

BYLAWS

WOLF LANE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name and Membership

Section 1.1 Name. The name of the Association shall be the Wolf Lane Homeowners' Association, Inc. (the "Association").

Section 1.2 Membership. Each person or entity who is a record owner of a fee or undivided fee interest in residential building lots numbered Lots 7, 8, 9, 10, 11, 12, 13 and 14 of the Wolf Lane Subdivision as shown and depicted on a plat entitled, "Subdivision Plat, WHW Development Corp., 1285 Hinesburg Road, Richmond, Vermont" prepared by Summit Engineering, Inc., dated July 27, 2005, last revised November 17, 2006, and recorded at Map Slide #113, Page 84, of the Town of Richmond Land Records, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residential lot which is subject to assessment by the Association. Ownership of a residential lot shall be the sole qualification for membership. Each residential lot shall be entitled to one (1) vote; and the total number of votes for the entire membership of the Association is eight (8).

ARTICLE II

Purpose

Section 2.1 Purpose. The purpose of the Association is to: (a) maintain, repair, replace and otherwise care for the private roadway(s) serving the residential lots; (b) to provide for the operation, inspection, maintenance and replacement of common elements of the wastewater disposal system; (c) to care and manage the pedestrian easements benefitting the residential lots; and (d) to meet any and all other expenses and obligations incurred by the Association.

ARTICLE III

Association Meetings, Quorum, Voting, Proxies

Section 3.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 3.2 First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3.3 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon written request of one-third (1/3) of the Association Members.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary or the person authorized to call the meeting to mail or to cause to be delivered to each member a notice of each annual or special meeting of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3.5 Waiver of Notice. Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 3.6 Quorum. The presence, in person or by proxy, of three (3) members entitled to vote shall constitute a quorum at all meetings of the Association. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The members present at a duly called and constituted meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.7 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his residential lot.

ARTICLE IV Board of Directors

Section 4.1 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of three (3) directors who shall be chosen at the first meeting and subsequent annual meetings of the Association. Directors shall hold office until the end of the next annual meeting of the Association and until their successors are elected. At any regular or special meeting of the Association, duly called, any one or more of the Directors may be removed, with or without cause, by a majority vote of the Association Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the members of the Association shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Vacancies on the Board caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors at any meeting of the Board. Each person so selected shall serve the unexpired portion of the term. No director shall receive compensation from the Association for acting as such.

Section 4.2 Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board shall be held when requested by the President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least forty eight (48) hours before the time set for the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. All meetings of the Board shall be open to all members of the Association, but members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 4.3 Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 4.4 Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (A) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;
- (B) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of installment payments of the annual assessment;
- (C) providing for the operation, care, upkeep and maintenance of all property which is the maintenance responsibility of the Association;

- (D) designation, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purpose of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (E) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (F) opening of bank accounts on behalf of the Association and designating the signatories required;
- (G) enforcing by legal means the provisions of the Declaration and these Bylaws, or any subsequent amendments thereto, and bring any proceedings which may be instituted on behalf of or against the owners concerning the Association;
- (H) making and amending use restrictions and rules and regulations;
- (I) paying the cost of all services rendered to the Association or its members which are not directly chargeable to the owners;
- (J) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration and specifying the maintenance and repair expenses and any other expenses incurred; and
- (K) contracting with any person for the performance of various duties and functions.

SECTION V Officers

Section 5.1 Officers. The officers of the Association shall be a President and a Secretary-Treasurer. The President and Secretary-Treasurer shall be elected from among the members of the Board of Directors. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term. Any compensation of officers shall be fixed by the Directors. Any officer may be removed by a majority vote of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 5.2 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under Vermont law.

Section 5.3 Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. The Secretary-Treasurer and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association.

Section 5.4 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary-Treasurer. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

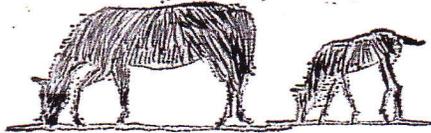
ARTICLE VI Miscellaneous

Section 6.1 Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 6.2 Conflicts. If there are conflicts or inconsistencies between the provisions of Vermont law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Vermont law, the Declaration, the Articles of Incorporation and the Bylaws, in that order, shall prevail.

