

AMENDED
AND
RESTATED
PROTECTIVE COVENANTS

BIRCH HILL
14 LOT SUBDIVISION
BIRCH HILL ROAD
STOWE, VERMONT

The following covenants, restrictions, obligations and conditions are hereby made applicable to certain lands and premises owned by Synchronamics of Canada, Ltd., Birch Hill Development Corporation, Thomas A. Trowbridge and Carole A. Trowbridge, Beverly J. Wentworth, David B. Holton and Michele A. Holton, Gregory M. Morris and Teresa L. Morris, Daniel Dienst and Michele Dienst, Dudley Parker Diamond and Janis Ann Diamond, and Osborne A. Day, on Birch Hill in the Town of Stowe, County of Lamoille and State of Vermont, said lands and premises being depicted as Lot Nos. 1, 2, 3, 4, 6, 7, 8, 9, 10, 11/12, 13/14, 15, 16/17 and 18, together with the access road, right-of-way accesses and common sewage field areas, and underground utilities, as shown upon a map plan entitled "Revised Plan of Birch Hill, Stowe, Vermont, Phase One Subsection 'A'", prepared by Spear Surveying, Inc., Stowe, Vermont (Job No. 73-211-2) dated March 1976, revised July, 1988 and recorded in Map Book 6, Pages 78-81 of the Stowe Land Records (said land and premises being referred to herein as the "property"). All of the land and the lots comprising the property shall be improved, used, sold, conveyed and reconveyed subject to the covenants, restrictions, obligations and conditions set forth herein, all of which shall run with the land and be binding upon and inure to the benefit of Synchronamics of Canada, Ltd., Birch Hill Development Corporation, Thomas A. Trowbridge & Carole A. Trowbridge, Beverly J. Wentworth, David B. Holton & Michele A. Holton, Gregory M. Morris and Teresa L. Morris, Daniel Dienst and Michele Dienst, Dudley Parker Diamond and Janis Ann Diamond, and Osborne A. Day, and their respective heirs, successors and assigns. Lot Nos. 1, 4, 10, 12, 13, 16/17, access roads and common sewage field areas are a portion of those lands and premises conveyed to Synchronamics of Canada, Ltd. by Warranty Deed of Birch Hill Associates, dated April 20, 1981 and recorded at Book 101, Pages 406-408 of the Stowe Land Records; Lot No. 5 was conveyed to Birch Hill Development Corporation by Warranty Deed of Charles M. Jankey, dated June 24, 1986 and recorded at Book 122, Page 486 of the Stowe Land Records; Lot No. 7 was conveyed to Birch Hill Development Corporation by Warranty Deed of James V. Clark, Jr. and Helen M. Clark, dated June 23, 1986 and recorded at Book 122, Page 401 of the Stowe Land Records; Lot No. 11 was conveyed to Birch Hill Development Corporation by Warranty Deed of Roland D. Dauphinais and Mary Ann Dauphinais,

For Consent to modification of Covenants, see BK 590, Page 216 (11-29-2007)

