

TOWN OF CHARLOTTE

Planning & Zoning

P.O. Box 119

159 Ferry Road

Charlotte, VT 05445

Phone: 802-425-3533

Fax: 802-425-4241

E-Mail: Gloria@townofcharlotte.com

Receipt # \_\_\_\_\_ Application Fee \$500  Appeal Fee \$500 \_\_\_\_\_ Telecommunications Facilities Fee \$2,000 \_\_\_\_\_

Office Use Only #ZBA-15-10

Date Received:

Note: Decisions of the Zoning Board of Adjustment may be appealed to the Vermont Environmental Court within 30 days of the date of the Board's written decision. Zoning Permits will not be issued so as to become effective prior to the end of that appeal period.

Bienney@townofcharlotte.com Hearing Date: Oct 28, 2015

\*APPLICANT/REPRESENTATIVE (if different from owner)

Name MICHAEL & Rebecca ABBOTT Name \_\_\_\_\_

Address 24 Sydney Dr. Address \_\_\_\_\_  
ESSBX, VT 05452

Phone 802-238-5117 Phone \_\_\_\_\_

\*Representative must submit a letter from the owner of the property authorizing him/her to represent them for permits, hearings, etc.

Map 30 Block 15 Lot 1 Parcel ID #00034-0719 Thompsons Point Lot # 6

Property address 719 HILLS POINT ROAD

Zoning District SHORLAND Lot size 1 ACRE Lot frontage 150' % of Lot coverage (building) 38 (overall) 5.27 Building height 30'

Existing front yard setback 160' Existing side yard setbacks 1. 40' 2. 40' Existing rear yard setback 90'

This application references Zoning Bylaw section(s) SECTION 5.4

Plot Plan (a plot plan must be submitted showing the lot, existing structures and setbacks, easements, right-of-ways on or abutting the lot, septic primary and replacement areas, well, streams and any other information significant to this application) Submittals no larger than 11" x 17". All measurements must be accurate. ARCHITECT

Use attached sheet to list all abutting property owners. Include those across any street, private road or right-of-way.

Applicant will be required to notify adjoining property owners, by certified mail or certificate of service, after a hearing date has been set.

Submit (1) original and (5) copies of complete application.

Application is for: (please check all that apply)

Conditional Use:  Variance: \_\_\_\_\_ Thompson's Point Seasonal Dist: \_\_\_\_\_ Appeal: \_\_\_\_\_ Other: describe) \_\_\_\_\_

Describe your request: (When appropriate, make reference to attached documents, letters, photographs, etc.)

ATTACHED SUMMARY

APPLICATION MUST BE RECEIVED AT LEAST 23 DAYS PRIOR TO THE HEARING DATE. BE SURE TO COMPLETE ALL SECTIONS OF THE NECESSARY FORMS AND ATTACHMENTS. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Signature of applicant(s) Rebecca Abbott Michael Abbott Date SEPT 30, 2015

Renovation Plans for 719 Hills Point Road

- build a second story only on the existing footprint of the house. It will not exceed the height requirements of 30'

- extend the existing deck and enclosed patio, not to exceed the setback requirements.

- build an attached garage that will sit over the existing paved turnaround area on property. It will be approximately (sq feet) and not exceed the height requirement of 30'

\* Build a Second Floor Deck, over the proposed Deck extension. Will NOT encroach into 90' setback to lake.

Section 5.4 Conditional Use Review

(A) Applicability. Any use or structure requiring conditional use approval shall not be issued a zoning permit by the Zoning Administrator until the Board of Adjustment grants such approval in accordance with the Act [§4414(3)], and the following standards and procedures.

(B) Review Process. Upon determination that an application is complete, a public hearing will be warned in accordance with Section 9.9(C). In accordance with the Act [§4464(b)] and Section 9.9(E), the Board shall act to approve, approve with conditions, or disapprove on each matter of an application for conditional use review; and shall issue a written decision within 45 days of the date of the final public hearing to include findings, conditions of approval, and provisions for appeal to Environmental Court. Failure to act within the 45 day period shall be deemed approval, effective on the 46<sup>th</sup> day.

(C) General Standards. In accordance with the Act [§4414(3)], the Board shall determine that the proposed conditional use shall not result in an undue adverse effect on any of the following:

(1) The capacity of existing or planned community facilities and services. The Board shall consider the demand for community facilities and services that will result from the proposed development in relation to the existing and planned capacity of such services and facilities, and the adopted municipal capital budget and program currently in effect. The Board may request information or testimony from appropriate local officials to help evaluate potential project impacts on existing and proposed community facilities and services. Conditions may be imposed regarding the provision of services and facilities, and/or the timing and phasing of development in relation to anticipated municipal capital expenditures or improvements, to minimize any adverse impacts to community facilities and services.

N/A TYPICAL RESIDENCE

(2) Character of the area affected. The Board shall consider the design, location, scale, and intensity of the proposed development in relation to the character of adjoining and other properties likely to be affected by the proposed use. Conditions may be imposed as appropriate to ensure that the proposed development is compatible with the character of the area, as defined by zoning district purpose statements, and specifically stated policies and standards of the municipal plan. Conditions may be imposed as necessary to eliminate or mitigate adverse impacts, including but not limited to conditions on the design, scale, intensity or operation of the proposed use.

N/A TYPICAL RESIDENCE

(3) Traffic on roads and highways in the vicinity. The Board shall consider the potential impact of traffic generated by the proposed development on the capacity, safety, efficiency, and maintenance of roads, highways, intersections, and bridges in the vicinity. A traffic impact assessment may be required. Conditions may be imposed as necessary to ensure that a proposed development will not result in unsafe conditions for pedestrians or motorists, including but not limited to physical improvements on or off site, or the use of accepted traffic management strategies.

REMAINING SINGLE FAMILY HOME

NO INCREASE TO ~~THE~~ OCCUPANCY

- (4) Bylaws in effect. The Board shall determine whether the proposed development conforms to other municipal bylaws and ordinances currently in effect, including but not limited to road, water or wastewater ordinances. The Board shall not approve a proposed development that does not meet the requirements of other bylaws and ordinances in effect at the time of application.

TABLE 2.6

SECTION 5.4

- (5) The use of renewable energy resources. The Board will consider whether the proposed development will interfere with the sustainable use of renewable energy resources by either diminishing their future availability on the subject parcel, or by interfering with neighboring property owners' access to such resources (e.g., for solar or wind power). Conditions may be imposed as appropriate to ensure access to and the long-term availability of renewable energy resources.

N/A TYPICAL Residence

NO IMPACT

(D) Specific Review Standards. In addition to general standards under subsection 5.4(C), the Board may also consider the following and impose conditions as appropriate to reduce or mitigate the adverse impacts of a proposed development:

- (1) Conformance with the Town Plan. Whether applications conform to policies and objectives of the *Charlotte Town Plan*, and do not adversely affect significant natural, cultural or scenic features identified in the town plan, including natural areas, wildlife habitat, productive forests and farmland, surface waters, wetlands, water supplies and aquifers, historic sites, and scenic views or vistas in the vicinity of the proposed development.

CONFORMS TO TOWN Plan and  
LAKE SHORE PROTECTION ACT

- (2) Additional Restrictions. All conditional uses shall comply with the dimensional, density, siting and associated standards for the district(s) in which the use or development is located, including overlay districts, however the Board may require increased setbacks and buffers, or reduced lot coverage or densities of development to avoid or mitigate adverse impacts to adjoining properties or significant natural, cultural or scenic features in the vicinity of the site.

EXISTING NONCONFORMING BUILDING

SECTION 3.8

- (3) Performance Standards. The Board shall consider whether the proposed development will meet applicable performance standards under Section 3.1~~2~~, and may impose conditions on the installation, operation, storage or maintenance of devices or materials necessary to meet these standards. In determining appropriate performance standards, the Board may consult with state officials, and consider accepted industry standards. In addition, the Board may limit hours of operation so that the use shall be consistent with the character of the area. Evening or night operations shall be permitted only if noise levels, lighting and traffic will not unreasonably interfere with surrounding uses.

N/A TYPICAL Residence

(A) The following performance standards must be met and maintained for uses in all districts, except for agriculture and forestry, as measured at the property line. In determining compliance, the burden of proof shall fall on the applicant. The Town or a complainant shall be required to provide reasonable proof if challenging compliance after a permit has been issued. The Planning Commission or Board of Adjustment may require periodic reporting as a permit condition to confirm ongoing compliance. No use, under normal conditions, shall cause or result in:

- (1) noise in excess of 70 decibels, or which otherwise represents a significant increase in noise levels in the vicinity of the use so as to be incompatible with the surrounding area; or within the Commercial/ Light Industrial District, noise in excess of 75 decibels;

N/A TYPICAL Residence

- (2) clearly apparent vibration which, when transmitted through the ground, is discernable at property lines without the aid of instruments;

N/A TYPICAL Residence

- (3) smoke, dust, noxious gases, or other forms of air pollution which constitute a nuisance or threat to neighboring landowners, businesses or residents; which endanger or adversely affect public health, safety or welfare; which cause damage to property or vegetation; or which are offensive and uncharacteristic of the affected area;

N/A TYPICAL Residence

- (4) releases of heat, cold, moisture, mist, fog or condensation which are detrimental to neighboring properties and uses, or the public health, safety, and welfare;

N/A TYPICAL Residence

(5) electromagnetic disturbances or electronic transmissions or signals which will repeatedly and substantially interfere with the reception of radio, television, or other electronic signals, or which are otherwise detrimental to public health, safety and welfare, except from facilities which are specifically licensed and regulated through the Federal Communications Commission (FCC).

N/A TYPICAL Residence

(6) glare, lumen, light or reflection which constitutes a nuisance to other property owners or tenants, which impairs the vision of motor vehicle operators, or which is otherwise detrimental to public health safety and welfare;

OUTDOOR LIGHTING will be down shielded.

