

DECLARATION OF CONDOMINIUM
THE MAPLES AT LINCOLN PEAK

THIS is a Declaration of Condominium made this 18th day of July, 2005, by **F & J, INC.**, a corporation formed and existing under the laws of the State of Vermont, (hereinafter referred to as the "Declarant"), for itself and its successors and assigns.

WHEREAS, Declarant is the owner in fee simple absolute of certain "land and premises" located in the Town of Warren, County of Washington and State of Vermont, as more particularly described in "Exhibit A" and Site Plan described in "Exhibit B" attached to this Declaration and made a part hereof;

WHEREAS, Declarant is the owner of certain buildings and other improvements constructed upon the aforementioned land and premises;

WHEREAS, Declarant desires to subject the land and premises together with buildings and the improvements thereon, to covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, pursuant to and in accordance with the provisions of title 27A of the Vermont Statutes Annotated known as the "Vermont Common Interest Ownership Act", hereinafter referred to as the "Act";

NOW THEREFORE, Declarant hereby declares that all the property described on "Exhibit A" attached to this Declaration and made a part hereof, and as shown on the Site Plan and floor plans, together with the buildings and all improvements heretofore and hereafter constructed thereon and all appurtenances thereto (hereinafter referred to as "Condominium"), is hereby submitted to the Vermont Common Interest Ownership Act (27A VSA) and shall be held, conveyed, leased, occupied, subject to the Declaration, By-Laws and Administrative Rules of the Association and the Act, and the same shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning any interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust, or other legal entity, or any culmination thereof, which holds such interest solely as security for the performance of an obligation. There is, therefore, hereby created a condominium to be known as "**THE MAPLES AT LINCOLN PEAK**" in Warren, Vermont.

The organizations through which the Owners will manage and regulate the Condominium are a **Homeowners Association known as THE MAPLES AT LINCOLN PEAK HOMEOWNERS ASSOCIATION**, an unincorporated association hereby created and **THE MAPLES AT LINCOLN PEAK BOARD OF DIRECTORS**. This Declaration creates the Homeowners Association thereby establishing a membership organization in which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion

to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder. Further, the By-Laws of the Association are set forth in Exhibit D attached hereto and the House Administration Rules for the Association are set forth in Exhibit E attached hereto. All Exhibits to this Declaration are incorporated herein by reference. The Condominium and the Association are created pursuant to and in accordance with the provisions of Vermont Common Interest Ownership Act (27A VSA). F & J, Inc. shall appoint the original Directors of the Association.

SECTION 1
DEFINITIONS

The terms used in this Declaration, in its Exhibits and all amendments hereto shall have meanings stated in the Act and as follows, unless the context requires otherwise.

A. "Association" as hereinafter used in these provisions shall mean the Association of unit owners of **THE MAPLES AT LINCOLN PEAK CONDOMINIUM ASSOCIATION**, an unincorporated association established by this Declaration.

B. "Apartment" shall sometimes hereinafter be referred to as "Unit", and "apartment owner" shall sometimes hereinafter be referred to as "owner". Declarant shall, for all purposes, be deemed to be an apartment owner as to any apartment which it has not yet conveyed and shall be entitled to the aggregate percentage of undivided interest attributable to all such apartments.

C. "Common expenses" shall mean the expenses for which the owners are liable to the association. Common expenses shall include, but not be limited to, all those expenses enumerated under the provisions of the Act; other expenses which may be allocated to the unit in accordance with the provisions of this Declaration and By-Laws as well as all expenses necessary to maintain easements and rights-of-way for ingress and egress to the condominium.

D. "Condominium unit" or "unit" means a part of the condominium property which is subject to private ownership.

E. "Condominium residential unit" is a unit that shall be used as a single-family residence.

F. "Development rights" as defined in 27A VSA 1-103(14).

G. "Director" means a Director of The Maples at Lincoln Peak Condominium Homeowners Association.

H. "First Mortgagee" means the holder of any first mortgage lien or the beneficiary under any first deed of trust encumbering a unit. The term "mortgage" includes both mortgages and deeds of trust.

I. "Institutional" as used in conjunction with "Lender, "Holder", "Mortgagee" or "First Mortgagee" means commercial and savings banks, savings and loan associations, trust companies and established mortgage companies, insurance companies, private mortgage insurance companies, pension funds, any corporation (including a corporation of or affiliated with the State of Vermont or United States Government), or any federal credit unions, and other entities or agencies chartered under federal or state laws.

J. "Declarant" shall be F & J, Inc., its successors and assigns.

SECTION 2
DESCRIPTION OF LAND

The land and premises upon which said buildings and improvements are or shall be located at the corner of the Sugarbush Access Road and Golf Course Road in the Town of Warren, County of Washington and State of Vermont, and the land and premises, together with improvements heretofore or hereafter constructed made subject to the Act by this Declaration at this time is more fully described on the Description annexed hereto and made an integral part of this Declaration as "Exhibit A".

SECTION 3
DESCRIPTION OF THE MAPLES AT LINCOLN PEAK

Number of Units: Subject to future development rights described herein, the condominium shall consist of one building with four (4) units. Units of the condominium are located in the building shown on the Site Plan attached hereto as Exhibit B.

As further described herein, Declarant reserves Development Rights to create up to fourteen (14) additional units for a maximum of eighteen (18) Units. Additional Units shall generally be placed in the area depicted as "May be Developed" on the attached Site Plan.

SECTION 4
DESCRIPTION OF CONDOMINIUM UNITS

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated as follows:

A. **Description of the Units:** The Condominium is comprised of Units 1 through 4 located in Building A. Their location, designation, approximate area, initial percentage interests, number of rooms and immediately accessible Common Elements are shown on Exhibit B and in Exhibit C-1 through C-3 attached hereto. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit, provided such use and designation is consistent with applicable law and with all other provisions hereof.