dated June 23, 1986 and recorded at Book 122, Page 403 of the Stowe Land Records; Lot No. 14 was conveyed to Birch Hill Development Corporation by Warranty Deed of James V. Clark, Jr., Thomas E. Clark and Mary Ann Dauphinais, dated June 23, 1986 and recorded at Book 122, Pages 404-405 of the Stowe Land Records; Lot No. 2 was conveyed to Thomas A. Trowbridge and Carole A. Trowbridge by Warranty Deed of Synchronomics of Canada, Ltd. dated November 20, 1985 and recorded at Book 122, Pages 96-97 of the Stowe Land Records; Lot No. 9 was conveyed to Osborne A. Day by Warranty Deed of Birch Hill Associates, dated July 26, 1976 and recorded at Book 83, Pages 7-10 of the Stowe Land Records; Lot No. 6 was conveyed to Beverly J. Wentworth by Corrective Warranty Deed of Synchronomics of Canada, Ltd., dated July 29, 1987 and recorded at Book 147, Page 35 of the Stowe Land Records and by Warranty Deed of Birch Hill Development Corporation and Synchronomics of Canada, Ltd., dated July 29, 1987 and recorded at Book 147, Page 38 of the Stowe Land Records; Lot No. 3 was conveyed to David B. Holton and Michele A. Holton by Warranty Deed of John Monks, dated October 6, 1987 and recorded at Book 148, Page 7 of the Stowe Land Records; Lot No. 8 was conveyed to Gregory M. Morris and Teresa L. Morris by Warranty Deed of Birch Hill Development Corporation, dated February 10, 1988 and recorded at Book 160, Page 69 of the Stowe Land Records; Lot No. 15 was conveyed to Daniel Dienst and Michele Dienst by Warranty Deed of Synchronomics of Canada, Ltd., dated May 31, 1988 and recorded at Book 166, Page 274-276 of the Stowe Land Records; Lot No. 18 was conveyed to Dudley Parker Diamond and Janis Ann Diamond by Warranty Deed of Synchronomics of Canada, Ltd., dated July 12, 1988 and recorded at Book 167, Page 117 of the Stowe Land Records. Former Birch Hill Lot No. 5 was subdivided (see Map Book 5, Page 130 of the Stowe Land Records) and the subdivided portions thereof merged into Lot Nos. 4 and 6. The elimination of Lot 5 is hereby ratified and approved. Former Birch Hill Lot Nos 11 and 12 have been merged into a single lot and former Birch Hill Lot Nos. 16 and 17 have also been merged into a single lot. Former Birch Hill Lot Nos 15 and 18 have each been slightly enlarged. As a result of the aforesaid lot elimination and lot mergers, the property now consists of a fourteen (14) lot subdivision, said lots being numbered and identified as follows: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11/12, 13/14, 15, 16/17, and 18. The fourteen (14) lots, roadways and common land, as presently constituted, are shown upon the above referenced map plan recorded at Map Book 6, Page 78 of the Stowe Land Records.

Reference is made to a document entitled "Birch Hill Subdivision, Stowe, Vermont, Protective Covenants and Restrictions", dated April 8, 1976 and recorded at Book 82, Pages 1-75 of the Stowe Land Records. Reference is made to a document entitled "Release of Covenants", dated January 14, 1980 and recorded at Book 93, Page 254 of the Stowe Land Records and to a certain Judgment (Lamoille Superior Court

Discharge of Mortgage See Book 244, Pg. 243 (9/11/92)

Docket No. S97-80Le), dated April 2, 1981 and recorded at Book 99, Pages 186-187 of the Stowe Land Records. Reference is also made to a document entitled "Protective Covenants, Birch Hill 18 Lot Subdivision, Birch Hill Road, Stowe, Vermont", dated October 24, 1986 and recorded at Book 128, Page 74 of the Stowe Land Records. Lastly, reference is made to Map Book 5, Pages 64-66 of the Stowe Land Records, upon which the 18 lot subdivision, as previously constituted, is shown and to Map Book 5, Page 130 of the Stowe Land Records, upon which the approved subdivision of Lot No. 5 is shown.

The undersigned, being the record owners of more than twelve (12) of the eighteen (18) lots which are the subject of the aforesaid Protective Covenants, dated October 24, 1986 and recorded at Book 128, Page 74 of the Stowe Land Records, acting pursuant to Paragraph No. 20 of said Protective Covenants, do hereby consent that said Protective Covenants be modified and amended as herein set forth. These Amended and Restated Protective Covenants shall supercede, replace and supplant those Protective Covenants dated October 24, 1986 and recorded at Book 128, Page 74 of the Stowe Land Records and the said covenants are hereby terminated and rescinded. All references herein to the "map plan" shall refer to the revised plan referenced above recorded at Map Book 6, Page 78 of the Stowe Land Records.

