

**TOWN OF HINESBURG
DEVELOPMENT REVIEW BOARD
FINDINGS OF FACT, CONCLUSIONS & ORDER**

**For Green Street LLC, Robert Bast & Laura Carlsmith Trustees,
and Snyder Construction Company
Revisions to a Previously Approved Subdivision & Site Plan
Tax Map 20-50-43.000**

This matter came before the Hinesburg Development Review Board (DRB) on the application of Snyder Construction Company, hereafter referred to as the Applicant, for approval of revisions to a previously approved subdivision and Planned Unit Development (PUD) on Green Street (off of Charlotte Road). The DRB held a public hearing on May 20, August 5, August 19, October 7, and October 21, 2014. Chris Snyder, representing the Applicant, attended the meetings.

Based on the above-mentioned hearing and the documents contained in the “document” file for this proposal, the DRB enters the following Findings of Fact, Conclusions and Order.

FINDINGS OF FACT

- 1) The Applicant is requesting DRB approval to make revisions to a previously approved 23-lot, 32-unit subdivision and PUD on Green Street (off Charlotte Road) in the Village Zoning District. Related site plan revisions are also proposed. The subject property is owned as follows: lot 2 (10792 Route 116) and lot 15 (10802 Route 116) by Robert Bast and Laura Carlsmith Trustees; all remaining lots owned by Green Street LLC. The Green Street project was first approved on May 1, 2007 as a 3-lot, 34-unit (8 in the existing structures along Route 116 and 26 new) subdivision and PUD. The original approval was comprised of two adjacent parcels, one of 13.62 acres (parcel #20-50-43.000, owned by Green Street LLC) and a second of 0.32 acres (parcel #20-50-44.000; owned by Rob Bast & Laura Carlsmith). Five of the eight existing units are apartments in the original residence on the 13 acre lot (10802 Route 116), and three of them are located on the 0.32 acre lot (10792 Route 116).
- 2) Since the original approval, the DRB has approved five revisions to the project: minor changes to the final survey plat (clarification of limited common element area only) approved on 8/5/2008; substantive engineering changes to the road elevation, pedestrian bridge designs, and pedestrian access approved on 8/17/2009; major changes to the engineering (elimination of two units and related relocation of other units and infrastructure) approved on 5/4/2010; extension of the deadline for construction of the sidewalk along Charlotte Road approved on 9/21/2011, and a revision, approved on October 18, 2011 to place dwelling units on lot 1 on their own individual lots, thereby changing the overall project from a 3-lot, 32-unit subdivision and PUD to a 23-lot, 32-unit project. The earlier revisions are specific to the Green Street LLC parcel (20-50-43.000) and had no impact on the Bast/Carlsmith parcel (20-50-44.000, 10792 Route 116). Previously approved survey plats are recorded in the Town land records as follows (several site plans and building location plans are also recorded):
 - a) Slide 165-A – per the 5/1/2007 DRB decision; recorded on 10/17/2007

- b) Slide 173-B – per the 5/1/2007 DRB decision; recorded on 8/12/2008
 - c) Slide 192-A (sheet 1 of 2) – per the 10/18/2011 DRB decision; recorded on 11/10/2011
 - d) Slide 192-B (sheet 2 of 2) – per the 10/18/2011 DRB decision; recorded on 11/10/2011
- 3) The current proposal is to reconfigure the interior of the project area. The proposal will create a 9-lot, 35 dwelling unit subdivision and PUD. The revision would collapse many of the lots in the center of the project into a single lot – shown as lot 4 on the plans. The proposed homes on lot 4 would be completely redesigned as multi-family dwellings (three 3-plexes, one 4-plex, and two 5-plexes) for a total of 23 dwelling units. The vast majority will be two bedroom units, and the approximate mix of units (may be change slightly) is: Four 1-bedroom units; 17 two-bedroom units; two three-bedroom units. The plan increases the number of “new” (not counting pre-existing buildings/units on Route 116; lots 2 & 15) dwelling units from 23 units to 27 units. Related site plan revisions are being made to lots 2, 4, and 15.
- 4) What follows is a list of the proposed lots, and how they relate to the previously approved lots that are being revised:
- a) Lot 1 - Previously 10.22 acres of common land including the road, stormwater treatment area, and 8.06 acres of dedicated open space on the western side of the lot. As proposed, lot 1 would be reduced to 8.73 acres, including a smaller portion of the road (initial segment) and the open space area, but no longer including the stormwater treatment area.
 - b) Lot 2 - No changes are proposed to lot 2, which fronts on Route 116, was already developed with a 3-unit mixed-use building prior to the original Green Street project, and has always been only tangentially involved in the overall project since it will host a portion of the sidewalk connecting the other lots to Route 116. The site plan for this lot is being codified with this approval
 - c) Lot 3 - No changes are proposed to lot 3, which is an undeveloped lot approved for commercial use at the corner of Charlotte Road and Green Street.
 - d) Lot 4 (5, 10-14, 16-23) - As noted above, lot 4 is where the bulk of the reconfiguration is happening. Lot 4 will be reconfigured to subsume and eliminate lots 5, 10-14, and 16-23.
 - e) Lots 6-9 - Lots 6-9 will be reconfigured to have actual land area rather than being simply building footprint lots as previously approved. Lots 6 and 7 were fully developed with single family homes after the original Green Street approvals. Lot 8 was partially developed with the foundation for a future single-family home. Lot 9 remains undeveloped.
 - f) Lot 15 - Fronts on Route 116 with the pre-existing 5-unit multi-family dwelling (apartments). The western boundary will expand in order to retain the existing barn. The original plans showed this barn being relocated to lot 1 as a common element; however, the revised plan shows it remaining on lot 15, to be relocated slightly and restored by the landowner (Green Street LLC). The site plan for this lot is being revised and codified with this approval. The new site plan shows additional parking, trash & recycling location, and revised landscaping.

- 5) This is intended to be a “turnkey” project done by Snyder Construction Company, the Applicant, and sold to the Champlain Housing Trust (CHT) and Housing Vermont (HV) to create perpetually affordable housing, and a few market-rate units. The Town has applied for a State Community Development Program grant of \$610,000 to help CHT and HV with the financing of this affordable housing project. If the sale to CHT and HV doesn’t happen, Snyder Construction Company plans to build the project anyway. Per section 5.21 of the Zoning Regulations (Inclusionary Zoning), this project must provide at least two perpetually affordable units, which have not yet been identified given that the plan is for nearly 20 affordable units under eventual CHT/HV ownership.
- 6) The changes were substantial enough that the Applicant provided an integrated set of plans for the entire subdivision, which replaces the various iterations on file as a result of the five previous versions of the original Green Street project.
- 7) The application was received and deemed complete on April 18, 2014. The applicant submitted a variety of narratives, survey, engineering, and related documents. The plans were amended through the review process. The final versions of the plans are as follows: a) Subdivision Plats (two sheets, PL-1 & PL-2) by Lamoureux & Dickinson dated 6/23/2014 and last revised 9/26/2014; b) Landscaping Plan (sheet 4) by Lamoureux & Dickinson dated 6/23/14 and last revised 10/15/14; c) Various engineering plans (sheets 1-3, 4A) by Lamoureux & Dickinson dated 6/23/2014 and last revised 9/26/2014; d) Various engineering details (sheets 5-8 and sheet L) by Lamoureux & Dickinson dated 6/23/2014. All of the aforementioned final plans were stamped received 9/26/2014 with the exception of sheet 4 (landscaping plan) which was stamped received on 10/15/2014. All of these submissions are contained in the document file (20-50-43.000) in the Hinesburg Planning & Zoning office. This file also contains staff reports and correspondence from other parties that were discussed during the review and are part of the record.
- 8) DRB attendance at the five meetings was as follows. May 20: Zoe Wainer, Dennis Place, Kate Myhre, Ted Bloomhardt, Greg Waples, Dick Jordan, Sarah Murphy. August 5: Zoe Wainer, Dennis Place, Kate Myhre, Ted Bloomhardt, Greg Waples, Dick Jordan, Sarah Murphy. August 19: Dennis Place, Kate Myhre, Ted Bloomhardt, Greg Waples, Dick Jordan, Sarah Murphy, Andrea Bayer. October 7: Zoe Wainer, Dennis Place, Kate Myhre, Ted Bloomhardt, Dick Jordan, Sarah Murphy, Andrea Bayer. October 21: Zoe Wainer, Dennis Place, Ted Bloomhardt, Greg Waples, Dick Jordan, Sarah Murphy, Andrea Bayer. See the official meeting minutes for a list of others present at the meeting(s).
- 9) The May 20, 2014 public hearing was warned in the *Citizen* on May 1. The hearing was closed on August 19, 2014, but was reopened on October 7 for further discussion/review. The October 7, 2014 public hearing was warned in *The Citizen* on September 11.
- 10) Sheet 1 indicates, and the Applicant stipulated at the October 7 hearing, that some overflow parking will be provided on lot 3 for the benefit of the residents living on lot 4. Initially, this will simply be use of the existing widened gravel area on the west side of Green Street, along the lot 3 frontage. Once lot 3 is developed, at least four parking

spaces in any resulting parking lot shall be available for lot 4 residents during nights and weekends.

- 11) The Town Fire Chief expressed concern about accessing upper stories, and recommended installing sprinklers. After meeting with the Applicant, the Fire Chief indicated via a 9/17/2014 email that he no longer has these concerns. He said that because of the layout, the only area of concern for second floor evacuation was the rear center unit; however, because of an adequate porch roof exit, the Fire Department no longer had any concerns.
- 12) Sheet 1 (Overall Site Plan) shows the approximate locations of six garden plots behind a parking area and behind units 15-19. Two other garden plots are also shown behind units 12-14. At the October 7 meeting, the Applicant stipulated that the growing medium for these garden plots would be installed, along with signage to advise residents of the garden plot location.
- 13) The Applicant stipulated that the new homes on lot 4 would be built to Efficiency Vermont's Energy Code Plus efficiency standard, which provides for greater energy efficiency than the State's minimum required building energy standard.
- 14) On August 8, 2014, the Applicant provided drafts of revised homeowners association documents titled "Third Amended and Restated Declaration for Green Street Community". The Applicant did not provide an updated version of this after the project was substantially revised with the plans submitted on 9/26/2014. Furthermore, the original project included several irrevocable offers of dedication for easements to the Town (e.g., sidewalk access, trail easement, sewer lines, etc.). The plans show that some of these need to be updated, but the Applicant did not submit revised versions as part of the DRB review.
- 15) The original subdivision and the proposed subdivision revision include far fewer residential dwellings than the Zoning Regulations allow. Per section 2.4.3 (Zoning), the base development density is calculated using the total parcel size minus any stream setback areas. For this project, the acreage exclusive of the stream setback area along the LaPlatte River is approximately 11.8 acres. This includes all lots in the subdivision, including lots 2 and 15 on Route 116 and lot 3 on Charlotte Road. With this in mind, 56 dwelling units would be possible at the base density, including the automatic 20% inclusionary zoning bonus, but not including any discretionary bonuses as described in sections 2.9 or 5.21. See below for details on the calculation. The overall site plan (sheet 1) allocates the remaining residential density (21 dwelling units) as follows: lot 2 (3 units); lot 3 (10 units); lot 4 (3 units), lot 6 (none), lot 7 (none), lot 8 (1 unit), lot 9 (1 unit), lot 15 (3 units). Utilization of any of the project's remaining residential density allocations will require additional review by the DRB, and may be difficult due to site constraints (e.g., parking, adequate green space, etc.).
 - a. Base density: 11.8 acres x 4 units/acre = 47 dwelling units
 - b. Existing dwelling units: 10 (5-unit apartment house, 3-unit house, 2 homes on Green Street)
 - c. Proposed new dwelling units: 25

