

**PARTRIDGE FARMS
A PLANNED RESIDENTIAL DEVELOPMENT**

**AMENDED
AREA ASSOCIATION AND DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION, effective upon recording of this instrument in the Town of Berlin, Vermont land records, is made and entered into by and between RHD DEVELOPMENT CO., INC., a Vermont corporation with principal place of business in Berlin, Vermont, (the "Declarant"), RG Development Corporation ("RG") the fee owner of the land upon which the Declarant has its development rights and the Common Area on the Property, defined below, and by at least seventy five percent (75%) of the Class A members, Class B members and Class C member of the Area Association (the "Members"), also as defined below, as of the date of this instrument. The Declarant, RG and the Members shall collectively be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Declarant originally made the Declaration on June 29, 1988 by instrument entitled "Partridge Farms A Planned Residential Development Area Association and Declaration of Covenants, Conditions and Restrictions" (the "Declaration") recorded in Book 56 at Pages 529-553 of the Town of Berlin land records.

WHEREAS, the Declaration was amended on August 9, 1988 by instrument entitled "First Amendment to Partridge Farms, A Planned Residential Development, Area Association and Declaration of Covenants, Conditions and Restrictions" (the "First Amendment") recorded in Book 57 at Pages 167-169 of the Town of Berlin land records.

TOWN CLERK'S OFFICE - BERLIN, VT
Received for Record
April 12 A.D. 20 *17*
at *1* o'clock *30* Minutes *12* M
Recorded in Book *136* Page *127-169*
of *Mase Pond* Records.
Attest *Barbara M. M.* Town Clerk.

WHEREAS, this instrument is intended to incorporate additional amendments (“this Amendment”) to the Declaration, including those contemplated in the Transition Agreement by and between the Declarant and RG (the “Transition Agreement”), which, excluding its Exhibits A and B, is attached hereto as Exhibit 1, and which like this instrument becomes effective upon the recording of this instrument signed by at least seventy five percent (75%) of each Class of the Members in the Town of Berlin, Vermont land records (the “Land Records”), and furthermore, this instrument is intended to restate those provisions of the Declaration and First Amendment not amended by this instrument, so there is a single comprehensive instrument stating the terms and conditions of the Declaration as amended through the date of this instrument.

WHEREAS, the Transition Agreement also contemplates amendments to the Bylaws of the Association, which amendments are included in the Amended Bylaws of the Association (the “Amended Bylaws”) which are attached hereto as Exhibit 2, and which like this instrument and the Transition Agreement shall become effective upon the recording of this instrument signed by at least seventy five percent (75%) of each Class of the Members in the Land Records.

WHEREAS, pursuant to the Articles of Incorporation of the Association filed with the Vermont Secretary of State on July 7, 1988, and the Articles of Amendment filed with the Vermont Secretary of State on September 26, 2002 (collectively the “Articles”), any action required or permitted to be taken at a meeting of the Members may be taken without meeting if the action is taken by written consent of at least a majority of the Members entitled to vote on the action, and if each Member is given prior notice of the proposed action to be taken, and provided that prompt notice is given to all of the Members of any action taken in this manner by less than unanimous written consent.

WHEREAS, by written notice sent to the Members by the Secretary of the Association by First Class U.S. Mail on _____, 2017, the Members were duly noticed that approval of the Transition Agreement and the Amended Bylaws would be sought from the Members without meeting and instead by written consent pursuant to the Articles, and furthermore such notice provided and it is intended that the execution this instrument by the Members shall also constitute the written approval of and consent of the Members to the Transition Agreement and the Amended Bylaws pursuant to the Articles.

WHEREAS, the Declaration provided that "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 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 Declaration also provided that “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")”;

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

WHEREAS, RG, a wholly owned subsidiary of Ran-Mar Corporation, f/k/a Ran-Mar, Inc., is the current fee owner and successor in title to Ran-Mar Corporation of the Common Area and of all of the remaining lots (which total eleven (11)) and associated roadways to be developed by Declarant as of the date of this Amendment pursuant to a Quitclaim Deed dated April 1, 2009 and recorded in Book 115 at Pages 424-425 of the Town of Berlin land records.

NOW, THEREFORE, the Parties hereby amend the Declaration which declared that all of the Property described above, and those portions of the Property sold prior to the date of this instrument, 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. Furthermore, the Members, by their execution and signed consent(s) to this instrument, also hereby provide pursuant to the Articles their respective consents to and approval of the Transition Agreement and the Amended Bylaws, both

of which are attached to this instrument, excluding the exhibits to the Transition Agreement, as Exhibit 1 and Exhibit 2 respectively.

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 and/or RG reserve the right to change the boundary lines of the Common Area by no more than 0.5 acres if reasonably necessary to complete the development and sale of any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar

Corporation's eleven (11) remaining lots to be developed on the Property as of the date of this Amendment but in no event shall the Common Area contain less than those areas shown on an unsurveyed plot plan entitled "Key Plan Ran-Mar, Inc. Partridge Farms Development Berlin, Vermont" by Chase & Chase Surveyors & Septic Designers, Inc. dated March 18, 2007 and depicted as Lot 63 estimated as consisting of 67.5 acres +/-, Lot 64A estimated as consisting of 8.8 acres +/-, an estimated 11 acre +/- landlocked parcel identified on said plan as "other Lands of Ran-Mar, Inc." less up to 0.5 acres as reserved herein for potential boundary line adjustments in connection with the completion of the development and sale of any remaining lots on the Property. Declarant and/or RG shall provide notice to the Association of any boundary line adjustment including the total acreage adjustments to the Common Area at the time of any boundary line adjustment.

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 AND 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 shall have the right to install utility lines, pipes, and related equipment on the Property or any part thereof, without first obtaining the express written consent of the Association, to the extent it is related to and necessary to develop and/or sell one or more of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's, eleven (11) remaining undeveloped lots which are in existence as of the date of this amendment. Notwithstanding the foregoing, Declarant shall provide the Association with reasonable notice prior to installing any such utilities and equipment on portions of the Property other than RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's eleven (11) lots and the remaining undeveloped portion of Knob Ridge Road, but in no event less than twenty-four (24) hours' notice. Without first obtaining the express written consent of the Association, no one, except for Declarant as set forth in this subsection, may extend, install, add to, or in any way alter the utility lines, pipes, or related equipment, or any part of the water, sewer, or electrical system serving the Development, or cross over, under, or through the Property, or any part thereof with any pipes, wires, or related equipment.
- (d) Until such time that the Common Area is conveyed to the Association, the exclusive right of the Declarant and/or RG 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 RG and its authorized successors 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, including the right to construct open drainage swales;

Upon conveyance of the Common Area to the Association, the Association shall have the exclusive right 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 also for roads, recreation trails, and pedestrian paths. As it relates to Declarant's completion of development, including completion of Knob Ridge Road, and the sale or conveyance of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots, the Association shall not deny any reasonable request for an easement necessary for that purpose.

