

**AMENDED and RESTATED DECLARATION OF
THE COBB HILL COHOUSING COMMUNITY**

Cobb Hill Cohousing, Inc., a Vermont nonprofit corporation and the organizer of the Cobb Hill Cohousing Community, hereby declares as follows:

**ARTICLE I
GENERAL PROVISIONS**

1.1 Rules of Construction. For purposes of this Declaration and any other instrument which incorporates by reference the definitions and rules of construction contained in this Declaration, unless it is otherwise expressly provided or unless the context otherwise requires:

- (a) the defined terms include the plural as well as the singular;
- (b) all accounting terms not otherwise defined herein have the meaning assigned to them by, and all determinations concerning such undefined terms shall be made in accordance with generally accepted accounting principles and practices, consistently applied;
- (c) whenever any person is referred to herein, such reference shall include the successors of such person, whether by consolidation, merger, sale, amalgamation or otherwise;
- (d) whenever any agreement or other contractual instrument is referred to herein, such reference shall be deemed to include such agreement or other instrument as it may from time to time be modified, amended, supplemented or restated;
- (e) whenever any law, regulation, ruling or other similar act of any jurisdiction is referred to herein, such reference shall be deemed to include such law, regulation, ruling or act as the same may from time to time be modified, amended, supplemented or restated, unless such inclusion would be inconsistent with the context of such reference any law, regulation, ruling or other act that supersedes or is adopted in substitution for it;
- (f) whenever the term "including" is used herein, such term shall be deemed to mean "including, but not limited to;"
- (g) references to sections or articles or portions thereof are references to the Sections or Articles of this Declaration;
- (h) capitalized terms not defined herein shall have the meaning assigned to them in the Act.

HARTLAND, VT TOWN CLERK'S OFFICE

Received for record

July 19 A.D. 2001

at 10:07 minutes A.M.

and Recorded in Book 125 Page 59-77

Attest *Clyde G. [Signature]* Town Clerk

ARTICLE II DEFINITIONS

Unless otherwise specifically provided herein, the following terms shall have the following meanings:

"Act" means Title 27A of the Vermont Statutes Annotated, the Vermont Common Interest Ownership Act.

"Allocated Interests" means the undivided interest in the common elements and the common expense liability allocated by the Declaration to all of the units. The allocated interests for each of the units in this Community and the formula used to determine them are set forth in Exhibit D of this Declaration.

"Association" means Cobb Hill Cohousing, Inc., the association of the unit owners established pursuant to the requirements of Section 3-101 of the Act.

"Buildings" means all of the improvements located on the Property.

"Bylaws" means the Bylaws of the Association required by Article III of the Act, as amended from time to time.

"Ceiling" means the surface area of the ceiling in a Unit.

"Common Element" means all portions of the common interest community other than units.

"Common Rules and Agreements" are rules and agreements concerning the use of the property and the operation of the Community adopted by the Community from time to time in accordance with the By-laws.

"Common Expenses" are the expenses of the Association.

"Community" means the common interest community established hereby.

"Corporation" means Cobb Hill Cohousing, Inc., a Vermont nonprofit corporation with its registered office at 364 (formerly 65) Railroad Street in St. Johnsbury, Vermont and its principal place of business in Hartland, Vermont.

"Declarant" means the Corporation.

"Declaration" means this Declaration, together with the Plat and the Plans identified herein, as amended from time to time.

"Floor" means the surface area of a floor of a unit.

"Limited Common Element" means a portion of the common elements allocated by the Declaration for the exclusive use of one or more but fewer than all of the units.

"Mortgagee" means any Person who holds the interest of a mortgagee in the Property.

"Person" means an individual, partnership, corporation, trust, an unincorporated association, syndicate, joint venture or organization, or a government or any department or agency thereof, or any other legal entity.

"Plans" means the plans referred to on Exhibit A.

"Property" means the property described in Section 3.5.

"Unit" means the physical portions of the Property designated in this Declaration for separate ownership.

"Unit Owner" means any Person who, from time to time, owns a unit. If more than one Person owns a unit, the singular term, "Unit Owner" refers to all persons who own that unit collectively. "Unit Owner" includes the Declarant whenever the Declarant owns a unit. "Unit Owner" does not include a Person having an interest in a unit solely as security for an obligation or pursuant to a lease.

"Wall" means the surface area of a wall, including a load bearing wall, (i) that is located in and faces the interior of a unit, and (ii) that divides two or more units. The term "Wall" does not include (i) interior partitions or the portions of walls located wholly within a unit, or (ii) the interior portion of any wall.

ARTICLE III CERTAIN STATEMENTS REQUIRED BY THE ACT

3.1 The name of the Common Interest Community created by this Declaration is The Cobb Hill Cohousing Community.

3.2 The name of the Association is Cobb Hill Cohousing, Inc.

3.3 The Common Interest Community is a Condominium.

3.4 The Common Interest Community is located in Hartland, Vermont. It is not located in any other municipality.

3.5 The real estate constituting the Community consists of 270 acres of land, more or less, located on Mace Hill Road in Hartland, Vermont together with all of the appurtenances thereto, and is all and the same land and premises described on Exhibit B attached hereto.

3.6 Subject to the development rights reserved in Section 3.10, the Declarant creates a maximum number of 22 units.

3.7 Units are located in three types of buildings, as shown on the Plans. Units #1, 6, 7, 8, 11, 12 and 17 are located in seven (7) detached single family buildings. Units #2, 3, 4, 5, 9, 10, 13, 14, 18, and 19 are located in five (5) two-family duplex buildings. Units 15 and 16 are located in a "shared house" in which certain areas of the building are designated for the use of both units. Units #20, 21, and 22 are three (3) separate apartments and are located in the same building as the Common House as shown on the Plans. The boundaries of the units are described as follows:

- A. Each of the seven (7) units located in a detached single family building consists of the entire detached building including its foundation slab.
- B. Each of the ten (10) units located in a duplex two-family building consists of that portion of the duplex structure including the exterior thereof, in which such unit is located. That portion of the slab which lies under the lowest floor of the unit shall be part of that unit and that portion of the roof which lies above the highest ceiling of a unit shall be part of that unit. With regard to the interior partitions between the two connected units, the boundary is the interior surface of the wall facing each unit.
- C. The boundaries between Units 15 and 16 located in a shared house shall be as is shown on a set of floor plans entitled "Floor plans for Cobb Hill Units 15 & 16, Jeff Schoellkopf Design, June 27, 2001". The boundary of partitions is the interior surface of the wall facing a unit. Other boundaries are the undecorated surface of the building's perimeter walls and of its highest ceiling. The foundation slab, the outside surface of the exterior walls, and the roof shall be limited common elements allocated equally to both units. These floor plans are attached hereto as Exhibit D.
- D. Units #20, 21, and 22 consist of the space enclosed by the interior surfaces of the partition walls, the ceiling materials and the floor materials of such unit.

3.8 As to all units, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion of it serving only that unit is a limited common element allocated solely to that unit, and any portion of it serving more than one unit or any portion of the common elements is a part of the common elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit but located outside the unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, with regard to any duplex or shared house, all porches, balconies, patios, etc. designed to serve both units are limited common elements allocated equally to both units. Additionally in the shared house (Units 15 and 16), limited common elements

include the kitchen, the basement and portions of the loft area, all as is depicted on the above-referenced floor plans.

3.9 No portion of the Property may subsequently be allocated as a limited common element except by amendment to this Declaration.

3.10 The Declarant reserves Development Rights to (a) acquire additional property and add the same as one or more units, (b) to complete the construction of a unit in accordance with the Plat and the Plans, and units referred to herein.

3.11 The Common Elements consist of all of the real property in the Community except the units.

3.12 Undivided interests in the Common Elements are allocated among the units in accordance with the Allocated Interests .

3.13 Each unit will be used solely as a principal residence for the occupants thereof PROVIDED, HOWEVER, an occupant of a unit may use the unit for a home occupation within the meaning of 24 V.S.A. § 4406(3).

3.14 Except as is noted on Exhibit C, there are no recorded easements and licenses appurtenant to or included in the Common Interest Community.

3.15 The obligations for the Common Expenses of the Association, and the pro-rata share thereof that each Unit Owner is obligated to pay, are allocated among the units in accordance with the Allocated Interests .

3.16 The presence of a quorum for conducting a meeting shall be determined in accordance with the bylaws of the Association. In accordance with the Bylaws, each unit shall have allocated to it one vote.

3.17 The initial allocation of the undivided interests in the Common Elements that are appurtenant to the units was determined according to the Allocated Interests .

3.18 The initial allocation of the financial responsibility among the units to pay for the Common Expenses of the Community was determined according to the Allocated Interests .

3.19 The allocation of votes in the Association was determined in accordance with Section 3.16.

3.20 If any unit is added to the community, the formulas specified in Sections 3.17, 3.18 and 3.19 shall be used to reallocate the interests in the Common Elements and the liability to pay for the Common Expenses.

3.21 Units once created, including those created in this Declaration, may not be withdrawn from the Common Interest Community other than by amendment to this Declaration. Notwithstanding any other provisions hereof to the contrary, no such amendment shall become effective without the unanimous affirmative vote of all of the Unit Owners allowed to vote under the Bylaws and the approval of any Mortgagee.

3.22 The Community may enter into one or more limited, conditional, assessable licenses to members of the Corporation who do not own or occupy a unit. The licenses will permit such members to certain privileges appurtenant to the Common Elements, as well as responsibilities with regard to a payment of common expenses. With the approval of all Unit Owners entitled to vote, such privileges may include the right to vote on certain matters appertaining to the Community and the use of the Common Elements.

ARTICLE IV COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 The Common Elements consist of any portion of the Property that is not a part of a unit. Each Unit Owner shall own an undivided percentage interest in the Common Elements equal to the percentage undivided interest assigned to each unit in Section 3.12.

4.2 Except with regard to repair functions performed by the Association, limited common elements which have been allocated for the exclusive use of one or more of the units, may only be accessed by the owners of those units.

ARTICLE V ENFORCEMENT OF RESTRICTIONS

5.1 This Declaration and the Bylaws of the Association create certain restrictions on and agreements among the Unit Owners. The acceptance of title to a unit by a Unit Owner, or the assumption by any Person of the right to or actual occupancy of a unit, constitutes an agreement by such Unit Owner or occupier that this Declaration and the Bylaws, including the Common Rules & Agreements of the Community and all other restrictions and agreements, have been accepted by such Unit Owner or occupier, and the agreement of such Unit Owner or occupier to comply with all such restrictions and agreements.

5.2 All such restrictions and agreements shall constitute a covenant binding and running with the title to or right to occupy each unit, the Common Elements and the appurtenances thereto.

**ARTICLE VI
INSURANCE**

6.1 The Association shall have no obligation to arrange for, provide or pay for the insurance of any Unit Owner against loss arising out of the damage to or destruction of a unit, injury to the person or property of any Person, or the death of any Person on account of the absolute liability, strict liability, intentional acts, gross negligence, negligence or other liability of any Unit Owner of occupant of a unit.

6.2 The Association shall purchase and maintain in force and effect at all times a contract or contracts of insurance insuring the Association against loss arising out of damage to or destruction of any of the Common Elements in such amount that will be sufficient to pay for the replacement of all of the Common Elements in the event of their total destruction.

6.3 The Association shall purchase and maintain in force and effect at all times a contract or contracts of insurance insuring the Association against loss arising out of a claim or claims for the damage to or destruction of property or the injury to or death of a Person for which a claim is made against the Association or for which the Association may be held liable. Such insurance shall indemnify the Association for not less \$1,000,000 for any one person and \$1,000,000 for any one incident.

**ARTICLE VII
TAXES AND GOVERNMENTAL ASSESSMENTS**

7.1 The Association shall pay all taxes or other governmental assessments that is assessed against the Common Elements or arises out of the use of the Property and for which no Unit Owner is liable.

