

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PLEASANT VALLEY LANE PLANNED COMMUNITY
AND PLEASANT VALLEY LANE HOA INC.**

This Declaration of Covenants, Conditions, and Restrictions (hereinafter, the “Declaration”) creating Pleasant Valley Lane Planned Community is made on _____, 2023 by Jamie St. Pierre (the “Declarant”).

The Declarant is the owner and developer of real property located in Georgia, Vermont and depicted as Lots 5-8 on a plat entitled “Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat” Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised July 17, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide _____ of the Town of Georgia Land Records (hereinafter referred to as the “Plat”).

Pleasant Valley Lane Planned Community (“Planned Community”) is created as a Small Project as defined in § 1-203 of the Vermont Uniform Common Interest Ownership Act, Title 27A of the Vermont Statutes Annotated (“Act”).

The annual average common expense liability shall not exceed \$300.00, as adjusted pursuant to §1-115 of the Act. The Declarant reasonably believes in good faith that the maximum stated assessment will be sufficient to pay the expenses of the Planned Community and the assessment may not be increased above the limitation set forth above during the period of Declarant control without the consent of all Owners.

The Planned Community and this Declaration are declared as exempt from the Vermont Uniform Common Interest Ownership Act under the provisions of 27A V.S.A. § 1-203(a)(2) and are subject only to §§ 1-105 (Separate titles and taxation), 1-106 (Local ordinances, regulations, and building codes) and 1-107 (Eminent domain) of the Act.

The Declarant hereby affirms that the Lots, and any improvements and structures constructed thereon, are and shall be held, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, easements, obligations, charges, assessments, and liens hereinafter set forth and any amendments made hereto, each and all of which is and are hereby declared to be for the purpose of protecting the value and desirability of the Planned Community, are for the benefit of said Planned Community and for the benefit of each and every owner of any lot.

Article I – Definitions

The following words and terms, when used in this Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

- 1.1 “Allocated Interests”** means the common expense liability and votes in the Association.
- 1.2 “Association”** means the Pleasant Valley Lane HOA Inc.
- 1.3 “Bylaws”** means the duly adopted Bylaws of the Pleasant Valley Lane HOA Inc.
- 1.4 “Common Elements”** means all real property within the Planned Community (including the improvements thereto) owned or managed by the Association for the common use and enjoyment of the Owners. The common elements shall include, without limitation, any shared private road, any shared private driveway, any shared portions of the wastewater system, the stormwater system, utilities, and easement areas as set forth on the Plat.
- 1.5 “Common Expenses”** means expenditures made by or financial liabilities incurred by the Association together with any allocations to reserves.
- 1.6 “Common Expense Liability”** means the liability for common expenses allocated to each Lot pursuant to this Declaration.
- 1.7 “Declaration”** means this Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto, as same may now or hereafter be amended or supplemented.
- 1.8 “Executive Board”** means the body which has the power to act on behalf of the Association.

- 1.9 “Limited Common Element”** means a portion of the Common Elements allocated by this Declaration for the exclusive use of one or more but fewer than all of the Lots.
- 1.10 “Planned Community”** means the Pleasant Valley Lane Planned Community created by this Declaration.
- 1.11 “Plat”** means the plat entitled “Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat” Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised July 17, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide _____ of the Town of Georgia Land Records.
- 1.12 “Lot or Lots”** means a physical portion of the Planned Community designated for separate ownership or occupancy, depicted as Lots 5 through 8 on the Plat, and is synonymous with Unit.
- 1.13 “Lot Owner”** means the Declarant or other person that owns a Lot.

Article II – Homeowners Association

A Certificate of Incorporation was issued on June 26, 2023 for a Vermont Domestic Non-Profit Corporation to operate as a homeowners association for this Planned Community under the business name of Pleasant Valley Lane HOA Inc. (hereinafter the “Association”). Contemporaneous with the filing of this Declaration, the Declarant shall file Bylaws for the Association for recording in the Town of Georgia Land Records.