- (e) Declarant shall have the right to store construction material on any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's

remaining unsold lots (as of the date of this amendment) and on the undeveloped portion of the Property on Knob Ridge Road designated for roadways related to and during active development of any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots or active work on Knob Ridge Road;

- (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, or otherwise inconsistent with the provisions of Section 1.04, 2.01(c) and other provisions in this Declaration;
- (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, RG 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) 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 removed without said approvals except for those trees which must be removed for the safe construction of the proposed structures;
- (l) 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;
- (m) Burning of trash, refuse, leaves debris, brush or similar materials shall be prohibited;
- (n) All trash shall be maintained within sanitary containers;
- (o) 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 least 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 a time;

- (p) 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;
- (q) Condominium properties shall be maintained in a good workmanlike condition by their respective condominium associations and shall be responsible for the maintenance of lawns, landscaping, building exteriors and driveways;
- (r) 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;
- (s) No amplified music, loud musical instruments or loud radios, stereos or televisions shall be permitted in the Common Area;
- (t) 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;
- (u) 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;
- (v) There shall be no exterior television, radio, ham or other outdoor antennas or similar equipment installed or maintained on any portion of the Property, or on any lot or unit, except that television dishes and broadband receiving devices may be installed on any lot or unit provided it does not exceed 3 feet in diameter, and notwithstanding the foregoing, no such equipment shall be prohibited if otherwise authorized by State or Federal law. Furthermore, nothing in this Declaration shall prohibit the installation on any unit on the Property of energy devices based on renewable energy resources which are otherwise authorized by State or Federal law. Nevertheless, all such installations contemplated in this paragraph including their specific locations shall, prior to installation, require approval from the Architectural Control Committee.

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 necessary and related to use by the Declarant for development and/or sale of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's eleven (11) lots or work on Knob Ridge Road.
- (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 provided that the Town of Berlin consents to such conveyance, and excepting any portion of the roads which become subject to a private road maintenance agreement which provides for associated maintenance costs to be shared by specifically identified privately owned lots and not the Association. The water lines (to the curb stop) and other equipment serving the Property shall eventually be deeded to the Berlin Fire District #1 or its successor in interest. Until such time as the roads, water lines and sewer systems are taken over by the respective municipal entities, they shall be maintained, repaired, and managed by the Association, except with respect to any roads which become subject to a private road maintenance agreement as provided in this paragraph.
- (g) Owners will receive water bills from Berlin Fire District #1 or its successor, sewer bills from the Town of Berlin, and other utility bills from the service provider.

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, Ran-Mar Corporation, RG, or its authorized successors, 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, which based upon assignment of the Declarant, shall be designated by the Area Association pursuant to the terms and conditions of the Transition Agreement.

- (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 Area Association, as assignee of the Declarant pursuant to the Transition Agreement 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.
- (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 on any of RG's, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots.
- (b) All buildings constructed hereunder shall conform to the specifications and requirements of the most recent revisions of the National Electrical Code and BOCA Codes in force at the commencement of construction. Electrical service shall be underground from the nearest pole to the dwelling house. Under no circumstance shall Declarant or any Owner develop or install a mobile home as that term is defined in 10 V.S.A. § 6201 upon the Property.
- (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 condominium 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 facilities outside of 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 purpose 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.

The notice of release by the Declarant as contemplated in (A) above was provided in the Transition Agreement, subject to all other terms and conditions of the Transition Agreement.

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 its Members. Except for easements and rights of way reserved by Declarant and RG 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 the same is duly adopted by the Members at any annual or special meeting called for such purpose and 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, 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 Declaration or RG when it conveys the same to the Area Association on or before the completion of the Project by Declarant or RG, 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.

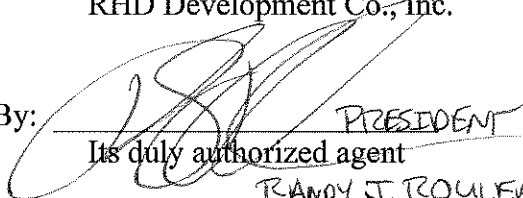
Section 6.08. Change in Use for Lots 1, 2 and 37. Notwithstanding anything in the Declaration, Bylaws, recorded Plans or other referenced documents to the contrary, the Declarant shall have the right, at its sole option, to construct condominium, townhouse or duplex residential housing units on Lots 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.

RG 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.

Executed this 12th day of April 2017.

RHD Development Co., Inc.


By:


PRESIDENT
Its duly authorized agent
RANDY J. ROULEAU

**STATE OF VERMONT
COUNTY OF WASHINGTON**


At Montpelier, Vermont, this 12th day of April 2017, personally appeared Randy J. Rouleau, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of RHD Development Co., Inc.

Before me,


Notary Public

Commission expires: 2/10/2019


RG Development Corporation

By:  PRESIDENT
Its duly authorized agent
RANDY J. ROULEAU

STATE OF VERMONT
COUNTY OF WASHINGTON

At Montpelier, Vermont, this 12th day of April 2017, personally appeared Randy J. Rouleau, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of RG Development Corporation

Before me,

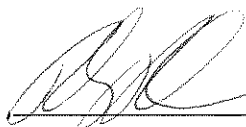

Notary Public

Commission expires: 2/10/2019

SIGNATURE PAGES OF MEMBERS TO FOLLOW

PARTIDGE FARMS - A PLANNED RESIDENTIAL DEVELOPMENT - AMENDED MHA ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS


Date: 3/11/17


Print name: RGD DEVELOPMENT CO., INC
Class C Member X33 LAND OWNER

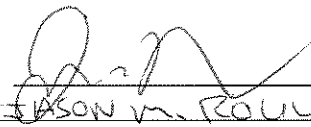
Date: 3/11/17


Print name: RGD DEVELOPMENT CO., INC
Class C Member X33 DECLARANT


Date: 3/11/17


Print name: RGD DEVELOPMENT CO., INC.
Class B Member 451 PARTIDGE FARM RD.
LOT #62