**ARTICLE VIII
MAINTENANCE, REPAIR, RECONSTRUCTION
OR REPLACEMENT OF DAMAGED OR DESTROYED PROPERTY**

8.1 The Association shall at its expense maintain all of the Common Elements in a good state of repair. The Association shall promptly repair, reconstruct or replace, as applicable, any Common Element that has been damaged or destroyed.

8.2 Notwithstanding the provisions of Section 8.1 and 9.2, the uninsured expenses associated with the maintenance, replacement and repair of appurtenant limited common elements shall be charged to the unit or units to which the limited common element is assigned. Without limiting the foregoing, expenses associated with the maintenance, replacement and repair of those limited common elements which are shared amenities for units 15 and 16 shall be charged equally to units 15 and 16.

**ARTICLE IX
ASSESSMENTS**

9.1 All of the costs identified in Articles VI through VIII shall be a Common Expense, which shall be an expense of the Association and shall be allocated among and be paid by all of the Unit Owners as provided in Section 3.15.

9.2 Except as is provided for in Section 8.2, the Association shall allocate the costs of the maintenance, repair, reconstruction or replacement of worn out or damaged Common Elements between the Unit Owners in the ratio of their percentage undivided interests identified in Section 3.12.

9.3 Taxes and other governmental assessments, insurance premiums, maintenance, repair, reconstruction or replacement costs attributable to the Common Elements shall be assessed against each Unit Owner. Assessments shall be made by the Association not less frequently than once each calendar quarter. Assessments identified in this Paragraph 9.3 shall be allocated among the Unit Owners as provided in Section 3.15, except that common expenses or a portion of them which do not benefit all units may be assessed by the Association against units benefitted. Additionally, the Association may allocate certain insurance costs in proportion to risk and may allocate certain other costs and expenses like those associated with the use and operation of utilities, in proportion to usage.

9.4 An assessment is due and payable when delivered to a Unit Owner. An assessment shall become past due on the 11th business day next following the date on which notice of the assessment is delivered to a Unit Owner. Interest shall accrue on the unpaid portion of past due assessments at the maximum rate of interest specified in 9 V.S.A. § 41a(5) or any successor statute thereto.

9.5 In the case of any assessment not specifically provided for herein, assessments shall be allocated in accordance with Section 3-115 of the Act.

9.6 In addition to the principal of and interest on any assessment, there shall be added to any assessment when it becomes past due (i) a late charge equal to 10% of such assessment, (ii) a \$25 administrative fee, plus (iii) all other costs incurred by the Association in connection with the collection of a past due assessment including but not limited to the Association's court costs and attorneys fees actually incurred, if any. A failure by the Association to assess any fees or penalties provided for in this Declaration shall not operate as a waiver of its right to assess them at any later time prior to payment.

**ARTICLE X
LIENS SECURING THE PAYMENT OF ASSESSMENTS**

10.1 The Association shall have a lien on a unit to secure the payment of any assessment levied against that unit, including interest, penalties, administrative fees,

attorneys fees and collection costs assessed pursuant to Section 9.6. The provision of Section 3-116 of the Act shall govern the creation, attachment, priority and enforcement of all such liens.

ARTICLE XI CONDEMNATION

11.1 If all or any part of the Property is taken by eminent domain, the Association shall be the sole and exclusive agent of the Unit Owners with respect to (i) participation in any proceeding inquiring into the necessity, and/or (ii) recovering just compensation for such taking of any of the Common Elements or the appurtenances to the Property. In the event of a taking by eminent domain and the payment of compensation therefor by the taking authority, the Unit Owners and the Association shall negotiate among themselves for the fair distribution among them of such compensation. If the Unit Owners and the Association are not able to agree about the distribution of such compensation among them within 30 days of the date after which the amount of such compensation has been finally determined and tender thereof has been formally made by the condemning authority, the Association and the Unit Owners shall immediately refer their dispute to the American Arbitration Association for final and binding arbitration of the distribution of such compensation. ***THE CORPORATION, THE ASSOCIATION AND EACH UNIT OWNER ACKNOWLEDGE THAT THIS SECTION 11.1 CONTAINS AN AGREEMENT TO ARBITRATE CERTAIN DISPUTES THAT MIGHT ARISE AMONG THEM THEY FURTHER ACKNOWLEDGE THAT WITH RESPECT TO A DISPUTE THAT ARISES UNDER THIS SECTION 11.1, NONE OF THEM WILL BE ABLE TO BRING A LAWSUIT IN COURT THEREON, UNLESS THE DISPUTE INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD THEY AGREE BY THE EXECUTION HEREOF TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.***

ARTICLE XII CERTAIN RESTRICTIONS ON THE USE OF THE UNITS

12.1 The interior and exterior appearance of each of the units, the deportment of all Persons therein including but not limited to a Unit Owner or any tenant thereof, the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or on any unit, any signs, announcements, lettering, tags, or any other kind or form of descriptions placed or installed in or on any unit, and any outside lighting or other features appurtenant thereto shall at all times satisfy the Common Rules and Agreements established by the Association, as amended from time to time. The terms of this paragraph shall be deemed to have been incorporated into and be a part of every lease of any unit. There shall be no use of any unit or part thereof that will generate light, heat, odors, debris or sound that will materially interfere with the quiet and peaceful enjoyment and use of any other unit or any portion of the Common Elements.

12.2 Unit Owners who share the use of limited common elements will make every attempt to work out reasonable arrangements for the shared use and maintenance of

common living areas. Whenever possible, disputes shall be resolved in accordance with procedures set forth in the Common Rules and Agreements.

ARTICLE XII(A) CERTAIN RESTRICTIONS ON THE SALE OF THE UNITS

Each member of the Community may only sell a unit in accordance with the following limited equity resale terms:

12a-1. At such time as any Unit Owner desires to sell his unit, he shall mail, by certified mail, return receipt requested, or hand-deliver to the Association Secretary a Notice of Intent to Leave. Any applicable time deadlines set forth in this Declaration shall be measured from the Association's date of receipt of said Notice.

12a-2. Thereafter, The Association shall have ninety (90) days from the date of receipt of the first, or if applicable, the second appraisal referenced in Section 12a-3 below, to purchase the property at the option price determined below, or to assign its right to purchase to a third party purchaser designated by the Association, with a closing to said third party to occur within said ninety (90) day period.

12a-3. The Association's repurchase price will be determined with reference to a licensed appraiser who shall determine the full fair market value of the unit. (For the purposes of this Article XII(A) the "Unit" shall include the physical unit together with the Unit Owner's allocated interest in all of the common interests and lands of the Community.) The parties shall make a good faith effort to choose the appraiser within five (5) days of the receipt of the Notice and both parties shall provide the appraiser with relevant records and information which the appraiser may require and shall share equally in the cost of the appraisal. In the event that either party is displeased with the appraisal, either may obtain a second appraisal at his own cost and expense. If, following the completion of the second appraisal, there is still disagreement over the value of the unit, the two appraisals will be averaged to determine the final repurchase option price. If either party does not agree to an averaged price, the procedures contained in the Association Common Rules and Agreements with regard to the resolution of conflicts shall be used to determine a repurchase price, with the option of seeking an additional appraisal if the two original appraisals differ significantly.

12a-4. In the event that the Association does not exercise its right of repurchase within said ninety (90) day period, the Unit Owner shall be free to sell to any third party at any price. However, in that event, the Association shall have a fifteen (15) day right of first refusal to purchase the unit upon the same terms and conditions as are contained in the third party purchase and sale agreement except for a closing date which shall be the later of the date set for closing in the purchase and sale agreement or thirty days from the Association's date of exercise. In the event of such third party contract, the Unit Owner shall send or hand-deliver a letter to the Association and the Association shall have fifteen (15) days from the date of receipt to notify the Unit Owner of its exercise.

12a-5. In the event of a sale to the Association or its designee or assignee or to a third party purchaser, the Unit Owner shall pay to the Association fifteen (15%) percent of the Unit Owner's net profit from the sale calculated by subtracting the Unit Owner's Adjusted Cost Basis from the sale price less sale-related closing costs. The Unit Owner's Adjusted Cost Basis shall be calculated as follows: Original Purchase Price adjusted for Inflation, Plus Purchase Closing Costs, Plus Capital Improvements adjusted for Inflation equals the Unit Owner's Adjusted Cost Basis.

12a-6. For the purposes of this Section "adjusted for inflation" means that the adjusted purchase price shall be determined by taking the Consumer Price Index U.S. Housing, 1982-84=100 - Series ID CUUR0000SAH, (hereinafter CPI-US Housing) or similar index, for the year of sale, and dividing it by the CPI-US Housing for the year of purchase and multiplying the resulting figure by the original purchase price. Closing costs mean the normal and customary closing costs incurred by buyers and sellers in home purchases such as recording fees, sale related attorney fees, property transfer tax, and realtor's commissions. Closing costs do not include pro-rations or other adjustments between buyer and seller. Capital improvements mean those improvements authorized under the procedures set forth in this Section 12a-6.

In order to have any Capital Improvements added to a Unit Owner's cost basis for the purposes of calculating a Unit Owner's Net Profit, the Unit Owner, prior to undertaking any major improvements for which the Unit Owner desires to receive a Capital Improvements Credit, must seek the approval of the Association in accordance with the Common Rules and Agreements of the Community. In order to receive a Capital Improvements Credit, the Unit Owner must submit to the Association all paid invoices for labor and materials specifically related to the approved improvement. The credit shall be the sum of all of the payment amounts reflected on the invoices and said credit shall be adjusted for inflation commencing on the date that the last such invoice for any capital improvement project is submitted to the Association. The inflation adjustment shall be determined in the same manner as it was for the original purchase price.

12a-7. This limited equity restriction shall apply to all units in the Community but shall be automatically subordinated to any housing subsidy covenant prepared in accordance with 27 V.S.A. §610 and any mortgage given to a bank, mortgage company or any other institution typically engaged in the business of making residential home loans

ARTICLE XIII TERMINATION

13.1 This Common Interest Community and the Association may be terminated only by the affirmative votes of all of the Unit Owners entitled to vote.

**ARTICLE XIV
COMPLIANCE AND DEFAULT**

14.1 If a Unit Owner or the Association fails to comply with any of the terms of this Declaration, the Bylaws, or any requirement imposed by law, the Association or any Unit Owner may enforce the performance of such obligation on behalf of all of the Unit Owners and/or the Association by seeking any remedy to which such Unit Owner, the Unit Owners as a group, the Association or the Corporation may be entitled at law or in equity in any court of competent jurisdiction unless specific provision has been made herein for the final and binding arbitration of such dispute. The substantially prevailing party in any such action or arbitration shall, in addition to all other relief to which such party is entitled, recover such party's costs including actual attorneys fees incurred in connection with such action or arbitration.

**ARTICLE XV
UTILITIES**

15.1 The Association shall provide, as a common expense of the Association, adequate heat to those of the Common Elements that require heat and for which no other provision has been made.

15.2 The Association shall provide, as a common expense of the Association, adequate potable water and state approved waste water processing facilities to all of the units.

15.3 The Association shall have no obligation to provide without charge any electricity, gas, telephone, cable or other utility or communication services to any unit. It shall be the obligation of each Unit Owner to provide and pay for all such utility and communication services. Each Unit Owner shall at its expense indemnify, defend and hold the Corporation, the Association and each of the other Unit Owners harmless from and against any claim asserted by any Person arising out of the provision of such utility, communications or other services. The Association may, but is not obligated to, provide metered connections to electricity, water and heating services.

**ARTICLE XVI
AMENDMENT**

16.1 Any Unit Owner or the Association may propose an amendment to this Declaration by giving verbatim written notice of such proposed amendment in its entirety to the Association and the other Unit Owners.