1. Access - Synchronomics of Canada, Ltd. hereby grants to the owners of lots within the property as appurtenant thereto a nonexclusive easement and right-of-way in common with others over the roadways depicted on the before mentioned map plan to provide access from Town Highway #72 known as Birch Hill Road to each lot. Said roadways are identified and more particularly shown on the map plan as Road No. One and Road No. Three. Each lot owner shall be obligated to pay his proportionate share of the costs of maintaining, repairing and replacing said roadways, which costs shall include snowplowing, graveling, grading and any other such ordinary and necessary maintenance work as required from time to time. For purposes of snowplowing costs, each lot owner's proportionate share shall be determined by the number of lots, deriving access from one or both of said rights of way, upon which construction of a dwelling has been commenced; provided, however, that no lot owner (other than Syn-Cronomics of Canada, Ltd.) shall be liable for more than one-sixth (1/6) of said snowplowing costs. For purposes of costs of maintenance (other than snowplowing), repair and replacement, each lot owner shall be liable for one-fourteenth (1/14) of said costs.

Any amounts unpaid by a lot owner as required hereunder shall constitute a lien in favor of and enforceable by the Association of Owners and/or the other lot owners deriving access from that right-of-way until paid in full.

2. Subdivision Prohibited - No lot may be subdivided for sale or any other purpose.

3. Residential Use - The lots shall be used for residential purposes only and not for any commercial or industrial purposes; provided, however, that this restriction does not exclude a professional office in a residence such as an accountant, architect, attorney, physician, or any other such professions, allowable as a home occupation under the zoning regulations of the Town of Stowe.

4. Approval of Plans - All plans and specifications for the construction, remodeling, alteration or reconstruction of any building or other structure to be erected or placed upon any lot shall require the approval, in writing, by Synchronomics of Canada, Ltd., its successors and assigns, as to site, dimension, exterior form, color, and materials, prior to commencement of construction. Said approval shall not be unreasonably withheld. Synchronomics of Canada, Ltd. shall act to approve, disapprove or approve with conditions said plans and specifications within thirty (30) days of receipt thereof. Failure to so act by Synchronomics of Canada, Ltd. within a thirty (30) day period shall be deemed to be the approval of said plans and specifications.

5. Construction of Buildings - The construction of the foundation and all exterior surfaces, including roof, siding, windows, doors, and all other exterior finish details, shall be completed in accordance with the approved plans and specifications no later than twelve months from the date of commencement of construction.

6. Trailers and Mobile Homes - No house trailers, mobile homes or mobile units, shall be placed, kept, or maintained on any lot; provided, however, that a trailer may be kept temporarily on a lot during construction of a permitted building on said lot during the construction period allowed under Section 5 of this Declaration.

7. Easements Over Lots - No owner shall grant, convey, or establish any easement or right-of-way across or upon his lot to establish access in any manner to property adjacent or adjoining such lot, except with the approval of Synchronomics of Canada, Ltd., its successors and assigns.

8. Animals - No animals or fowl may be kept upon any lot, except for domestic pets such as cats and dogs. Any and all such animals shall be for the personal use and enjoyment of a lot owner and his family only and not for breeding, public use, or other commercial purposes. All dogs shall be kept on a leash in accordance with Town of Stowe leash ordinances, so as not to disturb any deer or other wildlife which may occur naturally on the property.

9. Energy Conservation - All buildings on lots within the development shall be erected in compliance with all pertinent energy conservation measures as are set forth in any State of Vermont Land Use Permit affecting the property and as may be required by the Village of Stowe Water & Light Department. In addition, construction of all buildings shall be subject to the following requirements and conditions pertaining to energy conservation:

(a) All heated structures shall be constructed with insulation against heat loss having a R-Value of at least R-19 in the exterior walls and at least R-38 in the roof or cap and at least R-10 in the foundation walls.

(b) All heated structures shall be oriented and sited in a manner that maximizes solar heating potential to the greatest extent possible depending on lot configuration, topography, and existing tree cover.

(c) All windows in heated structures shall have at least double glazing.

(d) The use of electrical resistance heating is prohibited except in minor seldom used spaces.