On or before the time the fourth Lot is sold, Declarant shall convey a portion of Lot 8 depicted and designated as “Total Open Space Land 4.92 acres” on the Plat to the Association.

The responsibility for the Common Elements shall be turned over the Association when the fourth Lot has been sold. Each owner of a Lot, by acceptance of a deed, shall become a member of the Association and be bound by this Declaration and the Bylaws with the same force and effect as if set forth herein at length.

Article III – Planned Community Property

The property consists of the lands and premises conveyed to Jamie St. Pierre by Roger Parent and Lucy Parent, Trustees of the Parent Family Trust (Declarant) by Trustee’s Deed of Roger R. Parent and Lucy C. Parent, Trustees of the Roger R. Parent Revocable Trust and Lucy C. Parent Revocable Trust dated May 8, 2015 and recorded in Book 274, Page 196 of the Town of Georgia Land Records and depicted on the Plat.

The Planned Community consists of Lots 5 through 8. Lots 6, 7, and 8 are designated for four-bedroom, single family residential use. Lot 5 is designated for three-bedroom single family residential use but is authorized to have an additional one-bedroom accessory dwelling. The Planned Community also includes the common elements, limited common elements, and easements identified in Article V below.

Article IV – Description of Lots

There are 4 Lots within the Planned Community, which is the maximum number of Lots permitted. The approximate locations of each Lot are depicted on the Plat. The boundaries shall consist of the lot lines as depicted on the Plat. The lower boundary of each Lot is 50 feet below the earth. The upper boundary of each Lot is 100 feet above the earth. The vertical (parametric) boundaries of each Lot are the Lots’ property boundary lines as depicted on the Plat.

Article V– Common Elements, Limited Common Elements, and Easements

5.1 Common Elements.

The Common Elements shall be all the real property and infrastructure within the Planned Community, excepting the portions of Lots 5 through 8 which are designated for separate ownership, and shall include but not be limited to the following as depicted on the Plat:

- a) a portion of Lot 8, designated as “Total Open Space Land 4.92 acres”;
- b) the 60-foot-wide shared right-of-way and cul-de-sac for ingress and egress (hereinafter “Pleasant Valley Lane”);
- c) the overhead wires and cables, underground wires and cables, utility poles, conduit, and any associated infrastructure;
- d) the 20-foot-wide pedestrian easement beginning in Lot 5 at the northerly end of the shared right-of-way for Pleasant Valley Lane, extending along the westerly boundary line of Lot 5 and continuing along the northerly boundary line of Lot 7.

5.2 Limited Common Elements.

The Limited Common Elements include a 12-foot-wide shared private driveway easement beginning in Lot 8 and proceeding northerly from the edge of the cul-de-sac for Pleasant Valley Lane, extending through Lot 5, and terminating in Lot 7 at the point where the individual driveways for Lots 6 and 7 begin, for the benefit and use in common by Lots 6 and 7. The shared private driveway is allocated exclusively to Lots 6 and 7.

5.3 Easements.

Subject to the provisions of the Declaration, every Lot Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title of each Lot.

Every Lot Owner is hereby granted and is subject to an easement, in common with each other Lot Owner, in all the Common Elements, for ingress, egress, stormwater drainage, shared septic and wastewater systems, maintenance, repair and replacement subject to reasonable rules, regulations, and restrictions as may be imposed by the Association and as depicted on the Plat.

Each Lot Owner allocated an interest in a Limited Common Element is hereby granted and is subject to an easement, in common with each other Lot Owner allocated such interest, for ingress, egress, stormwater drainage, shared septic and wastewater systems, maintenance, repair and replacement subject to reasonable rules, regulations, and restrictions as may be imposed by the Association and as depicted on the Plat.

Every Lot Owner shall provide to the Association, their agents or employees, access through his or her Lot reasonably as is reasonably necessary for maintenance, repair or replacement of the Common Elements and Limited Common Elements.

