 2013 and recorded in Volume 502 at Page 530 of the Town of Williston Land Records, by Fourth Amendment to Declaration dated January 10, 2014 and recorded in Volume 508 at Page 492 of the Town of Williston Land Records, by Fifth Amendment to Declaration dated February 18, 2014 and recorded in Volume 509 at Page 161 of the Town of Williston Land Records, by Sixth Amendment to Declaration dated October 24, 2014 and recorded in Volume 516 at Page 1038 of the Town of Williston Land Records, by Seventh Amendment to Declaration dated December 4, 2014 and recorded in Volume 518 at Page 141 of the Town of Williston Land Records, by Eighth Amendment dated June 6, 2016 and recorded in Volume 534 at Page 174 of the Town of Williston Land Records, and as further amended from time to time (the "Declaration"), and as shown on a plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3) and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, by revision to Sheet 2 of 4, last revised July 23, 2013 and recorded in Map Slide 070C of the Town of Williston Land Records and by revisions to Sheets 1 through 4 of 4, last revised March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101C of the Town of Williston Land Records, as revised by revision to Sheet 4 of 4 dated September 21, 2015 and recorded as Map Slide 130D of the Town of Williston Land Records (the "Plat").

Being a portion of the lands and premises conveyed to The Snyder Taft Corners LLC by Warranty Deed from Jean G. Pecor and RCP Realty, LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records.

The Property is subject to and has the benefit of easements and rights of way over all the streets shown on the Plat and easements for the utilities located therein until such streets and utilities are accepted by the municipality as public streets and utilities, and are conveyed with easements for water, wastewater and stormwater lines and improvements outside street boundaries which serve the Property as shown on the Plat. Reference is made to the Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat), and the Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records, and the Declaration.

The Property includes eighteen (18) of the memberships in the Finney Crossing Residential Master Association, Inc. (the "Association"), the membership corporation formed to own, operate and maintain, supervise and otherwise care for and manage portions of the open space and common recreation areas and facilities located at Finney Crossing, A Planned Community. The membership shall be appurtenant to and indivisible from the ownership of the Property.

The Property is conveyed subject to and with the benefit of: (a) all easements and rights of way depicted on the Plat and as of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-611, both inclusive; (b) the terms and conditions of the following permits: (i) Town of Williston Development Review Board Approval No. DP 09-01 dated September 9, 2008, as amended by Approval No. SUB 04-01/DP 09-01 dated August 23, 2011, and as further amended by Williston Development Review Board approvals of Discretionary Permit #DP 09-01 dated February 14, 2012 and recorded in Volume MS53 at Page 510 of the Town of Williston Land Records and dated May 13, 2014 and recorded in Volume 512 at Page 786 of the Town of Williston Land Records and dated May 2, 2016 and recorded in Volume 532 at Page 255 of the Town of Williston Land Records; (ii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-2 dated December 8, 2008 and recorded in Volume 476 at Page 207 of the Town of Williston Land Records; (iii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-3 dated October 4, 2011 and recorded in Volume 476 at Page 210 of the Town of Williston Land Records, and as further amended by Permit Amendment No. WW-4-0415-4 dated January 11, 2012 and recorded in Volume 479 at Page 104 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-6 dated December 13, 2012 and recorded in Volume 493 at Page 421, and re-recorded in Volume 494 at Page 136, of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-8 dated January 14, 2014 and recorded in Volume 509 at Page 69 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-9 dated March 24, 2014 and recorded in Volume 510 at Page 808 of the Town of Williston Land Records; by Permit Amendment No. WW-4-0415-10 dated July 11, 2014 and recorded in Volume 515 at Page 116 of the Town of Williston Land Records as revised by WW-4-0415-10R dated October 8, 2014 and recorded in Volume 538 at Page 46 of the Town of Williston Land Records; Permit Amendment No. WW-4-0415-11 dated September 26, 2014 and recorded in Volume 516 at Page 427 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-12 dated December 22, 2014 and recorded in Volume 519 at Page 128 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-13 dated October 9, 2015 and recorded in Volume 527 at Page 923 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-14 dated May 6, 2016 and recorded in Volume 533 at Page 606 and Page 731 of the Town of Williston Land Records, and by Permit Amendment No. WW-4-0415-15 dated August 22, 2016 and recorded in Volume 537 at Page 116 and Page 282 of the Town of Williston Land Records; (iv) State of Vermont Land Use Permit No. 4C0887-1R issued December 16, 2009 and recorded in Volume 451 at Page 27 of the Town of Williston Land Records, as amended by State of Vermont Land Use Permit No. 4C0887-1R-A dated October 19, 2011 and recorded in Volume 474 at Page 696 of the Town of Williston Land Records, by Land Use Permit Amendment No. 4C0887-1R-B dated March 30, 2012 and recorded in Volume 481 at Page 127 of the Town of Williston Land Records and re-recorded in Volume 481 at Page 212 of the Town of Williston Land Records, and as further amended by State of Vermont Land Use Permit Amendment No. 4C0887-1R-C dated October 16, 2012 and recorded in Volume 490 at Page 745 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-1R-D dated December 24, 2012 and recorded in Volume 493 at Page 614 of the Town of Williston Land Records and State of Vermont Land Use Permit Amendment No. 4C0887-1R-E dated July 18, 2013 and recorded in Volume 502 at Page 766 of the Town of Williston Land Records, State of

Vermont Land Use Permit Amendment No. 4C0887-IR-G dated August 7, 2014 and recorded in Volume 515 at Page 119 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-1R-H dated December 16, 2014 and recorded in Volume 518 at Page 404 of the Town of Williston Land Records, by State of Vermont Land Use Permit Amendment No. 4C0887-1R-I and 4C0720R-6B dated October 30, 2014 and recorded in Volume 517 at Page 156 of the Town of Williston Land Records, and State of Vermont Land Use Permit Amendment No. 4C0887-1R-J dated September 21, 2016 and recorded in Volume 537 at Page 1006 of the Town of Williston Land Records; (v) Authorization to Discharge (Stormwater) Under General Permit No. 3-9015, No. 5064-INDS issued on November 15, 2007, a Notice of Issuance of Stormwater Discharge Permit being recorded in Volume 422 at Page 737 of the Town of Williston Land Records, as amended by Stormwater Discharge Permit No. 5064-INDS.A, Project EJ07-0077 dated February 21, 2012, a Notice of Issuance being recorded in Volume 485 at Page 333 of the Town of Williston Land Records, and by Stormwater Discharge Permit No. 5064-INDSA1 was dated November 18, 2014, a Notice of Issuance being recorded in Volume 518 at Page 323 of the Town of Williston Land Records; (vi) Construction General Permit NOI# 5064-9020 issued on July 24, 2007, as amended by Authorization of Notice of Intent #5064-9020.1 dated October 24, 2011, by Construction General Permit (CGP) 3-9020 (Amended 2008), Authorization of Notice of Intent #5064-9020.2 dated February 17, 2012 and by Construction General Permit Authorization of Notice of Intent #5064-9020R dated January 9, 2014; (vii) Public Water System Permit to Construct No. C-1954-07.01, WSID #5098, PIN #EJ07-0077 issued on December 6, 2011; and (viii) Authorization under Vermont General Permit issued by the Department of the Army, Corps of Engineers dated May 20, 2008; (c) Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat); (d) Private Footing Drain Maintenance Agreement between The Snyder Taft Corners LLC and the Town of Williston dated December 15, 2011; (e) Utility easement 10' in width conveyed by Stephen E. Gianarelli and Jean G. Pecor to Green Mountain Power Corporation and Telephone Operating Company of Vermont LLC (a/k/a Fairpoint Communications) by Deed dated August 26, 2008 and recorded in Volume 432 at Page 420 of the Town of Williston Land Records; (f) Water Line Agreement between Village Associates, LLC and The Snyder Taft Corners Limited Partnership dated January 18, 2007 and recorded in Volume 416 at Page 241 of the Town of Williston Land Records; (g) Reciprocal Easement Agreement between Village Associates, LLC, The Snyder Taft Corners Limited Partnership and JCST, LLC dated December 28, 2006 and recorded in Volume 416 at Pages 236 of the Town of Williston Land Records; (h) Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records; (i) Stormwater Offset Access Agreement between The Snyder Taft Corners Limited Partnership, JCST, LLC and the Town of Williston dated November 7, 2007 and recorded in Town Proceeding Volume 13 at Page 311 of the Town of Williston Land Records; (j) Reserved easements set forth in the Warranty Deed from Jean C. Pecor and RCP Realty, LLC to The Snyder Taft Corners LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records; (k) Sewer line easement granted by Jean Pecor and Stephen Gianarelli to the Town of Williston by Deed dated January 27, 1982 and recorded in Volume 68 at Page 40 of the Town of Williston Land Records; (l) "Sensitive Archaeological Site VT-CH-217" and Buffer Zone, Watershed Protection Zone and Flood Plain areas as depicted on the Plat and Project Plans; (m) Deed of Easement for Pipelines from The Snyder Taft Corners LLC to Vermont Gas Systems, Inc. dated February 28, 2012 and recorded in Volume 482 at Page 265 of the Town of Williston Land Records; (n) Easement from The Snyder Taft Corners LLC to Green Mountain Power Corporation dated August 6, 2013 and recorded in in Volume 505 at Page 73 of the Town of Williston Land Records; and (o) Easement from The Snyder Taft Corners LLC to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/

NewYork/ North Carolina/Virginia/Vermont LLC to be recorded in the Town of Williston Land Records.

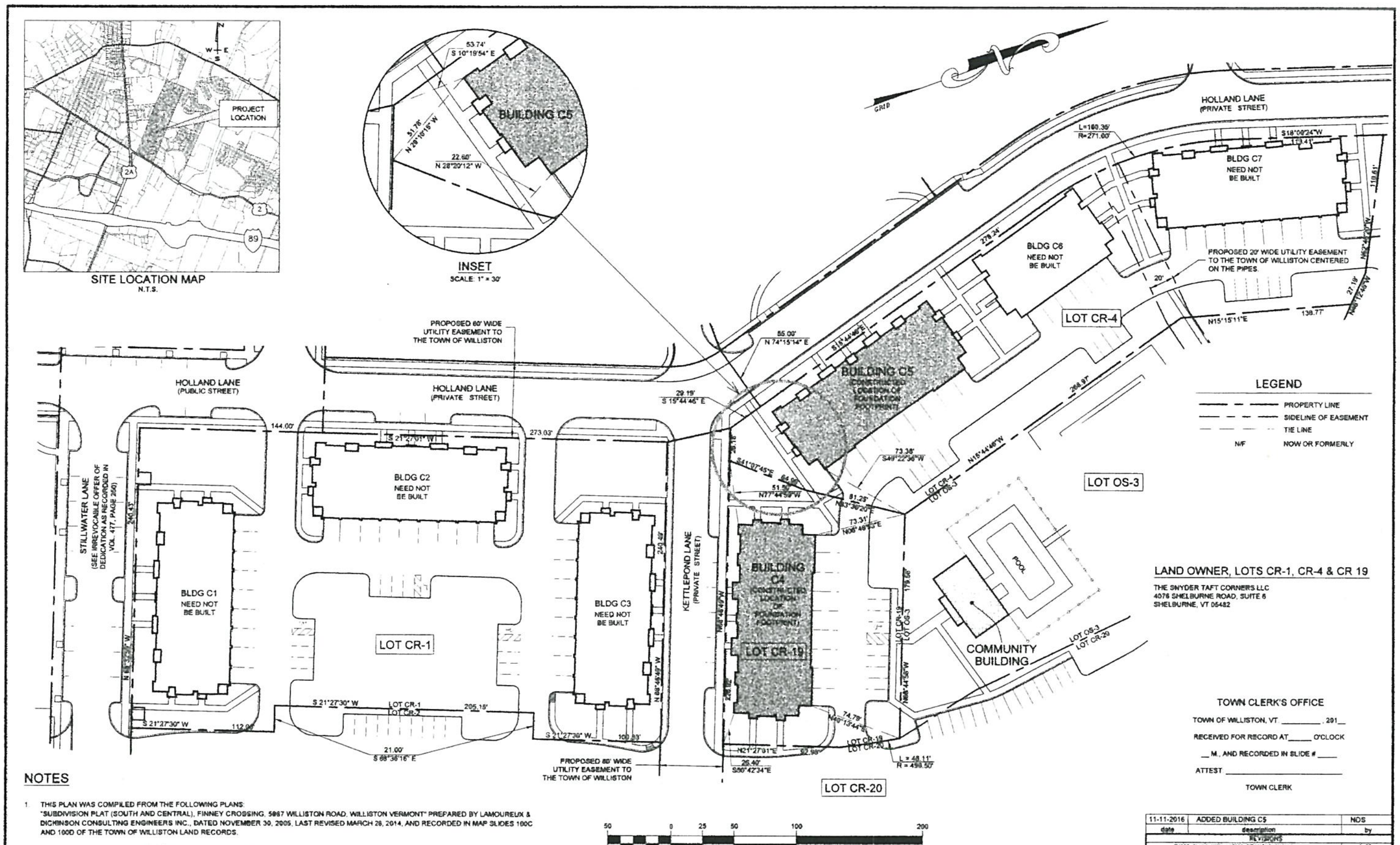
Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

Exhibit B

AMENDED CONDOMINIUM PLAN

[See Attached]

VOL: 542 PG: 831 DOC: 00064389



LEGEND

	PROPERTY LINE
	SIDELINE OF EASEMENT
	TIE LINE
N/F	NOW OR FORMERLY

LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4076 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5867 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-4, CR-19, CR-20, & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOT CR-4 & CR-19, ARE SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 482, PAGES 265-266 OF THE WILLISTON LAND RECORDS.
5. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY. REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
6. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDING C4 ON LOT CR-19 AND BUILDING C5 ON LOT CR-4 IN THEIR ACTUAL LOCATIONS. ALL OTHER BUILDINGS NEED NOT BE BUILT.
7. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
8. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
9. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, AND STILLWATER LANE ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

THIS IS AN ORIGINAL MYLAR

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT ________, 201__

RECEIVED FOR RECORD AT_____ O'CLOCK

__ M., AND RECORDED IN SLIDE # _____

ATTEST ______________________

TOWN CLERK

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS 5th DAY OF Nov, 2016

Douglas L. Henson

SWORN TO BEFORE ME:
DATED THIS 15th DAY OF November, 2016

NOTARY PUBLIC

STATE OF VERMONT
DOUGLAS L. HENSON
No. 656
LICENSED LAND SURVEYOR

date	description	by
11-11-2016	ADDED BUILDING C5	NOS

REVISIONS

THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW: — # OF SHEETS: 1

- [ ] SKETCH/CONCEPT
- [ ] PRELIMINARY
- [x] FINAL
- [ ] RECORD DRAWING

FINNEY CROSSING RESIDENTIAL CONDOMINIUM

KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

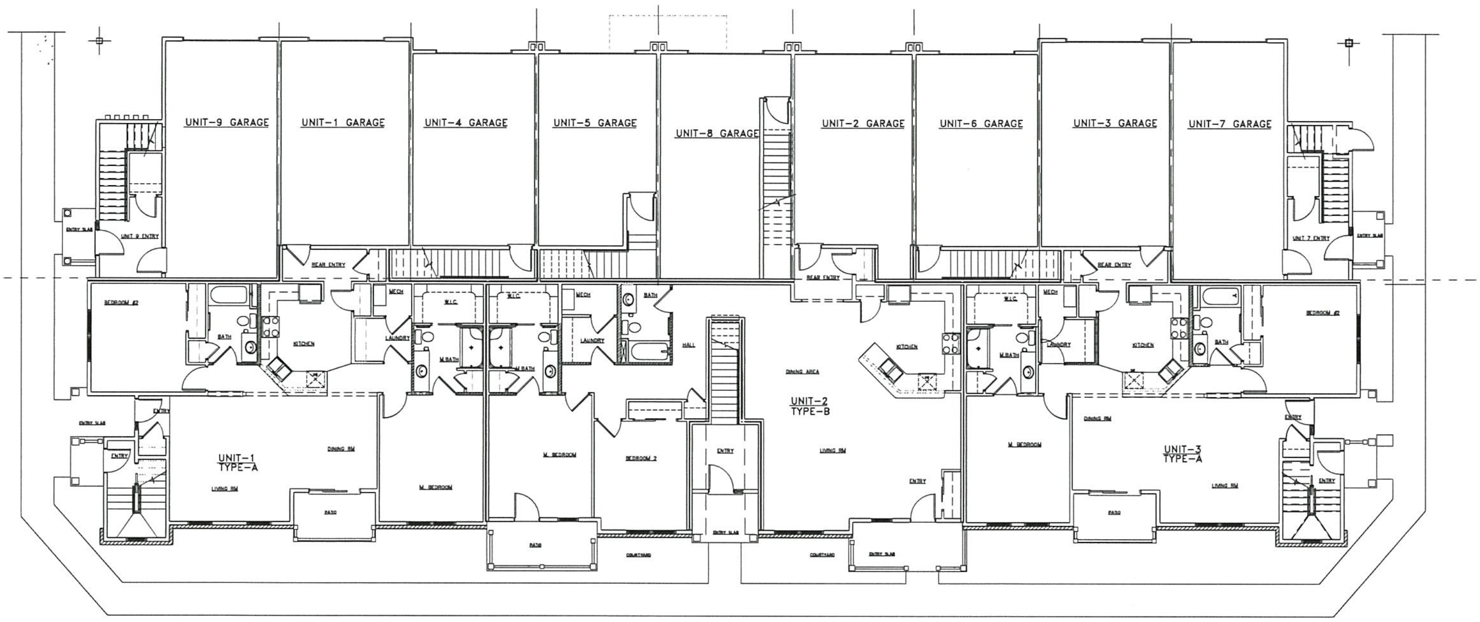
LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

proj. no.	01087
survey	KMR
design	-
drawn	DLH
checked	ABR
date	11-03-15
scale	AS SHOWN
sht. no.	1

Exhibit C

AMENDED FLOOR PLANS (BUILDING C5)

[See Attached]



NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name, and (ii) the approximate location of entryways, common elements, and limited common elements.

