

## DECLARATION OF COVENANTS FOR MOOSE RUN

This Declaration is made as of the 1st day of May, 2020 by **TIMOTHY A. POTVIN and THERESA P. POTVIN**, as Trustees of the **TIMOTHY and THERESA POTVIN TRUST (hereinafter collectively referred to as "Developer")**.

### BACKGROUND

A. Developer is the owner of a common access easement and right of way on which is the private road Moose Run which will serve as a primary means of ingress to, and egress from, Lots 1 and 2, and to and from Pleasant Valley Road, within a subdivision known as Moose Run as shown on plan entitled "Subdivision Plat, Timothy & Theresa Potvin, 27 Moose Run, Underhill, Vermont".

B. As shown and depicted on the Plan, the easement and right of way is 60 feet in width from Pleasant Valley Road to a point approximately 700 feet to the intersection of the private driveway to Lot 2.

C. Developer has established an unincorporated association known as Moose Run Homeowners Association to maintain and repair the aforementioned private road, including, but not limited to, necessary and reasonable maintenance, plowing, grading, repair and insurance.

NOW THEREFORE, in consideration of the above and of the covenants contained below, the Developer declares as follows:

1. **Costs of Maintenance and Repair.** Total costs of the necessary and reasonable maintenance, plowing, grading, repair and insurance of the road will be shared by the Owners of Lot 1 and 2, (a Lot Owner shall commence to be liable for such costs as soon as such Owner receives a Deed to the Lot) on an equal basis, that is, each Lot Owner shall be liable for one-half of such costs.

2. **Description of Shared Portion of Road.** The shared portion of the road shall commence at Pleasant Valley Road and continue until the intersection of the road and the private driveway to Lot 2 as shown and depicted on the Plan but shall not include the road which commences at the intersection of the road and the private driveway and runs through the remainder of Lot 1, which portion of the road shall be used exclusively by Lot 1. For purposes of clarification, only Lot 1 shall pay for the maintenance and repair of the road which commences at the intersection of the road and the private driveway to Lot 2.

3. **Damage by an Individual Lot Owner.** In the event that an individual Lot Owner is the direct cause of damage to the road, whether because of the Lot Owner's negligence, intentional act, or the negligence or intentional act of an invitee or licensee of such Lot Owner, then that Lot Owner shall be assessed the entire cost of repair of the damage.

4. **Membership in Association.** Each Lot shall be entitled to one membership in the Association, which shall be appurtenant to and may not be severed from the ownership of a Lot. The Owners of Lots 1 and 2 shall be members of the Moose Run Homeowners Association. Such membership shall be mandatory for each of the Lot Owners.

5. **Binding Effect.** The deeds to Lots 1 and 2 shall refer to the conditions and provisions of this Agreement which conditions and provisions shall run with the land.

6. **Easements.** The owners of Lots 1 and 2 shall have a non-exclusive easement in common with each other to use Moose Run for all forms of pedestrian and vehicular ingress, the construction, maintenance and repair of underground utilities, including but not limited to electrical, telephone, and cable, for construction maintenance, and replacement of surface and subsurface drainage.

7. **Collection of Fees.** The Homeowners Association will collect an annual road maintenance fee on or before December 1<sup>st</sup> of each calendar year from each of the owners of Lots 1 and 2.

8. **Road Improvements.** The road will not be blacktopped or modified in any other material fashion without the unanimous consent of the Owners of Lots 1 and 2.

9. **Maintenance of Driveways.** The road which is to be managed, maintained, and repaired by Homeowners Association, shall not include any private driveways. Each Lot Owner shall be solely responsible for the maintenance, repair, and management of the private driveway serving that Lot Owner's lot.

10. **Additional Development.** Developer reserves the right to grant additional easements over Moose Run.

11. **Amendment to Declaration.** This Agreement may be amended by the Owner of Lot 1 with notice of amendment to Owner of Lot 2, and any amendment hereto must comply with all applicable state and local laws, regulations, and ordinances. Notwithstanding the foregoing, Developer, their successors and assigns, may Amend this Declaration to add additional lots as provided in Paragraph 10 above.

12. **Operation of Association.** The Association shall be operated as follows:

A. **Meetings:** A meeting of all members shall be held at least annually, on or before May 1 of each year, at a suitable place convenient to the members. A special meeting may be called whenever a majority of the members so requests, provided at least ten days written notice is given to all members. The presence, in person or by proxy, of a majority of members shall constitute a quorum at all meetings of the Association.

B. **Officers:** The officers of the Association shall be the President, Secretary, and Treasurer. Any person may hold two or more offices, except the offices of President and Secretary. The officers shall be elected annually, shall be responsible for scheduling an annual meeting, setting an annual budget, determining the annual assessments, and collecting the assessments for each Lot.

C. **Assessments:** Allocation of and the payment of the assessments shall be as provided herein.

13. **Payment of Assessment.** Each Lot Owner shall be responsible to pay its share of the budget as established by the Association on or before July 1 each year (the "Assessment").

14. **Lien for Assessment: Non-Waiver: Collection.** The Assessment, together with interest, cost, and reasonable attorney's fees incurred to collect the Assessment, shall be a lien upon the Lot to which the assessment applies.

No Lot owner shall be exempt from liability for Assessments by attempted waiver of use of the road or by any other reason. Before any conveyance of a Lot, all Assessments with respect to the Lot shall be paid in full to the Association. Any Assessment not paid within ten days of its due date shall bear interest from the due date at the rate of 1% per month (12% per annum), or at the legal rate permitted by law, whichever is less.

IN WITNESS WHEREOF, we, Timothy A. Potvin and Theresa P. Potvin, Trustees, have executed this Trustees' Declaration of Covenants for Moose Run this 1st day of May, 2020.

TIMOTHY A. POTVIN and THERESA P. POTVIN FAMILY TRUST

By: \_\_\_\_\_  
TIMOTHY A. POTVIN, TRUSTEE

By: \_\_\_\_\_  
THERESA P. POTVIN, TRUSTEE