

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
MOUNTAINSIDE CONDOMINIUM PHASE I

This Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I is made and executed in the Town of Stowe, County of Lamoille, and State of Vermont, this 21st day of February, 2024, by Mountainside Resort at Stowe Owners Association, Inc., a Vermont non-profit corporation, hereinafter called the “Declarant”, for itself, its successors, grantees, and assigns, pursuant to the Vermont Common Interest Ownership Act (Title 27A Vermont Statutes Annotated).

WITNESSETH:

WHEREAS, Mountainside Condominium Phase I exists by virtue of the Amended and Restated Declaration of Mountainside Condominium Phase I dated October 24, 2014 and recorded at Book 904, Page 23 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Declaration”) and is governed by the Mountainside Resort at Stowe Owners Association, Inc. pursuant to the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc. dated October 24, 2014 and recorded at Book 904, Page 134 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Bylaws”);

WHEREAS, Section XXV of the Declaration provides that the provisions of the Declaration may be amended upon recording of an instrument certifying that such amendment has been approved by a vote of seventy-five percent (75%) of the total vote of the affected Owners; and

WHEREAS, at a Special Meeting of Mountainside Resort at Stowe Owners Association, Inc. held in Stowe, Vermont on February 20, 2024 record Owners holding at least seventy-five percent (75%) of the total vote of the affected Owners voted to approve and ratify this Second Amendment to the Amended and Restated Declaration of Mountainside Condominium Phase I.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Amended and Restated Declaration of Mountainside Condominium Phase I, shall be amended as set forth in this Second Amendment hereto:

A. Revocation of First Amendment to Amended and Restated Declaration:

The Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I, II, III, and IV and the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc. dated September 21, 2023 and recorded at Book 1207, Page 69 of the Town of Stowe Land Records, and re-recorded at Book 1213, Page 139, including the Articles of Timeshare Termination and Withdrawal for Mountainside Condominiums attached thereto and recorded therewith, are hereby revoked and rescinded and shall be of no further force or effect.

B. Section II(P) is amended by adding the following at its current end:

“...(the Association shall be deemed an Owner or Unit Owner to the extent it holds a fee ownership interest in any Unit or Unit Week in the Property).”

C. Section IV(F) is deleted in its entirety.

D. The first full paragraph of Section VII(D), starting with the words “Prior to any” and ending with the words “in such proceeding”, is deleted in its entirety and the following is substituted therefore:

“D. Prior to any Meeting of the Association of Owners, the Owners of Units committed to Interval Ownership may request a vote to terminate Interval Ownership in the condominium properties. To do so, such Owners shall, not less than ten (10) days prior to the Meeting, submit a petition signed by 33% of the Voting Members of Units committed to Interval Ownership to the Board of Directors requesting such question be added to the agenda and ballot of the Meeting. A quorum for such vote shall be a majority in person or by proxy of the total outstanding votes of all Owners of Units committed to Interval Ownership, by and through their Voting Members. If a quorum is not represented at such meeting no vote shall be taken and the petition rendered null and

void. Termination of Interval Ownership shall require the vote of 67% of the total outstanding votes of all Units committed to Interval Ownership, by and through their Voting Members. All votes attributable to Units committed to Interval Ownership which are not cast at such meeting, including abstentions, shall be counted as votes against termination of Interval Ownership. If Interval Ownership is terminated, the Owners of Units committed to Interval Ownership shall become tenants in common, and the Board of Directors shall be appointed Trustee for the purpose of selling the Units previously committed to Interval Ownership and distributing the proceeds from such sales to the Unit Week Owners according to a Termination Plan approved by the Unit Week Owners concurrently with their vote to terminate Interval Ownership. The powers of the Board of Directors in its capacity as Trustee shall include:

- i. All powers necessary to carry out the disposition of the Units for the benefit of the Unit Week Owners, including but not limited to the signing of contracts, deeds, tax forms and tax returns, liens, lien releases, statements, and related documents required or reasonably necessary in connection with such sales, and the distribution of proceeds pursuant to the terms of the approved Termination Plan.
- ii. Collect debts and settle accounts of Unit Week Owners in connection with such sales.
- iii. Employ agents, attorneys, and other professionals to assist with the sale process.
- iv. Defend suits and sue in the name of the Association for all sums due and owing to or relating to the sale process.
- v. Perform acts necessary to maintain or repair Units or the Limited Interval Common Elements prior to such sales.
- vi. Collect and receive rent, profits, fees, and insurance proceeds.
- vii. Pay all costs associated with the disposition and termination process.
- viii. In addition to such other rights of indemnification as they may have as Directors, the members of the Board of Directors of the Association shall be indemnified by the Association against the reasonable expenses, including attorney's fees actually and necessarily incurred, in connection with the

defense of any action, suit or proceeding (or in connection with any appeal thereof), to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the duties undertaken as Trustee and against all amounts paid by them in settlement thereof or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding for gross negligence or gross misconduct in the performance of his or her duties.

In the event the Association fails to complete the sale process according to the Termination Plan within three years of the Unit Week Owners' vote to terminate Interval Ownership, notwithstanding any provisions to the contrary herein, any Owner of a Unit Week-to pursue such claims and recover such amounts as may be available to them at law or in equity. In the event that the Association is determined to have failed to proceed diligently to complete the Unit sale according to the approved Termination Plan, it shall be liable to such Unit Week Owner for court costs involved in such proceeding.

E. Certification of Necessary Approvals.

The undersigned, Niall Brennan, President of the Mountainside Resort at Stowe Owners Association, Inc., does hereby certify that this Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I has been approved by record Owners holding at least seventy-five (75) percent of the total vote of affected Owners hereunder, proof of which is on file at the principal office of the Mountainside Resort at Stowe Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has executed this instrument this.

By: MOUNTAINSIDE RESORT AT STOWE OWNERS ASSOCIATION, INC.

Niall Brennan

Niall Brennan, President and Duly Authorized Agent

STATE OF Georgia) SS.
COUNTY OF De Kalb)

On this 21st day of February, 2024, personally appeared Niall Brennan, President and duly authorized agent of the Mountainside Resort at Stowe Owners Association, Inc., and he acknowledged this instrument by him signed, to be his free act and deed and that of the Mountainside Resort at Stowe Owners Association, Inc.

Before me, Avetta L Epps

Avetta L Epps

Notary Public

My Commission Expires: _____

Avetta L Epps

NOTARY PUBLIC

Douglas County, GEORGIA

My Commission Expires 07/27/2027

Stowe, VT. Record Received

2-22-24 at 4:15 M
Town Clerk

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF MOUNTAINSIDE CONDOMINIUM PHASE II

This Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase II is made and executed in the Town of Stowe, County of Lamoille, and State of Vermont, this 21st day of February, 2024, by Mountainside Resort at Stowe Owners Association, Inc., a Vermont non-profit corporation, hereinafter called the “Declarant”, for itself, its successors, grantees, and assigns, pursuant to the Vermont Common Interest Ownership Act (Title 27A Vermont Statutes Annotated).

WITNESSETH:

WHEREAS, Mountainside Condominium Phase II exists by virtue of the Amended and Restated Declaration of Mountainside Condominium Phase II dated October 24, 2014 and recorded at Book 904, Page 51 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Declaration”) and is governed by the Mountainside Resort at Stowe Owners Association, Inc., pursuant to the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc., dated October 24, 2014 and recorded at Book 904, Page 134 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Bylaws”);

WHEREAS, Section XXV of the Declaration provides that the provisions of the Declaration may be amended upon recording of an instrument certifying that such amendment has been approved by a vote of seventy-five percent (75%) of the total vote of the affected Owners; and