SQUARE FOOTAGES

	Unit 1
MAIN FLOOR	1,335
SUBTOTAL	1,335
GARAGE	406
PATIO	60
TOTAL	1,801

SQUARE FOOTAGES

	Unit 2
MAIN FLOOR	1629
SUBTOTAL	1629
GARAGE	370
PATIO	81
TOTAL	2080

SQUARE FOOTAGES

	Unit 3
MAIN FLOOR	1,335
SUBTOTAL	1,335
GARAGE	406
PATIO	60
TOTAL	1,801

FIRST FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

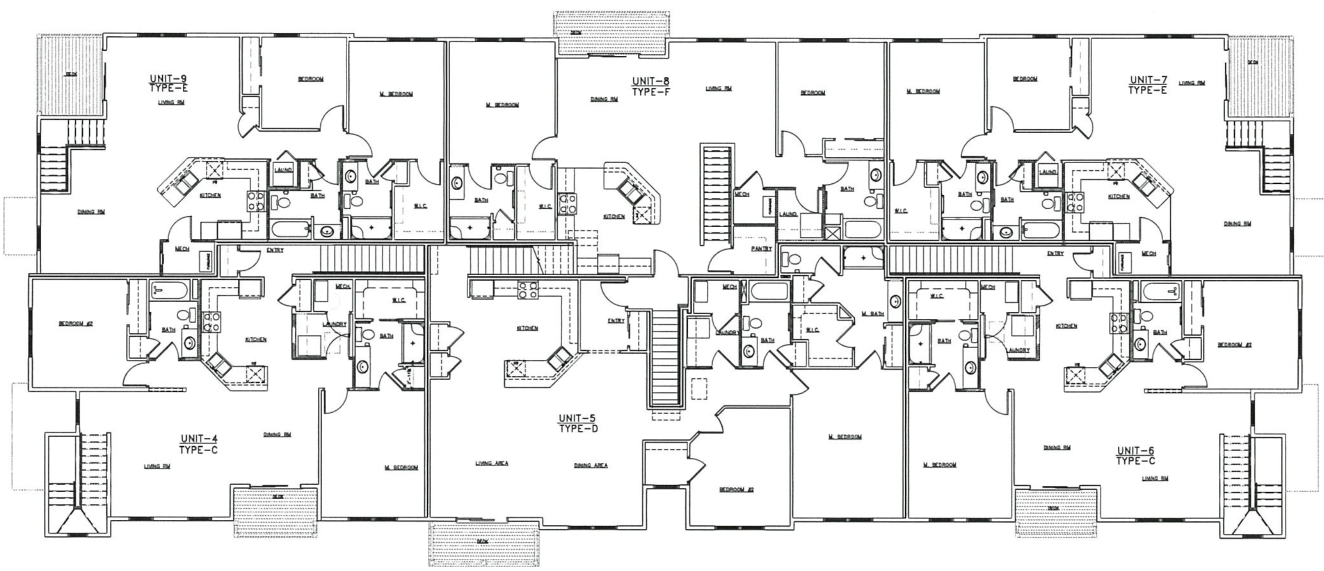
FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C5

Snyder Homes
Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802 985 5722 · f 802 497 0731
www.SnyderHomesVT.com

NO.	DATE	REVISION

3/24/2017 | DOC
M Dufresne

A1.0



SQUARE FOOTAGES	
	Unit 4
FIRST FLOOR	164
SECOND FLOOR	1,327
SUBTOTAL	1,491
GARAGE	366
PATIO	60
TOTAL	1,917

SQUARE FOOTAGES	
	Unit 5
FIRST FLOOR	92
SECOND FLOOR	1,753
SUBTOTAL	1,845
GARAGE	320
PATIO	75
TOTAL	2,240
LIMITED COMMON AREA W/UNIT #8	154

SQUARE FOOTAGES	
	Unit 6
FIRST FLOOR	164
SECOND FLOOR	1,327
SUBTOTAL	1,491
GARAGE	366
PATIO	60
TOTAL	1,917

SQUARE FOOTAGES	
	Unit 7
FIRST FLOOR	166
SECOND FLOOR	1,221
SUBTOTAL	1,387
GARAGE	412
PATIO	80
TOTAL	1,879

SQUARE FOOTAGES	
	Unit 8
FIRST FLOOR	90
SECOND FLOOR	1,378
SUBTOTAL	1,468
GARAGE	371
PATIO	72
TOTAL	1,911
LIMITED COMMON AREA W/UNIT #5	154

SQUARE FOOTAGES	
	Unit 9
FIRST FLOOR	166
SECOND FLOOR	1,221
SUBTOTAL	1,387
GARAGE	412
PATIO	80
TOTAL	1,879

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

____

SECOND FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C5

Snyder Homes
Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802 985 5722 · f 802 497 0701
www.SnyderHomesVT.com

NO.	DATE	REVISION

3/24/2017 | DOC
M Dutresne

A1.2

Exhibit D

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C4-1	$1,000.00	5.556%
C4-2	$1,000.00	5.556%
C4-3	$1,000.00	5.556%
C4-4	$1,000.00	5.556%
C4-5	$1,000.00	5.556%
C4-6	$1,000.00	5.556%
C4-7	$1,000.00	5.556%
C4-8	$1,000.00	5.556%
C4-9	$1,000.00	5.556%
C5-1	$1,000.00	5.556%
C5-2	$1,000.00	5.556%
C5-3	$1,000.00	5.556%
C5-4	$1,000.00	5.556%
C5-5	$1,000.00	5.556%
C5-6	$1,000.00	5.556%
C5-7	$1,000.00	5.556%
C5-8	$1,000.00	5.556%
C5-9	$1,000.00	5.556%
Total	$18,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lots CR-1 and/or CR-4 to construct and add additional units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

END OF DOCUMENT

<1166811v1/RHR>

VOL: 549 PG: 349 DOC: 00066405
WILLISTON, VT TOWN CLERK'S OFFICE
Received Nov 21,2017 03:55P
Recorded in VOL: 549 PG: 349- 357
Of Williston Land Records
ATTEST: Deborah Beckett, Town Clerk

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This Second Amendment to Declaration of Condominium for the Finney Crossing Residential Condominium (the "Amendment") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. The Declarant declared and established a condominium known as the Finney Crossing Residential Condominium located in the Town of Williston, Vermont, as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated March 27, 2017 and recorded in Volume 542 at Page 824 of the Town of Williston Land Records (the "Declaration").

2. The Declaration contemplates the phased construction of sixty (60) residential condominium units in seven (7) Buildings on Condominium Lots CR-19, CR-4 and CR-1, and establishes the first two (2) Buildings consisting of Building C4 located on Condominium Lot CR-19, within which are located nine (9) Units, numbered C4-1 through C4-9, and Building C5 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C5-1 through C5-9, as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records, as amended by revision dated November 11, 2016 and recorded in Map Slide 183D of the Town of Williston Land Records (the "Condominium Plan").

3. The Declarant has constructed one (1) additional Building on Condominium Lot CR-4 known as Building C6, within which are located six (6) Units, numbered C6-1 through C6-6 as shown on the Amended Condominium Plan and Floor Plans (Building C6) attached hereto, and makes this Amendment to establish and declare these six (6) additional Units in Building C6 of the Condominium.

NOW, THEREFORE,

Pursuant to Section 3.3 and Article 13 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 1. **Description of Condominium Generally**. The first paragraph of Section 2.2 of the Declaration is hereby amended to read as follows:

> As of the date hereof, the condominium development that is subject to this Declaration consists of three (3) Buildings on the Property, known as Building C4 and Building C5, each containing nine (9) Units, and Building C6, containing six (6) Units, for a total of twenty-four (24) Units, as depicted on the Amended Condominium Plan attached as Exhibit B, the Floor Plans attached as Exhibit C and the revised Allocated Interest table attached as Exhibit D. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described in Article 13 of the Declaration, Declarant reserves the Development Rights for the construction of additional future Buildings and

Units on Condominium Lots depicted as Lot CR-1 and Lot CR-4 on the Plat and Condominium Plan.

Section 2. **Exhibits**. Exhibit B, Exhibit C and Exhibit D of the Declaration are hereby deleted and/or modified by Exhibit B, Exhibit C and Exhibit D attached hereto which shall be substituted in lieu thereof.

Section 3. **Effect of Amendment**. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this document as of the 20 day of ~~Oct~~ November 2017.

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 20th day of November, 2017, personally appeared Chris Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS, LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS, LLC**.

Before me, ______________________
Notary Public

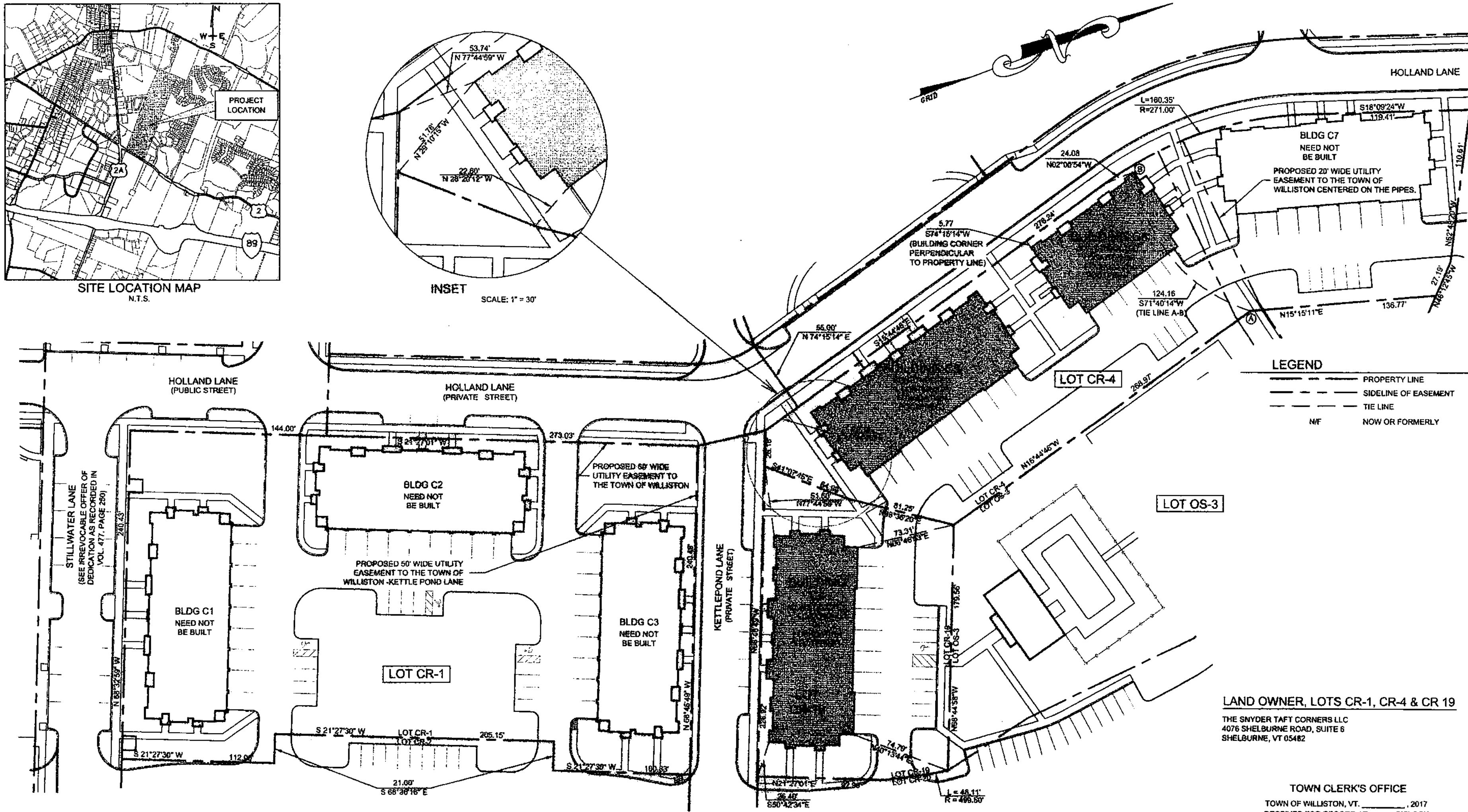
Printed Name: Kayla Daudelin

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit B

AMENDED CONDOMINIUM PLAN

[See Attached]



LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4076 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT. ________, 2017
RECEIVED FOR RECORD AT ______ O'CLOCK
__ M., AND RECORDED IN SLIDE # ____

ATTEST: ____________ TOWN CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5987 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-4, CR-19, CR-19 & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUMS FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOT CR-4 & CR-19, ARE SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 482, PAGES 265-268 OF THE WILLISTON LAND RECORDS.
5. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY AND REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
6. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDING C4 ON LOT CR-19 AND BUILDINGS C5, AND C6 ON LOT CR-4 IN THEIR ACTUAL LOCATIONS. ALL OTHER BUILDINGS NEED NOT BE BUILT.
7. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
8. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
9. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, AND STILLWATER LANE ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS 4th DAY OF Oct, 2017

Douglas L. Henson

SWORN TO BEFORE ME:
DATED THIS 24th DAY OF OCTOBER 2017

NOTARY PUBLIC

STATE OF VERMONT
DOUGLAS L. HENSON
No. 656
LICENSED LAND SURVEYOR

date	description	by
	REVISIONS	

THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:
- SKETCH/CONCEPT
- PRELIMINARY
- FINAL
- RECORD DRAWING

# of SHEETS: 1

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

proj. no.	01087
survey	KMR
design	-
drawn	DLH
checked	ABR
date	10-26-17
scale	AS SHOWN
sht. no.	1

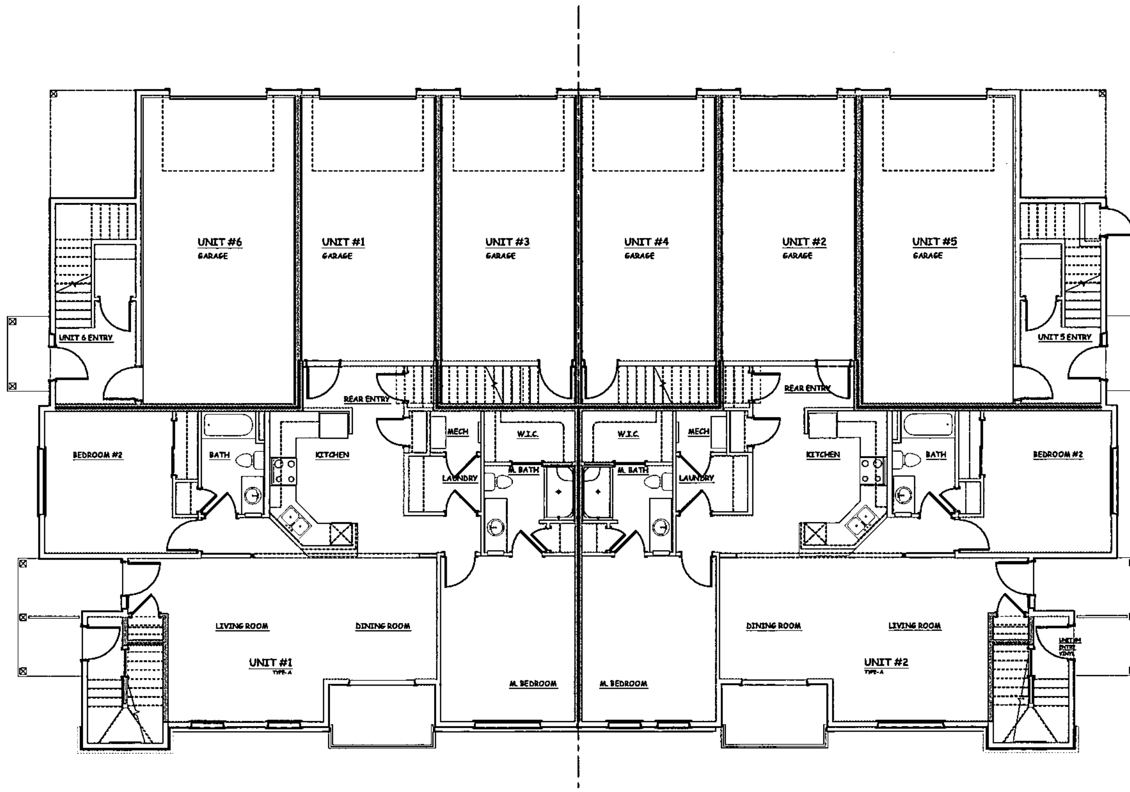
THIS IS AN ORIGINAL MYLAR

VOL: 549 PG: 352 DOC: 00066405

Exhibit C

AMENDED FLOOR PLANS (BUILDING C6)

[See Attached]



NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

SQUARE FOOTAGES

	Unit 1
MAIN FLOOR	1,362
SUBTOTAL	1,362
GARAGE	334
ENTRY PATIO	48
PRIVATE PATIO	60
TOTAL	1,804

SQUARE FOOTAGES

	Unit 2
MAIN FLOOR	1,362
SUBTOTAL	1,362
GARAGE	334
ENTRY PATIO	48
PRIVATE PATIO	60
TOTAL	1,804

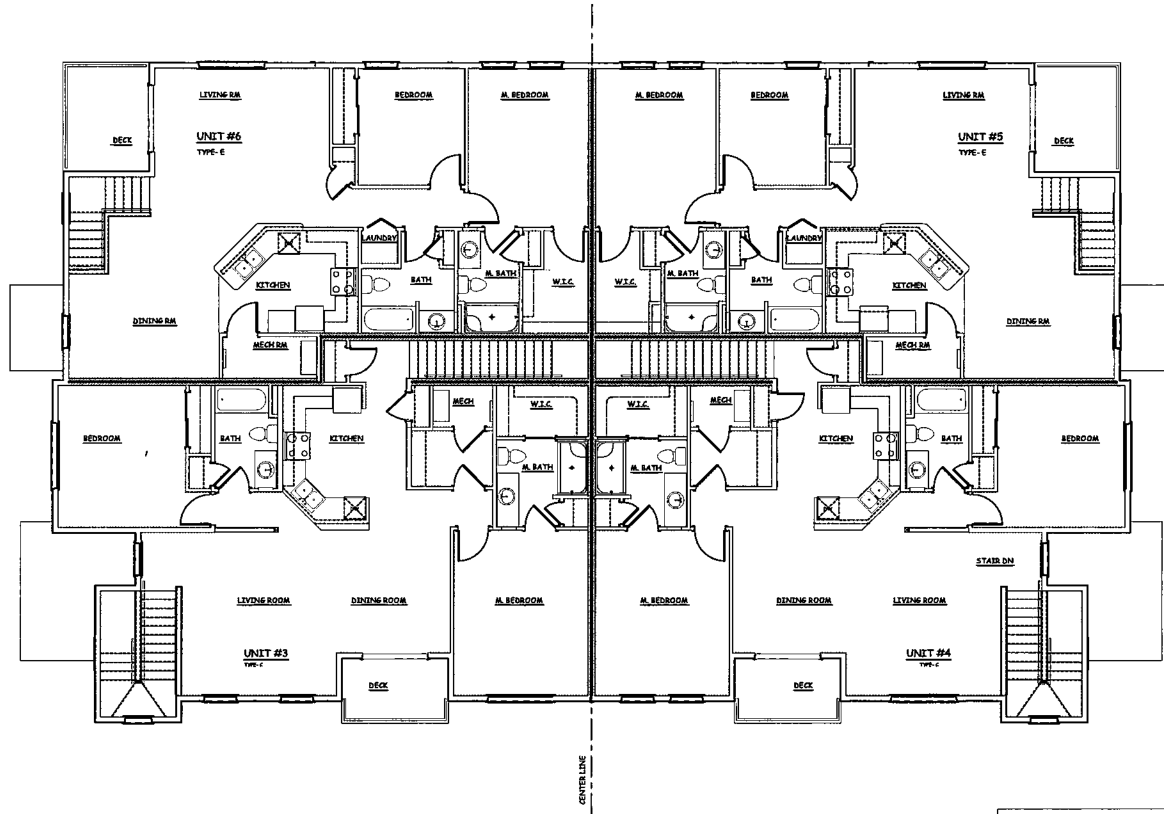
FIRST FLOOR PLAN	1/8" = 1'-0"	6-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C6

Snyder Homes
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 · f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION
1		

11/20/17 DOC
M Dufresne
A1.1



NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

SQUARE FOOTAGES

	Unit 3
MAIN FLOOR	22
UPPER FLOOR	1,502
SUBTOTAL	1,524
GARAGE	334
ENTRY PATIO	36
DECK	60
TOTAL	1,954

SQUARE FOOTAGES

	Unit 4
MAIN FLOOR	22
UPPER FLOOR	1,502
SUBTOTAL	1,524
GARAGE	334
ENTRY PATIO	36
DECK	60
TOTAL	1,954

SQUARE FOOTAGES

	Unit 5
MAIN FLOOR	114
UPPER FLOOR	1,280
SUBTOTAL	1,394
GARAGE	442
ENTRY PATIO	28
DECK	80
TOTAL	1,944

SQUARE FOOTAGES

	Unit 6
MAIN FLOOR	114
UPPER FLOOR	1,280
SUBTOTAL	1,394
GARAGE	442
ENTRY PATIO	28
DECK	80
TOTAL	1,944

SECOND FLOOR PLAN | 1/8" = 1'-0" | 8-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C6

Snyder Homes
Great neighborhoods for great homes to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 - f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION
1		

11/20/17 DOC
M Dufresne

A1.2

Exhibit D

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C4-1	$1,000.00	4.167%
C4-2	$1,000.00	4.167%
C4-3	$1,000.00	4.167%
C4-4	$1,000.00	4.167%
C4-5	$1,000.00	4.167%
C4-6	$1,000.00	4.167%
C4-7	$1,000.00	4.167%
C4-8	$1,000.00	4.167%
C4-9	$1,000.00	4.167%
C5-1	$1,000.00	4.167%
C5-2	$1,000.00	4.167%
C5-3	$1,000.00	4.167%
C5-4	$1,000.00	4.167%
C5-5	$1,000.00	4.167%
C5-6	$1,000.00	4.167%
C5-7	$1,000.00	4.167%
C5-8	$1,000.00	4.167%
C5-9	$1,000.00	4.167%
C6-1	$1,000.00	4.167%
C6-2	$1,000.00	4.167%
C6-3	$1,000.00	4.167%
C6-4	$1,000.00	4.167%
C6-5	$1,000.00	4.167%
C6-6	$1,000.00	4.167%
Total	$24,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lots CR-1 and/or to construct and add additional Buildings and Units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

END OF DOCUMENT

VOL: 553 PG: 176 DOC: 00067659
WILLISTON, VT TOWN CLERK'S OFFICE
Received May 17,2018 03:53P
Recorded in VOL: 553 PG: 176- 184
Of Williston Land Records
ATTEST: Deborah Beckett, Town Clerk

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This Third Amendment to Declaration of Condominium for the Finney Crossing Residential Condominium (the "Amendment") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. The Declarant declared and established a condominium known as the Finney Crossing Residential Condominium located in the Town of Williston, Vermont, as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated March 27, 2017 and recorded in Volume 542 at Page 824 of the Town of Williston Land Records and by Second Amendment to Declaration of Condominium dated November 20, 2017 and recorded in Volume 549 at Pages 349-357 of the Town of Williston Land Records (the "Declaration").

2. The Declaration contemplates the phased construction of sixty (60) residential condominium units in seven (7) Buildings on Condominium Lots CR-19, CR-4 and CR-1, and establishes the first three (3) Buildings consisting of Building C4 located on Condominium Lot CR-19, within which are located nine (9) Units, numbered C4-1 through C4-9, Building C5 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C5-1 through C5-9, and Building C6 located on Condominium Lot CR-4, within which are located six (6) Units, numbered C6-1 through C6-6, as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records, as amended by revision dated November 11, 2016 and recorded in Map Slide 183D of the Town of Williston Land Records, and by revision dated October 26, 2017 and recorded in Map Slide 210D of the Town of Williston Land Records (the "Condominium Plan").

3. The Declarant has constructed one (1) additional Building on Condominium Lot CR-4 known as Building C7, within which are located nine (9) Units, numbered C7-1 through C7-9 as shown on the Amended Condominium Plan and Floor Plans (Building C7) attached hereto, and makes this Amendment to establish and declare these nine (9) additional Units in Building C7 of the Condominium.

NOW, THEREFORE,

Pursuant to Section 3.3 and Article 13 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 1. **Description of Condominium Generally**. The first paragraph of Section 2.2 of the Declaration is hereby amended to read as follows:

> As of the date hereof, the condominium development that is subject to this Declaration consists of four (4) Buildings on the Property, known as Building C4, Building C5, and Building C7, each containing nine (9) Units, and Building C6, containing six (6) Units, for a total of thirty-three (33) Units, as depicted on the Amended Condominium Plan attached as Exhibit B, the Floor Plans

attached as Exhibit C and the revised Allocated Interest table attached as Exhibit D. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described in Article 13 of the Declaration, Declarant reserves the Development Rights for the construction of additional future Buildings and Units on Condominium Lot CR-1 as shown on the Plat and Condominium Plan.

Section 2. **Exhibits**. Exhibit B, Exhibit C and Exhibit D of the Declaration are hereby deleted and/or modified by Exhibit B, Exhibit C and Exhibit D attached hereto which shall be substituted in lieu thereof.

Section 3. **Effect of Amendment**. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this document as of the 17 day of May, 2018.

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17 day of May, 2018, personally appeared Christopher R. Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS LLC**.

Before me, ______________________
Notary Public

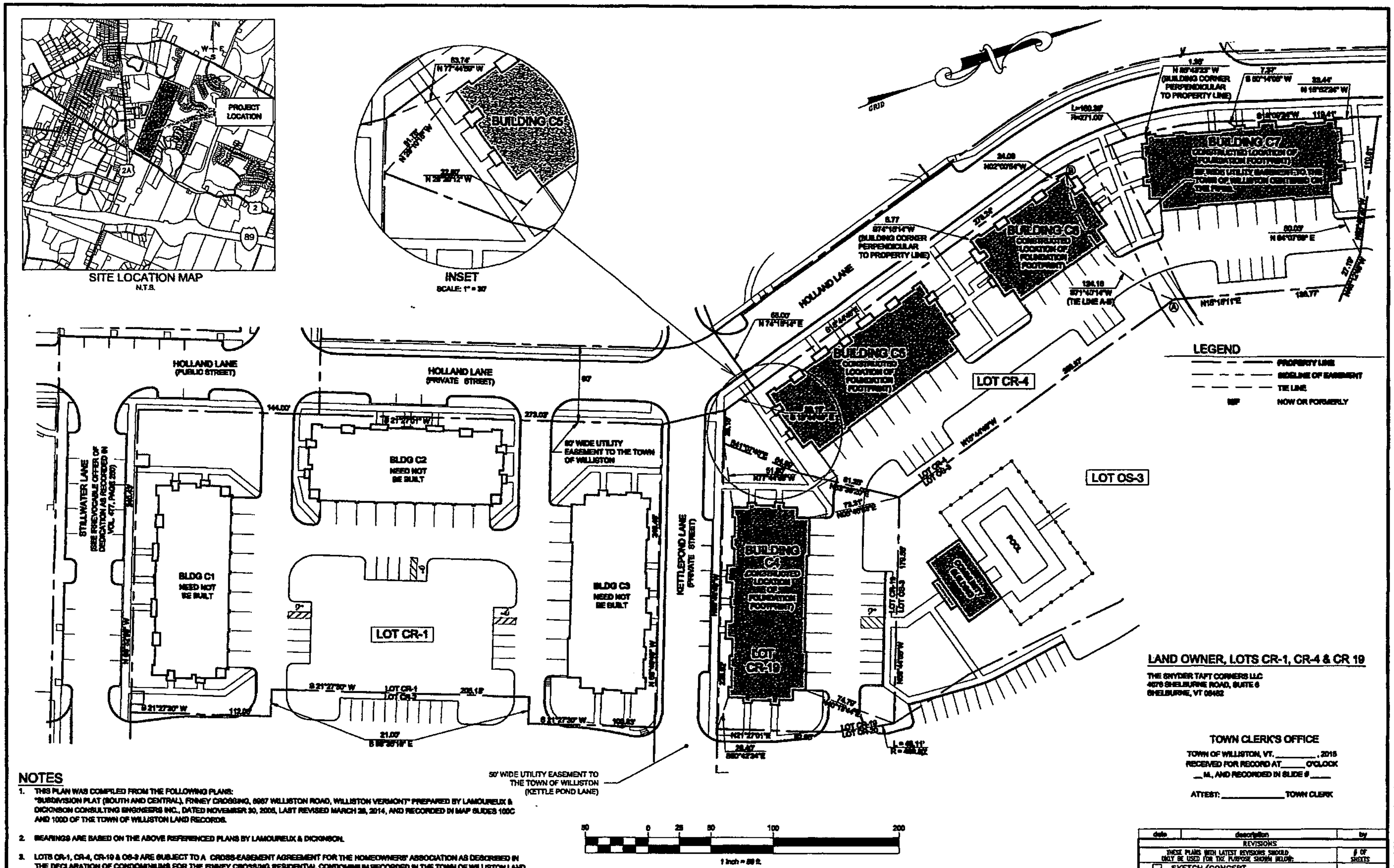
Printed Name: Jean A. Lagrow

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit B

AMENDED CONDOMINIUM PLAN

[See Attached]



LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4075 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT. __________, 2018
RECEIVED FOR RECORD AT_____ O'CLOCK
__M., AND RECORDED IN SLIDE # _____

ATTEST: _______________ TOWN CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5957 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-1, CR-4, CR-19 & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUMS FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOTS CR-4 & CR-19, ARE SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 462, PAGES 285-288 OF THE WILLISTON LAND RECORDS.
5. THE UTILITY EASEMENTS TO THE TOWN OF WILLISTON NOTED ON THIS PLAN ARE INCLUDED IN THE IRREVOCABLE OFFER OF DEDICATION TO THE TOWN OF WILLISTON RECORDED IN VOL. 477, PAGES 250-258 OF THE TOWN OF WILLISTON LAND RECORDS.
6. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY AND REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
7. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDING C4 ON LOT CR-19 AND BUILDINGS C5, C6, AND C7 ON LOT CR-4 IN THEIR ACTUAL LOCATIONS. ALL OTHER BUILDINGS NEED NOT BE BUILT.
8. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
9. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
10. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, AND STILLWATER LANE ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS____ DAY OF__________, 2018

____

SWORN TO BEFORE ME:
DATED THIS ____ DAY OF __________, 2018

______________________ NOTARY PUBLIC

DRAFT
05-15-18

date	description	by
	REVISIONS	
	THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:	# OF SHEETS
	☐ SKETCH/CONCEPT	
	☐ PRELIMINARY	
	■ FINAL	1
	☐ RECORD DRAWING	

FINNEY CROSSING RESIDENTIAL CONDOMINIUM

KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

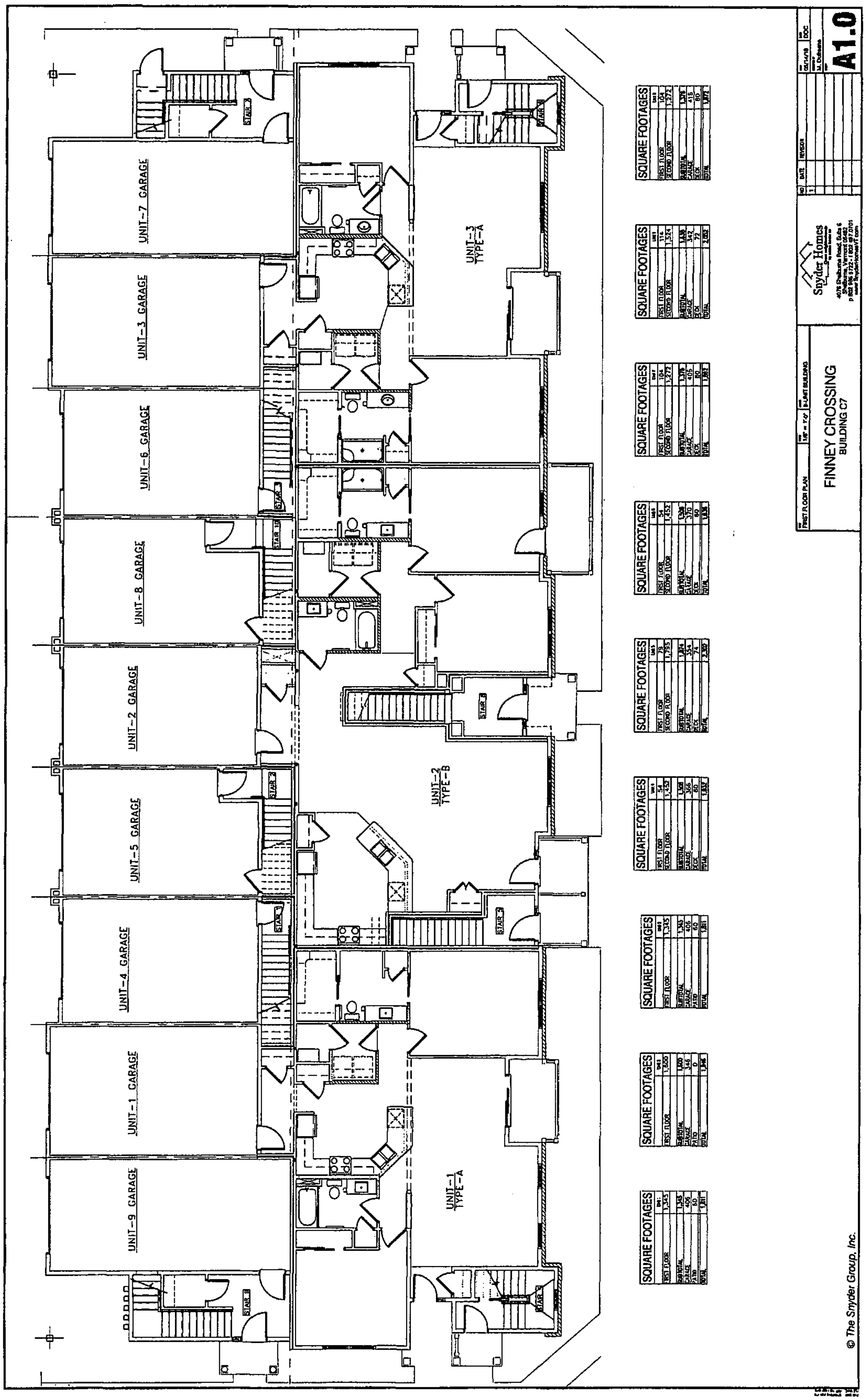
proj. no. 01067
survey KMR
design -
drawn DLH
checked ABR
date 11-01-17
scale AS SHOWN
sht. no. 1