TYPICAL Residence

(7) liquid or solid waste or refuse which cannot be disposed of by available methods without undue burden to municipal or public disposal facilities, which pollutes surface or ground waters, or which is otherwise detrimental to public health, safety and welfare; or

N/A TYPICAL Residence

(8) undue fire, safety, explosive, radioactive emission or other hazard which endangers the public, public facilities, or neighboring properties, or which results in a significantly increased burden on municipal facilities and services.

N/A TYPICAL Residence

**Section 3.15 [section (G) on page 35] worksheet**

(G) **Lakeshore Buffers.** A vegetated buffer zone shall be maintained within 100 feet of the shoreline of Lake Champlain in order to minimize runoff and pollution, and to maintain bank stability and environmental quality. Within 100 feet of the shoreline, the following shall apply:

(1) There shall be no cutting or removal of trees or shrubs except with administrative review and approval by the Zoning Administrator; such review will determine whether the proposed cutting or removal is in conformance with any approved wildlife habitat plan or shoreland management plan.

We ARE STAYING WITHIN the  
Guidelines of the LAKE SHORE PROTECTION  
Act.

(2) Limited pruning of branches of trees and shrubs is allowed to maintain cleared openings or views legally in existence as of the effective date of these regulations. Such openings or views shall not be enlarged except as allowed herein.

We ARE STAYING WITHIN the  
Guidelines of the LAKE SHORE PROTECTION Act.

(3) Nothing in this section shall prohibit the cutting and removal of storm-damaged, diseased or dead trees which pose a hazard as determined by the Zoning Administrator.

We UNDERSTAND the REGULATIONS  
of the LAKE SHORE PROTECTION Act.

(4) There shall be no dredging, draining or filling of land along the shoreline, or in wetland areas, and no cutting or removal of wetland vegetation shall be permitted, except in conformance with a shoreland management plan approved by the Board of Adjustment.

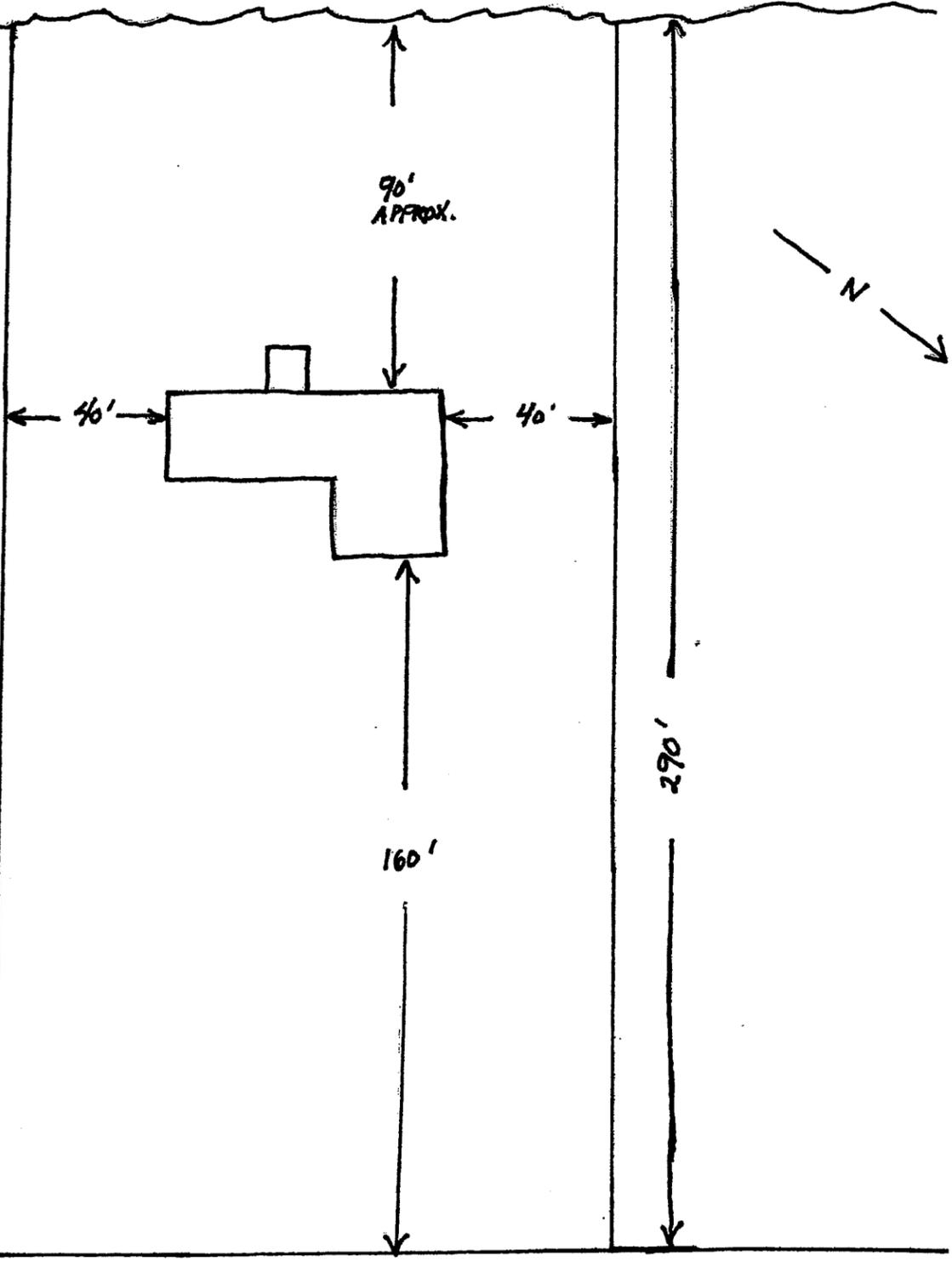
N/A -

TL

LAKE CHAMPLAIN



MEAN WATER LEVEL



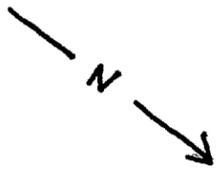
90'  
APPROX.

40'

40'

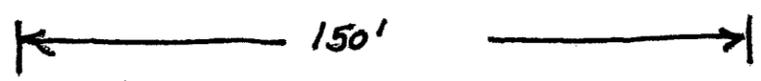
160'

290'

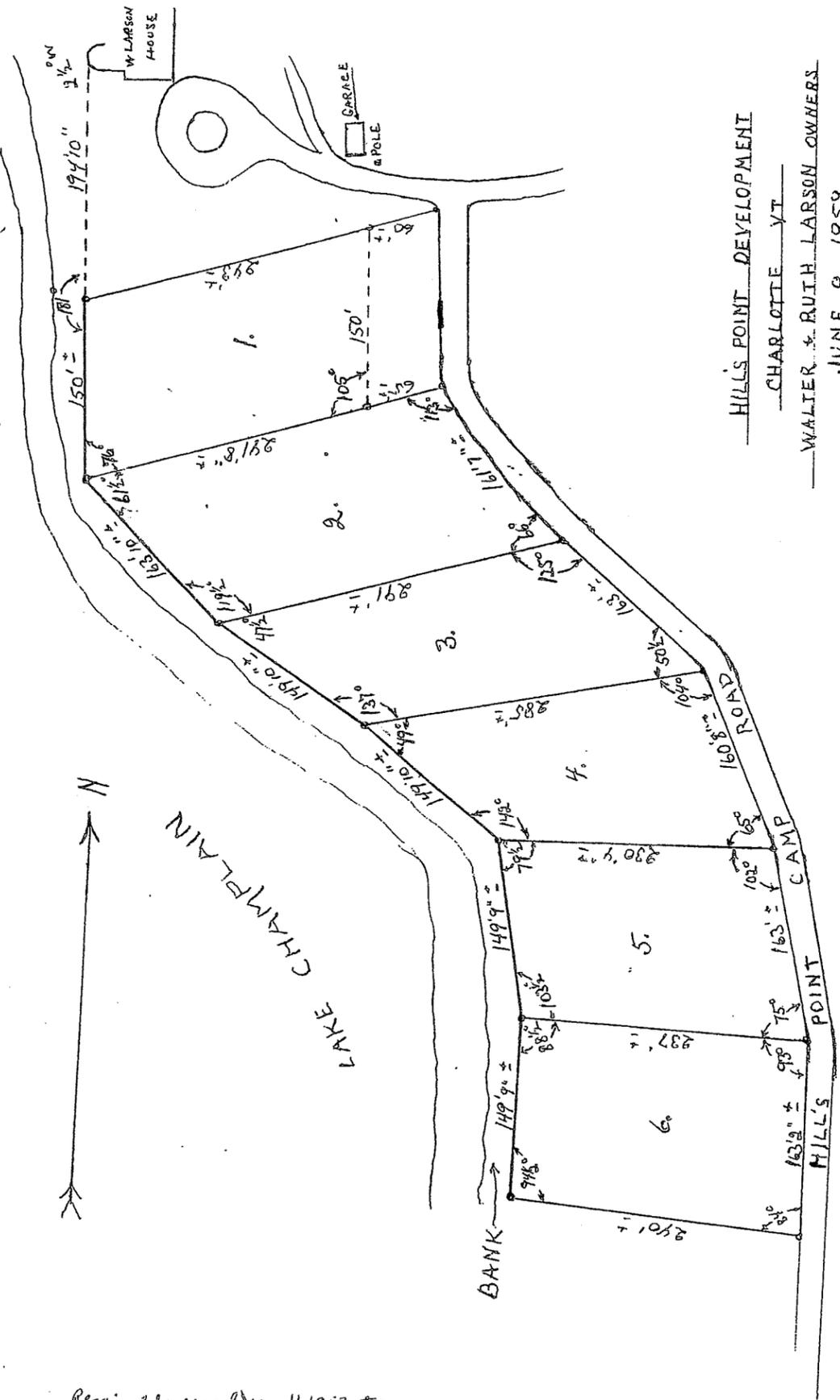


LOT PLAN FOR  
9 HILLS POINT RD.  
HARLOTTE, VT

OHN J. WINTON



HILLS POINT RD



HILLS POINT DEVELOPMENT

CHARLOTTE VT

WALTER & RUTH LARSON OWNERS

JUNE 9, 1959

SCALE 1"=80'

Received for record June 11, 1959 at 8:30 a.m.  
 & recorded.  
 attest, Mary Waller, Town Clerk.

