

STATE OF VERMONT

SUPERIOR COURT
Washington Unit

CIVIL DIVISION
Docket No. 25-cv-04571

RIVER HOUSE CONDOMINIUM
ASSOCIATION

Plaintiff,

v.

SUSAN E. RODETIS and ALL OCCUPANTS OF
UNIT 1, 55 FOLSOM DRIVE,
WAITSFIELD, VERMONT
Defendants.

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Vermont Superior Court, Washington Unit, Civil Division by Complaint of the River House Condominium Association (the “*Association*”) dated March 25, 2024. Defendant Susan Rodetis (the “*Defendant*”) was served with the Summons and Complaint on November 7, 2025. Judgment was granted to Association by order dated January 15, 2026 and filed with the Court on January 28, 2026, on the basis of *default judgment* as to the Defendant. The Accounting was entered *without a hearing* on January 28, 2026. Pursuant to V.R.C.P. 80.1(g) and V.R.C.P. 58,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. **Judgment.** There is presently due and owing to the Association the principal amount of \$13,574.15, late charges in the amount of \$4,206.41, court costs of \$468.67, reasonable attorney’s fees of \$5,073.00, and recording fees in the amount of \$90.00, making the total amount due to the Association as of January 28, 2026 \$23,412.23, plus interest accruing at the rate of \$4.65 per diem, from the date of the Accounting until the date of the redemption.

2. Defendant shall further be responsible to the Association for any sums incurred by it between the date of this Order and the date of redemption, to the extent that the expenses are approved by the Court. A hearing shall be allowed on the matter of charges.

3. **Taxes.** The Association is entitled to have any amounts paid for taxes after the date of the affidavit of amounts due added to the amount due at time of redemption, pursuant to 12 V.S.A. § 4935, upon proof of payment made.

4. **Subject Property.** The property which is the subject of this foreclosure action (the “Property”) is as follows:

Being all and the same lands and premises conveyed to Susan E. Rodetis by Warranty Deed of Nancy Wylie and Jules Pagano, dated June 15, 1979 and recorded June 18, 1979 in Book 34, Page 3 of the Town of Waitsfield Land Records and more particularly described therein as follows:

Being all and the same land and premises as were conveyed to Nancy Wylie and Jules Pagano by warranty deed of E. Andrew Deeds dated March 23, 1978, and recorded at Book 31 Page 511 of the Waitsfield, Vermont Land Records.

Being Apartment #1, along with a 14.05% undivided interest in the common areas and facilities, of River House Condominiums, a condominium existing by virtue of a Declaration of Condominium dated May 10, 1972, and recorded at Book 25 Pages 97-101 of the Waitsfield, Vermont Land Records.

The herein conveyed land and premises were originally conveyed to Edward A. Deeds by warranty deed of Dormez-Vous, Inc. dated June 24, 1971 and recorded at Book 24 Page 390 of the Waitsfield; Vermont Land Records. They were subsequently reconveyed to Dormez-Vouse, Inc. by deed of E. Andrew Deeds dated April 24, 1972 and recorded at Book 25 Page 96 of the Waitsfield, Vermont Land Records. Dormez-Vous, Inc. reconveyed them to E. Andrew Deeds by warranty deed dated May 10, 1972 and recorded at Book 25 Page 104 of the Waitsfield, Vermont Land Records.

The herein conveyed land and premises is subject to the use restrictions, easements, and requirements of the above-referred to Declaration of Condominium, and other easements and rights of records.

The post office address of the herein conveyed land and premises is Waitsfield, Vermont 05673.

The floor plan and lot plan required for the River House Condominiums by the Condominium Ownership Act of the State of Vermont are filed in the Land Records in the Town of Waitsfield, Vermont.

Reference may be had to the above referred to instruments and their records, and to all prior instruments and their records, for a more particular description of the herein conveyed land and premises.

5. **Redemption.** It is FURTHER ORDERED that unless the Defendant pays to the Clerk of the Court on or before March 6, 2026, the date of redemption, before 4:30 p.m., the sum of \$23,412.23, together with any amounts established under paragraph 2 above, for the benefit of River House Condominium Association, plus per diem interest of \$4.65 from the 28th day of January, 2026, until the date of redemption, then the Association may file a motion for a writ of possession.

6. **Defendant's Additional Right to Redeem.** Defendant Susan E. Rodetis may also redeem up to the date of the judicial sale, described in paragraph 8 below, by payment of the redemption amount pursuant to 12 V.S.A. § 4949(a).

