

Declaration of Condominium

Liftside Condominiums

Stanmar, Inc., a Massachusetts corporation with a usual place of business in Sudbury, Middlesex County, Massachusetts, ("Stanmar"), being the sole owner of the land on Woodrun Road, in the Town of Cambridge, County of Lamoille, State of Vermont, described in Paragraph (1) of this Declaration (the "Land"), by executing and recording this Declaration does hereby submit the Land together with the buildings thereon and all other improvements and structures now or hereafter constructed thereon and all easements, rights and appurtenances now or hereafter belonging thereto (collectively the "Property") to the provisions of Title 27, Chapter 15, (§1301-1329) of the Vermont Statutes Annotated, Act No. 228-1967 Adjourned Session, ("the Condominium Ownership Act" or "the Act") and does hereby create with respect to the foregoing a condominium to be known as the Liftside Condominiums, to be governed by the terms of the Condominium Ownership Act, as the same may be from time to time amended, and managed and regulated by an association of Apartment Owners (the "Association") in accordance with the provisions of the Act, this Declaration and the By-Laws annexed hereto (the "By-Laws"). Words and phrases defined in the Act shall have the same definition when used in this Declaration, the By-Laws and any administrative rules adopted thereunder, (the "Administrative Rules"), if the context so permits.

(1) Description of the Land

Beginning at a point on the southwesterly sideline of Woodrun Road which is south 54 degrees 14 minutes 30 seconds east 36.00 feet from a "T" bound marking the easterly corner of condominium lot W;

Then south 54 degrees 14 minutes 30 seconds east 213.94 feet along the southwesterly sideline of Woodrun Road to a point of curvature;

Then southeasterly by a curve to the left of radius 325.00 feet a length of 145.63 feet along the southwesterly side of Woodrun Road to a point of tangency;

Then south 79 degrees 55 minutes 00 seconds east 72.96 feet along the southwesterly side of Woodrun Road to a point at Lot AA 10;

Then south 05 degrees 39 minutes 10 seconds east 96.90 feet along Lot AA 10 to a point.

Then south 84 degrees 20 minutes 50 seconds west 271.00 feet;

Then north 05 degrees 39 minutes 10 seconds west 21.50 feet;

Then south 84 degrees 20 minutes 50 seconds west 117.19 feet;

Then north 05 degrees 39 minutes 10 seconds west 242.85 feet;

Then north 20 degrees 20 minutes 50 seconds east 70.00 feet to the point of beginning.

The last six lines are along land of Stanmar, Inc.

Said land is shown as lot AA 9 on a map entitled "Plan of Lot AA 9 Showing Buildings, Utilities, and a Portion of the Revised Woodrun Road in the Core Area of the Village at Smugglers' Notch, Cambridge, Vermont", Scale - 1 inch = 50 feet drawn by J.P.R. Associates, Inc., Land Surveyors, Stowe, Vermont, dated May , 1977 and recorded at Page of Map Book 3 of the Cambridge Land Records, to which map reference is made as a further aid to this description. Lot AA 9 contains 1.69 acres of land, more or less.

Subject to and with the benefit of, as the case may be, rights, easements, provisions, exceptions, reservations and covenants set forth in the Deed from Madonna Village, Inc. to Stanmar, Inc. dated September 18, 1973

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Cambridge
land
Records
Book 52
PP 169-195
(7)
7-27-2010

and recorded in Book 49, Pages 365-67 of the Cambridge Land Records, the confirmatory Deed from Madonna Village, Inc. to Stanmar, Inc. dated November 15, 1973 and recorded in Book 49, Pages 377-79 of the Cambridge Land Records, the Deed from Madonna Village, Inc. to Smugglers' Notch Corporation dated September 18, 1973 and recorded in Book 49, Pages 369-373 of the Cambridge Land Records, the Deed from Smugglers' Notch Corporation to Stanmar, Inc. dated October 31, 1974 and recorded in Book 49, Pages 492A-492C of the Cambridge Land Records, and other easements and restrictions of record insofar as the same may presently be in force and applicable. The declarant herein is a successor to the above noted Stanmar, Inc. and Smugglers' Notch Corporation by reason of statutory mergers under the laws of the State of Vermont. Certificates of Merger are recorded in Book 52, Pages 27-28 and Book 56, Pages 28-29 of the Cambridge Land Records.

