

Partridge Farms Area Association, Inc

Certificate Of Incorporation & Articles Of Association



STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Amendment

I, Deborah L. Markowitz, Secretary of State of the State of Vermont, do hereby certify that the attached is a true copy of the

Articles of Amendment

for

PARTRIDGE FARMS AREA ASSOCIATION, INC.

as filed in this department effective September 26, 2002.

September 26, 2002

*Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital*

Deborah L. Markowitz
Secretary of State



Articles of Amendment Form**Nonprofits and Cooperatives**

This form should be filled out in full, printed, and returned, with the appropriate fee, to the Secretary of State's Office, 81 River Street, Drawer 09, Montpelier, VT 05609. Because a signature and fee is required we are *not* able to accept this on-line. Information fields preceded by an asterisk (*) are optional. We ask for this information in order to better serve the nonprofit community. All information submitted on this form is public. **We suggest that you call an attorney if you have any questions about how to complete this form.**

CORPORATE NAME: Partridge Farms Area Association, Inc.**TEXT & DATE OF AMENDMENT(S):**

See Exhibit A attached.

*If you exceed five lines, please attach the provisions.***APPROVAL BY DIRECTORS OR INCORPORATORS:**

not applicable

If you exceed five lines, please attach the provisions.

APPROVAL BY MEMBERS: Please (a) include the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and number of votes of each class indisputably voting. Then, (b) enter either the total number of votes cast for and against the amendment by each class entitled to vote separately or the total number of undisputed votes cast by each class and a statement that the number cast by each class was sufficient for approval by that class.

(a) See Exhibit B attached.

(b) See Exhibit B attached.

If you exceed five lines for either of these text boxes, please attach the provisions.

APPROVAL BY OTHER PERSON(S): If approval for amendment is needed by some person(s) other than the members, the board or the incorporators, check the box below to indicate that the approval was obtained. ☐ Approval Obtained

VERMONT
SECRETARY OF STATE

2002 SEP 26 AM 8:24

FORM: Articles of Amendment- Non-profit

Page 2 of 2

*PLEASE INDICATE THE PURPOSE OF YOUR ORGANIZATION (click here to learn more and find out what eleemosynary means!):

* DO YOU PLAN TO OR HAVE YOU ALREADY APPLIED FOR TAX-EXEMPT STATUS WITH THE INTERNAL REVENUE SERVICE (IRS)? ☐ Yes ☐ No

*ANTICIPATED PAID STAFF ONE (1) YEAR FROM TODAY:

*ANTICIPATED BUDGET ONE (1) YEAR FROM TODAY:

*ANTICIPATED VOLUNTEER STAFF ONE (1) YEAR FROM TODAY:

Name
Title
(e.g. Executive Director, Secretary)

Signature

Date

9/16/02

Fees:

Non-profits & Cooperatives (\$25.00)

Please type or print *and* file in duplicate!

Note: In the event that there is a problem with your application give us an email address or a phone number so we can serve you faster.

(revised 5/01)

VERMONT
SECRETARY OF STATE

2002 SEP 26 AM 8:24

Exhibit A

Action required or permitted to be taken by Title 11B of Vermont Statutes Annotated ("Vermont Nonprofit Corporation Act") at a members meeting may be taken without a meeting if the action is taken by the holders of at least a majority of all members entitled to vote on the action, and if each member is given prior notice of the action proposed to be taken. Each action must be evidenced by one or more written consents describing the action taken, signed by at least a majority of all the members entitled to vote and delivered to the corporation for inclusion in the minutes or filed with the corporate records. Prompt notice of any action taken by less than unanimous written consent in lieu of a meeting shall be given to all shareholders (members) entitled to vote on such action under the Vermont Nonprofit Corporation Act.

VERMONT
SECRETARY OF STATE

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Exhibit B

- a) Class A Memberships: 6 memberships; 6 votes entitled to be cast on the amendment; 6 votes indisputably voting.

Class B Memberships: 30 memberships; 30 votes entitled to be cast on the amendment; 30 votes indisputably voting.

Class C Memberships: 105 memberships; 315 votes entitled to be cast on the amendment; 315 votes indisputably voting.

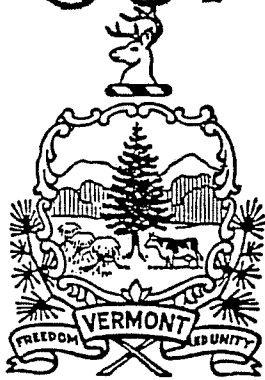
- b) Class A: 6 votes cast in favor of the amendment;
Class B: 30 votes cast in favor of the amendment;
Class C: 315 votes cast in favor of the amendment.

The Class A, Class B and Class C members unanimously approved the amendment. The number of votes cast by each Class of membership was sufficient to approve the amendment.

VERMONT
SECRETARY OF STATE
2002 SEP 26 AM 8:24

COPY

COPY



STATE OF VERMONT
Office of Secretary of State

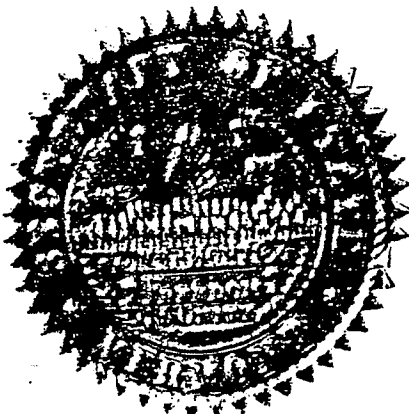
CERTIFICATE OF INCORPORATION

I certify that the attached is a true copy of the Articles of Incorporation of

PARTRIDGE FARMS AREA ASSOCIATION, INC.

filed with the Office of the Secretary of State on July 7, 19 88.

The corporate existence shall begin upon the issuance of this Certificate of Incorporation, and this Certificate shall be conclusive evidence that all conditions precedent to incorporation required to be performed by the incorporators have been complied with and that the corporation has been incorporated under the Vermont Non-Profit Corporation Act (11 V.S.A. Chapter 19).



July 7, 1988

Date

Paul S. Gelles
Deputy Secretary of State

COPY

ARTICLES OF ASSOCIATION

OF

PARTRIDGE FARMS AREA ASSOCIATION, INC.

(A Nonprofit Corporation)

Pursuant to the provisions of Section 2402 of the Vermont Nonprofit Corporation Act, the undersigned natural persons of the age of majority, at least one of whom is a resident of the State of Vermont, do hereby associate themselves together for the purpose of forming a nonprofit corporation.

ARTICLE I

Name

The name of the corporation is PARTRIDGE FARMS AREA ASSOCIATION, INC.

ARTICLE II

Principal Office

The principal office of the corporation shall be in Berlin in the County of Washington and State of Vermont.

ARTICLE III

Duration

The duration of this corporation is perpetual.

ARTICLE IV

Purposes

The purposes for which this corporation is organized are to establish, construct, improve, maintain, supervise and otherwise care for and manage the streets, driveways, sidewalks, culverts, landscaping, and other common areas of the PARTRIDGE FARMS PLANNED RESIDENTIAL DEVELOPMENT for the benefit of its members, and others entitled to use same.

The corporation is formed pursuant to the Vermont Nonprofit Corporation Act, Title 11, Chapter 19, Vermont Statutes Annotated. The corporation is not organized for pecuniary profit. It shall not have the power to issue certificates of stock or to declare dividends, and no part of its net earnings shall inure to the benefit of any member, director or individual. The balance, if any, of all money received by the corporation for its operations, after the payment in full of all debts and obligations of the corporation, of whatever kind or nature, shall be used and distributed exclusively for the purposes of the Association.

ARTICLE V

Conditions of Membership

The conditions and regulations of membership and the rights and other privileges of membership shall be determined and fixed by the ByLaws and by a Declaration of Covenants, Conditions and Restrictions, dated June 29, 1988, and recorded in the Town of Berlin Land Records.

ARTICLE VI

Registered Office

The name of the initial registered agent of this corporation is Randy J. Rouleau and the address of the initial registered office of this corporation is Box 3640, RR#1, Windy Wood Road, Barre, Vermont 05641

ARTICLE VII

Directors

The number of Directors constituting the initial Board of Directors of this corporation is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
Randy J. Rouleau	Box 3640, RR #1 Windy Wood Road Barre, VT 05641
Laurence A. Hebert	Williamstown, VT 05679
Brad P. Rouleau	29 Tamarack Lane Barre, VT 05641

ARTICLE VIII

Incorporators

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Randy J. Rouleau	PO Box 3640, RR #1 Windy Wood Road Barre, VT 05641

IN WHEREOF, I hereunto set my hand and seal this 5 day
of July, 1988.