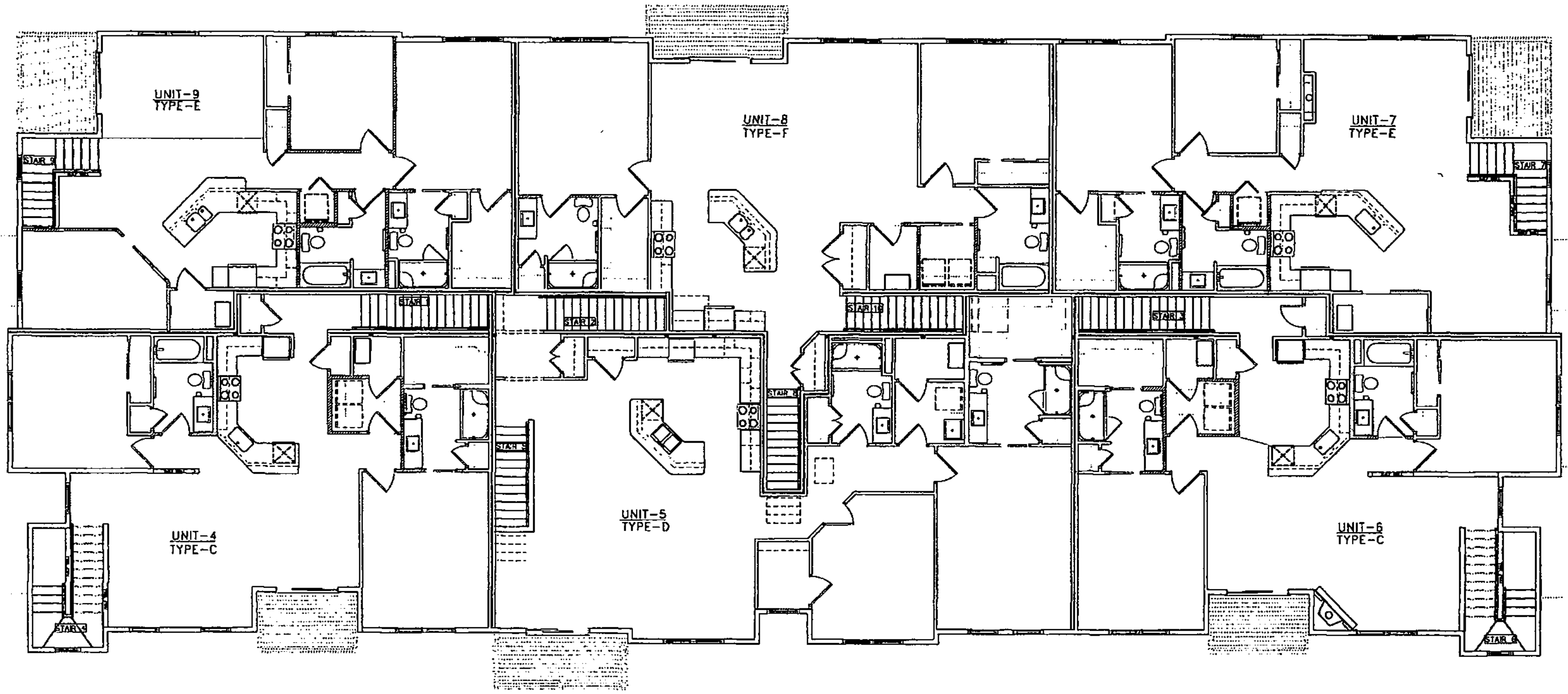
Exhibit C

AMENDED FLOOR PLANS (BUILDING C7)

[See Attached]

VOL: 553 PG: 181 DOC: 00067459





SQUARE FOOTAGES	UNIT 1
FIRST FLOOR	1,345
SUBTOTAL	1,345
GARAGE	405
PATIO	60
TOTAL	1,811

SQUARE FOOTAGES	UNIT 2
FIRST FLOOR	1,600
SUBTOTAL	1,600
GARAGE	346
PATIO	0
TOTAL	1,946

SQUARE FOOTAGES	UNIT 3
FIRST FLOOR	1,345
SUBTOTAL	1,345
GARAGE	406
PATIO	60
TOTAL	1,811

SQUARE FOOTAGES	UNIT 4
FIRST FLOOR	54
SECOND FLOOR	1,452
SUBTOTAL	1,506
GARAGE	366
DECK	60
TOTAL	1,932

SQUARE FOOTAGES	UNIT 5
FIRST FLOOR	79
SECOND FLOOR	1,795
SUBTOTAL	1,874
GARAGE	354
DECK	74
TOTAL	2,302

SQUARE FOOTAGES	UNIT 6
FIRST FLOOR	54
SECOND FLOOR	1,452
SUBTOTAL	1,506
GARAGE	370
DECK	60
TOTAL	1,936

SQUARE FOOTAGES	UNIT 7
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	1,376
GARAGE	406
DECK	80
TOTAL	1,862

SQUARE FOOTAGES	UNIT 8
FIRST FLOOR	114
SECOND FLOOR	1,524
SUBTOTAL	1,638
GARAGE	342
DECK	72
TOTAL	2,052

SQUARE FOOTAGES	UNIT 9
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	1,376
GARAGE	416
DECK	80
TOTAL	1,872

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit, and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

____

SECOND FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

FINNEY CROSSING
BUILDING C7

Snyder Homes
4076 Shelburne Road, Suite 8
Shelburne, Vermont 05482
p 802.985.5722 - f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION
1		

05/14/18 | DOC
M. Dufresne

A1.1

Exhibit D

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C4-1	$1,000.00	3.0304%
C4-2	$1,000.00	3.0304%
C4-3	$1,000.00	3.0304%
C4-4	$1,000.00	3.0304%
C4-5	$1,000.00	3.0304%
C4-6	$1,000.00	3.0304%
C4-7	$1,000.00	3.0304%
C4-8	$1,000.00	3.0304%
C4-9	$1,000.00	3.0304%
C5-1	$1,000.00	3.0304%
C5-2	$1,000.00	3.0304%
C5-3	$1,000.00	3.0304%
C5-4	$1,000.00	3.0304%
C5-5	$1,000.00	3.0304%
C5-6	$1,000.00	3.0304%
C5-7	$1,000.00	3.0304%
C5-8	$1,000.00	3.0304%
C5-9	$1,000.00	3.0304%
C6-1	$1,000.00	3.0304%
C6-2	$1,000.00	3.0304%
C6-3	$1,000.00	3.0304%
C6-4	$1,000.00	3.0304%
C6-5	$1,000.00	3.0304%
C6-6	$1,000.00	3.0304%
C7-1	$1,000.00	3.0304%
C7-2	$1,000.00	3.0304%
C7-3	$1,000.00	3.0304%
C7-4	$1,000.00	3.0304%
C7-5	$1,000.00	3.0304%
C7-6	$1,000.00	3.0304%
C7-7	$1,000.00	3.0304%
C7-8	$1,000.00	3.0304%
C7-9	$1,000.00	3.0304%
Total	$33,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lot CR-1 and/or to construct and add additional Buildings and Units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

END OF DOCUMENT

<1257730v1/RHR>

VOL: 556 PG: 570 DOC: 00068623
WILLISTON, VT TOWN CLERK'S OFFICE
Received Sep 14,2018 10:45A
Recorded in VOL: 556 PG: 570- 581
Of Williston Land Records
ATTEST: Deborah Beckett, Town Clerk

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This Fourth Amendment to Declaration of Condominium for the Finney Crossing Residential Condominium (the "Amendment") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. The Declarant declared and established a condominium known as the Finney Crossing Residential Condominium located in the Town of Williston, Vermont, as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated March 27, 2017 and recorded in Volume 542 at Page 824 of the Town of Williston Land Records, by Second Amendment to Declaration dated November 20, 2017 and recorded in Volume 549 at Pages 349-357 of Town of Williston Land Records and by Third Amendment to Declaration dated May 17, 2018 and recorded in Volume 553 at Page 176 of Town of Williston Land Records(the "Declaration").

2. The Declaration contemplates the phased construction of sixty (60) residential condominium units in seven (7) Buildings on Condominium Lots CR-19, CR-4 and CR-1, and establishes the first four (4) Buildings consisting of Building C4 located on Condominium Lot CR-19, within which are located nine (9) Units, numbered C4-1 through C4-9, Building C5 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C5-1 through C5-9, Building C6 located on Condominium Lot CR-4, within which are located six (6) Units, numbered C6-1 through C6-6 and Building C7 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C7-1 through C7-9, as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records, as amended by revision dated November 11, 2016 and recorded in Map Slide 183D of the Town of Williston Land Records, and by revision dated October 26, 2017 and recorded in Map Slide 210D of the Town of Williston Land Records, and by revision dated November 1, 2017 and recorded in Map Slide 218D of the Town of Williston Land Records (the "Condominium Plan").

3. The Declarant has constructed one (1) additional Building on Condominium Lot CR-1 known as Building C3, within which are located nine (9) Units, numbered C3-1 through C3-9 as shown on the Amended Condominium Plan and Floor Plans (Building C3) attached hereto, and makes this Amendment to add Condominium Lot CR-1 to the Condominium and to establish and declare these nine (9) additional Units in Building C3 of the Condominium.

NOW, THEREFORE,

Pursuant to Section 3.3 and Article 13 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 1. **Modification of Property**. Condominium Lot CR-1, containing 2.21 acres, more or less, is hereby added to the Condominium, as further described in amended Exhibit A attached hereto.

Section 2. **Description of Condominium Generally**. The first paragraph of Section 2.2 of the Declaration is hereby amended to read as follows:

As of the date hereof, the condominium development that is subject to this Declaration consists of five (5) Buildings on the Property, known as Building C3, Building C4, Building C5, and Building C7, each containing nine (9) Units, and Building C6, containing six (6) Units, for a total of forty-two (42) Units, as depicted on the Amended Condominium Plan attached as Exhibit B, the Floor Plans attached as Exhibit C and the revised Allocated Interest table attached as Exhibit D. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described in Article 13 of the Declaration, Declarant reserves the Development Rights for the construction of additional future Buildings and Units on Condominium Lot CR-1 as shown on the Plat and Condominium Plan.

Section 3. **Exhibits**. Exhibit A, Exhibit B, Exhibit C and Exhibit D of the Declaration are hereby deleted and/or modified by Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto which shall be substituted in lieu thereof.

Section 4. **Effect of Amendment**. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this document as of the 13 day of September, 2018.

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 13th day of September, 2018, personally appeared Christopher R. Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS, LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS, LLC**.

Before me, ______________________
Notary Public

Printed Name: Robert H. Rushford

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit A

PROPERTY DESCRIPTION

A certain piece or parcel of land, with the improvements thereon and appurtenances thereto, located in the Town of Williston, County of Chittenden, State of Vermont, and more particularly described as follows:

Being all of **Condominium Lot CR-19**, **Condominium Lot CR-4** and **Condominium Lot CR-1** as described and defined in the Declaration of Planned Community for Finney Crossing and its exhibits, dated March 13, 2012 and recorded in Volume 480 at Page 522 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated May 10, 2012 and recorded in Volume 483 at Page 231 of the Town of Williston Land Record, by Second Amendment to Declaration dated February 4, 2013 and recorded in Volume 495 at Page 444 of the Town of Williston Land Records, by Third Amendment to Declaration dated July 10, 2013 and recorded in Volume 502 at Page 530 of the Town of Williston Land Records, by Fourth Amendment to Declaration dated January 10, 2014 and recorded in Volume 508 at Page 492 of the Town of Williston Land Records, by Fifth Amendment to Declaration dated February 18, 2014 and recorded in Volume 509 at Page 161 of the Town of Williston Land Records, by Sixth Amendment to Declaration dated October 24, 2014 and recorded in Volume 516 at Page 1038 of the Town of Williston Land Records, by Seventh Amendment to Declaration dated December 4, 2014 and recorded in Volume 518 at Page 141 of the Town of Williston Land Records, by Eighth Amendment dated June 6, 2016 and recorded in Volume 534 at Page 174 of the Town of Williston Land Records, and as further amended from time to time (the "Declaration"), and as shown on a plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3) and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, by revision to Sheet 2 of 4, last revised July 23, 2013 and recorded in Map Slide 070C of the Town of Williston Land Records and by revisions to Sheets 1 through 4 of 4, last revised March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101C of the Town of Williston Land Records, as revised by revision to Sheet 4 of 4 dated September 21, 2015 and recorded as Map Slide 130D of the Town of Williston Land Records (the "Plat").

Being a portion of the lands and premises conveyed to The Snyder Taft Corners LLC by Warranty Deed from Jean G. Pecor and RCP Realty, LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records.

The Property is subject to and has the benefit of easements and rights of way over all the streets shown on the Plat and easements for the utilities located therein until such streets and utilities are accepted by the municipality as public streets and utilities, and are conveyed with easements for water, wastewater and stormwater lines and improvements outside street boundaries which serve the Property as shown on the Plat. Reference is made to the Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat), and the Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records, and the Declaration.

The Property includes forty-two (42) of the memberships in the Finney Crossing Residential Master Association, Inc. (the "Association"), the membership corporation formed to own, operate and maintain, supervise and otherwise care for and manage portions of the open space and common recreation areas and facilities located at Finney Crossing, A Planned Community. The membership shall be appurtenant to and indivisible from the ownership of the Property.

The Property is conveyed subject to and with the benefit of: (a) all easements and rights of way depicted on the Plat and as of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-611, both inclusive; (b) the terms and conditions of the following permits: (i) Town of Williston Development Review Board Approval No. DP 09-01 dated September 9, 2008, as amended by Approval No. SUB 04-01/DP 09-01 dated August 23, 2011, and as further amended by Williston Development Review Board approvals of Discretionary Permit #DP 09-01 dated February 14, 2012 and recorded in Volume MS53 at Page 510 of the Town of Williston Land Records and dated May 13, 2014 and recorded in Volume 512 at Page 786 of the Town of Williston Land Records and dated May 2, 2016 and recorded in Volume 532 at Page 255 of the Town of Williston Land Records; (ii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-2 dated December 8, 2008 and recorded in Volume 476 at Page 207 of the Town of Williston Land Records; (iii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-3 dated October 4, 2011 and recorded in Volume 476 at Page 210 of the Town of Williston Land Records, and as further amended by Permit Amendment No. WW-4-0415-4 dated January 11, 2012 and recorded in Volume 479 at Page 104 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-6 dated December 13, 2012 and recorded in Volume 493 at Page 421, and re-recorded in Volume 494 at Page 136, of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-8 dated January 14, 2014 and recorded in Volume 509 at Page 69 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-9 dated March 24, 2014 and recorded in Volume 510 at Page 808 of the Town of Williston Land Records; by Permit Amendment No. WW-4-0415-10 dated July 11, 2014 and recorded in Volume 515 at Page 116 of the Town of Williston Land Records as revised by WW-4-0415-10R dated October 8, 2014 and recorded in Volume 538 at Page 46 of the Town of Williston Land Records; Permit Amendment No. WW-4-0415-11 dated September 26, 2014 and recorded in Volume 516 at Page 427 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-12 dated December 22, 2014 and recorded in Volume 519 at Page 128 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-13 dated October 9, 2015 and recorded in Volume 527 at Page 923 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-14 dated May 6, 2016 and recorded in Volume 533 at Page 606 and Page 731 of the Town of Williston Land Records, and by Permit Amendment No. WW-4-0415-15 dated August 22, 2016 and recorded in Volume 537 at Page 116 and Page 282 of the Town of Williston Land Records; (iv) State of Vermont Land Use Permit No. 4C0887-1R issued December 16, 2009 and recorded in Volume 451 at Page 27 of the Town of Williston Land Records, as amended by State of Vermont Land Use Permit No. 4C0887-1R-A dated October 19, 2011 and recorded in Volume 474 at Page 696 of the Town of Williston Land Records, by Land Use Permit Amendment No. 4C0887-1R-B dated March 30, 2012 and recorded in Volume 481 at Page 127 of the Town of Williston Land Records and re-recorded in Volume 481 at Page 212 of the Town of Williston Land Records, and as further amended by State of Vermont Land Use Permit Amendment No. 4C0887-1R-C dated October 16, 2012 and recorded in Volume 490 at Page 745 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-1R-D dated December 24, 2012 and recorded in Volume 493 at Page 614 of the Town of Williston Land Records and State of Vermont Land Use Permit Amendment No. 4C0887-1R-E dated July 18, 2013 and recorded in Volume 502 at Page 766 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-IR-G dated August 7, 2014 and recorded in Volume 515 at Page 119 of the Town of Williston Land Records, State of Vermont Land Use Permit Amendment No. 4C0887-1R-H dated December 16, 2014 and recorded in Volume 518 at Page 404 of the Town of Williston Land Records, by State of Vermont Land Use Permit Amendment No. 4C0887-1R-I and 4C0720R-6B dated October 30, 2014 and recorded in Volume 517 at Page 156 of the Town of Williston Land Records, and State of Vermont Land Use Permit Amendment No. 4C0887-1R-J dated September 21, 2016 and recorded in Volume 537 at Page 1006 of the Town of Williston Land Records; (v) Authorization to Discharge (Stormwater) Under General Permit No. 3-9015, No. 5064-INDS issued on November 15, 2007, a Notice of Issuance of Stormwater Discharge Permit being recorded in Volume 422 at Page 737 of the Town of Williston Land Records, as amended by Stormwater Discharge Permit No. 5064-INDS.A, Project EJ07-0077 dated February 21, 2012, a Notice of Issuance being recorded in Volume 485 at Page 333 of the Town of Williston Land Records, and by Stormwater Discharge Permit No. 5064-INDSA1 was dated November 18, 2014, a Notice of Issuance being recorded in Volume 518 at Page 323 of the Town of Williston Land Records; (vi) Construction General Permit NOI# 5064-9020 issued on July 24, 2007, as amended by Authorization of Notice of Intent #5064-9020.1 dated October 24, 2011, by Construction General Permit (CGP) 3-9020 (Amended 2008), Authorization of Notice of Intent #5064-9020.2 dated February 17, 2012 and by Construction General Permit Authorization of Notice of Intent #5064-9020R dated January 9, 2014; (vii) Public Water System Permit to Construct No. C-1954-07.01, WSID #5098, PIN #EJ07-0077 issued on December 6, 2011; and (viii) Authorization under Vermont General Permit issued by the Department of the Army, Corps of Engineers dated May 20, 2008; (c) Irrevocable Offer of Dedication from The Snyder Taft Corners LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat); (d) Private Footing Drain Maintenance Agreement between The Snyder Taft Corners LLC and the Town of Williston dated December 15, 2011; (e) Utility easement 10' in width conveyed by Stephen E. Gianarelli and Jean G. Pecor to Green Mountain Power Corporation and Telephone Operating Company of Vermont LLC (a/k/a Fairpoint Communications) by Deed dated August 26, 2008 and recorded in Volume 432 at Page 420 of the Town of Williston Land Records; (f) Water Line Agreement between Village Associates, LLC and The Snyder Taft Corners Limited Partnership dated January 18, 2007 and recorded in Volume 416 at Page 241 of the Town of Williston Land Records; (g) Reciprocal Easement Agreement between Village Associates, LLC, The Snyder Taft Corners Limited Partnership and JCST, LLC dated December 28, 2006 and recorded in Volume 416 at Pages 236 of the Town of Williston Land Records; (h) Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records; (i) Stormwater Offset Access Agreement between The Snyder Taft Corners Limited Partnership, JCST, LLC and the Town of Williston dated November 7, 2007 and recorded in Town Proceeding Volume 13 at Page 311 of the Town of Williston Land Records; (j) Reserved easements set forth in the Warranty Deed from Jean C. Pecor and RCP Realty, LLC to The Snyder Taft Corners LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records; (k) Sewer line easement granted by Jean Pecor and Stephen Gianarelli to the Town of Williston by Deed dated January 27, 1982 and recorded in Volume 68 at Page 40 of the Town of Williston Land Records; (l) "Sensitive Archaeological Site VT-CH-217" and Buffer Zone, Watershed Protection Zone and Flood Plain areas as depicted on the Plat and Project Plans; (m) Deed of Easement for Pipelines from The Snyder Taft Corners LLC to Vermont Gas Systems, Inc. dated February 28, 2012 and recorded in Volume 482 at Page 265 of the Town of Williston Land Records; (n) Easement from The Snyder Taft Corners LLC to Green Mountain Power Corporation dated August 6, 2013 and recorded in in Volume 505 at Page 73 of the Town of Williston Land Records; and (o) Easement from The Snyder Taft Corners LLC to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/ NewYork/ North Carolina/Virginia/Vermont LLC to be recorded in the Town of Williston Land Records.