The condominium will be comprised of all Townhouses, which may have different floor plans. Each Townhouse Unit will have a basement with garage or full basement. Units without a garage will have one assigned parking space or carport exclusive to such Unit. Guest parking will be located on site.

B. **Boundaries of the Units:** The boundaries of each of the Units with respect to the floors, ceilings and the walls, windows and doors thereof are as follows:

1. **Floors:** The plane of the upper surface of the basement slab or subflooring in the lowest floor.
2. **Ceilings:** the plane of the lower surface of the ceiling joists or strapping, if there be any, above the upper-most floor of the Unit.
3. **Interior Walls:** The plane of the interior surface of wall studs facing such unit, or, if there be no wall studs, the plane of the interior surface of masonry walls.
4. **Exterior Walls:** The plane of the interior surface of the furring strips; or if there be no furring strips, then the plane of the interior surface of the wall studs.
5. **Exterior Doors:** The plane of an exterior surface of the door, including the frame, jambs, hardware, threshold and flashing, but excluding the exterior molding or trim, if any, and painting and caulking.
6. **Windows:** the exterior surface of the windows, including the frame, mullins, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and painting and caulking and exterior surface of glass.

Air conditioner condensers, heating units serving only one Unit, as well as pipes, wire, chimneys and flues, sprinklers or other fire suppression or fire detection systems (if any) and or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that unit, are a part of the Unit. Garages, if any, shall be part of the Unit.

C. **Appurtenances to Units.** Each of the Units has as an appurtenance thereto the exclusive right and easement to, subject to the Rules and Regulations promulgated pursuant to the Condominium By-Laws, use the following areas (sometimes referred to as the "Limited Common Elements and Facilities" or "LCE"):

1. the driveway, if any, leading to the garage portion of the Unit, or the Unit;
2. any exterior patio, deck or balcony affixed to or leading from the Unit;

3. any doorbell or exterior lights serving the Unit;
4. any exterior parking space assigned by the Declarant to a particular Unit;

The Directors shall have the power, and each Unit Owner by acceptance of a deed agrees and consents to the Directors having the power, to allow or disallow the Unit Owner to make certain modification to the LCE including, but not limited to: the establishment and maintenance of a garden or other landscaping improvements and the installation of a barbeque grill at the sole cost and expense of the Unit Owner. If the Directors grant approval, such approval shall be on such conditions as the Directors determine in their sole discretion, and all work shall be done in a good and workmanlike manner using first class materials, free from defects. Once approval has been granted, the Unit Owner shall be responsible for all maintenance, repair and replacement of all items and improvements contained within the LCE. The Unit Owner shall also be responsible for insuring for liability purposes and for property damage purposes all modifications made to the LCE.

SECTION 5

DESCRIPTION OF THE COMMON ELEMENTS AND FACILITIES

The Common Elements and facilities of the Condominium shall consist of the entire Property described in "Exhibit A", (exclusive of the Units and some limited Common Elements, all as hereinbefore described and exclusive of any and all rights, interests and/or easement reserved by the Declarant), and any other property which is herein expressly included in the Common Elements and Facilities, including, without limitation, the following:

- A. The Common Elements and facilities shall include all areas and facilities of the condominium as are not within a Unit of the condominium and all utility lines, and other facilities contained within the Common Elements and/or within any unit except those which exclusively serve individual units and are located within the boundaries of such individual units.
- B. The foundations, structural columns, girders, beams supports, installations for central and/or common services such as power, light, oil, gas, water, sewerage, fire safety, street lights, mail stations, signage and waste disposal, including all equipment attendant thereto but not including equipment contained within and/or serving a single Unit.
- C. All common equipment wherever located in on or around the buildings and land.
- D. Roadways, sidewalks, street lighting, site lighting, yards, lawns, gardens, walkways, passageways and the improvements thereon and thereof, including fences, walls, railings and steps.

The Common Elements shall be subject to the provisions hereof and to the Declaration of Condominium, and to the Rules and Regulations as may be promulgated there under with respect

to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the following:

(I) Area designated as "May be Developed" as identified on the Plans and which shall remain the property of and be maintained and controlled by the Declarant; and

(ii) the exclusive rights, interests and easements reserved by the Declarant in the Declaration of Condominium, which rights and easements shall be deemed to be fully transferrable and shall run with the land, and are not appurtenant to the ownership of any Units in the condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

E. Easements, licenses, permits, covenants affecting the Condominium property are more fully set forth in Exhibit A attached hereto.

SECTION 6 **UNDIVIDED INTEREST**

A. **Allocated Interests.** The undivided interest of the Common Elements and common expense liability and votes in the Association allocated to each Unit are set forth below.

B. **Determination of Allocated Interests.** The interests allocated to each Unit have been calculated as follows:

1. Subject to changes arising from future development, the undivided interest in Common Elements and the percentage of liability for Common expenses, allocated to each Unit is 1/4 or 25%. If future development occurs and new Units are added, each Unit's interest shall be recalculated and determined as a fraction using one (1) as a numerator, and the total number of Units subject to this Declaration, or any amendment hereto, as the denominator.

2. Subject to changes occurring as a result of future development, the total number of votes in the Association is four (4). The total number of votes shall reflect the total number of Units in the Condominium. Each Unit shall have one (1) vote and the Declarant shall be entitled to vote as provided below.