16.2 Such proposal for amendment shall be delivered to each of the Unit Owners and the Association by depositing the proposal in the United States mail, all on the same day, postage pre-paid, certified or registered mail, return receipt requested. Such notice, for the purposes of this Declaration, shall be deemed to have been delivered

to the Unit Owners and the Association on the day following the date on which the notice is so deposited in the United States mails. Alternatively, such notice is adequate if sent by electronic mail under circumstances where all Unit Owners have acknowledged receipt, also by electronic mail. A Person proposing an amendment to this Declaration shall comply strictly with the terms of this subsection 16.2, and failure to adhere precisely to all of the terms hereof, including a mere technical failure, shall make such proposal for amendment void.

16.3 Such proposal for amendment shall be considered by the Association at the next regularly scheduled meeting of the Association held after the expiration of 30 days after the date on which the proposal for amendment is delivered or if agreeable to all Unit Owners, said amendment may be considered by meeting held telephonically or electronically.

16.4 Such proposal for amendment shall be adopted and shall be effective to amend this Declaration only if it is approved in accordance with the Bylaws, and nothing contained in this Section shall be construed so as to alter the provisions of the Bylaws and Section 3.16 with regard to the Persons who are entitled to vote on an amendment and other matters.

16.5 Each of this Declaration and the Bylaws, in their initial forms, were a material reason and significant inducement for each member of the Community, including Unit Owners and licensees described in Section 3.12, becoming a member of the Community.

16.6 Nothing contained in this Article shall be construed so as to limit rights the Declarant has under Title 27A, Chapter 17, to amend the Declaration in order to exercise any development rights.

ARTICLE XVII MISCELLANEOUS

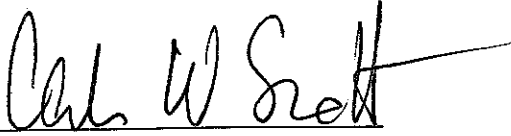
17.1 This Declaration shall be binding upon and inure to the benefit of (i) each Unit Owner, (ii) the Association, (iii) the Corporation, (iv) anyone claiming by, through or under a Unit Owner, (v) a lessee of a unit, (vi) a Mortgagee, and (vi) any person claiming any title or possessory interest in the Property or a unit.

17.2 This Declaration is made and entered into pursuant to the Act, and shall be construed consistently therewith.

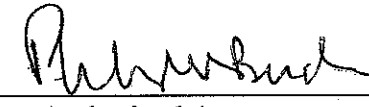
17.3 This Amended and Restated Declaration is intended to replace a certain Common Interest Community Declaration dated August 22, 2000 and recorded at Book 120, Page 38 of the Hartland Land Records.

Executed as of the 6th day of July, 2001.

Cobb Hill Cohousing, Inc



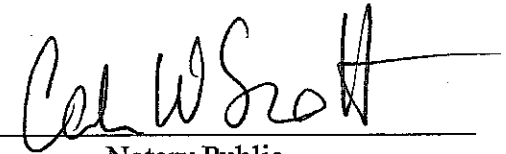
Witness

By: 

Authorized Agent

STATE OF VERMONT
WINDSOR COUNTY, SS:

At Hartford in said county, on this 16th day of July, 2001 Philip W. Bush personally appeared and acknowledged the foregoing Declaration, by him subscribed, to be his free act and deed and the free act and deed of Cobb Hill Cohousing, Inc., before me,



Notary Public

My commission expires:

EXHIBIT A

PLANS

"Site Plan for COBB HILL COHOUSING, INC. 13 Mace Hill Road, Town of Hartland, Windsor County, Vermont" dated: 7/10/01, and prepared by: C.D. Holzwarth of Hathorn Surveys, Inc. as Project No. 158501 by Hathorn Surveys, Inc.

EXHIBIT B

Being those lands and premises that were conveyed to the Declarant by warranty deed of The Sustainability Institute, Inc. dated August 17, 2000 and recorded in the Hartland Land Records. The real estate is more particularly described as the real property conveyed to The Sustainability Institute, Inc. in 3 deeds as follows:

1) quitclaim deed from Willis L. Curtis and Jane P. Curtis to The Sustainability Institute, Inc. dated November 29, 1997 and recorded in Book 107, Page 30 of the Hartland land records;

2) warranty deed from John R. Hunt and Barbara J. Hunt to The Sustainability Institute, Inc. dated December 1, 1997 and recorded in Book 107, Page 50; and

3) warranty deed from John R. Hunt and Barbara J. Hunt to The Sustainability Institute, Inc. dated January 21, 2000 and recorded in Book 117, Page 342.

Not included in the above-described lands and premises a certain 1.69 acre parcel on Town Highway #35 previously conveyed to Arthur G. and Marie Kirn by deed of The Sustainability Institute, Inc. dated November 26, 1997 and recorded in Book 107, Page 32.

Not included in the above-described lands and premises is a certain 0.93 acre parcel of land with buildings thereon located on the northwesterly side of Mace Hill Road and depicted as "Homestead Parcel" on a plan entitled "Boundary Survey of HE-3-0376 for The Sustainability Institute, Inc., 13 Mace Hill Road, Town of Hartland, Windsor County, Vermont" prepared on August 1, 2000 by Hathorn Surveys, Inc. as Project No. 146500 and recorded in the Hartland Land Records.

EXHIBIT C

1. Utility easement deed from John & Barbara Hunt to Central Vermont Public Service Corporation Continental Telephone Company of Vermont, dated June 21, 1989 and recorded at Book 80, Page 291.
2. Right of way conveyed to Robert C. Larsen, Jr. and June E. Larsen by deed of John and Barbara Hunt, dated June 24, 1984 and recorded at Book 65, Page 283.
3. Right of way conveyed to Kenneth R. Hunt by deed of John and Barbara Hunt, dated February 22, 1982 and recorded in Book 60, Page 239.
4. Right of way conveyed to Robert C. and June E. Larsen by deed of John and Barbara Hunt, dated September 7, 1981 and recorded in Book 60, Page 7.
5. Utility easement conveyed to Central Vermont Public Service Corporation by deed of Kenneth R. and Mae E. Hunt, dated June 28, 1966 and recorded in Book 42, Page 259.
6. Utility easement conveyed to the Hartland Telephone Co., Inc. by deed of Kenneth R. and Mae E. Hunt, dated July 1, 1955 and recorded in Book 40, Page 235.
7. Leasehold rights conveyed to Roger Hunt by lease with The Sustainability Institute, Inc. dated December 1, 1997 and recorded in Book 107, Page 57.
8. Utility Easement from Willis L. and Jane P. Curtis to Continental Telephone Company of Vermont, Inc. dated July 5, 1972 and recorded in Book 46, Page 454.
9. Property Valuation and Review lien dated April 15, 1999 and recorded on April 16, 1999 in Book 113, Page 388.
10. Easement Deed from The Sustainability Institute, Inc. to Central Vermont Public Service Corporation and Vermont Telephone Company, Inc. dated August 2, 1999 and recorded on December 1999 in Book 117, Page 127.
11. Easement Deed from The Sustainability Institute, Inc. to Central Vermont Public Service Corporation and Vermont Telephone Company, Inc. dated May 3, 1999 and recorded on May 5, 2000 in Book 118, Page 348.
12. Land Use Permit #3W0822 dated August 9, 2000 and recorded on August 16, 2000 in Book 119, Page 496.

EXHIBIT C
Page 2

13. Easements and well and water pipeline rights reserved by The Sustainability Institute, Inc. in its deed to Cobb Hill Cohousing, Inc. dated August 17, 2000 and recorded on August 21, 2000 in Book 120, Page 13.
14. Septic rights easement and restrictive covenants conveyed to Arthur G. and Marie Kirn by deed of The Sustainability Institute, Inc. dated November 26, 1997 and recorded in Book 107, Page 32.
15. Grant of Development Rights from Cobb Hill Cohousing, Inc. to the Upper Valley Land Trust, Inc., the Vermont Department of Agriculture, Food and Markets, and the Vermont Housing Conservation Board dated March 20, 2001 and recorded on June 6, 2001 in Book 122, Page 165.
16. Such easements as are noted on the Plans but are not otherwise listed here.
17. Except as modified in this Declaration, easements provided for in Title 27A, V.S.A. Chapter 17.

EXHIBIT D

ALLOCATED INTERESTS

The interest allocated to each unit shall, except for rounding, be equal without regard for the relative differences in the size and value of individual units. Once all units have been completed the allocated interests shall be as follows:

Unit 1	4.546%
Unit 2	4.545%
Unit 3	4.545%
Unit 4	4.545%
Unit 5	4.545%
Unit 6	4.545%
Unit 7	4.545%
Unit 8	4.545%
Unit 9	4.545%
Unit 10	4.545%
Unit 11	4.545%
Unit 12	4.545%
Unit 13	4.545%
Unit 14	4.545%
Unit 15	4.545%
Unit 16	4.545%
Unit 17	4.545%
Unit 18	4.545%
Unit 19	4.545%

Apartments

Unit 20	4.545%
Unit 21	4.545%
Unit 22	4.545%

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF THE COBB HILL COHOUSING COMMUNITY**

This Amendment is made this 17th day of December, 2002 by Cobb Hill Cohousing, Inc.

RECITALS

A. Cobb Hill Cohousing, Inc. is the developer of certain housing units in Hartland, Vermont and the Declarant in a certain Amended and Restated Declaration of the Cobb Hill Cohousing Community dated July 6, 2001 and recorded in Book 125, Page 59 of the Hartland Land Records (hereinafter "Declaration").

B. The Declaration at Section 16.6, confirms the right of the Declarant to amend the Declaration in order to exercise any development rights.

C. The Declaration and the By-laws referred to therein set forth procedures for the amendment of the Declaration by the members of Cobb Hill Cohousing, Inc. (also referred to as the "Community")

D. The members of the Community are desirous of amending the Declaration to more precisely describe Units 20, 21, and 22 and the rights the owners of those units will have as to the use of certain common areas.

E. The following amendments to the Declaration were approved by a requisite number of members at a regularly held meeting of the members of Cobb Hill Cohousing, Inc. which was duly warned and at which a quorum of members attended and voted:

DECLARATION CHANGES

1. Section 3.7(C) of said Declaration is amended by changing the reference to Exhibit D in that paragraph, to Exhibit E. Exhibit E, previously referred to as Exhibit D but not attached to the Declaration, is now attached hereto.

2. Section 3.7(D) of said Declaration is deleted and is replaced by the following Paragraph:

The boundaries between Units 20, 21, and 22, all of which are located in a portion of the Common House, shall be as is shown on a set of plans entitled "Floor Plans for Cobb Hill Units 20, 21, and 22:", prepared by Jeff Schoellkopf Design, dated December 13, 2002. These floor plans are attached hereto as Exhibit F. Units 20, 21, and 22 consist of the space enclosed by the interior surfaces of the perimeter walls, the ceiling materials and the floor materials of such units.

3. Section 3.8 of the Declaration is amended by the addition of the following sentence at the end of that Section:

"For Units 20, 21, and 22, located in the Common House, limited common elements include a deck (for the use of Units 20 and 21), a first floor bathroom (for the use of Unit 21 and guests occupying the first floor Community guest room), a first floor toilet (for the use of Units 20 and 21 and the guests occupying the first floor Community guest room), a first floor hallway (for the use of Units 20 and 21 and the guests occupying the first floor Community guest room), and a second floor bathroom and hallway (for the use of Unit 22 and the guests using the second floor Community guest room)."

4. Section 4.2 of said Declaration is amended by adding the following sentence to the end of that paragraph:

"Notwithstanding the foregoing, Community guests who are occupying the Community guest rooms located in the Common House may use those common hallways and bathrooms which have been designated for their use and the use of the Owners of Units 20, 21, and 22."