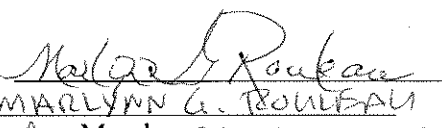
Date: 3/11/17


Print name: JASON M. ROULEAU
Class B Member 50 KNOB RIDGE RD
LOT # 50

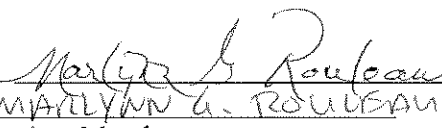
Date: 3/24/17


Print name: MARILYN G. ROULEAU
Class A Member 251 PARTIDGE FARM RD
#2

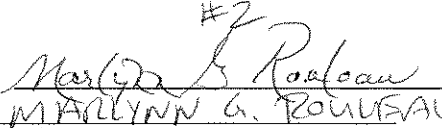
Date: 3/24/17


Print name: MARILYN G. ROULEAU
Class A Member 291 PARTIDGE FARM RD
#1

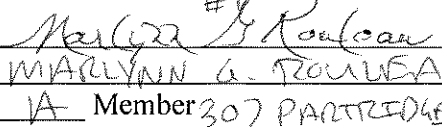
Date: 3/24/17


Print name: MARILYN G. ROULEAU
Class A Member 291 PARTIDGE FARM RD
#2

Date: 3/24/17


Print name: MARILYN G. ROULEAU
Class A Member 307 PARTIDGE FARM RD
#1

Date: 3/24/17


Print name: MARILYN G. ROULEAU
Class A Member 307 PARTIDGE FARM RD
#2

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

Date: 2/19/2017

Print name: Wendelyn S Bolles
Class B Member

Date: 2/19/2017

Print name: Gregory Rausch
Class A Member

Date: 2/19/17

Print name: Jane Aldrightt
Class B Member

Date: 2/19/17

Print name: Patrick Mahony
Class B Member

Date: 2/19/2017

Print name: Katherine M Rotondi
Class A Member

Date: 2-19-17

Print name: Ture Nelson
Class B Member

Date: 2/19/2017

Print name: Colette Page
Class A Member

Date: 2/19/17

Print name: Karen C Towne
Class A Member

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

Date: 2/19/2017

Print name: Susan Gnetkowski
Class A Member

Date: 2/19/2017

Print name: Jane C. Bartrum
Class A Member

Date: 2-19-17

Print name: Richard T. Pierce
Class A Member

Date: 2/19/2017

Print name: Margaret C. Schell
Class B Member

Date: 2/19/2017

Print name: Howard B. Vincent
Class B Member

Date: 2/19/2017

Print name: Jennifer Weiner
Class B Member

Date: 2-19-17

Print name: Christine Long
Class A Member

Date: 2/19/2017

Print name: Edward M. Long
Class A Member

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

Date: 2-17-17

Print name: Jim Fecteau 7 Hildesburg Dr
Class A Member

Date: 2-17-17

Print name: Jim Fecteau 7 Hildesburg Dr
Class A Member

Date: 2-17-17

Print name: Jim Fecteau 41 Hildesburg Dr
Class A Member

Date: 2-17-17

Print name: Jim Fecteau 99 Hildesburg Dr
Class A Member

Date: 2-17-17

Print name: Jim Fecteau 99 Hildesburg Dr
Class A Member

Date: 2-18-17

Print name: Mary Bellinzieri
Class D Member

Date: 2/18/17

Print name: Ellen Lehmer
Class B Member

Date: 2/19/17

Print name: Bernard X. Chénette, Jr
Class B Member

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

Date: 2/19/17

Print name: Margaret Copp Provost
Class B Member

Date: 2/19/17

Print name: Grace Greene
Class B Member

Date: 2/19/17

Print name: Robert C. Waggoner
Class B Member

Date: 2/19/17

Print name: Margaret
Class B Member

Date: 2/19/17

Print name: Richard Provost
Class B Member

Date: 2/20/17

Print name: Guiyou Huang & Yuteng Qian
Class B Member

Date: 2/20/17

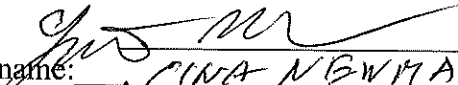
Print name: Lorraine Gilman
Class B Member

Date: 2/20/17

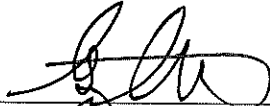
Print name: Robert C. Fisher
Class B Member

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

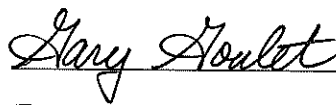
Date: 2/19/2017

Print name: 
Class A Member


Date: 2/19/2017

Print name: 
Class B Member

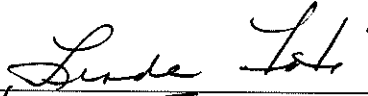
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Class B Member


Date: 2/19/17

Print name: 
Class B Member


Date: 2/19/17

Print name: 
Class A Member

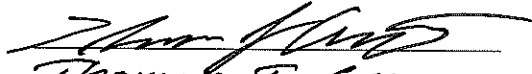
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Print name: 
Class B Member

Date: 2-19-17

Print name: 
Class B Member

Date: 2-19-17

Print name: 
Class B Member

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


Date: 2/21/2017

Print name: 
Class B Member

Date: 2/21/2017

Print name: 
Class A Member

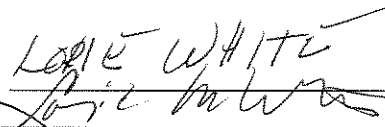
Date: 2/23/17

Print name: 
Class B Member


Date: 23 Feb 2017

Print name: 
Class B Member

Date: 2/28/17

Print name: 
Class Member

Date: 3/1/17

Print name: 
Class B Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

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

Date: 2/23/17

Print name: Tara Thomas
Class A Member

Date: 2/26/17

Print name: LUCA POMPEI
Class A Member

Date: 2/28/17

Print name: Sandra Meyerhofer
Class A Member

Date: 2/28/17

Print name: Michelle Parker
Class A Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

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

Date: 2/22/17

Print name: CHRISTOPHER K. RICE
Class A Member

Date: 2/27/17

Print name: Gretchen Satomi
Class A Member

Date: 3/08/17

Print name: JANICE PRESOTT
Class A Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: 2/22/17

Print name: Douglas B Little
Class B Member

Date: 2/28/17

Print name: Kathleen Sweda
Class B Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

Date: _____

Print name: _____
Class _____ Member

PARTRIDGE FARMS
A PLANNED RESIDENTIAL DEVELOPMENT

AMENDED
AREA ASSOCIATION AND DECLARATION
OF
COVENANTS CONDITIONS AND RESTRICTIONS

Exhibit 1

TRANSITION AGREEMENT PARTRIDGE FARMS

This Transition Agreement (the "Agreement") is made by and between Partridge Farms Area Association, Inc. (the "Association"), a Vermont nonprofit corporation existing in connection with a planned residential development known as "Partridge Farms" and located on the Property in Berlin, Vermont (the "Development"), RHD Development Co., Inc. (the "Declarant"), a Vermont corporation and the Declarant with existing development rights in the Development, and RG Development Corporation ("RG"), a Vermont corporation, and fee owner of the land upon which the Declarant has its development rights, and of the Common Area in the Development. All capitalized terms not otherwise defined herein shall have such definitions as set forth in the Declaration (defined below). The Association and Declarant are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Declarant created the Development via instrument entitled "Area Association and Declaration of Covenants, Conditions and Restrictions" dated June 29, 1988 (the "Declaration"), and established that the Association shall govern the affairs of the Development, pursuant to the terms of the Declaration and the Association's Bylaws (the "Bylaws"), as the same may be amended from time to time; and