PARTRIDGE FARM AREA ASSOCIATION, INC.

By: 

Duly Authorized Agent

14:Partridge Farms

Partridge Farms Area Association, Inc

Area Association and Declaration Of Covenants, Conditions and Restrictions

FIRST AMENDMENT TO PARTRIDGE FARMS, A PLANNED
RESIDENTIAL DEVELOPMENT, AREA ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This is the First Amendment to a Declaration by RHD Development Co., Inc. dated June 29, 1988 and recorded in Volume 56, Page 529- of the Town of Berlin Land Records.

Section 6.07 of the original Declaration provides that the Declaration may be amended by an instrument signed by not less than eight percent (80%) of each class of members.

The Declarant, RHD Development Co., Inc., presently holds more than eighty percent (80%) of the voting rights as determined by Section 3.02 of the Declaration.

In accordance with Section 3.02, Voting Rights, and Section 6.07, Amendments, the Declarant hereby amends the original Declaration dated June 29, 1988 and recorded in Volume 56, Page 529- of the Town of Berlin Land Records as follows:

Section 6.08. Change in Use For Lots 1, 2 and 37. Notwithstanding anything in the Declaration, Bylaws, recorded Plans or other referenced documents to the contrary, the Declarant shall have the right, at its sole option, to construct condominium, townhouse or duplex residential housing units on Lots 1, 2 and 37 as shown on the Plan recorded in Plat Rack 88-7 of the Town of Berlin Land Records. No more than four dwelling units per lot may be erected on Lots 1, 2 and 37, and the total number of dwelling units in the Partridge Farms Development shall not exceed the original 141 housing units.

Ran-Mar, Inc. as fee title owner of the land and premises, executes this Amendment to Declaration for the sole purpose of consenting to the terms and conditions of said Amendment.

IN WITNESS WHEREOF, the Declarant, RHD Development Co., Inc., and Ran-Mar, Inc. have caused this Amendment to Declaration to be executed on the 9th day of August, 1988.

IN PRESENCE OF:

John Collins

Mary Ann Barnes

RHD DEVELOPMENT CO., INC.

By: *[Signature]* PRES.
Its Duly Authorized Agent

STATE OF VERMONT

Chittenden COUNTY, SS.

At Burlington, in said County, this 9th day of August, 1988, personally appeared Randy J. Rouleau, duly authorized agent of RHD DEVELOPMENT CO., INC., and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of RHD DEVELOPMENT CO., INC.

John Collins
Notary Public

IN PRESENCE OF:

John Collins

Mary Ann Barnes

RAN-MAR, INC.

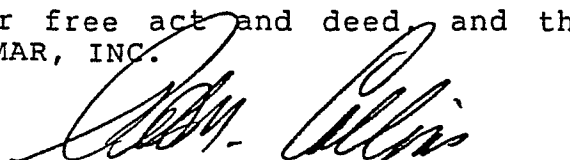
By: *[Signature]* PRES.
Its Duly Authorized Agent

STATE OF VERMONT

Chittenden COUNTY, SS.

At Burlington, in said County, this 9th day of August, 1988, personally appeared Randy J. Rouleau, duly authorized agent of RAN-MAR, INC., and he/she acknowledged this instrument, by him/her sealed and

subscribed, to be his/her free act and deed, and the
free act and deed of RAN-MAR, INC.


Notary Public

52:M2

TOWN CLERK'S OFFICE - BERLIN, VI

Received for Record

August 11 A. D. 1988

at 11 o'clock 30 Minutes A. M.

Recorded in Book 57 Page 167

of Xand Records.

Attest Dorothy B Hartman
Town Clerk

6:Partridge Farms

PARTRIDGE FARMS
A PLANNED RESIDENTIAL DEVELOPMENT
AREA ASSOCIATION AND DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of June, 1988, by RHD DEVELOPMENT CO., INC., a Vermont corporation with principal place of business in Berlin, Vermont, (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has obtained the rights to develop certain property in the Town of Berlin, Vermont, conveyed to Ran-Mar, Inc. pursuant to a warranty deed from George Casavant, dated August 31, 1984, and recorded in Volume 50 at Page 251 of the Town of Berlin Land Records, and by quit claim deed dated November 17, 1987 and recorded in Volume 55 at Page 335 of the Berlin Land Records, and more particularly described as follows:

Being a portion of the land and premises conveyed to Ran-Mar, Inc. by warranty deed from George Casavant, dated August 31, 1984 and recorded in Volume 50 at Page 251 of the Berlin Land Records, and by quit claim deed dated November 17, 1987 and recorded in Volume 55 at Page 335 of the Berlin Land Records.

Parcel No. 1: A parcel of land containing 125.7 acres, more or less, and being that portion of the land and premises conveyed to Ran-Mar, Inc. by warranty deed from George Casavant, dated August 31, 1984 and recorded in Volume 50 at Page 251 of the Berlin Land Records, which lies easterly of the State of Vermont and Washington County Railroad right of way.

Parcel No. 2: A parcel of land containing 11 acres, more or less, and being the north end of lands shown on a recorded plat by Surveyors, Inc. titled "Casavant

Property Trailer Park Area", dated September 1969, and recorded in Plat Book 1 at Page 77-18 of the Official Records of the Town of Berlin. Said parcel being further described as being bounded on the east by the Barre & Montpelier Railroad, on the north by the junction of the Stevens Branch and the Winooski Rivers, on the west by the Stevens Branch River and the south by a line to be determined by a revised survey. Said survey line will be established such that no portion of the existing trailer park or its improvements will encroach into the within-described Parcel No. 2 area.

Parcel No. 3: A strip of land for roadway purposes lying in the Town of Berlin, Washington County, Vermont, more particularly described as follows: Commencing at the southeast corner of land formerly owned by Casavant, as shown on a plat by Surveyors, Inc. of Barre, Vermont, dated September 1969, and titled "Casavant Property Trailer Park Area", said plat being recorded in the official records of the Town of Berlin, Vermont, in Plat Book 1 at Page 77-18, said southeast corner being also a point on the west right of way line of the Montpelier & Barre Railroad; thence S 07° 24' 33" W (an assumed bearing), along said west right of way line a distance of 51.32 feet to a point of intersection with a curve concave to the northeast having a radius of 110.18 feet, a central angle of 48° 24' 09", and a radial bearing of N 11° 35' 31" E, said point being also the Point of Beginning of the herein described strip of land 50 feet wide lying 25 feet on each side of the following described center line and being also hereinafter referred to as Point A; thence along said center line, also being the arc of said curve, in a northwesterly direction a distance of 93.08 feet to a point of tangency; thence N 30° 00' 20" W a distance of 256.87 feet to a point of curvature of a curve concave to the southwest, having a radius of 95 feet and a central angle of 72° 59' 04"; thence along the arc of said curve a distance of 121.01 feet to a point of tangency, said point being also the point of termination of said herein described 50-foot wide strip of land. The sidelines of said strip of land being shortened or lengthened to terminate on said west railroad right of way line.

Parcel No. 4: A strip of land for roadway purposes and more particularly described as follows: Commencing at said aforementioned Point A, said point being also a point of intersection with a curve concave to the northeast having a radius of 110.18 feet, a central angle of 04° 31' 45", and a radial bearing of N 11° 35'

31" E; thence along the arc of said curve in southeasterly direction a distance of 8.71 feet to a point of tangency; thence S 82° 56' 14" E a distance of 49.87 feet to a point of curvature of a curve concave to the southeast having a radius of 572.96 feet, and a central angle of 10° 48' 40"; thence along the arc of said curve a distance of 108.11 feet to a point of intersection with the east right of way line of the former Montpelier and Wells River Railroad, said point being also the Point of Beginning of the hereinafter described 50-foot strip of land lying 25 feet each side of the following described center line, said point also having a radial bearing of S 18° 13' 13" W; thence continue along the arc of said curve a distance of 123.26 feet to a point of tangency; thence S 59° 48' 00" E a distance of 43.55 feet to a point of termination of said herein described 50-foot wide strip of land. The sidelines of said strip of land being shortened or lengthened to terminate on said east railroad right of way line.

Meaning to exclude herefrom all lands lying within the now combined rights of way for the aforementioned Montpelier and Wells River Railroad and the Montpelier and Barre Railroad aforementioned.

Parcel Nos. 3 and 4 contain 0.72 acres, more or less.

