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VERMONT TECHNOLOGY PARK
ST. ALBANS, VERMONT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 15th. day of March, 1993, by J. Philip Gerbode ("Developer").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of land in the Town of St. Albans, County of Franklin, State of Vermont, depicted as Lots 1-12 on a plan entitled, "S-1 - Master Plan - Vermont Technology Park - St. Albans, Vermont" by Cross Consulting Engineers, dated June 12, 1992, (revised October 6, 1992) and recorded in Plat Cabinet Slide 165 of the Land Records of the Town of St. Albans; and

WHEREAS, the Developer wishes to insure the orderly development of the Vermont Technology Park; and

WHEREAS, the Developer also wishes to mitigate the possibility of intrusive visual impacts to the traveling motorist on Interstate 89; and

WHEREAS, the Developer desires to implement the aforementioned objectives by subjecting the Lots in the Vermont Technology Park to certain covenants, conditions and restrictions.

NOW, THEREFORE, the Developer declares that the Property is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

Section 1: "Association" shall mean and refer to the Vermont Technology Park Association, Inc., a Vermont non-profit corporation.

Section 2: "Developer" shall mean and refer to J. Philip Gerbode or his successor as the fee simple owner of the Property or portion thereof, prior to the transfer of all of the Lots to the individual Owners.

Section 3: "Lot" shall mean one or more of the 12 Lots depicted on the Plan.

Section 4: "Open Space" shall mean and refer to that portion of the Property which is being conveyed to the Association for open space.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Technology Park - St. Albans, Vermont" by Cross Consulting Engineers, dated June 12, 1992 (revised October 6, 1992).

Section 7: "Property" shall mean and refer to the Vermont Technology Park as depicted on the Plan, including all of the Lots.

ARTICLE II DEVELOPER REVIEW

Section 1: Prior to applying for an amendment to Land Use Permit No. 6F0357R1, each Owner must submit for approval to the Developer detailed plans and specifications for construction and installation of any improvements on its Lot. Such plans and specifications shall include architectural elevations and material specifications for all structures; a site plan showing the location of proposed structures, parking areas, access points, sidewalks, loading docks and other site improvements; a landscaping plan including detailed specifications of the proposed planting and landscaping improvements; an erosion control plan; and an exterior lighting plan.

Section 2: Any plans and specifications submitted to the Developer shall be reviewed for consistency with the covenants, conditions and restrictions of this Declaration. The Developer shall approve or disapprove such plans and specifications within sixty days of receipt, and any approval shall not be unreasonably withheld. In the event the Developer fails to either approve or disapprove such plans and specifications in writing, within the sixty day period, approval shall be deemed to automatically have been given, and the Owner may proceed to submit an application for amendment to Land Use Permit No. 6F0357R1.

ARTICLE III SITE RESTRICTIONS

Section 1: Placement of site improvements, whenever possible, should achieve efficiency of land use, maximizing contiguous open space tracts.

Section 2. Those areas of the Park depicted as "Open Space" on the Plan shall only be used for open space purposes, subject to the following:

(a) No building or structure shall be constructed, created, erected or moved onto the Open Space lands;

(b) No signs, billboards or outdoor advertising of any kind shall be erected or displayed on the Open Space lands;

(c) Placement, collection or storage of trash or any unsightly or offensive material shall not be allowed on the Open Space lands;

(d) There shall be no disturbance of the surface of the Open Space lands (except for agricultural purposes), including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the adjoining Lots; and

(e) No use shall be made of the Open Space lands, and no activity thereon shall be permitted which may possess a potential to become inconsistent with preservation of these lands for the protection of their scenic beauty.

Section 3: All parking lots and loading docks shall be screened in such a manner as to minimize their visibility from Interstate 89.

screened from Interstate 89 visibility by fencing, walls or trees which are integrated into the overall site and building design. 501.

Section 5: All utility lines shall be underground except in the roadways.

Section 6: All lands located within 25 feet of both sides of the stream, as depicted on the Plan, shall be maintained in their natural state:

(a) No building or structure shall be constructed, created, erected or moved thereon.

(b) The surface of such lands shall not be disturbed except for the planting and care of supplemental trees as shown on the Plan.