- d. Total dwelling units (existing and proposed): 35
 - e. Inclusionary bonus: 20% of base density = 9 dwelling units
 - f. Base density, possible unit count: $47 + 9 = 56$ dwelling units
 - g. Possible future dwelling units: $56 - 35 = 21$
 - h. Inclusionary requirement: 10% of proposed new dwelling units = 2 units. Note that building more new dwelling units than what is currently proposed would require additional inclusionary units beyond the two required at this time.
- 16) Bruce and Maureen Corbett, abutting landowners (10776 Route 116), expressed concern about screening the project from their property. They requested that the revised plan include a cedar hedge along the property line similar to what was approved in the original plan, and that it be installed immediately. They also volunteered to have the cedar hedge planted on their side of the property line. The landscaping plan does show a cedar hedge along the property line, on the Green Street side of the line.
- 17) The Applicant stipulated at the October 7 hearing that all structures will be within the footprints shown on the overall site plan (sheet 1). The Applicant indicated that the actual footprint of the buildings may vary within those footprints, and that the conceptual building designs shown during the review will also vary to some degree.
- 18) Sheet 5 of the plans shows a soil stockpile area between units 8 and 9. The Applicant stipulated that the community green space in this location will be installed after 10 dwelling units on lot 4 are completed.
- 19) The PUD waivers for this project are listed on survey plat sheet PL-2. Waiver “F” incorrectly indicates that the front yard setback is measured from the center of the road right of way. Per Table 1 (note #3) in the Zoning Regulations, front yard setbacks in this district are measured from the edge of the road right of way.
- 20) Power for the project will be via underground utility lines. The site plan (sheet 1) shows existing utility pedestals, but does not depict the location of proposed or likely utility pedestals, nor does the utility plan (sheet 2) show this infrastructure.
- 21) As noted in the original approval, the base flood elevation for this area is 328’ according to the FEMA National Flood Insurance Program maps. Although development on lot 3 will require additional DRB review, the original 2007 decision did grant approval for development in the flood hazard area on lot 3. The original plans showed fill on portions of lot 3 to ensure that the lowest floor (including basements) of buildings and associated infrastructure are elevated above the base flood elevation. As part of that original review process, the Planning & Zoning office notified and received input from the Vermont Agency of Natural Resources – letter dated October 20, 2006 from Rebecca Pfeiffer of the River Management Program. This letter recommended the Town require an as-built elevation certification for the proposed buildings to ensure the regulations have been met.

CONCLUSIONS

1. The sidewalk connecting to Route 116 from the south end of the project is a critical second pedestrian connection as it provides much more ready access to Route 116 and Hinesburg Community School than the sidewalks along Green Street and Charlotte Road. Admittedly, this Route 116 sidewalk connection includes a relatively steep section (approximately 60' at an 11% grade); however, the final plan is preferable to earlier iterations proposed by the Applicant that showed several sets of stairs. Eliminating the stairs allows a wider range of use (e.g., parents with strollers) and makes winter maintenance easier. The project includes other ADA accessible sidewalks that connect to the Town sidewalk system along Charlotte Road via Green Street itself.
2. There was substantial discussion about ensuring adequate parking – for the dwelling units and for overflow. The plan shows 45 parking spaces for the 23 dwelling units on lot 4. This is an acceptable number of parking spaces for the occupants given that four one-bedroom units are proposed. With that said, some extra parking is warranted (e.g., for guests) given that there is absolutely no extra room on lot 4 for additional parking. Overflow parking is necessary given that so many multi-family dwellings are proposed in such a high density subdivision on this highly constrained site. The Applicant's proposal for shared parking on lot 3 is a reasonable solution to address this. This sharing provision should be reflected in any deed language recorded for lot 3 or lot 4. Any sharing arrangement should be fleshed out during site plan review prior to development of lot 3.
3. Street tree varieties along Green Street were discussed during the review, and the Applicant modified the plan to include more traditional shade trees with taller profiles and canopies. Spacing of these trees is tight in certain locations. This shouldn't pose an issue for several years; however, as these trees mature, it may be necessary to remove certain trees to make room for the healthiest and most vigorous specimens to persist. Such changes to the landscaping plan may be reviewed and approved by the Zoning Administrator as minor site plan revisions. The 13 existing street trees along Charlotte Road (shown on sheet 4A) are part of this gateway to the village and help soften the industrial look of the solar trackers. Some of these trees are in good shape, but others are questionable. These should be maintained, and replaced when necessary, as part of this subdivision – like any other element of the landscaping plan. As such, the owner of lot 3 should be responsible for the six trees on that lot, and the owner of lot 1 (the Association) should be responsible for the seven trees on that lot.
4. The garden plots shown on the overall site plan (sheet 1) are an important element of the project. These garden plot areas provide essential, usable green space for the residents living in the multi-family dwellings on lot 4. This is essential because of the density of the project, and because the availability of the larger meadow area (common open space, largely on lot 1) to the west for active use is questionable given its wetland designation. The original Green Street project included garden space in the wetland area, and anticipated continued agricultural use of much of the open space to the west of the development. These garden plot areas should be improved as a part of the development of the project, and not left as an optional afterthought. Proper growing medium (e.g.,

topsoil and compost), that is not compacted by construction equipment, should be added to these areas so that they can serve the intended purpose for the residents of lot 4.

5. The original Green Street project proposed to relocate the barn (now staying on lot 15) to the west to serve as a central organizing feature for the new neighborhood. The revised project doesn't include this element, and alters the amount of yard space by converting what were largely single-family homes into multi-family structures. As such, there was substantial discussion about creating green space on lot 4 for more active uses and neighborhood activities. The project provides extensive areas to the west in the wet meadow. This is an asset to the project, but doesn't provide easily accessible and maintained green space. The final plans show a community green space at the base of the sidewalk connection to Route 116, north side of Green Street, between unit 8 and 9. Although relatively small, this area together with the other site improvements (e.g., sidewalks, garden plots, etc.) conforms to the original project intent and the open space and recreation planning standard (section 5.1.4, Subdivision Regulations).
6. Although the long face of the buildings are oriented east/west (rather than south for optimal passive solar gain), most of the roof ridgelines run east/west and thereby appear to be suited for the installation of photovoltaics or solar hot water now or in the future. Taken as a whole, this development does meet the intent of the Energy Conservation standard (section 5.1.12, Subdivision Regulations) because of the compact development, multi-family structures (more efficient than single family homes), energy efficient design (Applicant indicated new homes would be Energy Code Plus – above the State minimum), existing solar trackers, etc.
7. The proposed revisions to the site plan for lot 2, lot 4, and lot 15 largely conforms to the site plan standards in section 4.3. The site plan for lot 15 includes substantial changes to codify and improve parking, landscaping, trash/recycling location. The front yard parking spaces shown on the plan are largely existing today (potentially 1-2 spaces added), and the proposed cedar hedges will help screen these. The trash/recycling location is properly located in the rear yard at the back of the parking area; however, it is adjacent to the sidewalk connecting to Route 116. As such, additional landscaping should be added between the trash/recycling area and the sidewalk.
8. Given the compact nature of the project and the predominance of multi-family dwellings, the two required perpetually affordable units could be located in any of the buildings on lot 4. However, give the number of bedrooms per unit proposed across the entire development, these two required affordable units should be two-bedroom units. This requirement will not be an issue if the anticipated plan for nearly 20 affordable units is realized. However, these two units should be identified pursuant to section 5.21 (Zoning) in case the CHT/HV plans are not realized.
9. The abutting landowner's (Corbett) desire to have the proposed cedar hedge installed immediately is understandable, but may not be practical or even advisable ahead of site construction. Furthermore, the regulations do not require that new homes be screened from existing homes. Rather, screening is typically required for other site improvements like parking areas, dumpster areas, etc. With that said, if the Applicant is interested in

planting the cedar hedge on the Corbett property, this could certainly be approved by the Zoning Administrator as a minor deviation as described in the Order.

10. This project designates the westerly portion of lot 1 and a small portion on the westerly side of lot 4 as dedicated greenspace (or open space) pursuant to the PUD requirements (section 4.5.7, Zoning). This area totals 8.25 acres, which greatly exceeds the minimum 10% required greenspace area. The principal purposes of this greenspace are to allow for a 100' riparian buffer along the LaPlatte River, and continued agricultural use in areas outside of this buffer. These principal purposes also provide further protection and avoidance of the mapped flood hazard area on lots 1 and 4. Secondary or ancillary purposes of the greenspace include: stormwater treatment, passive recreation, future trails (public and/or private), preservation of the VAST snowmobile trail corridor, and accommodation for additional solar trackers within a specified area described below.
11. The plat indicates a 100' wide easement area on lot 1, along a portion of the Charlotte Road frontage, for the possible addition of more solar trackers. Renewable energy installations are a reasonable use of the open space area, as long as they are proximate to the existing solar trackers by being located within the easement area.
12. The plat shows an easement for the VAST snowmobile trail running through the middle of the solar tracker easement area. This might prove undesirable. As such, the Applicant is welcome to make revisions to the plat to disentangle these easement areas. Any revisions would need to be made prior to recording of the survey mylar, but could be approved by the Zoning Administrator as a minor deviation as described in the Order. Since this is anticipated, no further DRB review would be necessary as outlined in section 7.7.3 of the Subdivision Regulations, if approved by the ZA.

ORDER

Based on the Findings of Fact and Conclusions set forth above, the Hinesburg DRB approves the proposed revisions to the Green Street subdivision, PUD, and related site plans subject to the conditions listed below.

1. Two full-size paper copies and one digital version (Adobe PDF) of the final plans (including any revisions discussed below) shall be submitted prior to submission and recording of the final plat mylar.
2. All of the plans shall be updated to reflect the 10/15/14 revisions shown on sheet 4 of the landscaping plan. The plans shall also be revised to include additional landscaping (of the Applicant's choice and quantity) to help soften and partially screen the trash/recycling area on lot 15 from the sidewalk connecting to Route 116.
3. The waiver list on survey plat sheet PL-2 shall be corrected to reflect the correct front yard setback measurements from the edge of the right of way.