C. **Completion of Condominium: Termination of Declarant's Voting Interest and Liability for Common Expense.** If Declarant, in its sole discretion, does not undertake to exercise its Development Rights pursuant Section 14 below, for any Unit not then currently owned by the Declarant, (1) Declarant's voting rights hereunder, (2) Declarant's interest in the Common Elements and (3) Declarant's liability for any future Common expenses in the Condominium, shall automatically terminate. In addition, Declarant's Development Rights

described in Section 14 shall terminate.

The undivided percentage interests referred to above hereto shall be determinative of all matters which under the Act, this Declaration, and the By-Laws are properly determinable by reference to the respective percentages, including, but not limited to, the following:

1. The weight of each Unit Owner's vote in voting on Association business.
2. The allocation of common expenses.
3. Each Unit Owner's undivided share in the condominium in the event of dissolution.
4. Each Unit Owner's share in the proceeds of general common areas and facilities in the event of condemnation.

SECTION 7 COMMON EASEMENTS

A. **Rights of Access.** Each Unit owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his or her Unit. Each unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other common Elements located in such Unit and serving other Units. The Directors, and any of them, any manager or managing agent and person authorized by the Directors or by any manager, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or common element or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other common Elements in any Unit or elsewhere in the Buildings or for any other purpose permitted by this Declaration. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

B. **Easement for Completion.** The Declarant hereby reserves an easement through the common elements for the purpose of completing improvements described in this Declaration or to make improvements in the condominium and to erect and remove signs advertising the condominium.

C. **Upkeep of Condominium.** The Association shall be responsible for maintenance, repair and replacement of the common elements including roof repair, snow removal, sanding and exterior painting. The owner of a unit shall be responsible for the

maintenance and repair of the unit at his/her own expense. The owner of a unit to which any doorstep, stoop, porch, balcony, deck or patio is allocated, shall be responsible for removal of snow, leaves and debris therefrom. Each unit owner shall afford to the Association and the other unit owners and to their agents or employees, access across his/her unit reasonable necessary for those purposes. If damage is inflicted on the common elements or any unit through which access is taken, the unit owner responsible for the damage, or the Association if it is responsible, shall promptly repair such damage.

SECTION 8 **ENCROACHMENTS**

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the common elements made by or with the consent of the Directors, or (b) settling of all or any portion of the building(s), or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the buildings stand.

SECTION 9 **INTENDED USE**

The Condominium is intended to be used solely for single family residential purposes, the common elements being used incidental thereto.

A. The architectural integrity of the Buildings and the Units shall be preserved and, to that end, no architectural change may be made unless permission is first received from the Directors. No balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, spot lights or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no sign, painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the prior express consent thereto in writing by the Directors. Such restrictions shall not, however, be construed to restrict a Unit owner's right to decorate the interior of his or her Unit as he or she should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Directors, from the aesthetic or architectural integrity of the Building and/or the surrounding public or private open space lands, the Unit Owner may be required to undertake such reasonable measures as the Directors may determine to ameliorate such deduction. Further, such restrictions shall not be construed to restrict a unit owner's right to move, remove, alter or change any interior

non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the buildings systems and provided further, that (1) reasonable advance notice thereof is given to the Directors; (2) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (3) all conditions as may be reasonably imposed by the Directors are satisfied; and (4) any contractors performing such work shall be licensed and insured, and shall provide the Directors with evidence of same prior to the commencement of work.

B. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in or annexed hereto, provided, however, that: (1) no such pets are raised or bred for commercial and/or remunerative purposes; (2) that said pets do not create a nuisance as the Directors may in their reasonable discretion determine; (3) any such pets shall be leashed or otherwise restrained at all times when not kept within the Unit or LCE and shall not be allowed to roam freely about the Common Elements; (4) Unit Owners or occupants keeping pets shall at all times clean up after such pets, including prompt removal and proper disposal of dog and cat droppings; and (5) all cats must wear collars equipped with bells.

C. No unit shall be maintained at an ambient temperature of less than fifty-five degrees Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

D. No illegal, immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirement of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Directors, except as may be otherwise provided for herein.

E. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units.

F. No Unit Owner shall place or cause to be placed in or on any of the Common Elements other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Directors may designate.

G. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the

Condominium as a whole.

H. No boats, trailers, mobile homes, commercial vehicles, vehicles with commercial lettering or unregistered vehicles shall be kept within the garages or upon the Common Elements.

I.. Garage doors shall be kept closed at all times, except for time of entry and exit.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Directors, and may be administered on behalf of the Unit Owners by the Directors. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Directors, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

SECTION 10

DECISION TO RECONSTRUCT OR REPAIR AFTER DESTRUCTION OR DAMAGE

A. In the event of damage or destruction to the condominium by fire or other casualty, the same shall be promptly reconstructed or repaired by the Association in substantial conformity with plans of record and the original plans and specifications for The Maples at Lincoln Peak Condominium Association with the proceeds of insurance available for that purpose, if any.

B. In the event of damage or destruction to the condominium by fire or other casualty to the extent of two-thirds (2/3) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer for the period during which such loss was sustained, there shall be no reconstruction or repair of the damaged portions unless, at a meeting of the members of the Association, which shall be called and held within thirty (30) days after the occurrence of the damage or destruction, owners owning in the aggregate eighty percent (80%) or more of the aggregate ownership interest vote in favor of such reconstruction or repair. Absent such a determination by the Association, the condominium shall be deemed to be owned in common by owners of all the condominium units in the same proportion as that established in this Declaration for ownership of appurtenant undivided interest in the common areas and facilities; the condominium will be subject to the proceedings provided for in the pertinent part of the Act.

C. In the notice to the members for the meeting which is to be held pursuant to the above paragraph, the following information shall be sent, which information shall be prepared or caused to be prepared by the Board of Directors.