A blanket and non-exclusive easement is hereby reserved for the Declarant in, upon, over, under, across, and through the Lots within the Planned Community for the purpose of construction of improvements and the installation, maintenance, repair and replacement of water, septic, power, telephone, pipe lines, mains, conduits, poles, transformers, drainage ditches and swales, and any and all other appurtenances, equipment, or machinery necessary or incidental to the proper functioning of any utility systems serving the Planned Community, and any improvements thereto, including any necessary right of ingress and egress to Lots and to the foregoing facilities necessary to such construction, installation, maintenance, repair, or replacement, which easements shall be for the benefit of the Declarant for so long as Declarant shall own any Lots. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant or the Association after termination of the period of Declarant control, shall have the right to grant such easement, without payment of any consideration, provided that it does not materially interfere with the use of any Lot located in the Planned Community for residential purposes.

Every Lot Owner and his or her successors and assigns shall also have a perpetual non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, and public utility lines which serve their Lot and all improvements located thereon.

The Declarant, the Lot Owners and their respective successors and assigns shall have a blanket, perpetual and non-exclusive easement in common in, upon, over, under, across, and through the Planned Community for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements. No individual Lot Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Planned Community.

Article VI – Allocated Interests

The Allocated Interests of the Planned Community are as follows:

Unit	Common Expense Liability	Votes in the Association
Lot 5	1/4	1
Lot 6	1/4	1
Lot 7	1/4	1
Lot 8	1/4	1

Article VII – Expense Liability

7.1 Responsibility and Requirements for Upkeep.

- a) Common Elements: The Association shall be responsible for the expenses associated with the Common Elements, including but not limited to:
 - a. the repair, improvement, maintenance, replacement, and snow removal on Pleasant Valley Lane, to include the requirements that Pleasant Valley Lane and the cul-de-sac shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire;
 - b. the construction, improvement, maintenance, repair, and replacement of any other shared common elements, including without limitation, infrastructure and restrictions for utilities, stormwater, drainage, wastewater, water, the open space land, the pedestrian easement, the gravel wetland, other wetlands, and boulders marking wetland buffer boundaries.
- b) Limited Common Elements: The owners of Lots 6 and 7 shall be responsible in equal shares for the expenses associated with the maintenance, repair and replacement, and snow removal on the shared private driveway, to include the requirements that it shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire;
- c) Lots: Each Owner shall be responsible for the expenses associated with the maintenance, repair and replacement of improvements on their Lot, to include the requirement that the private driveways on each Lot shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed fight a fire.

7.2 Assessments and Liens.

- a) Enforcement

Declarant or the Association or any Lot Owner may, subject to the limitations set forth herein, seek enforcement of this Declaration by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against

any person or persons, firm, or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot Owner to enforce any lien created by this Declaration. Failure of Declarant or the Association or any Lot Owner to enforce any covenant or restriction herein contained for a period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration or the By-laws or any and all regulations adopted pursuant thereto, as they may be amended from time to time, the substantially prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Each Lot Owner, by the 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 subject to the Declaration and deemed to covenant and agree to pay to the Declarant or the Association assessments assessed in accordance with this Declaration or the By-Laws established hereunder. Assessments, together with interest (which shall accrue at the rate of 1% per month commencing on the 11th day after the due date), costs and reasonable attorney fees or collection costs shall be a lien on the Lot.

b) Assessments

1. Assessments shall be made at least annually, based on a budget adopted at least annually by the Association.
2. Except for assessments under subsections (3), (4), and (5) of this section, all Common Expenses shall be assessed against all the Lot Owners in accordance with the allocations set forth in this Declaration. The Association may charge interest on any past due assessment or portion thereof at a rate established by the Association, not exceeding the legal rate.
3. The Association may allocate expenses among Lots as follows:
 - i. A Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Lots to which that Limited Common Element is assigned, equally or in any other proportion the Declaration provides;
 - ii. A Common Expense benefiting fewer than all of the Lots may be assessed exclusively against the Lot Owner(s) benefited; and
 - iii. The cost of insurance shall be assessed in proportion to risk and the cost of utilities shall be assessed in proportion to usage.
4. If damage to a Lot or other part of the Planned Community, or if any other common expense is caused by the willful misconduct or gross negligence of any Lot Owner, guest, or invitee of a Lot Owner, the Association may, after notice and hearing, assess that expense exclusively against that Lot Owner, even if the Association maintains insurance with respect to that damage or common expense.
5. If Common Expense liabilities are reallocated, Common Expense assessments and any installment not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

c) Power to Place Liens

1. The Association has a lien on a Lot for any assessment attributable to that Lot or fines imposed against the Lot Owner. Reasonable attorney fees and costs, other fees, charges, late charges, fines, and, and any other sums due to the Association under this Declaration, or as a result of an administrative, arbitration, mediation, or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