4. Necessary revisions to irrevocable offers of dedication shall be finalized with the Selectboard and submitted to the Town Clerk for recording prior to submission and recording of the final plat mylar.
5. Prior to the issuance of the first building permit for a dwelling on lot 4, the Applicant shall provide a utility plan to the Zoning Administrator for review. This plan shall indicate the locations of proposed utility pedestals/cabinets. Additional landscaping shall be provided around utility pedestals/cabinets as determined jointly by the Applicant and the ZA. Should the Applicant and the ZA be unable to resolve any issues created by this utility infrastructure, the matter shall be referred to the DRB for review and approval.
6. Any deed language recorded for lot 3 or lot 4 shall reflect the shared parking arrangement described above.
7. All buildings on lot 4 and lots 6-9 shall be built within the footprints shown on the overall site plan (sheet 1).
8. Soil stockpiling between units 8 and 9 (as depicted on sheet 5) will be discontinued and the community green space in this location shall be installed and made available for use before issuance of a building permit for the structure that will contain the 11th dwelling unit on lot 4.
9. Proper growing medium for gardening (e.g. topsoil and compost) shall be added to the proposed garden plot areas on lot 4 prior to issuance of the certificate of occupancy for the multi-family dwelling containing units 15-19, and in no case over two years from the certificate of occupancy of the first dwelling on lot 4. Once installed, this soil shall not be compacted by construction equipment. Upslope stormwater runoff shall be directed away from garden spaces, and if stormwater impacts arise, the Applicant shall immediately propose modifications to the plans in the form of a minor site plan revision. Furthermore, rental agreements for the apartment units on lot 4 shall mention the availability of the garden space, and signs shall be installed near the two garden plot areas to help alert residents to these gardening areas.
10. The buildings on lot 4 shall be built to Efficiency Vermont's Energy Code Plus standard. The Applicant shall provide evidence from Efficiency Vermont as to conformance with this standard prior to issuance of certificates of occupancy.
11. The Applicant shall identify the two required units of perpetually affordable housing prior to issuance of a building permit for any new structures. These two units shall have at least two bedrooms each.
12. The Applicant shall cover the cost for the Town to hire a qualified professional to review the project at the following intervals: a) when concrete is ready to be poured for major site improvements (e.g., building foundations, sidewalks); b) prior to the request for a certificate of occupancy/use for the building on lot 9; c) prior to the request for a certificate of occupancy for the last building on lot 4. The consultant(s) shall work at the Town's direction and shall provide the Town such reports and assistance, as the Town

deems necessary to determine the project's compliance with the approved plans and DRB decisions. The scope of the independent review shall be as narrow as possible, and the cost shall be minimized to the extent practical. The applicant shall be notified as to the choice of the consultant(s) and the estimated cost prior to the independent consultant(s) starting work.

13. Prior to the issuance of certificates of occupancy for new dwellings on lot 8, lot 9, and lot 4, a qualified and licensed professional shall submit a letter to the Zoning Administrator stating that the structure location is within the approved setback allowances, and that the necessary site improvements (e.g., stormwater/erosion control, landscaping, sidewalks, etc.) have been installed per the plan and this approval.
14. Use of the dedicated greenspace shall be consistent with the purposes outlined in Conclusion #10.
15. Sidewalk maintenance shall include winter snow removal and related treatment to ensure year round pedestrian access.
16. If experience indicates problems with parking and/or traffic circulation, the Applicant shall immediately propose modifications to the plans in the form of a site plan revision application for the DRB to review. If access to the three parking spaces on the west side of lot 2 impedes or obstructs the adjacent sidewalk, the Applicant shall immediately propose modifications to the plans in the form of a minor site plan revision.
17. All exterior lighting shall be installed or shielded in such a manner as to be downcasting and to conceal light sources and reflector/refractor areas from view from points beyond the lot.
18. The areas exposed during construction shall be treated in a manner consistent with the procedures contained in the Vermont Handbook for Soil Erosion and Sediment Control on Construction Sites.
19. Hours of construction shall be 7am-7pm, Monday-Saturday, and not on federally recognized holidays. Interior work outside of these hours is allowed if no noise is discernible at the property line.
20. All blasting shall be done by a licensed, insured contractor, utilizing all current industry safety standards. Any blasting or pounding shall occur only between the hours of 8am to 5pm Monday through Friday and not on federally recognized holidays. Neighbors of any blasting and pounding to take place shall be given as much notice as possible. The use of a hydraulic hammer, if required, will be limited to not more than two days in any week.
21. The newly approved plans shall be the plans of record for the Green Street project. The original approval and its earlier revisions shall be entirely replaced by the new plans.
22. There shall be no development on lot 3 without further DRB review and approval.

23. In accordance with the height waiver for the future building on lot 3, a sprinkler system shall be installed in this building if it exceeds the 35' in height. Planning for such a sprinkler system shall be demonstrated prior to issuance of a zoning permit for this structure, and installation of the system shall be confirmed prior to issuance of a certificate of occupancy for this structure.
24. An as-built elevation certification (basement floor elevation) from a qualified and licensed professional shall be submitted prior to the issuance of a certificate of occupancy for any buildings on lot 3 to ensure structures have been brought above the base flood elevation.
25. Future site plan revisions to any specific lot may be reviewed independently as long as the changes are constrained to the lot in question, and have little or no impact on the rest of the lots, or the overall intent of the subdivision as expressed in this decision.
26. No further subdivision of this property shall occur without the approval of the Hinesburg DRB. Utilization of any of the project's remaining residential density allocations shall require review by the DRB to revise this decision.
27. This project shall be completed, operated, and maintained as set forth in the plans and exhibits as approved by the DRB and on file in the Town Office, and in accordance with the conditions of this approval. Deviations may be made from these plans if they are:
 - a. Approved by the designer, or equivalent
 - b. In conformance with the intent of this decision,
 - c. Determined by the Zoning Administrator that they are not significant enough to require a formal revision to the DRB decision.
28. In accordance with State statute, the mylar of this subdivision shall be recorded in the Hinesburg Land Records within 180 days of this approval (or 270 days if permitted by the Zoning Administrator pursuant to the Subdivision Regulations, section 7.5).

Development Review Board

October 21, 2014
Date

Board Members participating in this decision: Zoe Wainer, Dennis Place, Ted Bloomhardt, Dick Jordan, Sarah Murphy, Andrea Bayer.

Vote: 6-0 (see October 21, 2014 meeting minutes)

30-day Appeal Period:

An "interested person", who has participated in this proceeding, may appeal this decision to the Vermont Environmental Court within 30 days of the date this decision was signed. Participation shall consist of offering, through oral or written testimony, evidence or a statement of concern

related to the subject of the proceeding. See V.S.A. Title 24, Chapter 117, Section 4465b for clarification on who qualifies as an “interested person”.

Notice of the appeal, along with applicable fees, should be sent by certified mail to the Vermont Superior Court - Environmental Division. A copy of the notice of appeal should also be mailed to the Hinesburg Planning & Zoning Department at 10632 Route 116, Hinesburg, VT 05461. Please contact the Court for more information on filing requirements, fees, and current mailing address.

State Permits: It is the obligation of the Applicant or permittee to identify, apply for, and obtain required state permits for this project prior to any construction. The VT Agency of Natural Resources provides assistance. Please contact the regional Permit Specialist at 878-5676 (111 West St, Essex Jct., VT 05452) for more information.

All new residential construction including additions, alterations, renovations, and repairs is subject to the Vermont Residential Building Energy Standard (RBES) - 21 V.S.A. § 266

OFFER OF IRREVOCABLE DEDICATION - WATER LINES

This Offer of Irrevocable Dedication (hereinafter the "Agreement") is by and between GREEN STREET, LLC, a Vermont limited liability company with a principal place of business in Hinesburg, in the County of Chittenden, and State of Vermont, (hereinafter the "Owner"), and the TOWN OF HINESBURG, a Vermont municipality located in the County of Chittenden, and State of Vermont, (hereinafter the "Town").

In consideration of Ten Dollars (\$10.00) paid by the Town to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the Town a deed of conveyance for the water main lines, the descriptive portions of which are attached hereto as Exhibit A, said delivery constituting a formal Offer of Irrevocable Dedication to the Town, to be held by the Town until the acceptance or rejection of such Offer of Irrevocable Dedication by the Town (hereinafter the "improvements").
2. Owner agrees that such formal Offer of Irrevocable Dedication is irrevocable and can be accepted by the Town at any time.
3. The execution and delivery of this Offer of Irrevocable Dedication shall impose no obligation by the Town to accept such Offer of Irrevocable Dedication.
4. This Offer of Irrevocable Dedication shall run with the land and be binding upon the Owner and the Town and their respective successors and assigns.
5. By the acceptance and recording of this Offer of Irrevocable Dedication - Water Lines, the TOWN OF HINESBURG acknowledges that this Offer of Irrevocable Dedication - Water Lines supersedes and replaces the Offer of Irrevocable Dedication - Water Lines dated October 1, 2007, and of record in Book 194, Page 621-625 of the Town of Hinesburg Land Records.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2015.

IN PRESENCE OF: GREEN STREET, LLC

_____ By: _____
WITNESS Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this _____ day of _____, 2015, personally appeared _____, Duly Authorized Agent of GREEN STREET, LLC, who acknowledged the foregoing instrument, by _____ sealed and subscribed, to be _____ free act and deed, and the free act and deed of GREEN STREET, LLC.

Before me: _____
Notary Public

My commission expires: 2/10/2019

EXHIBIT A

Being an easement and right of way 20 feet in width for the purpose of laying, maintaining, repairing, testing, inspecting and replacing the underground water line in the area depicted as the 20' Wide Water Easement to the Town of Hinesburg as depicted on a plat of survey entitled, "Lands of Green Street, LLC & Robert S. Bast & Laura Carlsmith, Trustees of the Laura Carlsmith Revocable Trust, Route 116 & Charlotte Road, Hinesburg, Vermont", Sheet 1 and 2 and Sheet 2 of 2, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014, last revised September 26, 2014, and of record as Map Slide ___ of the Town of Hinesburg Land Records, except for those areas noted on the survey as being relocated from said 20' Wide Water Easement.

There is also conveyed herein a non-exclusive easement for ingress and egress over roadways as depicted on the survey to provide access to said 20' Wide Water Easement.

OFFER OF IRREVOCABLE DEDICATION - PEDESTRIAN PATH

This Offer of Irrevocable Dedication (hereinafter the "Agreement") is by and between GREEN STREET, LLC, a Vermont limited liability company with a principal place of business in Hinesburg, in the County of Chittenden, and State of Vermont, (hereinafter the "Owner"), and the TOWN OF HINESBURG, a Vermont municipality located in the County of Chittenden, and State of Vermont, (hereinafter the "Town").

In consideration of Ten Dollars (\$10.00) paid by the Town to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the Town a deed of conveyance for a pedestrian path, the descriptive portions of which are attached hereto as Exhibit A, said delivery constituting a formal Offer of Irrevocable Dedication to the Town, to be held by the Town until the acceptance or rejection of such Offer of Irrevocable Dedication by the Town (hereinafter the "improvements").

2. Owner agrees that such formal Offer of Irrevocable Dedication is irrevocable and can be accepted by the Town at any time.

3. The execution and delivery of this Offer of Irrevocable Dedication shall impose no obligation by the Town to accept such Offer of Irrevocable Dedication.

4. This Offer of Irrevocable Dedication shall run with the land and be binding upon the Owner and the Town and their respective successors and assigns.