Information available from Town Lister and Tax Map.

Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	Gregory Smith Hills Point Rd 724 _____ _____ Parcel # Map 30 Block 50 Lot 04	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	David Cohen 775 Hills Point Rd _____ _____ Parcel # Map 30 Block 50 Lot 05	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	George Luhr 701 Hills Point Rd _____ _____ Parcel # Map 30 Block 50 Lot 07	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____
Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____	Name Address _____ _____ Parcel # Map _____ Block _____ Lot _____	_____ _____ Parcel # Map _____ Block _____ Lot _____

**RECEIVED**

OCT 01 2015

CHARLOTTE  
PLANNING & ZONING

# SKETCH/AREA TABLE ADDENDUM

Parcel No 00034-0719

Property Address 719 Hills Point Road

City Charlotte

State VT

Zip

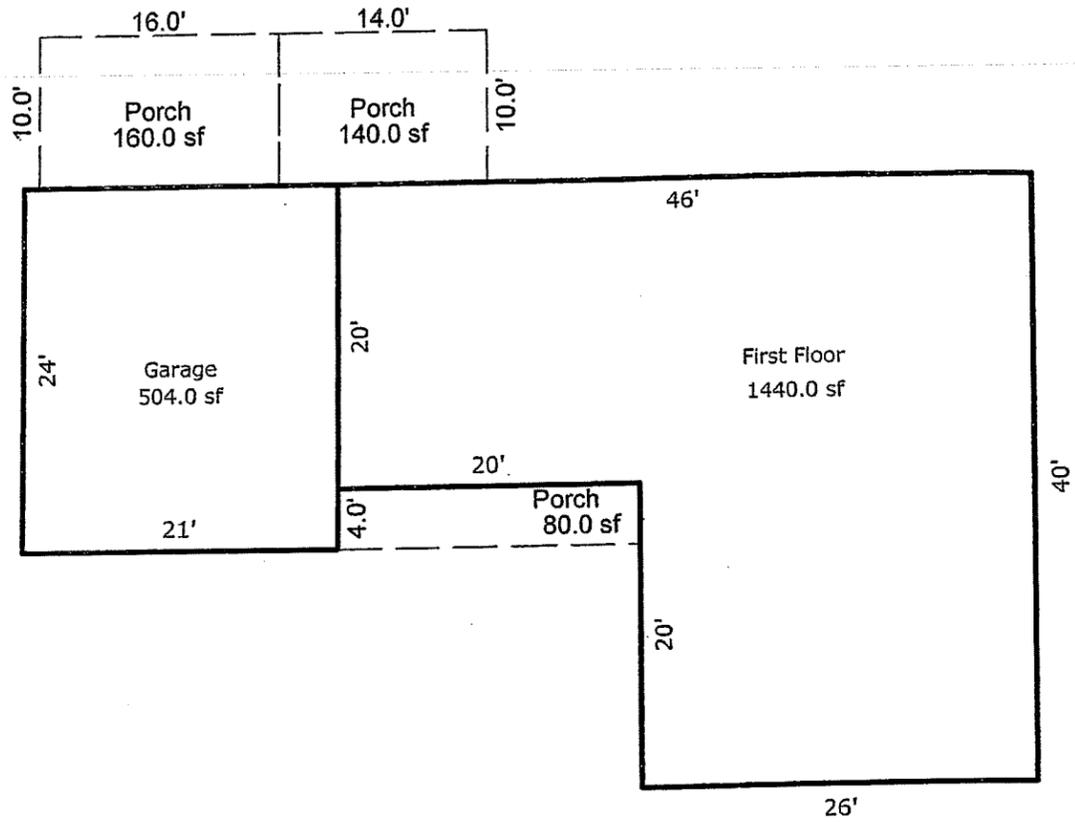
Owner

Client

Appraiser Name

SUBJECT

IMPROVEMENTS SKETCH

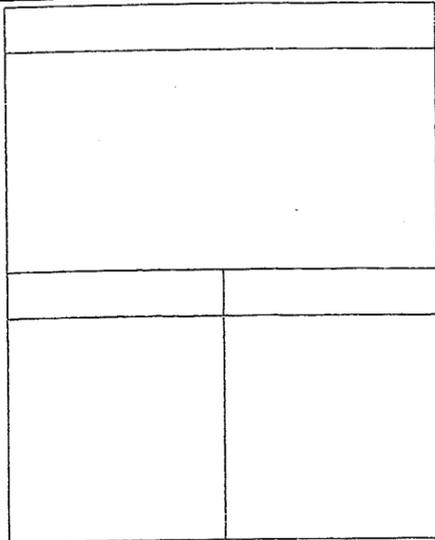


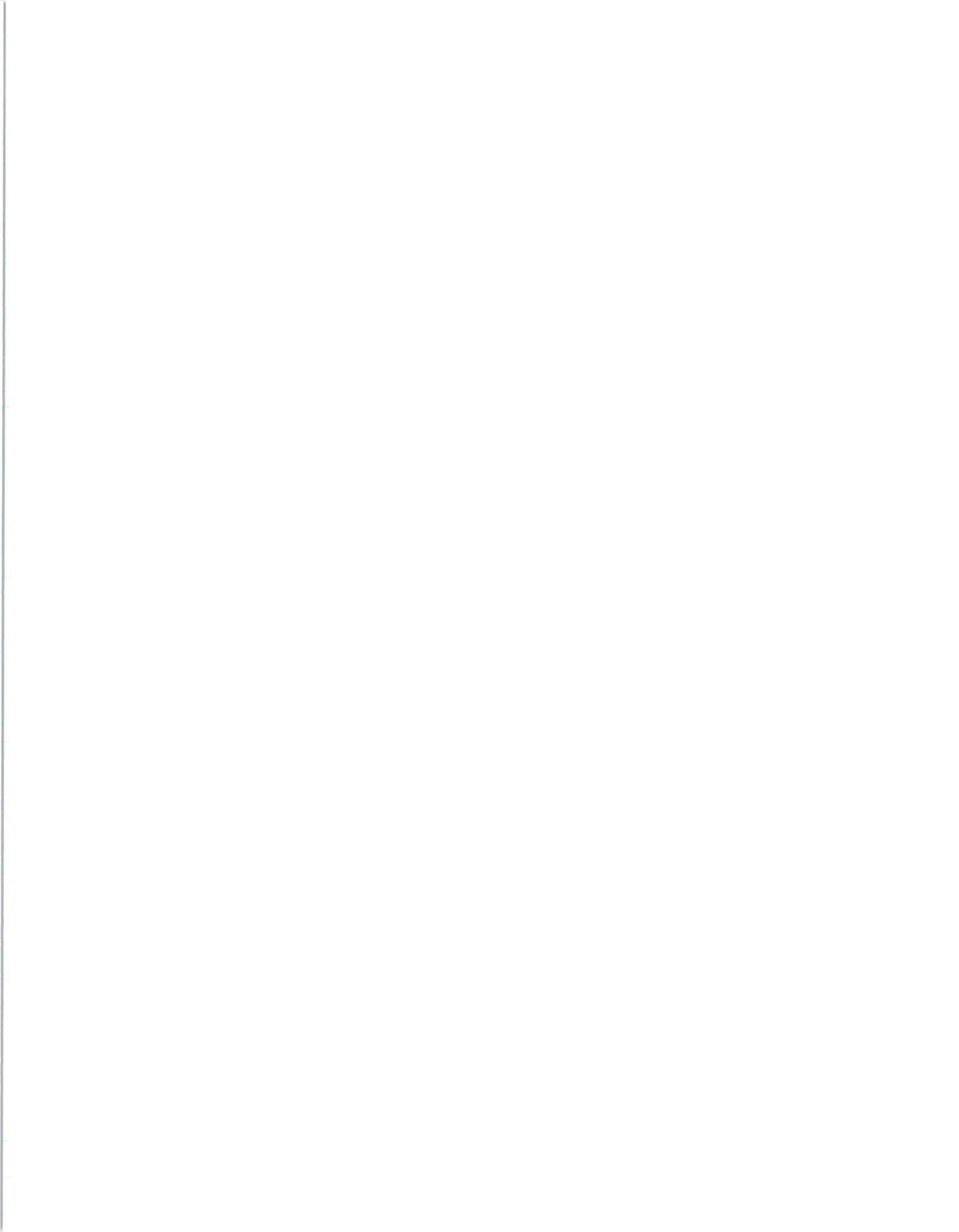
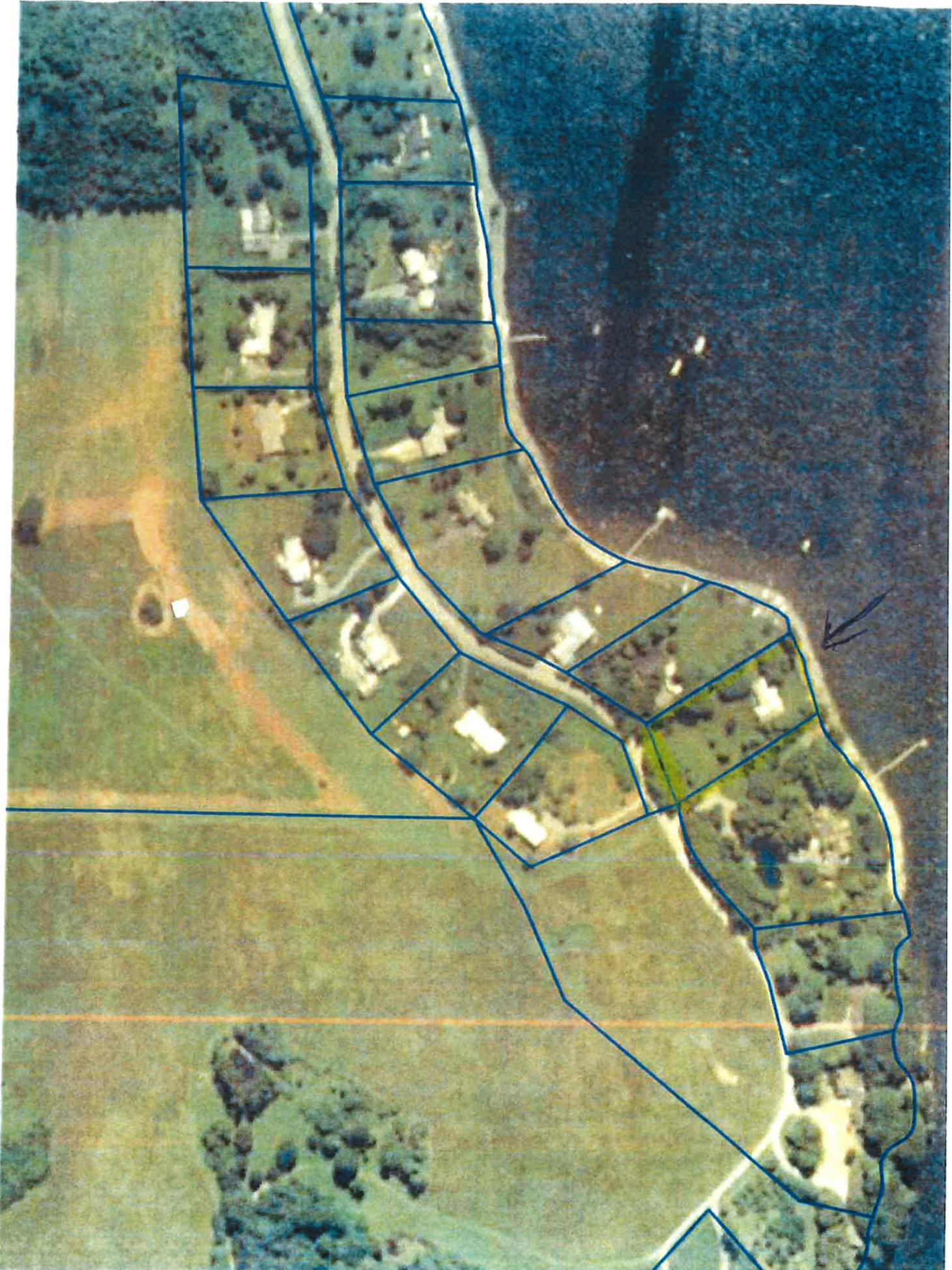
Scale: 1 = 12