1. An estimate of damage.
2. An estimate of the cost of repairing the damage or reconstructing the damaged portions in substantial compliance with the original plans and specifications.
3. An inventory of Association funds from all sources, including insurance, available

for such reconstruction and repair work.

4. If such available funds are less than the estimated reconstruction and repair costs, the amount of the assessments against each unit which would be necessary to enable the Association to reconstruct or repair.

SECTION 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY:
PERFORMANCE OF WORK AND FINANCING

A. Any reconstruction or repair work required or decided upon in accordance with this Declaration, whether to be performed on common areas and facilities or individual units, shall be done only by the Association, which may, however delegate such work to suitable contractors of its choice.

B. The proceeds of any insurance upon the condominium which are collected or collectable by the Association shall be available to it for the purpose of defraying the cost of such reconstruction or repair work. If they are insufficient for that purpose, the Association may raise the remainder of the necessary funds by levying one or more special assessments in the same manner in which assessments to meet ordinary common expenses are levied.

SECTION 12
INSURANCE

A. In order to insure that sufficient reconstruction or repair funds or both will be available to the Association if and when needed, the Board of Directors of the Association shall insure the entire condominium in such amounts as it shall, in its judgment, determine to provide adequately for replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire insurance and extended coverage, vandalism, and malicious mischief insurance and such other types of insurance as may, in the Board of Directors' opinion, serve this purpose. The Board of Directors may comply with the above requirements by the purchase of blanket coverage and may elect such deductible provisions as are, in its opinion, consistent with good business practice and the purpose for which the insurance is bought.

Policies of casualty insurance hereunder shall name the Association as the insured and the person to which payment is to be made as Director for each of the owners in the amount of his ownership interest. They shall also provide that they cannot be canceled, except upon at least thirty (30) day's written notice to the insured Association.

B. The Board of Directors of the Association shall also purchase broad form comprehensive liability coverage in such amounts and in such forms as prudent condominium management practice may suggest. Coverage may include liabilities for personal injuries or

property damage suffered on or in common areas and facilities and liabilities rising from the operation of motor vehicles on behalf of the Association.

C. The Board of Directors of the Association shall obtain such insurance against additional risks of a similar or dissimilar nature as it shall deem necessary, appropriate, or in harmony with prudent condominium management practice.

D. Premiums and expenses for all insurance purchases by the Board of Directors of the Association hereunder shall be common expenses. Where insurance premiums are increased as a result of increased risk attributable to a particular unit they shall be allocable to the unit responsible for the increase, based upon the insurance carrier's appraisal of risk inherent to said unit. A levy made against a unit owner for an increase in premiums may be enforced by the Association by adding the same to the common expenses allocable to said unit.

E. No insurance purchased by the Board of Directors of the Association hereunder shall in any way prejudice the right of each owner to insure his own unit and the property therein for his own benefit, nor shall the insurance purchased by the owner diminish or in any way prejudice the Association's rights and protection under policies purchased and held by it pursuant to this Section.

F. In the event the cost of reconstruction or repair shall exceed an amount equal to eighty percent (80%) of the full replacement value of the condominium, all proceeds of insurance shall be paid over to a trust company or bank, selected by the Board of Directors, as an insurance trustee, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the Board of Directors or in the event the members do not vote to reconstruct or repair, then paid out based upon the undivided percentage interest of each unit.

In the event the condominium is reconstructed or repaired, and upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Association and shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that established in the Declaration for ownership of undivided percentage interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such payment is required by any lien or and to the extent the same is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interest in each unit.

SECTION 13 **CONDEMNATION**

A. In the event of service of process in a condemnation action upon the Association, the Board of Directors of the Association shall immediately notify all owners.

B. Upon the entry of a decree of condemnation or order of taking resulting in the taking of a unit, but not before, the owner thereof shall automatically cease to be a member of the Association and cease to have any interest in common areas and facilities. Such termination of membership shall be prospective only and shall not affect liabilities or claims which arose prior thereof.

C. Any condemnation award resulting from a condemnation of any part of the condominium, shall in the first instance, be paid to the Association, to be held and distributed to the persons entitled thereto as hereinafter provided.

D. A total taking, which shall mean a taking involving the condemnation of not less than eighty percent (80%) of the value of the condominium as determined under "Exhibit C", shall terminate this Declaration. Unless otherwise ordered by the Court, the total condemnation award shall be distributed to the owners in proportion to their respective ownership interests. The portions of the condominium not taken shall be considered owned in common by the owners and shall be subject to partition pursuant to the Act.

E. A partial taking which is a taking involving a condemnation of at least two percent (2%) but less than eight percent (80%) of the value of the condominium as determined under "Exhibit C" shall also terminate this Declaration unless at a meeting of all remaining owners, to be called and held not later than ninety (90) days after the entry of the order of taking or decree of condemnation, the remaining owners adopt an amendment to this Declaration which is:

1. To take account of the elimination of the condemned units and their owners from the condominium and to determine the necessary reallocations of the burdens and benefits of unit ownership to be made, so far as practicable in accordance with the general principles embodied in this Declaration.

2. Making such changes as may be necessary for the continued satisfactory operation of the condominium subject hereto in light of the nature and extend of the particular taking involved.

If this Declaration is not so amended within ninety (90) days of the entry of the decree or order of taking, it shall terminate and unless otherwise ordered by the Court, the total condemnation award shall be distributed to the owners in proportion to their respective ownership interests. The portions of the condominium not taken shall be considered owned in common by the owners and shall be subject to partition pursuant to the Act. If it is so amended, the condemnation award or awards shall be paid over to the owners whose units were taken in proportion to the loss suffered by each, provided however, that any compensation for the taking of common areas and facilities shall be paid over to the owners in proportion to their respective ownership interests.