(c) No use or activity shall be permitted thereon which may be inconsistent with the preservation of such lands in their natural state.

Section 7: No use of the lots shall generate noxious odors or noise levels in excess of 75 decibels at the property line for the lot generating the noise.

ARTICLE IV BUILDING DESIGN

Section 1: No building shall have a blank, unbroken elevation visible from the Interstate. Segmentation of masses, windows, reveals, or changes in plane and/or material shall be integrated into the design of the building to break the visual monotony of an uninterrupted surface. Mixing exterior materials and colors in a way that is unrelated to the design and function of the building will be discouraged.

Section 2: No buildings or structures shall be higher than 35 feet.

Section 3:

(a) All roof-mounted mechanical equipment and duct-work which project vertically more than 1.5 feet above the roof or roof parapet shall be screened by a permanent enclosure which uses materials, design and color which are consistent with the building.

(b) All roof-mounted mechanical equipment and/or duct-work which project 1.5 feet or less above the roof or roof parapet shall be painted consistent with the color scheme of the building.

(c) Cyclone blowers shall be screened by a wall, a fence or landscape materials and be located below the fascia and/or roof line of the building, painted a color consistent with the building and be located on a side not visible from Interstate 89.

(d) Incinerator vents shall be located on a side of the building not visible from Interstate 89.

(e) Roof-mounted ventilators shall be a maximum of 1.5 feet above the point to which attached and be painted or pre-finished consistent with the color scheme of the building.

attached unless used as a major design element, in which case the color is to be consistent with the color scheme of the building.

(g) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, and rolling and "man" service doors shall be painted consistent with the building.

Section 4: Roofing and siding colors and materials:

(a) All roofs shall be dark colored and non-reflective. Roof colors of silver, white, yellow, light blue, turquoise, light gray and other light colors are specifically prohibited.

(b) Materials. At least 30% of the building exterior must be masonry or wood. Small amounts of other materials may be used but only in inconspicuous locations.

(c) Exterior colors shall be in keeping with traditional residential architecture. Earth tone colors are encouraged.

ARTICLE V EXTERIOR LIGHTING

Section 1: Exterior lighting such as the Gardco Form 10 or other lighting system designed to avoid off site impacts, including direct glare and indirect "spillage", shall be required. Fixtures shall be of concealed lamp design, with shielding of direct lamp exposure to be 45 degrees below horizontal.

Section 2: Parking lot fixtures shall be no more than 25 feet from ground level and pedestrian and other area lighting fixtures, including roadways, shall be no more than 20 feet from ground level.

Section 3: Building mounted security lighting fixtures shall not project above fascia or roof lines, shall be shielded and be directed downward at a minimum of 45 degrees below horizontal.

ARTICLE VI SIGNAGE

Section 1: All signage and other means of identification shall be architecturally compatible with other improvements on a Lot, taking into account such factors as size, color, shape, material and design.

Section 2: Externally lit signs shall be lighted so as to avoid direct glare of the lamp/fixture.

Section 3: Floodlighting of signs, facade mounted or otherwise, which exceeds the actual area of the sign and adjacent landscaping is prohibited.

Section 4: Free standing signs shall not be pole mounted and shall not exceed a height above grade of 8 feet.

Section 5: No sign or other means of identification shall be erected or maintained on a Lot in such a location as to be readable primarily from Interstate 89.

ARTICLE VII LANDSCAPING

Section 1: Landscape plantings for each Lot shall be equal to, but not less than, the following amounts:

Three percent of the first \$500,000 of total development cost projected for the Lot.

One percent of the total development cost in excess of \$500,000 but less than \$3,000,000 projected for Lot; and

One half percent of the total development cost equal to or in excess of \$3,000,000 projected for the Lot.

Credit shall be given against the above requirements equal to the monetary value of existing vegetation and topographical features improved, incorporated and/or used by a Lot Owner as part of a landscape plan. Fences, walls or other landscape structures, except signage, shall be considered 'landscaping'.

Section 2: All landscaping shall be completed and installed contemporaneously with the completion of buildings and other improvements on a Lot unless the time of year is inappropriate, in which case the landscaping shall be undertaken and completed as soon as weather reasonably permits.