Section 6.3 Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these Bylaws.

TRUE REALTY & LAND CO., INC.



965 Main Street, Ste. 2, Colchester, VT 05446
Phone (802) 879-6100 Fax (802) 878-6890

ATTENTION:

Matt Glitman

DATE:

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11:45 AM

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COMMENTS:

Con + Bylaws, Wolfe Lane

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**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
OBLIGATIONS, LIENS, RIGHTS AND RESTRICTIONS FOR
PROPERTY OF WHW DEVELOPMENT CORPORATION
LOCATED ON WOLF LANE, RICHMOND, VERMONT**

THIS AMENDED DECLARATION, made this 19TH day of October, 2008, by WHW Development Corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant, and the undersigned lot owner(s), are the fee simple owners of certain real property located on the southerly side of Hinesburg Road (Town Highway #2) in Richmond, Vermont, which property is a portion of the lands and premises conveyed to WHW Development Corporation by Quitclaim Deed of Mervyn W. Perrine, a/k/a M.W. Perrine, and Wild Apple Hill Development Corporation dated November 17, 2005, of record at Volume 168, Page 93, of the Town of Richmond Land Records; and

WHEREAS, Declarant proposes to develop the property into eight (8) lots; and

WHEREAS, the Town of Richmond has approved the subdivision of the property into eight (8) lots, all as depicted on a plan entitled, "Subdivision Plat, WHW Development Corp., 1285 Hinesburg Road, Richmond, Vermont" prepared by Summit Engineering, Inc., dated July 27, 2005, last revised October 17, 2008, and recorded at Map Slide # 12, Page _____, of the Town of Richmond Land Records; and

WHEREAS, Declarant intends to establish eight (8) lots, being Lots 7, 8, 9, 10, 11, 12, 13 and 14; and to establish a homeowner's association to provide a vehicle for the maintenance and repair of the common roadway, pedestrian easements, stormwater discharge system and shared sewage disposal system.

NOW, THEREFORE, Declarant hereby declares that all of the property or portions thereof as particularly described hereinafter, shall be conveyed in accordance with the representations set forth herein, the sum of which is for the purpose of protecting the value and desirability of the area, and creating maintenance and replacement regulations, and thereafter shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, easements, obligations, liens, rights and restrictions, which shall run with the property and be binding upon all persons having any right, title or interest in the property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner, jointly and severally thereof.

1. The dwellings on Lots 7, 8, 9, 10, 11, 12, 13 and 14 are all serviced by a shared sanitary sewage disposal area located on Lot 14, all as more particularly shown and depicted on the above-referenced plan. The shared sewage disposal area located

on Lot 14 shall be the sole method of sewage disposal for Lots 7, 8, 9, 10, 11, 12, 13 and 14 and each owner of those lots does hereby acknowledge and agree that no other source or system of sewage disposal shall be utilized, except as set forth in Paragraph 2 below. The owners of Lots 7 through 14 shall be responsible for the maintenance, repair and replacements of the sewage disposal area and sewage disposal system as follows:

(A) The dwellings on Lots 7 through 14 shall be serviced by and provided with a shared sanitary sewage disposal area located on Lot 14 and a sewage pump station located on Lot 12, together with a force main running from the sewage pump station on Lot 12 to the shared sewage disposal area on Lot 14. The owners of Lots 7 through 14 shall share equally (on the basis of the number of lots and not number of owners) the full costs and expenses of timely inspection, monitoring, maintenance, operation, repair and replacement of all common elements of the sewage pump station, electrical systems, force main, and wastewater disposal system serving Lots 7 through 14. Lots 10, 11, 12 and 14 shall be subject to 20' wide shared force main easements adjacent to Wolf Lane and Lots 11 and 12 shall be subject to a 30' wide force main easement along their common boundary line, all as shown and depicted on the above-referenced plan.

(B) The owners of Lots 7 through 14 shall be responsible for the proper maintenance and repair of those components of the sewage disposal system which serve only their individual lots, including the force mains running from their residence into the sewage pump station, whether any of said components are located on their individual lots or at any location or point between the individual lot and the sewage pump station on Lot 12. Each lot owner shall have their septic tank and pump chamber cleaned out a minimum of once every three (3) years.