F. A taking of an individual unit in any building shall, so far as possible, be treated as

a simple sale or conveyance thereof.

SECTION 14
RIGHTS RESERVED TO THE DECLARANT

A. As stated above, the Declarant reserves future Development Rights to add additional units to the Condominium. Until such time as additional Units are added to the Condominium by the recording of Amendments to this Declaration, any buildings or portions thereof existing on the Land and Premises described in "Exhibit A", any other portions of the buildings shown on the Site Plan and any land not described in "Exhibit A" shall not be part of the Condominium and shall be exclusively owned by, and shall be the exclusive responsibility of, the Declarant or other owner thereof.

As stated above, the Declarant hereby reserves the right in the future to add to the Condominium an additional fourteen (14) Units for a total of 18 Units, Common Elements and facilities, and Limited Common Elements and facilities, all of which shall remain the property of the Declarant until conveyed by it. The acceptance and recording of a deed or mortgage to any Unit in the Condominium shall be deemed consent to the foregoing and granting to the Declarant of a durable power of attorney, coupled with an interest, to grant, modify and/or confirm related rights and interests and to Amend the Declaration without the consent of current Unit owners.

B. The Declarant need not create 18 Units and Declarant expressly reserves the right to create fewer than 18 Units and to develop additional Units in any manner, method and sequence that Declarant, in its sole discretion, deems best.

C. The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Land made part of this Condominium now or in the future, to complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, septic, walkways, and drainage lines to serve the dwelling Units constructed on the Condominium Land.

D. The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or mortgagee, to amend this Declaration so as to include additional Units in the Condominium.

E. Except as otherwise provided herein, if the Declarant has not so amended this Declaration so as to include any or all of Units in the Condominium within twenty (20) years after the date of recording of this Declaration of Condominium, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Units not yet created. Nothing herein shall be deemed to obligate the Declarant to create any additional Units. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of any Amendments to this Declaration creating additional Units to change the number, size, design and layout and location

of Units in any of such later Phases.

F. Declarant reserves unto itself and its agents, servants, employees, independent contractors, successors and assigns the right and easement to use, occupy and later for construction purposes, the "reserved" or "May be Built" areas depicted on the Site Plan in order to construct any Condominium Units thereon and the Common Elements and Limited Common Elements and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easement to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors and successors and assigns the right of access, ingress and egress over and upon the land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by Declarant, the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, tanks, walls, ducts, conduits and similar facilities to serve any or all of the buildings and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling Units and the Common Elements and facilities.

G. The rights and easements reserved by the Declarant in this Section 14 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Declaration, or in any prior-recorded instrument.

H. The rights and easements reserved by the Declarant for itself and its successors and assigns in this Declaration shall survive the sale of all of the Units and are to be deemed to be fully transferable, running with the land.

I. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and no such Unit owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Directors and all Unit Owners shall join in any application for such governmental permit; approval or zoning relief, provided Declarant shall bear any costs therefor.

J. The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Condominium and By-Laws, at any time, and from time to time, to any

mortgage holder, person, trust, firm or entity as may be determined by Declarant. Each Condominium Director, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Director, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The condominium Directors and Unit owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easement reserved by the Declarant in this Declaration of Condominium.

K. Declarant's Development Rights, and all privileges and appurtenances running therewith, including rights granted in paragraph 17(A) below shall also terminate upon the filing of an Amendment to the Declaration declaring the eighteenth (18th) and final unit.

SECTION 15 **TITLE TO UNITS**

Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety or in the name of a fiduciary, corporation, and limited liability company or limited liability partnership.

SECTION 16 **SALE OR LEASE OF UNITS**

A Unit Owner may, subject to the restrictions of this Declaration of Condominium and By-Laws, assign, lease, sell or otherwise transfer all of his interest in his Units, together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Directors or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iv) the interest of such Unit Owner in any other assets of the Condominium, (i), (ii), (iii) and (iv) above hereinafter collectively called the "Appurtenant Interests" in the manner set forth below:

A. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of this Declaration with Exhibits, and the rules and regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent

with the restrictions contained in this Declaration of Condominium and shall be deemed to provide that the Directors shall have the power to terminate such lease and/or to bring an action to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Declaration and/or rules and regulations. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interests. If such interests are not included, they shall be deemed included and taken to include such interests so omitted.

SECTION 17

AMENDMENT OF DECLARATION, BY-LAWS OR RULES OF CONDOMINIUM

A. **Declarant's consent.** Notwithstanding any contrary or inconsistent provision herein, for so long as Declarant holds and retains future development rights as described in herein, including but not limited to, rights described in Section 14 above, any amendment to the Declaration, By-Laws and Condominium Rules must be consented to and signed by the Declarant or its successors and/or assigns, which consent shall not be unreasonably withheld.

B. **General Amendments.** Except as set forth in Section 14 above relating to development rights reserved by the Declarant and except as otherwise provided in this Section, this Declaration of Condominium may otherwise be amended by an instrument in writing consented to by Unit Owners (including all Units owned by the Declarant and all remaining Units which may be created by the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the undivided interests in the common areas and facilities and duly recorded, provided, however, that the date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners or any mortgagees of record, as long as the amendment is signed by a majority of the Directors, who shall certify in such amendment that the amendment has been consented to by the requisite number of Unit owners and the respective date each such consent was obtained. Said consents shall be kept on file with the Board of Directors for not less than five (5) years from the date the amendment is recorded.