2. A lien under this section is prior to all other liens and encumbrances on a Lot except:
 - i. liens and encumbrances recorded before the recordation of the Declaration; and
 - ii. except as otherwise provided in subsection (c) of this section, a first mortgage or deed of trust on the Lot recorded before the date on which the assessment to be enforced became delinquent; and
 - iii. liens for real estate taxes and other governmental assessments or charges against the Lot.
3. A lien under this section is also prior to all security interests described in subdivision (b)(2) of this section to the extent of the Common Expense assessments based on the periodic budget adopted by the Association which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. Subsections (2) and (3) of this section do not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association. A lien under this section is not subject to the provisions of 27 V.S.A. Chapter 3.
4. Recording this Declaration constitutes record notice and perfection of the lien. No further recording of any claim or lien for assessment under this section is required.
5. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.
6. This section does not prohibit an action against Lot Owners to recover sums for which subsection (a) of this section creates a lien or the Association from taking a deed in lieu of foreclosure.
7. A judgment or decree in any action brought under this section shall include an award of costs and reasonable attorney fees to the substantially prevailing party.
8. The Association, upon request made in a record, shall furnish to a Lot Owner a statement of the amount of unpaid assessments against that Lot. If the Lot Owner's interest is real estate, the statement shall be recordable. The statement shall be provided within 10 business days after receipt of the request and is binding on the Association, the executive board, and every Lot Owner.
9. The Association's lien may be foreclosed pursuant to 12 V.S.A. chapter 172 and any applicable provisions of the Declaration. The Association shall give the notice required by statute, or if there is no such requirement, reasonable notice of its action to all lienholders of the Lot whose interest would be affected.
10. A Lot Owner is not exempt from liability for payment of common expenses by a waiver of the use or enjoyment of any of the common elements or by abandonment of the Lot.
11. In an action by the Association to collect assessments or to foreclose a lien on a Lot under this section, the court may appoint a receiver to collect all sums alleged to be due and owing from a Lot Owner before commencement or during pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association.
12. An Association may not commence an action to foreclose a lien on a Lot under this section unless:
 - i. the Lot Owner, at the time the action is commenced, owes a sum equal to at least three months of common expense assessments based on the periodic budget last adopted by the Association and the Lot Owner has failed to accept or comply with a payment plan offered by the Association; and

ii. the executive board votes to commence a foreclosure action specifically against that Lot.

13. Unless the parties otherwise agree, the Association shall apply any sums paid by Lot Owners that are delinquent in paying assessments in the following order:

- i. unpaid assessments;
- ii. late charges;
- iii. reasonable attorney fees and costs and other reasonable collection charges; and
- iv. all other unpaid fees, charges, fines, penalties, interest, and late charges.

14. Notwithstanding subsection (a) of this section, unless sums due the Association include an unpaid assessment, a foreclosure action may not be commenced against a Lot Owner unless the Association has a judgment against the Lot Owner for the sums due the Association and has perfected a judgment lien against the Lot.