7. **Non-Redemption; Notice of Sale.** If the Defendant shall fail to redeem the Property as set forth in paragraph 5 above, then the Court shall issue a Certificate of Non-Redemption, and the Subject Property shall be sold to the highest bidder at public sale at Unit 1, 55 Folsom Drive, Waitsfield, Vermont, as above defined, by a sheriff, deputy sheriff, constable, licensed auctioneer, or other disinterested person specifically appointed by the Court, pursuant to 12 V.S.A. § 4945 *et seq.* and V.R.C.P. 80.1. The sale shall take place within six months of the last redemption date under paragraph 4 above, unless extended by the Court or the case is stayed by a bankruptcy filing. The Association shall send a Notice of Sale as required by 12 V.S.A. § 4952(c) at least 30 days before the sale. The Association shall also publish a Notice of Sale in a newspaper

distributed in the Town of Waitsfield in the State of Vermont for three (3) consecutive weeks prior to the date of sale and shall specify that the property shall be sold to the highest bidder at a public sale to be held at the Subject Property on a specified date and time. The first publication shall be not less than 21 days prior to the date of sale. Prior to any request for confirmation, the Association shall file a copy of the Notice of Sale with the Court with a certificate of service. The Association shall also file a copy of the published Notice of Sale with the Court, with a copy of publications or a certificate of publication dates.

8. **Public Sale.** At the sale, the person holding the public sale shall sell to the highest bidder the Subject Property, subject to property taxes and municipal assessments, if any. If the Association makes the highest bid, the Association shall be required to pay cash or certified funds only to the extent that its bid is in excess of the sum due it by the Defendant up to the date of sale under this Judgment and Decree including all its costs of the sale and this foreclosure up to the date of the sale as approved by the Court. The purchaser at the sale shall pay cash or wired funds to the person holding the sale. The Notice of Sale shall specify that this form of payment is authorized. In any case, a deposit shall be paid at the time of sale of at least \$10,000.00 in the form of cash, a bank treasurer's check, or certified funds.

The Association is authorized to require the purchaser to sign a Purchase and Sales Agreement. The public sale may be adjourned one or more times for a total time not exceeding thirty (30) days, without further court order, and without publication or service of a new notice of sale, by announcement of the new sale date to those present at each adjournment or by posting notice of the adjournment in a conspicuous place at the location of the sale. Notice of the new sale date shall also be sent by first class mail, postage prepaid, to the Defendant at the Defendant's last known address at least five (5) days before the new sale date.

In the event that the proceeds of this sale are insufficient to meet the expenses and attorney's fees incurred in making the sale and the amount due the Association, the Association may be entitled to a Judgment Order for a deficiency against the Defendant, Susan E. Rodetis. The amount shall be determined after the Order of Confirmation of Sale.

9. **Report of Sale.** The person holding the public sale shall file a Report of Sale, under oath, with the Court pursuant to 12 V.S.A. § 4954(a). The person holding the public sale, or the attorney for the Association, shall retain all sale proceeds as custodian, to be disbursed in accordance with the final Confirmation Order of this Court promptly following confirmation pursuant to 12 V.S.A. § 4954(a).

10. **Confirmation.** The Association shall file a motion for confirmation, which shall set forth the satisfaction of all statutory requirements for confirmation, supported by affidavit if necessary, and a proposed distribution of sale proceeds in specified amounts together with a factual basis for such distribution supported by the record and affidavit(s) if necessary. The Court may require the Association to serve any interested persons, as well as all parties who appeared in the case, with any motion for confirmation and notice of confirmation hearing scheduled, if any, pursuant to 12 V.S.A. § 4954(a). At confirmation, the Association may be allowed reasonable attorneys' fees and the reasonable expenses of making the sale pursuant to 12 V.S.A. § 4937 as well as taxes paid since the accounting, if any, pursuant to 12 V.S.A. § 4935.

If the Court confirms the sale, the Court shall issue a Final Confirmation Order which shall set forth the information required by V.R.C.P. 80.1(k) and shall order distribution of sale proceeds to named persons in specified amounts in accordance with V.R.C.P. 80.1(j)(1). If the Court confirms the sale, the Confirmation Order shall constitute conclusive evidence as against all persons that the power was duly executed. When the purchase price has been paid in full and the

Confirmation Order recorded in the land records, transfer of title is effectuated pursuant to 12 V.S.A. § 4954(b).

If you wish to appeal this judgment, you must request permission to appeal by motion filed with the Court within fourteen (14) days of the date of entry of the judgment.

Dated at Montpelier, Vermont this 3^d day of February, 2026.

Electronically signed pursuant to V.R.E.F. 9(d)

A handwritten signature in black ink, appearing to read "D. Richardson", written over a horizontal line.

Daniel Richardson
Superior Court Judge