



CHIMNEY HILL

Owners Association, Inc.

Declaration of Protective Covenants,
Restrictions and Reservations, Amended

Last amended on February 20, 2010

PO Box 415 • 9 Haystack Road • Wilmington, Vermont 05363 • 802-464-2181

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS, AMENDED

This declaration, made this 25th day of July, 1967, at Wilmington, Vermont, by Chimney Hill Corporation, hereinafter referred to as Chimney Hill;

WITNESSETH:

WHEREAS, on the 25th day of July, 1966, Chimney Hill executed a Declaration of Protective Covenants, Restrictions and Reservations relating to real property owned by Chimney Hill and described in said Declaration; and

WHEREAS, all owners of property in the development entitled Chimney Hill, Phase 1, as covered by said original Declaration, have consented to the amendment herein for the purpose of making less stringent the requirements of said Declaration; Now, therefore, Chimney Hill declares that the real property described in the Declaration of 25 July, 1966, is and shall be held, transferred, sold, conveyed and occupied subject to the amended covenants, restrictions, easements, and charges and liens hereinafter set forth.

1. The land conveyed hereby shall be used only for single-family residential purposes. No trailers or mobile homes shall be allowed thereon; and no tents shall be allowed thereon, except that tenting by children only shall be permitted after a dwelling has been fully constructed on land in compliance with the provisions of this deed. No trade, business or commercial activity of any nature shall be conducted on said land. No building or structure thereon shall be used for habitation until its construction has been completed in accordance with the plans and specifications required by the provisions of this deed.

2. No "For Rent", "For Sale" or other signs or notices, except signs identifying the land and/or the owner thereof, shall be allowed on the land conveyed hereby without prior written consent of the grantor, its successors and assigns which consent will not be arbitrarily withheld; and upon any violation of this provision the grantor, its successors and assigns, shall have the right to enter upon the land and to remove such sign or notice and to destroy it.

3. No building, fence, wall, sewage, system, well, or other structure or installation shall be erected, placed, constructed, altered, or maintained on the land conveyed hereby until and unless its plans, specifications, and a map showing its location on the land have been filed with and approved in writing by the grantor, its successors or assigns, who shall have the right to refuse to approve any such plans, specifications, and locations which are not suitable or desirable in the exclusive opinion of the grantor, its successors or assigns. Without limiting the generality of the foregoing, no dwelling shall be allowed on the land conveyed hereby unless interior, if a one-story structure, exclusive of any attached garage, shall be at least five hundred (500) square feet in size; nor unless, if it be a multi-storied structure, its total interior, exclusive of any attached garage, shall be at least nine hundred (900) square feet in size; and, except as provided on the plot plan incorporating the premises conveyed hereby, no building, exclusive of eaves and steps shall be located within twenty (20) feet of any road on which the land abuts nor within fifteen (15) feet of any of its other boundaries.

4. No animals shall be allowed on the conveyed hereby except household pets; and no livestock or poultry of any nature shall be allowed thereon.

5. All buildings, structures, installations, or other improvements to be located on the land conveyed hereby must comply with all municipal and other governmental laws and regulations validly affecting said land; and if any provisions herein differ therefrom, such variance shall not be construed as a waiver by the grantor of the necessity of compliance with the terms hereof.

6. No noxious, dangerous, offensive, or unduly noisy activity of any nature, nor any activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted on the land conveyed hereby. No outdoor fires shall be permitted thereon except in fireplaces or barbecue equipment.

7. The grantor reserves to itself, its successors and assigns, the right to install, maintain, repair, and replace, under, over, and upon the land conveyed hereby and any roads on which said land abuts, such electric power, telephones and telegraph poles and wires; water, sewer, gas and drainage pipes, mains and conduits; catch basin, surface drains, and culverts; and such other facilities, installations, appurtenances, and things as the grantor, its successors and assigns, may for time to time deem necessary or convenient in connection with the provisions of adequate drainage, sewer disposal, water, gas, electricity, telephone and telegraph communications, and other utilities, to any portion of the subdivision community, in Wilmington known as Chimney Hill, of which the land conveyed hereby is a part; and the grantor further reserves to itself, its successors and assigns, the right to grant to telephone, telegraph, power, water, and other public and private utility companies and organizations, to municipalities, and to such other persons and organizations as the grantor, its successors and assigns, may determine, said right of installations, maintenance, repair, and replacement, as above-described.