(2) Description of the Buildings

The Buildings on the Land (individually a "Building", collectively the "Buildings") are a combination of wood, precast concrete, and masonry construction on a concrete and masonry foundation. The walls of the central core, stairwell (which in part form common walls between the central core and the adjoining units) and bearing walls are concrete block construction. Exterior walls and firewalls are comprised of masonry and/or wood frame construction. Walls within apartments, decks and roofs are of wood frame construction. The Ground Floor floor slab and the lower portions of the exterior foundation walls are of poured concrete. Floor construction for First Floor and Second Floor levels is prestressed concrete plank. The Buildings are three (3) stories including a Ground Floor which is, in part, below finished grade. The Buildings, (two in number) are divided into a total of five (5) Units (individually a "Unit", collectively, the "Units") one (1) a two (2) Unit Building (Building 1), and one (1) a three (3) Unit Building (Building 2). Units are designated "Liftside I and Liftside II in Building 1, and Liftside III, Liftside IV, and Liftside V in Building 2 as shown on plans to which reference is made in Exhibit II of this Declaration. Each Unit contains twelve (12) apartments (individually an "Apartment", collectively, the "Apartments"), four (4) Apartments on the Ground Floor, four (4) Apartments on the First Floor, and four (4) Apartments on the Second Floor as designated on said plans for each floor and consecutively numbered L-1 through and inclusive of L-60.

Each floor of each Unit will contain a central core at the front center of the Units which adjoins the four (4) Apartments located on such floors. The central core located on the First Floor and Second Floor will provide access to a common stairwell located at the front center of each Unit, leading to a partially enclosed entrance platform located at front intermediate level between Ground Floor and First Floor of each Unit. The central core on the Ground Floor provides access to a common stairwell located at the front center of each Unit, leading to a partially enclosed entrance platform located at front intermediate level between Ground Floor and First Floor. The partially enclosed entrance platform is common to the stairwell leading to the Ground Floor and the stairwell leading to the First Floor and Second Floor of each Unit. The Buildings have no basement.

The exterior of the Buildings have vertical, diagonal and horizontal wood boarding with wood trim and an asphalt shingled roof. There are four (4)

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balconies at each First Floor and Second Floor level on the rear of each Unit with each Apartment on the First Floor and Second Floor having direct access to one (1) such balcony by means of a sliding glass door. There are four (4) flagstone patios at the Ground Floor at the rear of each Unit, each Ground Floor Apartment having direct access to one (1) such patio by means of a sliding glass door.

(3) Description of Apartments

The Apartment Number of each Apartment and a statement of its location, approximate area, number of rooms, and the immediate Common Areas to which it has access are set forth in the schedule attached hereto and constituting a part hereof, marked "Exhibit I". The layout, location, Apartment Numbers and dimensions of the Apartments are shown on the Floor Plans and Plat Plan to which reference is made in the Schedule attached hereto and constituting a part hereof marked "Exhibit II". The boundaries of each Apartment and certain exceptions thereto are as follows:

a. Floors: The upper surface of the floor construction which in the case of the First and Second Floor is of precast concrete planks, and in the case of the Ground Floor, of concrete.

b. Ceiling: With respect to the Ground and First Floor, the plane of the lower surface of the precast concrete planks of the floor above; with respect to the Second Floor, the plane of the lower surface of the bottom chords of the roof trusses.

c. Exterior Building Walls, Doors and Windows: (i) as to exterior building walls, the plane of the interior surface of the wall studs or wall strapping, as the case may be, (ii) as to the doors, the exterior surface thereof, and (iii) as to the windows and glass sliding doors, the exterior surface of the glass and of the window or door frames, as the case may be.

d. Interior Walls: (i) forming a part of the Apartment perimeter - the plane of the surface of the wall studs or wall strapping, as the case may be, facing into the respective Apartments; (ii) subdividing Apartments - each Apartment is subdivided by two parallel walls perpendicular to the central common corridors, as to these walls, which are bearing walls, the boundaries shall be the two plans of the opposite surfaces of the studs of each wall facing towards the rooms formed by these walls. Notwithstanding the foregoing, the door openings, door frames and door, if any, in such walls shall be a part of the Apartments in which the same are located.

There is also included as a part of each Apartment (i) all recessed lighting fixtures, vent fans, electrical switches and other electrical appliances set into the walls and ceilings of such Apartment, (ii) all parts of the electrical system of the Building serving such Apartment exclusively commencing with the Apartment load centers, so-called, and (iii) all parts of other utility systems, including but not limited to sewage, hot and cold water, air ducts, telephone and cable T.V. systems serving such Apartment exclusively and all appliances and fixtures connected thereto which serve such Apartment exclusively whether or not within the boundaries of such Apartment as otherwise described.

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There is also included as a part of each Apartment the metal flue leading from the fireplace located in said Apartment to the roof of the Building; said flue to be measured from its interior surfaces.