AREA CALCULATIONS

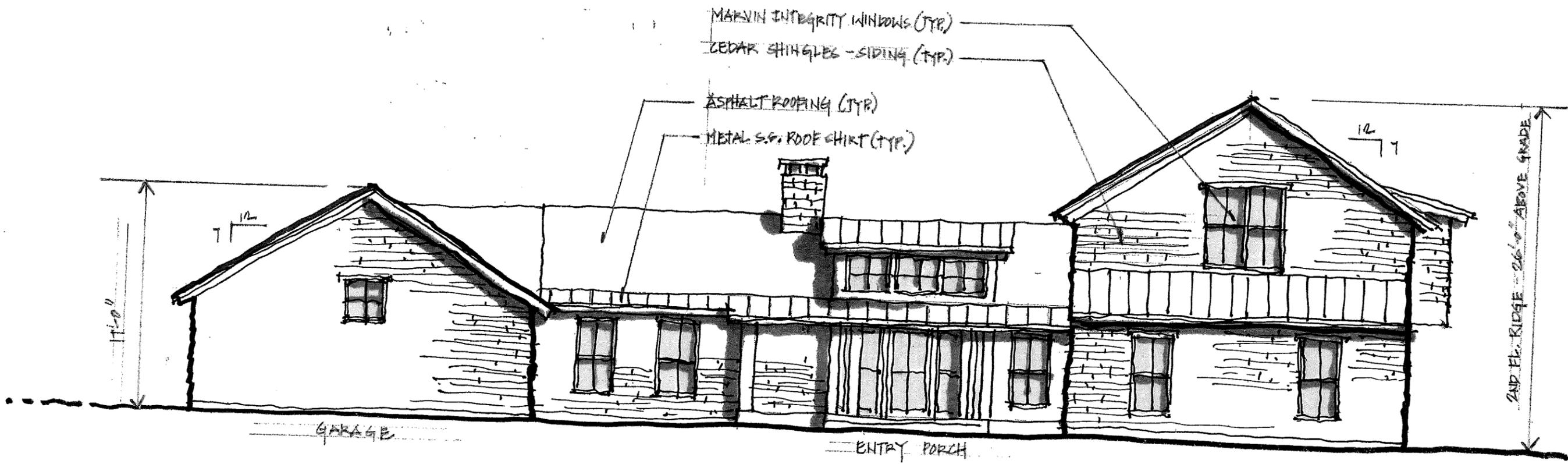
### AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA	First Floor	1.00	1440.0	172.0	1440.0
GAR	Garage	1.00	504.0	90.0	504.0
P/P	Porch	1.00	160.0	52.0	
	Porch	1.00	140.0	48.0	
	Porch	1.00	80.0	48.0	380.0
<b>Net LIVABLE Area (rounded w/ factors)</b>					<b>1440</b>









ENTRY ELEVATION - EAST

1/8" = 1'-0"

719 HILLS POINT ROAD



BREEZEWAY

GARAGE

SOUTH ELEVATION

119 HILLS POINT ROAD

1/8" = 1'-0"

**Zoning Board of Adjustment**

**Tiller - Conditional Use Review**

**ZBA- 15-10**

**Scheduled: October 28, 2015**

**General information:**

<b>Applicant:</b>	Michael & Rebecca Abbott ( On behalf of John Winton)
<b>Application #:</b>	ZBA- 15-10
<b>Parcel I.D.:</b>	00034-0719 M30B15L1
<b>Status of Applicant:</b>	Designated Co-Applicant
<b>Requested Action:</b>	Conditional use review – pre-existing nonconforming structure
<b>Purpose:</b>	Applicant is seeking Conditional use approval to modify an existing non-conforming structure.
<b>Existing Zoning:</b>	Table 2.6 Shoreland District
<b>Location:</b>	719 Hills Point Road
<b>Size:</b>	1 acres
<b>Existing Land Use:</b>	Single-family
<b>Surrounding Land Use:</b>	Shoreland & residential
<b>Recent Permitting History:</b>	2001- Addition of patio room over existing deck on lake side of the camp
<b>Applicable Regulations:</b>	Charlotte Land Use Regulations (2010), The Charlotte Town Plan & Vermont Shoreland Protection Act
<b>Easements:</b>	The property is subject to a shared water system easement with the owners of 725 Hills Point Road. The property was previously subject to a protective construction covenant, which was recorded in 1959. The covenants had a 30 year expiration date. I did not locate any recorded documents indicating the covenants remain in effect on said parcel. See attached documents.

**Overview:**

It is the applicant’s intent to renovate and expand the existing nonconforming structure located at 719 Hills Point Road. The proposed renovations include expanding the deck across the lake side of the camp (which will not reduce the existing lake setback of 90ft), constructing an attached two-car garage, constructing a second story on the existing footprint, and building a second floor deck over the proposed deck extension ( which will not encroach into the 90ft lake setback). The property is considered nonconforming because it does not meet the 150ft lake shore setback or the north and south side setbacks.

**Standards that Apply:**

**Table 2.6- Shoreland Seasonal Home Management District (Page 16)**

**Setbacks.** The proposed structure will maintain its current lake setback of 90ft. Due to the proposed attached two-car garage, the south setback will be reduced from 40ft to 12ft. The existing lake setback will remain at 90ft, the north setback will remain unchanged, and the front setback will be reduced from 160ft to approximately 100ft.

**Height.** The applicant's elevations indicate the proposed house will be 25ft in height. This falls below the district's 30ft maximum.

**Building Lot Coverage & Lot Coverage.**

The existing building lot coverage is approximately 3.6%. Without knowing exactly which porches will be covered by the roof vs. uncovered, it's difficult to calculate the proposed building lot coverage. Assuming that all porches are uncovered, the existing footprint, new garage, and new breezeway add up to approximately 6.6% building lot coverage, which is 1.6% greater than what's allowed in the district. The maximum amount of footprint covered by a roof on a one acre lot is  $0.05 \times 43560 = 2178\text{ft}$ . The total lot coverage will be approximately 7.5%, which falls under the 10% lot coverage allowed. The proposed building lot coverage/lot coverage should be discussed at the time of the hearing.

**(9) For uses in this district subject to conditional use review under Section 5.4, the Board of Adjustment shall also find that:**

**(a) The proposed use will not cause unsafe or unsanitary conditions on land or on the water;**  
The construction of a residential structure is a standard use in this district. The applicants are not proposing an increase in occupancy to the existing 3-bedroom structure.

