

RECEIVED

AUG 09 2016

TOWN OF HARTFORD  
11:50 A.M. P.M.

**THIRD AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
QUECHEE LAKES SUBDIVISION**

This Third Amended and Restated Declaration of Covenants, Conditions and Restrictions is dated July 16, 2016. It is made by the Quechee Lakes Landowners' Association, Inc., a Vermont non-profit corporation (the "Association") pursuant to Section 10.04(a)(iii) of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quechee Lakes Subdivision, dated March 26, 2012.

**Background Statement**

A. Pursuant to various deeds, Quechee Lakes Corporation (the "Declarant") established within the Town of Hartford a subdivision known as "Quechee Lakes."

B. As set forth in the Master Plan approved by the Hartford Planning Commission on May 9, 1988, the subdivision is described, in part, as consisting of not more than 2,500 residential units on approximately 6,000 acres of land, together with specified commercial uses.

C. The residential and commercial properties in the subdivision are subject to protective covenants set forth in instruments, of various dates, including the following (the "Existing Covenants"):

<u>Document</u>	<u>Date</u>	<u>Volume</u>	<u>Page</u>
Amended and Restated Declaration of Covenants, Conditions, And Restrictions for Quechee Lakes Subdivision	12/30/98	266	449
Addendum to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quechee Lakes Subdivision Dated December 30, 1998	4/12/00	286	470
Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quechee Lakes Subdivision	4/7/01	300	54
Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quechee Lakes Subdivision	3/26/12	472	651

The covenants originally adopted as of March 21, 1970 reserved to the Declarant the right to modify, amend or waive any provisions thereof. Pursuant to the terms of a Judgment Order, dated August 5, 1981, of the Windsor Superior Court, in *Gannon et al. v. Quechee Lakes Corporation et. al.* (Docket No. S235-78-WrC), the rights so reserved were modified to prevent the Declarant from amending the covenants without prior approval from the Association.

D. QL Resorts Limited Partnership, a Delaware limited partnership (the "Successor Declarant") has succeeded to the rights of the Declarant, including the rights with respect to the

HARTFORD TOWN CLERK'S OFFICE  
This 9 day of August 2016  
at 11:50 AM PM  
Recorded in Bk 526 Pg 525-547  
Sherry Aubert Town Clerk

Existing Covenants by virtue of a deed, dated December 30, 1998, from Quechee Lakes Corporation, recorded in Book 266, Page 397, and a Confirmatory Deed, dated June 28, 1999, recorded in Book 274, Page 432, both in the Land Records of the Town of Hartford.

E. The purpose of this instrument is to amend and restate the Existing Covenants applicable to the Subdivision, including all of the lands and premises described therein.

### **Covenants, Conditions and Restrictions**

The Association hereby amends the Existing Covenants, except as set forth below, by deleting the entirety thereof and substituting the following therefor. The real property described in the Existing Covenants, including the improvements constructed or to be constructed thereon, is subject to the provisions of this Third Amended and Restated Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof. The foregoing dedication is also applicable to those lands owned by the Successor Declarant and those lands which the Successor Declarant has the authority as successor in interest to the Declarant, to subject to this Third Amended and Restated Declaration. Notwithstanding anything in this Third Amended and Restated Declaration to the contrary, the following covenants shall remain in full force and effect and shall not be affected by this Third Amended and Restated Declaration: (1) Rider B Covenants, Commercial Village Properties, Quechee Lakes Subdivision, Quechee, Vermont; (2) the Covenants of the Council on Village Enterprises at Quechee, Vermont; and (3) the Addendum to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quechee Lakes Subdivision Dated December 30, 1998, dated April 12, 2000.

The Association has made this Third Amended and Restated Declaration to (a) subject its lands in the Subdivision to this Third Amended and Restated Declaration and (b) evidence the approval granted to it by its Board of Trustees at a meeting duly warned and held on \_\_\_\_\_, 2016, at which the President of the Association was authorized and directed to execute this Third Amended and Restated Declaration in the name and on behalf of the Association.

**ARTICLE I.  
DEFINITIONS**

**Section 1.01. Definitions.** Unless the context shall prohibit, certain words used in this Declaration shall have the following meanings:

—(a) Those terms that relate members, owners, and membership rights are as follows:

- (i) “Co-Member” shall mean the spouse or the legally recognized domestic partner of a Representative Member or a Member, whether or not an Owner, or alternatively, one other adult individual who is the record owner of at least a one-third interest in a Lot, Cluster Home or Condominium. There may only be one Co-Member associated with each Lot, Cluster Home or Condominium. The designation of a Co-Member shall be in writing, shall be filed with the Association on an annual basis, and shall contain such additional information, including reconfirmation, as may be required by the Association from time to time.
- (ii) “Member” shall mean an Owner of a Dwelling Unit.
- (iii) “Membership” shall mean the benefits, rights and obligations associated with a Lot, Cluster Home or Condominium. There shall only be one Membership with respect to each Lot, Cluster Home or Condominium. Memberships are “Active Memberships” and “Inchoate Memberships.” “Inchoate Memberships” shall mean rights to memberships held by the Successor Declarant or by Merchant Builders for transfer to Owners but until such transfer, the holder is entitled to none of the rights of a Member, including the right to vote and the right to use the Common Lands, and has none of the obligations of a Member, including the obligation to pay assessments. “Active Memberships” shall include all Memberships other than Inchoate Memberships.
- (iv) “Member in Good Standing” or “Co-Member in Good Standing” shall mean a Member or Co-Member who is not delinquent in payment of Assessments, or whose rights have not been otherwise suspended pursuant to the provisions of the Association’s bylaws.
- (v) “Owner” shall mean and refer to the record owner, whether one or more persons or entity, of the fee simple title to any Lot, Cluster Home or Condominium located within the Subdivision, excluding, however, (1) any person holding such interest merely as security for the performance or satisfaction of any obligation, (2) the Successor Declarant and (3) any Merchant Builder.
- (vi) “Representative Member” shall mean the Owner of a Lot, Cluster Home or Condominium, if there is only one Owner and the Owner is an individual. If there is more than one Owner of a particular Lot, Cluster Home or Condominium, or if the Owner is not an individual, the Representative Member shall be an individual designated as follows:
  - A. If the record owner consists of two or more individuals, the Representative Member shall be an individual Owner of said property and shall be

designated by Owners of said property holding more than 50% of the record title.