(4) Maintenance of Apartments

Maintenance, repair and replacement of individual Apartments shall be the obligation of the respective Apartment Owners, subject to the provisions of the Act and of Article VIII of the By-Laws and provided that any such maintenance, repair or replacement of portions of utility systems hereinabove made a part of individual Apartments by virtue of the fact that they serve the same exclusively, but which are not otherwise within the boundaries of such Apartments as defined in subsections (a) through (d) of Section 3 of this Declaration shall be carried out by the Association in the same manner as the maintenance, repair or replacement of Common and Limited Common Areas and Facilities, except that the cost of the same shall be charged to the Apartment of which said portions of utility systems form a part in the same manner as provided in said Article VIII.

(5) Common Areas and Facilities

The Common Areas and Facilities consist of the following:

- a. The Land, subject to and with the benefit of, as the case may be, all rights, easements, restrictions, covenants and agreements presently of record insofar as the same may now or hereafter be in force and applicable.
- b. The concrete pad and foundations of the Buildings, structural posts, beams and supports, exterior building walls, any common walls, the entire area above the plane formed by the lower surface of the roof truss chords and the entire roof and all roof trusses whether above or below said plane.
- c. Installations of electrical, sanitary waste disposal, hot and cold water, telephone, cable T V. and all other utility systems to the extent that the same have not hereinbefore specifically been made a part of the respective Apartments, including all conduits, chutes, ducts, vents, plumbing, wiring and other facilities for the furnishing of utility services which although contained within the boundaries of an Apartment as otherwise described do not serve such Apartment exclusively.
- d. The yards, lawns, gardens, walk-ways, parking areas and other improvements thereon, and thereof, which may from time to time exist on the Land.
- e. Any part of, or area within the property, including without limitation, "Common Areas and Facilities" as defined in §1302 of the Act, not herein expressly made a part of an Apartment or of a Limited Common Area and Facility.

(6) Limited Common Areas and Facilities

The Limited Common Areas and Facilities consist of the following:

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a. The balconies located at the back of the Buildings at the First and Second Floor levels and the flagstone patios at the rear of the Buildings at Ground Floor level, the use of which is reserved to the owners and occupants of the Apartment to which each such balcony or deck is appurtenant.

b. Equipment storage areas, closets, trash storage area and appliances, if any, which are located within corridors and other areas which are part of the Common Areas and Facilities of a particular Unit as hereinbefore defined; the use of which is reserved to the owners or occupants of the Apartments of the Unit in which the same are located.

(7) Unity of Common Areas and Facilities

The Common Areas and Facilities and the Limited Common Areas and Facilities shall remain undivided. No Apartment Owner or any other person may bring any action for partition or division of any part thereof unless the Property has been removed from the provisions of the Act or otherwise made subject to partition by the provisions of the Act and this Declaration.

(8) Maintenance of Common Areas and Facilities

Maintenance, repair and replacement of the Common Areas and Facilities and of the Limited Common Areas and Facilities and the making of any additions or improvements thereto shall be carried out by the Association through its Board of Directors as provided in this Declaration and the By-Laws. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Apartment from time to time during reasonable hours, for the purpose of maintenance, repair or replacement of any of the Common Areas and Facilities therein or accessible therefrom and at any time for the purpose of making emergency repairs necessary to prevent damage to said Areas and Facilities, to such Apartment itself, or to any other Apartment or Apartments.

(9) Maintenance of Roads, Open Land and Common Utilities

The Association, as provided in this Declaration and in the By-Laws, shall share in the expenses of maintenance, repair and replacement of roads, and open land and of common utilities serving Liftside Condominiums, located within the Village at Smugglers' Notch, on a pro rata basis with others having the right, use and/or enjoyment of said roads, open land and common utilities.

(10) Value of Property and the Apartment, Percentage of Undivided Interest

The value of the Property and of each Apartment and the percentage of undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities appertaining to each Apartment and its owner for all purposes, including voting is set forth in the schedule attached hereto as Exhibit "III". The respective percentages of undivided interest in said Areas and Facilities shall not be separated from the Apartments to which they appertain and shall run with any interest in said Apartment conveyed or encumbered even though not expressly mentioned or described in the instrument conveying or encumbering the same.

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(11) Purposes and Restrictions

The Buildings and the Apartments therein are to be used solely for residential purposes, subject to restrictions, rules and regulations set forth in this Declaration or incorporated herein by reference, in the By-Laws and in the Administrative Rules, as all of the same may, from time to time, be amended.