WHEREAS, at a Special Meeting of Mountainside Resort at Stowe Owners Association, Inc. held in Stowe, Vermont on February 20, 2024 record Owners holding at least seventy-five percent (75%) of the total vote of the affected Owners voted to approve and ratify this Second Amendment to the Amended and Restated Declaration of Mountainside Condominium Phase II.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Amended and Restated Declaration of Mountainside Condominium Phase II, shall be amended as set forth in this Second Amendment hereto:

A. Revocation of First Amendment to Amended and Restated Declaration:

The Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I, II, III, and IV and the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc. dated September 21, 2023 and recorded at Book 1207, Page 69 of the Town of Stowe Land Records, and re-recorded at Book 1213, Page 139, including the Articles of Timeshare Termination and Withdrawal for Mountainside Condominiums attached thereto and recorded therewith, are hereby revoked and rescinded and shall be of no further force or effect.

B. Section II(P) is amended by adding the following at its current end:

“... (the Association shall be deemed an Owner or Unit Owner to the extent it holds a fee ownership interest in any Unit or Unit Week in the Property).”

C. Section IV(F) is deleted in its entirety.

D. The first full paragraph of Section VII(D), starting with the words “Prior to any” and ending with the words “in such proceeding”, is deleted in its entirety and the following is substituted therefore:

“D. Prior to any Meeting of the Association of Owners, the Owners of Units committed to Interval Ownership may request a vote to terminate Interval Ownership in the condominium properties. To do so, such Owners shall, not less than ten (10) days prior to the Meeting, submit a petition signed by 33% of the Voting Members of Units committed to Interval Ownership to the Board of Directors requesting such question be added to the agenda and ballot of the Meeting. A quorum for such vote shall be a majority in person or by proxy of the total outstanding votes of all Owners of Units committed to Interval Ownership, by and through their Voting Members. If a quorum is not represented at such meeting no vote shall be taken and the petition rendered null

and void. Termination of Interval Ownership shall require the vote of 67% of the total outstanding votes of all Units committed to Interval Ownership, by and through their Voting Members. All votes attributable to Units committed to Interval Ownership which are not cast at such meeting, including abstentions, shall be counted as votes against termination of Interval Ownership. If Interval Ownership is terminated, the Owners of Units committed to Interval Ownership shall become tenants in common, and the Board of Directors shall be appointed Trustee for the purpose of selling the Units previously committed to Interval Ownership and distributing the proceeds from such sales to the Unit Week Owners according to a Termination Plan approved by the Unit Week Owners concurrently with their vote to terminate Interval Ownership. The powers of the Board of Directors in its capacity as Trustee shall include:

- i. All powers necessary to carry out the disposition of the Units for the benefit of the Unit Week Owners, including but not limited to the signing of contracts, deeds, tax forms and tax returns, liens, lien releases, statements, and related documents required or reasonably necessary in connection with such sales, and the distribution of proceeds pursuant to the terms of the approved Termination Plan.
- ii. Collect debts and settle accounts of Unit Week Owners in connection with such sales.
- iii. Employ agents, attorneys, and other professionals to assist with the sale process.
- iv. Defend suits and sue in the name of the Association for all sums due and owing to or relating to the sale process.
- v. Perform acts necessary to maintain or repair Units or the Limited Interval Common Elements prior to such sales.
- vi. Collect and receive rent, profits, fees, and insurance proceeds.
- vii. Pay all costs associated with the disposition and termination process.
- viii. In addition to such other rights of indemnification as they may have as Directors, the members of the Board of Directors of the Association shall be indemnified by the Association against the reasonable expenses, including attorney's fees actually and necessarily incurred, in connection

with the defense of any action, suit or proceeding (or in connection with any appeal thereof), to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the duties undertaken as Trustee and against all amounts paid by them in settlement thereof or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding for gross negligence or gross misconduct in the performance of his or her duties.

In the event the Association fails to complete the sale process according to the Termination Plan within three years of the Unit Week Owners' vote to terminate Interval Ownership, notwithstanding any provisions to the contrary herein, any Owner of a Unit Week-to pursue such claims and recover such amounts as may be available to them at law or in equity. In the event that the Association is determined to have failed to proceed diligently to complete the Unit sale according to the approved Termination Plan, it shall be liable to such Unit Week Owner for court costs involved in such proceeding.