5. Article IV of said Declaration is also amended by the addition of the following new Section 4.3:

"4.3 Notwithstanding any other provision of this Declaration, the Owners of Units 20, 21, and 22 shall have an irrevocable license to use the kitchen areas and Community kitchen appliances of the Common House for their personal purposes including, without limitation, the preparation and cooking of food for themselves and their accompanied guests, the separate storage of food, dishes, utensils, and small appliances, and the separate maintenance by the Owners of Units 20, 21 and 22 of a refrigerator in the kitchen. They shall also have an irrevocable license to use the dining areas for their personal dining and that of their accompanied guests. Maintenance and repair of the kitchen and dining areas shall be the responsibility of the Community, except for damages caused by any Unit Owner, and except for routine cleaning which shall be the responsibility of those who have been using the facilities. Maintenance, replacement and repair of the shared refrigerator shall be the responsibility of the Owners of Units 20, 21 and 22.

These licenses are not for the exclusive use of any of these facilities, since they will be used as well by other members of the Community pursuant to this Declaration and such Common Rules and Agreements as now exist or may hereinafter be adopted. Notwithstanding, the Owners of Units 20, 21, and 22 must be consulted prior to the adoption or amendment of rules concerning the use of these facilities, and no rule or agreement may be adopted which unreasonably limits the access to the kitchen and dining facilities by the Owners of Units 20, 21 and 22 for typical cooking and dining use.

Additionally, the Community may alter, repair or replace the existing kitchen and dining facilities provided that the use of those facilities by the Owners of Units 20, 21 and 22 is not unreasonably interrupted and provided further that in the event that the current facilities are substantially modified or replaced, the Owners of Units 20, 21 and 22 are always afforded access to kitchen and dining facilities which minimally provide amenities similar to those contained in a typical residence.

The Owners of Units 20, 21 and 22 shall make every attempt to work out reasonable arrangements among themselves for their shared use and maintenance of the kitchen and dining facilities. Whenever possible, disputes between these Owners or between one or all of these Owners and the Community shall be resolved in accordance with the procedures set forth in the Common Rules and Agreements.

The Owners of Units 20, 21 and 22 shall each of them likewise have an irrevocable license to use an area containing approximately 864 cubic feet of the basement for the separate storage of their own possessions. The specific storage area for each unit will be designated by the Community, after consultation with the Unit Owner for whom it is designated, and once so designated, the Unit Owner will have the right to construct, at his own cost and expense, partitions and shelves within the designated area. The Community may relocate any of the designated storage areas so long as the new areas are at least of equal size and so long as the Community bears the expense of tearing down, moving and reconstructing, if need be, partitions and shelves constructed by any of the Unit Owners affected by the relocation."

The licenses shall be set out in any deed to Units 20, 21 and 22. In the event of a discrepancy between the Declaration and the deed, the language of the deed shall prevail.

6. Section 8.2 is amended by the addition of the following clause to the end of the last sentence:

"..., and the maintenance, replacement and repair of the shared bathrooms in the Common House shall be shared by those Units to whom they have been assigned and by the Community. The Community's share shall not necessarily be equal to the share assigned to the Unit or Units to which the bathrooms have been assigned, but rather shall be in proportion based upon the number of days in the year that the applicable community guest room has actually been occupied."

IN WITNESS WHEREOF, Cobb Hill Cohousing, Inc. has caused its name to be subscribed by its proper officer and duly authorized agent this 17th day of December, 2002.

IN THE PRESENCE OF:

COBB HILL COHOUSING, INC.

Ch W Scott
Witness

By: [Signature]
It's Duly Authorized Agent

STATE OF VERMONT
WINDSOR COUNTY, SS.

At Hartford, in said county, this 17th day of December, 2002, personally appeared PHILIP W. BUSH, and he acknowledged the foregoing instrument, by him subscribed, to be his free act and deed and the free act and deed of Cobb Hill Cohousing, Inc., before me.

Ch W Scott
Notary Public

My commission expires: 2/10/03

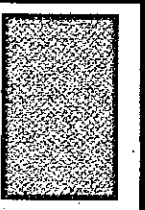
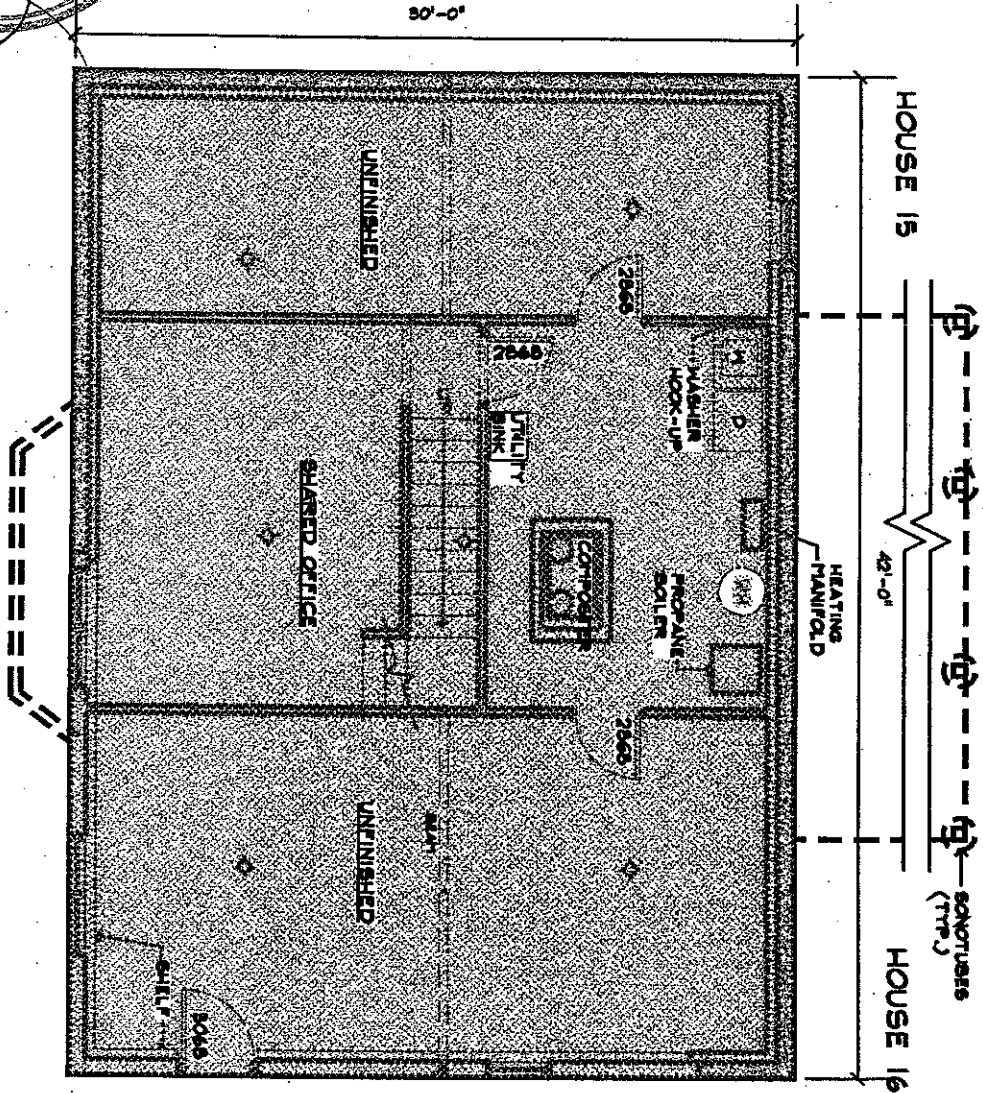
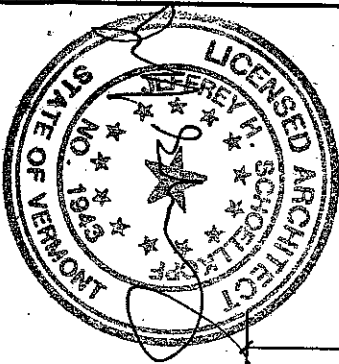
SECRETARY'S CERTIFICATE

I, Elizabeth R Sawin being the duly authorized Secretary of Cobb Hill Cohousing, Inc. do hereby certify that the First Amendment set out above was adopted by a requisite number of members voting at a duly noticed meeting in accordance with procedures set out in Article 16 of the Amended and Restated Declaration of the Cobb Hill Cohousing Community.

Elizabeth R Sawin

HARTLAND, VT Town Clerk's Office
Received for record
December 18 A.D. 2002 ^{cs}
at 02 o'clock 37 minutes PM
and Recorded in Book 137 Page 457-466
Attest Clyde A. Jenne
Town Clerk

EXHIBIT E-1



REPRESENTS
SHARED/COMMON AREAS

JEFF SCHOELLKOPF
DESIGN

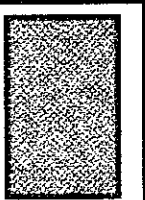
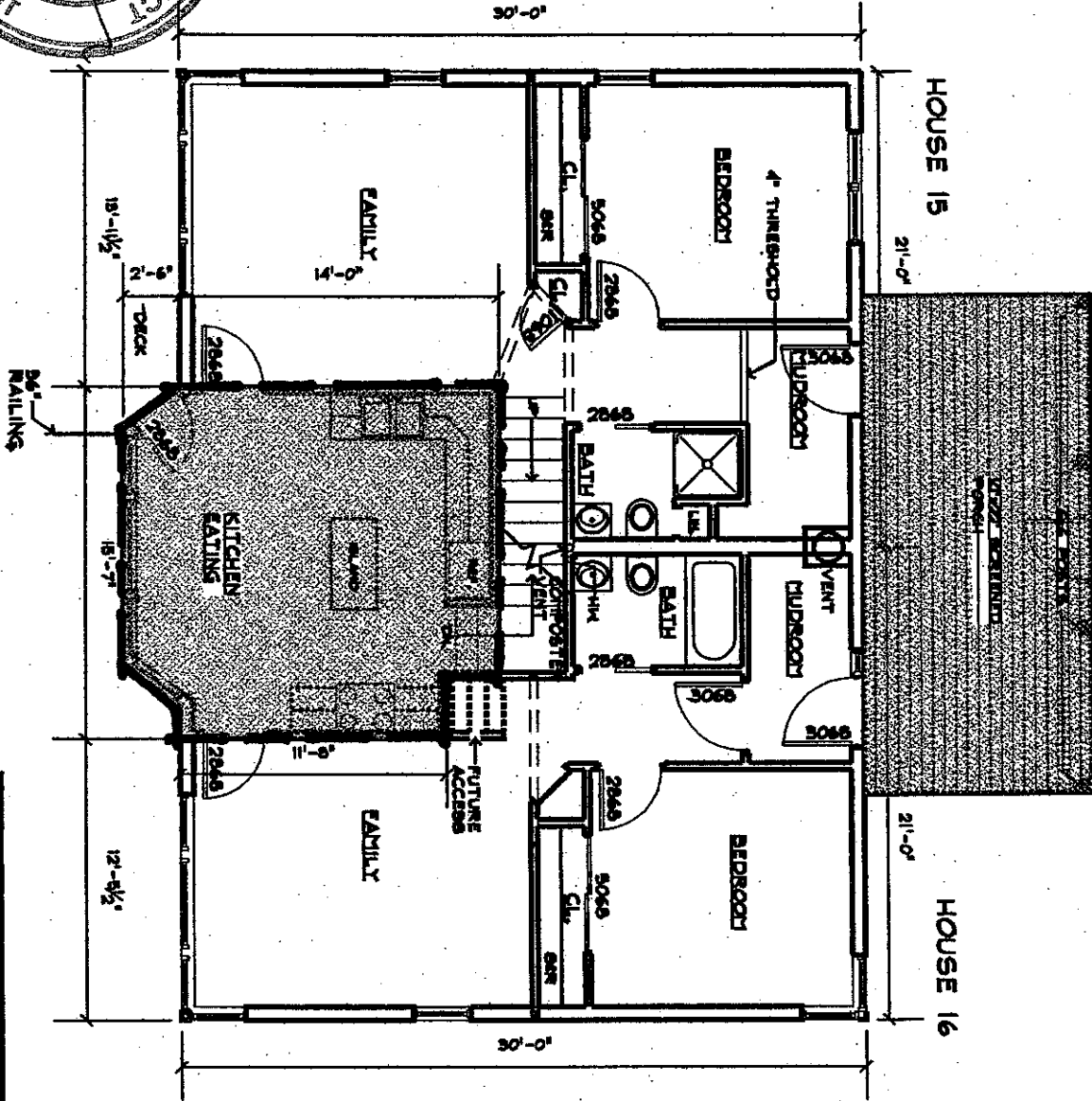
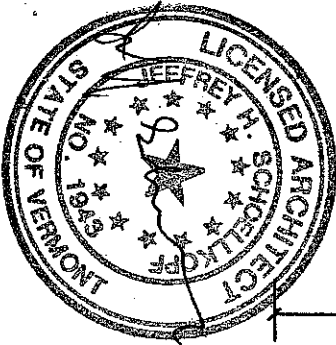
P.O. BOX 237 Warren Vermont 05674
PHONE 802.496.2166 / FAX 802.496.5266