(the "Property"); and

WHEREAS, the Declarant intends to establish thereon a Planned Residential Development, consisting of single family homes on individual lots, duplexes, condominium apartment units or townhouse cluster housing units, for a combined total of not more than one hundred forty-one (141) housing units on 130 acres of land (the "Project"); and

WHEREAS, on or before the completion of the project, the Declarant will convey to the PARTRIDGE FARMS AREA ASSOCIATION, INC. (the "Area Association") portions of the Property as common open land for the mutual benefit of all of the Owners of housing units in the Project;

NOW, THEREFORE, the Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Area Association" shall mean and refer to the PARTRIDGE FARMS AREA ASSOCIATION, INC., its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any housing Unit (including Owners of single family homes and Owners of duplexes, condominium or townhouse units), which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. The "Property" shall mean and refer to all of lands and premises hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04. "Common Area" shall mean all real property (including the improvements thereto) within the "Property" (except for individual Duplexes, Condominium or Townhouse Units, Limited Common Areas and the Common Areas within each individual Condominium or Townhouse Cluster, and single family house lots), for the common use and enjoyment of the Owners. The Declarant reserves the right to change the boundary lines of the Common Area from time to time during the development of the Property, until the Common Area is deeded to the Association; but in no event shall the Common Area contain less than 90 acres.

Section 1.05. "Unit" shall mean and refer to any Duplex, Condominium or Townhouse Unit in any Condominium or Townhouse Cluster, and any single family dwelling house, created on the Property.

ARTICLE II

PROPERTY RIGHTS & RESTRICTIONS

Section 2.01. Owners' Easements of Enjoyment in Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Area Association to charge reasonable admission and other fees for the use of any community and recreational facilities situated upon the Common Area;
- (b) The right of the Area Association to suspend the voting rights, and the right to use the community and recreational facilities by an Owner for any period

during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (c) The Declarant and Ran-Mar, Inc. shall have the exclusive right to install utility lines, pipes and related equipment on the Property or any part thereof. Without the express written consent of Ran-Mar, Inc., first obtained, no one may extend, install, add to or in any other way enlarge the utility lines and pipes or any part of the water, sewer or electrical system serving this development, or cross over, under or through the Property, or any part thereof with any pipes, wires or related equipment.
- (d) The exclusive right of the Declarant and/or Ran-Mar, Inc. to grant and/or reserve easements and rights of way through, under, over and across the Property, for all purposes, including, but not limited to, the installation, repair, replacement, maintenance and inspection of lines and appurtenances for public water, sewer, drainage and all other utilities, and the exclusive right of the Declarant and/or Ran-Mar, Inc. to grant and/or reserve easements and rights of way through, over, upon and across the Property for all purposes, including, but not limited to, roads, recreation trails, pedestrian paths, and for the completion of the Partridge Farms Development or any future development, either on the Property or on adjoining lands, which easements and rights of way shall include necessary tree cutting rights, drainage rights and slope rights, including the right to construct open drainage swales.
- (e) The reservation of the Declarant of the right to store construction material in and to enter upon the Property for any purpose during the construction and sale or rental of dwelling units in the various phases of the project, and the right of the Declarant to utilize in connection with the development of the Property, one or more sites for the disposal and covering of trees and stumps;
- (f) If any portion of a dwelling unit, buildings or clusters in which the dwelling units are located, encroach upon any of the Common Area, a valid easement for the encroachment and for the maintenance of the same shall and does hereby exist;

- (g) There shall be no activities or use detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation;
- (h) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles or other loud, destructive or offensive recreational vehicles in or upon the Common Area; however, the Declarant, Ran-Mar, Inc. or the Association may designate certain trails for snowmobile use, under Rules & Regulations established by the Association;
- (i) There shall be no hunting or trapping.
- (j) No construction shall take place within 15 feet of the top of slopes in excess of 50%.
- (k) No structures shall be located within 35 feet of the top of slopes in excess of 50%, except for Condominium CLUSTERS Q, R, AND S which may be no closer than 25 feet from the top of said slopes. No structure shall be located within 35 feet of the top of the slopes in excess of 50% adjacent to Condominium Clusters V, W, X, Y and Z. On those condominiums with decks on the second floor, those decks shall be no closer than 29 feet of the top of the bank. Snow fences shall be erected to maintain this buffer strip at all such locations prior to any construction activity on the project.
- (l) Once the project is completed or in the case of a single family home lot, occupied, no trees in excess of 4" in diameter shall be cut on a home lot or within the condominium properties without approval of the Association, except that no trees/shrubs of any size within 35 feet of the top of slopes in excess of 50% shall be removed without said approvals except for those trees which must be removed for the safe construction of the proposed structures.
- (m) No cutting, trimming or other means of defoliating shall take place within the Common Area, except for uses such as snowmobile and ski trails, hiking paths, forestry management purposes, or similar usage. All cutting shall be subject to the review and approval of the Association, who shall review all such cutting with the county forester prior to approvals.
- (n) Burning of trash, refuse, leaves, debris, brush or similar materials shall be prohibited.

- (o) All trash shall be maintained within sanitary containers.
- (p) The maintenance, boarding or raising of animals, livestock, poultry or reptiles shall be prohibited with the exception of ordinary domestic pets (i.e., dogs, cats, caged birds) which shall be confined or kept on a leash at all times. An owner shall be restricted to having no more than two (2) dogs or cats (or one (1) dog and one (1) cat) at any one time.
- (q) Each lot owner shall maintain his or her lot in a good workmanlike condition at all times. Lawns and landscaping shall be regularly maintained and kept in a neat condition.
- (r) Condominium properties shall be maintained in a good workmanlike condition by the Association and shall be responsible for the maintenance of lawns, landscaping, building exteriors and driveways.
- (s) No trailers, campers, recreational vehicles or boats may be parked on the Common Area or lots except in areas (if any) designated by the Association. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Area.
- (t) No amplified music, loud musical instruments or loud radios, stereos or televisions shall be permitted in the Common Area.
- (u) No immoral, improper, offensive or unlawful use shall be made of the Common Area or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereover shall be observed.
- (v) No owner shall obstruct any of the Common Area nor shall any Owner store anything upon any of the Common Area (except in those areas designated for such storage by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except upon the prior written consent of the Board of Directors.
- (w) THERE SHALL BE NO EXTERIOR television, radio, ham or other outdoor antennas, television dishes or similar

equipment installed or maintained on any portion of the Property, or on any lot or unit.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 2.03. Rights of Way and Utilities. Declarant does hereby establish and create for the benefit of the Property, and does hereby grant, give and convey to each and every individual or entity hereinafter owning any portion of the Property, the following non-exclusive easements, licenses, rights and privileges:

- (a) Right of way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the roadways, trails and paths, now or hereafter to be constructed or established on the Property, for all purposes for which roadways and paths are commonly used, including the transportation of construction materials for use by the Declarant and/or Ran-Mar, Inc.
- (b) Right to connect with, make use of and, if necessary, to maintain, repair and replace underground utility lines, pipes, conduits, sewer and drainage lines, which may from time to time be in or along the roads or in other areas of the Property; provided that all damage caused by the exercise of such right is promptly repaired, including, without limitation, the restoration of all surface areas to their condition immediately prior to such exercise.
- (c) The easements, licenses, rights and privileges, established and created by this section shall be for the benefit of and restricted solely to the Declarant, and/or Ran-Mar, Inc., its successors and assigns, and the Owners from time to time of dwelling units in the Partridge Farms Planned Residential Development, their tenants, families and guests, who are residents in occupancy of said dwelling units.

- (d) Each purchase of a lot, house, duplex, condominium or townhouse takes title subject to all utility easements of record, and/or lines, poles, wires, guys, pipes and valves already in place (underground or overhead), for water, sewer, electricity, telephone and cable TV.
- (e) Each purchaser of a lot, house, duplex, condominium or townhouse takes title subject to all drainage swales, culverts and lines running over, under or across the property.
- (f) The roads within the Property are to be eventually deeded to the Town of Berlin and accepted as public streets. The water lines (to each curb stop) and other equipment serving the Property are to be eventually deeded to Berlin Fire District #1. The sewer lines, pumping station and related equipment are to be eventually deeded to the Town of Berlin. Until such time as the roads, water lines and sewer system are taken over by the respective municipal entities, they shall be maintained, repaired and managed by the Association.
- (g) Owners will receive water bills from Berlin Fire District #1, sewer bills from the Town of Berlin, electric bills from Green Mountain Power Corporation and cable TV bills from Montpelier Cablevision.