(12) Association of Apartment Owners, Board of Directors, Initial Directors

a. The Association shall be composed of all of the Apartment Owners of the Liftside Condominiums acting as a group in accordance with the Act, this Declaration, the By-Laws and the Administrative Rules.

b. The rights, powers and obligations of the Association to the extent permitted by law and in accordance with the provisions of this Declaration, the By-Laws and the Administrative Rules shall be exercised and enforced by a Board of Directors (collectively the "Board of Directors"; individually a "Director") elected in accordance with the provisions of the By-Laws. The Board of Directors may, to the extent permitted by law, delegate some or all of these rights, powers and obligations to a manager (the "Manager") of its selection.

c. Initial Directors: Stanmar, as the sole owner of the property hereby appoints:

Gerard D. Goldstein
Robert Mulcahy
Stanley W. Snider

to act as Initial Directors until such time as a Board of Directors shall be elected and qualified as provided in the By-Laws. The Initial Directors shall have and exercise all of the rights, powers and obligations of the Board of Directors. Stanmar may remove or replace, from time to time, any Initial Director appointed hereunder and appoint his successor, until such time as the Board of Directors shall be elected and qualified as aforesaid, by notice thereof in writing signed by an officer of Stanmar, recorded with the Land Records of the said Town of Cambridge.

(13) Personal Liability of Directors and Apartment Owners; Indemnification

Except as otherwise provided herein, in the By-Laws or by law, neither the Directors nor the Manager nor their agents or employees shall have power to bind the Apartment Owners personally, and all Apartment Owners, and all persons, corporations or other entities extending credit to, contracting with, or having any claim against the Directors or the property of the Association shall look only to the funds and property of the Association for payment of such obligations or claims to the end that neither the Directors nor the Apartment Owners shall ever be personally liable therefor, except as specifically provided in this Declaration, in the By-Laws or by law. A Director, as such, shall be liable only for his own willful breach of duty,

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and no Director shall be liable except for his own acts. One or more Directors may, prior to taking any action required or permitted to be taken by him or them, demand and receive indemnification or security for the same from the Association in a form reasonably satisfactory to him or them. Except where a Director has willfully breached his duty hereunder, he shall be entitled to be indemnified both from the Association property and by the Apartment Owners against any liability incurred by him in the execution of his duties hereunder, including without limitation, liabilities in contract and in tort, and for damages, penalties and fines.

In every note or contract for the payment of money borrowed by, and in every other written contract of the Association, it shall be the duty of the Directors, the Manager, if any, and any agent expressly to stipulate that neither the Directors, as such or as officers of the Association nor any Manager or agent, nor the Apartment Owners shall be held to any personal liability under or by reason thereof; provided, however, that the failure to include such a provision shall not of itself invalidate any such document nor result in any personal liability to the Directors, the Apartment Owners or any such Manager or agent.

(14) Directors' Compensation

The Directors shall not be entitled to compensation for their services as Directors but shall be reimbursed for all reasonable out-of-pocket expenses incurred for the benefit of the Condominium.

(15) Amendment of By-Laws and Declaration

The Directors may from time to time alter or amend this Declaration and the By-Laws annexed hereto in any respect permitted by law, by written instrument executed and acknowledged by all of the Directors then serving and assented to by not less than seventy-five (75%) percent in interest of the Apartment Owners voting in person or by proxy at a meeting duly called for such purpose or at an Annual Meeting if notice of a proposed amendment is duly given in the call. Without otherwise limiting the generality of the foregoing, the undivided proportionate beneficial interest in the Common Areas and Limited Common Areas and Facilities of any Apartment Owner or his rights in any Limited Common Areas shall not be changed without the consent of all Apartment Owners expressed in an amended Declaration duly recorded as aforesaid. No amendment to this Declaration or the By-Laws shall affect any person other than the Directors or Apartment Owners, not having actual notice thereof until recorded in like manner as this Declaration.

(16) Directors, Apartment Owners, Etc. Dealing with Association

Any Director, Apartment Owner, Officer, Manager or agent of the Association or any firm, trust, corporation, concern or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary or otherwise, may sell to, buy from contract with, and otherwise deal with the Association as freely and effectually as though no interest or fiduciary relationship existed and the Directors hereunder shall have power to exercise or concur in exercising all powers and discretion given to them in this Declaration, the By-Laws or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, per-

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sonally or otherwise, in the mode, result or effect of exercising such powers or discretion.

(17) Termination, Dissolution

a. All of the Apartment Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded if the holders of all liens affecting any of the Apartments consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest of such Apartment Owner in the Property, as herein provided.

b. Upon removal of the Property from the provisions of the Act, the Property shall be considered to be owned in common by the Apartment Owners. The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest previously owned by said Owner in the Common Areas and Facilities and Limited Common Areas and Facilities.

c. Upon removal of the Property from the provisions of the Act, the Board of Directors may, if necessary, manage, deal with, sell and dispose of all property of the Association and all property acquired by the Board of Directors on behalf of the Apartment Owners, pursuant to the provisions of the Act or otherwise, including good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, an assignment or transfer of the securities or obligations of any partnership, association, trust or corporation and with power to distribute in such manner as they deem equitable, said property or the proceeds thereof in kind or cash or partly in kind and partly in cash, to and among the Apartment Owners in accordance with their respective undivided interests as herein set forth. As a condition of any distribution to the Apartment Owners, the Directors may require such indemnity or releases as they may deem necessary for their protection and may, before distribution, withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Association.