WHEREAS, the Development is also subject to limited provisions of the Vermont Common Interest Ownership Act, 27A V.S.A. § 1-101 *et seq.*, as set forth in § 1-204, applicable to preexisting common interest communities; and

WHEREAS, all and/or portions of the Development and the Property are subject to the terms and conditions of various State and municipal land use permits including, but not limited to, State of Vermont Land Use Permit No. 5W0933, as amended (the "Act 250 Permit"), State of Vermont Wastewater and Potable Water Supply Permit No. WW-5-0013-6, as amended (the "WW Permit"), and State of Vermont Authorization to Discharge Permit No. 3147-9010.R (the "Stormwater Permit"), and various municipal building and zoning permits (the "Local Permits") which either have been issued or which may be required in connection with the Development and/or individual lots in the Development (collectively the "Permits"); and

WHEREAS, the Declaration controls voting rights and details covenants, rights, and restrictions affecting the Development including, but not limited to, rights of the Declarant to develop its remaining lots in the Development; and

WHEREAS, the Declaration provides for three (3) classes of members in the Association: the Class A members are the owners of the duplex, condominium, or townhouse units in the Development, who have one (1) vote per unit owned; the Class B members are owners of single-family homes on individual lots in the Development, who have one (1) vote per unit owned; and the Class C member is the Declarant and/or RG, who has three (3) votes per lot owned. There are currently approximately thirty-four (34) voting-eligible Class A members and forty (40) voting-eligible Class B members in the Association; and

WHEREAS, pursuant to Section 3.00 of the Bylaws, until such time as the Class C membership of the Association shall terminate, the affairs of the Association are to be controlled by a five (5) member Board of Directors (the "Board"), made-up of three (3) directors elected by the Class C member, one (1) director elected by the Class A members, and one (1) director elected by the Class B members; and thereafter, upon termination of the Class C membership and pursuant to Section 3.01 of the Bylaws, the Board shall be made-up of six (6) persons, all of whom shall be Owners or spouses of Owners; and

WHEREAS, pursuant to the Article III, Section 3.02 of the Declaration, the Class C membership shall terminate upon either a notice of release by the Declarant or upon the sale or conveyance of its last lot in the Development; and

WHEREAS, the Declarant and RG have not completed construction and sale of eleven (11) lots in the Development (the "Remaining Lots"), or the construction of associated infrastructure including access road(s) and water and sewer connections to those lots, and therefore continue to have an interest in maintaining the right to develop and sell these remaining lots, as set forth in the Declaration, and in continued participation in the Board; and

WHEREAS, the Parties desire that Declarant voluntarily transitions control of: (i) the Association by releasing and terminating its Class C membership, subject to reservations, and (ii) the Board so that it is no longer controlled by the Declarant and/or its assigns (the Class C membership); and

WHEREAS, the Parties desire that until such time as the Declarant develops and RG, or any other wholly owned subsidiary of Ran-Mar Corporation, sells or otherwise conveys the last of the Remaining Lots, the Association shall be controlled by majority vote of a new five (5) member Board made-up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director appointed by the Declarant, and thereafter the Association shall be controlled by a five (5) member Board made-up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director elected by both the Class A and Class B members as further provided in this Agreement; and

WHEREAS, the restructuring of the Board will require an amendment to the Bylaws pursuant to Section 6.01 of the Bylaws by "an affirmative vote of two-thirds (2/3) of each Class of members in the Association"; and

WHEREAS, the Development includes Common Area for the common use and enjoyment of the Owners, which, subject to the Owners' common rights and the Declarant's reservations, remains under the ownership of RG until such time as it is conveyed to the Association; and

WHEREAS, pursuant to Article I, Section 1.04 of the Declaration, the Declarant's reservations include 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; and

WHEREAS, the Act 250 Permit authorizes 94 acres to be allocated for the Common Area in the Development while the Declaration, at Article I, Section 1.04 provides that “in no event shall the Common Area contain less than 90 acres”; and

WHEREAS, the Development and Property including the current configuration of the Common Area—which has never been surveyed—are depicted on a plot plan entitled “Key Plan Ran-Mar, Inc. Partridge Farms Development Berlin, Vermont” by Chase & Chase Surveyors & Septic Designers, Inc. dated March 18, 2005. Last revised October 24, 2007 (the “Plan”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, although the exact acreage of the Common Area is unknown because it was never surveyed, the Common Area is depicted on the Plan as Lot 63 consisting of 67.5 acres +/-, Lot 64A consisting of 8.8 acres +/-, an 11 acre +/- landlocked parcel identified on the Plan as “other Lands of Ran-Mar, Inc.” and located in a FEMA designated floodway westerly of the lands of the State of Vermont (the former railroad property), and areas designated as Proposed Roads for the Development consisting of 3.46 acres +/-, with the Common Areas depicted on the Plan in total consisting of 90.76 +/- acres; and

WHEREAS, the Declarant has completed road construction of a portion of the 3.46 acre +/- area designated on the Plan for Proposed Roads and that portion of completed roads have been transferred to the Town of Berlin; and

WHEREAS, the Parties anticipate and likely desire to transfer and convey all of the remaining areas designated on the Plan for Proposed Roads to the Town of Berlin upon completion of construction of such roadways (which is currently limited to the completion of construction of Knob Ridge Road), and upon such conveyance the Common Area on the Plan will be depicted as consisting of 87.3 acres +/-; and

WHEREAS, Declarant’s development and/or RG’s, or such other wholly owned subsidiary of Ran-Mar Corporation’s sale of the Remaining Lots may require minor boundary line adjustments causing reductions to the total acreage of the Common Area to reasonably complete construction, which, if necessitated, the Parties desire to cap any such reductions at no more than 0.5 acres in the aggregate; and

WHEREAS, Declarant has proposed, and the Parties desire to include in this Agreement a requirement to reduce the estimated total acreage of Common Area in the Development to 86.8 acres +/- when RG transfers and conveys the Common Area to the Association, which estimated acreage is based upon the 87.3 +/- acres of the Common Area depicted on the Plan, less the 0.5 acres to be reserved by Declarant and RG, or such other wholly owned subsidiary of Ran-Mar Corporation, for potential boundary line adjustments in connection with the Remaining Lots; and