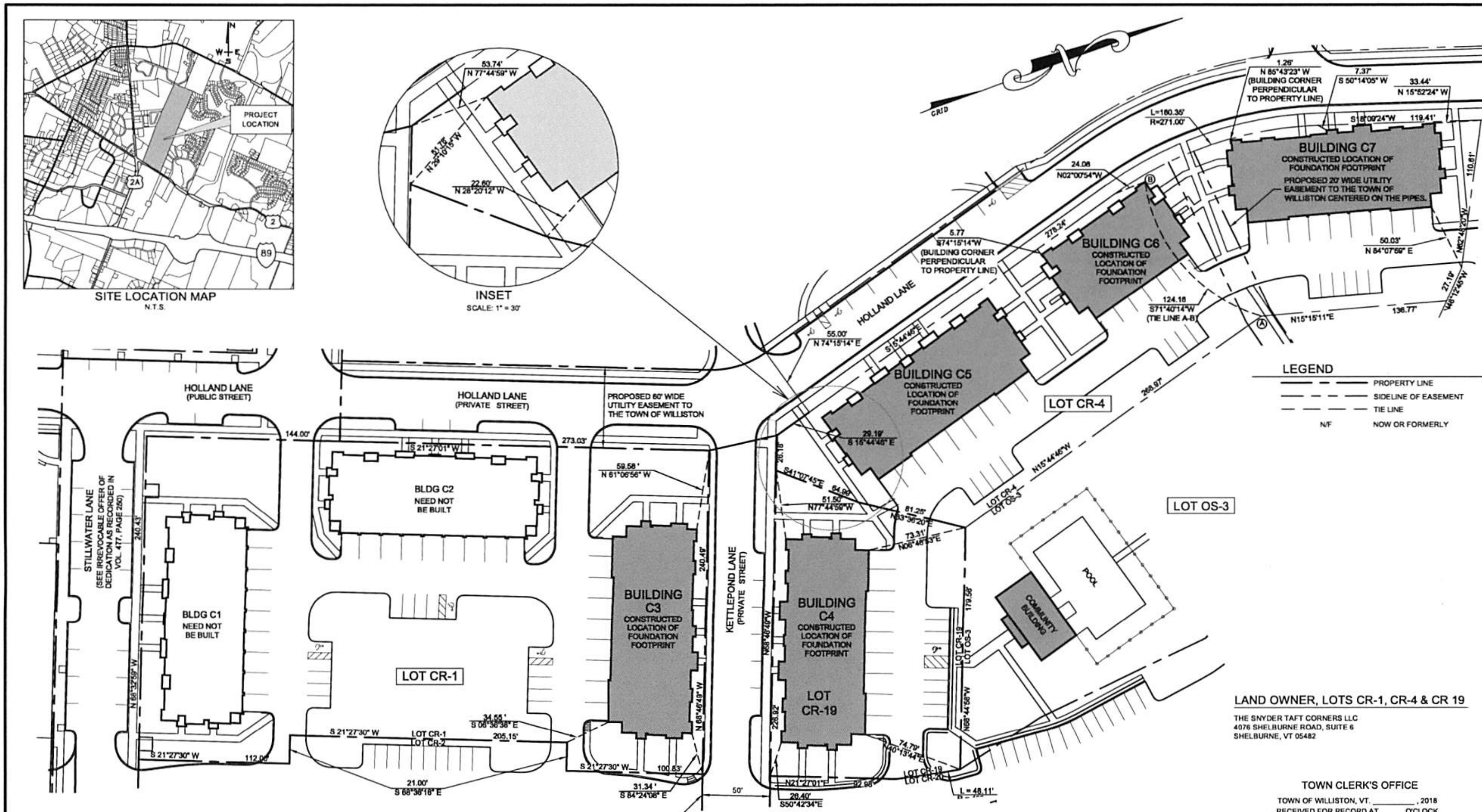
Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

<u>Exhibit B</u>

AMENDED CONDOMINIUM PLAN

[See Attached]

VOL: 556 PG: 576 DOC: 00068623



NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5987 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-1, CR-4, CR-19 & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUMS FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOTS CR-1, CR-4 & CR-19, ARE SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 482, PAGES 265-266 OF THE WILLISTON LAND RECORDS.
5. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY AND REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
6. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDING C3 ON LOT CR-1, BUILDING C4 ON LOT CR-19 AND BUILDINGS C5, C6, AND C7 ON LOT CR-4 IN THEIR ACTUAL LOCATIONS. ALL OTHER BUILDINGS NEED NOT BE BUILT.
7. THE UTILITIES TO SERVE THESE BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
8. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
9. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, AND STILLWATER LANE ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4076 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT. __________, 2018
RECEIVED FOR RECORD AT______ O'CLOCK
__ M., AND RECORDED IN SLIDE # _____

ATTEST: ______________ TOWN CLERK

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS _____ DAY OF ___________, 2018

SWORN TO BEFORE ME:
DATED THIS _____ DAY OF ___________, 2018

______________________ NOTARY PUBLIC

date	description	by
	REVISIONS	

THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:
- ☐ SKETCH/CONCEPT
- ☐ PRELIMINARY
- ■ FINAL
- ☐ RECORD DRAWING

OF SHEETS: 1

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM

KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

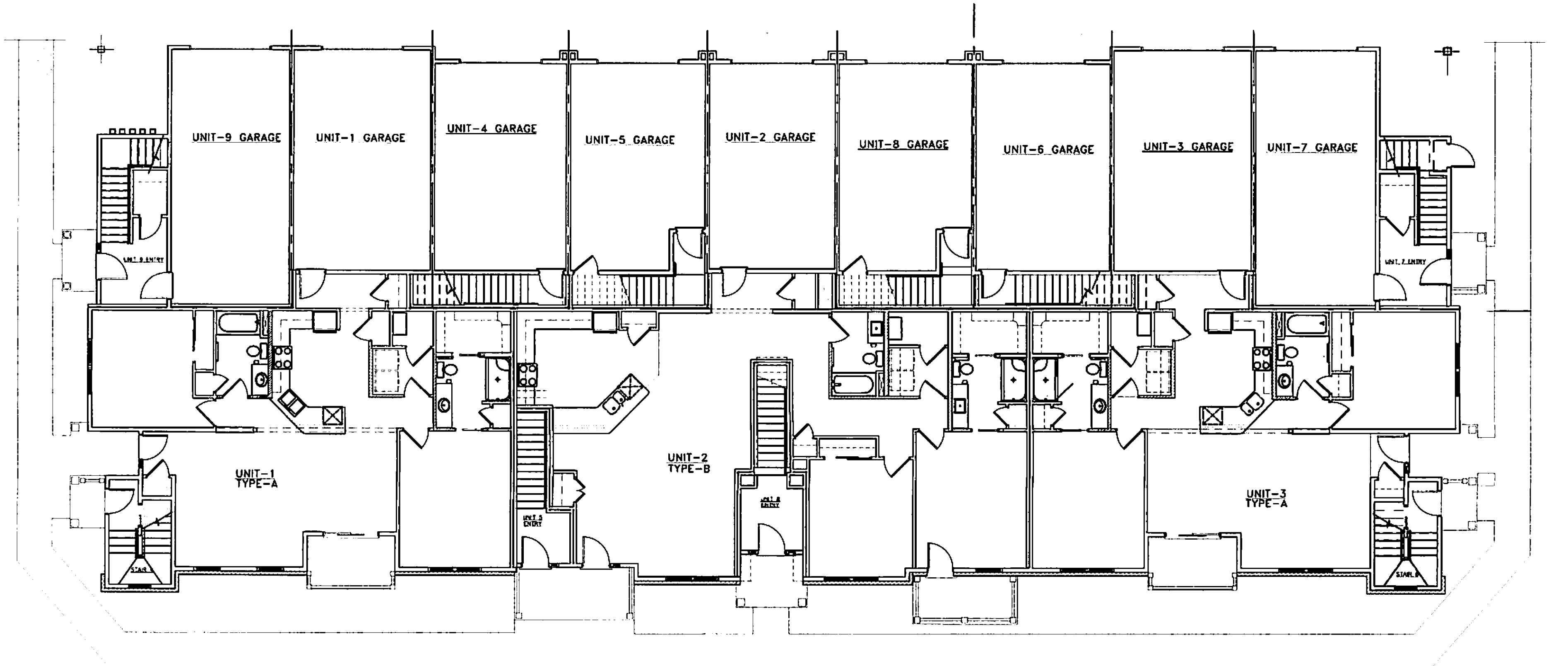
proj. no.	01087
survey	KMR
design	-
drawn	DLH
checked	ABR
date	04-09-18
scale	AS SHOWN
sht. no.	1

VOL: 556 PG: 576 DOC: 00068623

Exhibit C

AMENDED FLOOR PLANS (BUILDING C3)

[See Attached]



SQUARE FOOTAGES	UNIT 1
FIRST FLOOR	1,343
SUBTOTAL	1,343
GARAGE	408
PATIO	60
TOTAL	1,811

SQUARE FOOTAGES	UNIT 2
FIRST FLOOR	1,600
SUBTOTAL	1,600
GARAGE	346
PATIO	0
TOTAL	1,946

SQUARE FOOTAGES	UNIT 3
FIRST FLOOR	1,343
SUBTOTAL	1,343
GARAGE	408
PATIO	60
TOTAL	1,811

SQUARE FOOTAGES	UNIT 4
FIRST FLOOR	54
SECOND FLOOR	1,452
SUBTOTAL	1,506
GARAGE	366
DECK	60
TOTAL	1,932

SQUARE FOOTAGES	UNIT 5
FIRST FLOOR	79
SECOND FLOOR	1,795
SUBTOTAL	1,874
GARAGE	354
DECK	74
TOTAL	2,302

SQUARE FOOTAGES	UNIT 6
FIRST FLOOR	54
SECOND FLOOR	1,452
SUBTOTAL	1,506
GARAGE	370
DECK	60
TOTAL	1,936

SQUARE FOOTAGES	UNIT 7
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	1,376
GARAGE	406
DECK	80
TOTAL	1,862

SQUARE FOOTAGES	UNIT 8
FIRST FLOOR	114
SECOND FLOOR	1,524
SUBTOTAL	1,638
GARAGE	342
DECK	72
TOTAL	2,052

SQUARE FOOTAGES	UNIT 9
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	1,376
GARAGE	416
DECK	80
TOTAL	1,872

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

FIRST FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

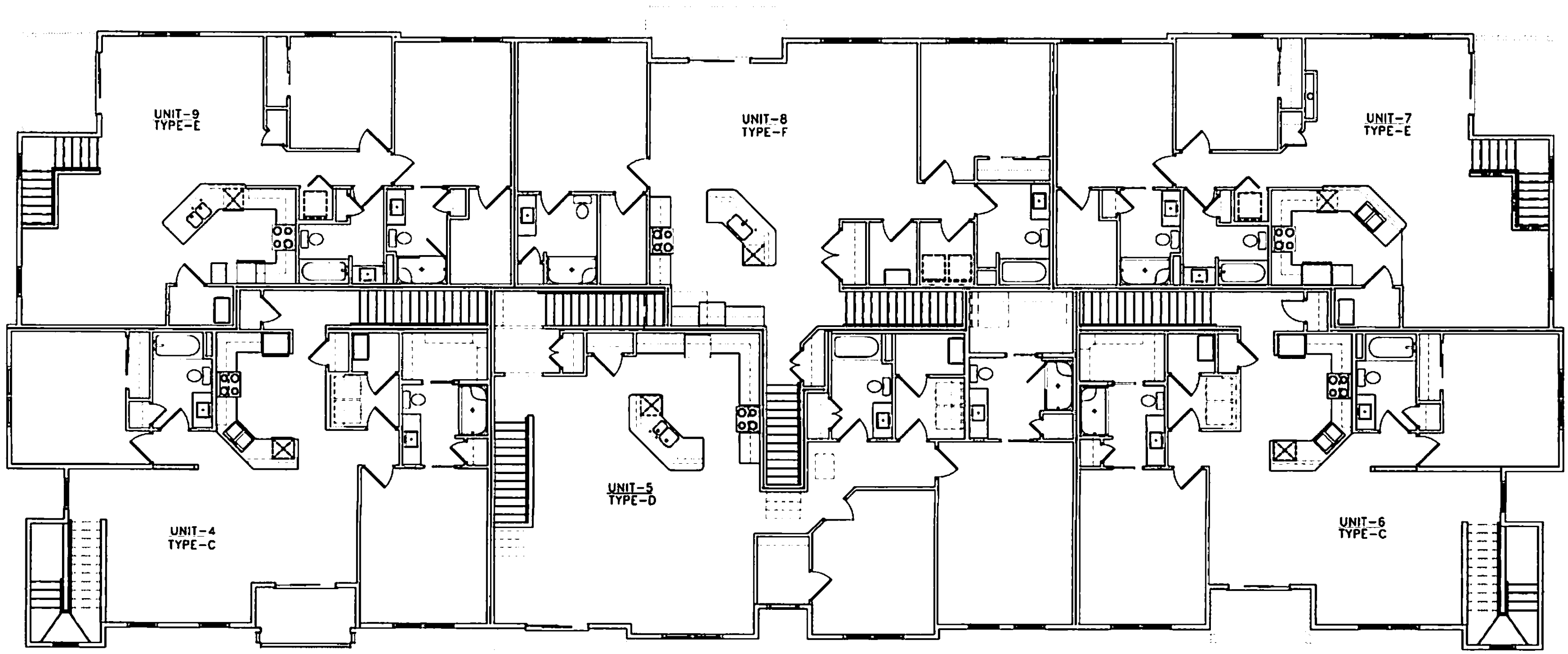
FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C3

Snyder Homes
Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 · f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

09/06/18 DOC
M Dufresne

A1.0



SQUARE FOOTAGES	[illegible]
FIRST FLOOR	1,345
SUBTOTAL	1,345
GARAGE	406
PATIO	60
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	[illegible]
SUBTOTAL	[illegible]
GARAGE	344
PATIO	0
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	1,345
SUBTOTAL	1,345
GARAGE	406
PATIO	60
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	54
SECOND FLOOR	[illegible]
SUBTOTAL	[illegible]
GARAGE	344
DECK	60
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	78
SECOND FLOOR	[illegible]
SUBTOTAL	[illegible]
GARAGE	[illegible]
DECK	74
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	54
SECOND FLOOR	[illegible]
SUBTOTAL	[illegible]
GARAGE	370
DECK	60
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	[illegible]
GARAGE	406
DECK	60
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	114
SECOND FLOOR	1,524
SUBTOTAL	[illegible]
GARAGE	342
DECK	72
TOTAL	[illegible]

SQUARE FOOTAGES	[illegible]
FIRST FLOOR	104
SECOND FLOOR	1,272
SUBTOTAL	[illegible]
GARAGE	416
DECK	60
TOTAL	[illegible]

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

____

SECOND FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C3

Snyder Homes
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 - f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

09/06/13 | DOC
M Dufresne

A1.1

Exhibit D

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C3-1	$1,000.00	2.381%
C3-2	$1,000.00	2.381%
C3-3	$1,000.00	2.381%
C3-4	$1,000.00	2.381%
C3-5	$1,000.00	2.381%
C3-6	$1,000.00	2.381%
C3-7	$1,000.00	2.381%
C3-8	$1,000.00	2.381%
C3-9	$1,000.00	2.381%
C4-1	$1,000.00	2.381%
C4-2	$1,000.00	2.381%
C4-3	$1,000.00	2.381%
C4-4	$1,000.00	2.381%
C4-5	$1,000.00	2.381%
C4-6	$1,000.00	2.381%
C4-7	$1,000.00	2.381%
C4-8	$1,000.00	2.381%
C4-9	$1,000.00	2.381%
C5-1	$1,000.00	2.381%
C5-2	$1,000.00	2.381%
C5-3	$1,000.00	2.381%
C5-4	$1,000.00	2.381%
C5-5	$1,000.00	2.381%
C5-6	$1,000.00	2.381%
C5-7	$1,000.00	2.381%
C5-8	$1,000.00	2.381%
C5-9	$1,000.00	2.381%
C6-1	$1,000.00	2.381%
C6-2	$1,000.00	2.381%
C6-3	$1,000.00	2.381%
C6-4	$1,000.00	2.381%
C6-5	$1,000.00	2.381%
C6-6	$1,000.00	2.381%
C7-1	$1,000.00	2.381%
C7-2	$1,000.00	2.381%
C7-3	$1,000.00	2.381%
C7-4	$1,000.00	2.381%
C7-5	$1,000.00	2.381%

C7-6	$1,000.00	2.381%
C7-7	$1,000.00	2.381%
C7-8	$1,000.00	2.381%
C7-9	$1,000.00	2.381%
Total	$42,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lots CR-1 and/or to construct and add additional Buildings and Units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

END OF DOCUMENT

Exhibit "E"

ASSOCIATION BYLAWS

[See Attached]

VOL: 559 PG: 412 DOC: 00069575
WILLISTON, VT TOWN CLERK'S OFFICE
Received Jan 31,2019 08:23A
Recorded in VOL: 559 PG: 412- 420
Of Williston Land Records
ATTEST: Deborah Beckett, Town Clerk

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM

This Fifth Amendment to Declaration of Condominium for the Finney Crossing Residential Condominium (the "Amendment") is made by **THE SNYDER TAFT CORNERS LLC**, a Vermont limited liability company with a place of business in Shelburne, County of Chittenden and State of Vermont (the "Declarant").

