

**SECOND AMENDED AND RESTATED BYLAWS
OF
SUNDERLAND WOODS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1
General**

Section 1.1. Applicability. These Bylaws provide for the governance of the Sunderland Woods common interest community (the "**Community**") located in Colchester, Vermont.

Section 1.2. Compliance. Every Member shall comply with these Bylaws.

Section 1.3. Office. The office of the Community, the Association, and the Board of Directors shall be located in Colchester, Vermont at the Community's property, as described in Section 1.6 below (the "**Property**") or at such other place as may be designated from time to time by the Board of Directors.

Section 1.4. Definitions. Each capitalized term used herein without definition shall have the meanings as provided in the Vermont Common Interest Ownership Act, Title 27A (the "**Act**") as amended.

Section 1.5. Declaration. Sunderland Woods has no formal Declaration per se, but its "**Declaration**" consists of these Bylaws, the Protective Covenants attached hereto as Schedule B, the Rules, and all other instruments, however denominated, that pertain to the creation and governance of the Community.

Section 1.6. The Property. The Property subject to the Declaration is described as follows:

A Residential Plot Plat for Sunderland Woods entitled "Sunderland Woods, a planned unit development, Colchester, Vermont, Residential Plot Plat," by Donald L. Hamlin dated February 1980 and revised September 17, 1980, of record in Volume 5 (site Plans), page 39 (n/k/a Map Slide 136) of the Town of Colchester Land Records.

Section 1.7. A Unit. A "**Unit**" is a physical portion of the Community designated for separate ownership or occupancy. Each of the 75 lots having a single-family residence, and each of the 24 townhouses in Sunderland Woods is a Unit, as further defined in the individual lot and townhouse deeds; there are a total of 99 Units.

Section 1.8. Member. All Unit Owners are "**Members**" of the Association. Each Member shall, if requested by the Board of Directors, provide the Association with a copy of their deed or other document evincing ownership of a Unit. Each Member shall also provide the Association with their contact information, including a valid email address to receive Association notices. Any Member without an active email address must notify the Secretary to designate another authorized means for delivery of Association notices. Until this information is provided, a Member shall not be entitled to notice of, or to vote at, any meeting of the Association, but failure or neglect to provide such information shall not limit or reduce the Member's obligations under these Bylaws.

Section 1.9. Undivided Interest. Each Member owns an undivided 1/99 interest in the Common Elements. Said undivided interest must be conveyed as part of the sale of a Unit and cannot be conveyed separately from the Unit.

Section 1.10. Common Elements. Common Elements shall be all land and improvements on the Property other than the Units. The use and enjoyment of the Common Elements shall be limited to Members, members of their families residing in their households, and their invitees and guests. However, a Member who leases or permits another to occupy its Unit may assign to such lessee or occupant the right to use and enjoy the Common Elements, subject to the same restrictions and limitations as the Member. Each Member, and such family members, invitees, guests, lessees and occupants shall comply with the provisions of these Bylaws and the Rules and their right to use the Common Elements is subject to suspension as provided in these Bylaws and in accordance with applicable law.

Section 1.11. Limited Common Elements. Limited Common Elements shall mean those portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units. For the avoidance of doubt, the only Limited Common Elements on the Property are located on those portions of the Property governed by the Phase I, Sunderland Woods Townhouses and the Phase II, Sunderland Woods Townhouses Associations (collectively the "*Townhouse Associations*"). The operation, care, upkeep and maintenance of the Limited Common Elements, along with all costs and expenses associated therewith, shall be the sole responsibility of, and allocated solely to, the applicable Townhouse Association(s) in accordance with their governing documents.

ARTICLE 2 **Association**

Section 2.1. Composition; Responsibility. The Sunderland Woods Homeowners' Association, Inc. (the "*Association*") shall consist of all Members acting as a group. The Association shall have the responsibility for administering the Community, establishing the means and methods of collecting Assessments for Common Expenses, arranging for the management of the Community, and performing all of the other acts that may be required or permitted by the Act to be performed by the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing shall be performed by the Board of Directors or its designee.

Section 2.2. Annual Meetings. An annual meeting of the Association shall be held each year at a time to be determined by the Board of Directors. At such annual meetings, elections shall be held to elect Directors to serve on the Board of Directors and to approve the budget.

Section 2.3. Special Meetings. Special meetings of the Members may be called at any time for any reasonable purpose. Said meetings shall be called by written notice, signed by the President, a majority of the Board of Directors, or by the Members having ten percent (10%) of the total votes in the Association.

Section 2.4. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 2.5. Notice of Meetings.

(a) The Association shall notify Members of the time, date, and place of each annual and special Members meeting not less than 10 days or more than 60 days before the meeting date. Notice may be by any means described in Section 3-121 of the Act. The notice of any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

- (i) a statement of the general nature of any proposed amendment to the Bylaws;
- (ii) any budget changes; and
- (iii) any proposal to remove an officer or member of the Board of Directors.

(b) Any Member may at any time, in writing, waive notice of any meeting of the Association, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Association without objection to the notice of the meeting shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting. The minimum time to give notice required by Section 2.5(a) may be reduced or waived for a meeting called to deal with an emergency.

(c) Meetings of the Association may be conducted by telephonic, video, or other conferencing process as long as:

- (i) the meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (ii) the process provides all Members the opportunity to hear or perceive the discussion and to comment as provided in Section 2.10.