E. Certification of Necessary Approvals.

The undersigned, Niall Brennan, President of the Mountainside Resort at Stowe Owners Association, Inc., does hereby certify that this Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase II has been approved by record Owners holding at least seventy-five (75) percent of the total vote of affected Owners hereunder, proof of which is on file at the principal office of the Mountainside Resort at Stowe Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has executed this instrument this.

By: MOUNTAINSIDE RESORT AT STOWE OWNERS ASSOCIATION, INC.

[Handwritten signature of Niall Brennan]

Niall Brennan, President and Duly Authorized Agent

STATE OF Georgia) SS.
COUNTY OF DeKalb)

On this 21st day of February, 2024, personally appeared Niall Brennan, President and duly authorized agent of the Mountainside Resort at Stowe Owners Association, Inc., and he acknowledged this instrument by him signed, to be his free act and deed and that of the Mountainside Resort at Stowe Owners Association, Inc.

Before me, Avetta L. Epps

[Handwritten signature of Avetta L. Epps]

Notary Public

My Commission Expires: _____

Avetta L Epps

NOTARY PUBLIC

Douglas County, GEORGIA

My Commission Expires 07/27/2027

Stowe, VT. Record Received

2.22.24 at 4:20 M

Town Clerk

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
MOUNTAINSIDE CONDOMINIUM PHASE III

This Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase III is made and executed in the Town of Stowe, County of Lamoille, and State of Vermont, this 21st day of February, 2024, by Mountainside Resort at Stowe Owners Association, Inc., a Vermont non-profit corporation, hereinafter called the “Declarant”, for itself, its successors, grantees, and assigns, pursuant to the Vermont Common Interest Ownership Act (Title 27A Vermont Statutes Annotated).

WITNESSETH:

WHEREAS, Mountainside Condominium Phase III exists by virtue of the Amended and Restated Declaration of Mountainside Condominium Phase III dated October 24, 2014, and recorded at Book 904, Page 80 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Declaration”) and is governed by the Mountainside Resort at Stowe Owners Association, Inc., pursuant to the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc., dated October 24, 2014 and recorded at Book 904, Page 134 of the Town of Stowe Land Records and recorded on March 5, 2015 (hereinafter “Bylaws”);

WHEREAS, Section XXV of the Declaration provides that the provisions of the Declaration may be amended upon recording of an instrument certifying that such amendment has been approved by a vote of seventy-five percent (75%) of the total vote of the affected Owners; and

WHEREAS, at a Special Meeting of Mountainside Resort at Stowe Owners Association, Inc. held in Stowe, Vermont on February 20, 2024, record Owners holding at least seventy-five percent (75%) of the total vote of the affected Owners voted to approve and ratify this Second Amendment to the Amended and Restated Declaration of Mountainside Condominium Phase III.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Amended and Restated Declaration of Mountainside Condominium Phase III, shall be amended as set forth in this Second Amendment thereto:

A. Revocation of First Amendment to Amended and Restated Declaration:

The Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I, II, III, and IV and the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc. dated September 21, 2023 and recorded at Book 1207, Page 69 of the Town of Stowe Land Records, and re-recorded at Book 1213, Page 139, including the Articles of Timeshare Termination and Withdrawal for Mountainside Condominiums attached thereto and recorded therewith, are hereby revoked and rescinded and shall be of no further force or effect.

B. Section II(P) is amended by adding the following at its current end:

“... (the Association shall be deemed an Owner or Unit Owner to the extent it holds a fee ownership interest in any Unit or Unit Week in the Property).”