8. The provisions of paragraphs 1 through 7 above shall run with and bind the land conveyed hereby for a period of twenty (20) years from the date of this conveyance, and the grantor, its successors and assigns, shall have the right at any time or times during the said period (1) to proceed at law or in equity against any person violating or attempting to violate any provisions contained herein to prevent and abate such violations and to compel compliance with the terms hereof, (2) to enter upon the land conveyed hereby and remove any buildings, structure, installations, improvements, or things constructed, erected, installed, or maintained in violation of the terms hereof, at the owner's expense, and (3) to recover damages or other dues for any violation. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. The grantor reserves to itself, its successors and assigns, the unqualified right in its absolute discretion to permit uses of other land at the said subdivision community known as Chimney Hill that are prohibited to the land conveyed hereby; and such uses of other land shall not affect the right of the grantor, its successors and assigns, to enforce the restrictive provisions of this deed in the manner set forth in this paragraph.

9. No portion of the land conveyed hereby shall be conveyed prior to twenty (20) years after the date of this deed unless the owner or owners intending to convey the land shall first deliver to the grantor herein, its successors or assigns, written notification of the intended conveyance, specifying the names and addresses of the intended grantee or grantees and the price and other terms of conveyances. Thereupon the grantor herein, its successors and assigns, shall have an option to purchase the land, at the same price and on those same terms for a period of thirty (30) days following receipt of such notification of intended conveyance. Should the grantor, its successors OR assigns, elect to exercise its option, it shall tender such necessary sums, and be in readiness to take conveyance, within said period of thirty (30) days. If the grantor, its successors or assigns, shall not elect to exercise such option with respect to the intended conveyance, it shall, within said period of thirty (30) days, deliver to the owner or owners of the land a written waiver of its right to exercise the option, which shall also include its assent to the intended conveyance, in recordable form. Failure of the grantor, its successors or assigns, to deliver such waiver instrument with said period of thirty

(30) days shall permit the intended conveyance to be made free and clear of these option provisions. For the purposes of this paragraph, any intended lease for a term exceeding one (1) year shall be considered an intended conveyance. The provisions of this paragraph shall not apply to bona fide gifts of the land, to bona fide mortgages thereof, or to bona fide foreclosure proceedings including foreclosure sales.

10. Each lot included in this conveyance shall be subject to an annual charge of one hundred and twenty dollars (\$120.00), and the grantee or grantees, his, her, their, or its heirs, executors, administrators, successors and assigns, hereby agree:

A. To pay annually, to the grantor, its successors and assigns, the sum of one hundred and twenty dollars (\$120.00) for each lot hereby conveyed, on or before the 1st day of May of each year hereafter, for the right to enjoy such of the following privileges, facilities, proper ties, improvements, services, and benefits as grantor, its successors and assigns, may from time to time provide for the common use and benefit of owners of land located at said sub- division community known as Chimney Hill who pay said annual charge:

(1) Recreational properties, facilities, and privileges;

(2) The purchase, construction, improvement, and maintenance of roads, docks, beaches, buildings, and other facilities; installations, structures, and things.

(3) Payment of taxes and assessments levied by any public authority on any land or other property held for the benefit of or for the common use by such owners.

(4) Miscellaneous services, such as maintenance of central water system, furnish- ing of utilities, and police services.

B. That the use of such privileges, facilities, properties, improvements, services, and benefits shall be subject to approval of the user for membership in Chimney Hill Landown- ers' Association, and compliance with the rules and regulations from time to time promulgated by the grantor, its successors and assigns, with respect to such use, and that the grantor, its successors and assigns, shall have the right to deny to the grantee or grantees, his, her, their, or its heirs, executors, administrators, successors and assigns the use and enjoyment of said privileges, properties, facilities, improvements, ser- vices and benefits because of violations of such rules and regulations without impair- ing the obligation to pay the annual charge as herein set forth.