**(b) The proposed use will not result in accelerated erosion, sedimentation or water pollution;**  
The applicants are not proposing any further encroachment on the lake. The applicants have discussed the possibility of working with a landscape architect to create a planting plan. The applicants have discussed thinning the trees located along the road for safety reasons. The trees along the road are outside of the Town's 100ft vegetative buffer zone and also appear to be outside of the 250ft state setback. Some trees may be inside of the town right-of-way. The right-of-way on Hills Point Road is 3 rods (49.5ft). Trees located in the right-of-way may not be removed without the consent of the Charlotte Tree Warden.

**(c) The proposed use will not adversely impact wildlife habitat areas;**  
The area where the house will be located is already disturbed by human use. There are no mapped significant wildlife habitats on this one acre parcel.

**(d) The proposed use will not interfere with existing public lake access, or scenic views of the lake as designated in the town plan;**

The new construction will not impact any public lake access.

**(e) Visual impacts, as viewed from the lake and from adjoining properties, are minimized.**  
The house is situated in the middle of the parcel and is already nonconforming on three out of four setbacks. Increasing the height of structure could arguably impact the views from the lake and adjoining properties. The Zoning Board should inquire into what types of materials and colors are proposed to be used. Natural screening and neutral earth-tones colors should be encouraged.

**Section 3.15(G) Lakeshore Buffers (Page 35)**

**Lakeshore Buffers. A vegetative buffer zone shall be maintained within 100 feet of the shoreline of Lake Champlain in order to minimize runoff and pollution, and to maintain bank stability and environmental quality. Within 100 feet of the shoreline, the following shall apply:**

- (1) There shall be no cutting or removal of trees or shrubs except with administrative review and approval by the Zoning Administrator such review will determine whether the**

**proposed cutting or removal is in conformation with any approved wildlife habitat plan or shoreland management plan.**

Existing vegetation along the lakeshore shall be preserved. The applicants have showed interest in executing a landscaping plan. The Zoning Board should ask for more details regarding the applicant's plans for landscape management.

- (2) Limited pruning of branches of trees and shrubs is allowed to maintain cleared openings or views legally in existence as of the effective date of these regulations, such views or opening should not be enlarged except herein.**

The landscaping plan should be reviewed at the time of the hearing.

**There shall be no dredging, draining, or filling of land along the shoreline, or in wetland areas, and no cutting or removal of wetland vegetation shall be permitted, except in conformance with a shoreland management plan approved by the Zoning Board of Adjustment.**

The applicants are not proposing any dredging, draining or filing between the lake and the existing structure.

#### Section 3.8 Nonconforming Structure

**B) Nonconforming Structures. Any structure, or portion thereof, legally in existence as of the effective date of these regulations which does not comply with the requirements of these regulations as adopted, or as subsequently amended, shall be considered a nonconforming structure. A nonconforming structure may continue to be occupied indefinitely in accordance with the Act [4412(7)], subject to the following limitations. A nonconforming structure:**

**(2) may only be structurally modified or moved in a manner that will not increase the degree of noncompliance, unless approved by the Board of Adjustment in association with conditional use review under Section 5.4. For purposes of these regulations, any structural alteration which extends the footprint, height or volume of a structure within any required setback or above the required maximum height (i.e., the amount of encroachment), shall be considered to increase the degree of noncompliance. Any structural alteration of a nonconforming structure which extends the footprint, height or volume of a structure outside of any required setback or below the required maximum height shall not be considered to increase the degree of noncompliance.**

The applicants plan to expand the existing nonconforming structure by adding a second story, new decking, and an attached two car garage. Volume will be added within the south side setback and the lake setback, which triggers the need for conditional use review.

- 
- The capacity of existing or planned community facilities and services – Does not apply to construction of single-family dwelling.
  - Character of the area affected – The aesthetics of the alterations and cohesiveness of the proposed alteration must be reviewed. Proposed colors and materials should be discussed at the time of the hearing.
  - Traffic on roads and in vicinity – Again, no proposed increase in occupancy thus no increase in traffic.
  - Bylaws in effect – Table 2.6, Section 3.15, Section 3.8, Town Plan, and VT Shoreland Protection Act.
  - Use of renewable energy resources – The proposed additions are typical of this area and will not have a significant impact on the accessibility of renewable energy resources.
- 
- Conformance with the Town Plan – the project will not adversely affect natural, cultural, or scenic features as outlined in the Town Plan.
  - Additional Restrictions – I do not suggest any additional restrictions.
- 

Staff Report Attachments:

Winton Deed  
Shared Water System Agreement  
1959 Construction Covenants

**Public Notice:** Public notice will be achieved by publishing a notice of hearing in The Citizen on October 8, 2015. In addition, a copy of the notice will be mailed to adjoining landowners, posted to the Town Website, and posted at The Old Brick Store, Spear's Store, and Town Hall.

**Exhibit List (to date):**

Completed conditional use application (Submitted September 30, 2015)  
List of abutting property owners  
Site Plan  
Preliminary Elevations

**EASEMENT DEED FOR JOINT WATER SYSTEM**

This Easement Deed For Joint Water System, hereinafter referred to as Easement Deed, is made by and among Stephen M. Cohen and Trudi E. Cohen, husband and wife, of Charlotte, County of Chittenden, and State of Vermont, hereinafter referred to as Grantors, and John J. Winton, of Charlotte, County of Chittenden, and State of Vermont, hereinafter referred to as Grantee.

**RECITALS**

A. Grantors are the owner of a parcel of land with residence thereon known as and numbered 775 Hills Point Road in the Town of Charlotte, Vermont, situated on the westerly side of said Hills Point Road, and being all and the same land and premises conveyed to the Grantors herein by Warranty Deed of Walter E. Larson and Ruth E. Larson dated July 5, 1972, and recorded in Volume 32, Pages 23 and 24 of the Land Records of the Town of Charlotte.

B. The Grantee herein is the owner of a parcel of land with residence thereon known as and numbered 719 Hills Point Road in the Town of Charlotte, Vermont, situated on the westerly side of said Hills Point Road, and along the southerly boundary of Grantors' land, and being all and the same land and premises conveyed to the Grantee herein and his wife, Ruth B. Winton, now deceased, by Warranty Deed of Proctor M. Lovell and Elizabeth K. Lovell dated May 21, 1975, and recorded in Volume 33, Pages 232-234 of the Land Records of the Town of Charlotte.

C. There is situated on the above-mentioned piece of land of Grantors a water system including but not limited to a concrete maintenance pit or silo, valves,

1

pipes leading from said pit to the residences of both Grantors and Grantee, and pipes leading in a westerly direction from said concrete pit or silo to intake and filters situated in Lake Champlain, from which water system both Grantors and Grantee obtain their water supplies for their respective residences. The Grantors and Grantee have shared in the cost and installation of said water system and in the expenses for maintenance thereof.

NOW THEREFORE, in consideration of the facts set forth hereinabove and in further consideration of the sum of One Dollar and Other Valuable Consideration paid to Grantors, Stephen M. Cohen and Trudi E. Cohen, said Grantors do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM to the said Grantee, John J. Winton, and his heirs and assigns forever, an undivided one-half (½) interest in and to the above-mentioned concrete maintenance pit or silo, valves, pipes, filters, and other components of said water supply system, and a perpetual right and easement for the use and purpose of obtaining and storing water from said water supply system and conveying such water to the residence of Grantee and in

to the above-mentioned concrete maintenance pit or silo, valves, pipes, filters, and other components of said water supply system, and a perpetual right and easement for the use and purpose of obtaining and storing water from said water supply system and conveying such water to the residence of Grantee, and in connection therewith the right to go over, on, through, and across the land of Grantors for only the purposes above stated, including access to pipes from said concrete maintenance pit or silo leading to the residence of Grantee, and for repair and maintenance of said water supply system leading from said concrete maintenance pit or silo to Lake Champlain, and only over such land of Grantors as is necessary to go upon for the repair, usage, and maintenance of said water supply system, on the condition, however, that Grantee, and his heirs and assigns, shall bear equally, with Grantors, their heirs and assigns, one-half (1/2) of all

2

expenses incurred in the operation and maintenance of said described water supply system including said concrete pit or silo, valves, pipes leading to Lake Champlain, filters, and all accessories thereof, which shall be considered mutually owned by Grantors and Grantee, so that if there occurs any breakdown or repair needed in any portion of said water supply system, then Grantors and their heirs and assigns, and Grantee and his heirs and assigns, shall share the cost and expenses of said maintenance and repair of said water supply system equally, except only that Grantors and Grantee shall each be responsible for the maintenance and upkeep related to the pipes of said water system leading from said concrete pit or silo directly to each of their individual residences.

TO HAVE AND TO HOLD the above granted easement rights and privileges unto Grantee, his successors and assigns forever, subject to the aforesaid conditions, and Grantors do, for themselves and their successors and assigns, covenant with the Grantee, and his successors and assigns, that Grantors are lawfully seized in fee simple of the aforesaid premises subject to said easement, and that said premises are free from all encumbrances, and that Grantors have good right and title to give, grant, sell, convey and confirm this easement grant as aforesaid, and that Grantors, and their successors and assigns, shall warrant and defend the same to Grantee, and his successors and assigns, forever against all claims and demands of all persons.

IN WITNESS WHEREOF, Grantors herein set their hands and seals as of the 28 of March, 2001.

3

LAW OFFICES  
 BLOOMBERG  
 & O'HARA, LLP  
 200 BATTERY ST.  
 P.O. BOX 1456  
 BURLINGTON, VERMONT  
 05402

LAW OFFICES  
 BLOOMBERG  
 & O'HARA, LLP  
 200 BATTERY ST.  
 P.O. BOX 1456  
 BURLINGTON, VERMONT  
 05402

IN THE PRESENCE OF:

Mary A. Mead

[Signature] L.S.  
Stephen M. Cohen, Grantor

[Signature] L.S.  
Trudi E. Cohen, Grantor

STATE OF VERMONT  
CHITTENDEN COUNTY, SS:

At Charlotte, this 28<sup>th</sup> day of March, 2001, STEPHEN M. COHEN and TRUDI E. COHEN, personally appeared, and they acknowledged their signatures upon the foregoing Easement Deed For Joint Water System to be their free acts and deeds.