ARTICLE VIII - RESTRICTIONS AND REQUIREMENTS

Lots 5-8 Restrictions and Requirements Related to Use & Improvements

a) The portion of Lot 8 identified on the Plat as "Total Open Space Land 4.92 Acres" (hereinafter the "Open Space Land") is designated as a "Right to Farm Covenant." The Open Space Land shall be available for present and future agricultural use. No further development or subdivision of the Open Space Land shall be permitted. The following "Right to Farm Covenant" shall be included in any Declaration and in each deed of conveyance for any Lot in the Planned Community, as follows:

"Notice is given of the existence of preserved agricultural lands located on Lot 8 and identified as 'Total Open Space Land 4.92 Acres' (hereinafter the 'Open Space Land') on the Plat and in the vicinity of the Lot or Lots conveyed herein. No further development or subdivision of the Open Space Land shall be permitted. The Open Space Land is subject to a Right to Farm Covenant, which may include current and future agricultural operations such as, without limitation, plowing, planting, fertilizing, spraying and the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products, and the raising, feeding and management of livestock. Consistent with this notice, the Lot or Lots are conveyed subject to a perpetual easement for any noise, odors, dust and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on nearby agricultural lands. Grantees, by the acceptance of this deed, waive any objection to impacts arising from any existing and future use of the Open Space Land on Lot 8 in compliance with Required Agricultural Practice Rules promulgated by the State of Vermont Agency of Natural Resources and consistent with accepted agricultural and best-management practices, and acknowledge that any such existing and future agricultural activities do not constitute a nuisance or a trespass."

b) All uses and improvements thereto are subject to and shall comply with all laws, orders, and regulations which may from time to time be applicable, including without limitation the zoning and land use regulations now in effect or hereafter amended or adopted for the Town of Georgia, the Development Review Board's "Decision and Findings of Fact for Preliminary Plat Review," dated May 2, 2023 and recorded at Volume 390, Page 296 of the Town of Georgia Land Records, and any amendments thereto, which are incorporated herein by reference and made a part hereof as if they were more fully set forth in this Declaration.

c) Each Lot, with the exception of the Right to Farm Covenant on the Open Space Land on Lot 8, shall be used solely for residential purposes and no trade or business shall be permitted except home occupations as permitted by the zoning and land use regulations now in effect or hereafter amended or adopted for the Town of Georgia. The Declarant reserves the right to maintain signs and sales material at the Planned Community until such time as all of the Lots have been sold.

d) Lots 6, 7, and 8 are permitted as 4-bedroom single family dwelling units. Lot 5 is permitted as a 3-bedroom single family dwelling unit with a 1-bedroom accessory dwelling unit.

e) No trees shall be cut outside of the building envelopes depicted on the Plat other than those that are dead or diseased and those that are required to be cut to construct or maintain infrastructure.

f) No Lot shall be used or maintained in a manner which shall interfere with the comfort or convenience or occupants of other Lots.

g) No Lot Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Lot Owner store anything upon the Common Elements or Limited Common Elements without the approval of the Association.

h) No Lot Owner may maintain a mobile home on any Lot except that properly registered travel trailers, campers and so-called recreational vehicles may be stored on the Lot.

i) Except for the uses permitted in the Right to Farm Covenant on the Open Space Land on Lot 8, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; however, dogs (except wolf hybrids, constantly barking dogs or dogs running loose), cats and other household pets may be kept on the Lot so long as they are not kept, bred or maintained for commercial purposes and are controlled by their owners so as not to cause an annoyance or nuisance to other Owners in the Planned Community.

j) No Lot may be subdivided and only single family homes consistent with subparagraph d) above (together with so-called accessory dwelling units as permitted by the Town of Georgia zoning and land use regulations now in effect or hereafter amended or adopted) shall be constructed.

k) Residences, garages, grading and landscaping shall be completed on each Lot within one (1) year from the date of starting construction.

l) Without limitation, the following shall be prohibited: Vicious, dangerous, offensive or unduly noisy uses; those uses constituting a nuisance; dumpsters; windmills, radio antennas, and elevated storage tanks visible from the road; outside wood-burning furnaces, and operation of dirt bikes.

m) No snowmobiles or multi-terrain vehicles of any kind shall be used or operated in any way on any Lot or on the Common Elements or Limited Common Elements except to travel into or out of the Planned Community. All speed limit and safety precautions will be adhered to.

n) Properly designed fences of wood, stone or other masonry, shrubbery, hedges and trees, may be incorporated for general landscaping on a Lot provided that they do not unduly obstruct views from other Lots.

o) All buildings and landscaped grounds, including without limitation the boulders marking the pedestrian easement and wetland buffers as depicted on the Plat, on any Lot shall be maintained and kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. However, no mowing shall be allowed on any wetlands areas depicted on the Plat.

p) The wetland areas and gravel wetland area depicted on the Plat shall not be disturbed or altered in any way.

q) No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot except in sanitary containers located in appropriate areas concealed from the road.