Background

1. The Declarant declared and established a condominium known as the Finney Crossing Residential Condominium located in the Town of Williston, Vermont, as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated March 27, 2017 and recorded in Volume 542 at Page 824 of the Town of Williston Land Records, by Second Amendment to Declaration dated November 20, 2017 and recorded in Volume 549 at Pages 349-357 of Town of Williston Land Records, by Third Amendment to Declaration dated May 17, 2018 and recorded in Volume 553 at Page 176 of the Town of Williston Land Records, and by Fourth Amendment to Declaration of Condominium dated September 13, 2018 and recorded in Volume 556 at Page 570 of the Town of Williston Land Records (the "Declaration").

2. The Declaration contemplates the phased construction of sixty (60) residential condominium units in seven (7) Buildings on Condominium Lots CR-19, CR-4 and CR-1, and establishes the first five (5) Buildings consisting of Building C4 located on Condominium Lot CR-19, within which are located nine (9) Units, numbered C4-1 through C4-9, Building C5 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C5-1 through C5-9, Building C6 located on Condominium Lot CR-4, within which are located six (6) Units, numbered C6-1 through C6-6, Building C7 located on Condominium Lot CR-4, within which are located nine (9) Units, numbered C7-1 through C7-9 and Building C3 located on Condominium Lot CR-1, within which are located nine (9) Units, numbered C3-1 through C3-9, as depicted on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records, as amended by revision dated November 11, 2016 and recorded in Map Slide 183D of the Town of Williston Land Records, by revision dated October 26, 2017 and recorded in Map Slide 210D of the Town of Williston Land Records, by revision dated November 1, 2017 and recorded in Map Slide 218D of the Town of Williston Land Records, and by revision dated April 9, 2018 and recorded in Map Slide 225C of the Town of Williston Land Records (the "Condominium Plan").

3. The Declarant has constructed one (1) additional Building on Condominium Lot CR-1 known as Building C2, within which are located nine (9) Units, numbered C2-1 through C2-9 as shown on the Amended Condominium Plan and Floor Plans (Building C2) attached hereto, and makes this Amendment to establish and declare these nine (9) additional Units in Building C2 of the Condominium.

NOW, THEREFORE,

Pursuant to Section 3.3 and Article 13 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 1. **Description of Condominium Generally**. The first paragraph of Section 2.2 of the Declaration is hereby amended to read as follows:

As of the date hereof, the condominium development that is subject to this Declaration consists of six (6) Buildings on the Property, known as Building C2, Building C3, Building C4, Building C5, and Building C7, each containing nine (9) Units, and Building C6, containing six (6) Units, for a total of fifty-one (51) Units, as depicted on the Amended Condominium Plan attached as Exhibit B, the Floor Plans attached as Exhibit C and the revised Allocated Interest table attached as Exhibit D. Declarant reserves the development rights to complete or modify the Condominium as set forth in Article 13, including the subdivision of the Units. In addition, as further described in Article 13 of the Declaration, Declarant reserves the Development Rights for the construction of additional future Buildings and Units on Condominium Lot CR-1 as shown on the Plat and Condominium Plan.

Section 2. **Exhibits**. Exhibit B, Exhibit C and Exhibit D of the Declaration are hereby deleted and/or modified by Exhibit B, Exhibit C and Exhibit D attached hereto which shall be substituted in lieu thereof.

Section 3. **Effect of Amendment**. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this document as of the 25 day of January, 2019.

THE SNYDER TAFT CORNERS LLC

By: ______________________
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 25 day of January, 2019, personally appeared Christopher R. Snyder, Duly Authorized Agent of **THE SNYDER TAFT CORNERS, LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE SNYDER TAFT CORNERS, LLC**.

Before me, ______________________
Notary Public

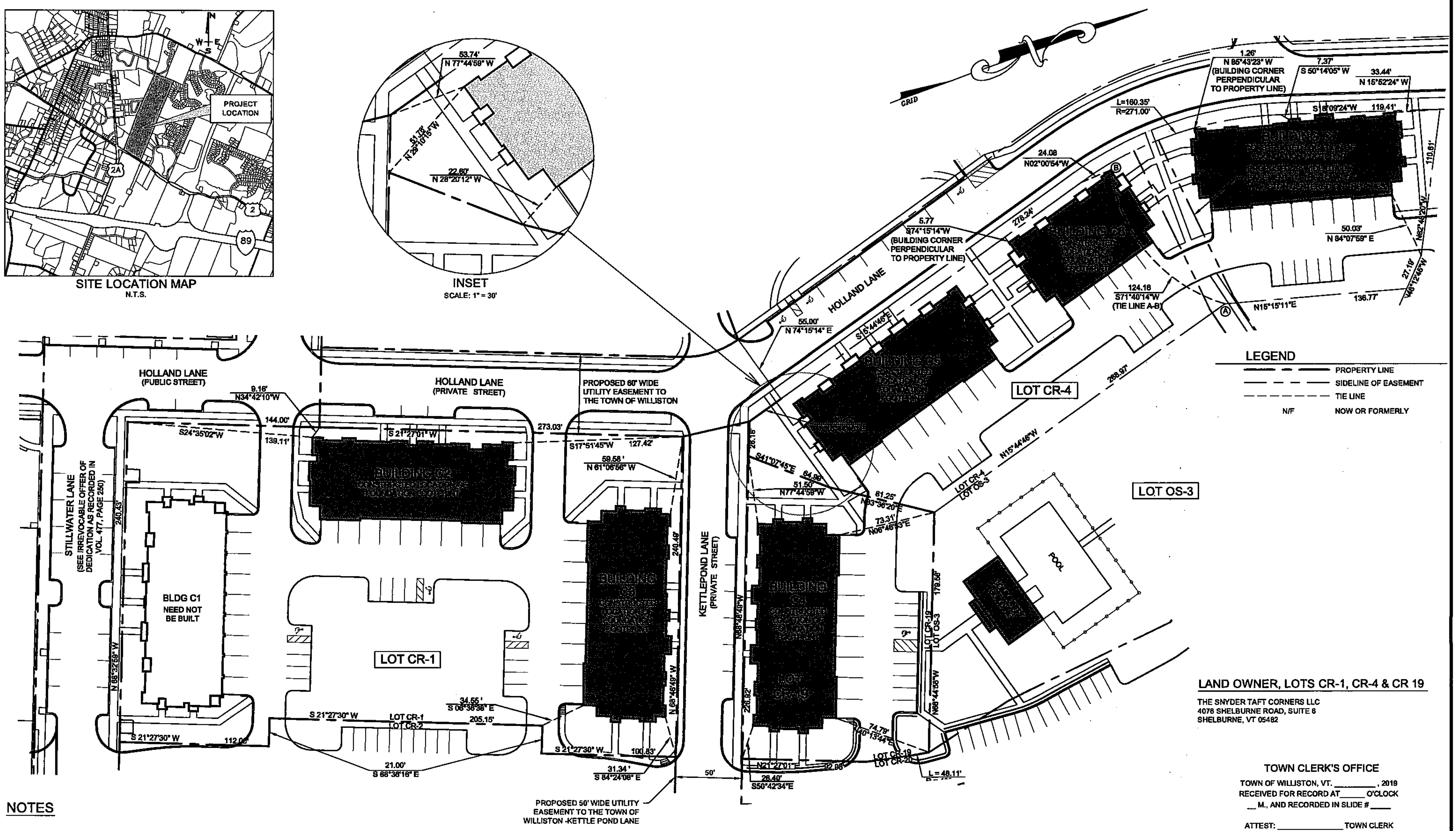
Printed Name: Jean A. Lagrow

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit B

AMENDED CONDOMINIUM PLAN

[See Attached]



LEGEND

PROPERTY LINE
SIDELINE OF EASEMENT
TIE LINE
N/F NOW OR FORMERLY

LAND OWNER, LOTS CR-1, CR-4 & CR 19

THE SNYDER TAFT CORNERS LLC
4076 SHELBURNE ROAD, SUITE 6
SHELBURNE, VT 05482

TOWN CLERK'S OFFICE

TOWN OF WILLISTON, VT. __________, 2019
RECEIVED FOR RECORD AT______ O'CLOCK
__ M., AND RECORDED IN SLIDE # _____

ATTEST: ______________ TOWN CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS: "SUBDIVISION PLAT (SOUTH AND CENTRAL), FINNEY CROSSING, 5987 WILLISTON ROAD, WILLISTON VERMONT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED NOVEMBER 30, 2005, LAST REVISED MARCH 28, 2014, AND RECORDED IN MAP SLIDES 100C AND 100D OF THE TOWN OF WILLISTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLANS BY LAMOUREUX & DICKINSON.
3. LOTS CR-1, CR-4, CR-19 & OS-3 ARE SUBJECT TO A CROSS-EASEMENT AGREEMENT FOR THE HOMEOWNERS' ASSOCIATION AS DESCRIBED IN THE DECLARATION OF CONDOMINIUMS FOR THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM RECORDED IN THE TOWN OF WILLISTON LAND RECORDS.
4. LOTS CR-1, CR-4 & CR-19, ARE SUBJECT TO A 10 FEET WIDE EASEMENT CENTERED ON THE PIPELINE AS INSTALLED PER A DEED OF EASEMENT FOR PIPELINES TO VERMONT GAS SYSTEMS, INC. AS RECORDED IN VOLUME 482, PAGES 285-286 OF THE WILLISTON LAND RECORDS.
5. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY AND REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
6. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF BUILDINGS C2 & C3 ON LOT CR-1, BUILDING C4 ON LOT CR-19 AND BUILDINGS C5, C6, AND C7 ON LOT CR-4 IN THEIR ACTUAL LOCATIONS. ALL OTHER BUILDINGS NEED NOT BE BUILT.
7. THE UTILITIES TO SERVE THESE BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
8. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE TOWN OF WILLISTON LAND RECORDS.
9. THE DRIVEWAYS, PARKING SPACES, SIDEWALKS, PAVED PATHS, KETTLEPOND LANE, HOLLAND LANE, AND STILLWATER LANE ARE SHOWN IN THEIR DESIGN LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS _____ DAY OF ____________, 2019

________________________ DOUGLAS HENSON, L.S.

SWORN TO BEFORE ME:
DATED THIS _____ DAY OF ____________, 2019

________________________ NOTARY PUBLIC
ANDREW B. ROWE COMMISSION EXPIRES: 7/31/2020

date	description	by
	REVISIONS	
	THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:	# OF SHEETS
	☐ SKETCH/CONCEPT ☐ PRELIMINARY ■ FINAL ☐ RECORD DRAWING	1

FINNEY CROSSING RESIDENTIAL CONDOMINIUM
KETTLEPOND LANE
WILLISTON, VERMONT

CONDOMINIUM PLAN

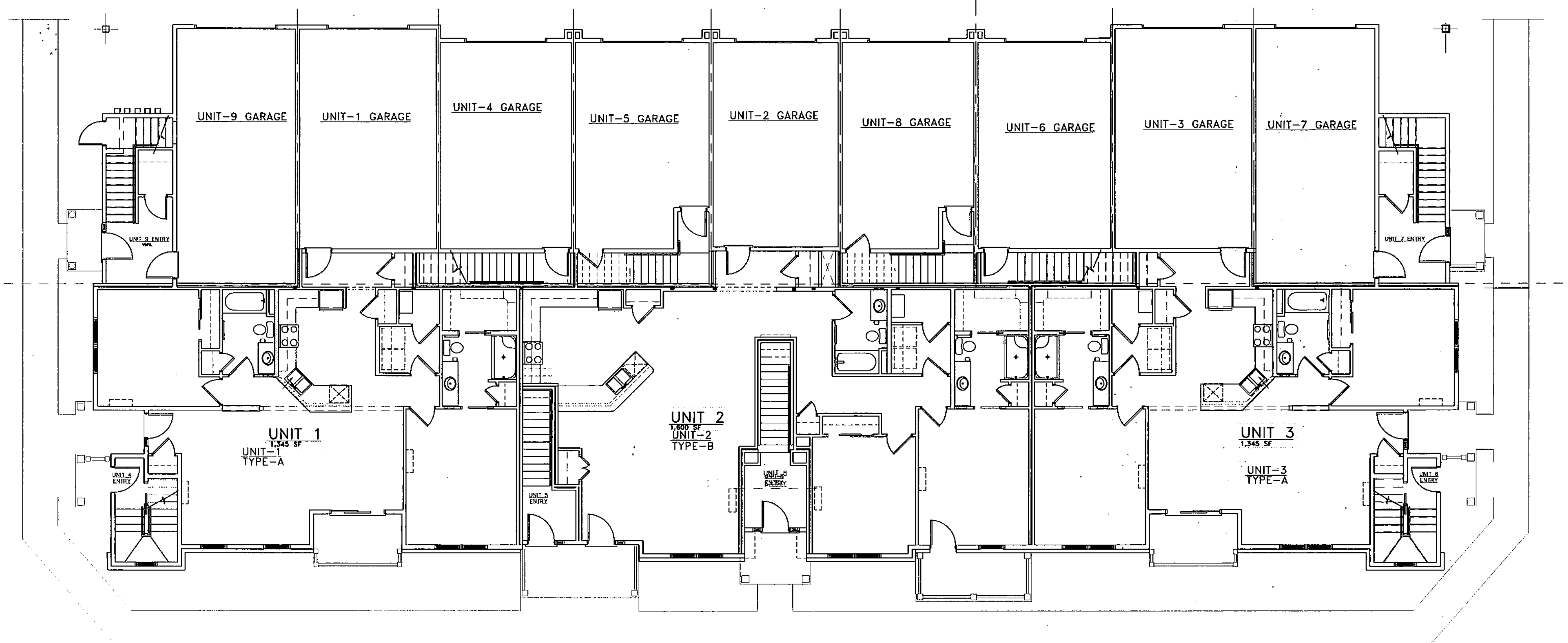
LAMOUREUX & DICKINSON
Consulting Engineers, Inc.
14 Morse Drive
Essex Junction, VT 05452
Tel: 802-878-4450

proj. no.	01087
survey	KMR
design	-
drawn	DLH
checked	ABR
date	01-28-19
scale	AS SHOWN
sht. no.	1

Exhibit C

AMENDED FLOOR PLANS (BUILDING C2)

[See Attached]



SQUARE FOOTAGES	Unit 1
FIRST FLOOR	1,345
[illegible]	[illegible]
GARAGE	406
PATIO	60
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 2
FIRST FLOOR	1,600
[illegible]	[illegible]
GARAGE	346
PATIO	0
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 3
FIRST FLOOR	1,345
[illegible]	[illegible]
GARAGE	406
PATIO	60
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 4
FIRST FLOOR	54
SECOND FLOOR	1,452
[illegible]	[illegible]
GARAGE	366
DECK	60
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 5
FIRST FLOOR	79
SECOND FLOOR	1,795
[illegible]	[illegible]
GARAGE	354
DECK	74
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 6
FIRST FLOOR	54
SECOND FLOOR	1,452
[illegible]	[illegible]
GARAGE	370
DECK	60
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 7
FIRST FLOOR	104
SECOND FLOOR	1,272
[illegible]	[illegible]
GARAGE	406
DECK	80
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 8
FIRST FLOOR	114
SECOND FLOOR	1,524
[illegible]	[illegible]
GARAGE	342
DECK	72
[illegible]	[illegible]

SQUARE FOOTAGES	Unit 9
FIRST FLOOR	104
SECOND FLOOR	1,272
[illegible]	[illegible]
GARAGE	416
DECK	80
[illegible]	[illegible]