(18) Destruction or Damage to the Property, Repair or Other Disposition

a. In the event of the destruction or substantial damage to one or more of the Buildings, the Board of Directors shall determine in their reasonable discretion whether or not the loss resulting therefrom exceeds seventy-five percent (75%) of the value of the Buildings immediately prior to such destruction or damage and shall promptly notify all of the Apartment Owners

of such determination. If such loss, as so determined, does not exceed seventy-five percent (75%) of such value of the Buildings, the Board of Directors shall proceed with the necessary repairs, rebuilding or restoration in accordance with the provisions of Article IX of the By-Laws, provided, however, that if the funds available pursuant to said Article IX are, in the reasonable judgment of the Directors, insufficient to meet the entire cost of repair or restoration, the same shall be applied first to the repair or restoration of the Common and Limited Common Areas and Facilities and then pro rata to defray the cost of repair or restoration of damage to Apartments. Any expense incurred by the Directors in the repair

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or restoration of an individual Apartment in excess of funds available for that purpose as provided herein and in said Article IX shall be considered to have been incurred for the account of the Owner of said Apartment in the same manner as provided in Article VIII of the By-Laws.

b. If such loss, as so determined, does exceed seventy-five percent (75%) of such value of the Buildings the Board of Directors shall call a Special Meeting of the Association for the purpose of deciding whether or not to restore the building(s). Such Special Meeting shall be held as soon as reasonably practicable after the date of said damage or destruction, but in no event more than ninety (90) days thereafter. The building (s) shall be repaired, rebuilt or restored by the parties required to do so as above provided only upon affirmative vote of the Owners of not less than fifty-one percent (51%) in interest of the Apartments as set forth in Exhibit III of this Declaration, or the written assents of said Owners.

c. If within ninety (90) days of the date of damage or destruction exceeding seventy-five percent (75%) in value of the Buildings as above determined it is not decided by the Association to repair, reconstruct or rebuild the same as aforesaid:

(i) The Property shall be considered to be owned in common by the Apartment Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest in the Common Areas and Facilities previously appurtenant to the Apartment owned by said Apartment Owner;

(iii) Any liens affecting any of the Apartments shall be considered to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Apartment Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action for partition at the suit of any Apartment Owner, in which event the net proceeds of a sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Apartment Owners in a percentage equal to the percentage of undivided interest owned by each Apartment Owner in the Property, after first paying out of the respective shares of the Apartment Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Apartment Owner and the cost of repair, reconstruction, landscaping or restoration as hereinafter set forth in subparagraph (v);

(v) In the event that it is not determined by the Association to repair, reconstruct or rebuild the building(s), the same or any damaged portion thereof shall be demolished and the Land landscaped. Any portion of a building not thus demolished shall be repaired or reconstructed to the end that it shall form a complete architectural unit of the same structural quality as the entire building as originally built and any remaining buildings and as like thereto in appearance as is practicable. In the event that an action for partition is brought as hereinbefore set forth, the Association shall nevertheless cause the building(s) to be demolished or repaired and the Land to be land-

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scaped as herein required and the cost of such demolition, repair, reconstruction or landscaping shall be deducted from the respective shares of the Apartment Owners to the extent sufficient for the purposes, before any distribution. Each Owner shall be personally liable for a pro rata share, based on his interest in the Common Areas and Facilities, of such cost to the extent that the same exceeds the funds available from the sale of the Property. This Section 18 c (v) shall not be amended without the written assent of Stanmar, Inc., a Massachusetts corporation with a principal place of business in Sudbury, Massachusetts.

(19) Service of Process

Service of Process in those cases provided in Chapter 15 shall be made upon: A. Ronald Thompson, General Manager, Village at Smugglers' Notch, Jeffersonville, Vermont.

(20) Conclusiveness of Instruments

Any instrument or other document signed by all of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Liftside Condominiums shall be binding upon the Condominiums and the Association and conclusive as to the authority of the Directors with respect to the same as to all persons without knowledge relying thereon.

(21) Directors Certificates

A certificate signed by a majority of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Liftside Condominiums and recorded with said Land Records setting forth any vote adopted by the members of the Association as such and as Apartment Owners or the Board of Directors shall be binding and conclusive as to all persons dealing with the Association and the Condominiums in reliance thereon.