WHEREAS, the Parties also desire to include in this Agreement a requirement to amend Article I, Section 1.04 of the Declaration to authorize the proposed reduction in the total acreage of the Common Area as described above; and

WHEREAS, the Declaration provides that after a period of twenty (20) years from the date the Declaration was recorded (1988), the Declaration may be amended "by an instrument signed by not less than Seventy-Five Percent (75%) of each Class of members (Class A & B)"; and

WHEREAS, the Declaration also provides for an Architectural Control Committee made up of three (3) members, all in accordance with Article II, Section 2.04 of the Declaration, with membership currently controlled by the Declarant but which the Parties desire to be controlled by the Association; and

WHEREAS, the Parties desire to enter this Agreement to set forth the actions that will be taken and their mutual rights and responsibilities in connection with the termination of the Class C membership of the Association, the associated transition of control of the Board from the Class C membership, the completion of construction (and associated infrastructure) by the Declarant and sale of the Remaining Lots owned by RG or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation in the Development, and the conveyance of the Common Area in the Development from RG to Association.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other valid consideration, the sufficiency of which is acknowledged to the complete satisfaction of the Parties, the Parties agree as follows:

1. Effective Date of Agreement. This Agreement shall become effective and binding upon the Parties (the "Effective Date") upon: (a) its ratification and approval by written consent of a majority of the members of the Association duly noticed for the purpose of consideration of this Agreement (the "Action of Members"); and (b) its ratification and approval by a majority of votes of a quorum of the Board at a special meeting of the Board duly noticed and called for the purpose of consideration of this Agreement (the "Special Meeting of Board"). Furthermore, this Agreement is also contingent and conditioned upon the lawful adoption of amendments to the Bylaws and Declaration consistent with the terms of this Agreement as more particularly set forth in Sections 3, 4, and 5 herein (the "Amendments"), such adoption and approval to occur by and pursuant to the Action of Members which shall also be duly noticed for the purpose of consideration of the Amendments, or with respect to the Declaration, by instrument circulated and signed by not less than seventy-five percent (75%) of each Class of Members, and recorded in the Town of Berlin land records (the "Land Records") as per Section 6.07 of the Declaration. In the event this Agreement is approved by the requisite majorities of the members and the Board, this Agreement shall be fully executed by both Parties, and then, excluding its exhibits, recorded with the Amendments in the Land Records, and the date of such recording shall be the Effective Date of this Agreement.
2. Termination of Class C Membership. Assuming the ratification of this Agreement as set forth in Section 1, and adoption and approval of the amendments to the Declaration and Bylaws as provided in Sections 3, 4, and 5 of this Agreement, upon the Effective Date, the Class C membership hereby provides and tenders its notice of release and

termination pursuant to Section 3.02 of the Declaration, subject to the Declarant's, RG's, and such other wholly owned subsidiary of Ran-Mar Corporation's reserved rights as set forth in Section 3 of this Agreement, and further subject to all other terms and conditions of this Agreement.

3. Declarant's Reserved Rights. Notwithstanding the termination of the Class C membership interest in the Association as provided in Section 2 herein, the Parties recognize and agree that Declarant and RG or such other wholly owned subsidiary of Ran-Mar Corporation, if applicable, shall and do hereby reserve, retain, and shall be entitled to exercise all of those declarant rights, reservations, and/or exemptions enumerated in the Declaration in Article I, Section 1.04, and Article II, Sections 2.01(c), 2.01(d), 2.01(e), 2.01(f), 2.01(h), 2.03, 2.04, and 2.04.1, except as modified below, with said declarant rights, reservations, and exceptions to remain in effect until such time as RG, or such other wholly owned subsidiary of Ran-Mar Corporation, sells or otherwise conveys its last of the Remaining Lots in the Development. RG shall have and hereby reserves the right to convey its interest in and to any of the eleven (11) remaining lots and the associated roadways to a different wholly owned subsidiary of Ran-Mar Corporation.

- a. This Agreement is contingent upon the Association by instrument signed by not less than seventy-five percent (75%) of each Class of Members and recorded in the Land Records, adopting the following amendments to the Declaration:

- i. A preamble shall be included to provide as follows:

"RG Development Corporation ("RG"), a wholly owned subsidiary of Ran-Mar Corporation, f/k/a Ran-Mar, Inc., is the current fee owner and successor in title to Ran-Mar Corporation of the Common Area and of all of the remaining lots (which total eleven (11)) and associated roadways to be developed by Declarant as of the date of this Amendment pursuant to a Quitclaim Deed dated April 1, 2009 and recorded in Book 115 at Pages 424-425 of the Town of Berlin land records."

- ii. The last sentence of Section 1.04 shall be amended as provided in Section 5(a)(i) of this Agreement.

- iii. Section 2.01(c) shall be deleted in its entirety and replaced with the following:

"The Declarant shall have the right to install utility lines, pipes, and related equipment on the Property or any part thereof, without first obtaining the express written consent of the Association, to the extent it is related to and necessary to develop and/or sell one or more of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's, eleven (11) remaining undeveloped lots which are in

existence as of the date of this amendment. Notwithstanding the foregoing, Declarant shall provide the Association with reasonable notice prior to installing any such utilities and equipment on portions of the Property other than RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's eleven (11) lots and the remaining undeveloped portion of Knob Ridge Road, but in no event less than twenty-four (24) hours' notice. Without first obtaining the express written consent of the Association, no one, except for Declarant as set forth in this subsection, may extend, install, add to, or in any way alter the utility lines, pipes, or related equipment, or any part of the water, sewer, or electrical system serving the Development, or cross over, under, or through the Property, or any part thereof with any pipes, wires, or related equipment."

iv. Section 2.01(d) shall be amended as follows:

1. The first clause of the first sentence of the first paragraph shall be deleted and replaced with:

"Until such time that the Common Area is conveyed to the Association, the exclusive right of the Declarant and/or RG to grant and/or reserve easements and rights of way through,"

2. The following new paragraph shall be added following the first paragraph:

"Upon conveyance of the Common Area to the Association, the Association shall have the exclusive right 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 also for roads, recreation trails, and pedestrian paths. As it relates to Declarant's completion of development, including completion of Knob Ridge Road, and the sale or conveyance of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots, the Association shall not deny any reasonable request for an easement necessary for that purpose."

v. Section 2.01(e) shall be deleted in its entirety and replaced with the following:

"Declarant shall have the right to store construction material on any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining unsold lots (as of the date of this amendment)

and on the undeveloped portion of the Property on Knob Ridge Road designated for roadways related to and during active development of any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots or active work on Knob Ridge Road."

- vi. The final clause of Section 2.03(a) shall be deleted and replaced with the following:

" , including the transportation of construction materials necessary and related to use by the Declarant for development and/or sale of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's eleven (11) lots or work on Knob Ridge Road."