10. Water Conservation - All dwellings on lots within the property shall be equipped with water-conserving plumbing fixtures, including but not limited to low-flush toilets, low-flow showerheads and aerator-type or flow-restricted faucets.

11. Utility Lines - All service lines for utilities, including electrical, telephone, and cable television, leading to structures erected on any lot shall be installed and placed underground from that utility pole or transclosure designated by the Village of Stowe Water & Light Department. Each lot owner shall have a right of way and easement to install, maintain repair and replace underground service lines from his lot to the designated utility pole or transclosure.

12. Grounds Maintenance - The owner of a lot shall at all times maintain his land and premises in a neat, clean, and presentable fashion. No refuse or debris shall be stored or allowed to accumulate upon any lot, and all trash on any lot awaiting removal shall be stored out of sight from the roadways and adjoining lots and removed promptly so as to prevent any unsightly appearance, noxious odors or health hazards.

13. Nuisances Prohibited - No lot owner shall cause or allow any activity, condition, or other thing to occur or exist on his lot that unduly generates loud noises, disturbs the peace, quiet, and serenity of occupants of neighboring lot, or otherwise creates a nuisance not in keeping with the residential character of the neighborhood.

14. Community and Individual Waste Water Disposal Systems - The waste water from the fourteen (14) lots shall be treated in septic tanks. The effluent from each lot shall be conveyed by sewer lines to septic tanks and then to seepage beds. Twelve of the lots shall be served by four (4) common sewage systems and two lots shall have independent on-site sewage disposal systems, as follows:

Sewage System "A" - Gravity sewer lines, septic tanks & leach fields:

<u>Lot #</u>	<u>Building Code</u>
1	A-1
2	A-2
3	A-3

Sewage System "B" - Sewer lines, septic tanks, pump station & leach fields:

<u>Lot #</u>	<u>Building Code</u>
4	B-1
6	B-3
7	B-4
8	B-5

Sewage System "C" - Sewer lines, septic tanks, pump station, leach fields:

<u>Lot #</u>	<u>Building Code</u>
11/12	C-2
13/14	C-1

Sewage System "D" - Sewer lines, septic tanks, pump station, leach fields:

<u>Lot #</u>	<u>Building Code</u>
15	D-4
16/17	D-3
18	D-1

() Lots 9 & 10 shall each install their own on-site septic tanks and leach fields.

The locations of the several common leach fields ("sewage easement areas"), sewer lines, septic tanks and pump stations are shown upon the above-referenced map plan. Each lot served by a common sewage system shall have, as an appurtenance thereto, a right of way and easement in common upon other lots and upon retained lands of Synchronamics of Canada, Ltd. for the installation, maintenance, repair and replacement of the above-described component parts of its common sewage system. Said right of way and easement shall be exercised in a good and workmanlike manner and all disturbed surface areas shall be restored as near as practicable to their prior condition.

The following provisions shall apply to each of the four (4) separate common sewage systems:

(i) the sewer lines shall be inspected at least every 2 years to insure there is no damage, clogging or excessive infiltration and the sewer lines shall be cleaned as required; (ii) the community septic tanks shall be pumped at least once every three (3) years; (iii) the distribution boxes on all fields shall be inspected every three (3) years to insure they are level and free of solids or soil; (iv) the pumps and valve boxes shall be inspected annually to insure proper operation and maintenance; (v) the pumps, valves and clean-outs shall be maintained in accordance with manufacturers specifications; (vi) pump stations shall be on separate electrical meters; (vii) all costs of maintenance, repair and replacement of the common component parts of each system shall be shared equally by the owners of those lots served thereby; (viii) costs of installation, connection, maintenance, repair and replacement of individual service lines from a structure to a common sewer line shall be borne by the individual lot owner.

Septic tanks on Lots 9 and 10 shall be pumped at least every three (3) years.

Records and reports of all inspections, maintenance repairs and tank pumpings of both common and individual sewage disposal systems shall be submitted to Synchronamics of Canada, Ltd., its successors and assigns.

