

SECOND AMENDMENT TO THE  
NOTCH BROOK III  
SECOND AMENDED AND RESTATED  
PROTECTIVE COVENANTS, CONDITIONS, RIGHTS, AND RESTRICTIONS

NOW COMES Notch Brook III Property Owners Association, Inc. and hereby amends the Notch Brook III Second Amended and Restated Protective Covenants, Conditions, Rights, and Restrictions recorded in Book 768, Page 328 of the Town of Stowe Land Records, as follows:

Section 25.2(b) is amended by adding the underlined language and removing the stricken language:

(b) The waiver must be issued by the Board of Directors in writing and shall be subject to such conditions as the Board of Directors ~~shall deem~~ necessary or advisable. Furthermore, notice of the Board of Directors' issuance of the proposed waiver must be forwarded to the owners of all Lots by ~~first class mail~~, in the manner prescribed by Section 27 below. If, within fourteen (14) days of delivery of such notice, four or more of the Lots object in writing to the waiver in accordance with the specific provisions of the written notice to the owners, then the waiver shall not be granted, notwithstanding approval by the Board of Directors as provided hereinbefore.

Section 27 is added as follows:

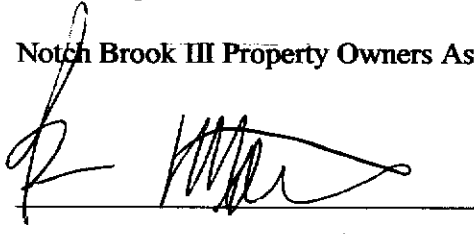
27. Actions, Notices, Waivers, etc. Any action, approval, waiver, consent, notice, communication, or delivery required or permitted to be given under these Protective Covenants must be: (i) given in writing, and (ii) personally delivered, mailed by prepaid certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the person or party to whom such notice or communication is directed. Any such action, approval, waiver, consent, notice, or communication shall be deemed to have been given on the day such notice or communication is personally delivered, three (3) days after such notice or communication is mailed, or the day such notice or communication is faxed or sent electronically.

The Association shall maintain a list of current contact information and the preferred method of receiving notices and other communications from the Association for the owner of each Lot. The owner of each Lot shall promptly notify the Association of any change to such contact information or preferred method of receiving notices and other communications from the Association. The Association shall be entitled to rely on the deemed-given dates set forth above so long as any notice or other communication given by the Association to a Lot owner was provided to the address (whether physical or electronic) on file with the Association and via the Lot owner's preferred method of receiving such notices or other communications.

All other terms and provisions of the Notch Brook III Second Amended and Restated Protective Covenants, Conditions, Rights, and Restrictions, as heretofore amended, shall remain in full force and effect subject to this Second Amendment. The under-signed President of the Notch Brook III Property Owners Association, Inc. confirms that the written consent to this amendment of not less than thirteen (13) of the nineteen (19) lot owners has been obtained as required by Section 25.2(a) of the Notch Brook III Second Amended and Restated Protective Covenants, Conditions, Rights, and Restrictions and evidence thereof is in the files of the Association.

Dated at Stowe, Vermont, this 2 day of September, 2021

Notch Brook III Property Owners Association, Inc.



President and Duly Authorized Agent

STATE OF VERMONT )  
COUNTY OF LAMOILLE ) SS.

At Stowe, Vermont, this 2 day of September, 2021, personally appeared Brian Mullin, President and Duly Authorized Agent of Notch Brook III Property Owners Association, Inc. and he acknowledged this instrument, by him subscribed, to be his free act and deed and that of Notch Brook III Property Owners Association, Inc.

SEAL

Before me   
Notary Public

My commission expires: 1/31/23

License No. 157.0003425

Received for Record at Stowe, VT  
On 09/02/2021 at 02:30:00 PM  
Attest: Lisa A Walker, Town Clerk & Treasurer

