

FIRST AMENDED AND RESTATED
SYLVAN RIDGE ROADWAY AND
COMMON LAND AGREEMENT

WHEREAS, Sylvan Knoll, LLC was the original developer of the Sylvan Knoll Subdivision located off of Kenyon Road in Richmond, Vermont, as shown on the “Plat Showing a Subdivision of the Lands of Dawn Tatro, Kenyon Road, Richmond, Chittenden County, Vermont” drawn by Kevin R. LaRose, L.S., dated July 23, 2015 and recorded at Map Slide 142 of the Town of Richmond Land Records (the “Phase I Plan”).

WHEREAS, Huntington Homes, Inc. is the owner of certain lands and premises shown on the Phase I Plan as Lot 9, containing 73.10 acres, more or less, and further described as being all and the same lands and premises conveyed to Huntington Homes, Inc. by Warranty Deed of Sylvan Knoll, LLC dated January 4, 2019 and recorded at Book 247, Page 840 of the Town of Richmond Land Records.

WHEREAS, Huntington Homes, Inc. has further subdivided Lot 9 to create the Sylvan Ridge Subdivision Phase II, consisting of eight additional residential home sites numbered Lot 9 through 16, and the remaining land, Lot 17, consisting of 44.9 acres, more or less, to be owned by the Sylvan Ridge Owners Association, Inc. for the use and benefit of the owners of Lots 1 through 16, for dispersed non-motorized recreation, habitat protection, and forestry purposes.

WHEREAS, Sylvan Ridge Phase II is shown on a survey plan entitled “Land of Huntington Homes, Inc. 952 Kenyon Road, Richmond, Vermont Nine Lot Subdivision and Boundary Line Adjustment Survey Plat” prepared by Bernard & Gervais, LLC dated April 4, 2021, last revised ____, and recorded at Map Slide ____ of the Town of Richmond Land Records (the “Phase II Plan”).

AND WHEREAS, the original Sylvan Knoll Subdivision Lots 1 through 9 are subject to an agreement entitled “Sylvan Knoll Roadway Association” dated February 29, 2016 and recorded at Book 233, Page 452 of the Town of Richmond Land Records (the “Roadway Agreement”).

NOW, THEREFORE, for the purpose of adding Lots 9 through 16 to the Roadway Agreement and providing for the common ownership of Lot 17, Huntington Homes, Inc. and the owners of Lots 1 through 8 do hereby amend and restate the original Roadway Agreement, making Lots 1 through 17 subject to the following terms and conditions:

1. The necessary expense of maintaining or repairing the development roadways, associated stormwater infrastructure, and owning and maintaining Lot 17 shall be shared equally by the users of said roadway as set forth herein below.
2. Each user of a development roadway shall pay and be responsible for an equal share of the necessary expenses of maintaining or repairing said road including the plowing of snow, filling of potholes from time to time, spreading of stone or gravel, maintaining stormwater infrastructure, and other normal maintenance and repair expenses as they become necessary.

The users of each development roadway shall be defined as the owners of any Lot accessed by that roadway which is either occupied or which has received approval from the State of Vermont for development, subdivision, or construction of a residential home. As shown on the Phase I Plan and the Phase II Plan:

Lots 1 through 10 have access to Kenyon Road via Sylvan Knoll Road; as such the costs of maintaining Sylvan Knoll Road shall be divided equally among those Lot owners.

Lot 9 and 10 shall be responsible for the costs of maintaining those aspects of the stormwater infrastructure applicable to Lots 9 and 10 as required by Vermont Stormwater General Discharge Permit Number 9198-9050.

Lot 11 has direct access to Kenyon Road; as such Lot 11 shall have no obligation to contribute to road maintenance.

Lots 12 through 16 share a private road to access Kenyon Road; as such the costs of maintaining that private road and associated stormwater infrastructure shall be divided equally among those Lot owners.

Lots 1 through 8 shall not bear the cost for the extension of Sylvan Knoll Road, or associated stormwater infrastructure, serving Lots 9 and 10, to be developed by Huntington Homes, Inc. as part of Sylvan Ridge Subdivision Phase II.

In the event the access to any lot is altered in the future, the share of the expenses shall be recalculated to include or exclude any additional users of said roadway consistent with the methodology set forth above.

3. Each owner of a lot in the development shall pay and be responsible for an equal share of the necessary expenses of owning and maintaining Lot 17, including but not limited to insurance, property taxes, maintenance, and the like. Lot 17 shall be managed in accordance with a Management Plan in a manner consistent with all permit requirements applicable to the Sylvan Ridge Subdivision Phase II, specifically including, but not limited to, promoting large game wildlife habitat.
4. Maintenance of the development roadways and ownership and maintenance of Lot 17 shall be governed by the Sylvan Ridge Owners Association, Inc. (the "Association"). Each of Lots 1 through 16 is granted one membership in the Association, which shall operate in accordance with the following Bylaws of the Association:
 - a. Officers shall be elected annually and shall include a president, secretary, and treasurer.
 - b. The Association shall, unless otherwise determined by a majority of the members, hold annual meetings noticed to all members by first class mail sent at least 21 days before the meeting date. Failure to hold an annual meeting shall

continue any designations of officers and any provisions for maintenance, assessment, and collection which were put in effect at the last meeting. Failure to hold a meeting shall also give any members the right to call a meeting upon 21 days notice to all other members.

- c. The association shall make reasonable provisions for maintenance and for the assessment and collection of member contributions to maintenance costs in accordance with the terms and conditions of this Agreement.
 - d. Each of Lots 1 through 16 shall have one vote and all decisions shall be made by a majority vote.
 - e. Any unpaid association assessment shall be a lien on the property of the delinquent association member and may be enforced according to Vermont law.
5. This document is governed by the laws of the State of Vermont. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
 6. This document is to be recorded in the Town of Richmond Land Records and shall be binding upon their heirs, successors, and assigns of all lot owners in the Sylvan Knoll Subdivision.

Dated this ____ day of _____, 2021.

HUNTINGTON HOMES, INC.

Witness

Jason Webster, Co-President and
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Richmond, in said County, this ____ day of _____, 2021, personally appeared Jason Webster, Co-President and Duly Authorized Agent of Huntington Homes, Inc. and he acknowledged this instrument, by him subscribed, to be his free act and deed, and the free act and deed of Huntington Homes, Inc.

SEAL

Before me _____
Notary Public
My commission expires: 1/31/23

CONSENT TO FIRST AMENDED AND RESTATED
SYLVAN RIDGE ROADWAY AND
COMMON LAND AGREEMENT

SYLVAN KNOLL ROADWAY ASSOCIATION

I, _____, the undersigned owner of Lot __ in the Sylvan Knoll Subdivision, do hereby consent to the Amended and Restated Sylvan Ridge Roadway and Common Land Agreement and agree to be bound by the terms and conditions set forth therein .

LOT ____

Witness

NAME
NAME
NAME

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Richmond, in said County, this ____ day of _____, 2021, personally appeared _____ and he acknowledged this instrument, by him subscribed, to be his free act and deed.

SEAL

Before me _____
Notary Public
My commission expires: 1/31/23