15. Community Water System - Each lot shall have, as an appurtenance thereto the right to draw water for ordinary domestic household purposes from a community water system in common with others. The locations of the well, watergates, curb stops and hydrants are shown upon the above-referenced map plan. The costs of operating, maintaining, repairing, and replacing the common component parts of said community water system, including but not limited to the well, pump and pump house, reservoir, common water lines, watergates, curb stops and hydrants, shall be borne equally by all lot owners and others served by the system. Each lot owner shall have a right of way and easement to install and connect an individual

() water line from the lot to a common water line at an existing curb stop. The costs of installing, maintaining, repairing and replacing individual water lines from a dwelling to a common waterline and the costs of connection to same shall be separately borne by each lot owner.

The reservoir and a portion of the common waterlines are located upon lands of Raymond Cabral, which lands were conveyed to the said Raymond Cabral by Warranty Deed of Daniel H. Snyder and Dorothea K. Snyder, dated April 10, 1981 and recorded at Book 101, Pages 253-255 of the Stowe Land Records. The said Raymond Cabral, his heirs, executors, administrators and assigns is hereby granted the right to draw water from the common water system. By affixing his signature hereto, Raymond Cabral hereby grants unto each lot owner the right to store water in said reservoir, the right to pump and transport water through the pipelines to and from said reservoir, and the right to enter upon the lands of the said Raymond Cabral to lay, relay, construct, maintain, repair and renovate the reservoir and waterlines, provided that (a) the lot owners, their heirs, successors and assigns shall restore the lands of the said Raymond Cabral to their natural condition existing prior to any such work or access, and (b) the said Raymond Cabral, his heirs, executors, administrators and assigns, shall have no obligation to assure any quantity of water for the reservoir, or any quality of water therein, and provided further that the said Raymond Cabral, his heirs, executors, administrators and assigns, shall have no obligation to maintain, repair and renovate the reservoir or water lines or both. Raymond Cabral does, however, expressly reserve unto himself, his heirs, executors, administrators and assigns the right to relocate said reservoir or to construct a replacement reservoir, at his sole cost and expense, upon Common Land Areas or other lands of Synchronomics of Canada, Ltd.

16. Common Land Areas - Those areas designated as "Common Land" upon the above-referenced map plan shall contain no structures or buildings except for swimming pools, tennis court or other common recreational amenities, waste water disposal facilities, and water system facilities. Each lot owner shall be entitled to pedestrian access, use and enjoyment of said common land for recreational purposes. Synchronomics of Canada, Ltd. reserves the right to convey all or portions of said common land areas to the fourteen lot owners, in common, or to the Association of Owners.

() 17. Association of Owners. There is hereby established an unincorporated association of owners, which shall be comprised of the record owners of the fourteen (14) lots. Each lot owner shall be entitled to one vote within the association. The association shall adopt bylaws to govern its operations and may adopt rules and regulations regarding the use and enjoyment of the Common Land Areas and the conduct of its members. The association shall be charged with the

maintenance, repair and replacement of the community waste water disposal systems, community water system, Road Nos. One and Three, and Common Land Areas. The association shall be entitled to assess its members for said maintenance, repair and replacement costs, in accordance with those bylaws and rules and regulations which may be adopted from time to time by the association members.

18. Enforcement - The covenants, restrictions, obligations and conditions set forth herein shall run with the land and be binding upon and inure to the benefit of Synchronomics of Canada, Ltd. the owners of the fourteen (14) lots within the property, and their respective heirs, successors, and assigns, and the Association of Owners.

In the event of breach or violation of any of these covenants, restrictions, obligations and conditions by the owner or owners of any lot, Synchronomics of Canada, Ltd., its successors and assigns, the Association of Owners, or any other lot owner may enforce these covenants, restrictions, obligations, and conditions against the violator by appropriate proceedings for monetary damages, injunctive relief, or otherwise. The costs of such enforcement shall be the obligation and paid by the violating owner or owners.

19. Duration - This Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof at which time this Declaration shall terminate, provided however, that this Declaration shall be automatically extended for ten years, and thereafter for successive ten year periods, unless on or before the end of the initial twenty-five (25) year period or any such ten year extension, the owners of at least ten of the lots shall, by written instrument duly recorded in the Stowe Land Records, declare a termination of this Declaration.