(d) If the Association does not notify Members of a special meeting within 30 days after the required percentage of Members request the Secretary to do so, the requesting Members may directly notify all the Members of the meeting. Only matters described in the meeting notice required by Section 2.5(a) may be considered at a special meeting.

Section 2.6. Method of Providing Notice.

(a) The Association shall deliver any notice required to be given by the Association under the Act or these Bylaws to the mailing address or the electronic mail address provided by each Member. The Association may also deliver notices by:

- (i) hand delivery to each Member;

- (ii) United States mail postage paid or commercially reasonable delivery service to the mailing address of each Unit;
- (iii) electronic means (each Member shall give the Association an electronic address that can be used for this purpose); or
- (iv) any other method reasonably calculated to provide notice to the Members.

(b) The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

Section 2.7. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Members having a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than 48 hours after the time the original meeting was called.

Section 2.8. Voting.

(a) Members shall be entitled to vote on Association matters as provided in these Bylaws and the Act. Each Unit shall be entitled to one (1) vote. Joint owners of a Unit shall vote their one (1) vote collectively through one Unit owner (the "***Voting Member***"). Upon request from the Board, joint owners of a Unit will designate the identity of such Voting Member in a writing to be filed with the Secretary.

(b) Members may vote at a meeting in person, by absentee ballot pursuant to Section 2.8(c)(iv), by a proxy pursuant to Section 2.8(d) or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to Section 2.8(e).

(c) At a meeting of the Association, the following requirements apply:

- (i) Members who are present in person may vote by voice vote, show of hands, standing, or any other method for determining the votes of Members, as designated by the person presiding at the meeting.
- (ii) If only one of multiple owners of a Unit is present, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners is present, the votes allocated to that Unit may be cast only by the Voting Member. Joint owners may designate a different Voting Member at a meeting by the agreement of a majority in interest of the owners.
- (iii) Unless a greater number or fraction of the votes in the Association is required by the Act or these Bylaws, a majority of the votes cast determines the outcome of any action of the Association.
- (iv) A Member may vote by absentee ballot without being present at the

meeting. The Association promptly shall deliver an absentee ballot to a Member that requests it if the request is made at least three (3) days before the scheduled meeting. Votes cast by absentee ballot must be included in the tally of a vote taken at that meeting.

- (v) When a Member votes by absentee ballot, the Member must provide sufficient documentation upon request to allow the Association to verify that the ballot is cast by the Voting Member.
- (d) The following requirements apply with respect to proxy voting:
- (i) Votes allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by a Member or Voting Member.
 - (ii) A Member may revoke a proxy given pursuant to this Section only by actual notice of revocation to the person presiding over a meeting of the Association.
 - (iii) A proxy is void if it is not dated or purports to be revocable without notice.
 - (iv) A proxy is valid only for the meeting at which it is cast and any recessed session of that meeting.
 - (v) A person may not cast undirected proxies representing more than fifteen percent (15%) of the votes in the Association.
- (e) The Association may conduct a vote without a meeting. In that event, the following requirements apply:
- (i) The Association shall notify the Members that the vote will be taken by ballot.
 - (ii) The Association shall deliver a paper or electronic ballot to every Member entitled to vote on the matter.
 - (iii) The ballot must set forth each proposed action and provide an opportunity to vote for or against the action.
 - (iv) When the Association delivers the ballots, it shall also:
 - (A) indicate the number of responses needed to meet the quorum requirements;
 - (B) state the percent of votes necessary to approve each matter other than election of directors;

- (C) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and
 - (D) describe the time, date, and manner by which a Member wishing to deliver information to all Members regarding the subject of the vote may do so.
 - (v) A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the Member that cast that vote.
 - (vi) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the vote required to authorize the action as satisfying the quorum requirement.
- (f) Votes allocated to a Unit owned by the Association shall be cast in any vote of the Members in the same proportion as the votes cast on the matter by Members other than the Association.

Section 2.9. Quorum. A quorum is present throughout any meeting of the Association if Members entitled to cast thirty-eight (38) of the votes in the Association: (a) are present in person or by proxy at the beginning of the meeting; (b) have cast absentee ballots solicited in accordance with these Bylaws which have been delivered to the Secretary in a timely manner; or (c) are present by any combination of subdivisions (a) and (b) of this Section.

Section 2.10. Conduct of Meetings. The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meetings and shall record in a minute book or electronic file all resolutions adopted at the meetings as well as keep a record of all transactions occurring at the meetings. Members must be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Community or the Association. Within 30 days of any Association or Board meeting, the Secretary shall distribute draft minutes to all Members.

ARTICLE 3 **Board of Directors**

Section 3.1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of no less than seven (7) and no more than nine (9) persons. All Directors shall be Members. An officer, director, manager, member or authorized agent of a corporate or limited liability company member, or general partner of a partnership, or the beneficiary of a trust that owns a Unit shall be deemed to be the Member for this purpose. Not more than one (1) owner of any Unit may be a Director at one time.

Section 3.2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and

things as are not prohibited by the Act, including the following:

(a) Prepare an annual budget, in which there shall be established the Assessment for each Member for the Common Expenses of the Association (the “**Common Expenses**”). Common Expenses shall include all monies necessary to provide for the operation, care, upkeep and maintenance of all of the Property and services of the Association. Assessments will be apportioned equally among the Units (*i.e.*, each Unit will be apportioned one-ninety-ninth (1/99th) of the total Assessment. Notwithstanding, as noted above, expenses associated with the Limited Common Elements shall be assessed to the applicable Unit(s) and/or Townhouse Association(s) to which such Limited Common Elements are assigned, equally or in any other proportion as the applicable Townhouse Association governing documents shall provide.