- B. If the record title holder is a for-profit corporation, partnership, limited liability company, or other entity (other than a trust), the Representative Member shall be an individual designated by owners of more than 50% of the equity interest in said entity. If the record title holder is a non-profit corporation, the designated individual must be an officer of said entity and designated by its governing board.
- C. If the record title holder is a trust or a trustee, the Representative Member shall be an individual designated by the trustee(s) of said trust, and must be a beneficiary of the trust.
- D. Where the holding of the title to a Lot, Cluster Home or Condominium is such that there is an ambiguity as to the application of the above rules, the Board of Trustees shall determine the process by which the individual who is to be the Representative Member associated with such property is to be designated.

Each designation of a Representative Member shall be in writing, shall be filed with the Association, and shall contain such additional information, including reconfirmation, as may be required by the Association from time to time. The Association may also from time to time require verification of the record title to a Lot, Cluster Home or Condominium, of the valid and legal existence of any record title holder of the property, and of the required interest of any designated individual.

(b) "2012 Development Agreement" means the Amended and Restated Development Agreement entered into by and between the Association and the Successor Declarant, dated March 22, 2012.

(c) "Affiliate" shall have the meaning set forth in Section 26 of the 2012 Development Agreement.

(d) "Association" shall mean and refer to the Quechee Lakes Landowners' Association, Inc., its successors and assigns.

(e) "Cluster Home" shall mean a detached residence on a limited portion of land within a "Cluster." A "Cluster" is a development design technique that concentrates buildings in a specific area on the site in order to allow the remaining land to be consolidated into common Open Space area to preserve environmentally sensitive features. A Cluster Home shall have the following attributes:

- (i) Each residence shall be detached, shall have no common walls with other residences, and shall contain not less than 2,250 square feet, including garage.
- (ii) The residences may be built on a zero lot line subdivision, and the common areas shall not include the exterior walls of the residences.

- (iii) The fee simple interest of the residence owner includes all structural components of the free-standing building, such as basement, exterior walls and roof.
- (iv) The residences shall be clustered together in close proximity in an overall density of not more than one (1) unit per acre; the undeveloped acreage resulting from the clustering will remain common land of the cluster landowners association or its designee.
- (v) The residences shall be separated from each other by a minimum of fifty (50) feet, unless otherwise agreed to by the Association acting through its Board of Trustees.

(f) "Common Lands" shall mean the lands described in Article VIII.

(g) "Condominium" shall mean a portion of the Subdivision intended for separate ownership and residential occupancy as part of a condominium form of common interest ownership, and shall include both Condominium Apartments and Condominium Cottages, as defined herein.

(h) "Condominium Apartment" shall mean a residential structure within the Subdivision containing not less than one thousand two hundred (1,200) square feet of heated space.

(i) "Condominium Cottage" shall mean attached or detached residential structures within the Subdivision containing not less than one thousand fifty (1,050) square feet of heated space.

(j) "Contiguous Lot" shall mean a parcel of land consisting of two or more Lots having a common boundary, and upon which parcel no more than one residence has been constructed, and for which a single parcel covenant may have been executed pursuant to Section 4.08 hereof. Nothing herein shall preclude an Owner of a Lot entitled to a guest house pursuant to Section 5.06 from having a guest house.

(k) "Dwelling Unit" shall mean any Lot, Cluster Home, Condominium Apartment, Condominium Cottage or commercial property with an appurtenant Membership located within the Subdivision, whether or not such parcel is subject to the conditions and restrictions of this Third Amended and Restated Declaration, the Rider B Covenants, and/or the Covenants of the Council on Village Enterprises at Quechee, Vermont.

(l) "Farmstead" shall mean a single family parcel consisting of two adjoining Lots and containing not less than a total of four acres.

(m) "Guest Pass" shall mean temporary and revocable permission granted by the Association to a guest of the Association or the Successor Declarant to use the Association's facilities at amenity rates set by the Association, and does not constitute a Membership as defined herein.

(n) "Lot" shall mean a portion of the Subdivision intended for separate ownership, including thereon a residence for use as permitted in this Third Amended and Restated Declaration.

(o) "Master Plan" shall mean the Master Plan approved by the Town of Hartford Planning Commission on May 24, 1988, as heretofore and hereafter amended.

(p) "Merchant Builder" shall mean a purchaser who acquires one or more Lots, Cluster Home sites or Condominium development rights from the Successor Declarant, is regularly engaged in the business of purchasing, selling or developing real estate for profit, and who purchases such property from the Successor Declarant for resale, and not for the purchaser's own use.

(q) "Open Space" shall mean that portion of the Subdivision that is preserved as a mix of wildlife habitat land, open fields, recreational amenity land, meadowland, and greenspaces within and between building clusters. This Open Space definition is consistent with the District Environmental Commission ruling dated April 4, 1988.

(r) "Plantation" shall mean either Lot P1 or Lot P2 as shown on the Master Plan.

(s) "Review Board" shall have the meaning and obligations described in Article VI.

(t) "Successor Declarant" shall mean and refer to QL Resorts Limited Partnership, a Delaware limited partnership, and the successors in title and assigns of QL Resorts Limited Partnership, provided

- (i) any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Subdivision;
- (ii) in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the "Successor Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Successor Declarant" hereunder at the time of such conveyance; and
- (iii) upon such designation of such Successor Declarant, all rights of the former Successor Declarant in and to such status as "Successor Declarant" hereunder shall cease, it being understood that as to all of the property in the Subdivision, which is now or hereafter subjected to this Third Amended and Restated Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Successor Declarant" hereunder at any point in time.