C. The said charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction, and that said charge shall constitute a lien or encumbrance on the land conveyed hereby, until paid.

D. That the acceptance of this deed shall be construed to be a covenant, on the part of the grantee or grantees, his, her, their, or its heirs, executors, administrators, successors and assigns, to pay said charge as provided herein, and that upon convey- ance of any of the land herein described each successive owner thereof shall from time of acquiring title be held to have covenanted and agreed to pay the grantor, its successors and assigns, this charge.

E. That this charge shall run with and bind the land hereby conveyed, and shall be binding upon the grantee or grantees, his, her, their, or its heirs, executors, admin- istrators, successors and assigns, until May 31, 1988, unless earlier terminated by written release of the grantor, its successors or assigns.

F. That the lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bona fide mortgage of any of the land hereby conveyed, to the end and intent that the lien of any such mortgage shall be paramount to the lien for the charge hereby imposed; and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under any foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure. Nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of such mortgage by sale or otherwise, or after conveyance in lieu of foreclosure.

G. That the grantor, its successors and assigns, shall have the right to increase the amount of such annual charge above one hundred and twenty dollars (\$120.00) only on the following basis: Should the Consumer Price Index issued monthly by the United States Department of Labor, as shown by its All Items Index, increase in increments of ten percent (10%) over its All Items Index for the month of June, 1967, the amount of the annual charge may be increased in increments of 10% (\$12.00) over the original annual charge of one hundred and twenty dollars (\$120.00).

11. The annual charge of one hundred and twenty dollars (\$120.00) provided in paragraph 10 above shall also be paid by the Buyer from the date of this contract to the date of conveyance, hereunder, the amount of which for the period between the date of this Contract and the first day of May next following said date shall be due and payable on the first day of the month next following the date hereof, and shall be calculated on the basis of \$10.00 per month from said first day of the month next following the date hereof to said first day of May.

On the date first set forth above, W. Thompson Cullen, President of Chimney Hill Corporation, caused the name and seal of said corporation to be affixed hereto.

William B. Price

CHIMNEY HILL CORPORATION

By W. Thompson Cullen

Its President

Linda Rafus

STATE OF VERMONT)

WINDHAM COUNTY) SS. At Wilmington, this 10th day of August, 1967,

personally appeared W. Thompson Cullen, president of Chimney Hill Corporation, and he acknowledged the signing and sealing of the above instrument to be his free act and deed and the free act and deed of the corporation.

William B. Price

Notary Public

Wilmington, VT., Town Clerk's Office, August 17, 1967 at 1 o'clock and 25 minutes p.m. then received an instrument for record of which the foregoing is a true copy.

Attest: Earlene D. Fitch Town Clerk

Wilmington, VT., Town Clerk's Office, May 8, 1979. The foregoing is a copy of the original document recorded in Land Record Volume 44, page 21.

Attest: Mari-Lou Rich Town Clerk

CHIMNEY HILL OWNERS WINDHAM COUNTY SUPERIOR COURT
ASSOCIATION, INC. DOCKET NO. S83-83 WNC

Vs. STATE OF VERMONT

IRA B. HILLYER, PATRICIA
HILLYER and All Other Owners
Of Lots in the CHIMNEY HILL
SUBDIVISION, WILMINGTON, VT.

APRIL 23, 1984

Before: HONORABLE F. Ray Keyser, Judge

JUDGEMENT

This cause claiming a reformation of the restrictive and protective covenants of the Subdivision known as Chimney Hill in the Town of Wilmington, Vermont was heard on the merits on April 17, 1984 whereupon it is hereby,

DECREED AND ADJUDGED that the Declaration of Protective Covenants, Restrictions and Reservations for Chimney Hill be reformed by adding the following two numbered paragraphs:

12. The covenants and restrictions to the Declaration of Protective Covenants, Restrictions and Reservations as amended, for Chimney Hill, and as recorded in Book 44, page 21, 462 of Wilmington Land Records shall run with and bind all land subject to the said Declaration, and be enforceable by the Chimney Hill Owners Association, Inc., their heirs, successors or assigns, for a period of twenty one (21) years from the date hereof, and shall be automatically deemed readopted and applied for successive twenty (20) year periods, unless or until amended or modified in accordance with the provisions of this Declaration.