Before me, Mary A. Mead  
Notary Public  
My Commission Expires: 2/10/03

John J. Winton, Grantee, joins in this instrument to acknowledge the conditions incumbent upon him as Grantee herein, and to further acknowledge and agree to perform the burdens and expenses to which he will become obligated pursuant to the above Easement Deed For Joint Water System.

IN THE PRESENCE OF:

Mary A. Mead

[Signature] L.S.  
John J. Winton, Grantee

STATE OF VERMONT  
CHITTENDEN COUNTY, SS:

At Charlotte, this 28<sup>th</sup> day of March, 2001, JOHN J. WINTON, personally appeared, and he acknowledged his signature upon the foregoing Easement Deed For Joint Water System as his free act and deed.

Before me, Mary A. Mead  
Notary Public  
My Commission Expires: 2/10/03

ssbwintonleasement.dee

LAW OFFICES  
BLOOMBERG  
& O'HARA, LLP  
200 BATTERY ST.  
P.O. BOX 1456  
BURLINGTON, VERMONT  
05402

CHARLOTTE TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD

This 28<sup>th</sup> day of March A.D. 192001  
at 2 o'clock 00 minutes P m and  
recorded in vol. 115 on page 32  
Attest Mary A. Mead Town Clerk

ACKNOWLEDGEMENT

Return Received (Including Certificates  
and, if Required, Act 250 Disclosure  
Statement) and Tax Paid.

Signed Mary A. Mead Clerk  
Date March 28, 2001

PROTECTIVE COVENANTS FOR HILL'S POINT DEVELOPMENT,  
CHARLOTTE, VERMONT, WALTER AND RUTH LARSON, OWNERS

In order to establish and maintain a housing development in a neighborhood

that will afford a minimum of protection to home owners, investors, developers and the Town of Charlotte in general, we, WALTER LARSON and RUTH LARSON, husband and wife, of Charlotte, County of Chittenden and State of Vermont, owners of the below described property, do hereby declare the following protective covenants on the following land, viz: Lots #1, 2, 3, 4, 5, and 6 on a plan of Hill's Point Development, Charlotte, Vermont, dated June 9, 1959 and recorded in Vol. 27, page 479, of the Town of Charlotte Land Records, said lots being situated on the westerly side of a private road now known as Hill' Point Camp Road leading northerly from the Town Road.

1. That no lot will be used except for residential purposes, but a professional person may have his office located in his residence, and that no structure of a temporary character, including but not limited to, trailers, basements, tents, shacks, garages, barns or other out-buildings, shall be used on any lot at any time for residential purposes.

2. That no lot shall be subdivided for sale or otherwise.

3. That no building shall be erected, maintained or placed upon any lot, other than one detached single family dwelling unit not exceeding two stories in height and a private garage attached to the dwelling, or detached, said dwelling may be either a year around home, so-called, or a summer home, so-called.

4. That no building shall be located on any lot nearer than twenty-five (25) feet to said private road, nor nearer than fifty (50) feet to the bank on the lake shore, nor nearer than twenty-five (25) feet to the other boundary lines of the lot.

5. That no building shall be erected, maintained or placed upon any lot having a ground floor area less than seven hundred twenty (720) square feet, exclusive of one story open porches and garages, for a one story dwelling, or less than six hundred (600) square feet for a two story dwelling.

6. That no dwelling shall be permitted on any lot at a cost of less than Twelve thousand five hundred (\$12,500.00) dollars for a year around home home, and Eight thousand (\$8000.00) dollars for a summer home, so-called, based upon cost levels prevailing on the date the herein contained covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum permitted dwelling size.

7. That no animals, live-stock or fowls are to be permitted on any lot excepting domestic pets.

8. That no noxious or offensive activity of any nature shall be carried on upon any lot nor shall anything be done thereon or permitted to be done thereon which shall be an annoyance or nuisance to the neighborhood.

9. That all dwellings shall have adequate septic tank systems and no sewage dumped into the lake.

10. That no sign of any kind shall be displayed to the public view on any lot, excluding, however, one professional sign of not more than one (1) square foot, one sign not more than five (5) square feet advertising the property for sale or rent, or one sign used by a builder to advertise the

property during the construction and sales period. 11. That no building, fence, wall or other structure shall be commenced, erected, maintained or placed on any lot, nor shall any addition or alteration be made changing the architectural design of the premises, until plans and specifications showing the nature, kind, shape, height, materials, floor plan, locations and approximate costs of the building and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by an architectural control committee consisting of three members as follows: 1. Walter Larson; 2. Ruth Larson; 3. George W. Reynolds, Jr.. The Architectural Control Committee shall have the right to refuse to approve any such plans, specifications or grading plans which in their opinion do not conform with the provisions of this instrument. They shall have further right in passing upon such plans, specifications or grading plans to take into consideration quality of workmanship, suitability of the proposed building or other structures and of the materials of which it is to be built, also the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant. At any time the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it, any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be extended for a period of ten (10) years unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. IN WITNESS WHEREOF, we hereunto set our hands and seals this 10th day of June, A. D. 1959.

In Presence of : Harold J. Arthur  
Mary C. Arthur

Walter Larson SEAL  
Ruth Larson SEAL

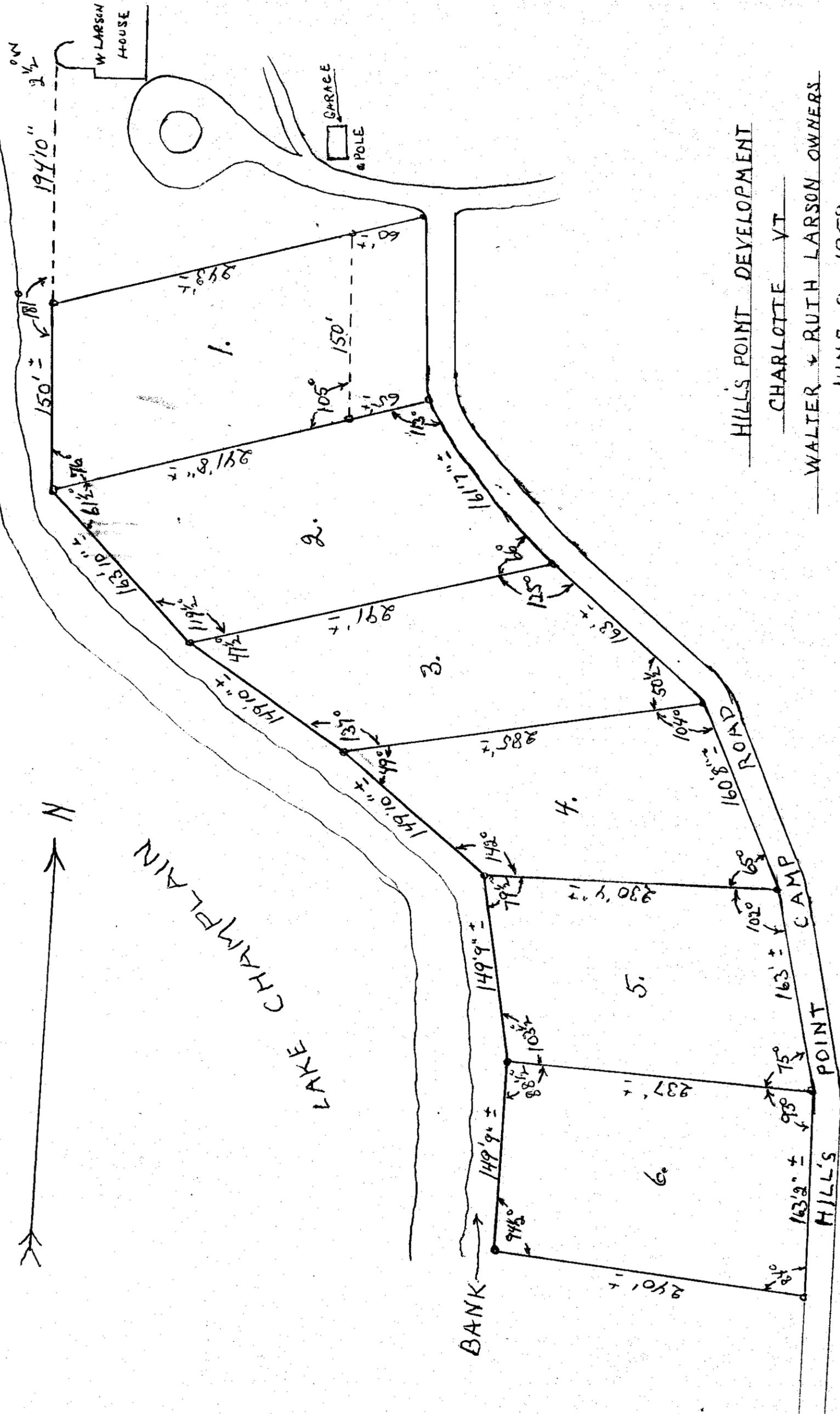
STATE OF VERMONT,  
CHITTENDEN COUNTY, ss.

At Burlington in said county on this 10th day of June, A. D. 1959, personally appeared Walter Larson and Ruth Larson, the signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed. Before me, Harold J. Arthur, Notary Public.

Received for record June 11, 1959 at 8:30 A.M. and recorded.

Attest, Mary Waller Town Clerk.

"OR NO trespass signs."  
Added by Walter Larson August 24, 1959 at 2:45 P.M.  
Attest, Mary Waller, Town Clerk.