- vii. Section 2.03(f) shall be deleted and replaced with the following:

"The roads within the Property are to be eventually deeded to the Town of Berlin and accepted as public streets provided that the Town of Berlin consents to such conveyance, and excepting any portion of the roads which become subject to a private road maintenance agreement which provides for associated maintenance costs to be shared by specifically identified privately owned lots and not the Association. The water lines (to the curb stop) and other equipment serving the Property shall eventually be deeded to the Berlin Fire District #1 or its successor in interest. Until such time as the roads, water lines and sewer systems are taken over by the respective municipal entities, they shall be maintained, repaired, and managed by the Association, except with respect to any roads which become subject to a private road maintenance agreement as provided in this paragraph."

- viii. The final clause of Section 2.04.1(a) shall be deleted and replaced with the following:

" , except for dwelling units or improvements created or constructed by Declarant on any of RG's, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's remaining eleven (11) lots.

- ix. Section 2.04.1(b) shall be amended to add the following sentence at the end of the paragraph:

"Under no circumstance shall Declarant or any Owner develop or install a mobile home as that term is defined in 10 V.S.A. § 6201 upon the Property."

4. Termination of Declarant Control / Election of New Board Members / Appointment of New Architectural Control Committee.

- a. This Agreement is contingent upon the Association pursuant to the Action of Members adopting the following amendments to the Bylaws:

- i. Section 2.02 shall be deleted in its entirety and replaced with the following:

“Section 2.02. Annual Meetings. The annual meetings of the Association shall be held annually before the end of June of each year. At such annual meetings, the Board of Directors shall be elected (and appointed in the case of the Declarant designated director) consistent with Section 3.04.”

- ii. Section 3.01 shall be deleted in its entirety and replaced with the following:

“Section 3.01. Number and Qualification. The Affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom, except the Declarant’s designated director, shall be Owners or spouses of Owners.”

- iii. Section 3.04 shall be deleted in its entirety and replaced with the following:

“Section 3.04. Election and Term of Office. (a) 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 existing Class A, Class B, and Class C Directors, and electing a new five (5) member Board of Directors made up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director designated by the Declarant. The members of the Board of Directors shall hold one (1) year terms unless otherwise lawfully removed and shall hold office until their successors are duly elected (or appointed in the case of the Declarant designee), and qualified, with annual elections (and appointment) of the directors to be held at the annual meeting of the members, with the five (5) member Board of Directors being made up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director appointed by the Declarant, until such time as the Declarant, RG, or, if applicable, such other wholly owned subsidiary of RG, sells its last lot in the Development. (b) Within sixty (60) days following the sale or conveyance by RG, or if applicable, such other wholly owned subsidiary’s sale or conveyance of its last of the Remaining Lots in the Development, a special meeting of the Members shall be called and held for the purpose of removing the Board member appointed by the Declarant and electing a new replacement Board

member to be elected by the Class A and B members, and to serve as the fifth Board member, with the remaining Class A and B directors, and to hold for a term expiring at the next annual meeting of members, at which time their successors shall be duly elected, with the five (5) member Board of Directors being made up then and in the future of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director being elected by the Class A and Class B members. The members of the newly composed Board of Directors shall thereafter hold office for one (1) year terms unless otherwise lawfully removed, and shall hold office until their successors are duly elected and qualified, with annual elections of the directors to be held at the annual meeting of the members. The one (1) director to be elected by the Class A and Class B members as provided above shall not be from the same Class of membership (Class A or Class B) for successive years, provided there is a member ready, willing and able to serve as director to meet this condition. By way of further explanation and example, the one (1) director to be elected by the Class A and Class B members shall be a Class A member in year one, a Class B member in year two, a Class A member in year three, a Class B member in year four, etc., provided there is a member from the respective Class of membership (Class A or Class B) that is ready, willing and able to hold such position. If no member from the applicable Class of membership (Class A or Class B) is available to hold such director's position in any succeeding year to meet the foregoing condition applicable to alternate years, the fifth director's position may be held by either a Class A member or a Class B member for that succeeding year notwithstanding which Class of membership served in that director's position during the previous year."

iv. Section 3.04.01 shall be deleted in its entirety.

v. Section 6.01 shall be deleted in its entirety and replaced with the following:

"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, provided, however, that Section 3.04(a) herein may not be amended without Declarant's written consent."

- b. Upon the Effective Date, the Declarant hereby assigns its rights under Article II, Section 2.04(4) of the Declaration to fill vacancies in the Architectural Control Committee to the Board of Directors, who shall make appointment by majority vote. Furthermore, the Parties also agree that the Special Meeting of the Board shall also be noticed and called for the purpose of accepting the

resignation or otherwise removing the existing members of the Architectural Control Committee (which is hereby agreed upon), and appointing new replacement members. The Declarant shall be exempt from Architectural Control Committee review and approval requirements arising under Article II, Sections 2.04, 2.04(1) and 2.04.2 of the Declaration with respect to its development and the sale of the remaining eleven (11) lots owned by RG or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation.

5. Transfer of and Adjustment in Acreage to the Common Area. The Parties agree that Declarant and RG will transfer all right, title, and interest they have in and to the Common Area to the Association, subject to any permanent easements of record originally granted to or reserved by Ran-Mar, Inc. as identified on the Plan, and any remaining rights and reservations necessary to complete the development and sale of the Remaining Lots as provided for in this Agreement, within sixty (60) days after the sale or conveyance of the last of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's Remaining Lots in the Development but in no event later than fifteen (15) years following the Effective Date. RG or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation will provide written notice to the Association upon the sale or conveyance of the last of the Remaining Lots. In the event that Declarant and RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, have not completed the development and sale or conveyance of any of Knob Ridge Road or the Remaining Lots by the time the Common Area is transferred to the Association, and the Declarant and/or RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, reasonably require boundary adjustment(s) to complete the construction and sale of any of the Remaining Lots or the completion of Knob Ridge Road, the Association shall cooperate in effecting any such reasonable boundary adjustments involving the Common Area consistent with Declarant and/or RG's, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's, rights and reservations prior to the conveyance of the Common Area to the Association, and subject to the acreage limitations and agreed upon adjustment cap provided for in this Agreement. Furthermore, and in connection with the Common Area, the Parties agree as follows:

- a. This Agreement is further contingent upon the Association by instrument signed by not less than seventy-five percent (75%) of each Class of Members and recorded in the Land Records adopting the following amendment to the Declaration:

- i. The last sentence of Article I, Section 1.04 is hereby deleted and replaced with the following:

"The Declarant and/or RG reserve the right to change the boundary lines of the Common Area by no more than 0.5 acres if reasonably necessary to complete the development and sale of any of RG's or, if applicable, such other wholly owned subsidiary of Ran-Mar Corporation's eleven (11) remaining lots to be developed on the Property as of the date of this

Amendment but in no event shall the Common Area contain less than those areas shown on an unsurveyed plot plan entitled "Key Plan Ran-Mar, Inc. Partridge Farms Development Berlin, Vermont" by Chase & Chase Surveyors & Septic Designers, Inc. dated March 18, 2007 and depicted as Lot 63 estimated as consisting of 67.5 acres +/-, Lot 64A estimated as consisting of 8.8 acres +/-, an estimated 11 acre +/- landlocked parcel identified on said plan as "other Lands of Ran-Mar, Inc." less up to 0.5 acres as reserved herein for potential boundary line adjustments in connection with the completion of the development and sale the any remaining lots on the Property. Declarant and/or RG shall provide notice to the Association of any boundary line adjustment including the total acreage adjustments to the Common Area at the time of any boundary line adjustment."

