

DECLARATION
OF
NORDLAND VILLA CONDOMINIUM
(As Amended September 1986.)
ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.01. Submission of Property; Creation. Stanmar, Inc., a Massachusetts corporation having a place of business in Sudbury, Middlesex County, Massachusetts (the "Declarant"), owner in fee simple of the lands described in Exhibit D, located in the Town of Cambridge, County of Lamoille and State of Vermont (the "Land"), hereby submits the Land, together with all easements, rights and appurtenances thereto (the "Property"), to the provisions of Chapter 15 of Title 27 of the Vermont Statutes Annotated, known as the Vermont Condominium Ownership Act (the "Act"), and hereby creates with respect to the Property a condominium, to be known as Nordland Villa Condominium (the "Condominium").

Section 1.02. Definitions. Each capitalized term used herein without definition shall have the meanings specified in the By-Laws of the Nordland Villa Condominium Association (the "Association") attached as Exhibit C (the "By-Laws"), as it may be amended from time to time, or as provided in the Act.

ARTICLE II

BUILDING ON THE LAND; UNIT BOUNDARIES AND DESCRIPTIONS.

Section 2.01. Number and Location of Building. The location of the Building on the Land is depicted on Exhibit A.

Section 2.02. Description of Building. The Building is a combination of steel, wood, precast concrete and masonry construction on a concrete and masonry foundation. The ground, or basement, floor is slab on grade. The main, or first floor is slab on grade or precast concrete plank. The second floor is precast concrete plank and the loft floor is wood framing. The exterior of the Building is covered with vertical and diagonal wood boarding with wood trim, and the roof is covered with asphalt shingles.

The ground floor contains the Commercial Space Unit; it is contemplated that the Commercial Space Unit will be used for commercial purposes. In addition to the Commercial Space Unit, the ground floor also contains the laundry room and general storage rooms; all of the ground floor level are Common Elements except the Commercial Space Unit.

There are 15 Apartment units on the main floor and 16 Apartment Units on the second floor; each second floor Apartment Unit is benefited by a loft. Both the main and second floors also have a trash compactor room and maids closets in addition to corridor space. There are balconies on the second floor level, and the Apartment Units on the first floor are serviced by wood decks.

Section 2.03. Description of Units; Allocation. The location of all Units within the Building is shown on the "Plans" attached as Exhibits A and B. There are two types of Units in the Building: Apartment Units, of which there are 31, and the Commercial Space Unit; together, the Apartment Units and the Commercial Space Unit are referred to as "Units". The plans set forth, as to each Unit, its layout, location, Unit number and dimensions. See Exhibits A and B. The Commercial Space Unit is located in the basement level. Exhibit E is a list of all Units, the identifying number of each Apartment Unit, the value of the Property and each Unit and the percentage of undivided interest in the Common Areas and Facilities (the "Common Elements") including voting, allocated to each Unit. The location of the Common Elements to which each Unit has direct access are shown on Exhibit A; balconies, terraces, and fences, if any, shown adjacent to any Unit are Limited Common Areas and Facilities ("Limited Common Elements") appurtenant to such Unit.

Section 2.04. Unit Boundaries. Each Unit consists of the space within the following boundaries:

(a) Upper and lower (horizontal) boundaries:

The upper and lower boundaries of the Apartment shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) upper boundary: The horizontal plane of the bottom surface of the precast concrete planks on the first floor for the commercial Space Unit, the bottom surface of the precast concrete planks on the second floor for Apartment Units on the main floor, and the bottom chords of the roof trusses on the loft floor for the second level Apartment Units.

(ii) lower boundary: The horizontal plane of the top surface of the subflooring.

(b) Vertical (perimetric) boundaries: The vertical boundaries of the Units shall be the surface of the wall studs or strapping bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

(c) If any chute, fire duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of any Unit, any portion thereof serving only that unit is a Limited Common Element allocated solely to that Unit, and any portion of the Common Element is a part of the Common Elements. Subject to the foregoing, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(d) Any shutters, awnings, windowboxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows, equipment storage areas, closets or other fixtures or improvements designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

ARTICLE III

COMMON AREAS AND FACILITIES

Section 3.01. Limited Common Elements. A Limited Common Element is a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units.