5. By the acceptance and recording of this Offer of Irrevocable Dedication - Pedestrian Path, the Town of Hinesburg acknowledges that this Offer of Irrevocable Dedication - Pedestrian Path supersedes and replaces the Offer of Irrevocable Dedication - Pedestrian Path dated October 1, 2007, and of record in Book 194, Pages 626-630 of the Town of Hinesburg Land Records.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2015.

IN PRESENCE OF:

GREEN STREET, LLC

WITNESS

By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this ____ day of _____, 2015,
personally appeared _____, Duly Authorized Agent of
GREEN STREET, LLC, who acknowledged the foregoing instrument, by _____ sealed and
subscribed, to be _____ free act and deed, and the free act and deed of GREEN STREET,
LLC.

Before me: _____
Notary Public

My commission expires: 2/10/2019

EXHIBIT A

Being a non-exclusive easement and right of way for pedestrian access in the area depicted as the 25' Wide Walking Path/Vast Trail Easement as depicted on a plat of survey entitled, "Lands of Green Street, LLC & Robert S. Bast & Laura Carlsmith, Trustees of the Laura Carlsmith Revocable Trust, Route 116 & Charlotte Road, Hinesburg, Vermont", Sheet 1 and 2 and Sheet 2 of 2, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014, last revised September 26, 2014, and of record as Map Slide ___ of the Town of Hinesburg Land Records, except for those areas noted on the survey as being removed or adjusted from said Trail Easement.

Also being an easement and right of way ___ feet in width for the purpose of constructing, maintaining, repairing and replacing a sidewalk in the easterly bounds of Green Street in the area depicted as "An Easement to the Town of Hinesburg as Proposed Along the Sidewalk Between Charlotte Road and Vt. Route 116 Across Portions of Lots 1, 2, 4, 6 and 15" on the aforesaid survey.

OFFER OF IRREVOCABLE DEDICATION - SEWER LINES

This Offer of Irrevocable Dedication (hereinafter the "Agreement") is by and between GREEN STREET, LLC, a Vermont limited liability company with a principal place of business in Hinesburg, in the County of Chittenden, and State of Vermont, (hereinafter the "Owner"), and the TOWN OF HINESBURG, a Vermont municipality located in the County of Chittenden, and State of Vermont, (hereinafter the "Town").

In consideration of Ten Dollars (\$10.00) paid by the Town to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the Town a deed of conveyance for the sewer main lines, the descriptive portions of which are attached hereto as Exhibit A, said delivery constituting a formal Offer of Irrevocable Dedication to the Town, to be held by the Town until the acceptance or rejection of such Offer of Irrevocable Dedication by the Town (hereinafter the "improvements").

2. Owner agrees that such formal Offer of Irrevocable Dedication is irrevocable and can be accepted by the Town at any time.

3. The execution and delivery of this Offer of Irrevocable Dedication shall impose no obligation by the Town to accept such Offer of Irrevocable Dedication.

4. This Offer of Irrevocable Dedication shall run with the land and be binding upon the Owner and the Town and their respective successors and assigns.

5. By the acceptance and recording of this Offer of Irrevocable Dedication - Sewer Lines, the Town of Hinesburg acknowledges that this Offer of Irrevocable Dedication - Sewer Lines supersedes and replaces the Offer of Irrevocable Dedication - Sewer Lines dated October 1, 2007, and of record in Book 194, Pages 631-635 of the Town of Hinesburg Land Records.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2015.

IN PRESENCE OF:

GREEN STREET, LLC

WITNESS

By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this _____ day of _____, 2015,
personally appeared _____, Duly Authorized Agent of
GREEN STREET, LLC, who acknowledged the foregoing instrument, by _____ sealed and
subscribed, to be _____ free act and deed, and the free act and deed of GREEN STREET,
LLC.

Before me: _____
Notary Public

My commission expires: 2/10/2019

EXHIBIT A

Being an easement and right of way 20 feet in width for the purpose of laying, maintaining, repairing, testing, inspecting and replacing the underground sewer line in the area depicted as the 20' Wide Sewer Easement to the Town of Hinesburg as depicted on a plat of survey entitled, "Lands of Green Street, LLC & Robert S. Bast & Laura Carlsmith, Trustees of the Laura Carlsmith Revocable Trust, Route 116 & Charlotte Road, Hinesburg, Vermont", Sheet 1 and 2 and Sheet 2 of 2, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014, last revised September 26, 2014, and of record as Map Slide ___ of the Town of Hinesburg Land Records, except for those areas noted on the survey as being relocated from said 20' Wide Sewer Easement.

There is also conveyed herein a non-exclusive easement for ingress and egress over roadways as depicted on the survey to provide access to said 20' Wide Sewer Easement.

WARRANTY DEED

DRAFT

KNOW ALL PERSONS BY THESE PRESENTS THAT GREEN STREET, LLC, a Vermont limited liability company with a place of business in Hinesburg, in the County of Chittenden, State of Vermont, Grantor, in consideration of -----TEN AND MORE----- Dollars paid to its full satisfaction by THE SNYDER CONSTRUCTION COMPANY, LLC, a Vermont limited liability company with a place of business in Shelburne, in the County of Chittenden, State of Vermont, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, THE SNYDER CONSTRUCTION COMPANY, LLC, and its successors and assigns forever, a certain piece of land in the Town of Hinesburg, in the County of Chittenden, and State of Vermont, described as follows, viz:

Being a part and portion only of the same land and premises conveyed to Green Street, LLC, by Warranty Deed of Andrew E. Devost dated January 18, 2005, and of record in Book 176, Pages 609-611 of the Town of Hinesburg Land Records.

Being a parcel of land depicted as "Lot 4, 2.85 Acres" on a survey entitled, "Lands of Green Street, LLC & Robert S. Bast & Laura Carlsmith, Trustees of the Laura Carlsmith Revocable Trust, Route 116 & Charlotte Road, Hinesburg, Vermont", Sheet 1 of 2 and Sheet 2 of 2, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014, last revised September 26, 2014, and of record as Map Slide _____ of the Town of Hinesburg Land Records (hereinafter the "Lamoureux & Dickinson survey"). Said land and premises are more particularly described as follows: commencing at an iron pipe marking the northeasterly corner of Lot 4 conveyed herein and a southeasterly corner of adjoining Lot 9, all as depicted on the Lamoureux & Dickinson survey; thence proceeding S82°16'43"W a distance of 74.33 feet to an iron pipe; thence continuing along the same bearing a distance of 44.76 feet to an iron pipe; thence deflecting to the right around a curve with a radius of 43.50 feet a distance of 43.50 feet to an iron pipe; thence proceeding N73°20'09"W a distance of 114.99 feet to an iron pipe; thence proceeding S82°53'07"W a distance of 44.38 feet to an iron pipe; thence turning to the left and proceeding S08°08'39"E a distance of 486.56 feet to an iron pipe; thence turning to the left and proceeding N83°28'25"E a distance of 261.67 feet to an iron pipe; thence turning to the left and proceeding W04°40'36"W a distance of 62.16 feet to an iron pipe; thence proceeding N19°47'31"W a distance of 75.15 feet to an iron pipe; thence proceeding N07°44'15"W a distance of 45.80 feet to an iron pipe; thence turning to the right and proceeding N72°12'06"E a distance of 44.75 feet to an iron pipe; thence turning to the left and proceeding N09°20'38"W a distance of 84.06 feet to a point; thence proceeding N09°20'36"W a distance of 87.77 feet to a point; thence proceeding N07°46'31"W a distance of 87.77 feet to a point; thence proceeding N10°27'56"W a distance of 57.04 feet to the point or place of beginning. All distances and bearings aforesaid are "more or less".

The premises are known and designated as _____ Green Street, Hinesburg, Vermont.

Also conveyed herewith is the right to park four (4) cars in the easterly bounds of Lot 3 as depicted on the Lamoureux & Dickinson survey, said parking spaces being parallel to and adjoining Green Street, so-called. At such time as Lot 3 is developed, at least four (4) parking spaces in any resulting parking lot shall be available to the residents of Lot 4 for parking during nights and weekends.

RESERVED AND EXCEPTED from this conveyance is the right of the members of Green Street Community Association to use and enjoy for recreational purposes that strip of land in the westerly bounds of Lot 4 depicted as "Limits of 8.25 Acres Dedicated to Open Space (comprised of all land on Lot 1 and lot west of the defining line)" on the Lamoureux & Dickinson survey.

This conveyance is subject to and has the benefit of the following:

(a) Declaration of Green Street Community dated July 16, 2008, and of record in Book 199, Pages 643-657 of the Town of Hinesburg Land Records;

(b) Amended and Restated Declaration of Green Street Community dated January 1, 2011, and of record in Book 217, Pages 148-165 of the aforesaid land records;

(c) Second Amended and Restated Declaration of Green Street Community dated November ____, 2011, and of record in Book ____, Page ____ of the aforesaid land records;

(d) Third Amended and Restated Declaration of Green Street Community dated _____, 2014, and of record in Book ____, Page ____ of the aforesaid land records;

(e) Bylaws of Green Street Community Association recorded on July 18, 2008, and of record in Book 199, Pages 658-665 of the aforesaid land records;

(f) First Amendment of the Bylaws of Green Street Community Association dated January 21, 2011, and of record in Book 217, Pages 166-167 of the aforesaid land records;

(g) Second Amendment of the Bylaws of Green Street Community Association dated November ____, 2011, and of record in Book ____, Page ____ of the aforesaid land records;

(h) Restated and Amended Bylaws of Green Street Community Association dated _____, 2014, and of record in Book ____, Page ____ of the aforesaid land records;

(i) Town of Hinesburg Development Review Board Findings of Fact, Conclusions of Law and Order dated May 1, 2007, and October 18, 2011;

(j) Town of Hinesburg Development Review Board Findings of Fact, Conclusions of Law and Order dated _____, 2014;

(k) Wastewater System and Potable Water Supply Permit #WW-4-2670 dated January 31, 2007, and of record in Book 190, Pages 448-450 of the aforesaid land records;

(l) Wastewater System and Potable Water Supply Permit #WW-4-2670-__ dated _____, and of record in Book ____, Page ____ of the aforesaid land records, together with all amendments thereto;

(m) Land Use Permit #4C0854-1 dated June 1, 2007, and of record in Book 192, Pages 176-181 of the aforesaid land records;

(n) Land Use Permit #4C0854-__ dated _____, and of record in Book ____, Page ____ of the aforesaid land records, together with all amendments thereto;

- (o) Stormwater Discharge Permit #4323-9015 dated October 26, 2006, and of record in Book 199, Pages 688-690 of the aforesaid land records;
- (p) Offer of Irrevocable Dedication - Sewer Lines dated October 1, 2007, and of record in Book 194, Pages 631-635 of the aforesaid land records, as superceded and replaced by Offer of Irrevocable Dedication - Sewer Lines dated _____, 2015, and of record in Book _____, Page _____ of the aforesaid land records;
- (q) Offer of Irrevocable Dedication - Sidewalks dated October 1, 2007, and of record in Book 194, Pages 636-640 of the aforesaid land records;
- (r) Offer of Irrevocable Dedication - Pedestrian Path dated October 1, 2007, and of record in Book 194, Pages 626-630 of the aforesaid land records, as superceded and replaced by Offer of Irrevocable Dedication - Pedestrian Path dated _____, 2015, and of record in Book _____, Page _____ of the aforesaid land records;
- (s) Offer of Irrevocable Dedication - Water Lines dated October 1, 2007, and of record in Book 194, Pages 621-625 of the aforesaid land records;
- (t) A 20-foot-wide sewer easement as depicted on the aforesaid survey;
- (u) All easements, rights of way and restrictions as noted on the aforesaid survey.

