

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SUCRE ARETTE  
GERMAN FLATS ROAD, FAYSTON, VERMONT**

The following covenants, conditions and restrictions are hereby imposed and made applicable to the land owned by Hutchinson DuBosque, Trustee of the Hutchinson DuBosque Revocable Trust dated May 11, 1993, (hereinafter "Grantor") in the Town of Fayston, Vermont, being a seven lot subdivision as shown on a plan entitled "Survey and Subdivision of the Lands of Sucre Arette, German Flats Road, Fayston, Vermont", prepared by McCain Consulting, dated June 29, 1999, and recorded in Map Book 10 at Page 19 of the Fayston Land Records.

1. Subdivision Prohibited. Except for boundary line adjustments between adjacent lots, no lot shall be further subdivided for the purpose of sale, lease or other purpose unless written consent is obtained from the majority of the owners of lots within the Sucre Arette Subdivision.

2. Structures Permitted. The only structures permitted on each lot shall be not more than one single family dwelling with a minimum of 1,500 square feet of living area above grade, one garage of not more than three-car capacity and/or a barn of appropriate design and size for the setting, unless written consent is obtained from the Grantor, his heirs, successors or assigns.

3. Approval of Architecture, Construction and Site Plans. No building, building additions, site alteration, outbuilding, exterior lighting, or new construction of any nature, may be made by an owner or other person unless the architectural, site and landscape plans, and design and construction drawings and specifications comply with the following conditions:

- A. The exterior colors of siding, roofs and improvements shall blend with the natural surroundings.
- B. All construction shall meet the prescribed zoning setbacks as established in the Fayston Zoning Ordinance.
- C. Metal roofing materials used on any buildings shall be painted or coated to reduce the possibility of a glare caused by the reflection of the sun.
- D. All exterior lighting utilized on any lot shall be designed and installed so that it results in light sources which are shielded from offsite, illuminates only the area intended, and is not generally visible from other lots or area roadways.
- E. So long as Grantor owns any of the subdivision lots, all plans for construction within the subdivision must be approved by Grantor (or his legal representatives, heirs, successors and assigns). Said approval or denial shall be issued within 30 days of the receipt of a request for such

approval. (Failure to issue an approval or denial as aforesaid shall be deemed approval). Approval shall not be unreasonably withheld. Any denial shall be accompanied by a written explanation of why the plans were not approved.

4. Water Conservation. All residential dwellings shall be equipped with water-conserving plumbing fixtures, including but not limited to, low-flush toilets, low-flow showerheads (three gallons per minute or less), and aerator-type or flow restricted faucets.

5. Removal of Trees and Grounds Maintenance. It is the intent of the Grantor to maintain privacy of the lots, to preserve the natural setting to enhance views and to minimize visibility of structures from other locations. In accordance with those objectives, the following requirements are established:

- A. On any lot where the house site is to be located in an existing wooded area, no live trees which are of 6" caliper or greater as measured 48" up from the ground, currently providing natural screening from neighboring lots shall be removed, limbed or girdled except as is necessary for the construction of buildings, installation of driveways, site and landscape development and/or to develop initial views. Clear cutting is further limited to the lesser of 1/2 of 1 acre or the build foot prints plus 1/4 acre. The specific intent of this condition is to maintain the generally wooded character of those sites, and to prevent the new homes and buildings from being unduly visible from area roadways and neighboring properties. This condition shall not prevent the normal maintenance and upkeep of the forested areas to the full use and enjoyment of the land owners in accordance with accepted forest management practices.
- B. Grounds shall be maintained so as not to detract from the appearance of the development, and in a manner in keeping with residential homesite. No junk cars shall be permitted to remain on any lot. (A junk car is defined as any car not currently registered or inspected for legal operation on Vermont highways within 30 days of discovery, unless stored inside an enclosed garage).
- C. No rubbish or debris shall be allowed to be stored or allowed to accumulate on a lot outside of the structures.

6. Uses Permitted. Only residential use of a lot is permitted; provided, however, that this restriction shall not generally exclude home occupations permitted by the Fayston Zoning Bylaws then in effect, provided that the occupation does not involve on premises advertising, outside storage of materials or construction of structures. So long as Grantor owns any lots in the subdivision, his approval is required on a case-by-case basis prior to the commencement of any home occupation use on the property.

7. Driveway Construction. All private driveway aprons shall be seeded and mulched from the time of disturbance, until such time as permanent vegetative cover can be established.

8. Roadway Right-of-Way. The Grantor hereby dedicates and establishes in favor of each lot, as an appurtenance thereto, a nonexclusive easement and right of way which, in combination with the Town right of way extending from German Flats Road, will have a width of 50 feet. Said easement and right of way shall be on both sides of the Town right of way from the point on Lot E where Grantor owns land on both sides of the Town right of way. Each lot upon which the easement and right of way is located is hereby made subject to said encumbrance in favor of maintenance and access.

The owners of Lots A, B, C and D shall each be responsible for 25% of the total roadway maintenance expenses and the owners of Lots E, F and G shall each be responsible for 75% of said maintenance expenses. Additionally, the owners of Lots E, F and G shall be solely responsible for restoration and improvement costs, not considered routine maintenance expenses, for that portion of the roadway serving Lots E, F and G only (northerly of the Sugar Run access road). The above provisions regarding roadway maintenance shall remain in force and effect only until such time, if ever, as the roadway shall become a Class III highway with a width of 50 feet. The Town of Fayston has no obligation to upgrade and maintain said roadway and has expressly disavowed any maintenance responsibility for said roadway, except as arises from its Class IV highway status.