20. Amendment and Modification - The covenants may be amended or modified by written consent of the record owners of at least ten of the fourteen lots, which amendment or modification shall become effective upon recordation in the Stowe Land Records.

Dated at Stowe, Vermont this 12th day of July, 1988.

Witnessed:

Synchronomics of Canada, Ltd.

Joanie Randall

By Raymond Cabral
Raymond Cabral, its President
and duly authorized agent

George K. Stow

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Stowe, in said County, this 7th day of December, 1988, personally appeared Raymond Cabral, President and duly authorized agent of Synchronomics of Canada, Ltd., and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Synchronomics of Canada, Ltd.

Before me *Neapstein*
Notary Public
My commission expires: 2/10/91

Witnessed:

Betty S. Couture
Charles D. Bunnell
Betty S. Couture
Charles D. Bunnell

Thomas A. Trowbridge
Thomas A. Trowbridge
Carole A. Trowbridge
Carole A. Trowbridge

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Stowe, in said County, on this 30 day of JANUARY, 1989, personally appeared, Thomas A. Trowbridge and Carole A. Trowbridge, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me *Charles D. Bunnell*
Notary Public
My commission expires: 2/10/91

Witnessed:

Neapstein
Joanie Randall
Raymond Cabral
Raymond Cabral

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Stowe, in said County, on this 7th day of December,
1988, personally appeared Raymond Cabral and he acknowledged this
instrument, by him sealed and subscribed, to be his free act and
deed.

Before me [Signature]
Notary Public
My commission expires: 2/10/91

Witnessed:

Belle S. Couture
Michelle C. Burre

Beverly J. Wentworth
Beverly J. Wentworth

STATE OF Vermont
COUNTY OF Lamoille, SS.

At Stowe, in said County, on this 3rd day of
February, 1989, personally appeared, Beverly J. Wentworth,
and she acknowledged this instrument, by her sealed and subscrib-
ed, to be her free act and deed.

Before me Belle S. Couture
Notary Public
My commission expires: 2/10/91

Witnessed:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
David B. Holton

[Signature]
Michele A. Holton

STATE OF Vermont
COUNTY OF Chittenden, SS.

At Key Jet, in said County, on this 30 day of January, 1989, personally appeared, David B. Holton and Michele A. Holton, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me [Signature]
Notary Public

My commission expires: 2/10/91

Witnessed:

Michele C. Burns

Kelley S. Couture

Michele C. Burns

Kelley S. Couture

Gregory M. Morris
Gregory M. Morris

Teresa L. Morris
Teresa L. Morris

STATE OF Vermont
COUNTY OF Samuel, SS.

At Stowe, VT., in said County, this 21st day of February, 1989, personally appeared, Gregory M. Morris and Teresa L. Morris, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me Kelley S. Couture
Notary Public

My commission expires: 2/10/91

Witnessed:

Elizabeth

Deborah

Elizabeth

Deborah

Daniel Dienst
Daniel Dienst

Michele Dienst
Michele Dienst

STATE OF Vermont
COUNTY OF Lowell, SS.

At Stowe, in said County, this 2 day of August, 1988, personally appeared, Daniel Dienst and Michele Dienst, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me [Signature]
Notary Public
My commission expires: 2-10-91

Witnessed:

[Signature]
Kathleen A. Hittle
[Signature]
Kathleen A. Hittle

[Signature]
Dudley Parker Diamond
[Signature]
Janis Ann Diamond

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At NORTHFIELD, in said County, this 12th day of July, 1988, personally appeared, Dudley Parker Diamond and Janis Ann Diamond, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me [Signature]
Notary Public
My commission expires: 2-10-91

Witnessed:

[Signature]
Joanne Randall

Birch Hill Development
Corporation
By: [Signature]
Raymond Cabral, its President
and duly authorized agent

STATE OF VERMONT
COUNTY OF LAMAR, SS.