(b) Make Assessments against Members to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments from the Members including reasonable discounts, late fees, interest, penalties, and other costs of the collection including attorneys’ fees, and establish the period of the installment payment of the Assessment for Common Expenses.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Association.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties (which supplies, equipment and materials shall be deemed part of the Property).

(e) Collect the Assessments against the Members, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules applicable to Members and occupants of Units.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Elements, and for repairs to and restoration of the Common Elements, in accordance with these Bylaws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Act, these Bylaws and the Rules and act on behalf of the Members with respect to all matters as provided for in the Act, these Bylaws, and applicable law. The Board of Directors may determine whether to take enforcement action by exercising the Association’s power to impose sanctions or commencing an action for a violation of the Act, Bylaws, and Rules, including whether to compromise any claim for unpaid Assessments

or other claim made by or against it. The Board of Directors does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- (i) the Association's legal position does not justify taking any or further enforcement action;
- (ii) the covenant, restriction, or rule being enforced is or is likely to be construed as inconsistent with law;
- (iii) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iv) it is not in the Association's best interests to pursue an enforcement action.

The Board of Directors' decision under this subsection not to pursue enforcement under one set of circumstances does not prevent the Board of Directors from taking enforcement action under another set of circumstances, but the Board of Directors may not be arbitrary or capricious in taking enforcement action.

(j) Obtain and carry fidelity insurance and insurance against casualties and liabilities, as provided in the Act and in these Bylaws, pay the premiums therefor and adjust and settle any claim thereunder.

(k) Pay the cost of all authorized services rendered to the Association and not billed to Members of individual Units or otherwise provided for in these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Association, the Common Elements and any other expenses incurred by the Association. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Members, their duly authorized agents or attorneys, and the holders, insurers, and grantors of first mortgages, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Members. All books and records shall be kept in accordance with good accounting practices.

(m) Borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Property; provided, however, that the consent of the Members, obtained at an annual or special meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of \$50,000 Dollars.

(n) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.

(o) Do such other things and acts permitted by and not inconsistent with the Act or

these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association, and exercise all other powers that may be exercised in this state by organizations of the same type as the Association.

(p) Suspend any right or privilege of a Member that fails to pay an Assessment, provided that it may not: (i) deny a Member or other occupant access to the owner's Unit; (ii) suspend a Member's right to vote; (iii) prevent a Member from seeking election as a Director or Officer of the Association; or (iii) withhold services provided to a Unit or a Member by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

(q) Institute litigation or an arbitration, mediation, or administrative proceeding against any person, subject to and in accordance with the provisions of the Act, these Bylaws and other applicable law. The Board of Directors promptly shall provide notice to the Members of any legal proceeding in which the Association is a party other than proceedings involving enforcement of Rules or to recover unpaid Assessments or other sums due the Association.

(r) The Board of Directors shall establish a reasonable method for Members to communicate among themselves and with the Board of Directors on matters concerning the Association.

Section 3.3. Managing Agent. The Board of Directors may employ for the Association a "*Managing Agent*" at a compensation to be established by the Board of Directors, provided such compensation is in an amount and on terms as would be negotiated between unrelated third parties for similar projects. If a Managing Agent is employed by the Association, the Board may delegate, as appropriate, any of its powers to the Managing Agent. However, any such delegation must be made by way of a specific resolution passed by the Board.

Section 3.4. Election and Term of Office. At each annual meeting of the Association, the Association shall elect Directors to fill the seats of any Director whose term has expired. The term of office for Directors shall be for one (1) year unless other terms are established by the Association at any annual meeting. The Directors shall hold office until their respective successors shall be elected by the Association. Any Member eligible to vote at any meeting at which an election is properly held may nominate any person eligible to serve as a Director and may place their own name in nomination. All such nominations must be received prior to the meeting so that the nominee may be placed on the ballot. In the absence of a different due date set forth in the notice of the meeting, all nominations must be received at least two weeks prior to the meeting. Directors shall be elected by a plurality in interest of those Members present in person or by proxy. If no one is nominated for a position, nominations may be made at the meeting. An individual elected a Director shall become qualified as such upon acceptance of the position. If a Director resigns or leaves office for some other reason, the person elected to that position shall serve for the balance of the remaining term.

Section 3.5. Removal or Resignation of Directors; Vacancies.

(a) Notwithstanding any provision of the Bylaws to the contrary, Members present in

person, by proxy, or by absentee ballot at any meeting of the Association at which a quorum is present may remove any Director, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but the Members may not consider whether to remove a Director or an Officer unless that subject was listed in the notice of the meeting.

(b) Any Director whose removal has been proposed by the Members shall be given at least ten days' notice of the time of the meeting. At any meeting at which a vote to remove a Director is to be taken, the Director being considered for removal must have a reasonable opportunity to speak before the vote.

(c) Following a vote for removal of a Director, a successor may then and there be elected to fill the vacancy thus created.

(d) A Director may resign at any time and shall be deemed to have resigned upon the sale of his or her Unit.

(e) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Association via election at an annual meeting or at a special meeting of Members called for that purpose.

Section 3.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such a meeting shall be held at least following each meeting of the Association without notice. Notice of regular meetings of the Board of Directors shall be given to each Director, in the manner as from time to time determined by the Board of Directors.