(u) "Subdivision" shall mean and refer to that certain real property and interests therein comprising Quechee Lakes subdivision, as described in the Master Plan approved by the Hartford Planning Commission on May 24, 1988, and such additions thereto as may be made pursuant to this Third Amended and Restated Declaration, as heretofore and hereafter amended.

(v) "Woodstead" shall mean a single family Lot containing not less than six acres.

**ARTICLE II.  
PROPERTY SUBJECT TO THIS DECLARATION**

**Section 2.01. Property Hereby Subjected to this Declaration.** The real property which is, by the recording of this Third Amended and Restated Declaration, subject to the covenants and restrictions set forth in this Third Amended and Restated Declaration and which, by virtue of the recording of this Third Amended and Restated Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration, is the real property described in the Existing Covenants and any other lands described in the Master Plan now or hereafter acquired by the Successor Declarant or any person who controls, is controlled by or is under common control with the Successor Declarant.

**Section 2.02. Other Property.** Only the real property described in Section 2.01 is hereby made subject to this Third Amended and Restated Declaration; provided however, by one or more Supplementary Declarations, the Successor Declarant shall have the right, but not the obligation, to subject other real property in the Town of Hartford to this Third Amended and Restated Declaration, under the following terms and conditions:

(a) Any such property shall be, at the time of the addition, within one mile of the Subdivision and within the boundaries of the Town of Hartford;

(b) Any such property shall be, at the time of the addition, included in and subject to the Master Plan; and

(c) The Developer shall dedicate not less than fifty percent (50%) of such property for use as Open Space, as more particularly set forth, and subject to the conditions, in Section 11 of the 2012 Development Agreement, as the same may be amended from time to time.

**ARTICLE III.  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 3.01. Membership.** Each Owner of any Lot, Cluster Home or Condominium shall share in the Membership benefits, rights and obligations associated with such property, except as limited by this Declaration or the Association's bylaws. Each Membership shall be appurtenant to and may not be separated from ownership of any Lot, Cluster Home or Condominium, including upon transfer. There shall only be one Membership associated with each Lot, Cluster Home, or Condominium, regardless of the number of individual Members or Owners.

**Section 3.02. Initial Membership.** Initially, the Declarant was the holder of all Memberships in the Association. At such time as any Lot, Cluster Home or Condominium was conveyed by the Declarant, the purchaser, unless that purchaser qualified as a Merchant Builder, automatically became a Member of the Association, and the number of Memberships in the Association held by the Declarant was reduced accordingly. The maximum number of Memberships, including Inchoate Memberships, shall be 2,500.

**Section 3.03. Membership Rights.** The following individuals shall have all benefits, rights and obligations of Membership, except for voting rights, which are specified in Section 3.04:

- (i) Representative Members;

- (ii) Co-Members; and
- (iii) All children of Representative Members or Co-Members under the age of 23 years.

Members who are not Representative Members or Co-Members have access to amenities, but the Board of Trustees may impose a fee or an additional fee, beyond that required of Representative Members or Co-Members, for use by such individuals. The Board of Trustees may also impose a fee or additional fee for other family members of Members, including for children of Members, Co-Members, and Representative Members over the age of 23 years.

**Section 3.04. Voting Rights.** The Association shall have one class of voting memberships. Each Lot, Cluster Home or Condominium shall be allocated one vote on account of such Lot, Cluster Home or Condominium. Such vote shall be cast by the Representative Member, unless all of the Owners of a Lot, Cluster Home or Condominium designate another Owner of that Lot, Cluster Home or Condominium to cast such vote. In no event shall there be more than one vote cast with respect to any Lot, Cluster Home or Condominium.

**Section 3.05. Limitations.** At no time shall the number of Active Memberships appurtenant to, and Inchoate Memberships allocated to, Condominiums exceed 950.

#### **ARTICLE IV. ASSESSMENTS AND LIENS**

**Section 4.01. Creation of Lien and Personal Obligation for Assessments.**

(a) The Owner of a Lot, Cluster Home or Condominium, whether or not it shall be so expressed in the Owner's deed, shall pay to the Association all periodic assessments or charges and special assessments for capital improvements or other purposes.

(b) The periodic and special assessments (together with penalties, charges, interest, costs and reasonable attorney's fees), other charges (including food and beverage charges and other fees or charges incurred in the use of Common Areas) and fines (together with interest, costs and reasonable attorney's fees), shall be a charge on the Owner's Lot, Cluster Home or Condominium and shall be a continuing lien thereon against which each such assessment is made, and each such assessment together with penalties, charges, interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot, Cluster Home or Condominium at the time when the assessment was made.

**Section 4.02. Purpose of Assessments.** The assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the Owners, to maintain, repair and replace the Common Lands, and to meet any and all other expenses and obligations incurred by the Association including but not limited to, bills, professional fees, taxes and insurance premiums.

**Section 4.03. Periodic and Special Assessments.**

(a) The Board of Trustees shall levy an annual or other periodic assessment against each Lot, Cluster Home and Condominium in such amounts and proportions as may be required by the Association's bylaws in effect from time to time. The assessment shall be based upon an annual



expenditure budget adopted by the Association which shall include the costs of maintenance, repair and replacement of lands and properties owned or managed by the Association, and the costs of all other expenses and obligations, including bills, professional fees, taxes and insurance premiums. The annual assessment may include a food minimum charge for each Lot, Cluster Home and Condominium.

(b) The Board of Trustees may impose during any fiscal year one or more special assessments to be used for the following purposes: (i) retirement of a previous year's operating loss; or (ii) a legal liability incurred by the Association. A special assessment for any other purpose must be approved by a majority of those Representative Members in good standing present and in person or proxy at an Association meeting duly warned for that purpose.