2. In the event that Lot 7 is subsequently subdivided and improved with more than one single family residence, any additional future dwellings on Lot 7 shall have the benefit of a sanitary sewage disposal area located on Lot 8, which may or may not be utilized by future dwellings on Lot 7, which area contains 1.04 acres and is shown and depicted as "Proposed Easement For Primary and Replacement Area to Serve Lot 7 1.04 Acres" on the above-referenced plat. The owners of any lots subsequently created from Lot 7 which utilize said easement area shall share equally (on the basis of the number of lots and not number of owners) the full costs and expenses of timely inspection, monitoring, maintenance, operation, repair and replacement of all common elements of the wastewater disposal system that is located on Lot 8 serving those newly created lots. Lots 14 and 8 shall be subject to a 30' wide easement, all as shown and depicted on the above-referenced plan, for the construction, inspection, monitoring, maintenance, operation, repair and replacement of all elements of the wastewater disposal system serving additional future dwellings on Lot 7.

3. The dwellings on Lots 7, 8, 9, 10, 11, 12, 13 and 14 are all accessed over private easements and rights of way, all as more particularly shown and depicted on the above-referenced plan. The owners of Lots 7 through 14 shall be responsible for the maintenance, repair and replacement of the shared access easements and rights of way as follows:

(A) The roadway known as Wild Apple Lane, from the intersection of Hinesburg Road (Town Highway #2) to the intersection of Wolf Lane, as shown on the above-referenced plan, is owned by the Wild Apple Hill Homeowner Association, with access rights reserved by the herein Declarant for the benefit of the lands subject to this Declaration. The costs of maintenance, repair, snowplowing and any other expenses for the portion of Wild Apple Lane between Hinesburg Road and Wolf Lane, not paid by any other landowners whose duty to pay may arise out of previous conveyances, shall be shared equally by the owners of all dwelling houses using said portion of Wild Apple Lane for access, until such time as said roadway may be accepted as a public street by the Town of Richmond.

(B) The maintenance of the roadway known as Wolf Lane, from the intersection of Wild Apple Lane to the terminus of a 60' cul-de-sac, shall be the mandatory responsibility and expense of the owners of Lots 7 through 14. The owners of Lots 7 through 14 shall share equally (on the basis of the number of lots and not number of owners), the full costs and expenses of maintenance, repair, replacement, snowplowing and any other expenses for Wolf Lane until such time as said roadway may be accepted as a public street by the Town of Richmond.

(C) The owners of Lots 13 and 14 shall have an easement and right of way, in common with the owner of Lot 7, over and across that strip of land which is shown and depicted as "60' easement" located on Lot 7, which said easement proceeds in a southeasterly direction from the 60' cul-de-sac at the end of Wolf Lane. Said easement and right of way is for ingress, egress and the laying of utilities to service Lots 7, 13, and 14. The owners of Lots 7, 13, and 14 shall share equally in the maintenance, repair, replacement and snow removal costs of that portion of said driveway which is common to all three lots. The owners of Lots 7 and 13 shall share equally in the maintenance, repair, replacement and snow removal costs of that portion of said driveway which are common to only Lots 7 and 13. The owner of Lot 7 shall be solely responsible for the maintenance, repair, replacement and snow removal costs of that portion of said driveway which serves only Lot 7.

4. Lots 7, 8, 9, 10, 11, 12, 13 and 14 are all benefited by and subject to the terms and conditions of a stormwater treatment system permitted pursuant to an Authorization to Discharge Under General Permit 3-9015 issued by the Vermont

Department of Environmental Conservation on December 14, 2007, pursuant to Permit Number 5457-9D15.1, Project ID Number EJ06-0408, and any amendments thereto. In accordance with said permit, or any amendments thereto, the Declarant will construct a stormwater treatment system as shown and depicted on plans and details referenced in the above-referenced permit. After construction, the stormwater treatment system shall be maintained, repaired and replaced by the Declarant until it is deeded to the Wolf Lane Homeowners' Association, who shall continue the maintenance, repair and replacement of the system as required. The lands designated as conserved land shall be maintained by the lot owners in accordance with the stormwater permit. After the stormwater treatment system is deeded to the Wolf Lane Homeowners' Association, Inc., the owners of Lots 7 through 14 shall share equally (on the basis of the number of lots and not number of owners), the full costs and expenses of maintenance, repair and replacement of the system as required. After the stormwater treatment system is deeded to the Wolf Lane Homeowners' Association, Inc., the Declarant shall have no further obligation for the maintenance, repair or replacement of the stormwater treatment system except for any construction not in accordance with the approved plans and permit conditions. The Declarant, for itself, its successors and assigns, reserves easements and rights of way through, under, over and across the property for the installation, maintenance, repair, replacement and inspection of the stormwater treatment system and appurtenances thereto.