Section 3.02. Common Areas and Facilities. The Common Elements are all the Property depicted on Exhibits A and B except Apartment Units, the Commercial Space Unit and Limited Common Elements. The Common Elements shall remain undivided and shall be devoted to the common use and enjoyment of all Unit owners. No Unit owner nor any other person shall maintain any action for partition or division thereof, unless the Property has been removed from the provisions of this Declaration pursuant to the Act. Each Unit owner may use the respective Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Unit owners. The Common Elements include, without limitation, the following:

- (a) the Land described in Exhibit D, including the real estate upon which the Building and other improvements are located, together with the benefit of, and subject to, all rights, easements, restrictions and agreements recorded in the Land Records of the Town of Cambridge;
- (b) all portions of the building, except those portions identified as Apartment Units, and Limited Common Elements; and the Commercial Space Unit; and
- (c) all improvements other than the Building and Limited Common Elements.

Section 3.03. Leased Land. (*Amended September 1986.*) All else in this Declaration notwithstanding, portions of the Land may be leased by the Board of Directors to Smugglers' Notch Food and Beverage Condominium., Inc. for the installation and maintenance of a hot tub as the Directors may deem most appropriate.

ARTICLE IV

USE RESTRICTIONS

Section 4.01. Apartment Units.

- (a) Each Apartment Unit shall be used solely for residential purposes and no trade or business of any kind may be carried on therein; (the lease, establishment of Interval Shares in an Apartment Unit or the rental of any Apartment Unit for residential purposes shall not be considered to be carrying on of a trade or business).
- (b) The Declarant reserves the right to use or maintain any Apartment Unit as sales office, management office or model until such time as the Declarant conveys the title thereto.

Section 4.02. Commercial Space Unit. The Commercial Space Unit is intended and shall be primarily used for commercial purposes and for professional and business offices.

Section 4.03. Alterations. No improvement or alteration to any Apartment Unit may be made which would impair the structural integrity or mechanical systems or lessen the support of any portion of the Land or the Building. Without the prior consent of the Association, the appearance of the Common Elements or the exterior appearance of any Apartment Unit or the

Building may not be changed. No Apartment Unit may be subdivided or converted into two or more Units.

Section 4.04. Interval Shares. Prior to its sale thereof, the Declarant may commit an apartment to Interval Shares upon the recording of a declaration thereof with the Town Clerk of the Town of Cambridge. For the purposes of this Declaration, an Interval Share means an estate in land (a) conferring the exclusive right to occupancy and possession of the Apartment Unit during a finite number of separated time periods of fixed duration, together with a vested estate in fee simple in the remainder interest in the Apartment Unit or (b) in fee simple coupled with the exclusive right to occupy and possess the Apartment Unit during a potentially infinite number of separated time periods of fixed duration. An Interval Share is not created by a mere contractual right to exclusive occupancy and possession for any separated time period. For the purposes of this Declaration, "Apartment Unit Owner" shall mean, as to an Apartment Unit committed to Interval Shares, all of the owners of Interval Shares.

Section 4.05. Interference with Others. No Apartment Unit shall be used or maintained in a manner which shall interfere with the comfort or convenience of occupants of other Apartment Units or the provisions of the By-Laws.

ARTICLE V

EASEMENTS

Section 5.01. Easement for Access. Each Unit owner is hereby granted an easement, in common with each other Unit owner, in all Common Elements, for ingress to and egress from, utility service for, and support, maintenance and repair of each Unit, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Section 5.02. Easement for Encroachment. To the extent that any Unit or Common Element encroaches on any other Unit or Common Elements, an easement for the encroachment shall exist.

Section 5.03. Easement for Completion. The Declarant hereby reserves an easement through the Common Elements for the purpose of completing improvements described in this Declaration or to make improvements described in this deed or to make improvements in the Condominium and to erect and remove signs advertising the Condominiums.

Section 5.04. Upkeep of Condominium. The Association shall be responsible for maintenance, repair and replacement of the Common Elements and each Unit owner shall be responsible for the maintenance, repair and replacement of his Unit. Each Unit owner shall afford to the Association and the other Unit owners, and to their agents or employees, access across his Unit reasonably necessary for those purposes. If damage is inflicted on the Common

Elements or any Unit through which access is taken, the Unit owner responsible for the damage, or the Association, if it is responsible, shall promptly repair such damage.

Section 5.05. Roads, Open Lands; Utilities. The Association shall share in the expense and cost of maintenance, repair and replacement of the roads, open lands and utilities serving the Condominium located within The Village at Smugglers' Notch on a pro rata basis with others having the right of use or enjoyment of such facilities.

ARTICLE VI

DAMAGE OR DESTRUCTION

Section 6.01. Common Elements. Any portion of the Common Elements which is damaged or destroyed shall be promptly repaired or replaced by the Association unless

- (a) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or
- (b) the Condominium is terminated.