SECTION 18

RIGHTS RELATED TO MORTGAGES

A. **Notice of Action.** Upon written request to the Association from any Institutional Mortgagee, identifying its name and address and the unit number or address, such Institutional Mortgagee shall be entitled to timely written notice of:

1. any condemnation loss or any casualty loss which affects any material portion of the condominium or any unit on which there is a first mortgage held, insured or guaranteed by such qualified requesting party;

2. any delinquency in the payment of assessments or other charges by a unit owner subject to a first mortgage held or insured by such party which delinquency remains incurred for a period of sixty (60) days;

3. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the association; or

4. any proposed action which would require the consent of a specified percentage of Institutional Mortgagees.

B. Special Voting Rights of Institutional Mortgagees. Any action with respect to the condominium including, but not limited to, a material amendment to this Declaration (but specifically not including as a material exercise, the exercise of future development rights reserved herein by the Declarant), restoration or repair after partial or total condemnation or casualty loss or termination of the legal status of the condominium under the Declaration requiring the votes of the unit owners shall also require the consent of the Institutional Mortgagees holding mortgages on units which represent at least fifty-one percent (51%) of the mortgages of Institutional Mortgagees in the condominium; provided, however, that in the case of a termination of the condominium not made as a result of destruction, damage or condemnation, the applicable percentage shall be eighty percent (80%) instead of fifty-one percent (51%). For purposes of this section, a "material amendment" includes but is not limited to any provision affecting:

1. Assessments, assessment liens, or subordination of assessment liens;

2. Voting rights;

3. Reserves for maintenance, repair and replacement of common areas;

4. Responsibility for maintenance and repairs;

5. Reallocation of interests in the common areas or limited common areas (other than reallocation) except that when limited common areas are reallocated by agreement between unit owners, only those unit owners and only the Institutional Mortgagees which hold mortgages on such units must approve such action;

6. Rights to use common areas and limited common areas;

7. Boundaries of units, except that when boundaries of only adjoining units are involved, then only those unit owners and the Institutional Mortgagees holding mortgages on such

unit or units must approve such action;

8. Convertibility of units into common areas or common areas into units;
9. Expansion or contraction of the condominium, or the addition, annexation or withdrawal of property to or from the condominium, except for the development rights reserved by Declarant in this Declaration;
10. Insurance or fidelity bonds;
11. Leasing of units;
12. Imposition of restrictions on a unit owner's right to sell or transfer his or her unit;
13. Restoration or repair of the condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
14. Termination of the condominium after occurrence of substantial destruction or condemnation; and,
15. Any provision that expressly benefits mortgage holders, insurer or grantors.

C. **Failure to Provide Negative Responses.** For the purposes of subsection 2 above, an Institutional Mortgagee who receives a written request to approve action in accordance with this Section, delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such action unless said Institutional Mortgagee provides a negative response to the Association within thirty (30) days of the date of receipt by the Institutional Mortgagee of the written request.

SECTION 19 **CONFLICTING PROVISIONS**

This Declaration of Condominium is set forth to comply with the requirements of the Vermont Common Interest Ownership Act (Title 27A VSA.). In the event of any conflict between this Declaration and the provisions of the Act, the provisions of such statute shall control.

SECTION 20 **INVALIDITY**

The invalidity of any provision of this Declaration of Condominium shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration of Condominium and, in such event, all of the other provisions of this Declaration of

Condominium shall continue in full force and effect as if such invalid provision had never been included herein.

SECTION 21
WAIVER

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

SECTION 22
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration of Condominium nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms reflecting the singular and plural.

SECTION 23
DURATION

The Duration of this condominium community shall be perpetual unless terminated as provided for by the Statute.

SECTION 24
DECLARANT

The term Declarant shall include the Declarant and its successors and assigns. Successors and assigns shall include, but not be limited to, those succeeding to the Declarant's interest by foreclosure, deed in lieu of foreclosure, deed, grant or assignment. Successors and assigns shall not include individual Unit Owners, unless that intent is evidenced by clear assignment in writing by the Declarant. All rights of the Declarant contained in this Declaration of Condominium, By-Laws and Rules and Regulations may not be amended to affect the rights and/or obligations of the Declarant and its successors and assigns without the written consent of the Declarant and its successors and assigns.

SECTION 25
COMPLIANCE AND DEFAULT

A. Each owner shall be governed by and shall comply with the terms of this Declaration, By-Laws, and Administrative Rules, as the same may be amended from time to time. Specifically, but without limitation, each owner shall be liable for and pay within thirty (30) days of receipt of a statement the following:

1. All assessments made by the Association to meet present and projected common expenses.

2. The expense of any maintenance, repair, or replacement rendered necessary by an owner's non-compliance with this Declaration, By-Laws, Administrative Rules, or his act, neglect, or carelessness, or by that of any member of his family, guests, invitees, agents and patrons, to the extent not covered by insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances, or of the common areas and facilities.

B. Failure of any owner or other parties to comply with any of the terms contained in this Declaration, By-Laws, or the Administrative Rules, as the same may be amended from time to time, shall entitle the Association or owners to the following relief, in addition to relief granted under the Act and applicable law:

1. Any owner and any other party shall be liable to injunctive relief, to prevent or abate the effects of such violation upon one or more owners or the Association.

2. The prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

3. the failure of the Association, the Board of Directors, or any owner to enforce any covenant, restriction, or other provision of the Act, this Declaration, the By-Laws or the Administrative Rules, shall not constitute waiver of the right to do so thereafter.

SECTION 26

ASSOCIATION RESPONSIBILITIES OF MAINTENANCE

In addition to the requirements of Section 7, the owners, acting through the Association shall maintain and preserve those common elements such as wells, water lines, wastewater systems and sewer lines, roadways, common parking areas, drainage systems, and such other Common Elements which serve all the owners and which are located upon The Maples at Lincoln Peak. The owners, acting through the Association, and individually, shall conform to all permit conditions associated with the Maples at Lincoln Peak condominium site.