Section 2.04. Protective Covenants and Architectural Controls For Single-Family House Lots. With the exception of dwelling houses and other improvements constructed and developed by Declarant and Ran-Mar, Inc., all single-family lots within the Property are purchased subject to the architectural controls, conditions and restrictions set forth by Declarant as follows:

- (1) No building, fence, wall, hedge or other structure shall be commenced, erected, or maintained upon lots, or any part thereof, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony and topography by the Architectural Control Committee. Plans shall be submitted to the Architectural Control Committee which has been formed by Declarant. Only

single family dwellings (as that term is customarily defined) are permitted on the individual lots.

- (2) In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications are submitted to it, approval will not be required, and this section will be deemed to have been fully complied with.
- (3) The Architectural Control Committee will consist of three (3) members, one member designated Chairman and one as Secretary. Names and addresses of members are as follows:

Randy J. Rouleau

Box 3640, RR #1
Windy Wood Road
Barre, VT 05641

Laurence A. Hebert

Williamstown, VT 05679

Brad P. Rouleau

29 Tamarack Lane
Barre, VT 05641

- (4) The Committee shall meet upon call by the Chairman, and in his absence, upon call by the Chairman Pro Tem, who shall be so designated by the Chairman. Committee meeting to be at time and place convenient to a majority of the members. A quorum shall consist of two (2) members, and a quorum shall be necessary to carry out functions of the Committee. In the event of resignation of a Committee member, or inability of a member to remain on the Committee, the Declarant, it's successors or assigns, shall decide upon a person to fill the vacancy. Telephone poll vote may be taken in lieu of calling a meeting for the purpose of filling vacancies. After the Declarant has sold the last dwelling unit or lot in the development, the Area Association shall designate three of its members to become the Architectural Control Committee.
- (5) Guidelines to be used by Architectural Control Committee in Evaluation of Applicants: It is intended that the structures and other improvements will become a part of the landscape and blend into their surroundings. Simple, well proportioned structures using native woods, stone or masonry are desirable.

- (6) The Architectural Control Committee shall not be unreasonable in approving building plans, providing that they meet minimum standards. However, for the protection of the other owners, unusual types of buildings may be prohibited. Plans are to be submitted to the Architectural Control Committee.

Section 2.04.1 Additional Protective Covenants for Land & Building Use.

- (a) No construction of buildings may be started on any lot without first obtaining a letter of permission from the Architectural Control Committee, except for dwelling units or improvements created or constructed by Declarant or Ran-Mar, Inc.
- (b) All buildings constructed hereunder shall conform to the specifications and requirements of the most recent revisions of the National Electrical Code and BOCCA Codes in force at the commencement of construction. Electrical service shall be underground from the nearest pole to the dwelling house.
- (c) All buildings shall be designed to consider energy conservation. Proper siting of buildings will enhance passive or active solar heating. The Vermont Department of Energy Standards will be utilized in the building design. All heated structures erected on lots and all condominiums approved herein shall be constructed with insulation with an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap and at least R-10 around the foundation or slab. The use of uncontrolled electric heating systems is prohibited in any structures on this project tract. Any use of domestic electric water heaters must be linked to the use of off-peak controls and/or rates as available from the utility.
- (d) All plumbing systems shall be designed to incorporate the use of water saving fixtures, with particular attention given to low flow toilets, faucets, and low flow showerheads. All unit owners shall properly maintain said fixtures.
- (e) Exteriors shall be furnished to blend into the surroundings and the landscaping concept. Subdued flat finishes with earthen tones are preferred to garish, bright colors or materials. All sides of the building will be required to present a finished pleasing appearance.

- (f) Landscaping shall be required and be in general conformance with the landscape plan for Partridge Farms Planned Residential Development. Tree species, size and placement will be reviewed by the Architectural Control Committee. Landscaping, other than seeding or sodding of lawns, shall be completed within twelve (12) months from completion date of improvements placed upon the lot by purchaser. The Purchaser shall continually maintain all landscaping on his lot, including replacement of dead or diseased plantings as soon as seasonally possible.
- (g) Each purchaser shall develop his lot in a manner so as to avoid any undue soil erosion and shall not alter the drainage plan for the lot.
- (h) All buildings and landscaped grounds on any lot shall be kept in a safe and reasonable state of repair, cleanliness, and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control.
- (i) No trash, garbage, rubbish, refuse, or other solid waste of any kind, including particularly inoperable automobiles, appliances, and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of the Property. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose, and the container will be screened from general view by landscaping or fencing. The owner or occupant of each lot shall be responsible for the disposal of solid waste at legally established solid waste disposal facilities outside the Property. The burning of any type of garbage or refuse within the development is prohibited. Wood piles shall be properly screened.
- (j) No fuel tanks shall be maintained above ground on any lot without written permission of the Architectural Control Committee, which may grant such permission subject to adequate screening and other appropriate requirements.
- (k) No lot shall be used in a fashion which unreasonably interferes with the lot owners' right to the use and enjoyment of their respective properties. The Architectural Control Committee shall determine whether any given use of a lot unreasonably interferes with

those rights, and such determination shall be conclusive.

- (l) Lighting will be of the non-glare variety. No lighting will be used that interferes with adjoining lot owners. All exterior lighting shall be low wattage type on individual homes. All outdoor lighting shall be installed or shielded in such a manner as to conceal light sources and reflector surfaces from view substantially beyond the perimeter of the area to be illuminated.
- (m) Each building will be equipped with a remote readout water meter.
- (n) The Owner will remove snow or other debris from around any fire hydrant located on or in front of his property.
- (o) Each purchaser shall develop his lot in such a manner as to control peak storm water runoff to predevelopment conditions by the use of retention basins and/or proper grading.

Section 2.04.2. Miscellaneous Provisions for Single-Family Lots.

- (a) The Architectural Control Committee will provide a lot owner with plans of the development typical standards and record drawings of the road and utilities.
- (b) The lot owner will provide the Architectural Control Committee with the following information:
 - (1) Site plan drawn at a minimum scale of 1" - 40' and contour interval of 2' that shows the location of the building, size and arrangement, drainage, roof projections, landscaping, trash storage, and other information that may reasonably be required by the Committee.
 - (2) Building elevations of all sides with exterior finish schedules.
- (c) The Architectural Control Committee, as herein provided, shall have primary jurisdiction to interpret, administer, and enforce these covenants and find all facts relative to any claimed or suspected violations. However, the Architectural Control Committee shall not be liable to any owner or other party for failure to enforce any of the covenants herein.

- (d) After the Declarant has sold the last lot in the Property, any of the covenants, restrictions and conditions contained herein may be enforced by the Area Association, or, if the Area Association takes no action, by one or more lot owners, by proceeding in law or in equity, against any person or persons violating or attempting to violate same, and the plaintiff may restrain violations of same or recover damages, or both; and the prevailing party shall be entitled to recover all costs of suit, including reasonable attorneys' fees.
- (e) All lot owners shall take title subject to all easements for electricity, sewer, water, storm water, and telephone, as recorded in the Berlin Land Records.

Section 2.05. Conveyance of Common Areas. Neither the Declarant nor the Area Association, its successors or assigns, shall convey any Common Area within the Property to any third party.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. The Association shall have a maximum of one hundred forty-one (141) memberships, one for each of the single family homesites, and one (1) for each duplex, condominium or townhouse unit, which Declarant, or its successors and assigns, has constructed or proposes to construct in the Partridge Farms Development on lands it owns in Berlin, Vermont. The Declarant shall initially hold all one hundred forty-one (141) memberships. As it conveys a single family dwelling unit, duplex or condominium or townhouse unit in the development, the purchaser of that Unit shall automatically acquire the corresponding membership of that Unit in the Area Association, and the number of

memberships in the Area Association held by Declarant shall be reduced accordingly. If, when development of the Partridge Farms Planned Residential Development has been completed, less than one hundred forty-one (141) Units shall have been constructed thereon, the number of permanent memberships shall be reduced accordingly, so there shall be one (1) membership for each Unit so constructed. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 3.02. Voting Rights. The Area Association shall have three (3) classes of voting membership:

Class A. Class A members shall be Owners of duplexes, condominium or townhouse units, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. Class B members shall be all owners of the single family homes on individual lots, with the exception of the Declarant, and shall be entitled to one (1) vote for each single family dwelling house owned. When more than one person holds an interest in any house, all such persons shall be members. The vote for such dwelling house shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any single family dwelling.