13. The Declaration of Protective Covenants, Restrictions and Reservations, for Chimney Hill may be amended by vote or agreement, in person or by proxy, of owners of properties in the subdivision representing at least 67% of the total owners or properties covered by the Declarations. Any amendment must be recorded in the office of the Town Clerk of Wilmington, Vermont, such amendment to be prepared, executed, recorded and certified by any officer of Chimney Hill Owners Association, Inc., designated for that purpose, or, in the absence of designation, by the president of the Association.

/s/ F. Ray Keyser

F. Ray Keyser
Judge, Windham Superior Court

Town Clerk's Office
Wilmington, Vermont
Received April 30, 1984
at 3:00 p.m. and recorded
in Book No. 95 at Page 268

Attest: Mari-Lou Rich Town Clerk

CHIMNEY HILL CORPORATION
Wilmington, Vermont

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
AND RESERVATIONS

This Declaration, made this 26th day of February, 1968, at Wilmington, Vermont
by Chimney Hill Corporation, hereinafter referred to as Chimney Hill:

WITNESSETH:

WHEREAS, Chimney Hill is the owner of the real property set forth in a survey plan by Berman, Roberts & Scofidio, Architects, dated November 9, 1967, Rev. December 20, 1967 and recorded in the Wilmington Land Records, and being a plan of residential lots known as Phase II, comprising Lots No. 38 and 129 and including some unnumbered lots; and,

WHEREAS, Chimney Hill has imposed upon the residential Lots No. 1 to 37 set forth in a plan entitled Phase I certain covenants and restrictions and now desires, for the benefit of consistent development of its premises to impose the same covenants and restrictions upon Phase II;

NOW, THEREFORE, Chimney Hill declares that the real property described by the above survey plan of Phase II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges and liens as fully set forth in the amended declaration only, dated July 25, 1967 and recorded in Volume 44, page 21 of the Wilmington Land Records.

On the date first set forth above, W. Thompson Cullen, president of Chimney Hill Corporation, caused the name and seal of said corporation to be affixed hereto.

(Corporate Seal) CHIMNEY HILL CORPORATION
By W. Thompson Cullen

STATE OF VERMONT)

SS. At Wilmington, this 26th day of February,

1968,

WINDHAM COUNTY)

personally appeared W. Thompson Cullen, president of Chimney Hill Corporation, and he acknowledged the signing and sealing of the above instrument to be his free act and deed and the free act and deed of the corporation.

Before me, Gladys G. O'Neill
Notary Public (Notary Seal)

My term ends February 10, 1969

Wilmington, VT., Town Clerk's Office, February 28, 1968, at 11 o'clock and 10 minutes A.M. then received an instrument for record of which the foregoing is a true copy.

Attest: Earlene D. Fitch Town Clerk

Wilmington, VT., Town Clerk's Office, May 8, 1979. The foregoing is a copy of the original document recorded in the Land Record Volume 44, page 463.

Attest: Mari-Lou Rich Town Clerk

CHIMNEY HILL OWNERS ASSOCIATION, INC.

CERTIFICATE
as to Amendment to the Declaration of
Protective Covenants, Restrictions and Reservations

The date of this Certificate is April 5, 2008.

The undersigned certifies that they are the President and Secretary, respectively, of the Chimney Hill Owners Association, Inc., and further certify that Section 10(B) of the Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, applicable to the Chimney Hill subdivision (the "Subdivision"), was amended by vote of 67 percent of all owners of the Subdivision at a meeting duly warned and held on April 5, 2008, at which a quorum was present and acting throughout, by deleting the text thereof and substituting the following therefore:

B. The use of such privileges, facilities, properties, improvements, services, and benefits shall be subject to approval of the user for membership in the Association and compliance with the rules and regulations from time to time promulgated by the Association with respect to such use, and the Association shall have the right to deny to an owner and his, her, their, or its heirs, executors, administrators, successors and assigns the use and enjoyment of said privileges, properties, facilities, improvements, services and benefits because of violations of the Declaration of Protective Covenants, Restrictions and Reservations, and the rules and regulations of the Association without impairing the obligation to pay the annual charge as herein set forth. Only an owner in good standing and in compliance with the Declaration, the bylaws of the Association and applicable rules of the Association shall have the right to vote at any meeting of the Association.