5. The owners of Lots 7 through 14, by acceptance and recording of a deed or other instrument transferring title to or any interest in a lot, whether or not it be so expressed in such deed or instrument, shall be a member of the homeowner's association. Membership in the homeowner's association shall be appurtenant and may not be separated from ownership of any lot. Each lot owner, by acceptance and recording of a deed or other instrument transferring title to or any interest in a lot, is deemed to covenant and agree to pay to the Wolf Lane Homeowners' Association all assessments assessed in accordance with these covenants and the Bylaws of the Wolf Lane Homeowners' Association. The assessments levied by the homeowner's association shall be used exclusively to maintain, repair and/or replace the roadway serving the lots, to provide for the operation, inspection, maintenance and replacement of common elements of the wastewater disposal system, the stormwater treatment system, the pedestrian easement, and to meet any and all other expenses and obligations incurred by the association. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roadway or the common elements of the wastewater disposal system, the stormwater treatment system, or the pedestrian easement or by abandonment of a lot. Sale or transfer of any lot shall not affect the assessment lien, which shall continue in existence as a lien against the applicable lot. Assessments, together with interest, costs, and reasonable attorney's fees, shall be a lien upon the lot against or with respect to which such assessment was made, allocated or apportioned in accordance with the Bylaws, subordinate only to the lien of mortgages thereon. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the individual owner against whom the assessment was made.

6. Lots 7, 8 and 14 are subject to non-motorized pedestrian easements for the benefit of Lots 7 through 14 over Lots 7, 8 and 14 as shown on the aforesaid plan for the purposes of walking, horseback riding and cross-country skiing. No structures of any kind are permitted within said easement areas; excepting force mains, utilities and the roadway providing access to Lot 7. The Wolf Lane Homeowners Association shall be solely responsible for the maintenance of the non-motorized pedestrian easements to be used by the owners of Lots 7 through 14 for the purposes herein set forth.

7. Lots 7, 9, 12, 13 and 14 are subject to the restriction that there shall be no cutting of trees in the area located between the northern and southern edges of the deer wintering area as shown on said plan without first obtaining a written management plan for the lot from a qualified wildlife consultant to maintain the area as a deeryard. Ninety (90) days prior to the commencement of any cutting activity, a written management plan, which shall describe the proposed cutting, shall be submitted to the Richmond Zoning Administrator for review. The ninety (90) day review period shall start on the date of receipt, if the forest management is hand delivered or three (3) business days after the date of certified mailing. The management plan shall be accompanied by a transmittal letter, which shall include the following statement in large letters and bold type: **"This forest management plan is required under condition 6 in the approval of the subdivision application 05-057. The Zoning Administrator has ninety (90) days from the date of receipt to approve or reject this forest management plan. The Development Review Board members of July 2006 were concerned about the viability of the deeryard and that this plan be subject to independent review to maintain the deeryard on the property within this development."**

Nothing herein shall be construed to prohibit cutting within the limits of the deer wintering area to install any roadway, utilities or pedestrian paths depicted on the subdivision plans. This prohibition shall not preclude the removal of dead, damaged or diseased trees. In the event any of the lots are further lawfully subdivided at some time in the future, this prohibition against cutting shall not apply to the area within the approved building envelopes or for the clearing for roadways, utilities or pedestrian paths that may be approved pursuant to such application.

8. The covenants, restrictions and conditions of this declaration are covenants real and shall run and bind the land and shall inure to the benefit of and be enforceable by the lot owners acting through the homeowner's association, their respective legal representatives, heirs, successors and assigns. The property subject to this declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions and liens herein. The invalidity, in whole or in part of any covenant, restriction or condition of any section, or subsection, shall not affect the validity of the remaining portions thereof.