Section 3.7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' written notice to each Director, given by mail, telegraph, facsimile, or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 3.8. Meeting Requirements. The following requirements apply to meetings of the Board of Directors and committees of the Association authorized to act for the Association:

(a) Meetings shall be open to the Members except during executive sessions. The Board of Directors and those committees that hold meetings may hold an executive session only during a regular or special meeting of the Board of Directors or the committee. No final vote or action may be taken during an executive session. An executive session may be held only to:

- (i) consult with the Association's attorney concerning legal matters;

- (ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (iii) discuss labor or personnel matters;
- (iv) discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (v) prevent public knowledge of the matter to be discussed if the Board of Directors or committee determines that public knowledge would violate the privacy of any person.

(b) For purposes of this Section 3.8, a gathering of Board of Directors at which the Board of Directors do not conduct Association business is not a meeting of the Board of Directors. The Board of Directors and its members may not use incidental or social gatherings of Directors or any other method to evade the open meeting requirements of this Section 3.8.

(c) At each Board of Directors meeting, the Board of Directors shall provide a reasonable opportunity for Members to comment regarding any matter affecting the Community and the Association.

(d) Unless the meeting is included in a schedule given to the Members or the meeting is called to deal with an emergency, the Secretary or President shall give notice of each Board of Directors meeting to each Director and to the Members. The notice must be given at least 10 days before the meeting and must state the time, date, place, and agenda of the meeting.

(e) If any materials are distributed to the Board of Directors before the meeting, the Board of Directors at the same time shall make copies of those materials reasonably available to Members, including without limitation on a message board, electronic message board or website, except that the Board of Directors need not make available copies of unapproved minutes or of materials that are to be considered in executive session.

(f) The Board of Directors may meet by telephonic, video, or other conferencing process if:

- (i) the meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (ii) the process provides all Members the opportunity to hear or perceive the discussion and to comment as provided in Section 2.10.

(g) Instead of meeting, the Board of Directors may act by unanimous consent as documented in a record authenticated by all the Directors. The Secretary promptly shall give notice

to all Members of any action taken by unanimous consent. The Board of Directors may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a meeting of the Board of Directors.

(h) Even if an action by the Board of Directors is not in compliance with this Section 3.8, it is valid unless set aside by a court. A challenge to the validity of an action of the Board of Directors for failure to comply with this Section 3.8 may not be brought more than sixty (60) days after the minutes of the Board of Directors of the meeting at which the action was taken are approved or the record of that action is distributed to Members, whichever is later.

Section 3.9. Waiver of Notice. Any Director or Member may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director or Member at any meeting of the Board of Directors shall constitute a waiver of notice by such Director or Member of the time, place and purpose of such meeting.

Section 3.10. Quorum. A quorum of the Board of Directors is present for purposes of determining the validity of any action taken at a meeting of the Board of Directors only if individuals entitled to cast fifty percent (50%) of the votes on the Board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors unless a greater vote is required by these Bylaws.

Section 3.11. Compensation. No Director shall receive any compensation from the Association for acting as such.

Section 3.12. Liability of the Board of Directors, Officers, Members, and Association.

(a) The Association's Officers and Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and Directors from and against all expenses and liabilities to others arising out of claims made against the Officers or Directors on account of their status as Officers and Directors unless any such claim shall arise out of an action taken in bad faith and contrary to the provisions of the Act or these Bylaws.

(b) Neither the Association nor the Board of Directors shall be liable for any failure of utility or other services, or for injury or damage to person or property caused by the elements or by any Member or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the Property, including the Common Elements, or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to any Member for loss or damage, by theft, or otherwise, of articles which may be stored upon any portion of the Property or the Common Elements. No diminution or abatement of any Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property or Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any

municipal or other governmental authority.

ARTICLE 4 **Officers**

Section 4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors (the "***Officers***"). The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. A person who is a member of the Board of Directors may be an Officer. The President and the Secretary may not be the same person.

Section 4.2. Election of Officers. The Officers shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers.

(a) Notwithstanding any provision of these Bylaws to the contrary, Members present in person, by proxy, or by absentee ballot at any meeting of the Association at which a quorum is present may remove any Officer, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but the Members may not consider whether to remove an Officer at a meeting of the Association unless that subject was listed in the notice of the meeting.

(b) At any meeting at which a vote to remove an Officer is to be taken, the Officer being considered for removal must have a reasonable opportunity to speak before the vote.

(c) A successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, including the meeting at which the Officer was removed.

Section 4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president generally including, without limitation, the power to appoint committees from among the Directors from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association

and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Members and others shall be delivered; and, in general, perform all the duties incident to the office of Secretary.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; make disbursements on behalf of the Association upon consent of the Board of Directors and shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer.

Section 4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of an amount to be set the Board of Directors (the "***Authorized Amount***") and all checks drawn upon reserve accounts shall be executed by any two (2) persons designated by the Board of Directors. All such instruments for expenditures or obligations of the Authorized Amount or less, except from reserve accounts, may be executed by the Treasurer or any one person designated by the Board of Directors.

Section 4.9. Compensation of Officers. No Officer who is also a Director shall receive any compensation from the Association for acting as an Officer.

Section 4.10. Bonds. The Board of Directors shall have the discretion to require Officers or agents hired by the Association to furnish bonds for the faithful performance of their duties, in such a manner and with such sureties, as may be fixed and required by the Board of Directors.

ARTICLE 5

Operation of Association

Section 5.1. Determination of Common Expenses and Assessments Against Members.