C. Section IV(F) is deleted in its entirety.

D. The first full paragraph of Section VII(D), starting with the words “Prior to any” and ending with the words “in such proceeding”, is deleted in its entirety and the following is substituted therefore:

“D. Prior to any Meeting of the Association of Owners, the Owners of Units committed to Interval Ownership may request a vote to terminate Interval Ownership in the condominium properties. To do so, such Owners shall, not less than ten (10) days prior to the Meeting, submit a petition signed by 33% of the Voting Members of Units committed to Interval Ownership to the Board of Directors requesting such question be added to the agenda and ballot of the Meeting. A quorum for such vote shall be a majority in person or by proxy of the total outstanding votes of all Owners of Units committed to Interval Ownership, by and through their Voting Members. If a quorum is not represented at such meeting no vote shall be taken and the petition rendered null

and void. Termination of Interval Ownership shall require the vote of 67% of the total outstanding votes of all Units committed to Interval Ownership, by and through their Voting Members. All votes attributable to Units committed to Interval Ownership which are not cast at such meeting, including abstentions, shall be counted as votes against termination of Interval Ownership. If Interval Ownership is terminated, the Owners of Units committed to Interval Ownership shall become tenants in common, and the Board of Directors shall be appointed Trustee for the purpose of selling the Units previously committed to Interval Ownership and distributing the proceeds from such sales to the Unit Week Owners according to a Termination Plan approved by the Unit Week Owners concurrently with their vote to terminate Interval Ownership. The powers of the Board of Directors in its capacity as Trustee shall include:

- i. All powers necessary to carry out the disposition of the Units for the benefit of the Unit Week Owners, including but not limited to the signing of contracts, deeds, tax forms and tax returns, liens, lien releases, statements, and related documents required or reasonably necessary in connection with such sales, and the distribution of proceeds pursuant to the terms of the approved Termination Plan.
- ii. Collect debts and settle accounts of Unit Week Owners in connection with such sales.
- iii. Employ agents, attorneys, and other professionals to assist with the sale process.
- iv. Defend suits and sue in the name of the Association for all sums due and owing to or relating to the sale process.
- v. Perform acts necessary to maintain or repair Units or the Limited Interval Common Elements prior to such sales.
- vi. Collect and receive rent, profits, fees, and insurance proceeds.
- vii. Pay all costs associated with the disposition and termination process.
- viii. In addition to such other rights of indemnification as they may have as Directors, the members of the Board of Directors of the Association shall be indemnified by the Association against the reasonable expenses, including attorney's fees actually and necessarily incurred, in connection

with the defense of any action, suit or proceeding (or in connection with any appeal thereof), to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the duties undertaken as Trustee and against all amounts paid by them in settlement thereof or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding for gross negligence or gross misconduct in the performance of his or her duties.

In the event the Association fails to complete the sale process according to the Termination Plan within three years of the Unit Week Owners' vote to terminate Interval Ownership, notwithstanding any provisions to the contrary herein, any Owner of a Unit Week-to pursue such claims and recover such amounts as may be available to them at law or in equity. In the event that the Association is determined to have failed to proceed diligently to complete the Unit sale according to the approved Termination Plan, it shall be liable to such Unit Week Owner for court costs involved in such proceeding.

E. Certification of Necessary Approvals.

The undersigned, Niall Brennan, President of the Mountainside Resort at Stowe Owners Association, Inc., does hereby certify that this Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase III has been approved by record Owners holding at least seventy-five (75) percent of the total vote of affected Owners hereunder, proof of which is on file at the principal office of the Mountainside Resort at Stowe Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has executed this instrument this.

By: MOUNTAINSIDE RESORT AT STOWE
OWNERS ASSOCIATION, INC.



Niall Brennan, President and Duly Authorized Agent

STATE OF Georgia) SS.
COUNTY OF DeKalb)

On this 21st day of February, 2024, personally appeared Niall Brennan, President and duly authorized agent of the Mountainside Resort at Stowe Owners Association, Inc., and he acknowledged this instrument by him signed, to be his free act and deed and that of the Mountainside Resort at Stowe Owners Association, Inc.