(c) Transfer Fee

- (i) At the time of transfer of an interest in a Lot, Cluster Home or Condominium in the Subdivision, the transferee shall pay to the Association a non-refundable (except as expressly provided below) transfer fee (the "Transfer Fee"); the Transfer Fee is an assessment for the purposes of Section 4.03. The following are exempt from the Transfer Fee:
  - (A) a transfer at the death of an Owner to the estate of an Owner, to the Owner's surviving spouse or legally recognized domestic partner and/or to one or more children of the Owner;
  - (B) a transfer by a living Owner to a spouse or legally recognized domestic partner and/or to one or more child(ren) of the Owner;
  - (C) a transfer to an entity controlled by the grantor, provided that upon any subsequent transfer of a controlling ownership interest in such entity, the transfer fee shall become due unless said transfer meets the requirements of (A) or (B) above;
  - (D) a mortgage, transfer in lieu of foreclosure or foreclosure of a mortgage;
  - (E) a transfer by the Developer to a Merchant Builder or to an Affiliate, except that the Transfer Fee is due upon a transfer to an Affiliate Owner;
  - (F) a transfer of Contiguous Lots that are subject to a Single Parcel Covenant immediately prior to and immediately after the transfer shall be liable for only one Transfer Fee; and
  - (G) In the event of a transfer to an existing property owner, who, within no more than 180 days following the transfer, owns no other property subject to this Declaration. In such event, the Transfer Fee shall be paid upon the initial transfer, but refunded following the second transaction within the 180-day period.

Upon application, and for good cause, and at the discretion of the Board of Trustees, the Board of

Trustees may: (1) extend the 180-day period provided for in (F) above; (2) refund a previously paid Transfer Fee in circumstances that, in the discretion of the Board of Trustees, merit exemption although not explicitly addressed by this subsection (c)(i); or (3) prorate a Transfer Fee in accordance with the interest transferred. The Board of Trustees may adopt rules and regulations in accordance with this paragraph.

- (ii) The Board of Trustees may, in its discretion, impose a Transfer Fee, or a prorated portion thereof, based on any transaction that appears to be structured with the intention or effect of avoiding the imposition of a Transfer Fee, although not explicitly addressed by this Section 4.03(c).
- (iii) The amount of the Transfer Fee shall be determined from time to time by a vote of the Owners at the meeting called for determining the amount of the Transfer Fee.
- (iv) The Transfer Fee shall be deposited in a segregated account and used for such capital expenditures, as the Board deems beneficial to the good and welfare of the Association, which are not otherwise required by this Declaration or the Association's bylaws to be included in the annual budget of the Association.

**Section 4.04. User Fees.** Each Owner shall pay certain user fees as set by the Association, such as greens fees, locker, club storage and golf cart fees, ski fees, fitness and recreation fees, tennis fees, and other such miscellaneous fees as the Association may determine.

**Section 4.05. Date of Commencement of Assessments.** The date of commencement of any periodic assessment levied pursuant to this Article shall be fixed in the resolution authorizing such assessment. Periodic assessments shall be due and payable as set forth in the Association's bylaws and special assessments shall be due and payable as set forth in the resolution authorizing such special assessments.

**Section 4.06. Insurance.** The Association shall maintain insurance for all improvements and personal property of the Association against all losses caused by fire or other insurable hazards in amounts sufficient to cover the replacement cost of any repair or construction work in the event of damage or destruction by any hazard, and shall also contain a broad form of public liability insurance covering all of the property owned by the Association, and its Trustees, Committee Members, Review and Grievance Board Members and Quechee Club officers and managing agents.

**Section 4.07. Nonpayment of Charges and Remedies.** If any assessment, user fee, or other charge or fine is not paid within 30 days after the date when due, there shall be due and owing a charge of five percent of the delinquent amount or whatever greater or lesser percentage of the delinquent amount the Board of Trustees may determine from time to time. In addition, interest on the delinquent amount from the due date, at one percent per month or such other rate of interest as determined by the Board of Trustees from time to time, shall also be due and owing. The Association may bring an action at law against the Owner personally obligated to pay the same, or may take any other legal action against a Lot, Cluster Home or Condominium, including foreclosure of the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of a Lot, Cluster Home or Condominium. In the event collection is required, the Owner or Lot, Cluster Home or Condominium responsible for the delinquent assessments shall also be liable for any

reasonable attorney's fees and costs incurred by the Association in connection with the collection of the delinquent assessment.

**Section 4.08. Special Rule for Contiguous Lots.** If a person owns a parcel of land consisting of two or more Lots having a common boundary, annual and special assessments shall be made separately for each Lot until such time as the Owner elects in writing, via a "single parcel covenant" or its equivalent, to treat such Lots as one Lot. Such Lots shall be treated as a single parcel until such time as the Owner revokes the single parcel covenant or indicates by use or act that the Owner considers said parcel as separate Lots.

**Section 4.09. Subordination of the Lien to Mortgages.** Any lien arising from the assessments or user fees provided for herein shall be subordinate to the lien of any first mortgage, except as otherwise provided by law. Sale or transfer of any Lot, Cluster Home or Condominium shall not affect the lien, which shall continue in existence, except where a first mortgagee has taken record title pursuant to foreclosure or by deed in lieu of foreclosure.

**Section 4.10. Capital Contributions; Lien on Properties.**

(a) Except as set forth in subsection (b), upon the first sale to an unaffiliated third party purchaser of each Lot, Cluster Home, or Condominium by the Successor Declarant or an Affiliate of the Successor Declarant (except to a Merchant Builder) or by a Merchant Builder, there shall be paid to the Association the following amounts according to the following schedule:

- (i) Eight thousand dollars (\$8,000.00) for each Dwelling Unit not within Parcel 5C until such time as 2,000 Dwelling Units have been conveyed within the Subdivision;
- (ii) The greater of ten thousand dollars (\$10,000.00) and one percent (1%) of the purchase price for each Dwelling Unit: (1) within Parcel 5C at any time; (2) after such time as 2,000 Dwelling Units have been conveyed within the Subdivision; and (3) on any land added to the Master Plan by the Successor Declarant after March 22, 2012.