SECTION 27

EFFECTIVENESS OF THIS DECLARATION

A. This Declaration shall become effective upon the execution in accordance with the Act by Declarant and the filing of the Declaration in the Land Records of the Town of Warren, County of Washington and State of Vermont.

B. This Declaration, the By-Laws and any Administrative Rules adopted thereunder shall supplement and not replace or waive any and all rights and obligations provided for by the Act and by other applicable laws which inure to the benefit of and are binding upon any person affected thereby.

SECTION 28
RESTRICTIVE COVENANTS

All of the terms, provisions and conditions of this Declaration and its Exhibits shall be a covenant running with the land for the benefit of the condominium, Declarant, any owner, the Association and its successors and assigns.

SECTION 29
SERVICE OF PROCESS

The name and address of a person on whom process may be served in any action described in the Act is as follows:

F. Brian (Ted) Joslin, Esq.
141 Main Street
Montpelier, VT 05601-0249

This appointment shall be effective until the appointment of a successor or the death or resignation of the agent. Any successor shall be elected by the Board of Directors and such notice, attested by the President and Secretary of the Association, shall be filed in the Land records of the Town of Warren. A resignation shall be by notice to the Board of Directors, with a copy filed in the Land Records of the Town of Warren. If there is no agent appointed as provided in this Section, service may be made upon any officer of the Association.

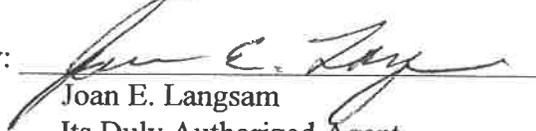
SECTION 30
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Date at Montpelier, Vermont this 1st day of July, 2005.

F & J, Inc.

By:



Joan E. Langsam
Its Duly Authorized Agent
Declarant

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At Montpelier this 1st day of July, 2005 personally appeared Joan E. Langsam, duly authorized agent of F & J, Inc. who stated under oath that the foregoing was her free act and deed and the free act and deed of F & J, Inc.

Before me:


Notary Public

My commission expires: 2/10/07

EXHIBIT A

Being all and the same land and premises conveyed to F & J, INC., a Vermont Corporation, by Warranty Deed of JOAN E. LANGSAM dated October 9, 2003 and recorded in Book 160, Pages 609 - 610 of the Town of Warren land records.

The land and premises herein conveyed are further described as being all and the same land and premises conveyed to JOAN E. LANGSAM by Warranty Deed from THE NATURE CONSERVANCY OF CANADA dated June 19, 2003 and recorded in Book 157, Pages 284 - 286, of the Town of Warren land records.

In order to comply with the State of Vermont Environmental Protection Rules on the subdivision of lands and disposal of waste including sewage, the grantee should not construct or erect a structure or dwelling on the parcel conveyed herein, the useful occupancy of which will require the installation of plumbing and sewage treatment facilities or convey this land without first complying with said state regulations.

The Property is conveyed subject to the following:

1. all legally enforceable easements, right of way, covenants, conditions, permits, declarations, and any other restrictions on use of record to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §§ 601 - 604); and
2. rights of the public and others legally entitled thereto in any portion of the Property lying within the boundaries of a public road, way, street, trail, or alley to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §§ 601-0604).

Reference is hereby made to deeds referred to above and the records thereof, in further aid of this description as well as to the following permits, and as amended from time to time:

Agency of Natural Resources Wastewater System and Potable Water Supply Permits numbered WW-5-2738 through WW-5-2741;

State of Vermont Land Use Permit number 5W1429;

Findings of Fact and Decision of the Warren Development Review Board, with regard to F & J, Inc.'s, project known as "The Maples at Lincoln Peak", dated May 12, 2004, recorded May 13, 2004, in Book 165, pages 586 - 589, of the Town of Warren Land Records; and,

Minutes of meeting of the Warren Development Review Board, with respect to F & J, Inc.'s, project entitled "The Maples at Lincoln Peak", dated May 12, 2004, recorded May 28, 2004, in Book 166, pages 56 - 60, of the Town of Warren Land Records.

**CERTIFICATION UNDER TITLE 27 (a) Sec. 4-120
OF THE COMMON INTEREST OWNERSHIP ACT
FOR
THE MAPLES AT LINCOLN PEAK**

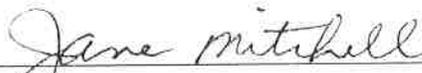
I, Scott Waite, an independent civil engineer, hereby certify, in accordance with Title 27A Sections 2-101 (b) and 4-120 of the Common Interest Ownership Act, that Building "A" (comprising Unit number 1 with a street address of 24 Amber Way, Unit number 2 with a street address of 24 Amber Way, Unit number 3 with a street address of 24 Amber Way, and Unit number 4 with a street address of 24 Amber Way, of the Maples at Lincoln Peak Condominium Project in Warren, Vermont, has been substantially completed in accordance with the plans and specifications, attached as Exhibit B, Site Plan and Exhibit C, Condominium Plans of Lincoln Peak, filed or to be filed in the Town of Warren Land Records and that all structural components and mechanical systems of said buildings have been substantially completed in accordance with the plans in Exhibits B and C above.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of June, 2005.



