

EAST MONTPELIER TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
THIS 1 DAY OF DECEMBER 2003
AT 9 O'CLOCK AM
RECORDED IN V.T. RECORDS BOOK 88 PAGE 188-786
ATTORNEY: [Signature] TOWN CLERK

DECLARATION OF RESTRICTIVE COVENANTS

Anthony C. Cassani and Jean M. Cassani (hereinafter called "Owner") are the owners of a parcel of 10.86 acres, be the same, more or less, subdivided into seven Lots on the northerly side of U. S. Route 2, East Montpelier, Washington County, Vermont, shown on a plan entitled: "Plot of Survey Showing Subdivision Prepared for Anthony C. and Jean M. Cassani, Town of East Montpelier, Washington County, Vermont," by Harold N. Marsh dated December 22, 2003, and revised December 29, 2003 recorded as Map 184 in Map Slide 97 of the East Montpelier Land Records. The parcel is all and the same lands and premises conveyed to Anthony C. Cassani and Jean M. Cassani by warranty deed of Frieda M. Battles dated October 26, 1995 and recorded in Book 56, Page 438 of the East Montpelier Land Records.

In order to maintain and enhance the character of all Lots in the subdivision, the Owner hereby declares and establishes the following Restrictive Covenants for the mutual benefit of all Lots or parts thereof; all seven Lots as shown on said Plan are subject to these Restrictive Covenants;

1) Effect of Covenants Unless otherwise indicated, all Restrictive Covenants are imposed on and run with the land constituting the seven Lots and access road shown on the Plan and bind the Owner, the purchasers of Lots, and their respective heirs, assigns, grantees, legal representatives and mortgagees. The failure to refer specifically to the Covenants, or to include or incorporate the Covenants in any conveyance or instrument pertaining to any Lot shall not affect the validity and effectiveness of these Covenants. These Covenants shall become effective upon recording in the East Montpelier Land Records.

2) Use of Lots Each Lot shall be used for residential purposes only. Customary home occupations may be conducted and professional home offices may be maintained in the residences

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constructed on the Lots; no industrial activities and no commercial activity inconsistent with a residential occupancy because of its nature or scope may be conducted on the Lots or in the buildings constructed thereon.

3) Permits

(a) The lots are subject to Wastewater Permit WW-5-2097 dated March 24, 2003 and recorded in Book 77, Page 441-42 of the East Montpelier Land Records; WW-5-2097-1 dated May 10, 2006 and recorded in Book 93, Page 209-11 of the East Montpelier Land Records. The property may become subject to additional permit amendments.

(b) The owners of lots 4,5,6 and 7 shall share equally in the cost of construction and maintenance of the community leachfield, the collection pipe leading to said leach field from the outlet end of each pipe leading from individual septic tanks to the collection pipe, distribution box, pump chambers, pumps and other common septic facilities (Septic Facilities). At such time as Lots 1, 2 or 3 connect to the Septic Facilities, the owner of the connecting lot will pay to the owners of Lots 4, 5, 6 or 7 a sum equal to one-seventh of the cost of installation of the Septic Facilities. All connected property lot owners will share equally in the cost of maintenance of said leach field and Septic Facilities.

4) Structures Permitted With the exceptions set forth below, the only structures permitted on a Lot shall be single family dwelling structure of at least 1,800 square feet of living area, one garage of no more than three car capacity, home workshop, stable and woodshed. Other structures customarily associated with residences such as tennis courts, fences or pools may be installed subject to approval of the applicable zoning and development requirements, if any.

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The existing dwelling and barn on Lot 1 may be maintained, and the dwelling may serve as a two family residence.

Notwithstanding the foregoing, four or more lots may be combined in one ownership for the purposes of constructing multifamily housing (subject to state and local permit requirements).

No temporary building, shed, trailer or structure shall be erected or placed on a Lot unless necessary for and during the active phase of construction. No building, fence, wall or other structure shall be commenced, erected, or maintained on any lot until the plans and specifications showing the nature, shape, height, materials and location of same has received the prior written approval of the Owner. There shall be no exterior addition, change or alteration to any approved structure until the plans and specifications showing the nature, shape, height, materials and location of same have received written approval by Owner. In approving specific plans, Owner will be guided by the principle that the structures and other improvements will become part of the landscape and blend into their surroundings. Owner shall not be unreasonable in approving building plans provided that the plans meet minimum construction standards and to assure construction of buildings compatible with the area and surrounding construction. The approval right shall expire upon the satisfactory completion of one single family residence on each lot in the subdivision.

5) Mobile Homes No mobile home or doublewide mobile home as that term is defined in Vermont statutes shall be used or kept on a Lot at any time. Any motor home or camper shall be stored in a garage or out of sight from roads or dwellings on other lots.

6) Utility Lines All utility lines and utility source connections to the buildings constructed on the Lots shall be constructed underground. Utility lines may be constructed in the common

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drive which serves as access to the Lots. The Owner reserves all rights necessary for the construction of underground utility lines, pipelines and systems for the distribution of electricity, telephone service, and other utility services to the Lots; this reservation is not intended to require the Owner to do the installations which shall be done at the expense of the individual Lot owners.