Notice is given of the existence of preserved agricultural lands located in the vicinity of the lands described herein. Current or future agricultural operations on these lands may include, without limitation: plowing, planting, fertilizing; spraying; the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products; and the raising, feeding and management of livestock. Consistent with this notice, the lands are conveyed subject to a perpetual easement of any noise, odors, dust, and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on these nearby agricultural lands. Grantees, by the acceptance of this deed, waive any objection to impacts arising from accepted agricultural and best-management practices, and are further notified that existing agricultural activities which are consistent with accepted agricultural and best-management practices do not constitute a nuisance or a trespass.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

Robert S. Bast and Laura Carlsmith, as Trustees of the Laura Carlsmith Revocable Trust u/t/a dated August 11, 1999, and Leslie M. Rood and Roberta C. Rood join in this conveyance by quitclaim only for the purpose of releasing any right, title and interest in Lot 4 conveyed herein, together with all appurtenances thereto.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, THE SNYDER CONSTRUCTION COMPANY, and its successors and assigns, to their own use and behoof forever; and the said Grantor, GREEN STREET, LLC, for itself and its successors and assigns, does covenant with the said Grantee, THE SNYDER CONSTRUCTION COMPANY, LLC, and its successors heirs and assigns, that until the ensembling of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE except as aforesaid and except for easements and rights-of-way of record, if any, and except for taxes and municipal charges hereafter due and payable,

which have been prorated as of the date of closing, and which the Grantee accordingly assumes and agrees to pay; and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this ____ day of _____, 2015.

GREEN STREET, LLC

By: _____
Robert S. Bast, Manager and Duly
Authorized Agent

LAURA CARLSMITH REVOCABLE TRUST
U/T/A DATED AUGUST 11, 1999

By: _____
Laura Carlsmith, Trustee

By: _____
Robert S. Bast, Trustee

LESLIE M. ROOD

ROBERTA C. ROOD

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this ____ day of _____, 2015, personally appeared ROBERT S. BAST, MANAGER AND DULY AUTHORIZED AGENT OF GREEN STREET, LLC, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of GREEN STREET, LLC.

Before me: _____
NOTARY PUBLIC

My commission expires: 2/10/2019

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this ____ day of _____, 2015, personally appeared LAURA CARLSMITH and ROBERT S. BAST, as TRUSTEES OF THE LAURA CARLSMITH REVOCABLE TRUST U/T/A DATED AUGUST 11, 1999, who

acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed, and the free act and deed of the LAURA CARLSMITH REVOCABLE TRUST CREATED U/T/A DATED AUGUST 11, 1999.

Before me: _____
NOTARY PUBLIC

My commission expires: 2/10/2019

STATE OF VERMONT
_____ COUNTY, SS.

At _____, in said County, this ____ day of _____, 2015,
personally appeared LESLIE M. ROOD and ROBERTA C. ROOD, who acknowledged the
foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me: _____
NOTARY PUBLIC

My commission expires: 2/10/2019

THIRD AMENDED AND RESTATED

DECLARATION FOR

GREEN STREET COMMUNITY

This Third Amended and Restated Declaration for Green Street Community is dated as of _____, 2015. The entity signing this instrument is the Declarant.

Recitals

WHEREAS, by Declaration for Green Street Community dated July 16, 2008, and of record in Book 199, Pages 643-657 of the Town of Hinesburg Land Records, Green Street, LLC, created a planned community as described in the Declaration;

WHEREAS, by Amended and Restated Declaration for Green Street Community dated January 1, 2011, and of record in Book 217, Pages 148-165 of the Town of Hinesburg Land Records, the Declaration was amended and restated;

WHEREAS, by Second Amended and Restated Declaration for Green Street Community dated November 22, 2011, and of record in Book 222, Pages 85-103 of the Town of Hinesburg Land Records, the Declaration was amended and restated;

WHEREAS, pursuant to Section 11.01, the Declaration may be amended by the agreement of the owners of units to which at least seventy-five percent (75%) of the votes in the Community Association are allocated;

WHEREAS, all of the Owners of Units have agreed to further amend and restate the Declaration;

WHEREAS, Unit A2 (now known as Lot 7) was conveyed to Leslie M. Rood and Roberta C. Rood by Warranty Deed of Green Street, LLC, dated January 21, 2011, and of record in Book 217, Pages 172-174 of the Town of Hinesburg Land Records;

WHEREAS, Unit B2 (now known as Lot 6) was conveyed to Robert S. Bast and Laura Carlsmith, as Trustees of the Laura Carlsmith Revocable Trust u/t/a dated August 11, 1999, by Warranty Deed of Green Street, LLC, dated January 21, 2011, and of record in Book 217, Pages 169-171 of the Town of Hinesburg Land Records;

WHEREAS, Unit M (now known as Proposed Lot 15) was conveyed to Robert S. Bast and Laura Carlsmith, as Trustees of the Laura Carlsmith Revocable Trust u/t/a dated August 11, 1999, by Warranty Deed of Green Street, LLC, dated July 16, 2008, and of record in Book 199, Pages 667-670 of the Town of Hinesburg Land Records;

WHEREAS, the Declarant intends by this instrument to create a Planned Community in such lands and premises pursuant to 27A V.S.A. This instrument also sets forth the covenants, conditions, easements, charges, assessments, affirmative obligations and liens to be applicable to the Property.

Submission and Dedication

The Property, as described in Section 3.01, together with all easements, rights and appurtenances thereto, is submitted to common interest ownership, upon the terms, limitations, restrictions, covenants and conditions as set forth herein; all in furtherance of a common plan to enhance and perfect the value, desirability and enjoyment of the Property and the interest therein to be conveyed or reserved.

ARTICLE I

Definitions

Section 1.01. Definitions.

(a) The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (i) “Act” - the Vermont Uniform Common Interest Ownership Act, as amended from time to time.
- (ii) “Building and Lot Layout Plan” – the plan entitled, “Green Street, Hinesburg, VT, Landscaping Plan,” prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014.
- (iii) “Bylaws” - The By-Laws of Green Street Community Owners Association, incorporated herein by reference, as amended from time to time.
- (iv) “Common Elements” - the meaning given to Common Elements in the Act.
- (v) “Community Association” - Green Street Community Association, a Vermont unincorporated association, its successors and assigns.
- (vi) “Declarant” - Green Street, LLC, a Vermont limited liability company, and its successors and assigns.
- (vii) “Declaration” - this instrument, as it may be amended from time to time.
- (viii) “LaPlatte River Buffer Zone” - a 100-foot undisturbed, naturally vegetated buffer measured from the top of the bank depicted as “100' Wide Stream Buffer” on the Plat.
- (ix) “Limited Common Expense” - a Common Expense (or portion) which does not benefit all Lots and Units.
- (x) “Member” - each person subject to membership in this Community Association as set forth in Section 5.01.
- (xi) “Owner” - the holder of fee simple title to any Unit. Notwithstanding any applicable theory of mortgage law, “Owner” shall not mean or refer to a mortgagee or its successors or assigns, unless and until the mortgagee has acquired the title pursuant to foreclosure or by deed in lieu of foreclosure; nor shall “Owner” mean or refer to any tenant or lessee of an “Owner”; nor shall “Owner” mean or refer to any person holding title merely as security for the payment of a debt.
- (xii) “Plat” - the plat entitled, “Lands of Green Street, LLC & Robert S. Bast & Laura Carlsmith, Trustees of the Laura Carlsmith Revocable Trust, Route 116 & Charlotte Road, Hinesburg, Vermont”, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014, last revised September 26, 2014 (Sheets 1 of 2) and last revised October 24, 2014 (Sheet 2 of 2), and of record in Map Slide _____ of the Town of Hinesburg Land Records.
- (xiii) “Site Plan” - the site plan entitled, “Green Street, Hinesburg, VT, Overall Site Plan”, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated June 23, 2014.
- (xiv) “Property” - the lands and premises described in Section 3.01.

(xv) “Residential Use” or “Residential Occupancy” - the type of use and occupancy permitted by this Declaration, including use and occupancy as a primary or secondary home (but not including transient or time-sharing housing) and rental apartments. Home occupations permitted under the Hinesburg Zoning Regulations are expressly permitted.

(xvi) “Review Committee” - the committee described in Section 4.05.

(xvii) “Unit” – Being Lot 4, 6, 7, 8 and 9, the boundaries of which are generally identified on the Plat and in this Declaration.

(b) Each capitalized term used in this Declaration without definition shall have the meanings given or used in the act, except where the context otherwise requires.

ARTICLE II

Names; Designation; Location

Section 2.01. Names.

(a) The name of the Common Interest Community subject to this Declaration is “Green Street Community”.

(b) The name of the Community Association is “Green Street Community Association”.

Section 2.02. Designation. The Common Interest Community subject to this Declaration is a Planned Community as defined in the Act.

Section 2.03. Location. The Common Interest Community subject to this Declaration is located in the Town of Hinesburg, County of Chittenden, and State of Vermont.

ARTICLE III

Property

Section 3.01. Property. The real property which is subjected to this Declaration is as follows:

Being Lot 1 (Open Space, 8.72 Acres), Lot 4 (2.85 Acres), Lot 6 (0.14 Acres), Lot 7 (0.18 Acres), Lot 8 (0.08 Acres) and Lot 9 (0.09 Acres) as depicted on the Plat. Each Owner of Lots 4, 6, 7, 8 and 9 shall be responsible for the maintenance, repair and upkeep of their respective lots and for any Limited Common Elements appurtenant to his/her respective lot.

Section 3.02. Easements, Licenses, Reservations. Recorded easements which benefit and burden the Property are described in Schedule A appended hereto. There are no recorded licenses appurtenant to or included in the Property.

ARTICLE IV

Units; Boundaries

Section 4.01. Numbers of Units; Identification. The number of Units in the Common Interest Community is not more than five (5). Each Unit, and its identifying number, is depicted on the Site Plan.

Section 4.02. Boundaries. The perimetric boundaries of the Units are the lot lines depicted on the Plat; there are no horizontal boundaries.

Section 4.03. Limited Common Elements. The “Garden Area” as described in

Section 6.01(c) is a Limited Common Element available to the owners of Lots 6, 7, 8 and 9. As to the Limited Common Elements of the type referred to in:

(a) Section 2-102(2) of the Act, the Owner of the Unit to which the Limited Common Element is appurtenant shall be responsible for the ordinary maintenance, repair and replacement; and

(b) Section 2-102(4) of the Act, the Community Association shall be responsible for maintenance, replacement and repair of the Common Elements.