Section 3: The installation of any lawns shall be completed coincidentally with the completion of a building and other improvements on a Lot unless the time of year is inappropriate, in which case lawns shall be installed as soon as weather permits.

Section 4: Each Owner shall properly maintain all landscaping on its Lot including the prompt replacement of any diseased or dead trees, shrubs or other landscaping.

Section 5: All non-paved areas shall either be left in its existing condition as a hay field, or receive lawn or appropriate ground cover. Open areas contiguous to the Lots with open space shall be maintained in their existing state with periodic haying or cuttings. Groomed lawn areas shall be restricted to locations immediately surrounding site improvements.

Section 6: Cold hardy shade trees with a minimum caliper width of 2 - 2.5 inches shall be planted throughout the parking areas in sufficient numbers and spacing (40 feet on center, maximum) to provide ample shade and screening. Planting strips in parking areas shall be a minimum of 6 feet wide with deep uncompacted soils to insure healthy tree growth. Newly planted trees must be properly staked, mulched and watered until well established. Tree species suited to parking area conditions must be selected and placed in an orderly and consistent manner.

Section 7: Prior to seeking a Land Use Permit amendment each Owner must obtain from the Developer, and the Developer shall give to each Owner, a copy of the Plan, and each Owner, in its Land Use Permit Amendment Application shall include a site plan which reflects the landscaping concepts shown on the Plan.

ARTICLE VIII ENERGY CONSERVATION

Section 1: Buildings shall be sited and oriented on the Lots to take advantage of natural features such as windbreaks, hollows and slopes to maximize energy conservation. Where appropriate, buildings shall also be oriented to take advantage of winter solar gain.

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conditioning systems (HVAC) and plumbing systems shall incorporate energy conservation measures to the greatest extent possible. Exterior lighting shall be high pressure sodium. Interior lighting shall be fluorescent and/or high pressure sodium, mercury vapor, or metal halide wherever possible. Where fluorescent lighting is used, high output, with energy saving lamps and ballasts are encouraged.

Section 3. The buildings on lots designated "Commercial" (Lot 1, 2, and 3) must meet or exceed the following insulation standards:

Exterior Walls	R-19
Ceiling	R-38
Foundation	R-10 to 4 feet below grade
Windows	Double glazed, low E glass

The buildings on lots designated "Industrial" (Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12) must meet or exceed the following insulation standards:

Exterior Walls	R-19
Roofs	R-25
Foundation	R-10 to 4 feet below grade
Windows	Double glazed, low E glass

Section 4: All heating, ventilating and air conditioning systems shall be high efficiency type with economizer cycles where appropriate. Manufacturing equipment shall use high efficiency motors. Energy management systems are encouraged. Electric heat is prohibited for space heating. Electric water heating shall be off-peak, if used. Gas hot water is encouraged.

Section 5: Any kitchen exhausts shall have outside make-up air systems.

**ARTICLE IX
WASTE**

Section 1: Each Lot Owner shall be responsible for the disposal of solid wastes generated by the use of its Lot. Recyclable material shall be separated, collected, monitored for correct separation and placed in separate receptacles for pick up.

Section 2: Each Lot Owner shall be responsible for the handling, storage, transportation and disposal of any hazardous wastes generated by its use of the Lot. The storage, transportation and disposal of any hazardous wastes shall conform to all applicable federal and state laws and regulations. Plans for hazardous waste generation, handling, storage, transportation and disposal must be included in any application to amend Land Use Permit No. 6F0357R1 to allow development and use of a Lot.

**ARTICLE X
VERMONT TECHNOLOGY PARK ASSOCIATION**

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have one class of voting membership based upon one vote for each Lot in which the interest required for membership is held. When more than one person holds such interest in any Lot, all such persons shall be Owners and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot. The Developer, shall also be entitled to one vote for each Lot to which he is the record owner.