Class C. The Class C member shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each Unit owned (whether or not completed). For the purposes of Article III, the Declarant shall be deemed to initially own one hundred forty-one (141) Units. The Class C membership, and its voting rights, shall terminate upon the happening of either of the following events, whichever occurs earlier:

- (A) Receipt by the Area Association of a notice of release from the Declarant, or

- (B) When the Declarant has sold or otherwise conveyed the last remaining single family dwelling house, townhouse or condominium unit which it intends to construct on the Property.

ARTICLE IV

AREA ASSOCIATION PURPOSE

Section 4.01. The purpose of the Area Association is to construct, improve, maintain, supervise and otherwise care for and manage the Common Areas and Facilities to be developed by Declarant and to be eventually owned by the Area Association for the benefit of it's Members. Except for easements and rights of way reserved by Declarant and Ran-Mar, Inc. under Article II, said Common Areas and Facilities shall be used exclusively by the Owners of the single family homes, condominium or townhouse units in the Partridge Farms Planned Residential Development, and by their families, tenants and social guests.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Area Association: (a) Annual assessments or charges, and (b) Special or supplemental assessments for operating expenses and capital improvements, such assessments to be established and

collected as hereinafter provided. The annual and special or supplemental assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 5.02. Purpose of Assessments. The assessments levied by the Area Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Area.

Section 5.03. Annual and Supplemental Assessment. The Board of Directors may fix the annual assessment at an amount determined by it necessary to defray the cost and expenses of the Area Association. If during any fiscal year the Board of Directors determine that the annual assessments for that year are less than operating expenses actually incurred or likely to be incurred, the Board may recommend a supplemental assessment and convene a special Members meeting for the purpose of acting upon such recommendations. Such supplemental assessment shall be payable in accordance with the resolution authorizing same.

Section 5.04. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Area Association may levy a capital assessment covering a period either longer or shorter than the year in which it is voted for the purpose of defraying the costs of construction, reconstruction, adding to, replacing, or otherwise improving a capital improvement upon the Area Association property (including fixtures and personal property) provided that same is duly adopted by the Members at any annual or special meeting called for the purpose and that at least two-thirds (2/3) of both Class A and Class B Members of the Area Association, exclusive of Declarant or its successor as Developer, approve such capital assessment. Such a capital assessment shall be payable in accordance with the resolution authorizing the same, provided, however, that Declarant or its successor as Developer, shall not be responsible for the payment of any such capital improvement assessment, unless it votes in favor thereof and agrees in writing to make such payments.

Section 5.05. Notice and Quorum for any Action Authorized Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.03 and 5.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast Fifty Percent (50%) of all the votes of each class of membership shall constitute a quorum.

Section 5.06. Uniform Rates of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section 5.07. Date of Commencement of Annual Assessments;
Due Dates. The annual assessment provided for herein shall commence as to all Units which are completed and ready for occupancy on the first day of January in each year. For the purposes of this instrument, a Unit shall be completed and ready for occupancy upon its sale by the Declarant or upon notice by the Declarant to the Area Association, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Area Association shall, upon demand, and for a reasonable charge, furnish a Certificate, signed by an officer of the Area Association, setting forth whether the assessments of a specified Unit have been paid; notwithstanding the foregoing, the Area Association shall furnish such a certificate upon written request of any mortgagee and shall not charge a fee or premium to any mortgagee for the furnishings of such certificate. A properly executed Certificate of the Area Association as to the status of assessments on a Unit is binding upon the Area Association as of the date of its issuance.

Section 5.08. Effect of Nonpayment of Assessments; Remedies of the Association. If a Member fails to pay when any assessment is due, he shall be liable for a penalty charge of Five Percent (5%) of the delinquent amount, or One Dollar (\$1.00), whichever amount is greater, plus interest on the delinquent amount from the due date at the legal rate of interest then prevailing at local lending institutions for home mortgages, and further, in the event collection is required, the Member shall be responsible for any attorneys' fees or costs in connection with the collection of same, including the cost of foreclosure, if necessary. The Area Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Unit.

Section 5.09. Subordination of the Lien to Mortgages and Condominium. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage and to the lien of any condominium or townhouse Cluster on the property. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Land Use Permits. The Area Association, and all Unit Owners therein, have the benefit of and are subject to, the conditions of subdivision approval from the Town of Berlin, and Land Use Permit No. 5W0933 issued by District Commission #5, dated the 1st day of September, 1987, and recorded in Volume 55 at Page 214, of the Town of Berlin Land Records, and any amendments thereto.

The Area Association is further subject to and has the benefit of a "Crossing Agreement", dated December 2, 1987 between the Vermont Agency of Transportation, Washington County Railroad Corporation, Ran-Mar, Inc. and the Town of Berlin, recorded in Volume 56 at Page 523 of the Berlin Land Records, and a "Temporary License", dated November 12, 1987, between the State of Vermont, Washington County Railroad Corporation and Ran-Mar, Inc., recorded in Volume 56 at Page 516 of the Berlin Land Records.

Section 6.02. Enforcement. The Area Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Area Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.03. Invalidity. If any provision of this Declaration is held invalid, the invalidity thereof shall not affect any provisions of this Declaration which can be given effect without the invalid provisions, and to this end the provisions of this Declaration are severable.

Section 6.04. Waiver. No provision of this Declaration shall be deemed to have been waived by reason of any failure to enforce, regardless of the occurrence of violations or breaches from time to time.

Section 6.05. Acceptance of Title. The Area Association shall accept the legal title by deed from Declarant or Ran-Mar, Inc. when it conveys the same to the Area Association on or before the completion of the Project by Declarant or Ran-Mar, Inc., its successors or assigns. This conveyance by Declarant, its successors or assigns, shall be subject to all liens, rights of way, easements, restrictions, covenants and encumbrances of record; and the Association shall indemnify and hold the Declarant harmless therefrom.

Section 6.06. Headings. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 6.07. Amendments. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than Eighty Percent (80%) of each Class of members (Class A, B & C), and thereafter by an instrument signed by not less than Seventy-Five Percent (75%) of each Class of members (Class A & B). Any amendment shall become effective only when recorded.

Ran-Mar, Inc., as fee title owner of the land and premises, executes this Declaration for the sole purpose of consenting to the terms and conditions of this Declaration, subject to rights reserved by it in Article III herein.

IN WITNESS WHEREOF, The Declarant has caused this Declaration to be executed on the 29th day of June, 1988.

IN PRESENCE OF:

DECLARANT -

Beverly A. Dugan
Witness
Ed M. Collins
Witness
Beverly A. Dugan
Witness
Ed M. Collins
Witness

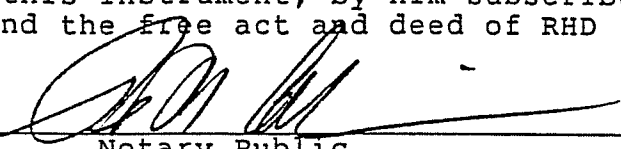
RHD DEVELOPMENT CO., INC.

By: [Signature] PRESIDENT
Duly Authorized Agent
RAN-MAR, INC.

By: [Signature] PRESIDENT
Duly Authorized Agent

STATE OF VERMONT
~~CHITTENDEN~~ COUNTY, SS.
~~WASHINGTON~~

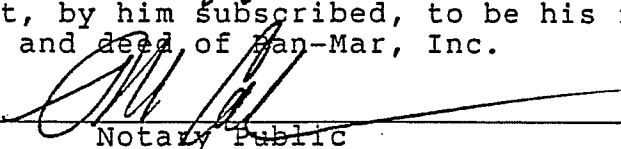
At Berlin, in said County, on this 29th day
of JUNE, 1988, Randy J. Rouleau,
Duly Authorized Agent of RHD Development Co., Inc. personally
appeared, and he acknowledged this instrument, by him subscribed,
to be his free act and deed, and the free act and deed of RHD
Development Co., Inc.

Before me, 

Notary Public

STATE OF VERMONT
~~CHITTENDEN~~ COUNTY, SS.
~~WASHINGTON~~

At Berlin, in said County, on this 29th day
of JUNE, 1988, Randy J. Rouleau,
Duly Authorized Agent of Ran-Mar, Inc., personally appeared, and
he acknowledged this instrument, by him subscribed, to be his free
act and deed, and the free act and deed of Ran-Mar, Inc.