9. Driveway Rights-of-Way. Lots A, B, C and D share a driveway for a distance of approximately 200 feet. Each lot shall have a non-exclusive easement and right of way 30 feet in width, centered on the driveway as built as a common driveway. The portion of the driveway used in common shall be maintained and repaired solely at the expense of the four lots. However, any damage caused to the roadway by an owner, their invitees, guests, agents, employees or contractors, shall be promptly repaired at the sole expense of the owner.

10. a. Utility Lines. To the extent practicable, all service lines for utilities, including electrical, telephone and cable television lines, leading to all structures erected on any lot shall be installed and placed underground by the lot owner from that particular transclosure designated by the Grantor, his heirs, successors and assigns. The Grantor, his heirs, successors and assigns, had reserved an easement and right-of-way over, upon and beneath that portion of each lot located within fifty (50) feet of the center line of the access road for the purpose of installing transclosures, laying utility lines and/or service pipes over or under the lots and for the purpose of replacing, repairing and maintaining such line's and/or pipes. There is hereby established in favor of each lot owner a right-of-way and easement to layout, maintain and replace underground service lines and/or pipes from the designated transclosures to the owner's lots.



b. Sewer Easement Areas/Sewer Line Easements. The Grantor, his heirs, successors and assigns, specifically reserves additional easements across certain lots within the subdivision for the purpose of installing, maintaining, and repairing the various components of the sewage collection systems. The general location of said easements as shown on plans entitled Site Plan Water Sewer Topography, Sheet 2 of 7, dated December 14, 1998, last revised March 11, 1999, recorded in Map Volume 10 at Page 21 of the Town of Fayston Land Records and Sheet 3 of 7 dated December 14, 1998, last revised June 28, 1999 as recorded in Map Volume 10 at Page 22 of said Land Records.

11. Signs. One sign, not exceeding an area of two square feet, is permitted on each lot, provided that it is not lighted. One additional sign identifying the subdivision, and/or subdivision roadway, is permitted provided it is in compliance with the Fayston Zoning Bylaws.

12. Noise Polluting Devices. The operation of noise polluting devices such as motorcycles, trail bikes, all-terrain vehicles, go-carts, or machines for traveling across snow is permitted only on the individual lot. Such use is limited to no more than two (2) machines at one time and during daylight hours only. Notwithstanding the above, such use shall not be a nuisance for the owners of surrounding properties. The operation of lawn mowers, chainsaws, tractors, or other noise-producing devices used in connection with the maintenance of property shall be permitted only during daylight hours.

13. Animals. Animals, livestock, or poultry of any kind shall not be kept or raised on any lot except for the private use and enjoyment of the lot owner. Dogs, cats or other common household pet may be kept on a lot. No commercial exploitation of any animal shall be permitted without the express written consent of the Grantor, his heirs, successors or assigns. All dogs shall be fenced, restrained, leashed or otherwise kept under direct control by their owners at all times.

14. Construction. Construction of any building shall be completed within one year of the commencement date of the foundation work, with general landscaping of the lot and the site plan, as approved by the Grantor, his heirs, successors and assigns, completed within 18 months of the date of the commencement of the foundation work.

15. Sewage Disposal Systems. All lots shall be served by the waste water systems as noted on the overall and individual site plans.

16. Protection of Natural Resources. All lot owners, their heirs, successors and assigns, shall comply with all applicable conditions of the Fayston subdivision approval, the Agency of Natural Resources subdivision permit and any other permits relating to the project.

17. The covenants and restrictions contained herein shall run with the land and be in full force and effect for a term of 20 years from the date hereof and shall continue for additional terms of 10 years unless a majority of the lot owners vote to amend, modify or terminate the covenants and restrictions. Amendment or modification during the initial term or extended terms

shall require the affirmative vote of two-thirds of the lot owners, provided that no amendment may modify, amend or terminate rights benefiting a particular lot without the affirmative vote of the lot owner. Each lot shall be entitled to one vote and the owners thereof shall determine among themselves how to cast the vote.

18. The Grantor or any lot owner or the development association may enforce the covenants and restrictions contained herein. The prevailing party shall be entitled to recover all reasonable costs and expenses, including attorney's fees, arising from said enforcement action.

19. By acceptance of a deed to any lot in the subdivision, the Grantees shall accept all obligations contained in the Declaration and By-Laws of the subdivision.

Dated as of the 30th day of December, 1999.

IN THE PRESENCE OF:



Hutchinson DuBosque - Trustee  
Hutchinson DuBosque, Trustee

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At South Burlington, in said County and State, this 11<sup>th</sup> day of May, 2000, personally appeared HUTCHINSON DUBOSQUE, Trustee, and he acknowledged the above instrument, by him signed and sealed, to be his free act and deed and the free act and deed of the Hutchinson DuBosque Revocable Trust dated May 11, 1993.

Before me:

  
Notary Public

FAYSTON TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD

DATE 05/16/2000 TIME 9:00 AM  
RECORDED IN BOOK 79 PAGE 579-583  
ATTEST Virginia Veneck TOWN CLERK