IN WITNESS whereof, the undersigned have executed this Certificate.

CHIMNEY HILL OWNERS ASSOCIATION, INC.

By Lawrence Christian
President

By Patricia Nye
Secretary

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington this 24 day of May, 2008, Lawrence Christian and Patricia Nye, President and Secretary, respectively, of **Chimney Hill Owners Association, Inc.**, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of **Chimney Hill Owners Association, Inc.**

Before me Faith E. Powell
Notary Public

My commission expires: 2/10/11

Town Clerk's Office
Wilmington, Vermont

Received June 27, 2008 at 2:45 p.m. and
recorded in Book No. 262 at Page 148

Attest: Susan Haughwout, Town Clerk
22195/001

CHIMNEY HILL OWNERS ASSOCIATION, INC.

CERTIFICATE

As to Amendments to the Declaration of
Protective Covenants, Restrictions and Reservations

The date of this Certificate is December 6, 2008.

The undersigned certifies that they are the President and Secretary, respectively, of the Chimney Hill Owners Association, Inc., and further certify that Section 13 of the Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, applicable to the Chimney Hill subdivision (the "Subdivision"), was amended by vote of 67 percent of all owners in good standing of the Subdivision at a meeting duly warned and held on December 6, 2008, at which a quorum was present and acting throughout, by deleting the text thereof and substituting the following therefore:

13. The Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, may be amended by vote or agreement, in person or by proxy, of owners of properties in good standing in the subdivision, representing two-thirds of at least fifty one percent of owners of property in good standing covered by the Declarations. Any amendment must be reordered in the office of the Town Clerk of Wilmington, Vermont, such amendment to be prepared, executed, recorded and certified by any officer of Chimney Hill Owners Association, Inc., designated for that purpose, or, in the absence of designation, by the President of the Association.

IN WITNESS whereof, the undersigned have executed this certificate.

CHIMNEY HILL OWNERS ASSOCIATION, INC.

By Eugene W. Clark
President

By Patricia Nye
Secretary

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington this 20th day of December, 2008 Gene Clark and Patricia Nye, President and Secretary, respectively, of **Chimney Hill Owners Association, Inc.**, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and free act and deed of **Chimney Hill Owners Association, Inc.**

Before me Faith E. Powell
Notary Public

My commission expires: 2/10/11

Town Clerk's Office
Wilmington, Vermont
Received January 21, 2009 at 11:40 a.m. and
recorded in Book No. 266 at Page 370
Attest: Susan Haughwout, Town Clerk
28651

CHIMNEY HILL OWNERS ASSOCIATION, INC.

CERTIFICATE

As to Amendments to the Declaration of
Protective Covenants, Restrictions and Reservations

The date of this Certificate is February 20, 2010.

The undersigned certifies that they are the President and Secretary, respectively, of the Chimney Hill Owners Association, Inc., and further certify that Section 10 of the Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, applicable to the Chimney Hill subdivision (the "Subdivision"), was amended by vote of 85 percent of all owners in good standing of the Subdivision at a meeting duly warned and held on February 13, 2010, at which a quorum was present and acting throughout, by deleting the text thereof and substituting the following therefore:

10. Each developed lot included in this conveyance shall be subject to an annual charge of nine hundred dollars (\$ 900.00) beginning on April 1, 2010. Thereafter future increases may be implemented as the Declaration of Protective Covenants allows, and the grantee or grantees, his, her, their, or its heirs, executors, administrators, successors and assigns, hereby agree:

IN WITNESS whereof, the undersigned have executed this certificate.

CHIMNEY HILL OWNERS ASSOCIATION, INC.