(b) In the event of a sale by the Successor Declarant or an Affiliate of the Successor Declarant to a Merchant Builder, the payments due pursuant to subsection (a) shall be due and payable by or on behalf of the Successor Declarant upon sale or conveyance by the Merchant Builder to an Owner.

(c) The payment obligations referred to herein are more specifically set forth in the Amended and Restated Development Agreement dated March 22, 2012, between Successor Declarant and the Association (the "2012 Development Agreement").

**Section 4.11. Assignment of Rights to Future Income.** The Association may, in addition to all other rights and powers it may otherwise have, assign its right to future income as collateral for loans made or to be made to the Association, including the assignment of its right to receive periodic assessments or charges and special assessments assessed or to be assessed from time to time to the Owners.

**ARTICLE V.  
RESTRICTIONS AND LIMITATIONS ON LOTS, CLUSTER HOMES  
AND CONDOMINIUM APARTMENTS**

**Section 5.01. General Restrictions.**

(a) Residential Use. Each Lot, Cluster Home and Condominium shall be used, improved and devoted exclusively to residential occupancy by a single family.

- (i) No building or structures (other than a barn) that exceeds the lesser of two and one-half (2½ ) stories or thirty (30) feet in height shall be erected, placed or permitted to remain on any Lot. A dwelling may have as accessory to it a garage of not more than three (3) car capacity, and other accessory structures which may include storage building, boat shed, terraces, decks, porches, playhouses, and other customary accessory structures. Each single family home on a Lot, Condominium Apartment, Condominium Cottage or Cluster Home constructed after the date hereof shall contain at least 1,800, 1,200, 1,050 and 2,250 square feet of finished living space, respectively; the minimum square footage required for a Cluster Home shall include the garage.
- (ii) All chimneys intended for live fires shall have flues lined through the entire height with standard clay lining or other fire resistant material and shall be equipped with a suitable spark arrester. No trash shall be burned on any Dwelling Unit site or restored property, and all other burning shall be subject to the regulations of any governmental agency having authority. The minimum area of any Lot hereafter created by the Successor Declarant shall be not less than 43,560 square feet.
- (iii) The Owner of a Lot shall provide two off-street parking spaces for each Lot prior to the occupancy of any dwelling house on the Lot.
- (iv) Other than Farmsteads, Woodsteads or Plantations which are provided with separate buildable parcels, Lots which contain 2 acres or more, may have a guest house. Farmsteads, Woodsteads and Plantations may have a barn.

(b) Timesharing. Interval ownership of Dwelling Units, vacation licenses, undivided deeded interest ownership of vacation clubs or any other form of timesharing, is prohibited.

(c) Mobile Homes, etc. Prohibited. No house trailer, camping trailer or mobile house shall be placed or maintained as a residence on a Lot or constitute a Cluster Home or Condominium but may be stored in compliance with Review Board guidelines. No tent shall be placed or maintained except that tenting by children shall be permitted after erection of a dwelling on a Lot or of a Cluster Home or Condominium.

(d) No Commercial Uses: Home Occupation Exception. No trade, business or commercial activity of any nature shall be conducted in or on a Lot, Cluster Home or Condominium, except that subject to prior approval from the Review Board a dwelling on a Lot, a Cluster Home or a Condominium may, as an accessory use, be used for gainful employment involving the provision of

services (a “home occupation”), subject to the following conditions, among others which may be imposed by the Review Board:

- (i) A home occupation shall be conducted solely by the residential occupants of the dwelling on the Lot, the Cluster Home or the Condominium plus no more than one additional full-time employee, and the home occupation shall be conducted entirely within the existing dwelling;
- (ii) No more than 20 percent of the floor area, up to a maximum of 600 square feet, shall be used for such purpose;
- (iii) No home occupation shall require alterations, construction or equipment that would change the fire rating of the structure;
- (iv) There shall be no outside storage of any kind relating to the home occupation;
- (v) There shall be no exterior evidence of the conduct of a home occupation;
- (vi) No home occupation may increase vehicular traffic flow or parking by more than one additional vehicle at a time;
- (i) No home occupation may create sounds, noise, dust, vibration, smell, smoke, heat, humidity, glare, radiation, electrical interference, fire hazard or any other hazard, nuisance or unsightliness which is discernible from any adjacent dwelling; and
- (ii) The home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character thereof.

(e) Multiple Lots. Two or more Lots may be used by an Owner for the erection and construction of a single family dwelling and incidental buildings permitted under this Third Amended and Restated Declaration, but the area consisting of such combined Lots shall not thereafter be subdivided unless the requirements of the Third Amended and Restated Declaration, as to area conveyed and location of buildings are complied with according to the original Lot boundaries as shown on a plan of land of the Subdivision recorded in the Hartford Land Records.

(f) Setback, Side Yards. No building or part thereof shall be erected, placed or permitted to remain on any Lot within forty (40) feet from any private or public way or greenbelt and within twenty-five (25) feet from any side or rear lot line without the consent of the Association.

(g) Nuisance. It shall be the responsibility of each Owner and the Successor Declarant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Dwelling Unit site. No Dwelling Unit site shall be used, in whole or in part, for the storage of any property or thing that will cause the Dwelling Unit site to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Dwelling Unit site that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, dangerous or offensive or unduly noisy activity shall be carried on upon any Dwelling Unit site nor shall anything be done thereon tending to cause embarrassment, discomfort,

annoyance, or nuisance to any person using any property adjacent thereto. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unduly noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision.

(h) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Subdivision.

(i) Vehicles. No junk or derelict vehicle or other vehicle which is not currently registered shall be kept in any part of the Subdivision. Any truck (except a pickup truck used regularly), golf cart, boat, motorcycle, dune buggy, or other similar vehicle, shall be parked or stored in the rear of a Lot, in a garage or in an approved shed.