9. Except as otherwise provided, this declaration may be amended by the membership of the association, at a duly warned meeting at which a quorum is present,

by vote in favor by more than 75% of the votes cast. Every approved amendment shall be prepared, executed, recorded, and certified by the Association and shall be effective only when recorded in the Land Records of the Town of Richmond. Declarant, for itself, its successors or assigns, further reserves the right to further subdivide, own or develop Lots 7, 8, 9, 10, 11, 12, 13 and 14 as depicted on the above-referenced plat provided that Declarant, its successors or assigns, first obtain all required state or local permits or approvals. In connection with such possible future development, Declarant, its successors or assigns, shall have the benefit of the utility, stormwater and ingress and egress easements and rights of way common to this development, subject nevertheless to a shared pro rata cost of the maintenance and repair of the same.

10. Notwithstanding the provisions of the preceding paragraph, this declaration may be amended by the Declarant without the consent of any other lot owner in order to comply with any provision of law or in order to comply with any permits issued for the property by any state or local regulating authority. Declarant reserves for the benefit of the owner of Lot 7, their heirs, successors and assigns, the right to convey Wolf Lane and the 60' right of way located on Lot 7 to the Town of Richmond as a public street without the consent of the owners of Lots 8 through 14.

11. The Declarant, for so long as he owns any interest in the property, hereby reserves easements through the property for the purposes of completing or making improvements described in this declaration and to show the lots for sale.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 29 day of October, 2008.

WHW Development Corporation

By: *Mervyn W. Perrine*
Mervyn W. Perrine, its duly authorized agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Richmond, Vermont, this 29 day of October, 2008, personally appeared Mervyn W. Perrine, duly authorized agent of WHW Development Corporation, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of WHW Development Corporation.

Before me, *[Signature]*
Notary Public
My Commission Expires: 2/10/11

IN WITNESS WHEREOF, the undersigned, being the successors in interest and current owners of Lot 12, have hereunto set their hands and seals this 27th day of October, 2008.

[Signature]
Timothy H. Clark

[Signature]
Jennifer F. Clark

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At So. Burlington, Vermont, this 27th day of October, 2008, personally appeared Timothy H. Clark and Jennifer F. Clark and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, [Signature]
Notary Public

My Commission Expires: 2/10/11

IN WITNESS WHEREOF, the undersigned, being the successors in interest and current owners of Lot 13, have hereunto set their hands and seals this ____ day of October, 2008.

[Signature]
Kenneth M. Nussbaum

[Signature]
Susan P. Nussbaum

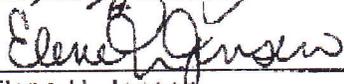
STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Richmond, Vermont, this 28th day of October, 2008, personally appeared Kenneth M. Nussbaum and Susan P. Nussbaum and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, [Signature]
Notary Public

My Commission Expires: 2/10/11

IN WITNESS WHEREOF, the undersigned, being the successors in interest and current owners of Lot 9, have hereunto set their hands and seals this 28th day of October, 2008.

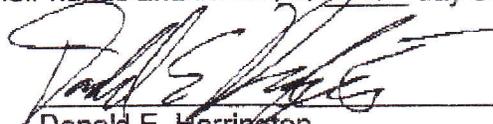
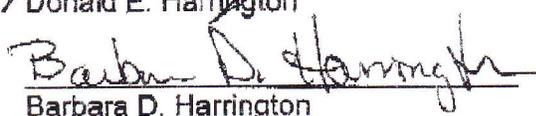

Kenneth K. Jensen

Elena U. Jensen

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Essex, Vermont, this 28th day of October, 2008, personally appeared Kenneth K. Jensen and Elena U. Jensen and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

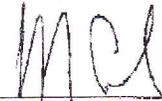
Before me, 
Notary Public
My Commission Expires: 2/10/11

IN WITNESS WHEREOF, the undersigned, being the successors in interest and current owners of Lot 7, have hereunto set their hands and seals this 29 day of October, 2008.


Donald E. Harrington

Barbara D. Harrington

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At RICHMOND, Vermont, this 29 day of OCTOBER, 2008, personally appeared Donald E. Harrington and Barbara D. Harrington and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, 
Notary Public
My Commission Expires: 2/10/11