(22) Invalidity

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and in the event that any provision shall be found to be invalid all of the other provisions of this Declaration shall continue in full force and effect as if said invalid provision had never been included herein.

(23) Waiver

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

(24) Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way should the same be construed to define, limit or describe the scope of this Declaration or the intent of any provision herein contained.

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(25) Conflicts

This Declaration is intended to be in full compliance with the requirements of the Condominium Ownership Act. In the event that any of the provisions herein contained shall be found to be in conflict with the provisions of said Act, the latter shall control.

IN WITNESS WHEREOF, said Stanmar, Inc. has caused these presents to be executed and acknowledged in its name and on its behalf by Stanley W. Snider, its duly authorized agent this 4th day of August, 1977.

IN PRESENCE OF:

STANMAR, INC.

Phyllis Totter
Stanley W. Snider

By

Stanley W. Snider, President and Duly
 Authorized Agent

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX) SS.

At Sudbury, this 7th day of August, 1977, personally appeared Stanley W. Snider, a duly authorized agent of Stanmar, Inc. and acknowledged this instrument by him subscribed to be his free act and deed and the free act and deed of said Stanmar, Inc.

Before me,

Francis K. Quinn
 Notary Public

My Commission Expires: Oct. 23, 1981

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EXHIBIT I
TO
DECLARATION OF CONDOMINIUM
LIFTSIDE CONDOMINIUMS

<u>Apt. No.</u>	<u>Location</u>	<u>Approx. Area in Square Ft.</u>	<u>Number of Rooms</u>	<u>Immediate Common Area</u>
L-1	Building 1 Unit I	1375	4 Rooms 2 Baths	Ground Floor Corridor
L-2	Building 1 Unit I	535	2 Rooms 1 Bath	Ground Floor Corridor
L-3	Building 1 Unit I	535	2 Rooms 1 Bath	Ground Floor Corridor
L-4	Building 1 Unit I	982	3 Rooms 1 Bath	Ground Floor Corridor
L-5	Building 1 Unit I	1375	4 Rooms 2 Baths	First Floor Corridor
L-6	Building 1 Unit I	535	2 Rooms 1 Bath	First Floor Corridor
L-7	Building 1 Unit I	535	2 Rooms 1 Bath	First Floor Corridor
L-8	Building 1 Unit I	982	3 Rooms 1 Bath	First Floor Corridor
L-9	Building 1 Unit I	1375	4 Rooms 2 Baths	Second Floor Corridor
L-10	Building 1 Unit I	535	2 Rooms 1 Bath	Second Floor Corridor
L-11	Building 1 Unit I	535	2 Rooms 1 Bath	Second Floor Corridor
L-12	Building 1 Unit I	982	3 Rooms 1 Bath	Second Floor Corridor
L-13	Building 1 Unit II	1375	4 Rooms 2 Baths	Ground Floor Corridor
L-14	Building 1 Unit II	535	2 Rooms 1 Bath	Ground Floor Corridor
L-15	Building 1 Unit II	535	2 Rooms 1 Bath	Ground Floor Corridor
L-16	Building 1 Unit II	982	3 Rooms 1 Bath	Ground Floor Corridor
L-17	Building 1 Unit II	1375	4 Rooms 2 Baths	First Floor Corridor

DAVISON ASSOCIATES, INC.

APPROXIMATE CORPORATION

ATTORNEYS AT LAW

MOUNTAIN ROAD

P.O. BOX 969

STOW, VERMONT 05672

1

(802) 271-4435

Apt. No.	Location	Approx. Area in Square Ft.	Number of Rooms	Immediate Common Area
L-18	Building 1 Unit II	535	2 Rooms 1 Bath	First Floor Corridor
L-19	Building 1 Unit II	535	2 Rooms 1 Bath	First Floor Corridor
L-20	Building 1 Unit II	982	3 Rooms 1 Bath	First Floor Corridor
L-21	Building 1 Unit II	1375	4 Rooms 2 Baths	Second Floor Corridor
L-22	Building 1 Unit II	535	2 Rooms 1 Bath	Second Floor Corridor
L-23	Building 1 Unit II	535	2 Rooms 1 Bath	Second Floor Corridor
L-24	Building 1 Unit II	982	3 Rooms 1 Bath	Second Floor Corridor
L-25	Building 2 Unit III	1375	4 Rooms 2 Baths	Ground Floor Corridor
L-26	Building 2 Unit III	535	2 Rooms 1 Bath	Ground Floor Corridor
L-27	Building 2 Unit III	535	2 Rooms 1 Bath	Ground Floor Corridor
L-28	Building 2 Unit III	982	3 Rooms 1 Bath	Ground Floor Corridor
L-29	Building 2 Unit III	1375	4 Rooms 2 Baths	First Floor Corridor
L-30	Building 2 Unit III	535	2 Rooms 1 Bath	First Floor Corridor
L-31	Building 2 Unit III	535	2 Rooms 1 Bath	First Floor Corridor
L-32	Building 2 Unit III	982	3 Rooms 1 Bath	First Floor Corridor
L-33	Building 2 Unit III	1375	4 Rooms 2 Baths	Second Floor Corridor
L-34	Building 2 Unit III	535	2 Rooms 1 Bath	Second Floor Corridor
L-35	Building 2 Unit III	535	2 Rooms 1 Bath	Second Floor Corridor
L-36	Building 2 Unit III	982	3 Rooms 1 Bath	Second Floor Corridor