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

____

TITLE	SCALE	NAME
FIRST FLOOR PLAN	1/8" = 1'-0"	9-UNIT BUILDING

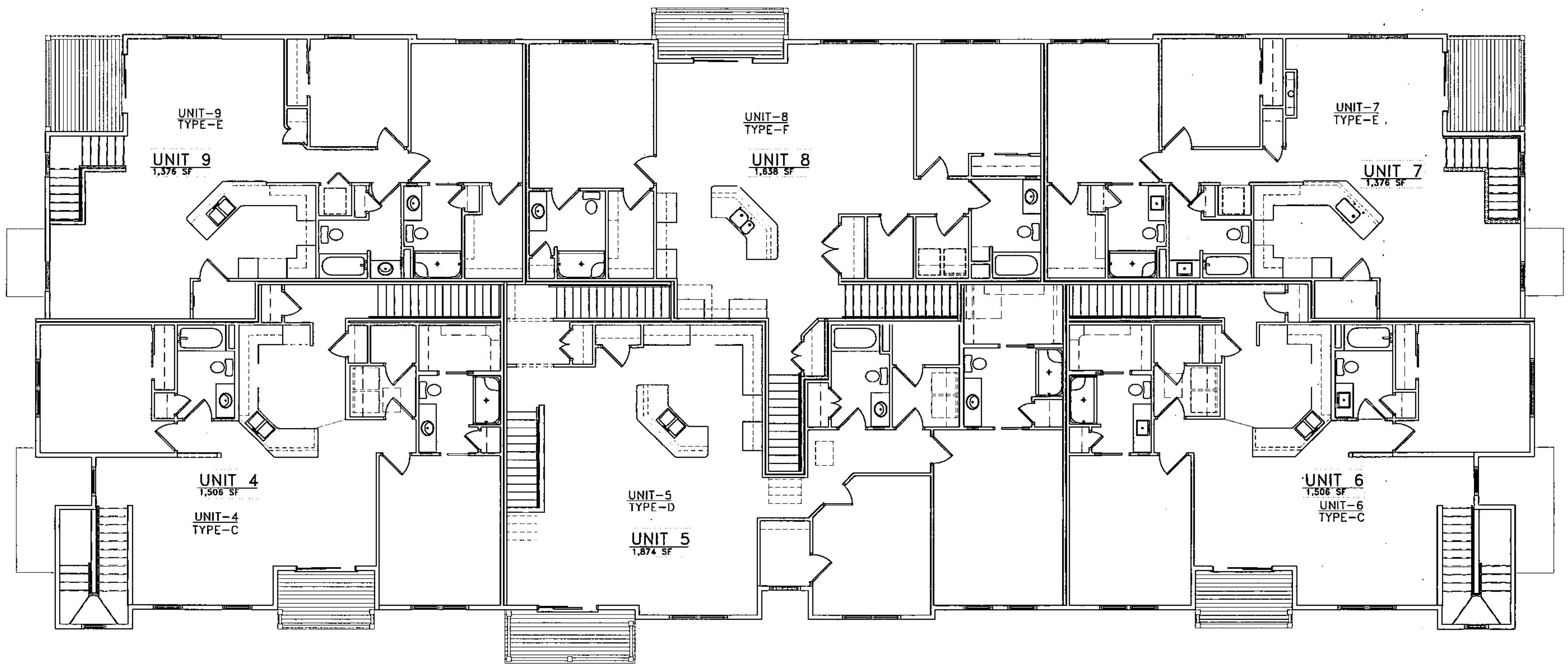
FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C2

Snyder Homes
Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 · f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

DATE 01/30/19 | DOC
DRAWN BY M Dufresne

A1.0



SQUARE FOOTAGES

	Unit 1
FIRST FLOOR	1,345
[illegible]	[illegible]
GARAGE	406
PATIO	60
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 2
FIRST FLOOR	1,600
[illegible]	[illegible]
GARAGE	346
PATIO	0
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 3
FIRST FLOOR	1,345
[illegible]	[illegible]
GARAGE	406
PATIO	60
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 4
FIRST FLOOR	54
SECOND FLOOR	1,452
[illegible]	[illegible]
GARAGE	366
DECK	60
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 5
FIRST FLOOR	79
SECOND FLOOR	1,795
[illegible]	[illegible]
GARAGE	354
DECK	74
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 6
FIRST FLOOR	54
SECOND FLOOR	1,452
[illegible]	[illegible]
GARAGE	370
DECK	60
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 7
FIRST FLOOR	104
SECOND FLOOR	1,272
[illegible]	[illegible]
GARAGE	406
DECK	80
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 8
FIRST FLOOR	114
SECOND FLOOR	1,524
[illegible]	[illegible]
GARAGE	342
DECK	72
[illegible]	[illegible]

SQUARE FOOTAGES

	Unit 9
FIRST FLOOR	104
SECOND FLOOR	1,272
[illegible]	[illegible]
GARAGE	416
DECK	80
[illegible]	[illegible]

NOTE: The undersigned, an architect licensed in the State of Vermont, hereby certifies that these Floor Plans contain the following information required by 27A V.S.A. § 2-109: (i) the approximate location and vertical boundaries of each unit and the unit's identifying number or name; and (ii) the approximate location of entryways, common elements, and limited common elements.

____

SECOND FLOOR PLAN | 1/8" = 1'-0" | 9-UNIT BUILDING

FINNEY CROSSING
RESIDENTIAL CONDOMINIUM
BUILDING C2

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Great neighborhoods to come home to
4076 Shelburne Road, Suite 6
Shelburne, Vermont 05482
p 802.985.5722 · f 802.497.0701
www.SnyderHomesVT.com

NO	DATE	REVISION

01/30/19 | DOC
M Dufresne

A1.1

Exhibit D

SCHEDULE OF ASSIGNED VALUES AND ALLOCATED INTERESTS

UNIT NO.	ASSIGNED VALUE	ALLOCATED INTEREST PER UNIT
C2-1	$1,000.00	1.9608%
C2-2	$1,000.00	1.9608%
C2-3	$1,000.00	1.9608%
C2-4	$1,000.00	1.9608%
C2-5	$1,000.00	1.9608%
C2-6	$1,000.00	1.9608%
C2-7	$1,000.00	1.9608%
C2-8	$1,000.00	1.9608%
C2-9	$1,000.00	1.9608%
C3-1	$1,000.00	1.9608%
C3-2	$1,000.00	1.9608%
C3-3	$1,000.00	1.9608%
C3-4	$1,000.00	1.9608%
C3-5	$1,000.00	1.9608%
C3-6	$1,000.00	1.9608%
C3-7	$1,000.00	1.9608%
C3-8	$1,000.00	1.9608%
C3-9	$1,000.00	1.9608%
C4-1	$1,000.00	1.9608%
C4-2	$1,000.00	1.9608%
C4-3	$1,000.00	1.9608%
C4-4	$1,000.00	1.9608%
C4-5	$1,000.00	1.9608%
C4-6	$1,000.00	1.9608%
C4-7	$1,000.00	1.9608%
C4-8	$1,000.00	1.9608%
C4-9	$1,000.00	1.9608%
C5-1	$1,000.00	1.9608%
C5-2	$1,000.00	1.9608%
C5-3	$1,000.00	1.9608%
C5-4	$1,000.00	1.9608%
C5-5	$1,000.00	1.9608%
C5-6	$1,000.00	1.9608%
C5-7	$1,000.00	1.9608%
C5-8	$1,000.00	1.9608%
C5-9	$1,000.00	1.9608%
C6-1	$1,000.00	1.9608%
C6-2	$1,000.00	1.9608%

C6-3	$1,000.00	1.9608%
C6-4	$1,000.00	1.9608%
C6-5	$1,000.00	1.9608%
C6-6	$1,000.00	1.9608%
C7-1	$1,000.00	1.9608%
C7-2	$1,000.00	1.9608%
C7-3	$1,000.00	1.9608%
C7-4	$1,000.00	1.9608%
C7-5	$1,000.00	1.9608%
C7-6	$1,000.00	1.9608%
C7-7	$1,000.00	1.9608%
C7-8	$1,000.00	1.9608%
C7-9	$1,000.00	1.9608%
Total	$51,000.00	100.00%

In the event the Declarant elects to expand the Condominium by adding Units to the Property or by exercising development rights to add Lots and/or to construct and add additional Buildings and Units to the Condominium as provided in Articles 2, 3 and 13 of the Declaration, the Allocated Interest appurtenant to each Unit of the Condominium shall be reestablished in accordance with the following formula:

$$\frac{VU}{A} = AIU$$

VU = Valuation of the respective Unit to be determined by the values set forth above. Each Unit shall have the same standard valuation regardless of size.

A = Aggregate valuation of all Units existing in the Condominium and added to the Condominium as provided in this Declaration.

AIU = Allocated Interest of each respective Unit to be determined.

END OF DOCUMENT

<1340756v1/RHR>

BYLAWS OF THE FINNEY CROSSING RESIDENTIAL CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE 1
Plan of Unit Ownership

Section 1.1. **Applicability**. These Bylaws provide for the governance of the Finney Crossing Residential Condominium (the "Common Interest Community") located in Williston, Vermont, and being more particularly described in the Declaration of Condominium for the Finney Crossing Residential Condominium dated of or about even date herewith and to be recorded in the Town of Williston Land Records, as amended from time to time (the "Declaration"). To the extent that there is a conflict between these Bylaws and the Act (defined below), the Act shall control.

Section 1.2. **Compliance**. Every Unit Owner (as defined in the Declaration) and all those entitled to occupy a Unit (as defined in the Declaration) shall comply with these Bylaws.

Section 1.3. **Office**. The office of the Common Interest Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

Section 1.4. **Definitions**. Each capitalized term used herein without definition shall have the meanings specified in the Declaration, to which these Bylaws are attached, as it may be amended from time to time, or as provided in the Vermont Common Interest Ownership Act (the "Act").

ARTICLE 2
Association

Section 2.1. **Composition; Responsibility**. The Finney Crossing Residential Condominium Owners' Association, Inc. (the "Association") shall consist of all Unit Owners acting as a group. The Association shall have the responsibility for administering the Common Interest Community, establishing the means and methods of collecting Assessments for Common Expenses, arranging for the management of the Common Interest Community, and performing all of the other acts that may be required or permitted to be performed by the Association, by the Act, and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing shall be performed by the Executive Board or its designee.

Section 2.2. **Annual Meetings**. An annual meeting of the Association shall be held each year at a time to be determined by the Executive Board. At such annual meetings the Executive Board for the next year shall be elected. If, in any year, an annual meeting is not held, a special meeting may be held in lieu thereof, and any elections or business transacted any annual meeting may be transacted at the special meeting.

Section 2.3. **Special Meetings**. Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by the President or a majority of the Executive Board, or by the Unit Owners having twenty percent (20%) of the total votes in the Association.

Section 2.4. **Place of Meetings**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 2.5. **Notice of Meetings**.

(a) If the Association does not notify Unit Owners of a special meeting within 30 days after the requisite number or percentage of Unit Owners request the Secretary to do so, the requesting members may directly notify all the Unit Owners of the meeting. Only matters described in the meeting notice required by Section 2.5(b) may be considered at a special meeting.

(b) The Association shall notify Unit Owners of the time, date, and place of each annual and special Unit Owners meeting not less than 10 days or more than 60 days before the meeting date. Notice may be by any means described in Section 3-121 of the Act. The notice of any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

(i) a statement of the general nature of any proposed amendment to the Declaration or Bylaws;

(ii) any budget changes; and

(iii) any proposal to remove an officer or member of the Executive Board.

(c) Any Unit Owner may at any time, in writing, waive notice of any meeting of the Association, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Association without objection to the notice of the meeting shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting. The minimum time to give notice required by Section 2.5(b) may be reduced or waived for a meeting called to deal with an emergency.

(d) Meetings of Unit Owners may be conducted by telephonic, video, or other conferencing process as long as:

(i) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and

(ii) the process provides all Unit Owners the opportunity to hear or perceive the discussion and to comment as provided in Section 2.10.

Section 2.6. **Method of Providing Notice**.

(a) The Association shall deliver any notice required to be given by the Association under the Act to any mailing or electronic mail address a Unit Owner designates. Otherwise, the Association may deliver notices by:

(i) hand delivery to each Unit Owner;

(ii) hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit;

(iii) electronic means, if the Unit Owner has given the Association an electronic address; or

(iv) any other method reasonably calculated to provide notice to the Unit Owner.

(b) The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

Section 2.7. **Adjournment of Meetings**. If at any meeting of the Association a quorum is not present, Unit Owners having a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than 48 hours after the time the original meeting was called.

Section 2.8. **Voting**.

(a) Unit Owners shall be entitled to vote on Association matters as provided in the Declaration and the Act. Unit Owners shall have one (1) vote weighted in accordance with their undivided Allocated Interest in the Common Elements pertaining to their Unit as allocated in the Declaration, and joint owners of a Unit shall vote their one (1) vote collectively through one owner identified as the "voting member" in a writing filed with the Secretary.

(b) Unit Owners may vote at a meeting in person, by absentee ballot pursuant to Section 2.8(c)(iv), by a proxy pursuant to Section 2.8(d) or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to Section 2.8(e).

(c) At a meeting of Unit Owners, the following requirements apply:

(i) Unit owners who are present in person may vote by voice vote, show of hands, standing, or any other method for determining the votes of Unit Owners, as designated by the person presiding at the meeting.

(ii) If only one of multiple owners of a Unit is present, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners, unless the Declaration expressly provides otherwise. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(iii) Unless a greater number or fraction of the votes in the Association is required by this chapter or the Declaration, a majority of the votes cast determines the outcome of any action of the Association.

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

(v) When a Unit Owner votes by absentee ballot, the Association must be able to verify that the ballot is cast by the Unit Owner having the right to do so.

(d) The following requirements apply with respect to proxy voting:

(i) Votes allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner.

(ii) If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy.

(iii) A Unit Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the person presiding over a meeting of the Association.

(iv) A proxy is void if it is not dated or purports to be revocable without notice.

(v) A proxy is valid only for the meeting at which it is cast and any recessed session of that meeting.

(vi) A person may not cast undirected proxies representing more than 15 percent of the votes in the Association.

(e) An Association may conduct a vote without a meeting. In that event, the following requirements apply:

(i) The Association shall notify the Unit Owners that the vote will be taken by ballot.

(ii) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter.

(iii) The ballot must set forth each proposed action and provide an opportunity to vote for or against the action.

(iv) When the Association delivers the ballots, it shall also:

(A) indicate the number of responses needed to meet the quorum requirements;

(B) state the percent of votes necessary to approve each matter other than election of directors;

(C) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and

(D) describe the time, date, and manner by which a Unit Owner wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.

(v) A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.

(vi) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(f) Any action by the Unit Owners required or permitted to be taken at any meeting may be taken without a meeting if all of the Unit Owners entitled to vote on such matter(s) shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Unit Owners.

Section 2.9. **Quorum**. A quorum is present throughout any meeting of the Unit Owners if persons entitled to cast twenty percent (20%) of the votes in the Association: (a) are present in person or by proxy at the beginning of the meeting; (b) have cast absentee ballots solicited in accordance with these Bylaws which have been delivered to the Secretary in a timely manner; or (c) are present by any combination of subdivisions (a) and (b) of this Section.

Section 2.10. **Conduct of Meetings**. The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meetings and shall record in a minute book all resolutions adopted at the meetings as well as keep a record of all transactions occurring at the meetings. Unit Owners must be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Common Interest Community or the Association. Except as otherwise provided in these Bylaws, meetings of the Association shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised.

ARTICLE 3
Executive Board

Section 3.1. **Number and Qualifications**. The affairs of the Association shall be governed by an Executive Board composed of not less than three (3) persons. Except for the initial Executive Board and except in the case of the Declarant, all Board members shall be Unit Owners. An officer, director, manager, member or authorized or agent of a corporate or limited liability company Unit Owner, or general partner of a partnership, or the beneficiary of a trust shall be deemed to be the Unit Owner for this purpose. Members of the Executive Board are sometimes referred to herein as "Directors."

Section 3.2. **Powers and Duties**. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by the Act, including the following:

(a) Prepare an annual budget, in which there shall be established the Assessment for each Unit Owner for the Common Expenses of the Common Interest Community (the "Common Expenses"). Assessments will be charged to the Owners of each Unit according to their Allocated Interest in the Common Elements.

(b) Make Assessments against Unit Owners to defray the Common Expenses of the Common Interest Community, establish the means and methods of collecting such Assessments from the Unit Owners including reasonable discounts, late fees, interest, penalties, and other costs of the collection including attorneys' fees, and establish the period of the installment payment of the Assessment for Common Expenses. Unless otherwise determined by the Executive Board, the Assessments against each Unit Owner for each

Unit Owner's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Common Interest Community.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties (which supplies, equipment and materials shall be deemed part of the Property).

(e) Collect the Assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Executive Board, and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules and Regulations applicable to Unit Owners and occupants of Units.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Elements, and for repairs to and restoration of the Common Elements, in accordance with these Bylaws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters as provided for in the Declaration, the Act, these Bylaws, and applicable law. The Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, Bylaws, and rules, including whether to compromise any claim for unpaid Assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(i) the Association's legal position does not justify taking any or further enforcement action;

(ii) the covenant, restriction, or rule being enforced is or is likely to be construed as inconsistent with law;

(iii) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests to pursue an enforcement action.

The Executive Board's decision under this subsection not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, but the Executive Board may not be arbitrary or capricious in taking enforcement action.

(j) Obtain and carry fidelity insurance and insurance against casualties and liabilities, as provided in the Declaration, the Act and in these Bylaws, pay the premiums therefor and adjust and settle any claim thereunder.

(k) Pay the cost of all authorized services rendered to the Association and not billed to Unit Owners of individual Units or otherwise provided for in these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Association, the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, and the holders, insurers, and grantors of first mortgages, during general business hours on working days at the times and in the manner set and announced by the Executive Board for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good accounting practices.

(m) Borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Association; provided, however, that the consent of at least two-thirds of the votes of Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum which would cause the total debt of the Association to exceed Five Thousand Dollars ($5,000.00).

(n) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.

(o) Do such other things and acts permitted by and not inconsistent with the Act, the Declaration or these Bylaws which the Executive Board may be authorized to do by a resolution of the Association, and exercise all other powers that may be exercised in this state by organizations of the same type as the Association.

(p) Suspend any right or privilege of a Unit Owner that fails to pay an Assessment, provided that it may not: (i) deny a Unit Owner or other occupant access to the owner's Unit; (ii) suspend a Unit Owner's right to vote; (iii) prevent a Unit Owner from seeking election as a director or officer of the Association; or (iv) withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

(q) Institute litigation or an arbitration, mediation, or administrative proceeding against any person, subject to and in accordance with the provisions of the Act, the Declaration, these Bylaws and other applicable law, an in addition the Executive Board promptly shall provide notice to the Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of rules or to recover unpaid assessments or other sums due the Association.