Before me, 

Notary Public

6:Partridge Farms

Partridge Farms Area Association, Inc

Bylaws

BYLAWS

**ACTION WITHOUT MEETING BY UNANIMOUS CONSENT OF
THE MEMBERS OF
PARTRIDGE FARMS AREA ASSOCIATION, INC.
IN LIEU OF 2002 ANNUAL MEETING OF THE MEMBERS
OF PARTRIDGE FARMS AREA ASSOCIATION, INC.**

We, the undersigned, being all of the Class A, Class B and Class C Members of Partridge Farms Area Association, Inc. (the "Association"), as of September 16, 2002, and pursuant to i) Title 11B of Vermont Statutes Annotated, Section 7.04, and ii) Section 2.02 of the Bylaws of the Partridge Farms Area Association, Inc., do hereby unanimously consent in writing to the adoption of the following resolutions and to the actions which they authorize and ratify, and waive all notice requirements relating to these resolutions and the meetings which they replace, all in lieu of actions taken at a duly called and held annual meeting of the Members of the Association for the year 2002, and we do hereby direct that a copy of this written consent be inserted in the Association's corporate record book. It is duly noted that with respect to the election of directors, class members may only provide written consent and/or vote for the directors in their designated membership class.

RESOLVED, that all actions of the Association subsequent to the last annual meeting of the Members of the Corporation, held March 8, 1994, are hereby approved and ratified.

RESOLVED, that the Class A Members (the owners of duplexes, condominium or townhouse units) hereby elect Marlynn Rouleau as the Class A Director, to serve until her successor is elected and qualified.

RESOLVED, that the Class B Members (the owners of single family homes on individual lots) hereby elect Robert Plante as the Class B Director, to serve until his successor is elected and qualified.

RESOLVED, that the Class C Members (the Declarant) hereby elects Randy J. Rouleau, Greg A. Rouleau, and Marlynn Rouleau as the Class C Directors, to serve until their successors are elected and qualified.

RESOLVED, that the Treasurers Report for the Calendar Year 2001 which is attached hereto, is approved. The proposed budget for the Association is also attached hereto for review. Any questions concerning the Treasurers Report or the proposed budget may be directed to the Treasurer, Douglas Little.

RESOLVED, that pursuant to Article II, Section 2.04(4) of the *Area Association and Declaration of Covenants, Conditions and Restrictions* dated June 29, 1988 (the "Declaration"), recorded in Volume 56 at Page 529 et seq. of the Berlin Land Records, the Class C Members (the Declarant) hereby designates the following persons to serve on the Architectural Committee, in the identified capacities, to serve until resignation, inability to further serve on the Committee, redesignation by Declarant, or as otherwise provided in the Declaration: 1) Randy Rouleau (Chairman); 2) Greg Rouleau (Secretary); 3) Robert Plante.

RESOLVED, that the following amendment to the Articles of Incorporation as authorized by Title 11B of Vermont Statutes Annotated, Section 7.04(b) is hereby approved, and Randy Rouleau is hereby appointed the duly authorized agent of the corporation for the purpose of executing Articles of Amendment effectuating the amendment and to be filed with the Secretary of State:

“Action required or permitted to be taken by Title 11B of Vermont Statutes Annotated (“Vermont Nonprofit Corporation Act”) at a members meeting may be taken without a meeting if the action is taken by the holders of at least a majority of all members entitled to vote on the action, and if each member is given prior notice of the action proposed to be taken. Each action must be evidenced by one or more written consents describing the action taken, signed by at least a majority of all the members entitled to vote and delivered to the corporation for inclusion in the minutes or filed with the corporate records. Prompt notice of any action taken by less than unanimous written consent in lieu of a meeting shall be given to all shareholders (members) entitled to vote on such action under the Vermont Nonprofit Corporation Act.”

RESOLVED, that for the purpose of addressing problems that the Association has had in obtaining quorums at the annual meetings of the members, the following identified Sections of the Bylaws are amended and replaced as follows:

“Section 2.02. **Annual Meetings.** The annual meeting of the Association shall be held by circulated minutes without a formal meeting before the end of March in each year in accordance procedures authorized in the Articles of Incorporation, the Bylaws, or pursuant to the Vermont Nonprofit Corporation Act. The Secretary of the Association shall circulate (via First Class U.S. Mail or otherwise) notice of the action to all members of the Association in advance of obtaining any written consents. The Secretary may circulate together with the notice of the action written consent forms for signature(s) by the members. Thereafter, before the end of April in each year, the members granting consent shall deliver to the Secretary, or the Secretary shall retrieve from the members, the signed written consent forms from each member consenting to the action. If at least a majority of members of each Class entitled to vote sign the consent forms, the proposed action for the annual meeting shall approved. If the action is approved by unanimous consent, such written consent shall constitute a waiver of the notice requirements set forth in this Section 2.02. If the action is approved by less than unanimous written consent, notice of the approved action shall be given to all members who were entitled to vote. In the event that a majority of members of each Class entitled to vote do not consent in writing to the action by the end of April each year, the annual meeting shall be scheduled to occur before the end of May during such year.”

“Section 2.04. **Special Meetings.** The President shall call a special meeting of the Association: (1) on call of the Board of Directors of the Association; or (2) if the holders of at least five percent of the voting power of the Association sign, date and deliver to any officer of the Association one or more written demands for the meeting describing the purpose or purposes for which it is to be held. The notice of any special meeting

shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.”

“Section 2.08. **Quorum.** Except as otherwise provided in the Bylaws, ten percent of the votes entitled to be cast by Class A and Class B members, and fifty percent of the votes entitled to be cast by Class C members, must be present at any meeting of members to constitute a quorum on that matter. With respect to the Class A and Class B members, unless one-third or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual meeting of members are those matters that are described in the meeting notice.”

The Following signatures are those of all members of each Class of the Partridge Farms Area Association, Inc. and constitute written consent to the above resolutions:

Bylaws

MINUTES OF ANNUAL MEETING OF
MEMBERS OF
PARTRIDGE FARMS AREA ASSOCIATION, INC.

The annual meeting of the Members of Partridge Farms Area Association, Inc. was held at the offices of Paul, Frank & Collins, Inc. at 94 Main Street, City of Montpelier, State of Vermont, on Wednesday, December 19, 1990.

The following Members were present, constituting a quorum of each Class of membership:

Randy J. Rouleau was present on behalf of the Declarant, RHD Development Corp., the sole Member of Class C.

Marcel Rouleau and Enid MacAulay were present, constituting all of the Members of Class A membership.

The following homeowners were present constituting a quorum of Class B membership:

J. Howard
J. Poeton
D. Kerin
D. Little
R. Plante
J. Bartlett
P. Arno
N. Bitterman
M. Roy
G. Rouleau
T. Wadkins (on behalf of Allen Lumber Company and affiliates).

Alan D. Port, Esquire of Paul, Frank & Collins, Inc. and Richard L. Brock, Esquire of Cheney, Brock & Saudek, P. C. were present by invitation.

Mr. Randy J. Rouleau called the meeting to order and appointed Doug Little as Secretary of the meeting. It was then agreed that Mr. Alan D. Port would act as Moderator of the meeting.

Having established the presence of a quorum, the Members discussed the issue of which Members are entitled to vote according to the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the corporation. After discussion, it was agreed that for Class A and Class B voting, owners of lots with completed condominium or housing units are entitled to one vote per unit, while mere lot owners are not entitled to vote. Accordingly, it was determined as follows:

In Class A, Enid MacAulay, owner of one condominium unit, was entitled to one vote and Marcel Rouleau, owner of five condominium units, was entitled to five votes.

In Class B, all Members present owning one unit were entitled to one vote. M. Roy, owner of two undeveloped lots, was not entitled to vote, and T. Wadkins was entitled to one vote on behalf of Allen Lumber Company, owner of 17 undeveloped housing lots and one developed housing lot.

It was determined that the Declarant, on the other hand, may cast Class C votes for all lots owned, whether or not the lots contained completed units.

Having established the voting rights of the Members in attendance, the Members proceeded to the first order of business to come before the meeting which concerned the

October 1, 1990 resignation of Lawrence A. Hebert from the Architectural Control Committee. The Members determined that pursuant to Article II, Section 2.04(4) of the Declaration of Covenants, Conditions and Restrictions, the Declarant is entitled to fill the vacancy on the committee. A discussion ensued and upon the advice of the homeowners, Mr. Randy Rouleau acting on behalf of the Declarant appointed homeowner Mr. Robert Plante to fill the vacancy on the committee.

The unit owners next inquired of the Declarant as to its plans for the future development of the Area. A discussion ensued and the Members were made aware that the nature of the current economic climate had made it difficult to predict any future plans for development.