HOUSE 15/16
BASEMENT PLAN
SCALE: 1/8" = 1'-0"

COBB HILL CO-HOUSING
HARTLAND, VERMONT

1 OF 4

7.05.01



REPRESENTS
SHARED/COMMON AREAS



**JEFF SCHOELLKOPF
DESIGN**

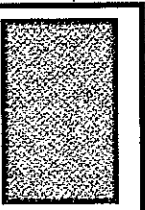
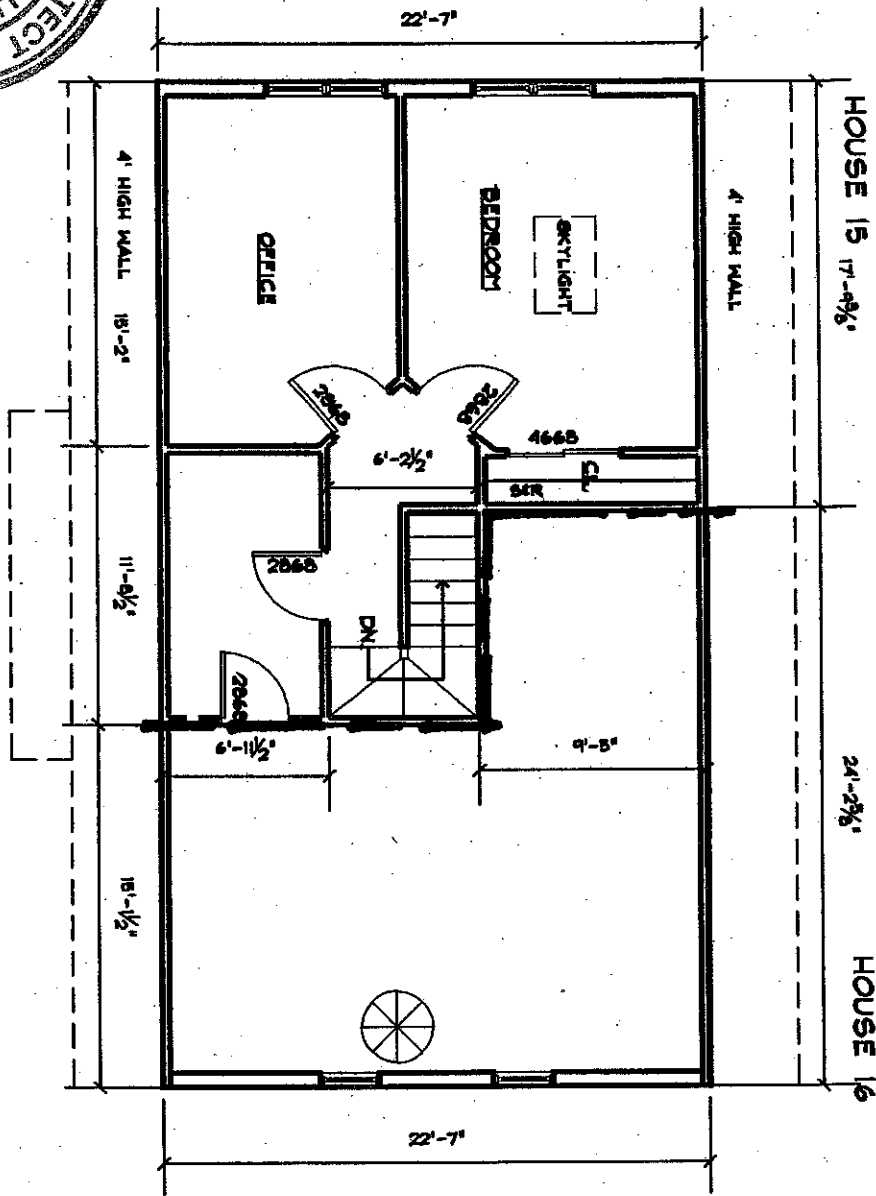
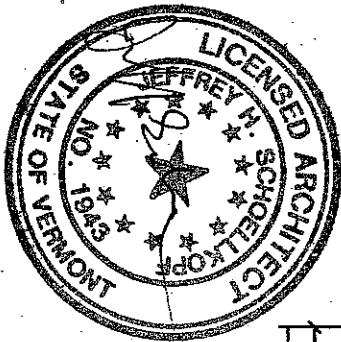
P.O. BOX 237 Warren Vermont 05674
PHONE 802.496.2166 / FAX 802.496.5266

HOUSE 15/16
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

COBB HILL CO-HOUSING
HARTLAND, VERMONT

2 OF 4

7.05.01



REPRESENTS
SHARED/Common AREAS

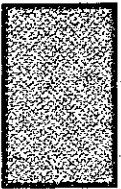
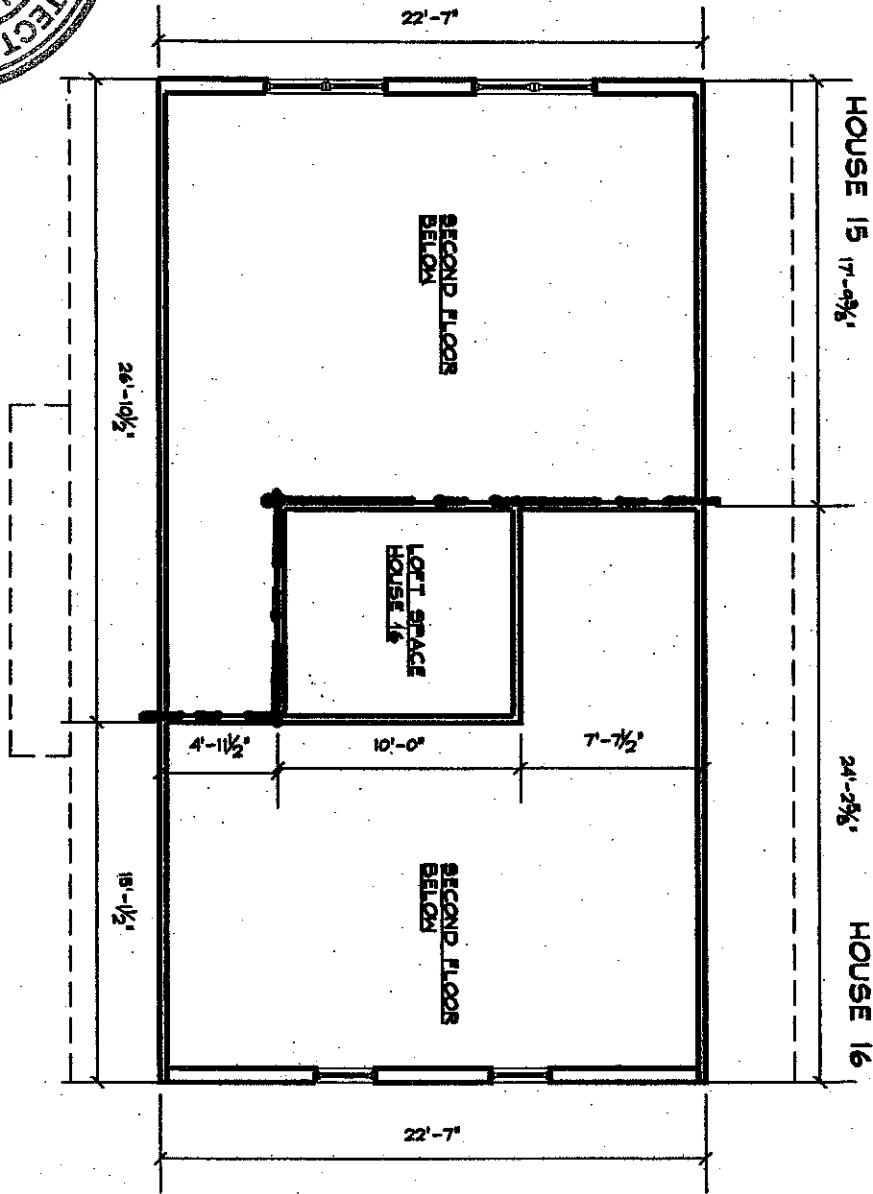
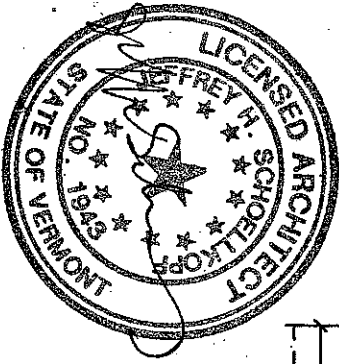
JEFF SCHOELLKOPF
DESIGN