At STOWE, in said County, this 7th day of Dec,
1988, personally appeared, Robert Stearns, President and duly authorized agent of
Birch Hill Development Corporation, and he acknowledged this
instrument, by him sealed and subscribed, to be his free act and
deed and the free act and deed of Birch Hill Development
Corporation.

Before me Robert Stearns
Notary Public
My commission expires: 2-10-91

Stowe, Vt. Record Received
2/23/89 at 9:42 A.M.
Marie N. Betterley, Town Clerk

**CONSENT TO MODIFICATION OF THE
AMENDED AND RESTATED PROTECTIVE COVENANTS,
BIRCH HILL, 14 LOT SUBDIVISION
STOWE, VERMONT**

The undersigned are record owners of at least ten of the fourteen lots in the Birch Hill 14 Lot Subdivision (also known as the "Lots"), subject to and enjoying the benefit of the covenants, restrictions, obligations, and conditions set forth in the Amended and Restated Protective Covenants, Birch Hill, 14 Lot Subdivision, Birch Hill Road, Stowe, Vermont, dated July 12, 1988, and recorded February 23, 1989, in Book 181, Page 135 of the Stowe Land Records (also known as the "Covenants").

The Lots subject to the Covenants are depicted on a map plan entitled "Revised Plan of Birch Hill, Stowe, Vermont, Phase One Subsection 'A'", prepared by Spear Surveying, Inc. of Stowe, Vermont, dated March 1976, revised July 1988, and recorded in Map Book 6, Pages 78-81 of the Stowe Land Records. The Lots are also depicted on a map plan entitled "Total Station Survey for Syn-Cronamics of Canada, Ltd of Winterbird Road Subdivision Phase II", prepared by Peatman Surveying Inc. of Johnson, Vermont, dated September 20, 2001, and recorded October 12, 2001, in Map Book 13, Page 25 of the Stowe Land Records.

The owners of Lot 15 and Lot 16/17 wish to reconfigure their lots by adjusting the boundary line that they share. The owners of Lot 15 wish to convey to the owner of Lot 16/17 a portion of their property, specifically 1,441 square feet, as depicted on a map plan entitled "Property Line Agreement Pamela Whitney (Estate), Lots 16/17 & Katherine & Wayne Washburn, Lot 15, Winterbird Road, Stowe, Lamolille County, Vermont", prepared by Patricia S. Kules of Little River Survey Company, L.L.C., dated March 2004, recorded August ____, 2004 in Map Book ____ Page ____ of the Stowe Land Records.

The undersigned hereto consent and agree to accept and approve the foregoing adjustment and reconfiguration of Lot 15 and Lot 16/17.

The undersigned record owners, acting pursuant to Paragraph No. 20 of the Covenants, consent and agree that the Covenants are hereby modified and amended in order to authorize the boundary adjustment as reflected on the survey plan last noted above.

IN WITNESS WHEREOF, I hereto set my hand and seal this 16 day of September, 2004.

In Presence of

Patricia J. Carluccio
Patricia J. Carluccio

STATE OF VERMONT

 County, ss.

At Rutland, VT, Vermont, this 15 day of October, 2004, Patricia J. Carluccio appeared before me and she acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me,

MICHAEL CARRIGAN
Notary Public

My Commission Expires 2/27/2009

Michael Carrigan
Notary Public

My Commission Expires: 02/10/2007

IN WITNESS WHEREOF, I hereto set my hand and seal this 16 day of Sept, 2004.

In Presence of

John Fitz

Thomas A. Trowbridge
Trustee of the Thomas A. Trowbridge
Revocable Trust

STATE OF VERMONT

Lamotte County, ss.

At Stowe, Vermont, this 16th day of Sept., 2004, Trustee of the Thomas A. Trowbridge Revocable Trust appeared before me and he/she acknowledged this instrument by him/her sealed and subscribed to be his/her free act and deed and his/her free act and deed in his/her said capacity.

Before me,

John Fitz
Notary Public
My Commission Expires: 02/10/2007