HILLS POINT DEVELOPMENT

CHARLOTTE VT

WALTER & RUTH LARSON OWNERS

JUNE 9, 1959

SCALE 1"=80'

Received for record June 11, 1959 at 8:30 a.m.  
 & recorded.  
 attest, Mary Waller, Town clerk.

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS THAT I, JOHN J. WINTON, a widower, of Charlotte in the County of Chittenden and State of Vermont, Grantor, in the consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid to my full satisfaction by JOHN J. WINTON, TRUSTEE OF REVOCABLE LIVING TRUST OF JOHN J. WINTON, of Charlotte in the County of Chittenden and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, JOHN J. WINTON, TRUSTEE OF REVOCABLE LIVING TRUST OF JOHN J. WINTON, and his heirs and assigns forever, a certain piece of land with residence thereon in Charlotte in the County of Chittenden and State of Vermont, described as follows, viz:

A lot of land, together with the dwelling house thereon, known as and numbered 719 Hills Point Road, garage and all other buildings situated thereon, located on the westerly side of a public road known as Hill's Point Camp Road, sometimes called the New Camp Road, said lot being all of Lot #1 on a Plan of Hill's Point Development, Walter and Ruth Larson, owners, dated June 9, 1959, and recorded in Volume 27, Page 479 of the Land Records of the Town of Charlotte. The within described property is all the same land and premises conveyed to Proctor M. Lovell and Elizabeth Lovell by Warranty Deed of John R. Tekowitz and Cathrine M. Tekowitz dated January 13, 1973, and recorded in Volume 32, Page 123 of the Land Records of the Town of Charlotte. The lot is more particularly described as follows:

Beginning at a point in the west side of Hill's Point Camp Road, said point being at the intersection of a roadway leading to the dwelling house presently or formerly owned by Walter and Ruth Larson, thence proceeding southwesterly a distance of 60 feet, more or less, to an iron pipe set in the ground and continuing in the same direction a distance of 243 feet, more or less, to an iron pin set in the ground east of the bank, said last mentioned pipe being 194' 10", more or less, from the southwestern corner of the dwelling house presently or formerly owned by Walter and Ruth Larson, and continuing in the same course to the low water mark of Lake Champlain, thence proceeding in a southerly direction along the low water mark of Lake Champlain 150' more or less, to a point in line with the southerly boundary line of land herein conveyed, thence proceeding in an easterly direction to an

-1-

**ACKNOWLEDGEMENT**

Return Received (including Certificates and, if Required, Act 250 Disclosure Statement) and Tax Paid.

Signed Madeline Mansfield Clerk  
 Date Dec 28 2007

CHARLOTTE TOWN CLERK'S OFFICE  
 RECEIVED FOR RECORD

This 28 day of Dec A.D. 2007  
 at 10 o'clock 00 minutes AM and  
 recorded in vol. 171 on page 289-91  
 Attest: Madeline Mansfield Clerk

iron pin set in the ground east of the bank, which last mentioned pipe is 150' southerly of the iron pipe set in the ground in the northerly line of the land herein conveyed, and continuing easterly a distance of 241' 08", more or less, to another iron pin set in the ground, continuing easterly a distance of 65 feet to an iron pin set in the ground in the westerly line of Hill's Point Camp Road, thence proceeding northerly along the westerly line of said road a distance of 150', more or less, to the point of beginning.

**The property herein conveyed is subject to certain protective covenants for Hill's Point Development, dated June 10, 1959, and recorded in Volume 27, Page 480 of the Land Records of the Town of Charlotte.**

The within described lot is subject to an easement or right of way 10' nearest to the road running along the entire frontage of the property for the installation and maintenance of an underground water pipeline, and for other utilities underground and overground. The owner of the lot herein described and the Larsons share the expense of maintenance of the water system.

The Hill's Point Camp Road which was a private road is now a public highway known as Hills Point Road.

The premises hereof have the benefits of and the burden of a certain Easement Deed for Joint Water System made by and between Stephen M. Cohen and Trudi E. Cohen, therein designated as "Grantors" (then being the owners of an adjoining lot of land acquired from said Larsons above referred to), and the Grantor herein dated March 28, 2001, and recorded in Volume 115, Pages 30-32 of the Town of Charlotte Land Records.

Being all and the same lot of land which was conveyed to the Grantor, John J. Winton, and Ruth B. Winton (now deceased) as tenants by the entirety, by Warranty Deed of Proctor M. Lovell and Elizabeth K. Lovell, dated May 21, 1975, and recorded in Book 33, Page 232 of said Land Records.

Reference is made to the plan and deed aforesaid and to their record and to the deeds and records mentioned in said deed in aid of this description.

This conveyance is made subject to the covenants and agreements contained in the deed to us aforesaid.

This conveyance is made without consideration to effect a transfer from title of the Grantor to the Grantor's Revocable Living Trust.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, JOHN J. WINTON, TRUSTEE OF REVOCABLE LIVING TRUST OF JOHN J. WINTON, and his heirs and assigns, to their own use and behoof forever; and I, the said Grantor, JOHN J. WINTON, for myself and my heirs, executors and administrators, do covenant with the said Grantee, JOHN J. WINTON, TRUSTEE OF REVOCABLE LIVING TRUST OF JOHN J. WINTON, and his heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid, and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as herein stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 27th day of December, 2007.

IN PRESENCE OF:

*Kaylene Anne O'Hara*  
Witness

*John J. Winton* L.S.  
JOHN J. WINTON

STATE OF VERMONT  
CHITTENDEN COUNTY, SS:

At Burlington this 27th day of December, 2007, JOHN J. WINTON personally appeared, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed.

Before me,

*[Signature]*  
Notary Public  
My Commission Expires: 2/10/11

ssb\winton\wardeed.07

September 28, 2015

Jeannine McCrumb  
Town Planner / Zoning Administrator / Dpty Health Officer  
Town of Charlotte  
PO Box 119, Charlotte Vermont 05445

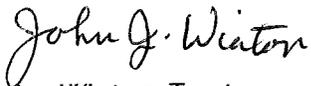
Dear Ms. McCrumb:

This letter is to inform you that I am authorizing Michael and Rebecca Abbott (future owners) to act on my behalf and to proceed with applying for any and all permits necessary to renovate and construct any new additions to my home located on 719 Hills Point Road

In addition, I hereby authorize the town to discuss directly with the Abbotts, their builder and/or architect any communication necessary to complete and acquire all permits. Should you have any questions, please do not hesitate to contact me at 425-2988.

Thank you for your assistance in this matter

Sincerely,

  
John Winton, Trustee

Cc Britney Tenney

## Britney Tenney

---

**From:** Gregory Smith <gbmainesmith@gmail.com>  
**Sent:** Monday, October 05, 2015 10:28 AM  
**To:** Britney Tenney  
**Subject:** Re: ZBA-15-10-Abbot - 719 Hills Point Road

Ms. Tenney,

Thank you for the application e-forms. I would like to be considered an "interested party". We're reviewing the proposed expansions presently and will forward to you any pertinent comments. Thanks again.

Greg Smith  
724 Hills Point Road

On 5 October 2015 at 09:48, Britney Tenney <[BTenney@townofcharlotte.com](mailto:BTenney@townofcharlotte.com)> wrote:

Mr. Smith,

My apologies regarding the website. I have attached electronic copies of the application materials. I will keep the website page updated in the event that there are additional submissions. The online application can be viewed here: [http://www.charlottevt.org/vertical/sites/%7B5618C1B5-BAB5-4588-B4CF-330F32AA3E59%7D/uploads/ZBA-15-10\\_Abbott-Winton.pdf](http://www.charlottevt.org/vertical/sites/%7B5618C1B5-BAB5-4588-B4CF-330F32AA3E59%7D/uploads/ZBA-15-10_Abbott-Winton.pdf). I would like to note that you do not have to attend the meeting to be considered a "interested party". You may participate via written comments or even just send an email to me stating that you would like to be considered an interested party. If you do have concerns, and cannot make the meeting, please forward me your comments, and I will make sure the Zoning Board receives them.

Best,

Britney Tenney

Zoning Board Clerk

425-3533 ext.207

**From:** Gregory Smith [mailto:[gbmainesmith@gmail.com](mailto:gbmainesmith@gmail.com)]  
**Sent:** Saturday, October 03, 2015 2:36 PM  
**To:** Britney Tenney  
**Subject:** ZBA-15-10-Abbot - 719 Hills Point Road

Ms. Tenney,

## Britney Tenney

---

**From:** Jeannine McCrumb  
**Sent:** Monday, October 26, 2015 1:55 PM  
**To:** Dave Cohen  
**Cc:** Britney Tenney  
**Subject:** RE: winton property application

Got it. Thanks Dave.

**From:** Dave Cohen [<mailto:davecohen@gmavt.net>]  
**Sent:** Monday, October 26, 2015 1:49 PM  
**To:** Jeannine McCrumb <[Jeannine@townofcharlotte.com](mailto:Jeannine@townofcharlotte.com)>  
**Cc:** Britney Tenney <[BTenney@townofcharlotte.com](mailto:BTenney@townofcharlotte.com)>  
**Subject:** Re: winton property application

Hi Jeannine.

I've been meaning to write you. I'm out of the country through the end of the week and so won't be able to make the meeting/hearing on the proposed changes to John Winton's house.

I did want to tell you that we have no objections to it and are happy for the new family to make the changes they want.

Please feel free to state this at the meeting. Sorry I can't be there.

Thanks so much. Feel free to contact me via email with any questions.

