

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND LIENS**

**FOR**

**Maple Street Condominium**

Pursuant to Article XIII, Section 13.1 of the above-referenced Declaration, the Declarant, holding eighty-three and 80/100 percent (83.8%) of the eligible votes of the Association, hereby amends the Declaration with respect to the authority of the Owner of Unit a to install a hot tub as follows, and any inconsistent provisions of the Declaration are hereby superseded:

**Article IV, Section 4.3 (c) (1) is hereby amended to read:**

(e). In conformance with 27A V.S.A. § 2-109(h), the Units are hereby described as follows:

1. Unit A. Unit A is located on the ground floor of the building, including the front door of the building, below Unit D, and consists of a door to the mudroom accessed from the side porch into the kitchen, a pantry, a mudroom, a dining room, a living room with a wood burning fireplace, two bedrooms, one bath and a ¼ bathroom. In addition, Unit A has a garage in the rear of the building in the grey addition, and the right to use non-permanent lawn furniture on the lawn in front of the Unit behind the hedge, but not to block the walkway to the deck of Unit D. In addition, Unit A has a parking space located adjacent to the porch that provides access to Unit A. In addition, Unit A shall have the right to install an exterior hot tub at a location on the east/northeast side of the building. The hot tub shall be located so as to not interfere with the water supply or access to the building, and the Owner of Unit A shall be responsible for all permitting of the hot tub and screening of the hot tub. **Any hot tub may only be installed with the approval of at least 66 and 2/3 percent (66.66%) of the allocated interest of the Unit owners.** The Owner of Unit A shall be solely responsible for the cost of permitting, installing, filling, heating and maintaining the hot tub. Unit A may also install appropriately screened exterior air conditioning, **but only on the side of the building and in the windows.**

The following Paragraph 25.8 is hereby added to and incorporated into **ARTICLE XXVII** the Declaration:

**Section 25.8 – Lawn Furniture.** Each Unit shall have the right to seasonally use outdoor lawn furniture within the Limited Common Elements. **Provided.** However, that such lawn furniture be removed scasonally, and all such furniture be light-weight and collapsible, and not take up a maximum of eight (8) square feet in total for any and all such lawn furniture per Unit.

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DATED at Union Bank, Vermont this 12<sup>th</sup> day of May, 2015.

[Signature]  
Witness

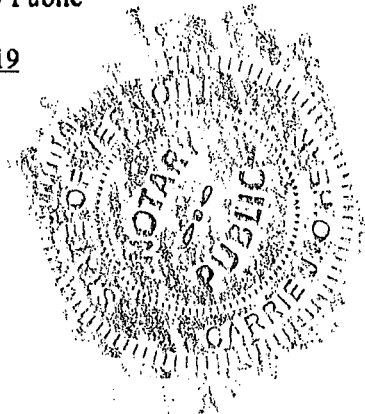
[Signature]  
Robert L. Falker, Declarant

STATE OF VERMONT  
Lamoille COUNTY, SS.

At Stowe in said County, this 12<sup>th</sup> day of May, 2015, personally appeared Robert L. Falker, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me,

[Signature]  
Notary Public

Commission Expires: 02/10/19

Stowe, Vt. Record Received  
5-12-2015 at 12:55pm  
Alison A. Kaiser, Town Clerk