(j) Clotheslines, Garbage Cans, Woodpiles, etc. All clotheslines, garbage cans, woodpiles, bottled gas containers and other similar items shall be located or screened so as to be concealed from view of neighboring dwellings, roads, and property located adjacent to the Lot, Cluster Home or Condominium. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon or buried therein.

(k) Animals and Pets. Other than on Farmsteads, Woodsteads and Plantations, no animals, livestock or poultry of any kind may be raised, bred, kept, or permitted in, or on the property of, any Lot, Cluster Home or Condominium, with the exception of dogs, cats, or other usual and common household pets in reasonable number; provided, however, those pets which are permitted to roam free or endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to other Owners are prohibited. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot, Cluster Home or Condominium, be confined on a leash, otherwise restrained or under the direct control and responsibility of the owner. The Association may impose additional restrictions, including prohibiting dogs from certain Common Areas and requiring that dogs be confined on a leash in certain areas or under certain circumstances.

**Section 5.02. Restriction on Further Subdivision.** Except as set forth in Section 5.01(e), no Owner shall further subdivide his or her Lot or separate it into smaller lots; and no portion less than all of any Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments and deeds for utility easements. The Successor Declarant may, prior to the sale or resale of a Lot or Lots, or in furtherance of its development of a Lot or Lots, and subject to obtaining necessary zoning, planning and land use permits and approvals, subdivide, combine, or relocate the boundaries of the Lot or Lots.

**Section 5.03. Maintenance of Property.** Each Owner and the Successor Declarant shall keep his Lot, Cluster Home or Condominium and all improvements therein or thereon, in good order and repair including, but not limited to, the seeding, watering and moving of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. With respect to any Lot owned by the Successor Declarant or a Merchant Builder, (a) no

action of either shall be required as to the natural state of such Lot by virtue of this Third Amended and Restated Declaration and (b) the conduct of normal construction activity shall not be a violation of this Section or Section 5.01.

**Section 5.04. Uses Prohibited.** No immoral, improper, offensive or unlawful use shall be made of any Lot, Cluster Home or Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all government agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of a Lot, Cluster Home or Condominium shall be complied with, by and at the sole expense of the Owner thereof or, if owned by the Successor Declarant, the Successor Declarant.

**Section 5.05. Signs.** No “For Rent”, “For Sale”, or signs of similar import shall be placed, constructed, altered, or maintained on any Lot, Cluster Home or Condominium. No signs or notices, except reasonable signs identifying any Lot, Cluster Home or Condominium by the Owner or the Successor Declarant thereof shall be placed, constructed, altered or maintained on any Lot, Cluster Home or Condominium without the prior written consent of the Association, and upon any violation of this Section, the Association shall have the right to enter to remove such signs or notices.

**Section 5.06. Lots Which Contain Two Acres or More.** The following guest house restrictions shall apply to Lots which contain two acres or more:

(a) The main house must exist or be constructed on the parcel prior to construction of a guest house.

(b) At such time as the main house is designed and submitted to the Review Board, a Site Plan in accordance with standards prescribed by the Review Board must be submitted for the entire parcel showing the following:

- (i) Main house foundation alignment;
- (ii) The guest house site should be indicated on the Site Plan, otherwise it will be subject to separate approval by the Review Board. Such approval shall not be unreasonably withheld.
- (iii) Utilities, sewer, and water lines.
- (iv) Parking areas and driveway areas with a minimum of two, but not more than three, spaces accommodated on the parcel with minimum disruption of the natural terrain.
- (v) Drainage, culvert pipes and other pertinent structures or site improvements as required.
- (vi) Large trees, i.e. those greater than four (4) inches in diameter at a height of four (4) feet from natural ground level, to be removed outside the normal permitted building and driveway area.
- (vii) The Site Plan must be prepared by a registered surveyor or professional engineer in the State of Vermont.

(viii) A Town of Hartford Zoning Permit, if required by the Town, must also be obtained and a copy submitted to the Review Board.

(c) In addition to other standards set forth in this Declaration, the following shall also apply:

- (i) Approvals of plans by the Review Board, its successors, or assigns are required, but shall not be unreasonably withheld.
- (ii) The guest house must be compatible with the architecture of the existing structure, and blend harmoniously with the natural terrain and landscape on the parcel. A Landscape Plan may be required as determined by the Review Board.
- (iii) A guest house cannot exceed twenty feet (20') in height. Height of structure to be determined at any given point on original grade beneath the structure to the highest point of the structure vertically above such point, unless a variance for undue hardship is approved by the Review Board, its successors, or assigns.
- (iv) All provisions of this Third Amended and Restated Declaration apply to construction, alteration, renovations, and maintenance of guest houses, as well as main houses on parcels of two acres or more.
- (v) Any parcel which allows a guest house cannot have more than one driveway entrance from a road or private drive unless a variance for undue hardship is approved by the Review Board.
- (vi) Any parcel which allows a guest house can never be subdivided into two individual parcels and only one Association membership may be granted to a parcel of two acres or more, regardless of whether or not a guest house is constructed, with the exception of Farmsteads, Woodsteads and Plantations.

## **ARTICLE VI. DEVELOPMENT STANDARDS**

### **Section 6.01. Development Standards.**

(a) No exterior construction, alteration, addition, or erection of any nature whatsoever, including, without limitation, buildings, walls, fences, sewage systems, water systems, excavations, structures, alterations to grade or anything used for habitation, shall be commenced, placed, erected, altered or maintained upon any Lot, Cluster Home site or Condominium site, except as is approved in accordance with this Section. No such exterior construction, alteration, addition or erection shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location shall have been submitted in writing to and approved in writing by the Association's Review Board as established from time to time by the Association's governing documents or its designee. The Review Board shall promulgate written guidelines and standards, which guidelines and standards shall form the basis of any Review Board decision or determination under this section.