By Eugene Clark
President

By Patricia Nye
Secretary

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington this 20th day of February, 2010 Gene Clark and Patricia Nye, President and Secretary, respectively, of **Chimney Hill Owners Association, Inc.**, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and free act and deed of **Chimney Hill Owners Association, Inc.**

Before me Faith E. Powell
Notary Public
My commission expires: 2/10/11

Town Clerk's Office
Wilmington, Vermont
Received April 29, 2010 at 10:50 a.m. and
recorded in Book No. 277 at Page 61
Attest: Susan Haughwout, Town Clerk

CHIMNEY HILL OWNERS ASSOCIATION, INC.

CERTIFICATE

As to Amendments to the Declaration of
Protective Covenants, Restrictions and Reservations

The date of this Certificate is February 20, 2010.

The undersigned certifies that they are the President and Secretary, respectively, of the Chimney Hill Owners Association, Inc., and further certify that Section 10(G) of the Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, applicable to the Chimney Hill subdivision (the "Subdivision"), was amended by vote of 77 percent of all owners in good standing of the Subdivision at a meeting duly warned and held on February 13, 2010, at which a quorum was present and acting throughout, by deleting the text thereof and substituting the following therefore:

10(G). That the grantor, its successors and assigns, shall have the right to increase the amount of such annual charge only on the following basis: the annual charge may be adjusted by the increase in the prior year's Consumer Price Index as shown by its all items index at December 31 plus up to 3%.

IN WITNESS whereof, the undersigned have executed this certificate.

CHIMNEY HILL OWNERS ASSOCIATION, INC.

By Eugene Clark
President

By Patricia Nye
Secretary

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington this 20th day of February, 2010 Gene Clark and Patricia Nye, President and Secretary, respectively, of **Chimney Hill Owners Association, Inc.**, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and free act and deed of **Chimney Hill Owners Association, Inc.**

Before me Faith E. Powell
Notary Public
My commission expires: 2/10/11

Town Clerk's Office
Wilmington, Vermont
Received April 29, 2010 at 10:50 a.m. and
recorded in Book No. 277 at Page 62
Attest: Susan Haughwout, Town Clerk

CHIMNEY HILL OWNERS ASSOCIATION, INC.

CERTIFICATE

As to Amendments to the Declaration of
Protective Covenants, Restrictions and Reservations

The date of this Certificate is February 20, 2010.

The undersigned certifies that they are the President and Secretary, respectively, of the Chimney Hill Owners Association, Inc., and further certify that a new Section 10(H) be added to the Declaration of Protective Covenants, Restrictions and Reservations, dated July 25, 1967, as amended to date, applicable to the Chimney Hill subdivision (the "Subdivision"), to allow for undeveloped lots (non-Deed Restricted Lots) an annual charge at less than a developed lot annual charge until such time as the lot is developed was approved by vote of 86 percent of all owners in good standing of the Subdivision at a meeting duly warned and held on February 13, 2010, at which a quorum was present and acting through-out, by inserting the text following therefore:

10(H). Undeveloped lots within the subdivision (non-Deed Restricted Lots) shall pay an annual charge of seven hundred and fifty six dollars (\$ 756.00) plus twenty five percent (25%) of any annual increase assessed on the developed properties within the subdivision until such time as the lot is developed.

IN WITNESS whereof, the undersigned have executed this certificate.

CHIMNEY HILL OWNERS ASSOCIATION, INC.

By Eugene Clark
President

By Patricia Nye
Secretary

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington this 20th day of February, 2010 Gene Clark and Patricia Nye, President and Secretary, respectively, of **Chimney Hill Owners Association, Inc.**, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and free act and deed of **Chimney Hill Owners Association, Inc.**

Before me Faith E. Powell
Notary Public
My commission expires: 2/10/11

Town Clerk's Office
Wilmington, Vermont
Received April 29, 2010 at 10:50 a.m. and
recorded in Book No. 277 at Page 63
Attest: Susan Haughwout, Town Clerk

Chimney Hill Owners Association, Inc.
PO Box 415
Wilmington, VT 05363
www.chimneyhill.com
802-464-2181