P.O. BOX 237 Warren Vermont 05674
PHONE 802.496.2166 / FAX 802.496.5266


HOUSE 15/16
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

COBB HILL CO-HOUSING
HARTLAND, VERMONT

3 OF 4
7.05.01

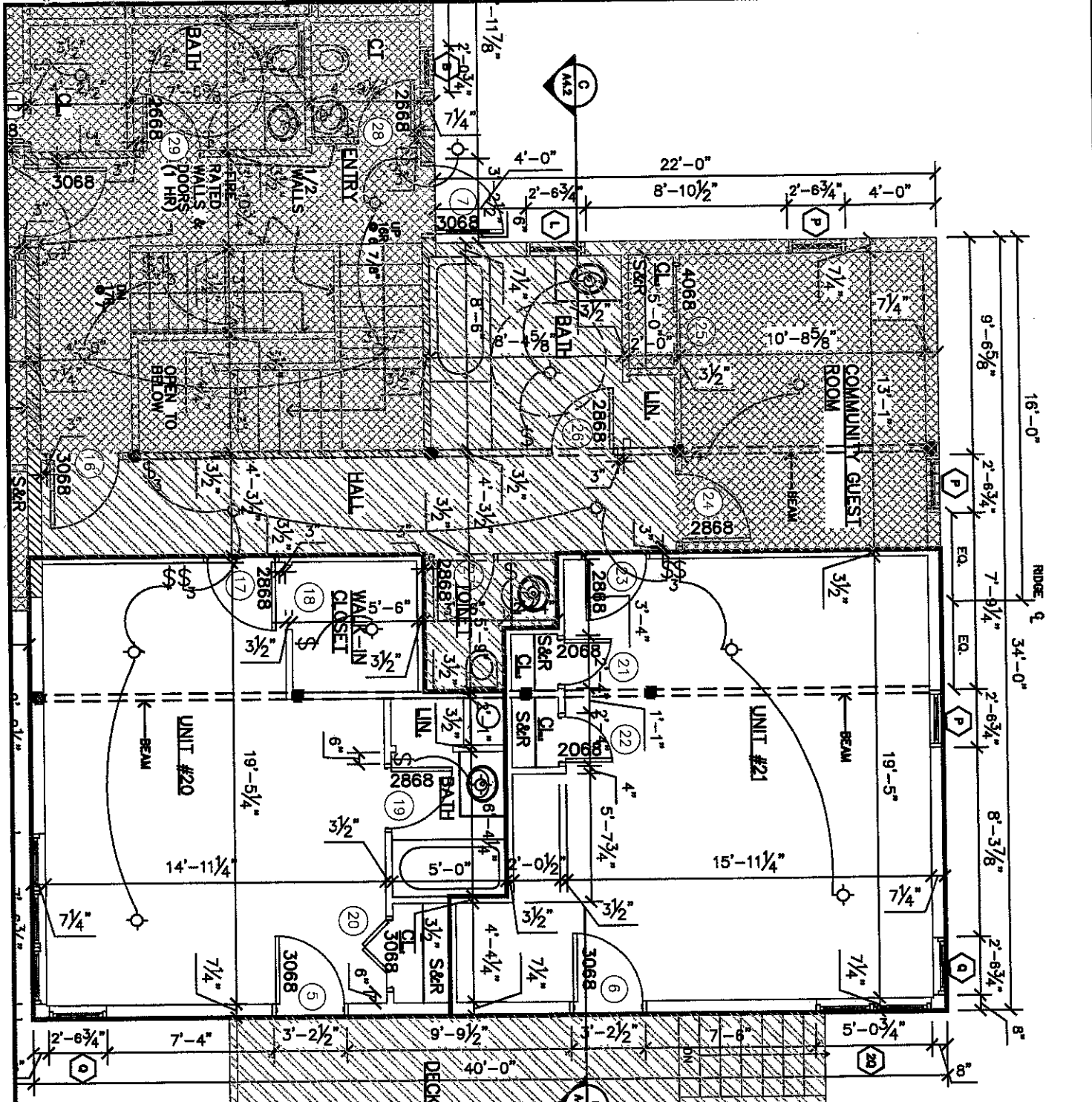


REPRESENTS
SHARED/Common AREAS

 **JEFF SCHOELLKOPF**
DESIGN
P.O. BOX 237 Warren Vermont 05674
PHONE 802.496.2166 / FAX 802.496.5266

HOUSE 15/16
LOFT LEVEL PLAN
SCALE: 1/8" = 1'-0"
COBB HILL CO-HOUSING
HARTLAND, VERMONT

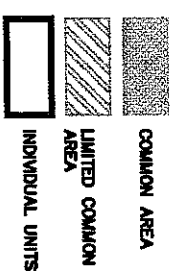
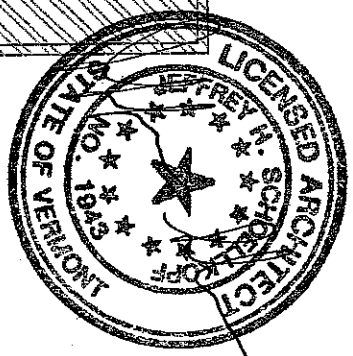
4
OF
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7.05.01



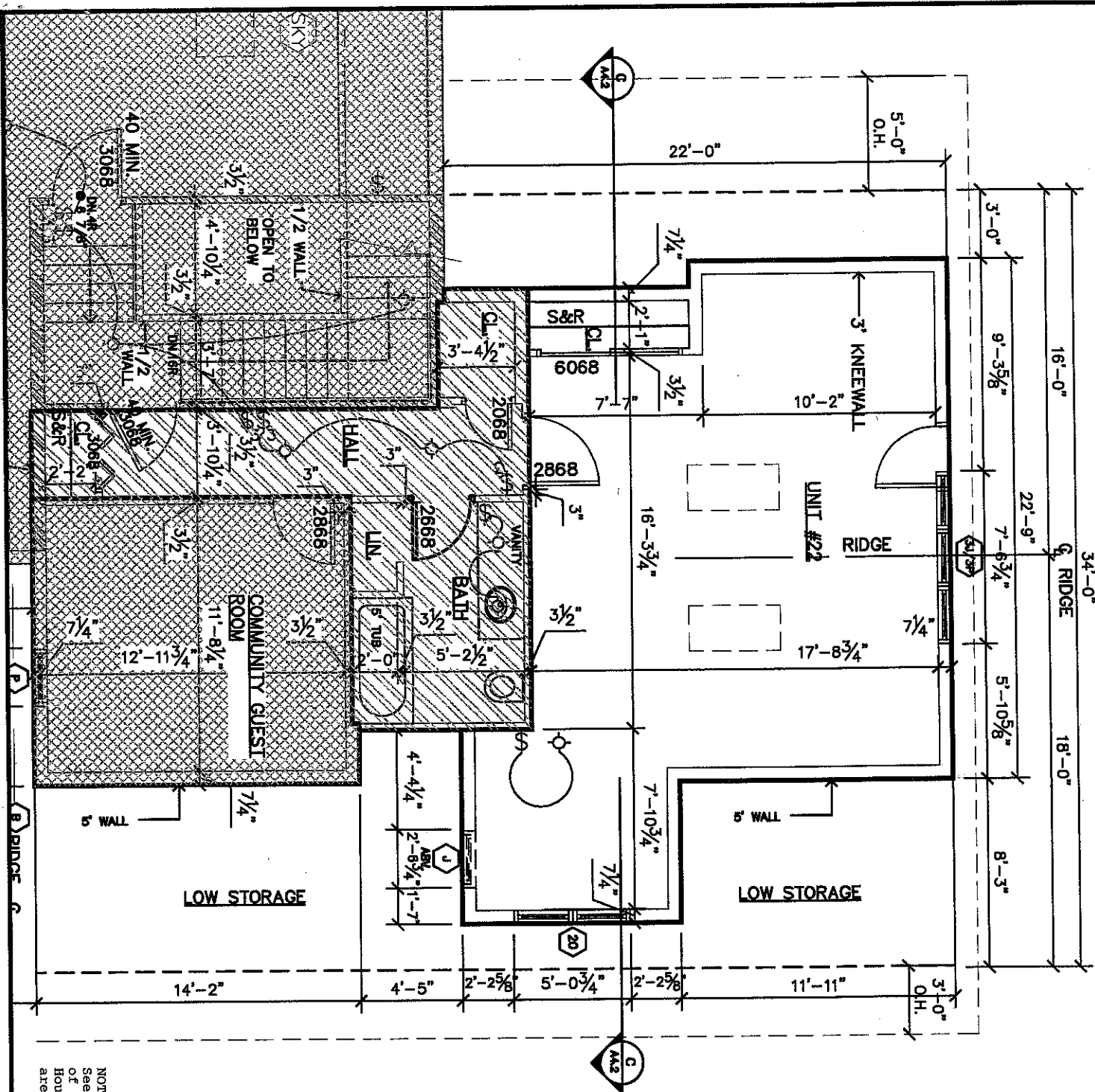
FLOOR PLANS
COBB HILL UNITS
 20, 21, 22 | *2*

JEFF SCHOELLKOPF DESIGN
 P.O. BOX 237
 WARREN, VT 05674
 802-496-2166 (F) 496-5266

DEC 13 2002



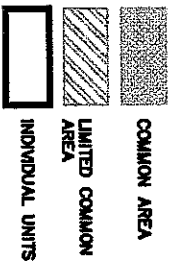
NOTE:
 See declaration for special license right of owners of units located in the Common House to use Community Kitchen and dining areas and basement storage areas.



FLOOR PLANS
COBB HILL UNITS
 20, 21, 22 2 of 2

JEFF SCHELLKOPF DESIGN
 P.O. BOX 237
 WARREN, VT 05874
 802-496-2166 (F) 496-5266

DEC 18 2002



NOTE:
 See declaration for special license rights of owners of units located in the Common House to use Community kitchen and dining areas and basement storage areas.

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF THE COBB HILL COHOUSING COMMUNITY
and CONVEYANCE OF LIMITED COMMON ELEMENTS
AND UNIT SPACE**

RECITALS

- A. Cobb Hill Cohousing, Inc. is the developer of certain housing units in Hartland, Vermont and the Declarant in a certain Amended and Restated Declaration of the Cobb Hill Cohousing Community dated July 6, 2001 and recorded in Book 125, Page 59 of the Hartland Land Records, and a First Amendment thereto dated December 17, 2002 and recorded in Book 137, Page 457 (hereinafter "Declaration").
- B. The Declaration and the By-laws referred to therein set forth procedures for the amendment of the Declaration by the members of Cobb Hill Cohousing, Inc. (also referred to as the "Community")
- C. The following amendments to the Declaration were approved by the written consent of a requisite number of members following due notice all in accordance with the Bylaws:

DECLARATION CHANGES

1. Section 3.7 (C) of Article III is amended to read as follows:

The boundaries between Units 15 and 16 located in a shared house shall be as is shown on a set of floor plans entitled "Cobb Hill Cohousing, Existing Conditions, Share House 15/16," prepared by Jeff Schoellkopf Design, of Warren, Vermont on June 4, 2007. The boundary of partitions is the interior surface of the wall facing a unit. Other boundaries are the undecorated surface of the building's perimeter walls and of its highest ceiling. The foundation slab, the outside surface of the exterior walls, and the roof shall be limited common elements allocated equally to both units. These floor plans are attached hereto as Amended Exhibit E.

Because Unit 16 can only access its second story by way of an internal spiral staircase, the owners of Unit 16 will have an irrevocable license to gain access to or from the second story through Unit 15 in the event of an emergency, or with prior reasonable notice to the occupants of Unit 15, for the purpose of moving furniture and other possessions. To facilitate this use, the owners of Unit 15 may not lock or block any of the kitchen doors or any of the doors to the closet which is at the top of the stairs leading from the first floor. Alternatively, locks to all of these doors must operate off the same key and the occupants of Unit 15 must be given a key or keys.

2. Section 3.8 of Article III is amended to read as follows:

3.8 As to all units, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any

portion of it serving only that unit is a limited common element allocated solely to that unit, and any portion of it serving more than one unit or any portion of the common elements is a part of the common elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit but located outside the unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, with regard to any duplex or shared house, all porches, balconies, patios, etc. designed to serve both units are limited common elements allocated equally to both units. Further, in the shared house (Units 15 and 16), limited common elements include the basement and the basement stairwell, all as is depicted on the above-referenced floor plans.

3. Section 8.2 of Article VIII is stricken and replaced by the following:

8.2 The Association shall have an easement over and through units for the installation, repair, maintenance and replacement of such common elements as pipes, conduits, lines, wires, equipment and facilities as may be required for storm water drainage, electricity, portable water, telephone, sanitary sewer service and other necessary utilities servicing the community.

4. Section 8.3 of Article VIII is hereby added. The new section is a reworded version of what was formerly Section 8.2.

8.3 Notwithstanding the provisions of Section 8.1 and 9.2, the uninsured expenses associated with the maintenance, replacement and repair of appurtenant limited common elements shall be charged to the unit or units to which the limited common element is assigned. Further, provided that the owners of Units 15 and 16 are able to procure full insurance, the Association shall be under no obligation to insure, maintain, or repair the limited common elements which are located within those units including the basement areas and basement stairwell.