ARTICLE V

Allocated Interests; Governance, Assessments

Section 5.01. Membership. Every Owner is a Member of the Community Association. If a Unit is owned by more than one person, all of the co-owners shall have the benefits of membership in the Community Association, subject to such reasonable rules and restrictions as the Executive Board shall determine from time to time. The Membership rights of an Owner which is not a natural person may be exercised by any authorized officer, director, partner, trustee or manager.

Section 5.02. Votes in the Community Association. Votes in the Community Association shall be calculated as follows: once the Project is constructed, the Owners of Lots 6, 7, 8 and 9 shall each be entitled to twelve and one-half percent (12.5%) for a total of fifty percent (50%) of the total votes in the Association, and Lot 4 shall be entitled to fifty percent (50%) of the total votes in the Association.

Section 5.03. Common Expense Liability.

(a) The Common Element Expenses for Green Street will be as follows:

Portion of Green Street as Shown on Project Site Plan	Lots 6, 7, 8, and 9 Share	Lot 4 Share	Commercial Lot Share
Areas Fronting “Commercial Lot” (“ <u>Area A</u> ”)	3.7% each	81.5%	3.7%
Areas South of Building 23 on Green Street Village Apartments (“ <u>Area B</u> ”)	0%	100%	0%
Areas between Area A and Area B (“ <u>Area C</u> ”)	3.7% each	85.2%	0%

The Common Element Expenses for the stormwater system will be as follows:

Lots 6, 7, 8, and 9 Share	Lot 4 Share
3.7% each	85.2%

]

Each lot owner will be responsible for maintaining sidewalks and pedestrian walkways on their own respective lots. The Common Element Expenses for the Open Space areas and pedestrian walkways and sidewalks located in Common Areas as depicted on the Project Site Plan will be as follows:

Lots 6, 7, 8, and 9 Share	Lot 4 Share
3.7% each	85.2%

A parcel of land depicted on the Plat as (Lot 3, 1.00 Acres) is expressly excluded from this Declaration; however, the Owners of the Commercial Lot will make an annual contribution towards the maintenance and repair of the shared portions of Green Street as further described in Section 5.03. Declarant executes this Declaration, in part, to obligate itself and its successors and assigns, as the owner of the Commercial Lot, to the cost-sharing provisions set forth above for the Commercial Lot's share of such roadway expenses. Proposed Lot 15 (0.56 acres) and the barn located thereon are expressly excluded from this Declaration; however, as set forth below in Schedule A, Lot 15 is subject to a sidewalk easement for the benefit of the Unit Owners.

(b) Notwithstanding Subsection (a) hereof, any Limited Common Expense shall be assessed only against the Units benefitted.

Section 5.04. Governance.

(a) Except as otherwise provided in the Act or the Bylaws, the affairs and management of the Community Association shall be managed by its Executive Board. There shall be three (3) members of the Executive Board. Two (2) members of the Executive Board shall be appointed by the Owner of Lot 4.

(b) In addition to the powers given to Associations in the Act, the Community Association may assign its future income, including the right to receive periodic and special assessments for Common Expenses, only by affirmative vote at a meeting called for that purpose (or by written consent) of Unit Owners to which at least fifty-one percent (51%) of the votes in the Community Association are allocated. (Any consents transmitted electronically by a Unit Owner shall satisfy the requirement of a written consent.)

Section 5.05. Assessments; Procedures.

(a) Prior to each fiscal year and within sufficient time to satisfy the requirements of the Act, the Executive Board shall adopt a budget for the Community Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and other properties as to which it is the responsibility of the Community Association to maintain, repair and replace, and the costs of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, this Declaration or a resolution of the Community Association and which will be required to be paid during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, and reserved for general operations, contingencies and replacements. Such budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Community Association. Notwithstanding the foregoing, no special assessment or capital expense of more than One Thousand Dollars (\$1,000.00) per Unit per year may be made against Units 6, 7, 8 or 9 without the consent of the Owners of Units 6, 7, 8 or 9.

(b) The budget for the Association shall include a line item for the maintenance of the agricultural-meadow portion of Lot 1 to make this area available for agricultural operations. The initial budget (the "Initial Budget") shall include estimated costs to mow this area not less than once per year and the cost of harrowing the meadow. Any revenues generated by the Association from the agricultural operations shall belong to the Association and shall offset the Common Expenses of the Association.

(c) The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocated share of the Common Expenses as herein provided whenever the

same shall be determined and, in the absence of any annual budget or adjusted budget, the Owners shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

(d) Following adoption of the budget, the Executive Board shall comply with the provisions of the Act regarding preparation and delivery of a summary of the budget, and shall set a date for a meeting of the Members of the Community Association as required by the Act.

(e) Surplus funds of the Community Association, including income from any agricultural operations on Lot 1, shall be applied to defray Common Expense liability.

Section 5.06. Mis-use or Non-Compliance. An Owner is responsible for the expense of any maintenance, repair or replacement otherwise required to be undertaken by the Community Association which is rendered necessary by the act or neglect or omission of the Owner or any member of the Owner's family or any tenant or lessee, and their guests, employees and agents, but only to the extent that such expense is not met by the proceeds of insurance maintained by the Community Association.

ARTICLE VI

Common Elements

Section 6.01. Designation of Common Elements. The real estate which comprises the Common Elements as of the recording of this Declaration is as follows:

(a) the common portion of the right of way identified as Green Street on the Site Plan, but excluding the portion of Green Street located on Lot 4;

(b) the sidewalks, and pedestrian paths as depicted on the Plat and Site Plan including the sidewalk on adjacent Lot 15 and Lot 2, but excluding the sidewalks on Lot 4;

(c) the land identified as "Lot 1, Open Space, 8.73 Acres" as depicted on the Plat (the "Open Space"). The Open Space extends to the westerly bounds of the Property as depicted on the Plat. The Open Space (Lot 1 on the Plat) shall be used exclusively for ingress, egress, stormwater, recreational and/or agricultural purposes and shall not contain any structures or improvements other than as shown on the Site Plan or as described below. An area to the west of Lots 6, 7, 8 and 9, located between the southerly boundary line of Lot 3 and the northerly boundary line of Lot 4 and extending not more than 100' to the west of Green Street shall be as a Limited Common Element appurtenant to Lots 6, 7, 8 and 9 as a garden area (the "Garden Area"). The Garden Area shall be made available to the Owners of Lots 6, 7, 8 and 9 for their exclusive use to create garden areas. The Owners of Lots 6, 7, 8 and 9 may construct one or more garden sheds within the Garden Area. An additional garden area is located on Lot 4 for the benefit of the occupants of Lot 4 as shown on the Site Plan. In addition, a small portion of Lot 4 is labelled as "dedicated open space" on the Plat. This dedicated open space shall be treated in the same manner as the dedicated open space on Lot 1. The Declarant shall have the right to install drainage improvements on other portions of Lot 1 at Declarant's sole cost and expense, which are required to make the Garden Area available for gardening. The Open Space parcel is also subject to an easement in favor of Declarant for a solar array in the area depicted as "Sideline of Proposed 100' Wide Solar Tracker Easement to Green Street, LLC" as depicted on the Plat;

(d) the stormwater system as depicted on the Site Plan;

The Declarant shall convey to the Community Association, by Quitclaim Deed, any portion of the Common Elements not previously conveyed to the Community Association on or before expiration of the date referred to in Section 7.01.

The Community Association shall accept the Common Elements when so conveyed.

Section 6.02. Rights of Enjoyment in Common Elements. Subject to the provisions of this Declaration (including Section 7.01), the rules of the Community Association, and any fees or charges established by the Community Association:

(a) Every Owner and every guest and lessee of such Owner shall have a right of enjoyment in and to the Common Elements, subject to the Limited Common Element to garden and install drainage as set forth in Section 6.01(d).

(b) Except as otherwise provided herein, the portion of the Common Elements depicted as Open Space on the Site Plan shall be used only for pedestrian and equestrian passage, for gardening or other agricultural use approved by the Community Association, for non-motorized vehicular recreational uses (except as otherwise provided in (c) below) (including walking, bicycling, picnicking, camping, social gatherings of an Owner, and for conservation and wildlife protection), provided that such uses are consistent with the Vermont Wetland Rules or such other regulations or permits affecting the use of the Open Space. No hunting, trapping or the discharge of firearms shall be permitted thereon.

(c) Notwithstanding the foregoing, a corridor for snowmobile and other winter recreational use may be provided for the use of the Vermont Association of Snow Travelers (hereinafter "VAST") and its local representatives and other winter recreational users of the VAST Trail Network, under the responsibility of VAST. With the consent of the Board of Directors of the Community Association, the corridor may be relocated within the Common Land, but should begin and end at points convenient for connection to adjacent trail sections.

Section 6.03. Use. Each Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Owners. Use of the Common Elements shall be subject to the rules and regulations as shall be established from time to time by the Executive Board. In addition, each Owner shall also have a pedestrian easement over the sidewalks on Lot 4 to provide ingress and egress to the sidewalk on Lot 15 that provides access to Vermont Route 116 and to provide access to the pedestrian path on the Open Space as shown on the Site Plan and Plat.

Section 6.04. Upkeep. Maintenance, repair and replacement of the Common Elements shall be as provided for in this Declaration, the Bylaws and the Act. Each Owner shall afford to the Association and the other Owners, and to their agents or employees, access across his or her Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or any Unit through which access is taken, the individual causing such damage shall promptly repair it at such individual's sole expense.

Section 6.05. Common Expenses. The cost of maintaining the Common Elements shall be a common expense of the Community Association. Such expenses shall include snowplowing of the street and sidewalks, regular maintenance and repair of the street, sidewalks, street lights, stormwater infrastructure, and all other common elements.

Section 6.06. Declarant's Reserved Easements. There is hereby reserved to the Declarant and its successors and assigns blanket easements upon, across, above and under the Property (except for portions of the Property that have been sold to third parties), including the Common Elements, for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Property or any portion thereof including, but not limited to, gas, water, sewer, telephone and electricity, as well as stormwater drainage and other services such as, but not limited to, a master television and/or radio system, or cable television system. It shall be expressly permissible for the Declarant, the Association, or their designees, as the case may be, to install, repair, replace and maintain, or to authorize the installation, repairing, replacing and maintaining, of such wires, conduits, cables and other equipment related to the provision of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Executive Board shall have the right to grant such an easement.

For so long as Declarant owns any portion of the Property, Declarant also reserves for itself and its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Property for the benefit of Declarant, its successors and assigns, over,

under, in and/or on the Property (except for portions of the Property that have been sold to third parties), without obligation and without charge to Declarant, for the purpose of completing the project, including the construction, installation, development, sale, lease, maintenance, repair, replacement, use and enjoyment of the Units on the Property and/or otherwise dealing with the Property.