7) Common Right of Way Each Lot owner, their heirs and assigns, shall have a right of way in common with other Lot owners, their heirs and assigns, and the Owner, their heirs and assigns, in a common road the location of which is shown on the above-referenced plan as Proposed Road for purposes of driveway construction, utility line installation and access to their respective Lots. Each lot is conveyed subject to and with the benefit of a common easement for a twenty-four (24) foot wide road within the sixty (60) foot wide easement as shown on said plan. The road shall be constructed according to Town of East Montpelier road specifications.

The owners of Lots 4, 5, 6, and 7 will share equally in the cost of construction of the road leading from U.S. Route 2 to those lots; the owners of Lots 2 and 3 will share equally in the cost of construction of the road leading to those lots from its eastward turn on Lot 4. Each lot owner shall be responsible for the cost of construction of their individual driveway to the road.

If any of such lot owners advances more than their lot's proportionate share of the cost of building said road, other lot owners will pay to the lot owners, or owner who have constructed the road a proportionate part of the cost of building the road (one quarter or one half) as the case may be.

The cost of maintaining the road once constructed shall be shared by all lot owners in equal shares except that the owners of Lots 2 and 3 shall not have to pay a proportionate share of the maintenance until such time as the road is extended to Lot 2 or 3.

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8) Fuel Tanks Any fuel or other tank shall be buried, fenced, or walled off sufficiently to be concealed from view.

9) Grounds Maintenance Grounds shall be maintained so as not to detract from the appearance of the adjacent Lots and in a manner in keeping with residential home sites. No trash, garbage, rubbish, refuse or other solid waste of any kind, including inoperable or unregistered automobiles, appliances or furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of the property. Garbage and similar solid waste shall be kept in sanitary containers, and the container will be screened from general view by landscaping or fencing. The burning of any type of garbage or trash within the development is prohibited. Wood piles shall be properly screened.

10) Animals No commercial livestock operation shall be maintained on any Lot. Dogs, cats or domestic pets accompanied or controlled by the owner and horses are permitted. No Owner shall allow any such animals to become a nuisance to other Owners.

11) Construction of Buildings The exterior of any building constructed on any Lot shall be completely finished and the grounds surrounding same shall be graded and landscaped within twelve months from the date of commencement of construction of such building. No building shall be left with an unfinished exterior.

12) Savings Clause These Restrictive Covenants are made for the benefit of all the owners of the seven lots shown on the Plan. All persons having an ownership interest in any lot shall have the right to stop or prevent the violation of these Restrictive Covenants by injunction or other lawful procedure. In the event that any court shall invalidate in whole or in part any of the within Covenants such invalidation shall not affect the remaining Covenants which shall remain in full

force and effect.

13) Enforcement Should the Owner fail, neglect or refuse to enforce any of the Covenants after a violation is alleged to have occurred, such failure, neglect or refusal shall not be deemed a waiver of the Covenant so as to permit the continued existence of such violation or a similar violation by others. The Owner shall have no duty to others to enforce these Restrictive Covenants.

No state or local zoning or other permit or permit amendment sought by the owners shall be opposed by any lot owner.

14) Modification The Owner reserves the right to modify lot lines or create additional covenants for Lots 4 through 7 before sale of such lots. Such modifications shall become effective when executed in writing by the Owner and recorded in the East Montpelier Land Records.

After the sale of three lots, the Covenants created herein may be waived, abandoned, terminated, altered, or changed as to all the lots or any portion thereof, upon the written consent of more than seventy per cent (70%) of the record title owners of all lots (where each lot is entitled to one vote). Such waiver or abandonment, termination, modification, alteration or change shall become effective when executed in writing and recorded in the East Montpelier Land Records.

15) Duration These covenants shall be in full force and effect and shall run with the land for a period of twenty-five (25) years from the date of the recording of these Covenants in the East Montpelier Land Records. After twenty-five (25) years from the date of recording, these Covenants shall be automatically extended for successive periods of five years unless an instrument signed by the then owners of seventy percent (70%) of the lots is recorded agreeing to a change or termination

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of the Covenants. The owner shall have the right to assign its rights as owner to another who purchases four or more lots.

Dated at Montpelier, Vermont, this 30th day of July, 2007.

[Signature]
Witness

[Signature]
Anthony C. Cassani
[Signature]
Jean M. Cassani

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At Montpelier this 30th day of July, 2007, Anthony C. Cassani and Jean M. Cassani personally appeared and they acknowledged this instrument, by them subscribed, to be their free act and deed,

before me *[Signature]*
Notary Public.

My commission expires: 2/10/11

VALSANGIACOMO,
NICHOLA E. MALFESTEN INC.
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East Montpelier Town Clerk's office 01 August A.D. 2007 at 09:05 o'clock P.M.
Received for record a document which the foregoing is a true copy.

ATTEST: *[Signature]*
Town Clerk