(b) The Review Board shall have the right to refuse to approve any such plans, specifications and locations which are not in compliance with the guidelines and standards, and shall be entitled to



stop any construction in violation of this Article. The Review Board shall not unreasonably withhold approval. Any member of the Board or its representatives shall have the right, during reasonable hours, to enter upon any Lot, Cluster Home site or Condominium site, to inspect the same and any improvements thereon for the purpose of ascertaining whether or not this Third Amended and Restated Declaration has been or is being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and of such change, modification, addition, or alteration. In the discretion of the Review Board, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest.

(c) Except as may be necessary for clearing area for buildings, structures and driveways, no stone walls or live trees greater than four (4) inches in diameter at a height of four (4) feet from the natural ground level, shall be cut, destroyed or removed and no change shall be made in the natural character of the land conveyed herein, without the prior written approval of the Review Board, which approval shall not be unreasonably withheld. No trees specially banded by the Association shall be removed without the prior written consent of the Review Board.

(d) No temporary structures shall be built upon a Lot other than those necessary and used in the course of construction of permanent buildings, and all such structures shall be removed immediately upon completion of any building operation. All structures shall be completed on the exterior within twelve (12) months from the start of construction, subject, however, to strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restriction imposed by any government or governmental agency, or other delays beyond the control of the Owner.

(e) In any visually sensitive area or any natural open clearings with sparse vegetation or clearings created for recreational or amenity activities, that would be visually sensitive, all buildings shall be located in or near the wooded cover adjacent to the natural open clearing or clearing located for recreational or amenity activities. Notwithstanding the foregoing sentence, if the Review Board determines that building will be in an open area and not located adjacent to any wooded cover, design shall be compatible with "Early American" or New England colonial design or with other residences in the general area.

## **ARTICLE VII. EASEMENTS**

### **Section 7.01. Successor Declarant.**

(a) The Successor Declarant shall have the right to install, maintain, repair, and replace under, over and upon any of the lands in the Subdivision and any ways on which said land abuts or shall abut, electric light, power, telephone and telegraph poles and wires, water, sewer, gas, and drainage pipes, mains and conduits, catch basins, surface drains and culverts; and such other facilities, installations, appurtenances, and things as the Successor Declarant may deem necessary or convenient in connection with the provision of adequate drainage, sewerage disposal, water, gas, electricity, telephone and telegraph communications, cable television and community antenna services, and other utilities to any portion of its land in the Subdivision, and the Successor Declarant further reserves the right to grant to telephone, telegraph, power, water, and other public and private utilities companies and corporations, to

municipalities, and to such other persons and corporations as the Successor Declarant may determine, said right of installation, maintenance, repair and replacement as above described; provided:

- (i) Any such facilities shall be installed within 10 feet of the property lines of a Lot;
- (ii) Any such facilities shall not require the removal or relocation or modification of an existing structure;
- (iii) Any such facilities shall be constructed so as not to adversely affect the peaceful use and occupation of the Lot;
- (iv) Any such facilities shall be diligently constructed in a good and workmanlike manner and the surface of the lands shall be promptly restored to their condition prior to entry; and
- (v) Adequate insurance or other protection reasonably satisfactory to the Lot Owner is provided to the Lot Owner.

**Section 7.02. Association.** The Association reserves the right to grant easements in, on, over and under any portion of the Common Lands owned by the Association and to grant and revoke licenses for use of such Common Lands, provided said easements do not conflict with the rights of the Successor Declarant as set forth in Section 7.01.

## **ARTICLE VIII. COMMON LANDS**

**Section 8.01. Designation.** The Common Lands are those parcels now or hereafter designated and depicted as Open Space, Common Land and Greenbelt in the Master Plan.

**Section 8.02. Rights of Use.** Each Lot, Cluster Home and Condominium shall be subject to, and benefitted by, the following:

(a) The right to use in common with others the common areas, roads, trails, paths, parking areas, swimming facilities, golfing and tennis facilities, ski facilities, beaches, launching and docking areas, and other common community facilities as shown on and described in the Master Plan, and as may be shown on other plans of the Association or the Successor Developer and designated for common use. Such use shall be subject to such rules and regulations as may be imposed by the Association, including the imposition of fees for use.

(b) The right to pass and repass, by motor vehicle and otherwise, in common with others and subject to such reasonable restrictions as may be imposed from time to time by the Review Board and the Successor Declarant, over such roads as may from time to time be constructed in the Subdivision, reserving the right to change the locus of said roads and to terminate such portions of said roads as the Review Board and the Successor Declarant may deem necessary or convenient, so long as the changes and terminations shall not deny an Owner the right to pass over constructed roads providing access to a public way.

Lots, Cluster Homes or Condominiums which do not abut a road because of a greenbelt (an area in which no development is permitted) shall be conveyed together with the right to pass and repass over such greenbelt, and the Owner of such Lot, Cluster Home or Condominium shall have the right to

construct a driveway over such greenbelt for the purpose of passing and repassing between such lot and road subject only to the approval of the Association as to placement and construction of said driveway in order that the overall character of the Subdivision and the character of the greenbelt shall be preserved. Such approval shall not be unreasonably withheld nor shall any fee or charge be made for such approval.

(c) Subject to all flowage rights, all rights of way and easements, all zoning and other governmental laws and regulations, and all other provisions of record.

**Section 8.03. No Partition.** The Common Lands shall not be subdivided except as may be authorized by the Association's bylaws in effect from time to time, nor shall any person partition, or seek partition of, the Common Lands.

**Section 8.04. Noise Disturbance.**

(a) No nuisance, and no loud or obnoxious noise, shall be permitted to exist or continue or operate on or from the Common Lands except as may be necessary for maintenance thereof by the Association.

(b) No motorized vehicles may be used on Common Lands except for:

- (i) Motorized vehicles expressly permitted to cross Common Lands incident to access to and from Lots, Cluster Homes and Condominiums;
- (ii) Motorized vehicles performing maintenance or related functions for the Association;
- (iii) Motorized vehicles specifically authorized for use in connection with recreational activities, such as golf carts;
- (iv) Motorized vehicles used on emergency; and
- (v) Motorized vehicles otherwise licensed or permitted by the Association but only in such locations and during such periods of time as permitted by the Association.