Regards,

Dave Cohen

[Davecohen@gmavt.net](mailto:Davecohen@gmavt.net)  
802 734 1345

Sent from my iPhone

On Oct 6, 2015, at 8:03 AM, Jeannine McCrumb <[Jeannine@townofcharlotte.com](mailto:Jeannine@townofcharlotte.com)> wrote:

Hi Dave,

Here's a link to the materials: [http://www.charlottevt.org/vertical/sites/%7B5618C1B5-BAB5-4588-B4CF-330F32AA3E59%7D/uploads/ZBA-15-10\\_Abbott-Winton.pdf](http://www.charlottevt.org/vertical/sites/%7B5618C1B5-BAB5-4588-B4CF-330F32AA3E59%7D/uploads/ZBA-15-10_Abbott-Winton.pdf). If you scroll to page 20, you'll see what the new folks would like to do. Note: the proposed garage will actually be located on the current impervious area / driveway pullout. They are putting together architectural renderings for the hearing. If for some reason, you can't make it, please let us know so we can make sure get updated materials and can provide written comment.

Jeannine

**Residential**  
**4420537 Active with Contract**

**719 Hills Point Rd**  
**Charlotte, Vermont 05445**



**L \$800,300**



<b>Zoning:</b>	Lakeshore, Resi	<b>Rooms:</b>	5
<b>Year Built:</b>	1955	<b>Bedrooms:</b>	3
<b>Color:</b>	White	<b>Total Baths:</b>	2
<b>Gross Taxes:</b>	\$ 14,724.13	<b>Full:</b>	2
<b>Taxes TBD:</b>	No	<b>3/4 Baths:</b>	0
<b>Tax Year:</b>	2015	<b>1/2 Baths:</b>	0
<b>Monthly Assoc.\$:</b>	\$	<b>Garage Capacity:</b>	2
<b>Lot Acre:</b>	1.00	<b>Garage Type:</b>	Attached
<b>Lot SqFt:</b>	43,560.	<b>Total Fin SqFt:</b>	1,440
<b>Common Land Acres:</b>		<b>Apx Fin Above Grd:</b>	1,440
<b>Road Frontage:</b>	Yes/ 150	<b>Apx Fin Below Grd:</b>	0
		<b>Apx Ttl Below Grd:</b>	0
<b>Water Frontage:</b>	150	<b>Foot Print:</b>	150X242
<b>Water Acc Type:</b>	Owned	<b>Flood Zone:</b>	No
<b># of Stories:</b>	1	<b>Style:</b>	Cottage/Camp , Ranch
<b>Basement:</b>	Yes / Interior		

<b>Water Body Type:</b>		<b>Water Body Restr.:</b>	Yes	<b>Surveyed:</b>	Yes	<b>Seasonal:</b>	No
<b>Water Body Name:</b>	Lake Champlain	<b>Current/Land Use:</b>		<b>Land Gains:</b>		<b>Owned Land:</b>	

<b>Parcel Access ROW:</b>	<b>ROW for other Parcel:</b>	<b>ROW Width:</b>	<b>ROW Length:</b>
---------------------------	------------------------------	-------------------	--------------------

**Public Rems:** WATERFRONT!!! Private setting, lovely mature landscaping, gradual access to Lake Champlain. Fabulous sunsets over Lake Champlain and Adirondacks. Very well maintained property, Gas fireplace in living room. Bedroom wing with center hall and two baths. Unfinished basement with wood burning fireplace. Attached two car garage. 150 feet of owned lakeshore.

**Directions:**Route 7 South to Shelburne, right on Bostwick Road, turns into Greenbush, take a right on Lake Road, before RR bridge, right on Hills Point at lake, straight on Hills Point Road #719 on left.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2
Living Rm	17.5X15.5	1	Master BR	15.4X12	1	1st	3	2		
Kitchen	9.7X8.9	1	2nd BR	13.2X11.5		2nd				
Dining Rm	14X9.2	1	3rd BR	11.3X10.6		3rd				
Family Rm			4th BR			4th				
Office/Study			5th BR			Bsmt				
Utility Rm			Den							
Other Rm 1	10.1X7.4	1	Other Rm 3							
Other Rm 2										

<b>Assoc Amenities:</b>		<b>Possession:</b>	At Closing , Negotiable
<b>Interior Feat.:</b>	1st Floor Master BR , Cable , Ceiling Fan , Dining Area , Fireplace-Gas , Fireplace-Wood , Foyer , Kitchen/Dining , Living Room , Master BR with BA , Smoke Det-Battery Powered , 2 Fireplaces		
<b>Exterior Feat.:</b>	Deck , Out Building , Porch-Covered , Porch-Enclosed , Shed , Window Screens		
<b>Basement:</b>	Full , Interior Stairs		
<b>Equip./Appl.:</b>	Air Conditioner , Dishwasher , Dryer , Exhaust Hood , Kitchen Island , Microwave , Range-Electric , Refrigerator , Smoke Detector , Washer , Window Treatment		
<b>Driveway:</b>	Paved	<b>Electric:</b>	Circuit Breaker(s) , Fuses
<b>Construction:</b>	Wood Frame	<b>Exterior:</b>	Aluminum , Clapboard
<b>Financing:</b>	Conventional	<b>Foundation:</b>	Block
<b>Floors:</b>	Carpet , Hardwood , Vinyl	<b>Heating/Cool:</b>	Baseboard , Hot Water
<b>Garage/Park:</b>	Attached , Auto Open , Driveway	<b>Lot Desc:</b>	Mountain View , Water View , Waterfront , Lake View
<b>Heat Fuel:</b>	Oil	<b>Occ. Restrictions:</b>	
<b>Roads:</b>	Public	<b>Roof:</b>	Shingle-Architectural
<b>Sewer:</b>	1000 Gallon , Mound , Private	<b>Water:</b>	Other
<b>Suitable Land Use:</b>		<b>Water Heater:</b>	Domestic
<b>Fee Includes:</b>		<b>Building Certs:</b>	
<b>Disability:</b>	1st Floor Full Bathrm , 1st Flr Hard Surface Flr. , Bathrm w/tub , Kitchen w/5 ft Diameter , One-Level Home , 1st Floor Bedroom		

<b>Negotiable:</b>	<b>Docs Available:</b>	Covenant(s) , Deed , Plot Plan , Property Disclosure
<b>Excl Sale:</b>		

<b>Tax Rate:</b>		<b>Assmt:</b>		<b>Assmt Yr:</b>	
<b>Tax Class:</b>	Homestead	<b>Source SqFt:</b>		<b>County:</b>	Chittenden
<b>Covenant:</b>	Yes	<b>Book/Pg:</b>	171/ 289-92	<b>Plan/Survey:</b>	
<b>Recorded Deed:</b>	Warranty	<b>Property ID:</b>		<b>Tax ID No. (SPAN# VT):</b>	13804311589
<b>Map/Blck/Lot:</b>	//	<b>Const. Status:</b>	Existing	<b>Home Energy Rated Index Score:</b>	
<b>Devel/Subdiv:</b>	Hills Point	<b>High Sch:</b>	Champlain Valley UHSD #15	<b>Jr./Mid Sch:</b>	Charlotte Central School
<b>District:</b>		<b>Cable:</b>		<b>Electric Co:</b>	GMP
<b>Elem Sch:</b>	Charlotte Central School	<b>Phone Co:</b>	CV Telecom	<b>Resort:</b>	No
<b>Fuel Co:</b>	Suburban	<b># Weeks:</b>		<b>Timeshare %:</b>	
<b>Timeshare/Fract. Ownrshp:</b>	No				

<b>DOM/DUC:</b>	137 /	<b>Foreclosed Bank-Owned REO:</b>	No
-----------------	-------	-----------------------------------	----

**PREPARED BY**

**Karen Bresnahan**  
**Four Seasons Sotheby's Int'l Realty**

**Email :** karen.bresnahan@fourseasonssir.com  
**Off. Ph# :** (802) 864-0541



**550 Hinesburg Rd.**

**South Burlington, VT 05403**

Lister: Linda Sparks of Four Seasons Sotheby's Int'l Realty

**Agt. Ph# : (802) 846-7845 ext. 7845**

**Cell Ph# : (802) 310-0447**

**Fax Ph# : (802) 864-1910**

Four Seasons 

Sotheby's  
INTERNATIONAL REALTY

[www.fourseasonssir.com](http://www.fourseasonssir.com)

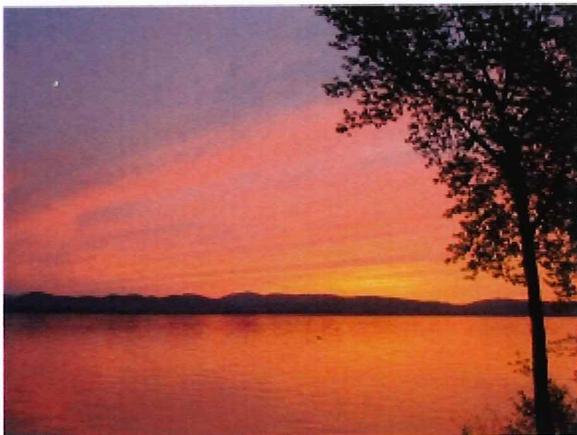
[www.fourseasonssir.com](http://www.fourseasonssir.com)

Subject to errors, omissions, prior sale, change or withdrawal without notice. The agency referenced may or may not be the listing agency for this property. NNEREN is not the source of information presented in this listing. Copyright 2015 Northern New England Real Estate Network, Inc.  
09/30/2015 03:51 PM Printed By: Karen Bresnahan

R 4420537K 719 HILLS POINT RD, CHARLOTTE, VT 05445

LP: \$800,300

Gallery: Images 1 to 6 of 32



Gallery: Images 7 to 12 of 32



Gallery: Images 13 to 18 of 32



Gallery: Images 19 to 24 of 32



Gallery: Images 25 to 30 of 32



Gallery: Images 31 to 32 of 32



Prepared By: [Karen Bresnahan](#) / Four Seasons Sotheby`s Int`l Realty  
----Information herein deemed reliable but not guaranteed.----  
Copyright ©2015  
**Wed, Sep 30, 2015 15:51 PM**