Section 6.02. Units.

(a) If any portion of the Building in which a Unit is located shall be damaged or destroyed, the damaged portion shall be promptly repaired or replaced by the Association unless:

- (i) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or
- (ii) 80 percent of the Unit owners, including the owner of a Unit and the owner of any Limited Common Elements which will not be rebuilt, vote not to rebuild, or
- (iii) the Condominium is terminated.

(b) In the event that the damage or destruction is limited to the interior of a Unit or a Limited Common Elements, then the owner of the Unit or Limited Common Elements, as the case may be, shall promptly repair or replace the damaged portion.

Section 6.03. Insurance. The Association shall maintain, to the extent available, property insurance on the Common Elements and Units, exclusive of betterments and improvements installed in Units by Unit owner, insuring against all risks of direct physical loss commonly insured against and comprehensive general liability insurance, all in such amounts as the Association shall determine from time to time. Any loss covered by insurance shall be adjusted by the Association which shall hold the proceeds in trust for the Unit owners and lien holders as their interests may appear; in the event of repair or replacement, the proceeds shall be disbursed first for repair or replacement. The cost of repair or replacement in excess of insurance proceeds and reserves, if any, shall be a Common Expense.

ARTICLE VII

CONDEMNATION

Section 7.01. Common Elements. If any portion of the Common Elements is taken by condemnation, the Condominium shall not terminate unless 80 percent of the Unit Owners so vote. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements before the condemnation, but the portion of an award attributable to the acquisition of a Limited Common Element shall be divided equally among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 7.02. Units. Upon acquisition by condemnation of any Unit or such a part of a Unit that the Unit owner is left with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, that Unit's entire Common Element interest shall be reallocated to the remaining Units in proportion to the respective interests of those Units prior to condemnation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. The Common Elements interest of a Unit prior to condemnation, and any remnant of a Unit remaining after part of a Unit is taken, thereafter shall be a Common Element.

ARTICLE VIII

THE ASSOCIATION

Section 8.01. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed by its By-Laws, as it may be amended from time to time.

Section 8.02. Membership. The membership of the Association shall at all times consist exclusively of all the Unit owners or, following termination of the Condominium, of all former Unit owners. All of the Apartment Unit owners shall be Class A members, and the owner of the Commercial Space Unit shall be the Class B member.

Section 8.03. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or appropriate to manage the business and affairs of the Condominium.

ARTICLE IX

AMENDMENTS

Section 9.01. Generally. Except as otherwise provided in Section 9.04, this Declaration may be amended only by vote or agreement of at least 75 percent of the votes, by number, of each class of Unit owners. Every amendment shall be prepared, executed, recorded and certified

by the Association and shall be effective only when recorded in the Land Records of the Town of Cambridge.

Section 9.02. Individual's Consent. No amendment which alters the dimensions of any Unit or which alters the percentage of the Common Element interest to which any Unit is entitled shall be valid unless the same has been signed by the Unit owner so affected.

Section 9.03. Statutory Compliance. No instrument of amendment which alters this Declaration in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be valid.

Section 9.04. Amendment by Declarant. Notwithstanding the provisions of Section 9.01, this Declaration may be amended by the Declarant, without the consent of any other Apartment Owner (a) prior to the sale by the Declarant of 50 percent of the Apartment Units, or (b) in order to comply with any provision of law; and any such amendment, upon execution and certification by the Declarant and recording by the Town Clerk of the Town of Cambridge, shall be effective upon recording.

ARTICLE X

MISCELLANEOUS

Section 10.01. Invalidity. If any provisions of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provisions, and to this end the provisions of this Declaration are severable.

Section 10.02. 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 10.03. Headings. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 10.04. Right of First Refusal. No Apartment Unit may be conveyed, sold or leased to any person on any terms unless at least 45 days prior to such conveyance the Apartment Unit shall have been offered to the Declarant, its successors or assigns on the same terms and conditions and the Declarant shall not have accepted such offer within 15 days after its receipt. Notice shall be in writing, addressed to the Declarant and shall include the name and address of the offeror, the date of the offer and the amount and terms thereof. Acceptance or waiver by the Declarant shall be in writing in form satisfactory for recording in the Land Records of the Town of Cambridge. The foregoing shall not apply to a mortgagee of record of a Unit or to foreclosure sales or deeds in lieu of foreclosure if a mortgagee becomes the owner of a Unit at a foreclosure sale.