Section 3. Responsibilities. The Association shall be responsible for the upkeep and management of the Open Space in accordance with the covenants, conditions and restrictions

of this Declaration. It shall be responsible for maintaining the trees planted by the Developer along the access road and within the 25 foot buffers adjacent to the streams and replacing any of such trees which become diseased. It shall also be responsible for the maintenance, repair and replacement of all infrastructure located on the Property (including, but not limited to the access road servicing the Lots; sewer pump stations, mains and appurtenances, but not the individual service lines connecting the buildings on each Lot to the forcemain; watermain and appurtenances, but not the individual service lines connecting the buildings on each Lot to the main line; and detention ponds, catchbasins and drainage swales), until such time as the infrastructure is accepted by the Town of St. Albans, City of St. Albans or other public entity as public facilities. The Association is hereby granted an easement over and upon the Lots to accomplish any of the above purposes.

**ARTICLE XI
ASSESSMENTS AND LIENS**

Section 1. Creation of Lien and Personal Obligation for Assessments. The Developer, for each Lot owned by him, and each Owner of any Lot by acceptance of a deed therefor, shall be deemed to covenant and agree to pay the Association annual assessments or charges and special assessments for capital improvements. The annual and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon, and costs of collection as hereinafter provided, shall be the personal obligation of the Owner of such Lot at the time when such assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain the Open Space, to maintain, repair and replace the infrastructure of the Park until such infrastructure is accepted as public facilities, to assure compliance of the Lot Owners with the covenants, conditions and restrictions of this Declaration, and to meet any and all expenses and obligations incurred by the Association, including but not limited to bills, professional fees, taxes and insurance premiums.

Section 3. Annual Assessments. The Board of Directors shall levy an annual assessment against each Lot. The annual assessment shall be based upon an annual expenditure budget adopted by the Board of Directors which shall include the costs of maintaining the Open Space lands; maintaining, repairing and replacing the infrastructure, until such time as such infrastructure becomes public facilities; and the cost of all other expenses and obligations including bills, professional fees, taxes and insurance premiums.

Section 4. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for purposes of defraying, in whole or part, the cost of any unexpected construction or reconstruction, repair or replacement of a capital improvement.

Section 5. A majority of the total number of Lot Owners must approve any annual assessment or special assessment.

Section 6. Nonpayment. If any assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of 12 percent per annum, or other rate of interest as determined by the Board of Directors, from time to time. The Association may bring an action in law against the Owner personally obligated to pay the same, or may take any other legal action against a Lot or its Owner, including the foreclosure of the lien. In the event collection is required, the Owner or Lot responsible for the delinquent assessment shall also be liable for any reasonable attorney's fees or costs incurred by the Association in connection with the collection of the delinquent assessment.

Section 7. Subordination of the Lien to Mortgages. Any lien arising from the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, which shall continue in existence, except where a first mortgagee has taken record title to the Lot pursuant to foreclosure.

**ARTICLE XII
MISCELLANEOUS**

Section 1. The invalidity in whole or in part of any covenants, conditions or restrictions do not affect the validity of the remaining portions of this Declaration.

Section 2. The Association, any Owner, the Developer (while it owns any Lot or Lots), or the Environmental Board, shall have the right to enforce these covenants, conditions and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate the same. In the event of litigation, all expenses of litigation, including reasonable attorney's fees, shall be borne by the party found to have been in violation of the provisions of this Declaration.

Section 3. This Declaration may be amended by the Developer prior to the sale of all of the Lots in the Park. Upon the sale of the last of the Lots by the Developer, a majority of the Lot Owners may amend these covenants by execution of a written amendment and the recording of the same in the Land Records of the Town of St. Albans. With respect to any proposed amendment which would conflict with or alter the terms and conditions of Land Use Permit No. 6F0357R1, the proposed amendment shall be submitted to and approved by District Environmental Commission #6 or Environmental Board prior to becoming effective.

Section 4: No provision of this Declaration shall be deemed to have been waived by any reason of the failure to enforce the same, regardless of the occurrence of violations or breaches, from time to time.

IN WITNESS WHEREOF, this instrument has been signed and sealed as of the day and year first above written.

[Handwritten signatures]

[Handwritten signature]
J. Philip Gerbode, Developer

STATE OF VERMONT
COUNTY OF Franklin, ss.