- b. The Parties agree to file, as co-applicants or however is required, an application for an amendment to the Act 250 Permit to authorize the Common Area to contain no less than the area depicted on the Plan as 87.3 acres +/- less the 0.5 acres to be reserved by Declarant and RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, for potential boundary line adjustments in connection with the Remaining Lots, and to cooperatively transfer or obtain any other necessary State or Local Permits required at the time RG transfers and conveys the Common Area. The Parties further agree to use their best efforts to secure the foregoing permits and permit amendments, including splitting equally all associated costs and fees.

6. Transfer of Stormwater Permit

- a. The Stormwater Permit governs all stormwater discharge for the Development and authorizes stormwater discharge over 8.16 acres of impervious land on the Development, running along Partridge Road, Point Ridge Road, Plateau Drive, Mansfield Lane, and Knob Ridge Road. The applicants/permittees are RG, Heney Partners, Ltd., and Fecteau Residential, Inc.
- b. Upon transfer of the Common Area to the Association, the Parties agree to work together to transfer RG's responsibility under the Stormwater Permit to the Association by submitting an Application For Transfer Of Operational Stormwater Permits as required by, and in the format provided by, the Watershed Management Division of the Vermont Department of Environmental Conservation. The Parties agree to seek the cooperation of Heney, Fecteau, and the Town of Berlin as necessary to effectuate the transfer. The Association shall pay the transfer application fee of \$240, or the fee in place at the time of application.
- c. The Association hereby agrees to be fully responsible for fulfilling all obligations, terms, and conditions of the Stormwater Permit in connection with the stormwater system in the Development, including but not limited to the

payment of annual fees, inspections, and system maintenance, and shall indemnify and hold Declarant, RG, and their respective successors, assigns, and affiliates harmless from all obligations and costs associated therewith. Notwithstanding anything in this section to the contrary, Declarant agrees, in the course of developing the Remaining Lots and completing Knob Ridge Road, to install any and all necessary stormwater systems in accord with all applicable regulations, approved design plans, and permits.

7. Others Conditions and Covenants:

- a. The Association hereby covenants and agrees to at all times hire and use a third party independent professional to handle bookkeeping, billings, accounting, and collection(s) in connection with the Association.
- b. The Association shall maintain liability insurance with minimum coverage and policy liability limits consistent with existing coverage for the Association in effect as of the date of this Agreement as provided on Exhibit B attached hereto, with the Declarant and RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, to be named and included as an "additional insured" on said policy.
- c. Solely as it relates to the development and sale of the Remaining Lots, Declarant's completion of Knob Ridge Road, or to the transfer or amendment of any of the permits as contemplated in this Agreement, the Association hereby covenants and agrees that it will not oppose or interfere with Declarant, RG, or their successors, assigns, or affiliates in connection with obtaining necessary permits or in connection with any future amendment to the Act 250 Permit affecting the development and adjoining lands of the Declarant, RG, or their successors, assigns, or affiliates.

8. General Release and Indemnification. In consideration of the performance by Declarant and RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, of their obligations as set forth in this Agreement, the Association, on behalf of itself, its members, successors and assigns, hereby fully, finally, and forever releases, indemnifies, and holds harmless Declarant and RG, and their affiliates, parents, and all current or former officers, directors, employees, and agents of any such entity, from any and all claims, liabilities, demands, payments, damages, causes of action of any kind or nature, legal or equitable, known or unknown, present or arising in the future, arising out of or in any way related to Declarant's control of the Association or its right to appoint members to the Board of the Association or any act or omission by any Declarant appointee to the Board, including, without limitation, any act or omission which would be considered a breach of any fiduciary or other duty to the Board or the Association, unless such act or omission was accompanied by actual fraud or malice, provided, however, that expressly excluded from this release is RG's future obligation to transfer and convey by warranty deed the Common area to the Association upon completion and sale of the Remaining Lots. The Common Area shall

be conveyed without any warranties as to acreage since it has never been surveyed and its exact acreage is unknown.

9. Miscellaneous.

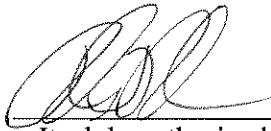
- a. Survival of Provisions. The covenants, representations, and obligations contained in this Agreement shall survive the consummation of the transactions contemplated herein and this Agreement shall bind and inure to the benefit of the Parties hereto, and their respective successors and assigns.
- b. Captions. The captions and paragraphs in this Agreement are for convenient reference only and not to be construed in any way as part of this Agreement.
- c. Construction and Interpretation of this Agreement. This Agreement is to be performed in the State of Vermont and shall be governed and construed in accordance with the laws of the State of Vermont. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Washington County, Vermont. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed that all parties have participated equally in the preparation of this Agreement.
- d. Mediation and Attorney's Fees. In the event of a dispute between the Parties stemming from or related to this Agreement, as a mandatory prerequisite prior to commencing litigation for any reason, the Parties agree to engage in mediation in good faith with 50% of the mediation costs to be paid by the Association and 50% to be paid by Declarant and/or RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, with each Party to bear its own attorneys' fees and other costs in connection therewith. The Parties shall reasonably cooperate and agree in the selection of a mediator. In the event of a dispute between the Parties that proceeds to litigation or arbitration, Declarant and the Association agree that the prevailing party in such litigation or arbitration shall be entitled to recover all of its reasonable attorneys' fees and costs associated with such action, but in no event shall the costs of mediation be recoverable.
- e. Legal Notices. RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, shall use best efforts to forward to the Association legal notices received by RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, as owner of lands in the Development within three (3) business days after receipt provided that RG, or if applicable, such other wholly owned subsidiary of Ran-Mar Corporation, shall not be liable for or subject to claims for breach if notices are not timely forwarded.