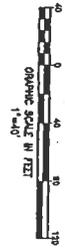
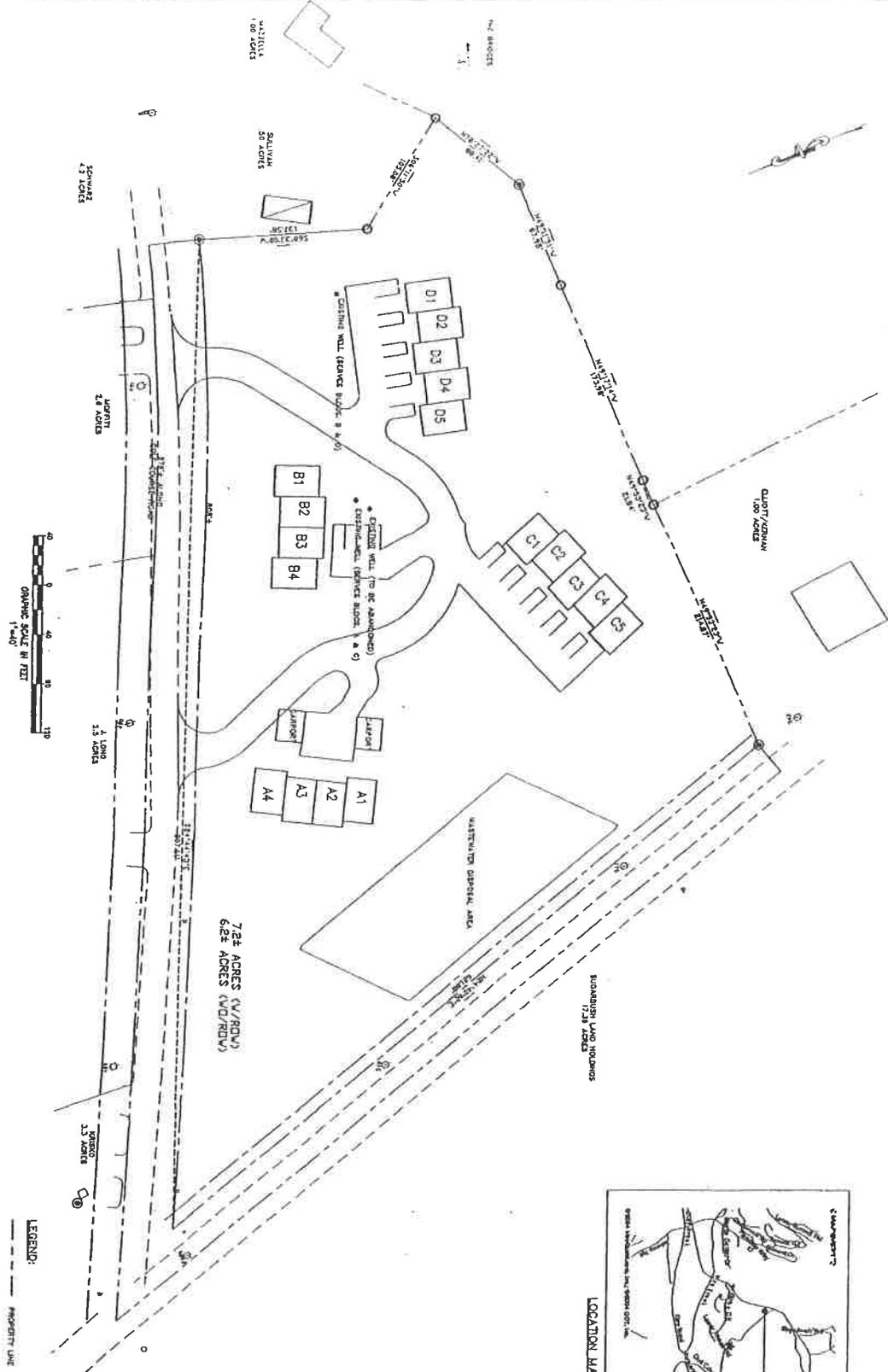
Scott Waite, Independent Civil Engineer

SUBSCRIBED and sworn to before me this 28 day of JUNE, 2005.

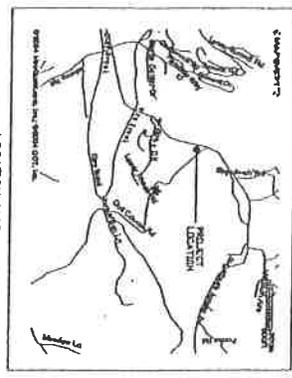


Notary Public
Commission Expires: 02/10/07

- NOTES:
1. PROPERTY INFORMATION AND RECORDS CONTROL BY LUFKON INC.
 2. THIS DRAWING IS A RECORD OF BUILDING AND OTHER FEATURE LOCATIONS AS OF MAY 20, 2005.
 3. THIS MAP REFLECTS AND PLOTS IN ACCORDANCE WITH 37 V.S.A. § 104 (b).



- A1-A4 Built
- B1-B4 May Be Built
- C1-C5 May Be Built
- D1-D5 May Be Built



- LEGEND:
- PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - TIE LINE
 - CIRC OF EXISTING ROAD
 - PROPOSED DRIVEWAY
 - 2" PVC PIPE
 - 4" PVC PIPE
 - 1" PE PIPE
 - PROPOSED WELL
 - NON FOS
 - ROW FOS



THE MAPLES AT LINCOLN PEAK
WARREN, VERMONT

DECLARATION OF CONDOMINIUM
SITE PLAN

Lefavour P.C.
Engineering and Environmental Services
42 Dolan Road
Middlesex, Vermont 05602
tel: (802) 224-9060

REVISIONS

PRODUCT NO. 816
DESIGNED BY: BDL
DRAWN BY: BDL
APPROVED BY: BDL
DATE: 3/2004
SCALE: AS NOTED

R-1
1 OF 1

36'-0"

12'-0"

21'-0"

13'-0"

100'-0"

25'-0"

25'-0"

25'-0"

25'-0"