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least annually, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and other properties as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Bylaws, or a resolution of the Association and which will be required

during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Members of all related services.

- (ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall send to each Member at least two weeks prior to the due date of the annual assessment, a copy of the budget for the next fiscal year in a reasonable itemized form which sets forth the amount of the Common Expenses and any special assessments payable by each Member. Such budget shall constitute the basis for determining each Member's Assessment for the Common Expenses of the Association.
- (iii) The budget shall be ratified by the Members in accordance with the Act, as follows: Not later than thirty (30) days after adoption of a proposed budget, the Board of Directors shall provide to all the Members a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board of Directors shall set a date not less than ten (10) days or more than sixty (60) days after providing the budget summary for a meeting of the Members to consider ratification of the budget. Unless at that meeting a majority of all Members reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed budget is rejected, the budget last ratified by the Members continues until Members ratify a subsequent budget.

(c) Assessment of Common Expenses. The total amount of the estimated funds required from Assessments for the operation of the Association set forth in the budget adopted by the Board of Directors shall be assessed against each Unit equally (*i.e.*, each Unit will be apportioned one-ninety-ninth (1/99th) of the total Assessment.

(d) Surplus Funds. Any funds collected during any fiscal year in excess of actual expenditures and amounts dedicated as reserves for that fiscal year shall be either applied to succeeding years' expenses or refunded, pro rata, to the Members.

(e) Reserves. The Board of Directors shall include in the budget and build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Said reserves shall be maintained at a level sufficient to meet secondary mortgage market requirements. The proportionate interest of any Members in any replacement reserve shall be appurtenant to the Unit and shall not be separately withdrawn, assigned or transferred. If the reserve is inadequate for any reason, the Board may levy a further Assessment, payable as the Board determines necessary at any time. The Board will specifically earmark such capital reserve fund for stated capital purposes. The Board shall keep documentation of and treat all such funds as capital items on the Association books.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of

Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his or her allocable share of the Common Expenses as herein provided. In the absence of any annual budget or adjusted budget, each Member shall continue to pay the annual assessment at the rate established for the previous fiscal year until a new budget is approved and notice of the new payment amount is provided.

(g) Availability of Financial Statements and Project Documents. Upon the receipt of a written request by the Association from a Member or an Institutional Mortgagee, the Association shall make the most recent regularly prepared income and expense statement of the Association, the current operating budget of the Association and all project related documents, including the Bylaws, Rules, books and records of the Association available for inspection during regular business hours at the Association's or Managing Agent's office.

(h) Special Assessments. The Board of Directors, at any time, may propose a special assessment. Except as otherwise provided below, the assessment is effective only if the Board of Directors follows the procedures for ratification of a budget described in Section 5.1(b) and the Members do not reject the proposed assessment. If the Board of Directors determines by a two-thirds vote of the Directors that a special assessment is necessary to respond to an emergency:

- (i) the special assessment becomes effective immediately in accordance with the terms of the vote;
- (ii) notice of the special assessment must be provided promptly to all Members; and
- (iii) the Board of Directors may spend the funds paid on account of the special assessment only for the purposes described in the notice.

(i) Costs of Upkeep. The Members shall be responsible for the proper maintenance and repair of their respective Units. If the Board of Directors shall at any time in their reasonable judgment determine that the condition of a Unit presents a health or safety hazard to the other Units, the occupants of other Units, or third parties, the Board of Directors may, in writing, demand that the applicable Member(s) promptly correct the condition(s) and if such work is not commenced within fifteen (15) days (or such reasonably shorter period, in case of emergency, as the Board of Directors shall reasonably determine) of such request and brought to diligent completion, the Board of Directors shall be entitled to have access to the Unit solely to the extent necessary to have the work performed, and the cost thereof shall be assessed against the owner of such Unit as a Special Assessment.

Section 5.2. Payment of Common Expenses. No Member may exempt himself/herself from liability for his/her contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. Payment of any single Assessment or the first installment of an Assessment to be paid in several installments shall be due within thirty (30) days of receipt thereof. Any subsequent installments shall be due on the date set forth in the initial Assessment. All Assessments or other amounts owed not paid when due, including all interest, costs, and reasonable attorneys' fees, shall be a lien against the Member's

Unit effective as of the due date. Prior to or at the time of any conveyance of a Unit by a Member, unpaid Assessments and other amounts owed shall be paid in full and all liens discharged. Each record owner of a Unit that is owned by more than one owner shall be jointly and severally liable for all Assessments. In the event of a voluntary conveyance of a Unit, the Grantee of a Unit shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for their share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor.

Section 5.3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any Assessments for Common Expenses due from any Members which remain unpaid for more than thirty (30) days from the due date for payment thereof, unless a payment plan is negotiated with the Board within thirty (30) days after the due date. Any Assessment, or installment thereof, not paid within sixty (60) days after the due date shall accrue interest at rate of 18% per annum or other rate as may be fixed by the Board of Directors from time to time in accordance with applicable law. Any Member who fails to make such payment within such period shall also be assessed the costs incurred by the Association to collect such unpaid assessments, including reasonable attorneys' fees. All such Assessments and amounts otherwise due shall also be the personal obligation of the Member.

Section 5.4. Statements.

(a) Statement of Common Expenses. Within ten (10) days after a request by a Member, the Board of Directors shall provide the Member with a written statement of all unpaid Assessments and amounts otherwise due from the Member. The Board of Directors shall not impose a charge for the preparation of such statement.