DAVISON ASSOCIATES, INC.

A PROFESSIONAL CORPORATION

VERMONT, U.S.A.

MOUNTAIN ROAD

PO BOX 960

STOWE, VERMONT 05672

(902) 253-4808

<u>Apt. No.</u>	<u>Location</u>	<u>Approx Area in Square Ft.</u>	<u>Number of Rooms</u>	<u>Immediate Common Area</u>
L-37	Building 2 Unit IV	1375	4 Rooms 2 Baths	Ground Floor Corridor
L-38	Building 2 Unit IV	535	2 Rooms 1 Bath	Ground Floor Corridor
L-39	Building 2 Unit IV	535	2 Rooms 1 Bath	Ground Floor Corridor
L-40	Building 2 Unit IV	982	3 Rooms 1 Bath	Ground Floor Corridor
L-41	Building 2 Unit IV	1375	4 Rooms 2 Baths	First Floor Corridor
L-42	Building 2 Unit IV	535	2 Rooms 1 Bath	First Floor Corridor
L-43	Building 2 Unit IV	535	2 Rooms 1 Bath	First Floor Corridor
L-44	Building 2 Unit IV	982	3 Rooms 1 Bath	First Floor Corridor
L-45	Building 2 Unit IV	1375	4 Rooms 2 Baths	Second Floor Corridor
L-46	Building 2 Unit IV	535	2 Rooms 1 Bath	Second Floor Corridor
L-47	Building 2 Unit IV	535	2 Rooms 1 Bath	Second Floor Corridor
L-48	Building 2 Unit IV	982	3 Rooms 1 Bath	Second Floor Corridor
L-49	Building 2 Unit V	1375	4 Rooms 2 Baths	Ground Floor Corridor
L-50	Building 2 Unit V	535	2 Rooms 1 Bath	Ground Floor Corridor
L-51	Building 2 Unit V	535	2 Rooms 1 Bath	Ground Floor Corridor
L-52	Building 2 Unit V	982	3 Rooms 1 Bath	Ground Floor Corridor
L-53	Building 2 Unit V	1375	4 Rooms 2 Baths	First Floor Corridor
L-54	Building 2 Unit V	535	2 Rooms 1 Bath	First Floor Corridor
L-55	Building 2 Unit V	535	2 Rooms 1 Bath	First Floor Corridor
L-56	Building 2 Unit V	982	3 Rooms 1 Bath	First Floor Corridor

DAVISON ASSOCIATES, INC.

CORPUS CHRISTI CORPORATION

ALDERMAN STREET

MOBILE, ALABAMA

P.O. BOX 990

ALDERMAN STREET, MOBILE, ALABAMA 36682

MOBILE, ALABAMA 36682

<u>Apt. No.</u>	<u>Location</u>	<u>Approx. Area in Square Ft.</u>	<u>Number of Rooms</u>	<u>Immediate Common Area</u>
L-57	Building 2 Unit V	1375	4 Rooms 2 Baths	Second Floor Corridor
L-58	Building 2 Unit V	535	2 Rooms 1 Bath	Second Floor Corridor
L-59	Building 2 Unit V	535	2 Rooms 1 Bath	Second Floor Corridor
L-60	Building 2 Unit V	982	3 Rooms 1 Bath	Second Floor Corridor

EXHIBIT II
TO
DECLARATION OF CONDOMINIUM
LIFTSIDE CONDOMINIUMS

Reference is hereby made to the Lot Plan and Floor Plans of the Liftside Condominiums, as hereinafter set forth, filed with the Land Records of the Town of Cambridge, Lamoille County, Vermont with the Declaration of Condominium of the Liftside Condominiums to which this Exhibit II is annexed:

1. "Plan of Lot AA-9 Showing Buildings, Utilities and a Portion of the Revised Woodrun Road in the Core Area of The Village at Smugglers' Notch, Cambridge, Vermont, scale 1 inch = 50 feet, dated May, 1977, prepared by J. P. R. Associates, Inc., Land Surveyors, Stowe, Vermont" and recorded at Page _____ of Map Book 3 of the Cambridge Land Records.
2. "Liftside Condominiums Lot AA-9 The Village at Smugglers' Notch, Cambridge, Vermont, Stanmar, Inc., Sudbury, Ma., scale 1" = 1000', dated 6/20/77".
3. "Liftside Condominiums, The Village at Smugglers' Notch, Cambridge, Vermont, Building Unit Plan, scale 1/8" = 1'-0", dated 4/14/77, revised 6/22/77", and prepared by Robert R. Dion Associates, Inc. Twenty-Two Union Avenue, Sudbury, Massachusetts.
4. "Liftside Condominiums, The Village at Smugglers' Notch, Cambridge, Vermont, Ground Floor Plan, dated 4/14/77, revised 6/22/77" and prepared by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts.
5. "Liftside Condominiums, The Village at Smugglers' Notch, Cambridge, Vermont, First Floor Plan, dated 4/14/77, revised 6/15/77" and prepared by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts.
6. "Liftside Condominiums, The Village at Smugglers' Notch, Cambridge, Vermont, Second Floor Plan Door Schedule, dated 4/14/77, revised 6/28/77 and prepared by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts.

EXHIBIT III
TO
DECLARATION OF CONDOMINIUM
LIFTSIDE CONDOMINIUMS

Apt. No.	Value	Percentage of Undivided Interest
Building 1		
Unit I		
L 1	\$ 54,900	2.0725
2	36,900	1.3930
3	36,900	1.3930
4	47,900	1.8082
5	54,900	2.0725
6	36,900	1.3930
7	36,900	1.3930
8	47,900	1.8082
9	54,900	2.0725
10	36,900	1.3930
11	36,900	1.3930
12	47,900	1.8082
Unit II		
L 13	\$ 54,900	2.0725
14	36,900	1.3930
15	36,900	1.3930
16	47,900	1.8082
17	54,900	2.0725
18	36,900	1.3930
19	36,900	1.3930
20	47,900	1.8082
21	54,900	2.0725
22	36,900	1.3930
23	36,900	1.3930
24	47,900	1.8082
Building 2		
Unit III		
L 25	\$ 54,900	2.0725
26	36,900	1.3930
27	36,900	1.3930
28	47,900	1.8082
29	54,900	2.0725
30	36,900	1.3930
31	36,900	1.3930
32	47,900	1.8082
33	54,900	2.0725
34	36,900	1.3930
35	36,900	1.3930
36	47,900	1.8082

DAVISON ASSOCIATES, INC.

APPROXIMATE CORPORATION

SUTHERLAND, ILLINOIS

SOUTHWESTERN

P.O. BOX 900

ALTON, ILLINOIS 62002

0002-21-00-00

Apt. No.	Value	Percentage of Undivided Interest
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Unit IV

L 37	\$54,900	2.0725
38	36,900	1.3930
39	36,900	1.3930
40	47,900	1.8082
41	54,900	2.0725
42	36,900	1.3930
43	36,900	1.3930
44	47,900	1.8082
45	54,900	2.0725
46	36,900	1.3930
47	36,900	1.3930
48	47,900	1.8082

Unit V

L 49	\$54,900	2.0725
50	36,900	1.3930
51	36,900	1.3930
52	47,900	1.8082
53	54,900	2.0725
54	36,900	1.3930
55	36,900	1.3930
56	47,900	1.8082
57	54,900	2.0725
58	36,900	1.3930
59	36,900	1.3930
60	47,900	1.8077

Cambridge Town Clerk's Office Received for Record September 1 A.D. 1977 at 3 o'clock 55 minutes P.M.

Attest:

James H. Porter
Town Clerk

BY-LAWS

OF

THE LIFTSIDE CONDOMINIUMS

ARTICLE I*

Name, Location and Common Seal

Section 1. Name. The name of this Association of Apartment Owners of The Liftside Condominiums (Condominiums established under authority of Title 27, Chapter 15 of Vermont Statutes Annotated (hereinafter "the Act") is the Liftside Condominiums Association (hereinafter "the Association"). The Property comprising the Condominium was submitted to the provisions of the Act by Declaration of Condominium dated August 9, 1977 and to be recorded with the Town Clerk of Cambridge, Lamoille County, Vermont, to which Declaration a true copy of these By-Laws will be affixed upon recording.

Section 2. Location. The principal office of the Association will be: The Offices of Stanmar, Inc., Village at Smugglers Notch, Jeffersonville, Vermont.

Section 3. Common Seal. The Association may from time to time adopt a common seal.