- f. Entire Agreement / Amendment. This Agreement represents the complete and exclusive understanding of the Parties of the terms of their agreement. This Agreement may not be amended or modified in any way except by an instrument in writing executed by all parties hereto, and ratified by a majority of the members of the Association at a special meeting of the members, duly noticed and called for such purpose, and by a majority of the Board of Directors of the Association at a special meeting of the Board, duly noticed and called for such purpose.
- g. Severability. Should a court of competent jurisdiction deem any portion of this Agreement unenforceable, the remaining portions hereof shall remain unaffected and, to the extent feasible, be interpreted as if such unenforceable provisions had never been incorporated.
- h. Good Faith. The Parties have entered into this Agreement for the express purpose of bringing about a mutually satisfactory transition of the Property as described herein. The Parties agree to work with each other in good faith to bring about such a transition and to carry out the terms of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

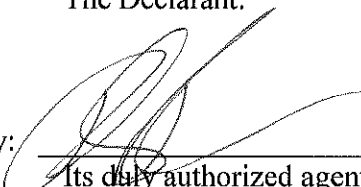
Executed this 12th day of April, 2017, at Montpelier, Vermont.

The Association:

By: 
Its duly authorized agent
Print name: RANDY J. ROULEAU
Title: PRESIDENT

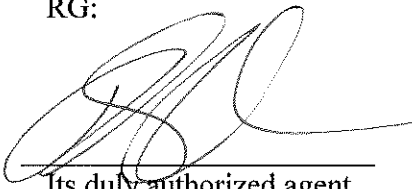
Executed this 12th day of April, 2017, at Montpelier, Vermont.

The Declarant:

By: 
Its duly authorized agent
Print name: RANDY J. ROULEAU
Title: PRESIDENT

Executed this 12th day of April, 2017, at Montpelier, Vermont.

RG:

By: 
Its duly authorized agent
Print name: RANDY J. ROULEAU
Title: PRESIDENT

PARTRIDGE FARMS
A PLANNED RESIDENTIAL DEVELOPMENT

AMENDED
AREA ASSOCIATION AND DECLARATION
OF
COVENANTS CONDITIONS AND RESTRICTIONS

Exhibit 2

PARTRIDGE FARMS AREA ASSOCIATION, INC.

AMENDED
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 annually before the end of June of each year. At such annual meetings, the Board of Directors shall be elected (and appointed in the case of the Declarant designated director) consistent with Section 3.04.

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: (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 2.05. 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, 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 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.

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 transaction 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 3.00. 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 supersede 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 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 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.

Section 3.01. Number and Qualification. The Affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom, except the Declarant's designated director, 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 of the 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.

- (a) 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 existing Class A, Class B, and Class C Directors, and electing a new five (5) member Board of Directors made up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director designated by the Declarant. The members of the Board of Directors shall hold one (1) year terms unless otherwise lawfully removed and shall hold office until their successors are duly elected (or appointed in the case of the Declarant designee), and qualified, with annual elections (and appointment) of the directors to be held at the annual meeting of the members, with the five (5) member Board of Directors being made up of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director appointed by the Declarant, until such time as the Declarant, RG, or, if applicable, such other wholly owned subsidiary of RG, sells its last lot in the Development.
- (b) Within sixty (60) days following the sale or conveyance by RG, or if applicable, such other wholly owned subsidiary's sale or conveyance of its last of the Remaining Lots in the Development, a special meeting of the Members shall be called and held for the purpose of removing the Board member appointed by the Declarant and electing a new replacement Board member to be elected by the Class A and B members, and to serve as the fifth Board member, with the remaining Class A and B directors, and to hold for a term expiring at the next annual meeting of members, at which time their successors shall be duly elected, with the five (5) member Board of Directors being made up then and in the future of two (2) directors elected by the Class A members, two (2) directors elected by the Class B members, and one (1) director being elected by the Class A and Class B members. The members of the newly composed Board of Directors shall thereafter hold office for one (1) year terms unless otherwise lawfully removed, and shall hold office until their successors are duly elected and qualified, with annual elections of the directors to be held at the annual meeting of the members. The one (1) director to be elected by the Class A and Class B members as provided above shall not be from the same Class of membership (Class A or Class B) for successive years, provided there is a member ready, willing and able to serve as director to meet this condition. By way of further explanation and example, the one (1) director to be elected by the Class A and Class B members shall be a Class A member in year one, a Class B member in year two, a Class A member in year three, a Class B member in year four, etc., provided there is a member from the respective Class of membership

(Class A or Class B) that is ready, willing and able to hold such position. If no member from the applicable Class of membership (Class A or Class B) is available to hold such director's position in any succeeding year to meet the foregoing condition applicable to alternate years, the fifth director's position may be held by either a Class A member or a Class B member for that succeeding year notwithstanding which Class of membership served in that director's position during the previous year.

Section 3.05. Removal of 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. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or e-mail, 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 e-mail, 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 Association 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 of others, 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, 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.

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.

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, insurance, 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 an 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. Statement of Common Expenses. (a) 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 (60) days.

Section 5.05. Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, property damage insurance, and workers' compensation 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, provided, however, that Section 3.04(a) herein may not be amended without Declarant's written consent.

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 an 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 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.

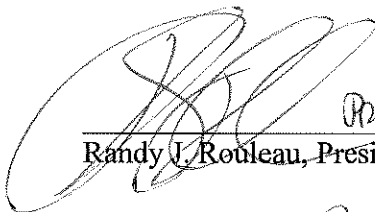
Section 6.04. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

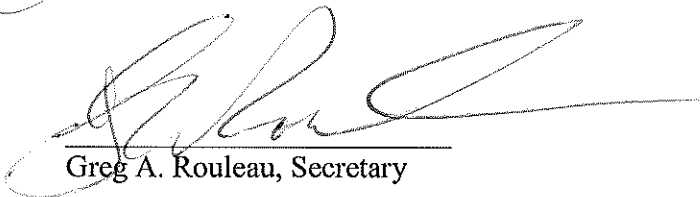
PARTRIDGE FARMS AREA ASSOCIATION, INC.
CERTIFICATION OF CORPORATE ACTION

The undersigned, being the President and Secretary, respectively, of Partridge Farms Area Association, Inc. (the "Association") as of the date hereof, hereby certify that the forgoing instruments, to wit: 1) the Amended Area Association and Declaration of Covenants, Conditions and Restrictions, 2) the Transition Agreement, and 3) the Amended Bylaws, are each true and accurate actions of the Association, completed, adopted, and ratified, without meeting of the Association.

Dated at Berlin, Vermont, this 12 day of April, 2017.

Partridge Farms Area Association, Inc.:


PRESIDENT
Randy J. Rouleau, President


Greg A. Rouleau, Secretary