(b) Statement of Default. The Board of Directors will make a reasonable effort to notify any mortgagee of any Unit, upon request, of any default in the performance by the Member of any obligation pursuant to the Bylaws and the Rules, which is not cured within sixty (60) days of notice to each Member of such default. It shall be incumbent on the mortgagee to ensure that the Association has a current address for purposes of giving any such notice.

Section 5.5. Actions to Foreclose a Lien.

- (a) The Association may not commence an action to foreclose a lien on a Unit unless:
- (i) the Member, at the time the action is commenced, owes a sum equal to at least three months of Common Expense Assessments based on the periodic budget last adopted by the Association pursuant to Section 5.1 (in accordance with Section 3-115(a) of the Act) and the Member has failed to accept or comply with a payment plan offered by the Association; and
 - (ii) the Board of Directors votes to commence a foreclosure action specifically against that Unit.
- (b) Unless the parties otherwise agree, the Association shall apply any sums paid by

Members that are delinquent in paying Assessments in the following order:

- (i) unpaid Assessments;
- (ii) late charges;
- (iii) reasonable attorney's fees and costs and other reasonable collection charges; and
- (iv) all other unpaid fees, charges, fines, penalties, interest, and late charges.

(c) Notwithstanding Section (a) of this Section 5.5, unless sums due the Association include an unpaid Assessment, a foreclosure action may not be commenced against the Unit unless the Association has a judgment against the Member for the sums due the Association and has perfected a judgment lien against the Unit.

(d) Every aspect of a foreclosure, sale, or other disposition under this Section, including the method, advertising, time, date, place, and terms, must be commercially reasonable.

Section 5.6. Association Rules.

(a) Before adopting, amending, or repealing any Rule, the Board of Directors shall give all Members notice of:

- (i) its intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and
- (ii) a date on which the Board of Directors will act on the proposed Rule or amendment after considering comments from Members.

(b) Following adoption, amendment, or repeal of a Rule, the Board shall notify the Members of its action and provide a copy of any new or revised Rule.

(c) The Association, directly or acting through the Board, may adopt Rules that affect the use of or behavior in Units, only to:

- (i) implement a provision of the Declaration;
- (ii) regulate any behavior which violates these Bylaws or adversely affects the use and enjoyment of the Common Elements by other Members; or
- (iii) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on Units in Common Interest Communities or regularly purchase those mortgages.

- (e) The Association's internal business operating procedures need not be adopted as rules.
- (f) Every rule must be reasonable.

Section 5.7. Required Records.

- (a) The Association shall retain the following:
 - (i) detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
 - (ii) minutes of all meetings the Association and Board of Directors other than executive sessions, a record of all actions taken by the Members or Board of Directors without a meeting, and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
 - (iii) the names of Members in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;
 - (iv) its original or restated Bylaws, Rules and all amendments to them, and all Rules currently in effect;
 - (v) all financial statements and tax returns of the Association for the past three years;
 - (vi) a list of the names and addresses of its current Directors and Officers;
 - (vii) its most recent annual report delivered to the Secretary of State;
 - (viii) financial and other records sufficiently detailed to enable the Association to comply with Section 4-109 of the Act, that governs information that must be provided to a Member that is selling a Unit;
 - (ix) copies of current contracts to which it is a party;
 - (x) records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Members; and
 - (xi) ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate.
- (b) Subject to subsections (c) and (d) of this Section, all records retained by the Association must be available for examination and copying by a Member or the Member's

authorized agent:

- (i) during reasonable business hours or at a mutually convenient time and location; and
 - (ii) upon five (5) days' notice in a request reasonably identifying the specific records of the Association requested.
- (c) Records retained by the Association may be withheld from inspection and copying to the extent that they concern:
- (i) personnel, salary, and medical records relating to specific individuals;
 - (ii) contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
 - (iii) existing or potential litigation or mediation, arbitration, or administrative proceedings;
 - (iv) existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Bylaws, or Rules;
 - (v) communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
 - (vi) information the disclosure of which would violate law other than the Act;
 - (vii) records of an executive session of the Board of Directors; or
 - (viii) individual Unit files other than those of the requesting owner.
- (d) The Association may charge a reasonable fee for providing copies of any records under this Section and for supervising the Member's inspection.
- (e) A right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Members.
- (f) The Association is not obligated to compile or synthesize information.
- (g) Information provided pursuant to this Section may not be used for commercial purposes.

Section 5.8. Act 250 Permit Requirements.

(a) Per paragraph 9G of the State of Vermont District Environmental Commission #4's Findings of Fact and Conclusions of Law dated March 19, 1980 relating to Land Use Permit No. 4C0420 (the "**Act 250 Permit**"), these bylaws shall contain a provision which protects the Town of Colchester from assuming maintenance or ownership of the common property and recreational facility. Unless this Town of Colchester requirement is removed, the Town of Colchester shall not assume maintenance or ownership of the common property and recreational facility. To the extent there still exists a stormwater permit in connection with the outfall basin located on common property (presently Stormwater Discharge Permit #4131-9050, listing the Association and the Town of Colchester as co-permittees), for which the Town of Colchester has assumed maintenance under a stormwater maintenance agreement, the terms of that maintenance agreement shall not be modified by these bylaws.