ARTICLE VII

Special Declarant Rights

Section 7.01. Special Declarant Rights. The following Special Declarant Rights are reserved in this Declaration; if not exercised prior to the earlier of the 12th year anniversary of the recording of this Third Amended Declaration in the Town of Hinesburg Land Records or the sale of all Lots by Declarant, these Special Declarant Rights shall terminate:

- (a) to complete improvements shown on the Plat or Site Plan or described in any Public Offering Statement required to be delivered pursuant to the Act;
- (b) to maintain, anywhere within the Property (except for portions of the Property that have been sold to third parties), sales offices, management offices and models in any Unit and/or on the Common Elements, and to remove any of the foregoing located on the Common Elements;
- (c) to maintain advertising signs on the Common Elements as permitted by the Act;
- (d) to use easements through the Common Elements for the purposes of making improvements within the Property (except for portions of the Property that have been sold to third parties) for the benefit of the Property or real estate outside of the Property (such reservation not to be construed as a limitation on the rights granted to the Declarant in Section 2-116(c) of the Act);
- (e) to use, grant and reserve easements and rights of way through, under, over and across the Property (except for portions of the Property that have been sold to third parties) for the benefit of the Property or real estate outside the Property for the installation, maintenance, inspection, repair and replacement of lines and appurtenances for public or private sewer, water, drainage, gas, electricity, telephone and other utilities such as, but not limited to, a master television antennae systems, cable television system or security system. If damage is caused by the Declarant in the exercise of the easement and rights granted by this Section, it shall promptly repair such damage to the condition existing prior thereto;
- (f) to construct and maintain on the Property (except for portions of the Property that have been sold to third parties) temporary buildings, structures and vehicles used for construction and administration purposes for use in connection with the construction of improvements at or for the benefit of the Property; and
- (g) to appoint or remove any officer of the Community Association or any member of the Executive Board during the period of Declaration Control referred to in Section 7.02; provided, however, that upon the sale of Lot 4, at least two (2) members of the Executive Board shall be appointed by the Owner of Lot 4.

Section 7.02. Declarant Control. There shall be a period of Declarant Control of the Community Association during which the Declarant, or persons designated by the Declarant, may appoint or remove the officers and members of the Executive Board, subject to the provisions of Sections 5.04(a) and 7.01(g). The period of Declarant Control shall terminate on the earliest of the dates and events specified in Section 3-103(d) of the Act.

ARTICLE VIII

General Restrictions; Reservations

Section 8.01. Generally.

(a) As to the Units:

(i) Each Unit shall be used, improved and devoted primarily for Residential use and Residential Occupancy. Other uses may be undertaken so long as such use does not unreasonably interfere with the use or enjoyment of other Units or the Common Elements; (the lease or the rental of any Unit for Residential Use or Residential Occupancy purposes shall not be considered to be carrying on of a trade or business). The Declarant reserves the right to rent or lease an unsold Unit prior to sale. Home occupations permitted under the Hinesburg Zoning Regulations are expressly permitted. Notwithstanding the foregoing, Lot 4 has received permits and approvals for the construction, use and occupancy of 23 apartments as shown on the Site Plan, which are intended to be owned by a single owner and each apartment is intended to be rented to third parties (the "Lot 4 Apartment Project"). The construction, use and occupancy of the Lot 4 Apartment Project as rental housing is a permitted use under this Declaration.

(ii) No structure of a temporary character, and no trailer, tent, shack, barn, shed or outbuilding shall be placed, continued or maintained on the Property, either temporarily or permanently, except as approved under Section 8.02.

(iii) Every trailer, motor home, camper, boat or similar vehicle or equipment shall be kept or parked only in an enclosed garage or in locations designated from time to time by the Executive Board.

(iv) No exterior satellite dishes in excess of one and one-half (1.5) feet in diameter (measured diagonally at their widest dimension) and mast antennas exceeding twelve (12) feet in height above the ground shall be placed, continued or maintained on the Property; and, to the greatest extent permitted by applicable law, all exterior satellite dishes and antennas shall be placed so as not to be visible from Green Street, Vermont Route 116 or the Charlotte Road, so-called.

(v) Each Owner shall keep his or her Units and all improvements therein or thereon (including the elevated walkway (deck)) in good order and repair including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(vi) No personal property shall be displayed from any Unit if for sale unless bearing a sign to that effect; no garage sale, lawn sale or similar sale shall occur by a Unit Owner more frequently than one (1) day each year.

(vii) The Board of Directors of Green Street Community Association shall have the right to enforce the obligations of the Unit Owners under this Section 8.01(a)(i)-(vii) and shall have all of the rights and remedies set forth in the Bylaws.

Section 8.02. Architectural Control.

(a) In order to preserve and ensure the values and appearance of the Property, a Review Committee shall administer and perform the design review and control functions described in this Section. The Review Committee shall have three (3) members; provided, however, that two (2) members shall be appointed by the Owner of Lot 4. Until the expiration of the period of Declarant Control referred to in Section 7.02, the Declarant shall appoint the members, subject to the provisions set forth above for Lot 4; thereafter, the Community Association shall elect the members of the Review Committee; provided that at all times two (2) members shall be appointed by the Owner of Lot 4.

(b) No exterior construction, alteration, addition or erection of any nature whatsoever, including (without limitation) excavations and alterations to grade, shall be commenced or placed on the Property, except as is approved pursuant to this Section. No exterior construction, addition, erection or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and appearance shall have been submitted in writing to and approved by the Review Committee or its designee. The Review Committee or its designee may promulgate written guidelines for use in the exercise of its review. Notwithstanding the foregoing, the Lot 4 Apartment Project depicted on the Site Plan has been approved by the Review Committee and no additional approval shall be required. In addition, no approval shall be required for the construction of a home on Lot 8 or Lot 9 as long as such homes are consistent with the general design, materials and color scheme of the existing homes on Lot 6 and Lot 7.

(c) The Review Committee or its designee shall be the sole arbiter of such plans and specifications and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction, addition, erection or alteration in violation of this Section. The Review Committee may, in passing upon plans and specifications, consider the compatibility of a proposed construction, addition, erection or alteration with adjacent or neighboring structures and the materials of which it is to be constructed.

(d) In the event that the Review Committee or its designee fails to approve or disapprove such design or location within sixty (60) days after complete plans and specifications therefor have been submitted to it, approval shall not be required and this Section shall be deemed to have been complied with.

(e) Any member of the Review Committee or its representatives shall have the right, during reasonable times, to enter any Unit to inspect any Unit and improvements thereon for the purposes of ascertaining whether or not this Declaration has been or is being complied with, such individuals and persons shall not be deemed guilty of trespass by reason of any such entry.

Section 8.03. Restrictions on Alienation; Resale.

(a) There are no restrictions in this Declaration on alienation of Units (except that an Owner may not sell, convey, hypothecate or encumber his or her membership in the Community Association separate from the Unit to which it is appurtenant).

(b) There are no restrictions in this Declaration on the amount for which a Unit may be sold or the amount that may be received on sale of the Unit, condemnation of the Unit, casualty loss to the Unit or the Planned Community, or termination of the Planned Community.

Section 8.04. Animals.

(a) No animals, except domesticated common household pets, shall be raised, bred or kept in a Unit or at the Property, unless approved by the Community Association. No household pet shall be kept, bred or maintained for any commercial purposes. The Owner of a Unit shall be responsible for the proper behavior of pets and shall be liable for any injury caused by same.

(b) Animals commonly kept for agricultural or recreational purposes may be permitted by the Community Association if it determines that the needs of the animals can be met without diminishing the active needs or reasonable concerns of other Unit Owners. Such permission may be for periods of time, may be renewable, and may be changed with reasonable notice as the needs of the Community Association and its members change.

Section 8.05. Permits and Approvals.

(a) The activities of the Community Association shall conform to all conditions

and provisions of Land Use Permit #4C0854-1 dated June 1, 2007 and of record in Book 191, Pages 176-181 of the Town of Hinesburg Land Records, and any amendments thereto, including the following:

(i) The Common Elements shall be maintained with regard to plantings pursuant to the original plans and specifications incorporated in the Land Use Permit;

(ii) Water-saving devices installed in the improvements on the Property, including aerator faucets, low-flow shower heads and low-flush toilets, shall not be removed, unless replaced with devices meeting the requirements of the Land Use Permit.

(b) The Community Association shall conform to all conditions and provisions of Discharge Permit #4323-9015 dated October 6, 2006 and recorded in Book ____, Pages _____ of the aforementioned land records, and any amendments thereto, including the obligations to inspect and report and to maintain the stormwater system. The stormwater discharge system shall be maintained as required by the Permit and all reports required under the Permit shall be filed in compliance therewith. The Community Association shall allocate annually a sufficient sum to cover the costs of complying with the Permit.

(c) The Community Association shall conform to all conditions and provisions of the following:

(i) Wastewater System and Potable Water Supply Permit WW-4-2760 dated January 31, 2007 and of record in Book 190, Pages 448-450 of the Town of Hinesburg Land Records and all amendments thereto.

(ii) Public Building Permit #PB-4-0903 dated April 10, 1984 and of record in Book 176, Page 629 of the aforesaid land records.

(iii) Public Water Supply System Permit to Construct WSID #5070 PIN #EJ06-0283 dated January 19, 2007 of record in Book 199, Pages 685-687 of the aforesaid land records.

(iv) The Findings of Fact, Conclusions and Orders of the Hinesburg Development Review Board dated May 1, 2007, and May 4, 2010.

(v) Offer of Irrevocable Dedication - Sewer Lines dated October 1, 2007, and of record in Book 194, Pages 631-635 of the Town of Hinesburg Land Records.

(vi) Offer of Irrevocable Dedication - Sidewalks dated October 1, 2007, and of record in Book 194, Pages 636-640 of the Town of Hinesburg Land Records.

(vii) Offer of Irrevocable Dedication - Pedestrian Path dated October 1, 2007, and of record in Book 194, Pages 626-630 of the Town of Hinesburg Land Records.

(viii) Offer of Irrevocable Dedication - Water Lines dated October 1, 2007, and of record in Book 194, Pages 621-625 of the Town of Hinesburg Land Records.

(ix) All easements and rights of way of record.

Section 8.06. LaPlatte River Buffer Zone. The Community Association shall cause to be maintained a 100-foot undisturbed, naturally vegetated buffer measured from the top of the LaPlatte River as depicted on the Plat. Generally, "undisturbed" means no construction; no earth-moving activities; no storage of materials; no tree, shrub or ground cover removal, including gardening; and no mowing. Any activity in the buffer that is inconsistent with undisturbed, naturally vegetated conditions, such as the creation or maintenance of walking paths, requires development of a Riparian Management Plan (see Agency of Natural Resources' December 2005 Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers); the plan shall be submitted to the District Commission and Agency of Natural Resources for review and approval.

Section 8.07. Preserved Agricultural Land. The area depicted as “agricultural land to be preserved in perpetuity” on a plan entitled, “Soil Type Area Coverage Map”, prepared by Bast & Rood Architects (Drawing No. L.1.2), dated July 18, 2006, last revised September 22, 2006, shall be used solely and exclusively to establish, re-establish, maintain and use the land in accordance with best agricultural practices.

Section 8.08. Dispute Resolution. The Executive Board shall adopt, from time to time, rules requiring disputes between Owners and the Executive Board, and between two (2) or more Owners regarding the Planned Community, be submitted to nonbinding alternative dispute resolution in the manner described in the rules as a prerequisite to commencement of a judicial proceeding.