The unit owners next expressed certain concerns regarding the expense to the Association of insuring the common areas of the Association and maintaining the upkeep of the Area's water and sewer utilities. A discussion ensued wherein Mr. Randy Rouleau solicited from the unit owners several suggestions that would help ameliorate their concerns.

It was next proposed that certain special provisions be added to the Bylaws of the Association to govern the election and other matters of the Board of Directors during such time as the Class C membership shall remain in existence. After discussion, and upon motion duly made and seconded, it was, by all classes, unanimously

VOTED: That Article III, Section 3.00 be added to the Bylaws to read as follows:

Section 3.00. Special Provisions for Board of Directors. Until such time as the Class C membership of the Association shall terminate (as defined in Article III, Section 3.02 of the Declaration of Covenants, Conditions and Restrictions) the following provisions shall govern the election and other matters of the Board of Directors and shall supercede any conflicting or inconsistent provisions in the Bylaws:

- (a) Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons.
- (b) Manner of Election. The Directors shall be elected at the annual meeting of the Members of the Association in the following manner:
 - (i) Class A shall elect one Director by a plurality vote of the Class A Members (hereinafter referred to as the "Class A Director").
 - (ii) Class B shall elect one Director by a plurality vote of the Class B Members (hereinafter referred to as the "Class B Director").
 - (iii) The Class C Member shall elect three Directors (hereinafter referred to as the "Class C Directors").
- (c) Term of Office. The term of office of each Director shall be until the next annual meeting of the Members and until each Director's successor has been duly elected and has qualified.
- (d) Removal of Members of the Board of Directors. At any regular or special meeting duly called, one or more of the members of the Board of Directors may be removed, with or without cause, in the following manner:
 - (i) The Class A Director may be removed by a majority vote of the Class A Members, who may then elect a successor to fill the vacancy thus created.

- (ii) The Class B Director may be removed by a majority vote of the Class B Members, who may then elect a successor to fill the vacancy thus created.
- (iii) Any or all of the Class C Directors may be removed by the Class C Member who may then elect the successor(s) to fill the vacancy(ies) thus created.
- (e) Resignation of Directors; Vacancies. A member of the Board of Directors may resign at any time. Vacancies in the Board of Directors caused by any reason other than the removal of the Director as set forth above shall be filled by a majority vote of the Members of the Class corresponding to the Class of the vacating Director. For example, a vacancy created by the death or resignation of a Class A Director shall be filled by a majority vote of the Class A Members. Each person so elected shall serve for the remainder of the term of his or her predecessor and until a successor shall be elected and qualified.
- (f) Open Meetings. All meetings of the Board of Directors shall be open to all owners, and to all owners of lots on the property.

Following the above discussion, it was proposed that certain other provisions of the Bylaws be added or amended. Upon motion duly made and seconded, it was, by all classes, unanimously

VOTED: That Section 3.15, entitled Telephone Meetings, be added to Article III of the Bylaws to read as follows:

Section 3.15. Telephone Meetings. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Upon motion duly made and seconded, it was, by all classes, unanimously

VOTED: That Article III, Section 3.08, entitled Regular Meetings, be amended to read as follows:

Section 3.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least ten business days prior to the day named for such meeting.

Upon motion duly made and seconded, it was, by all classes, unanimously

VOTED: That Article III, Section 3.04 be amended to read as follows:

Section 3.04. Election and Term of Office. Immediately upon the termination of the Class C membership of the Association, a special meeting of the Members shall be called and held for the purpose of removing the remaining Class A and Class B Directors, and electing a new, six person Board. At this meeting, two Directors shall be elected to serve for a term of three years, two Directors shall be elected to serve for a term of two years, and two Directors shall be elected to serve for a term of one year. At the expiration of the initial term of each Director so elected, a successor shall be elected to serve for the term of three years. The Members of the Board of Directors shall hold office until their respective successors shall have been elected and qualified.

The Members next discussed that provision of Article II, Section 2.02 of the Bylaws of the Association establishing the annual meeting date of the corporation at the second Tuesday in March of each year. Upon motion duly made and seconded, it was, by all classes, unanimously

VOTED: That this meeting shall serve in lieu of the annual meeting of the Members, scheduled to occur on Tuesday, March 13, 1990.

The Members next proceeded to the election of Directors for the ensuing year. Pursuant to Article III, Section 3.00 of the Bylaws of the corporation, the following persons were unanimously elected, by their respective classes, to serve until the next annual meeting of the Members and until their successors are elected and qualified:

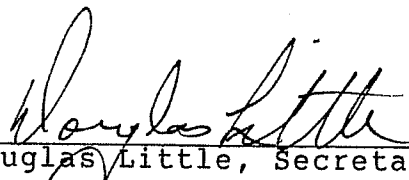
Marcel Rouleau, Class A Director;

John Bartlett, Class B Director;

Randy J. Rouleau, Brad P. Rouleau and Greg A. Rouleau, Class C Directors.

There being no further business presented, upon motion duly made and seconded, the meeting adjourned.

Dated as of the 19th day of December, 1990.



Douglas Little, Secretary

5:Partridge Farms

PARTRIDGE FARMS AREA ASSOCIATION, INC.

BYLAWS

ARTICLE I
PLAN OF OWNERSHIP

Section 1.01. Applicability. These Bylaws provide for the governance of the Common Area of Partridge Farms Planned Residential Development, as defined in Section 1.04 of the Declaration of Covenants, Conditions and Restrictions. The property, located in Berlin, Vermont, and more particularly described in the Declaration, has been submitted to the provisions of said Declaration.

Section 1.02. Compliance. Every Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

Section 1.03. Office. The office of the Association and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.04. Definitions. Each capitalized term used herein without definition shall have the meanings specified in the Declaration to which the Bylaws are attached, as it may be amended from time to time (the "Declaration").

ARTICLE II
THE PARTRIDGE FARMS AREA ASSOCIATION

Section 2.01. Composition. The Association shall consist of all of the Owners acting as a group.

For all purposes the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility for administering the Common Area, establishing the means and methods of collecting assessments and charges, arranging for the management of the Common Area and performing all of the other acts that may be required or permitted to be performed by the Association, and the Declaration. The foregoing responsibilities shall be performed by the Board of Directors or their designee.

Section 2.02. Annual Meetings. The annual meetings of the Association shall be held on the 2nd Tuesday in March, of each year, unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding day. At such annual meetings the Board of Directors shall be elected by ballot of the Owners.

Section 2.03. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 2.04. Special Meetings. The President shall call a special meeting of the Association upon a petition signed and presented to the Secretary by Owners with not less than twenty-five percent of the aggregate votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.05. Notice of Meetings. The Secretary shall mail to each Owner a notice of the place, date, hour and purpose or purposes of each annual or special meeting of the Owners. The notice shall be mailed not less than seven (7) days nor more than fourteen (14) days before the date of such meeting.

Section 2.06. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Owners having a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 2.07. Voting. Each Owner is entitled to one (1) vote. Except where a greater number is required by the Declaration or ByLaws, the Owners with more than fifty percent of the votes of each class of membership (Class A, Class B, and Class C) in the Association voting in person or proxy at one time at a duly convened meeting at which a quorum is present ("Majority of each Class of Membership") is required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners with such votes in the aggregate.

Section 2.08. Quorum. Except as otherwise provided in the Bylaws, the presence in person or by proxy of Owners of fifty percent or more of each class of membership shall constitute a quorum at all meetings of the Association.

Section 2.09. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Board of Directors when not in conflict with the Bylaws, the Declaration or the Act.

ARTICLE III
BOARD OF DIRECTORS

Section 3.01. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of six (6) persons, all of whom shall be Owners or spouses of Owners.

Section 3.02. Powers and Duties. The Board of Directors, or its designated managing agent shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by the Act, including the following:

- (a) Prepare an annual budget, in which there shall be established the assessments of each Owner for the Common Expenses of the Common Area (the "Common Expenses").
- (b) Make assessments against Owners to defray the costs and expenses of the Common Area, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.
- (c) Provide for the operation, care, upkeep and maintenance of all of the Common Area.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- (e) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Association.

- (f) Make and amend the Rules and Regulations.
- (g) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (h) Make, or contract for the making of, repairs, additions and improvement to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of an eminent domain proceeding.
- (j) Obtain and carry insurance against casualties and liabilities, as provided in these Bylaws, pay the premiums therefore and adjust and settle any claim thereunder.
- (k) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for in Article V of these Bylaws.
- (l) Keep books with detailed accounts in order of the receipts and expenditures affecting the Property and the administration of the Association specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good accounting practices.
- (m) Notify a mortgagee, if requested, of any default hereunder by the Owner of the Unit subject to such mortgage, in the event such default continues for a period exceeding sixty days.