(r) The Executive Board shall establish a reasonable method for Unit Owners to communicate among themselves and with the Executive Board on matters concerning the Association.

Section 3.3. **Managing Agent**. The Executive Board may employ for the Common Interest Community a "Managing Agent" at a compensation to be established by the Executive Board, provided such compensation be in an amount and on terms as would be negotiated between unrelated third parties for similar projects. Any contract established by the Declarant with a "Managing Agent" or similar agreement may be terminated at the option of the Executive Board two years after the Declarant surrenders control of the Association on not more than ninety (90) days' notice; provided, however, that any such agreement that is unconscionable or was not bona fide may be terminated on ninety (90) days notice before the expiration of the two year period.

Section 3.4. **Election and Term of Office**. At each annual meeting of the Association, after transfer of control of the Association by the Declarant, the Association shall elect the Directors to serve for the next term. The term of office for Directors shall be for one (1) year unless other terms are established by the Association at any annual meeting. The members of the Executive Board shall hold office until their respective successors shall be elected by the Association.

Section 3.5. **Removal or Resignation of Members of the Executive Board**.

(a) Notwithstanding any provision of the Declaration or Bylaws to the contrary, Unit Owners present in person, by proxy, or by absentee ballot at any meeting of the Unit Owners at which a quorum is present may remove any member of the Executive Board, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but:

(i) a member appointed by the Declarant may not be removed by a Unit Owner vote during the period of Declarant control;

(ii) a member appointed under Section 3-103(g) of the Act may be removed only by the person that appointed that member; and

(iii) the Unit Owners may not consider whether to remove a member of the Executive Board or an officer elected by the Unit Owners at a meeting of the Unit Owners unless that subject was listed in the notice of the meeting.

(b) Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the time of the meeting. At any meeting at which a vote to remove a member of the Executive Board is to be taken, the member being considered for removal must have a reasonable opportunity to speak before the vote.

(c) Following a vote for removal of a member of the Executive Board, a successor may then and there be elected to fill the vacancy thus created.

(d) A member of the Executive Board may resign at any time and, except for the initial Directors appointed by the Declarant, shall be deemed to have resigned upon the sale of his or her Unit.

Section 3.6. **Organization Meeting**. The first meeting of the Executive Board shall be held at such time and place as shall be fixed by the Declarant.

Section 3.7. **Regular Meetings**. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such a meeting shall be held at least following each meeting of the Association without notice. Notice of regular meetings of the Executive Board shall be given to each Director, in the manner as from time to time determined by the Executive Board.

Section 3.8. **Special Meetings**. Special meetings of the Executive Board may be called by the President on three (3) days' written notice to each Director, given by mail, telegraph, facsimile, or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 3.9. **Meeting Requirements**. The following requirements apply to meetings of the Executive Board and committees of the Association authorized to act for the Association:

(a) Meetings shall be open to the Unit Owners except during executive sessions. The Executive Board and those committees may hold an executive session only during a regular or special meeting of the Executive Board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to:

(i) consult with the Association's attorney concerning legal matters;

(ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;

(iii) discuss labor or personnel matters;

(iv) discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

(v) prevent public knowledge of the matter to be discussed if the Executive Board or committee determines that public knowledge would violate the privacy of any person.

(b) For purposes of this Section 3.9, a gathering of Executive Board members at which the Executive Board members do not conduct Association business is not a meeting of the Executive Board. The Executive Board and its members may not use incidental or social gatherings of board members or any other method to evade the open meeting requirements of this Section 3.9.

(c) During the period of Declarant control, the Executive Board shall meet at least four (4) times a year. At least one of those meetings must be held at the Common Interest Community or at a place convenient to the community. After termination of the period of Declarant control, all Executive Board meetings must be at the Common Interest Community or at a place convenient to the Common Interest Community as determined by the Executive Board.

(d) At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Common Interest Community and the Association.

(e) Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the Secretary or President shall give notice of each Executive Board meeting to each Executive Board member and to the Unit Owners. The notice must be given at least 10 days before the meeting and must state the time, date, place, and agenda of the meeting.

(f) If any materials are distributed to the Executive Board before the meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Unit Owners, including without limitation on a message board, electronic message board or website, except that the Executive Board need not make available copies of unapproved minutes or of materials that are to be considered in executive session.

(g) The Executive Board may meet by telephonic, video, or other conferencing process if:

(i) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and

(ii) the process provides all Unit Owners the opportunity to hear or perceive the discussion and to comment as provided in Section 2.10.

(h) After termination of the period of Declarant control, Unit Owners may amend the Bylaws to vary the procedures for meetings described in Section 3.9(g).

(i) Instead of meeting, the Executive Board may act by unanimous consent as documented in a record authenticated by all its members. The Secretary promptly shall give notice to all Unit Owners of any action taken by unanimous consent. After termination of the period of Declarant control, the Executive Board may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a meeting of the Executive Board.

(j) Even if an action by the Executive Board is not in compliance with this Section 3.9, it is valid unless set aside by a court. A challenge to the validity of an action of the Executive Board for failure to comply with this Section 3.9 may not be brought more than sixty (60) days after the minutes of the Executive Board of the meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

Section 3.10. **Waiver of Notice**. Any Director may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. **Quorum**. A quorum of the Executive Board is present for purposes of determining the validity of any action taken at a meeting of the Executive Board only if individuals entitled to cast fifty percent (50%) of the votes on the Board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Board members present is the act of the Executive Board unless a greater vote is required by the Declaration or these Bylaws.

Section 3.12. **Compensation**. No Director shall receive any compensation from the Association for acting as such.

Section 3.13. **Liability of the Executive Board, Officers, Unit Owners, and Association**.

(a) The officers and members of the Executive Board shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all expenses and liabilities to others arising out of claims made against the officers or the Executive Board on account of their status as officers and Directors unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws.

(b) Neither the Association nor the Executive Board shall be liable for any failure of utility or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Unit Owner or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the Common Elements, or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft, or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE 4
Officers

Section 4.1. **Designation**. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Executive Board. A person who is a member of the Executive Board may be an officer. The President and the Secretary may not be the same person.

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

Section 4.3. **Removal of Officers**.

(a) Notwithstanding any provision of the Declaration or Bylaws to the contrary, Unit Owners present in person, by proxy, or by absentee ballot at any meeting of the Unit Owners at which a quorum is present may remove any officer elected by the Unit Owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but:

(i) an officer appointed by the Declarant may not be removed by a Unit Owner vote during the period of Declarant control;

(ii) an officer appointed under Section 3-103(g) of the Act may be removed only by the person that appointed that member; and

(iii) the Unit Owners may not consider whether to remove an officer elected by the Unit Owners at a meeting of the Unit Owners unless that subject was listed in the notice of the meeting.

(b) At any meeting at which a vote to remove an officer is to be taken, the officer being considered for removal must have a reasonable opportunity to speak before the vote.

(c) A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose, including the meeting at which the officer was removed.

Section 4.4. **President**. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board, and have all of the general powers and duties which are incident to the office of president generally including, without limitation, the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. **Vice President**. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Executive Board or by the President.

Section 4.6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board; have charge of such books and papers as the Executive Board may direct; maintain a register setting forth the place to which all notices to Unit Owners and others shall be delivered; and, in general, perform all the duties incident to the office of Secretary.

Section 4.7. **Treasurer**. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; make disbursements on behalf of the Association upon consent of the Executive Board and shall be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties incident to the office of Treasurer.

Section 4.8. **Execution of Documents**. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars ($500.00), and all checks drawn upon reserve accounts shall be executed by any two (2) persons designated by the Executive Board. All such instruments for expenditures or obligations of Five Hundred Dollars ($500.00) or less, except from reserve accounts, may be executed by the Treasurer or any one person designated by the Executive Board.

Section 4.9. **Compensation of Officers**. No officer who is also a Director shall receive any compensation from the Association for acting as such officer.

Section 4.10. **Bonds**. The Treasurer, and such other officers as the Executive Board deem necessary, shall furnish bonds for the faithful performance of their duties, in such a manner and with such sureties, as may be fixed and required by the Executive Board.

ARTICLE 5
Operation of Common Interest Community

Section 5.1. **Determination of Common Expenses and Assessments Against Unit Owners**.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

(b) Preparation and Approval of Budget.

(i) On or before forty-five (45) days preceding the end of the fiscal year, the Executive Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units and other properties as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, the Bylaws, or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The Executive Board shall send to each Unit Owner prior to the end of the fiscal year, a copy of the budget for the next fiscal year in a reasonable itemized form which sets forth the amount of the Common Expenses and any special assessments payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's Assessment for the Common Expenses of the Association.

(iii) The budget shall be ratified by the Unit Owners in accordance with the terms of the Declaration and the Act, as follows: Not later than thirty (30) days after adoption of a proposed budget, the Executive Board shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Executive Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for a meeting of the Unit Owners to consider ratification of the budget. Unless at that meeting a majority of all Unit Owners or any larger number specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed budget is rejected, the budget last ratified by the Unit Owners continues until Unit Owners ratify a subsequent budget.

(c) Assessment of Common Expenses. The total amount of the estimated funds required from Assessments for the operation of the Common Interest Community set forth in the budget adopted by the Executive Board shall be assessed against each Unit Owner in proportion to the respective Allocated Interest of each Unit. The Assessment against each Unit shall begin on the date specified in the Declaration.

(d) Excess Funds. Any funds collected during any fiscal year in excess of actual expenditures for that fiscal year shall be either applied to succeeding years' expenses or refunded, pro rata, to the Unit Owners.

(e) Reserves. The Executive Board shall include in the budget and build up and maintain reasonable reserves for working capital, operations, contingencies and replacements as necessary to meet secondary mortgage market requirements. The proportionate interest of any Unit Owner in any replacement reserve shall be appurtenant to the Unit and shall not be separately withdrawn, assigned or transferred. If the reserve is inadequate for any reason, the Board may levy a further Assessment, payable as the Board determines necessary at any time. The Board will specifically earmark such capital reserve fund for stated capital purposes and keep special assessments in a separate bank account. The Board shall keep documentation of and treat all such funds as capital items on the Association books.

(f) Working Capital Fund. The Board shall establish a working capital fund which shall be used for the start-up costs of the Common Interest Community, including the purchase of cleaning and maintenance equipment, furniture and fixtures beyond that supplied by the Declarant and any initial insurance fees. Additionally, start-up costs shall include extraordinary expenditures, temporary operating deficits due to seasonal fluctuations, etc.

(g) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due.

(h) Availability of Financial Statements and Project Documents. Upon the receipt of a written request by the Association from a Unit Owner or an Institutional Mortgagee, the Association shall make the most recent regularly prepared income and expense statement of the Association, the current operating budget of the Association and all project related documents, including the Declaration, Bylaws, Rules and Regulations, books and records of the Association available for inspection during regular business hours at the Association's office.

(i) Special Assessments. The Executive Board, at any time, may propose a special assessment. Except as otherwise provided below, the assessment is effective only if the Executive Board follows the procedures for ratification of a budget described in Section 5.1(b) and the Unit Owners do not reject the proposed assessment. If the Executive Board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency:

(i) the special assessment becomes effective immediately in accordance with the terms of the vote;

(ii) notice of the emergency assessment must be provided promptly to all Unit

Owners; and

(iii) the Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 5.2. **Payment of Common Expenses**. No Unit Owner may exempt himself/herself from liability for his/her contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. All accounts not paid when due, including interest and costs, and reasonable attorneys' fees, shall be a lien against the Unit Owner's Unit. Prior to or at the time of any conveyance of a Unit by a Unit Owner, all liens and unpaid Assessments shall be paid in full and discharged.

Section 5.3. **Collection of Assessments**. The Executive Board, or the Managing Agent at the request of the Executive Board, shall take prompt action to collect any Assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within five (5) days after the due date shall accrue a late charge in such reasonable amount as a percentage of the overdue assessment or installment as the Executive Board shall establish from time to time. Any Unit Owner who fails to make such payment within such period shall also be assessed the costs incurred by the Association to collect such unpaid assessments. All such assessments for Common Expenses, including interest, penalties, attorneys' fees, and costs shall become on the date such assessments are due, a lien against the Unit so assessed, and shall also be the personal obligation of the Unit Owner at the time the Assessments become due.

Section 5.4. **Statements**.

(a) Statement of Common Expenses. Within ten (10) days after a request by a Unit Owner, the Executive Board shall provide the Unit Owner with a written statement of all unpaid Assessments for Common Expenses due from the Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement.

(b) Statement of Default. The Executive Board will make a reasonable effort to notify any mortgagee of any Unit, upon request, of any default in the performance by the Unit Owner of any obligation pursuant to the Declaration, the Bylaws and the Rules and Regulations, which is not cured within sixty (60) days of notice to each Unit Owner of such default.

Section 5.5. **Actions to Foreclose a Lien**.

(a) The Association may not commence an action to foreclose a lien on a Unit unless:

(i) the Unit Owner, at the time the action is commenced, owes a sum equal to at least three months of Common Expense assessments based on the periodic budget last adopted by the Association pursuant to Section 5.1 (in accordance with Section 3-115(a) of the Act) and the Unit Owner has failed to accept or comply with a payment plan offered by the Association; and

(ii) the Executive Board votes to commence a foreclosure action specifically against that Unit.

(b) Unless the parties otherwise agree, the Association shall apply any sums paid by Unit

Owners that are delinquent in paying assessments in the following order:

(i) unpaid assessments;

(ii) late charges;

(iii) reasonable attorneys' fees and costs and other reasonable collection charges; and

(iv) all other unpaid fees, charges, fines, penalties, interest, and late charges.

(c) Notwithstanding Section (a) of this Section 5.5, unless sums due the Association include an unpaid assessment, a foreclosure action may not be commenced against the Unit unless the Association has a judgment against the Unit Owner for the sums due the Association and has perfected a judgment lien against the Unit.

(d) Every aspect of a foreclosure, sale, or other disposition under this Section, including the method, advertising, time, date, place, and terms, must be commercially reasonable.

Section 5.6. **Association Rules**.

(a) Before adopting, amending, or repealing any rule, the Executive Board shall give all Unit Owners notice of:

(i) its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change; and

(ii) a date on which the Executive Board will act on the proposed rule or amendment after considering comments from Unit Owners.

(b) Following adoption, amendment, or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised rule.

(c) The Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards if the Declaration so provides. If the Declaration so provides, the Association shall adopt procedures for enforcement of those standards and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.

(d) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display on a Unit or on a Limited Common Element adjoining a Unit of the flag of this state, or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number, and manner of those displays.

(e) Unit owners may peacefully assemble on the Common Elements to consider matters related to the Common Interest Community, but the Association may adopt rules governing the time, place, and manner of those assemblies.

(f) The Association may adopt rules that affect the use of or behavior in Units that may be used for residential purposes, only to:

(i) implement a provision of the Declaration;

(ii) regulate any behavior in or occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners; or

(iii) restrict the leasing of residential Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on Units in Common Interest Communities or regularly purchase those mortgages; provided, however, that any rule restricting leasing shall contain reasonable provisions to protect or grandfather any leasing permitted before the adoption of the rule.

(g) The Association's internal business operating procedures need not be adopted as rules.

(h) Every rule must be reasonable.

Section 5.7. **Required Records**.

(a) The Association shall retain the following:

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

(ii) minutes of all meetings of its Unit Owners and Executive Board other than executive sessions, a record of all actions taken by the Unit Owners or Executive Board without a meeting, and a record of all actions taken by a committee in place of the Executive Board on behalf of the Association;

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

(iv) its original or restated organizational documents, if required by law other than the Act, Bylaws and all amendments to them, and all rules currently in effect;

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

(vi) a list of the names and addresses of its current Executive Board members and officers;

(vii) its most recent annual report delivered to the Secretary of state;

(viii) financial and other records sufficiently detailed to enable the Association to comply with Section 4-109 of the Act;

(ix) copies of current contracts to which it is a party;

(x) records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and

(xi) ballots, proxies, and other records related to voting by Unit Owners for one year after the election, action, or vote to which they relate.

(b) Subject to subsections (c) and (d) of this Section, all records retained by the Association must be available for examination and copying by a Unit Owner or the owner's authorized agent:

(i) during reasonable business hours or at a mutually convenient time and location; and

(ii) upon five (5) days' notice in a record reasonably identifying the specific records of the Association requested.

(c) Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

(i) personnel, salary, and medical records relating to specific individuals;

(ii) contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;

(iii) existing or potential litigation or mediation, arbitration, or administrative proceedings;

(iv) existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws, or rules;

(v) communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(vi) information the disclosure of which would violate law other than the Act;

(vii) records of an executive session of the Executive Board; or

(viii) individual Unit files other than those of the requesting owner.

(d) The Association may charge a reasonable fee for providing copies of any records under this Section and for supervising the Unit Owner's inspection.

(e) A right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner.

(f) The Association is not obligated to compile or synthesize information.

(g) Information provided pursuant to this Section may not be used for commercial purposes.

ARTICLE 6
Miscellaneous

Section 6.1. **Amendments**. Except as otherwise provided herein, these Bylaws may be amended by affirmative vote of at least sixty seven percent (67%) of the Unit Owners entitled to vote on the matter.

Section 6.2. **Amendments to Declaration**. Amendments to the Declaration that are required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association. Amendments to the Declaration may only be made in accordance with the Declaration and with the Act.

Section 6.3. **Notices**. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered to a Unit Owner in accordance with Section 2.6, and if delivered to the Association or the Executive Board, if hand delivered or sent postage prepaid to the principal office of the Association or at such other address as shall be designated in writing to the Unit Owners pursuant to this paragraph.

Section 6.4. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions thereof.

Section 6.5. **Gender**. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

The undersigned hereby certifies that as of June 6, 2016, this is a true and accurate copy of the Bylaws of the Association.

By: ______________________________
Name:
Title: Secretary

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