(b) To minimize Air Pollution as required by the Act 250 Permit, open burning is prohibited except in compliance with the Colchester burning regulations as defined by the Fire Department of the Town of Colchester. All bonfires over thirty (30) inches in diameter must obtain a permit from the Town of Colchester and must also obtain approval from the Board of Directors. All bonfires within the Common Elements, regardless of size, must obtain approval from the Board of Directors, which approval will require, at a minimum, proof of receipt of a permit from the Town of Colchester.

(c) All landscaping required by the Act 250 Permit must be maintained by the Association, or if on land controlled by a Townhouse Association, by the applicable Townhouse Association.

(d) Any above covenant that is mandated by the Act 250 Permit may not be amended without the approval of the District Environmental Commission.

ARTICLE 6

Insurance

Section 6.1. Coverage. The Board of Directors shall obtain and maintain, to the extent available, master policies of insurance for the benefit of the Association, from one or more insurance companies licensed in Vermont, as provided below:

Section 6.2. Casualty Insurance. In order to ensure that sufficient reconstruction or repair funds, or both, will be available to the Association if and when needed, the Board of Directors shall insure the Common Elements, in such amounts as it shall determine, to provide not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of items normally excluded from property policies (e.g., foundations, land, excavations) in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall protect against fire and all other hazards or perils customarily covered for similar types of associations and the proceeds of such insurance shall be used only for the repair, replacement and reconstruction of the Common Elements. The Board of Directors may elect such endorsements and deductible provisions as are, in its judgment,

consistent with good business practice and the purpose for which the insurance is bought.

Policies of casualty insurance hereunder shall name the Association as the insured and the person to which payment is to be made as trustee on behalf of the Members and lienholders as their interests may appear. A policy shall provide that it may not be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured.

Section 6.3. Liability Insurance. The Board of Directors shall also purchase broad form comprehensive liability coverage in such amounts and in such forms as prudent common interest community management practice suggests and affording coverage for bodily injury and property damage. A policy shall provide that it cannot be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured.

Section 6.4. Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (a) Each Member is an insured person under the policy to the extent of liability, if any, arising out of his or her interest in the Common Elements or membership in the Association.
- (b) The insurer waives its rights to subrogation under the policy against any Member or member of his or her household.
- (c) No act or omission by any Member, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 6.5. Fidelity Coverage. The Association shall obtain fidelity coverage that covers the Directors, managers, employees and volunteers responsible for handling funds belonging to or administered by the Association in such amounts and in such forms as prudent management practices suggest. Any such policy shall provide that it cannot be canceled or substantially changed, except upon at least ten (10) days' written notice to the insured.

Section 6.6. Premiums. Premiums and expenses for all insurance and fidelity coverage purchased by the Association shall be Common Expenses. Where insurance premiums are increased as a result of increased risk attributable to a particular Member, the Member at issue shall be responsible for the increase, based upon the insurance carrier's appraisal of risk inherent to said Member. A levy made against a Member for an increase in premiums may be enforced in the same manner as Common Expenses.

Section 6.7. Separate Insurance. No insurance purchased by the Association shall in any way prejudice the right of each Member to obtain insurance for his or her own Unit and the personal

property therein for his or her own benefit, nor shall the insurance purchased by the Member prejudice the Association's rights and protection under policies purchased by the Association.

Section 6.8. Adjustment; Insurance Trustee. Any loss covered by the property policy shall be adjusted with the Association, but the proceeds for that loss are payable to any insurance trustee designated in the policy for that purpose, or otherwise to the Association, in either case to be held in trust for the Association, each Member and such Member's mortgagee, as their interests may appear.

Section 6.9. Members Liability. Members shall be liable for any damage they cause to the Common Elements covered by the Association's insurance policies up to the amount of any reasonable deductible included in the Association's insurance coverage. Members shall be liable to the Association for uninsured losses or the uninsured portion of any such loss, suffered by the Association as a result of any act or omission by a Member, a Member's agent, or a Member's invitee.

ARTICLE 7 **Miscellaneous**

Section 7.1. Amendments. Except as otherwise provided herein, these Bylaws may be amended by an affirmative vote of at least fifty-one percent (51%) of the Members entitled to vote.

Section 7.2. Recording of Amendments to Bylaws. Amendments to the Bylaws that are required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any Officer designated for that purpose or, in the absence of designation, by the President.

Section 7.3. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered to a Member in accordance with Section 2.6, and if delivered to the Association or the Board of Directors, if hand delivered or sent postage prepaid to the principal office of the Association or at such other address as shall be designated in writing to the Members pursuant to this paragraph. Notices so delivered to one Member of a Unit will be deemed to have been delivered to all Members of such Unit.

Section 7.4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions thereof.

Section 7.5. Lease or Mortgage. Any Member who leases or mortgages their Unit shall provide the Association with the name and address of the lessee or mortgagee. No Member may lease their Unit for a term of less than six months.

Section 7.6. Venue and Fees. This Agreement shall be construed in accordance with Vermont law. Any dispute arising under these Bylaws or the Rules shall be litigated in Vermont Superior Court. In the event of any such litigation, the substantially prevailing party shall be awarded all costs so incurred, including reasonable attorneys' fees.

Section 7.7. Permits, Easements and Agreements. The Community is subject to Permits, Easements, and Agreements set forth on Schedule A.

Section 7.8. Protective Covenants. The Property is subject to the Protective Covenants set forth on Schedule B, which run with the land until the Expiration Date set forth therein. After the Expiration Date, the Property will continue to be subject to the Protective Covenants, provided that the Protective Covenants may be amended by the Members in accordance with Section 7.1. above at any time after the Expiration Date.