- (n) Borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Area, provided, however, that the consent of at least two-thirds in number of each Class of members obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Two Thousand Five Hundred Dollars.
- (o) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.
- (p) Do such other things and acts not inconsistent with the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

Section 3.03. Managing Agent. The Board of Directors may employ for the Association a "Managing Agent" or other personnel at a compensation to be established by the Board of Directors.

Section 3.04. Election and Term of Office. At the first annual meeting of the Association, the term of office of two (2) members of the Board of Directors shall be fixed at three years, the term of office of two (2) members of the Board of Directors shall be fixed at two years and the term of office of two (2) members of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3.04.1 Board to Contain Equal Representation by Class A and Class B Members. The Board of Directors shall at all times contain an equal number of Class A and Class B members, after the Class C membership has been terminated.

Section 3.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting duly called, one or more of the members of the Board of Directors may be removed with or without cause by a Majority of each Class of members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners shall be given at least seven days notice of the time,

place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon disposition of his Unit.

Section 3.06. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association.

Section 3.07. Organization Meeting. The first meeting of the Board of Directors following the recording in the Berlin Land Records of the Declaration shall be held within sixty (60) days thereafter at such time and place as shall be fixed by the Declarant, who shall appoint the initial members of the Board of Directors, and no notice shall be necessary to such members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 3.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least once every six (6) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least ten business days prior to the day named for such meeting.

Section 3.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one director.

Section 3.10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors

are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. Quorum. At all meetings of the Board of Directors, four (4) directors (2 from each Class of Members) shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present, shall constitute the decision of the Board of Directors.

Section 3.12. Compensation. No director shall receive any compensation from the Condominium for acting as such.

Section 3.13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.14. Liability of the Board of Directors, Officers, Unit Owners and Association. (a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Officers and members of the Board of Directors shall have no personal liability to any Owner with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to the total liability thereunder divided by the total number of votes of Class A and Class B members.

(b) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or

equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Area. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IV OFFICERS

Section 4.01. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. All other officers shall be Owners or spouses of Owners.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.03. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.04. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president generally including, without limitation, the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.05. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners and others shall be delivered; and, in general, perform all the duties incident to the office of secretary.

Section 4.06. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and shall report annually to the Owners; make disbursements on behalf of the Association upon consent of the Board of Directors except as provided in Section 4.07; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer.

Section 4.07. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Five Hundred Dollars or less, except from reserve accounts, may be executed by the Treasurer or any one person designated by the Board of Directors.

Section 4.08. Compensation of Officers. No officer who is also a director shall receive any compensation from the Association for acting as such officer.

ARTICLE V OPERATION OF THE ASSOCIATION

Section 5.01. Determination of Common Expenses and Assessments Against Unit Owners.

- (a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.
- (b) Preparation and Approval of Budget.
 - (i) On or before the fifteenth day of November of each year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, and other expenses that may be declared to be Common Expenses by this Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. On or before the next succeeding first day of December the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Association.

- (c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Association set forth in the budget adopted by the Board of Directors shall be assessed against each Owner equally. However, no assessment shall be made against the Declarant as to any Unit completion of which has not been certified by the Declarant in an instrument filed with the Board of Directors. Sale of any such Unit by the Declarant shall be deemed to be completion of the Unit and the Unit Owner shall thereupon be assessed as provided herein.
- (d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements.
- (e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 5.02. Payment of Common Expenses. Each Owner shall pay the Common Expenses assessed by the Board of Directors. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit. Prior to or at the time of any conveyance of a Unit by a Owner, all liens, unpaid charges and assessments shall be paid in full and discharged. The

purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the Unit for his proportionate share of the Common Expenses up to the time of recording of the conveyance, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefore to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each mortgagee who comes into possession of a Unit by virtue of foreclosure (or by virtue of a deed or assignment in lieu of foreclosure) or any purchaser at a foreclosure sale, shall take the Unit free from any claims for unpaid assessments or charges against such Unit which become due or accrued prior to the acquisition of title to such Unit by the mortgagee.

Section 5.03. Collection of Assessments. The Board of Directors or the Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment, or installment thereof, not paid within five days after due shall accrue a late charge at the legal rate of interest on the overdue assessment or installment. The Owner shall also be liable for and pay to the Association all costs of collection, including reasonable attorney's fees.

Section 5.04. (a) Statement of Common Expenses. The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

(b) Statement of Default. The Board of Directors shall promptly notify any mortgagee of any Unit, upon request, of any default in the performance of the Owner of any obligation pursuant to the Declaration, the Bylaws and the rules and regulations which is not cured within sixty days.

Section 5.05. Insurance. The Board of Directors shall obtain and maintain comprehensive general liability and property damage insurance in such limits as the Board of Directors may from time to time determine.

Section 5.06. Lien for Assessments. The total annual assessment of each Owner for Common Expenses or any special assessment of any other sum duly levied and any late charges and costs of collection, made pursuant to the Declaration, is hereby declared to be a lien levied against the Unit of such Owner.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Amendment. These Bylaws may be amended by an affirmative vote of two-thirds (2/3) of each Class of members in the Association.

Section 6.02. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered personally or if sent postage prepaid (i) if to a Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner, or (ii) if to the Association or the Board of Directors at the principal office of the Association or at such other address as shall be designated in writing to the Owners pursuant to this Section.

Section 6.03. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 6.04. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be adopted this 29th day of JUNE, 1988.

IN PRESENCE OF:

PARTRIDGE FARMS AREA
ASSOCIATION, INC.

Beverly Hill
Witness
Ed M. Bell
Witness

By: [Signature] PRESIDENT
Duly Authorized Agent

STATE OF VERMONT
~~CHITTENDEN~~ COUNTY, SS.
~~WASHINGTON~~

At Berlin, in said County, on this 29th day
of JUNE, 1988, personally appeared
Randy L. Poulsen, duly authorized agent of PARTRIDGE
FARMS AREA ASSOCIATION, INC., and he acknowledged the foregoing
instrument, by him signed and sealed, to be his free act and deed,
and the free act and deed of PARTRIDGE FARMS AREA ASSOCIATION,
INC.

Before me,

[Signature]
Notary Public

TOWN CLERK'S OFFICE - BERLIN, VT

Received for Record

June 29 A D. 1988

at 3 o'clock 05 Minutes P. M.

Recorded in Book 56 Page 529 -

of Land Records.

Attest Dorothy B. Hartman
Town Clerk

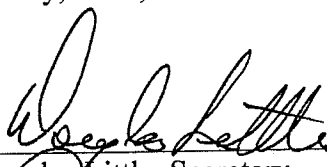
NOTICE OF COVENANTS FOR MAINTENANCE ASSESSMENTS

PARTRIDGE FARMS AREA ASSOCIATION, INC.

The undersigned, being the Secretary of the Partridge Farms Area Association, Inc., a Vermont nonprofit corporation with offices in Berlin, Vermont, hereby provides notice of the following to all persons and entities, and their successors, heirs and assigns, who own or intend to purchase, convey, assign or otherwise encumber real property or Units in the Partridge Farms Planned Residential Development in Berlin, Vermont:

1. The real property and/or Units are subject to all federal, state and local permits of record and other instruments of record including, but not limited to, the *Area Association and Declaration of Covenants, Conditions and Restrictions* dated June 29, 1988 (the "*Declaration*"), and the *Partridge Farms Area Association, Inc. Bylaws*, as such instruments are or have been amended from time to time;
2. Article V of *Declaration* entitled "Covenant for Maintenance Assessments" provides, *inter alia*, that each Owner of any Unit in the Partridge Farms Planned Residential Development covenants and agrees to pay the Partridge Farms Area Association, Inc. (a) Annual assessments or charges, and (b) Special or supplemental assessments for operating expenses and capital improvements, such assessments to be established, collected and enforced as provided in the *Declaration*.

Dated at Montpelier, Vermont, this 29 day of May, 2002,


Douglas Little, Secretary

TOWN CLERK'S OFFICE - BERLIN, VT
Received for Record

June 3 A. D. 2002
at 1 o'clock 15 Minutes P M
Recorded in Book 90 Page 249
of Land Records.
Attest Rosemary Mose
Town Clerk