- r) No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.
- s) There shall be no more than one unregistered vehicle on any Lot at any one time. No junk automobiles or parts of automobiles, appliances or other similar items of refuge or of a salvageable nature shall be stored on a Lot at any time.
- t) The use of firearms or explosives in the Planned Community is prohibited except as required for construction work duly authorized by the Declarant.
- u) Pleasant Valley Lane and the cul-de-sac shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- v) The shared private driveway for Lots 6 and 7 shall be maintained in a manner to provide a solid roadway of sufficient width, which shall kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- w) The private driveways for Lots 5 through 8 shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- x) Lot 8 is subject to a wastewater system access easement over Pleasant Valley Lane and continuing northerly to the "Proposed Area of Access for Lot 4," as depicted on the Plat, for the benefit of the abutting Lot 4, now or formerly owned by Benjamin and Michelle LeClair as conveyed by the Warranty Deed recorded in Volume 325, Page 316 of the Town of Georgia Land Records. The costs for the construction, maintenance, repair and replacement and snow removal for the access easement and necessary culvert shall be the responsibility of the owners of Lot 4.

Article IX – Alteration and Termination

9.1 Amendment of Declaration.

- a) This Declaration, including any plats and plans, may be amended only by vote or agreement of a majority of the Lot Owners. For so long as the Declarant owns a Lot, no amendment shall be effective unless signed by the Declarant.
- b) No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.
- c) Every amendment to the Declaration shall be prepared, executed and the original or certified copy recorded in the Town Georgia Land Records, and is effective only upon recording. An amendment shall be indexed in the grantee's index in the name of the Planned Community and the Association, and in the grantor's index in the name of the parties executing the amendment.
- d) No amendment may create or increase special Declarant rights, increase the number of Lots, change the boundaries of any Lot, or change the Allocated Interests, or the uses to which any Lot is restricted, in the absence of unanimous consent of the Lot Owners.
- e) Amendments to the Declaration required to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.
- f) An amendment to the Declaration may prohibit or materially restrict the permitted uses of or behavior in or on a Lot or the number or other qualifications of persons

who may occupy Lots only by unanimous vote or agreement of all Lot Owners. An amendment approved under this subsection must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

- g) The Declarant may amend the Declaration without the consent of any Lot Owner, prior to the sale by the Declarant of the fourth of the Lots. The Declarant may amend the Declaration without the consent of the Lot Owners, after the sale by the Declarant of the fourth Lot in order to comply with any provision of law; any such amendment shall be reduced to writing and executed by the Declarant, shall recite the law which requires the amendment, and shall be recorded in the Town of Georgia Land Records. Such amendment shall be effective upon recording.
- h) No amendment which alters this Declaration in any manner which would render it contrary to or inconsistent with any requirements or provisions of any law or any permit or approval granted in connection with the development of the Planned Community shall be valid.

9.2 Termination.

- a) Except in the case of a taking of all Lots by eminent domain or in the case of a catastrophe, the Planned Community may be terminated only by unanimous vote of all Lot Owners.

ARTICLE X - GENERAL PROVISIONS

10.1 Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may occur.

10.2 Invalidity

If any provision of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provisions.

10.3 Declarant May Assign

Declarant may assign his rights and responsibilities under this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this ____ day of _____, 2023.

Jamie St. Pierre

STATE OF VERMONT
FRANKLIN COUNTY, SS.

At _____ in said County this ____ day of _____, 2023, personally appeared Jamie St. Pierre, and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, _____
Notary Public
My Commission Expires: 1/31/2025
Commission Number: _____