

WESTHELLE PROPERTY  
Fayston, Vermont

COVENANTS AND RESTRICTIONS

Robert C. Westhelle, Mary M. Westhelle, Michael K. Westhelle and Karen Westhelle (hereinafter referred to collectively as "Westhelle") hereby declare certain land owned by them as more particularly described hereinafter, to be subject to the following Covenants and Restrictions.

1. LAND AFFECTED

The land affected by these Covenants and Restrictions is part of all of that land acquired by Michael K. Westhelle, Karen Westhelle, Robert C. Westhelle and Mary M. Westhelle from Keith Van Buskirk by warranty deed dated November 14, 1995 and recorded in Book 68, Pages 420-422 in the land records of the Town of Fayston, Vermont.

The land is more particularly shown on a certain survey map entitled, "Lots 1-7 Westhelle Subdivision by Glenn Towne dated October, 1998, which is recorded in Book 10, Page 3 in the land records of the Town of Fayston (the "Map"), being Lots 1-6 only as shown on the Map.

2. TERM

These Covenants and Restrictions shall be perpetual but may be amended, modified or terminated as follows:

- A. Prior to the sale of the first lot in the subdivision by Westhelle.
- B. During the first ten (10) years after the recording of these Covenants and Restrictions by a vote of five (5) of the lot owners within the subdivision.
- C. After the previously mentioned ten (10) years, by a vote of the majority of the lot owners within the subdivision.

3. SCOPE

These Covenants and Restrictions shall run with the land and shall bind and inure to the benefit of each and every owner and occupant of every lot in the subdivision and shall be binding upon and inure to the benefit of Westhelle, the grantees in the subdivision, and their respective heirs, executors, administrators, successors and assigns. Nothing in these Covenants and Restrictions is intended to create a common scheme with respect to Lot 7 as shown on the Map, nor shall these Covenants and Restrictions affect Lot 7. For purposes of these Covenants and Restrictions, the term "subdivision" shall refer only to Lots 1-6.

#### 4. PURPOSE AND CONSTRUCTION

The purpose of these Covenants and Restrictions is to preserve maximum freedom of enjoyment of the land to individual owners consistent with consideration for, and non-interference with, the enjoyment of the land in the subdivision by others and a mutual respect for the environment, its conservation, its protection and its harmonious development. These Covenants and Restrictions shall be construed so as to be consistent with and in furtherance of these purposes.

#### 5. ENFORCEMENT

These Covenants and Restrictions may be enforced by individual owners of lots or Westhelle or their respective, successors, heirs and assigns as well as owners of Lot 7. In the event any lot owner fails to comply with any of the terms of these Covenants and Restrictions, they shall be liable for all costs associated with the enforcement of these Covenants and Restrictions, including but not limited to attorneys fees and court costs. Furthermore, notwithstanding the ability to assess monetary damages, a breach of these Covenants and Restrictions shall entitle a person who seeks to enforce the terms hereof with injunctive relief, together with such other rights and remedies they may be entitled to both in law and in equity.

#### 6. SUBDIVISION

Subdivision of any of the lots so that there would be a lot that is less than ten (10) acres is expressly prohibited.

#### 7. USES PERMITTED OR PROHIBITED

A. Lots 1-6 shall be used for single family residences only, together with normal and ancillary structures, and in the event that Lot 5 is subdivided such that there is created two or more lots, then each of those lots may be used for single family residences only, together with normal and ancillary structures. Nothing herein shall prevent the rental of dwellings constructed on the lots, provided it is for rented for residential uses. And nothing shall prevent the use of the structures for professional purposes such as architect, accountant, artist or similar occupations, provided the same is ancillary to the residential use.

B. All power and utility lines of whatever nature shall be installed underground. There shall be no satellite dishes or similar devices for reception or transmission larger than eighteen inches (18") in circumference.

C. Robert C. Westhelle or Mary C. Westhelle, for so long as either of them own any lot or an interest in any lot within the subdivision, and/or Lot 7 shall have the right, but not the obligation to approve improvements to be constructed or placed on any of the lots, which right of approval shall include the architectural design, color scheme and location of the improvements. Notwithstanding that either of them grants approval, nothing shall be deemed to imply that they are responsible for such construction, the permits or the like arising out of the approval. A person who seeks approval in accordance with this provision shall provide Robert C. Westhelle and Mary

Westhelle plans which shall be sent certified mail return receipt requested to the address that the Town of Fayston lists as their address for the purposes of sending real estate tax bills. The plans must be sufficiently detailed to permit them to have adequate information to form a judgment to either deny or approve the plans, and must include the address to which the denial or approval is to be returned. In order to verify approval, a person must file the approval letter in the land records of the Town of Fayston, otherwise it shall be deemed a violation of these Covenants and Restrictions.

D. No trees shall be cut within fifty (50) feet of the boundaries of any lot.

E. The exterior of any structure constructed or placed on a lot shall be completed and the surface of the disturbed earth seeded or otherwise graded within twelve (12) months from the commencement of construction or placement.

F. All lots shall be maintained in a neat and attractive manner.

# 8. USES PROHIBITED

All commercial uses on Lots 1-6, except to such extent as the uses under paragraph 7 above are deemed commercial uses, shall be prohibited.

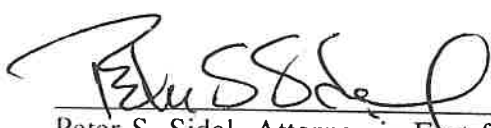
# 9. SUBDIVISION PERMIT

The land affected by these Covenants and Restrictions is further subject to the requirements of the Town of Fayston Subdivision Permit No. 91-1 and Town of Fayston Subdivision Permit No. 95 and Town of Fayston Subdivision Permit with final approval dated August 4, 1998.

IN WITNESS WHEREOF, Robert C. Westhelle, Mary M. Westhelle, Michael K. Westhelle and Karen Westhelle through their attorney in fact Peter S. Sidel have hereunto set their hands and seals this 11<sup>th</sup> day of June, 1999.

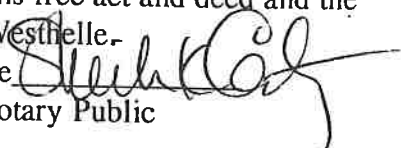
IN PRESENCE OF

Witness

  
Peter S. Sidel, Attorney in Fact for  
Robert C. Westhelle, Mary M. Westhelle,  
Michael K. Westhelle and Karen Westhelle

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

At Waitsfield, this 11<sup>th</sup> day of June, 1999, Peter S. Sidel personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed for Robert C., Mary M., Michael K. and Karen Westhelle.

Before me,   
Notary Public

**FAYSTON TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD**

DATE 06/17/99 TIME 1:25 A.M.

RECORDED IN BOOK 77 PAGE 197-199

ATTEST Virginia Vanecko TOWN CLERK