Section 7.9. Effective Date. These Bylaws shall take effect upon passage and adoption by the Association, and shall thereafter completely replace the Bylaws of the Association in effect prior thereto. By his/her signature below, the President certifies that these Bylaws were accepted and adopted by the Association by the requisite vote on November 3, 2025 and that this is a true and accurate copy of the Bylaws of the Association.

SUNDERLAND WOODS HOMEOWNERS' ASSOCIATION, INC.

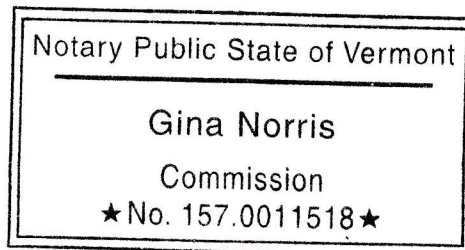
By: Kristy Brown
Name: Kristy Brown
Title: President

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Colchester, Vermont in said County and State, this 22nd day of November, 2025, personally appeared Kristy Brown, President and Duly Authorized Agent of Sunderland Woods Homeowners' Association, Inc., and she acknowledged this instrument, by her signed, to be her free act and deed and the free act and deed of Sunderland Woods Homeowners' Association, Inc.

Before me,

Gina Norris
Notary Public
Printed Name: Gina Norris
Commission No.: 157.0011518
My Commission Expires: 01/31/2025



Schedule A
Permits, Easements, and Agreements

- (a) State of Vermont Land Use Permit 4C0420 (Act 250) dated March 19, 1980, of record in Volume 62 at Page 285 of the Town of Colchester land records.
- (b) State of Vermont Land Use Permit No. 4C0420-B dated March 28, 1982, of record in Volume 785 at Page 245 of said land records.
- (c) Quitclaim Deed from Sunderland Woods Homeowners Association, Inc. and The Snyder Limited Partnership to the Town of Colchester dated June 20, 1983, recorded on July 11, 1983 in Book 85 at Page 18 of said land records.
- (d) State of Vermont Land Use Permit No. 4C0420-C dated June 13, 1996, of record in Volume 261 at Page 257 of said land records.
- (e) Stormwater Discharge Permit No. 4131-9050 dated 4/21/2023 (by the Vermont Department of Environmental Conservation), of record in Volume 945 at Page 268 of the Town of Colchester land records, and as the same may be amended from time to time. Said permit and any subsequent updates to the said permit, together with any renewals thereof or revisions thereto are of record with the Vermont Agency of Natural Resources Department of Environmental Conservation (this permit may be amended, updated or supplanted from time to time).
- (f) Maintenance Agreement for Stormwater Management Systems dated October 11, 2005, of record in Volume 646 at Pages 377-380 of said land records.
- (g) Slope easement granted by Sunny Hollow Corporation dated December 23, 1980, of record in Volume 67 at Page 110 of said land records.
- (h) Easement granted in favor of Green Mountain Power Corporation dated June 16, 1980, of record in Volume 63 at Page 449 of said land records.
- (i) Easement granted in favor of Green Mountain Power Corporation dated February 4, 1997 and recorded in Volume 270 at Page 283 of said land records.
- (j) A right of way in favor of Green Mountain Power Corporation dated February 4, 1997 and recorded in Volume 270 at Page 283 of said land records.

Schedule B Protective Covenants

The Association shall enforce the following protective covenants:

- (a) No building, or part thereof, or addition thereto shall be erected, the outside walls of which shall be less than thirty (30) feet from the street line, fifteen (15) feet from the sidelines or twenty-five (25) feet from the rear line.
- (b) Only a single dwelling structure shall be erected or maintained on the lot herein conveyed.
- (c) In the event that the Zoning Ordinance of the Town of Colchester shall at any time hereafter be replaced or otherwise become ineffective, the lot hereby conveyed and any building or part thereof, erected thereon shall not be used for retail or wholesale manufacturing purposes or occupied as a livery or sale stable or as a public garage, nor shall anything be done or permitted on said premises which may be or become a nuisance to the immediate neighbor.
- (d) No animals, fowls, except domestic pets, shall be kept on said lot and no nuisance will be permitted thereon.
- (e) Said lot shall not be subdivided for sale purposes or otherwise.
- (f) Subject to 27A V.S.A. § 3-120(d) and the federal "Freedom to Display the American Flag Act" (see 4 U.S.C. § § 1 et seq. including P.L. 109-243), no signs, signboards or advertising structures of any kind shall be erected or placed on said lot at any time except for signs advertising the property for sale.
- (g) From the date hereof, no building, fence, wall, or other structure shall be commenced, erected, maintained or placed on this lot, nor shall any addition or external alteration be made, until the design and location or alterations have been approved in writing by the Board of Directors, its successors and assigns.
- (h) From the date hereof, no tree six inches (6") or larger on the stump shall be cut until approved in writing by the Board of Directors, its successors and assign.

The burden of the covenants and restrictions and conditions above set forth shall run with the land and shall be construed as covenants real for a period of fifty (50) years from June 13, 2002, per the requirements of the previous version of these Bylaws (with June 13, 2052 being the "*Expiration Date*"). Following the Expiration Date, the covenants, restrictions, and conditions set forth in this Schedule B will continue, subject to the right of the Members to amend upon the affirmative vote of at least fifty-one percent (51%) of the Members entitled to vote, in accordance with Section 7.1. of the Bylaws.