At St. Albans, on the 15th day of March, 1993, personally appeared J. Philip Gerbode, and he acknowledged this instrument, by him sealed and

75/320
A: 5/13/93

In Witness Whereof, Eveready Battery ~~Company, Inc.~~ Corporation, by its agent duly authorized, hereunto sets its hand and seal this 22nd day of March, A.D. 1993

In Presence of
Heard T. Wilson
Shelby Wilson

Eveready Battery ~~Company, Inc.~~ Corporation, Inc.

By: J.P. Mulcahy
Agent duly authorized
Chief Executive Officer

State of ~~Vermont~~ ^{MISSOURI} } At City of St. ~~Albans~~ ^{LOUIS}, this 22nd
City of ~~Franklin~~ ^{St. Louis} } day of March, A.D. 1993,
County of ~~Franklin~~ ^{Franklin}, SS.

J.P. MULCAHY, duly authorized agent, personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Eveready Battery ~~Company, Inc.~~ Corporation, Inc.

Before me Marcella A. Verum
Notary Public

Vermont
-A
Return R.
Vt. Land
Signed Theresa D. Swann, Asst. Clerk
Date 5-13-93

MARCELLA A. VERUM
Notary Public, State of Missouri
City of St. Louis
My Commission Expires June 4, 1995

RECEIVED FOR RECORD MAY 13, 1993 at 2:10 P.M.
ATTEST Theresa D. Swann Ass't. Clerk

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
VERMONT TECHNOLOGY PARK

NOW COMES J. Philip Gerbode, Developer of Vermont Technology Park and pursuant to Article XII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Vermont Technology Park, hereby amends such declaration as follows:

1) By the addition of Section 8 to Article III, which shall read as follows:

"Section 8: Without Developer's written consent no owner shall permit a change of shift of the owner's employees to occur between 7:00 a.m. and 7:15 a.m.; 3:00 p.m. and 3:15 p.m.; and 11:00 p.m. and 11:15 p.m.. With the written consent, Developer may authorize no more than twelve owners to permit a change of shift between such times. Developer may not, however, authorize more than twelve owners to permit a change of shift between such times without the written consent of Eveready Battery Company, Inc., its successors and assigns, which consent may be withheld with or without reason. The provisions of the foregoing sentence may not be amended

Company, Inc."

2) By the addition of Section 9 to Article III, which shall read as follows:

"Section 9: An owner may not block the rights of way shown on the Plan and may not otherwise interfere with the passage of traffic on such rights of way at any time, nor may owner permit any other person or entity to do so."

In Witness Whereof, J. Philip Gerbode, hereunto sets his hand and seal this 15th day of March, A.D. 1993.

In Presence of

[Signatures of witnesses]

[Signature of J. Philip Gerbode]
J. Philip Gerbode

State of Vermont

County of Franklin, SS.) At City of St. Albans, this 15th day of March, A.D. 1993, J. Philip Gerbode, personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Vermont Property Transfer Tax 32 V.S.A. Chap. 231

ACKNOWLEDGEMENT

Return Rec'd.-Tax Paid-Board of Health Cert. Rec'd Vt. Land Use & Development Plans Act. Cert. Rec'd

Before me

[Signature of Kathy Baker]
Kathy Baker
Notary Public

Signed *[Signature]* Date 5-13-93

RECEIVED FOR RECORD MAY 13, 1993 at 2:10 P.M. ATTEST *[Signature]* Ass't. Clerk

DISCHARGE

I hereby certify that the following described mortgage is paid in full and satisfied, viz: Jesse M. Laurie and Mildred H. Laurie, mortgagors to Champlain Valley Farm Credit, ACA (Formerly: The Federal Land Bank of Springfield), mortgagee, dated May 13, 1982, and recorded in Volume 38, Page 445, of the Land Records of the Town of St. Albans, Vermont.

IN WITNESS WHEREOF, I hereunto set my hand and seal this on 11th day of May, 1993.

IN PRESENCE OF:

[Signatures of witnesses]

CHAMPLAIN VALLEY FARM CREDIT, ACA (Formerly: The Federal Land Bank of Springfield)

BY: *[Signature]* (L.S.)
Authorized Agent

STATE OF VERMONT FRANKLIN COUNTY, SS.

At St. Albans, Vermont, on this 11th day of May, 1993 personally appeared Thomas J. Bellavance, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of Champlain Valley Farm Credit, ACA (Formerly: The Federal Land Bank of Springfield).