Section 10.05. Termination. This Declaration, as it may be amended from time to time, may be terminated as provided by law.

Section 10.06. Agent. The person who shall receive service of process as required by the Act is Robert T. McGrath and his place of business is The Village at Smugglers' Notch, Cambridge, Vermont.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its President and duly authorized agent this 24th day of November, 1980.

WITNESSES: STANMAR, INC.

Patricia V. Quinn

Stanley W. Snider, President

Richard Brutti

STATE OF MASSACHUSETTS
MIDDLESEX COUNTY, SS.

Personally appeared Stanley Snider and he acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of Stanmar, Inc. this 24th day of November, 1980.

Before me,

Irene F. Barney
Notary Public

EXHIBIT D

THE LAND

Being a piece or parcel of land, with the building, structures and improvements thereon, located on the northerly side of Woodrun Road, so-called, in The Village at Smuggler's Notch in Cambridge, Vermont, and being all of Lot AA-11 as shown and set forth on a plan of land entitled

Plan of Revised Lot AA-11
in the Core Area of
The Village at Smugglers' Notch
Cambridge, Vermont

prepared by JPR Associates, dated March, 1980, recorded in Volume 4, Page 62 of the Map Records of the Town of Cambridge.

Said piece or parcel of land is more particularly described as follows:

Beginning at a point on the southwesterly sideline of Woodrun Road to the northeasterly corner of Lot AA-10 (Slopeside); thence $S79^{\circ}55'00''E$ 148.24 feet along the southwesterly sideline of Woodrun road to a point; thence by a curve to the left a radius of 296.80 feet, a length of 44.75 feet along the southerly sideline of Woodrun Road to a point, which is approximately 38 feet northerly of the northwest corner of the existing pump house; thence $S1^{\circ}26'40''W$ 39.76 feet; thence $S35^{\circ}09'30''E$ 40.76 feet to a pint, at land of Madonna Village, Inc.; thence $S20^{\circ}20'50''W$ 25.72 feet to an iron rod; thence $S45^{\circ}13'30''W$ 181.00 feet; thence $N44^{\circ}46'30''W$ 15.00 feet along lands of Stanmar, Inc. to the southeasterly corner of Lot AA-10 (Slopeside); thence $N5^{\circ}39'10''W$ 119.94 feet; thence $S84^{\circ}20'50''W$ 40.43 feet; thence $N5^{\circ}39'40''W$ 129.78 feet to the point of beginning.

Reference is made to (a) a deed of Madonna Village, Inc., dated September 18, 1973, to the Smugglers' Notch Corporation, recorded in Volume 49, Page 369 of the Land Records of the Town of Cambridge, (b) a deed of Madonna Village, Inc., dated September 18, 1973, to Stanmar, Inc., recorded in Volume 49, Page 365 of the Land Records of the Town of Cambridge; (c) a confirmatory deed of Madonna Village, Inc., dated November 14, 1973, to Stanmar, Inc. and (d) a deed of the Smugglers' Notch Corporation, dated October 31, 1974, to Stanmar, Inc., recorded in Volume 49, Pate 492A of the Land Records of the Town of Cambridge.

EXHIBIT E

ALLOCATION OF VALUE AND PERCENTAGE INTERESTS

<u>UNIT NUMBER</u>	<u>VALUE</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST</u>
N 01	\$54,900	2.819
N 02	54,900	2.819
N 03	54,900	2.819
N 04	54,900	2.819
N 05	54,900	2.819
N 06	54,900	2.819
N 07	54,900	2.819
N 08	54,900	2.819
N 09	54,900	2.819
N 10	56,900	2.922
N 11	56,900	2.922
N 12	56,900	2.922
N 13	56,900	2.922
N 14	56,900	2.922
N 15	56,900	2.922
N 16	67,900	3.487
N 17	67,900	3.487
N 18	67,900	3.487
N 19	67,900	3.487
N 20	67,900	3.487
N 21	67,900	3.487
N 22	67,900	3.487
N 23	67,900	3.487
N 24	67,900	3.487
N 25	67,900	3.487
N 26	67,900	3.487
N 27	67,900	3.487
N 28	67,900	3.487
N 29	67,900	3.487
N 30	67,900	3.487
N 31	67,900	3.487
<u>Commercial Space</u>	<u>\$25,000</u>	<u>1.305</u>
32 Units	\$1,946, 900	100.000

Cambridge Town Clerk's Office Received For Record December 22, A.D. 1980 at 1 o'clock 45 minutes.

Attest: _____

Town Clerk