ARTICLE IX

Insurance

Section 9.01. Coverage. To the extent reasonably available, the Community Association shall obtain and maintain insurance coverage of the following type and in the following amounts; if such coverage is not reasonably available and the Executive Board determines that any such coverage will not be maintained, it shall give notice thereof to all Owners; the Executive Board and its members and any managing agent shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurers or if such coverage is available only at unreasonable cost:

(a) property insurance:

(i) in an amount equal to ninety percent (90%) of replacement cost of Common Element improvements at the time of purchase of the insurance and at each renewal (less reasonable deductibles);

(ii) covering the Common Elements and any real estate that will become a Common Element;

(iii) affording protection against “all risks” of direct physical loss commonly insured against; and

(iv) providing, among other provisions, that (A) the insurer waives its right to subrogation under the policy against any Owner or member of his or her immediate family; (B) no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Community Association, will void the policy or be a condition to recovery under the policy; (C) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Community Association’s policy provides primary insurance; (D) any loss shall be adjusted with the Association; (E) insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose and, in the absence of such designation, to the Association, in either case to be held in trust for each Owner and his or her mortgagee, to the extent that any Lot or Unit is affected by the loss and provided that no other insurance coverage is available for same; (F) the insurer will not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Community Association, each Owner and each mortgagee to whom a certificate or memorandum of insurance has been issued; and (G) the name of the insured shall be substantially as follows: “Green Street Community Association.”

(b) liability insurance, including medical payments insurance:

(i) as to the liability insurance, in an amount to be determined by the Executive Board but in no event less than \$2,000,000 aggregate covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements; and as to the medical payments insurance, in an amount not less than \$5,000 per occurrence;

(ii) providing, among other provisions, that (A) each Owner is an insured person under the policy to the extent of liability, if arising out of his or her interest in the Community Association or its ownership of the Common Elements; (B) the insurer waives its right to subrogation under the policy against any Owner or member of his or her immediate family; (C) no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Community Association, will void the policy or be a condition to recovery under the policy; (D) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Community Association's policy provides primary insurance; and (E) the insurer will not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Community Association, each Owner and each mortgagee to whom a certificate or memorandum of insurance has been issued.

(c) workers' compensation insurance, to the extent deemed appropriate by the Executive Board to meet the requirements of the laws of the State of Vermont.

(d) directors' and officers' liability insurance, to the extent deemed appropriate by the Executive Board and if available, in such amounts as the Executive Board determines.

(e) such other insurance which the Executive Board considers appropriate to protect the Community Association, the Owners, including casualty insurance on Lots and Units if the Executive Board determines at any time to do so, and fidelity insurance for the directors, officers, employees and others.

Section 9.02. Premiums. Insurance premiums shall be a Common Expense of the Community Association.

Section 9.03. Payment of Deductible Amounts. In the event that an insured loss occurs and the cause is attributable to the act or neglect of an Owner (or an Owner's family, tenants, lessees, agents, invitees or licensees), then the deductible shall be paid by the Owner and, if not paid, shall be treated as if a Limited Common Expense.

Section 9.04. Insurance Obtained by Owners. Each Owner shall, at the Owner's expense, obtain and maintain such other insurance as the Owner determines, including insurance for personal liability and for loss of the Unit due to fire or other perils. **THE ASSOCIATION DOES NOT INSURE THE UNITS.**

ARTICLE X

Reserved Development Rights

Section 10.01. Transfer of Development Rights. Pursuant to Section 3-104 of the Act, all development rights reserved herein may be transferred, in whole or in part, at once or from time to time, to any successor or assign of the Declarant.

ARTICLE XI

Amendments; Termination of Planned Community

Section 11.01. Generally.

(a) This Declaration may be amended or terminated only by vote or agreement of the Owners of Units to which at least seventy-five percent (75%) of the votes in the Community Association are allocated. Every amendment shall be prepared, executed, recorded and certified by the Community Association and shall be effective only when recorded in the Land Records of the Town of Hinesburg.

(b) No amendment which changes the boundaries of any Unit or which alters the Allocated Interests of a Unit shall be valid unless the same has been signed or consented to by all Owners so affected.

(c) Notwithstanding the foregoing, this Declaration may be amended by the Declarant, without the consent of any other Owner (i) prior to the sale by the Declarant of seventy-five percent (75%) of the maximum number of Units, (ii) to correct obvious errors, or (iii) in order to comply with any provision of law or; and any such amendment, upon execution and certification by Declarant and recording by the Hinesburg Town Clerk, shall be effective upon recording. Notwithstanding the foregoing, after the sale of Lot 4 to a third party, no amendment may be made to this Declaration without the consent of the Owner of Lot 4.

(d) In the event of termination, Unit Owners shall own the Common Elements in fee simple, as tenants in common, in proportion to their Common Expense liability.

Section 11.02. Statutory Compliance. No amendment which alters this Declaration in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be valid.

ARTICLE XII

Miscellaneous Provisions

Section 12.01. Invalidity. If any provision of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provision, and to this end the provisions of this Declaration are severable.

Section 12.02. Headings. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 12.03. Incorporation by Reference. Any Exhibits and Schedules hereto are a part of this Declaration and the contents thereof are incorporated herein by reference.

Section 12.04. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, if to an Owner, to the address of the Owner as provided to the Community Association, and, if to the Community Association, at the Community Association's principal office.

Section 12.05. Successors. The provisions of this Declaration shall be binding upon all parties have or acquiring any right, title or interest in the Property or any part thereof and shall be for the benefit of each Owner and his or her heirs, successors and assigns.

Section 12.06. Occupants Bound. All provisions of the Declaration and of any use restrictions and rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot or Unit.

IN WITNESS WHEREOF, the Declarant has signed this Declaration.

GREEN STREET, LLC

By: _____
Robert S. Bast, Managing Member and
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, this _____ day of _____, 2015, personally appeared
ROBERT S. BAST, Managing Member of GREEN STREET, LLC, and he acknowledged
this instrument by him signed and sealed, to be his free act and deed, and the free act and deed
of GREEN STREET, LLC.

NOTARY PUBLIC

My commission expires: 2/10/2019

CONSENT TO AMENDMENT OF DECLARATION

We, ROBERT S. BAST and LAURA CARLSMITH, TRUSTEES OF THE LAURA CARLSMITH REVOCABLE TRUST U/T/A DATED AUGUST 11, 1999, hereby consent to the Third Amended and Restated Declaration for Green Street Community.

LAURA CARLSMITH REVOCABLE
TRUST U/T/A DATED AUGUST 11,
1999

DATED: _____, 2015

By: _____
ROBERT S. BAST, Trustee

By: _____
LAURA CARLSMITH, Trustee

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg this _____ day of _____, 2015, personally appeared ROBERT S. BAST, TRUSTEE OF THE LAURA CARLSMITH REVOCABLE TRUST U/T/A DATED AUGUST 11, 1999, and he acknowledged this instrument by him signed and sealed, to be his free act and deed, and the free act and deed of the LAURA CARLSMITH REVOCABLE TRUST.

NOTARY PUBLIC

My commission expires: 2/10/2019

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg this _____ day of _____, 2015, personally appeared LAURA CARLSMITH, TRUSTEE OF THE LAURA CARLSMITH REVOCABLE TRUST U/T/A DATED AUGUST 11, 1999, and she acknowledged this instrument by her signed and sealed, to be her free act and deed, and the free act and deed of the LAURA CARLSMITH REVOCABLE TRUST.

NOTARY PUBLIC

My commission expires: 2/10/2019

CONSENT TO AMENDMENT OF DECLARATION

We, LESLIE M. ROOD and ROBERTA C. ROOD, hereby consent to the Third Amended and Restated Declaration for Green Street Community.

DATED: _____, 2015

LESLIE M. ROOD

ROBERTA C. ROOD

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____ this ____ day of _____, 2015, personally appeared LESLIE M. ROOD, and he acknowledged this instrument by him signed and sealed, to be his free act and deed.

NOTARY PUBLIC

My commission expires: 2/10/2019

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____ this ____ day of _____, 2015, personally appeared ROBERTA C. ROOD, and she acknowledged this instrument by her signed and sealed, to be her free act and deed.

NOTARY PUBLIC

My commission expires: 2/10/2019

SCHEDULE A

Easements Burdening/Benefitting Units

1. Each Unit Owner shall have an unrestricted right and easement in common with others for utilities and for pedestrian and vehicle access over, under and through the common portions of Green Street until such time, if ever, that it is accepted by the Town of Hinesburg as a public street.
2. Each Unit shall have an unrestricted right and easement, in common with others, for pedestrian use of the sidewalks over the common portions of Green Street and over the sidewalks on Lot 4 to provide access to the sidewalk on Lot 15 that accesses Vermont Route 116 and to access the pedestrian path on the Open Space.
3. Each Unit shall be subject to and benefitted by easements for the shared use of the sewer and water lines as depicted on the Plat and Site Plan until such time, if ever, that such water or sewer lines are accepted by the Town of Hinesburg.
4. The public shall have the right of pedestrian access only over Green Street and the sidewalks.
5. By instrument dated March 19, 1984, and of record in Book 52, Page 264 of the Town of Hinesburg Land Records, Andrew E. Devost and Kathy S. Devost conveyed a utility easement over and across the subject premises to Green Mountain Power Corporation.
6. By Quit Claim Deed dated May 30, 2005, and of record in Book 180, Pages 334-335 of the Town of Hinesburg Land Records, Green Street, LLC, conveyed a sewer pipeline easement to Alan Norris and Nancy Norris.
7. Each Unit Owner shall have the non-exclusive right of pedestrian passage over and across a strip of land leading from the sidewalk between Lot 15 and Lot 2 (formerly Units 13 and 14 and formerly Units H1 and H2) as depicted on the Site Plan and proceeding in a generally easterly direction to Vermont Route 116, all as set forth in an Easement Deed of Robert S. Bast and Laura Carlsmith as Trustees of the Laura Carlsmith Revocable Trust u/t/a August 11, 1999, July 16, 2008 and of record in Book 199, Page 681 of the Town of Hinesburg Land Records.
8. A non-exclusive easement and right of way for ingress and egress over and across Green Street for the benefit of the Commercial Lot on the condition that the Commercial Lot pays its pro rata share of the expenses of maintaining, repairing, plowing, etc. of Green Street.
9. The right of the Commercial Lot to connect to utilities located on the Common Elements on the condition that any land disturbed in connection with such use shall be returned to the condition which existed prior to such disturbance as soon as reasonably practical thereafter.
10. The public shall have the right of ingress and egress over and across the area depicted as "25' Wide Walking Path – VAST Trail Easement" and "25' Wide Walking Path Easement" on the Site Plan.
11. Notice is given of the existence of preserved agricultural lands located in the vicinity of the lands described herein. Current or future agricultural operations on these lands may include, without limitation: plowing, planting, fertilizing; spraying; the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products; and the raising, feeding and management of livestock. Consistent with this notice, the lands described herein are subject to a perpetual easement of any noise, odors, dust, and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on these nearby agricultural lands. Each lot and unit owner waives any objection to impacts arising from accepted agricultural and best-management practices, and is further notified that existing

agricultural activities which are consistent with accepted agricultural and best-management practices do not constitute a nuisance or a trespass.