CONVEYANCE OF LIMITED COMMON ELEMENTS TO UNIT SPACE

In accordance with the foregoing Declaration amendments and pursuant to the provisions of Title 27A Section 2-112 of the Vermont Statutes Annotated, **Cobb Hill Cohousing, Inc.** does hereby remise, release and forever quitclaim unto **Ellen Furnari**, and her heirs and assigns, all right and title which it and its successors and assigns have in the kitchen area of Unit 15, as it is now shown on the attached Amended Exhibit E, but which was previously designated as a Limited Common Element. Further, **Cobb Hill Cohousing, Inc.**, for itself and its successors and assigns, does covenant with **Ellen Furnari**, and her heirs and assigns, that from and after the enjoining of these presents, it and its successors and assigns, will have and claim no right in or to said quit-claimed premises. This conveyance is made with the intent that the Limited Common Element being released is now merged into and made an integral part of Unit 15. This conveyance does not include a transfer of the Declarant's interest in areas which were previously designated as Limited Common Elements, and which are still designated as Limited Common Elements on amended Exhibit E. Further, **Cobb Hill Cohousing, Inc.** does hereby retain, together with the owners of Unit 16, the right to enforce the licenses and restrictions outlined in this Second Amendment, which are intended to benefit the owners of Unit 16.

CONVEYANCE OF UNIT SPACE TO LIMITED COMMON ELEMENTS


Ellen Furnari does hereby remise, release and forever quitclaim unto **Cobb Hill Cohousing, Inc.**, and its successors and assigns, all right and title which she and her heirs and assigns have in the stairwell which extends from the first floor of Unit 15 to the shared basement, all as is now shown as a Limited Common Element on the attached Amended Exhibit E, but shown on earlier plans as being a portion of Unit 15. Further, **Ellen Furnari**, for herself and her heirs, executors and administrators, does covenant with **Cobb Hill Cohousing, Inc.**, and its successors and assigns, that from and after the ensembling of these presents, she and her heirs and assigns, will have and claim no right in or to said quit-claimed premises, except those rights which she has, to use the basement stairwell as a Limited Common Element.

OWNERS' CONSENT AND ACCEPTANCE

As required by Title 27A Section 2-112 of the Vermont Statutes Annotated, **Ellen Furnari**, as the owner of Unit 15, and **Stephen Leslie and Kerry Gawalt**, as the owners of Unit 16, join in the execution of this Second Amendment to the Amended and Restated Declaration of the Cobb Hill Cohousing Community and Conveyance of Limited Common Elements for the purpose of signifying their consent to, approval and acceptance of the terms of this Second Amendment and the conveyances contained herein including, without limitation, the reclassification of the kitchen from Limited Common Elements to Unit 15 unit space, and the reclassification of the basement stairwell from Unit 15 space to a Limited Common Element. Further, **Ellen Furnari** specifically accepts and assents to those portions of this Declaration Amendment which confer to the owners of Unit 16, certain license rights and which impose certain restrictions with regard to blocking and locking those doors which separate Unit 15 and Unit 16.


SECRETARY'S CERTIFICATION

I, **Colleen Lannon**, being the duly authorized Secretary of Cobb Hill Cohousing, Inc., do hereby certify that the Declaration changes set forth in this document were adopted by a requisite number of members voting in accordance with procedures set forth in Article 16 of the Amended and Restated Declaration of the Cobb Hill Cohousing Community and in accordance with the Bylaws of Cobb Hill Cohousing, Inc.


Colleen Lannon

IN WITNESS WHEREOF, Cobb Hill Cohousing, Inc. has caused its name to be subscribed by its proper officer and duly authorized agent this 17 day of October, 2007.

COBB HILL COHOUSING, INC.

By: 
Colleen Lannon
Duly Authorized Agent

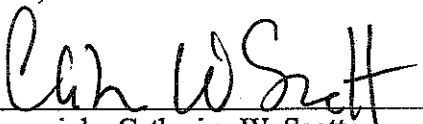
STATE OF VERMONT
WINDSOR COUNTY, SS.

At Hartford, in said county, this 17 day of October, 2007, personally appeared COLLEEN LANNON, and she acknowledged the foregoing instrument, by her subscribed, to be her free act and deed and the free act and deed of Cobb Hill Cohousing, Inc.

Before me, 
Notary Public

My commission expires: 2/10/11

IN WITNESS WHEREOF, Ellen Furnari has caused her name to be subscribed by Catherine W. Scott, her Attorney-in-Fact this 18th day of October, 2007.


Ellen Furnari, by Catherine W. Scott,
her Attorney-in-Fact

STATE OF VERMONT
WINDSOR COUNTY, SS.

At Hartford, in said county, this 18th day of October, 2007, personally appeared CATHERINE W. SCOTT, as Attorney-in-Fact for Ellen Furnari and she acknowledged the foregoing instrument, by her subscribed, to be her free act and deed.

Before me, 
Notary Public

My commission expires: 2/10/11

IN WITNESS WHEREOF, Stephen Leslie and Kerry Gawalt have caused their names to be subscribed this 17 day of October, 2007.

Stephen Leslie
Stephen Leslie

Kerry Gawalt
Kerry Gawalt

STATE OF VERMONT
WINDSOR COUNTY, SS.

At Hartland, in said county, this 17th day of October, 2007, personally appeared STEPHEN LESLIE and KERRY GAWALT and they acknowledged the foregoing instrument, by them subscribed, to be their free act and deed.

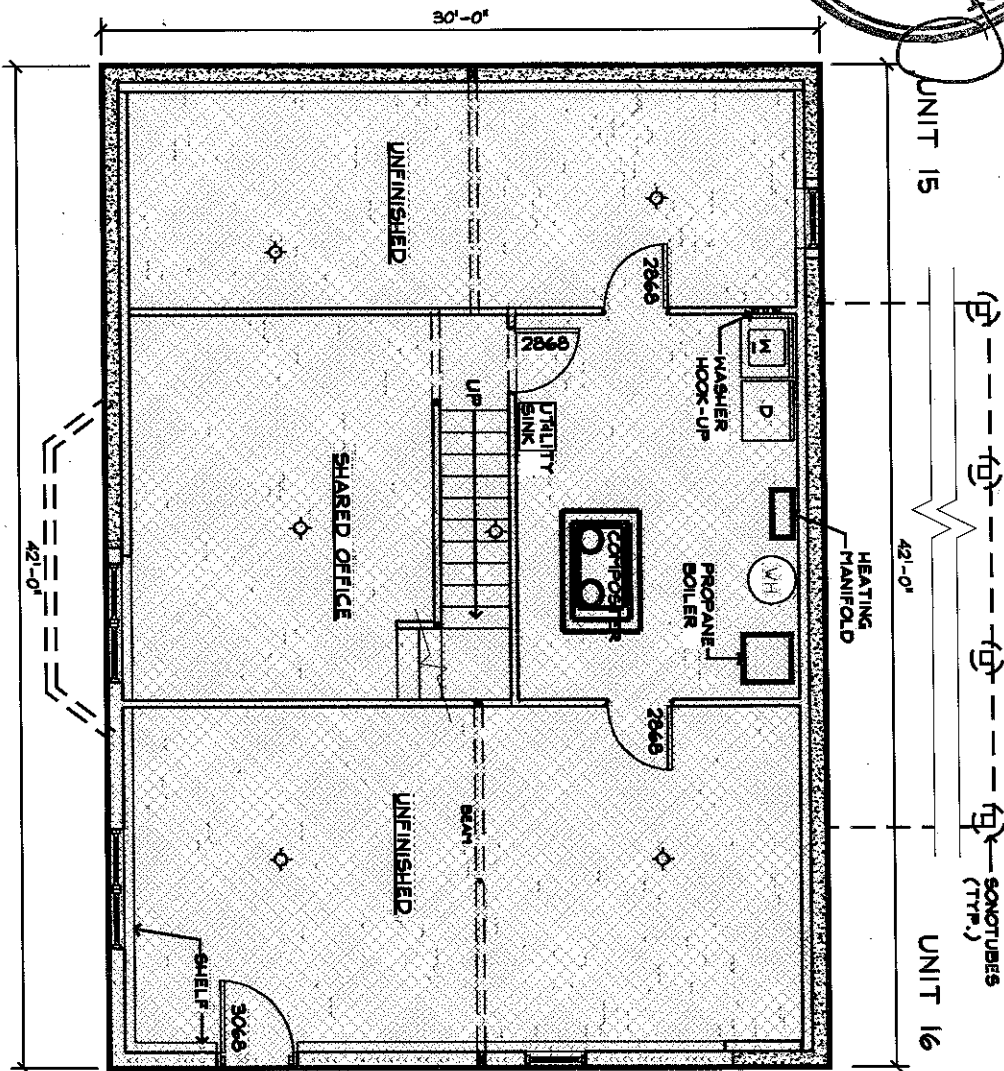
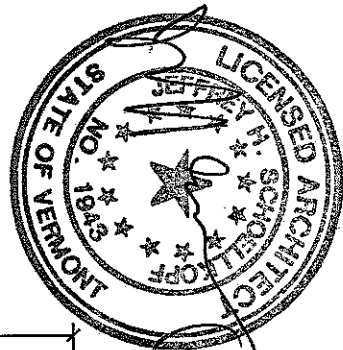
Before me, Thomas M. Roberts
Notary Public

My commission expires: 2/10/11

HARTLAND, VT Town Clerk's Office
Received for record.
October 24 A.D. 2007
at 10 o'clock 03 minutes A M
and Recorded in Book 167 Page 256-264
Attest: Clyde A. Fenne
Town Clerk

AMENDED EXHIBIT E-1

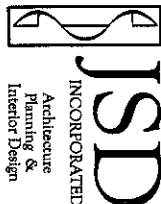
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This floor plan contains the information required by Section 2-109(b)(10) and 2-109(d)(2) of the Vermont Common Interest Ownership Act.

Basement Plan

Scale: 1/8" = 1'-0" 1



Jeff Schoellkopf Design
 PO Box 237
 Warren VT 05674
 tel 802-496-2166
 fax 802-496-5266

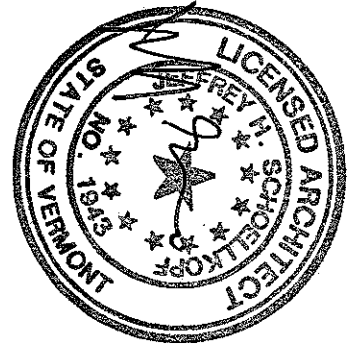
Cobb Hill Cohousing
 Existing Conditions