Before me, Avetta L Epps



Notary Public

My Commission Expires:

Avetta L Epps

NOTARY PUBLIC

Douglas County, GEORGIA

My Commission Expires 07/27/2027

Stowe, VT. Record Received

2-22-24 at 4:25 M

Town Clerk

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF MOUNTAINSIDE CONDOMINIUM PHASE IV

This Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase IV is made and executed in the Town of Stowe, County of Lamoille, and State of Vermont, this 21st day of February, 2024, by Mountainside Resort at Stowe Owners Association, Inc., a Vermont non-profit corporation, hereinafter called the “Declarant”, for itself, its successors, grantees, and assigns, pursuant to the Vermont Common Interest Ownership Act (Title 27A Vermont Statutes Annotated).

WITNESSETH:

WHEREAS, Mountainside Condominium Phase IV exists by virtue of the Amended and Restated Declaration of Mountainside Condominium Phase IV dated October 24, 2014 and recorded at Book 904, Page 109 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Declaration”) and is governed by the Mountainside Resort at Stowe Owners Association, Inc., pursuant to the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc., dated October 24, 2014 and recorded at Book 904, Page 134 of the Town of Stowe Land Records on March 5, 2015 (hereinafter “Bylaws”);

WHEREAS, Section XXVII of the Declaration provides that the provisions of the Declaration may be amended upon recording of an instrument certifying that such amendment has been approved by a vote of seventy-five percent (75%) of the total vote of the affected Owners; and

WHEREAS, at a Special Meeting of Mountainside Resort at Stowe Owners Association, Inc. held in Stowe, Vermont on February 20, 2024, record Owners holding at least seventy-five percent (75%) of the total vote of the affected Owners voted to approve and ratify this Second Amendment to the Amended and Restated Declaration of Mountainside Condominium Phase IV.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Amended and Restated Declaration of Mountainside Condominium Phase IV, shall be amended as set forth in this Second Amendment hereto:

A. Revocation of First Amendment to Amended and Restated Declaration:

The Amendment to Amended and Restated Declaration of Mountainside Condominium Phase I, II, III, and IV and the Amended and Restated Bylaws of Mountainside Resort at Stowe Owners Association, Inc. dated September 21, 2023 and recorded at Book 1207, Page 69 of the Town of Stowe Land Records, and re-recorded at Book 1213, Page 139, including the Articles of Timeshare Termination and Withdrawal for Mountainside Condominiums attached thereto and recorded therewith, are hereby revoked and rescinded and shall be of no further force or effect.

B. Section II(N) is amended by adding the following at its current end:

“...(the Association shall be deemed an Owner or Unit Owner to the extent it holds a fee ownership interest in any Unit or Unit Week in the Property).”

C. Section IV(F) is deleted in its entirety.

D. Certification of Necessary Approvals:

The undersigned, Niall Brennan, President of the Mountainside Resort at Stowe Owners Association, Inc., does hereby certify that this Second Amendment to Amended and Restated Declaration of Mountainside Condominium Phase IV has been approved by record Owners holding at least seventy-five (75) percent of the total vote of affected Owners hereunder, proof of which is on file at the principal office of the Mountainside Resort at Stowe Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has executed this instrument this.

By: MOUNTAINSIDE RESORT AT STOWE OWNERS ASSOCIATION, INC.

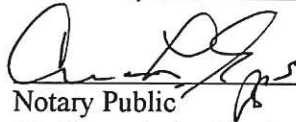


Niall Brennan, President and Duly Authorized Agent

STATE OF Georgia) SS.
COUNTY OF DeKalb)

On this 21st day of February, 2024, personally appeared Niall Brennan, President and duly authorized agent of the Mountainside Resort at Stowe Owners Association, Inc., and he acknowledged this instrument by him signed, to be his free act and deed and that of the Mountainside Resort at Stowe Owners Association, Inc.

Before me, Avetta L Epps



Notary Public

Avetta L Epps

NOTARY PUBLIC

My Commission Expires:

Douglas County, GEORGIA

My Commission Expires 07/27/2027

Stowe, VT. Record Received

2-22-24 at 4:30 M

Town Clerk