Before me, *[Signature]*
Notary Public

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VERMONT TECHNOLOGY PARK/FRANKLIN PARK WEST

NOW COMES J. Philip Gerbode, Developer of Vermont Technology Park, and pursuant to Article XII, Section 3, hereby amends such declaration as follows:

1) The name is hereby changed from "Vermont Technology Park" to "Franklin Park West."

2) The Developer is the fee simple owner of land in the Town of St. Albans, County of Franklin and State of Vermont depicted as Lots 1-23 on a plan entitled, "J. Philip Gerbode, St. Albans, Vermont, Map of Boundary Survey, Vermont Technology Park," prepared by Cross Consulting Engineers as Project No. 91052, dated November 10, 1992, last revised April 9, 2001 and recorded as Map Slide 319 of the Map Records of the Town of St. Albans.

3) Article I, Section 1 is hereby amended to read as follows:

"Section 1: 'Association' shall mean and refer to Franklin Park West Association, Inc., a Vermont non-profit corporation."

4) Article I, Section 3 is hereby amended to read as follows:

"Section 3: 'Lot' shall mean one or more of the 23 Lots depicted on the Plan."

5) Article I, Section 6 is hereby amended to read as follows:

"Section 6: 'Plan' shall mean and refer to a plan entitled, 'J. Philip Gerbode, St. Albans, Vermont, Map of Boundary Survey, Vermont Technology Park,' prepared by Cross Consulting Engineers as Project No. 91052, dated November 10, 1992, last revised July 25, 2000 and recorded as Map Slide 306 of the Map Records of the Town of St. Albans, and as revised by Developer hereafter

6) Article III, Section 2 is amended by the inclusion of the following two subsections:

"(f) Open Space may be subdivided and added to the lots adjoining the Open Space, in which event the Open Space can be considered in the calculation of lot coverage; and

"(g) In the event any portion of the Open Space is transferred to one or more Owners

and/or to the Association, the Transferee may use said portion as the Transferee in the Transferee's sole discretion may determine, including the use of said portion for agricultural purposes or for off-site mitigation, provided, however, such use must be in compliance with any applicable permit and the terms and conditions of this Declaration."

7) Article IV, Section 2 is hereby amended to read as follows:

"Unless previously approved by appropriate governmental authority, both state and local, no building or structure shall be higher than 35 feet."

8) Article XIII is hereby added and shall read as follows:

"ARTICLE XIII
"DAMAGE TO INFRASTRUCTURE

"Each Owner shall be responsible for any damage to the infrastructure, specifically including roadways, caused by such Owner or by the Owner's employees, agents, contractors, subcontractors, guests, and invitees, other than damage by ordinary wear and tear, until such time as such infrastructure has been accepted by the Town of St. Albans, the City of St. Albans, or other public entity. If an Owner fails to correct any damage and the Developer and/or Association does so, then the Owner shall be deemed to covenant and agree to reimburse the Developer and/or Association for the amount paid by the Developer and/or Association to correct such damage. Such reimbursement, together with interest thereon at the legal rate of interest, shall be a charge on the Lot of the Owner and shall be a continuing lien upon said Lot until paid in full. If suit is brought to collect such lien and/or interest, said Owner and said Lot shall also be responsible for the costs of collection, including a reasonable attorney's fee."

In all other respects, the terms and conditions of the aforesaid Declaration of Covenants, Conditions and Restrictions and of the First Amendment thereto are hereby confirmed.

In Witness Whereof, J. Philip Gerbode hereunto sets his hand and seal this 20th day of April, 2001.

In Presence of:

Mary L. Samson

J. Philip Gerbode L.S.

STATE OF VERMONT)
COUNTY OF FRANKLIN, SS.)

At the City of St. Albans, this 20th day of April, A.D.

2001, J. Philip Gerbode personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, *Katherine L. Bauer*
Notary Public

ST. ALBANS TOWN CLERK'S OFFICE
RECEIVED FOR RECORD/DISCHARGE
April 20 A.D. 2001
at 9 o'clock 45 minutes A M
and recorded in Book 119 Pages 252-253
Attest: *Virginia Chesbro* Asst. Town Clerk