Share House 15/16
 Floor Plans

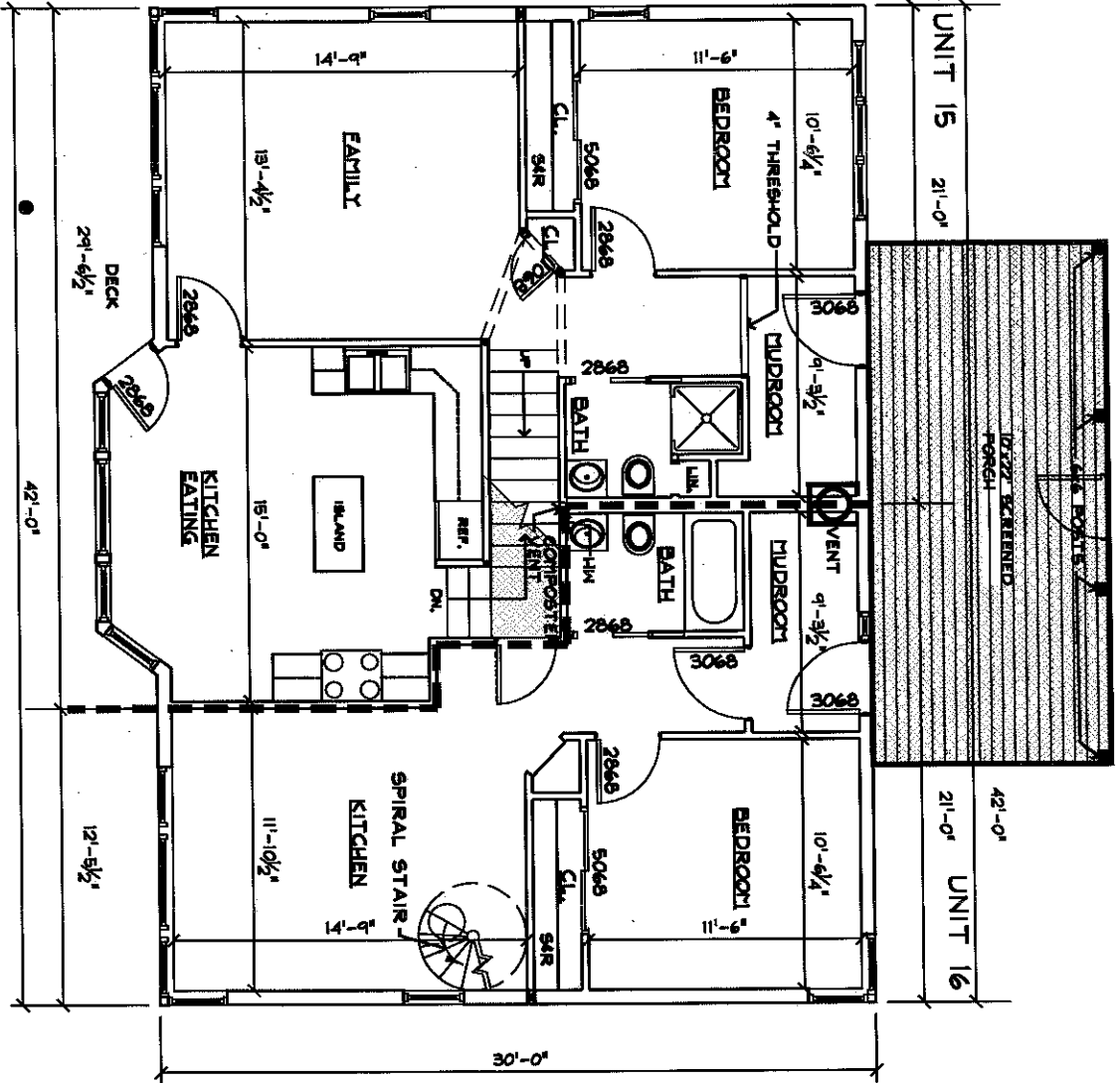
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A1

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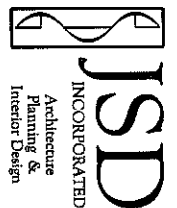
-  SHARED/Common AREAS
-  PRIVATE UNIT AREAS
-  UNIT SEPERATIONS



This floor plan contains the information required by Section 2-109(b)(10) and 2-109(d)(2) of the Vermont Common Interest Ownership Act.

First Floor Plan

Scale: 1/8" = 1'-0"
2



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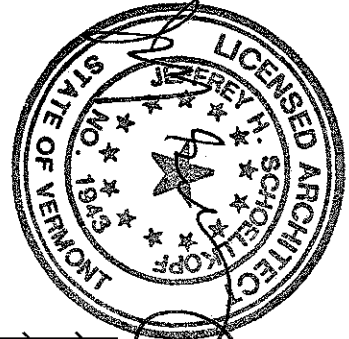
Cobb Hill Cohousing
Existing Conditions




Share House 15/16
Floor Plans

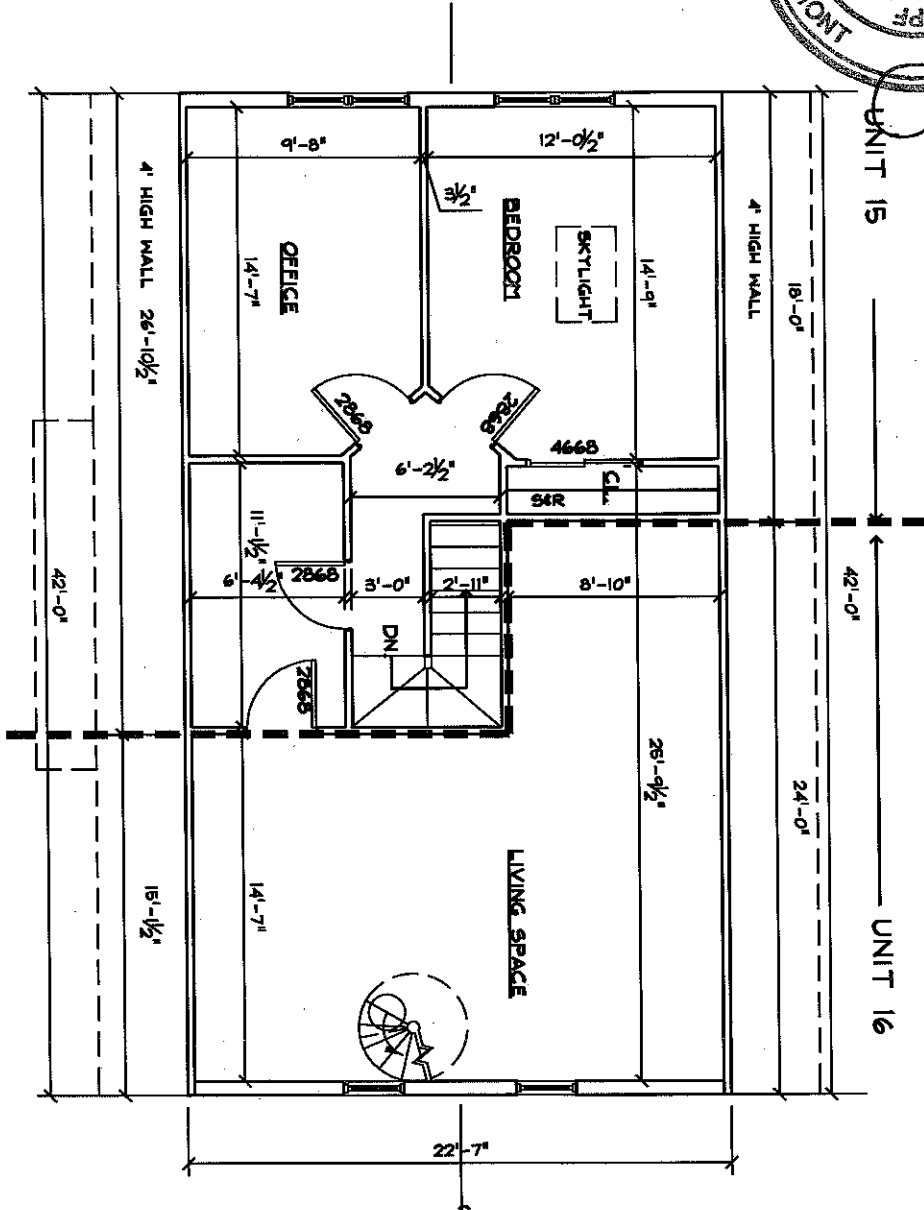
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A2

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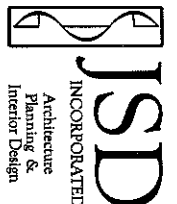


-  SHARED/Common AREAS
-  PRIVATE UNIT AREAS
-  UNIT SEPERATIONS



This floor plan contains the information required by Section 2-109(b)(10) and 2-109(d)(2) of the Vermont Common Interest Ownership Act.

Second Floor Plan Scale: 1/8" = 1'-0"



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Cobb Hill Cohousing Existing Conditions

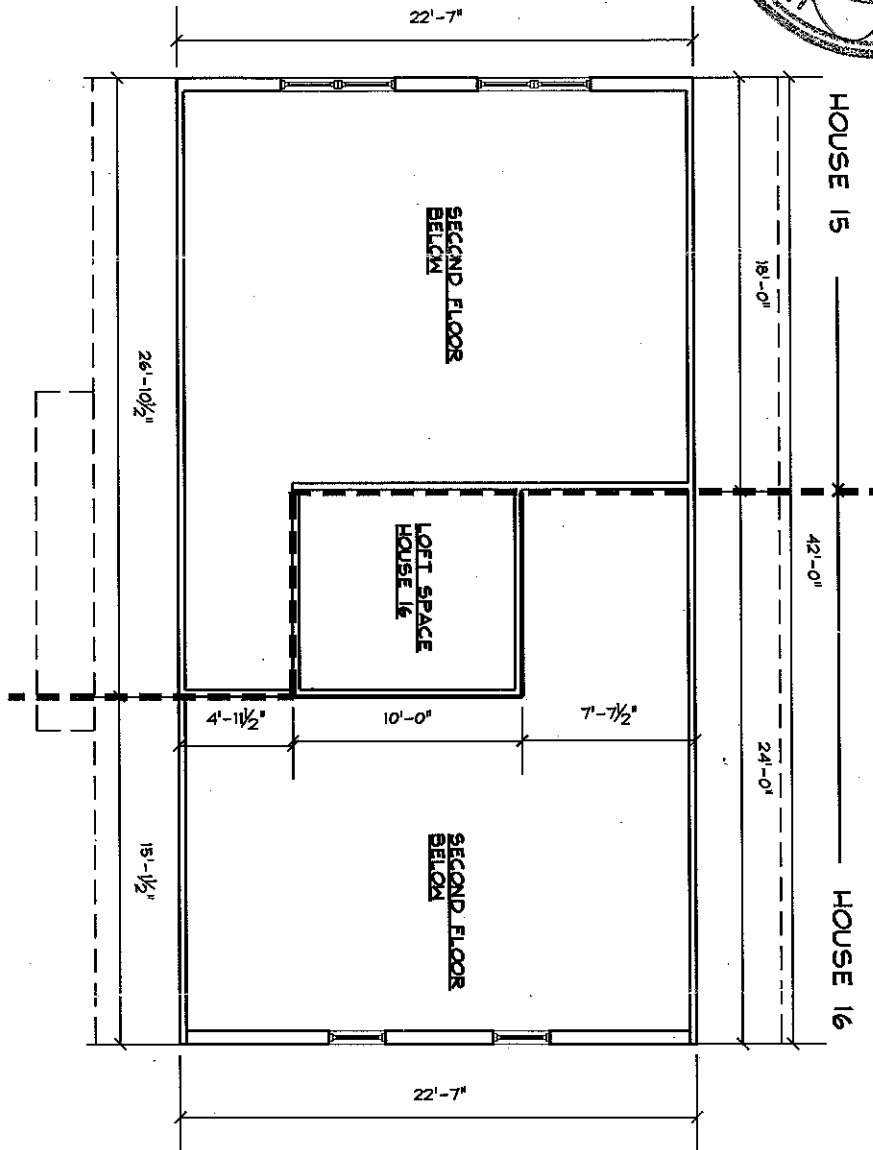
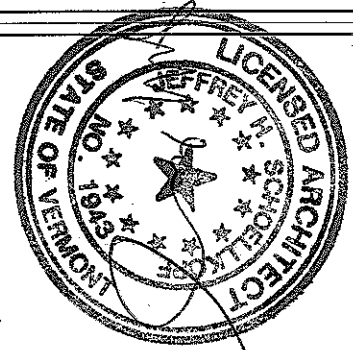
Share House 15/16
 Floor Plans




DATE
 06.04.07

A3

AMENDED EXHIBIT E-4

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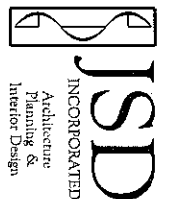


-  SHARED/Common AREAS
-  PRIVATE UNIT AREAS
-  UNIT SEPERATIONS

This floor plan contains the information required by Section 2-109(b)(10) and 2-109(d)(2) of the Vermont Common Interest Ownership Act.

Loft Floor Plan

Scale: 1/8" = 1'-0"
3



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Cobb Hill Cohousing
Existing Conditions

Share House 15/16
Floor Plans

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