**Section 8.05. Limitations.** The Association may suspend the voting rights and rights to use of recreational portions of the Common Lands by an Owner as set forth in the Association's bylaws (i) for any period during which any assessment against the Owner's Lot, Cluster Home and Condominium remains unpaid and (ii) for any infraction of its published rules and regulations. The Association may dedicate or transfer all or any part of the Common Lands to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

**ARTICLE IX.**

**RESERVED RIGHTS OF THE SUCCESSOR DECLARANT**

**Section 9.01. Termination of Control.** The Successor Declarant shall have no future interest in the Covenants, and control thereof shall pass to the Association without any action by the Successor Declarant or the Association, on the earlier to occur of (a) December 30, 2035, or (b) the date of the sale of the last Dwelling Unit to be constructed in the Subdivision, as permitted by the Master Plan or

(c) the expiration of a twelve consecutive month period occurring after the sale of the first Dwelling Unit constructed by the Successor Declarant or Merchant Builder during which no sale of a Dwelling Unit or lot by the Successor Declarant or a Merchant Builders occurs.

**ARTICLE X.  
TERM; AMENDMENT; ENFORCEMENT**

**Section 10.01. Generally.** Each Owner shall be governed by and shall comply with the terms of this Third Amended and Restated Declaration and the bylaws of the Association, and any and all rules and regulations adopted pursuant thereto, as they may be amended from time to time. Failure of an Owner to comply therewith shall entitle the Association, the Successor Declarant or other Owners to the following relief:

(a) Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot, Cluster Home or Condominium or its appurtenances, or of the Common Lands.

(b) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Third Amended and Restated Declaration, or the bylaws of the Association, and any and all rules and regulations adopted pursuant thereto, as they may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

**Section 10.02. Enforcement.** The Successor Declarant, the Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Third Amended and Restated Declaration. Failure by the Association, the Successor Declarant or an Owner to enforce any provision of this Third Amended and Restated Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Section 10.03. Actions against Association.** In the event that an Owner brings a proceeding at law or in equity against the Association, its Trustees, or its employees, and the Association prevails, the Association shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, except as otherwise provided by applicable law.

**Section 10.04. Duration.** The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Third Amended and Restated Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the Owners present or represented by proxy at a meeting of the Association duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Land Records of the Town of Hartford on or before the effective date thereof an instrument executed which

shall state the terms of such renewal or extension and which shall contain a certification that such extension and renewal was duly approved. Every purchaser or grantee of any interest in any real property subject to this Third Amended and Restated Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Third Amended and Restated Declaration may be extended and renewed as provided in this Section.

**Section 10.05. Amendment.**

(a) During the period of time set forth in Section 9.01, this Declaration may be amended

- (i) Unilaterally at any time and from time to time by the Successor Declarant (A) if such amendment is necessary to bring any provision hereof into compliance with any applicable government statute, rule, or regulation or judicial determination which shall be in conflict therewith; (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots, Cluster Homes or Condominiums subject to this Declaration; (C) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots, Cluster Homes or Condominiums subject to this Declaration; or (D) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots, Cluster Homes and Condominiums subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to or use of any Owner's Lot, Cluster Home or Condominium unless any such Owner shall consent thereto in writing; or
- (ii) Where such amendment will affect any of the rights of the Successor Declarant under this Declaration, at any time and from time to time by joint action of the Successor Declarant and the Association, with the affirmative vote or written consent, or any combination thereof, of greater than 50 percent of the votes attributable to Dwelling Units (excluding any votes of the Successor Declarant) present at a meeting of the Association for that purpose and eligible to vote pursuant to this Declaration and the Association's bylaws; or
- (iii) Where such amendment will not affect any of the rights of the Successor Declarant under this Declaration, unilaterally at any time and from time to time by the Association, with the affirmative vote or written consent, or any combination thereof, of greater than 50 percent of the votes attributable to Dwelling Units (excluding any votes of the Successor Declarant) present at a meeting of the Association for that purpose and eligible to vote pursuant to this Declaration and the Association's bylaws.

(b) After the rights of the Successor Declarant set forth in Section 9.01 have terminated, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of greater than two-thirds of the votes attributable to Lots, Cluster Homes and Condominiums (excluding any votes of the Successor Declarant), present at a meeting of the Association for that

purpose, provided, however, that no such modification, amendment or waiver may change the nature of the Subdivision or deprive an Owner of the peaceful occupation and use of his Lot, Cluster Home or Condominium.

(c) Amendments to this Declaration shall become effective upon recording in the Land Records of the Town of Hartford, unless a later effective date is specified therein.

**Section 10.06. Miscellaneous.**

(a) The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

(b) Failure to enforce any provisions contained in this Third Amended and Restated Declaration in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. The invalidation of any of the rights and restrictions contained in this Third Amended and Restated Declaration by judgment or court order, shall not affect any other right or restriction, which shall remain in full force and effect.

(c) Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

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

(e) In the event that there is a conflict between the provisions of the Declaration and the 2012 Development Agreement between the Association and QL Resorts Limited Partnership, as such provisions may be applied to the Successor Declarant or a Merchant Builder, the provisions of the 2012 Development Agreement shall prevail.

WITNESS:

Quechee Lakes Landowners' Association, Inc.

By:

\_\_\_\_\_  
President and Duly Authorized Agent

STATE OF Vermont  
Windsor COUNTY, SS.

At Quechee in said County and State on this 28 day of July, 2016, personally appeared Craig Allsop President and duly authorized agent of Quechee Lakes Landowners' Association, Inc., and he acknowledged the foregoing to be his free act and deed and the free act and deed of Quechee Lakes Landowners' Association, Inc.

Before me

Kristina Moses  
Notary Public

6718974\_3:03261-00048

**KRISTINA MOSES**  
Notary Public - State of Vermont  
My Commission Expires Feb. 10, 2019

