

p. 9-12

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That I, Preston H. Peters, of Fayston in the County of Washington and State of Vermont, hereby declare that the lands and premises in said Town of Fayston owned by me, known as Lockwood Brook subdivision, comprising all and the same lands conveyed to me by Else Karter and Michael Manlin by deed dated October 27, 1971, recorded in Volume 25 at page 492 of the Land Records of said Town of Fayston, and every part thereof, are and shall henceforth be subject to the following covenants and restrictions:

1. The land in said subdivision shall be used only for private residential purposes, and shall not at any time be used for any commercial purpose, nor shall any trade, business, manufacture, mining or quarrying be conducted thereon.

2. Not more than one dwelling, with appurtenant structures, may be constructed or maintained on any lot in said subdivision which is less than two acres in area, nor shall any lot of less than two acres be subdivided or sold in parts smaller than the whole.

3. Not more than two dwellings, with appurtenant structures, may be constructed or maintained on any lot two acres or more in area. Any such lot may be subdivided into not more than two separate lots, subject to applicable zoning bylaws and other governmental regulations.

4. Each dwelling shall contain a minimum of 1,000 sq. feet of living area, exclusive of any unfinished porch, basement

or garage.

5. All service lines for utilities, including electricity and telephone service, shall be placed underground.

6. No house trailer or mobile home shall be placed or maintained on any lot, nor shall any tent, shack, garage or barn or any temporary structure be used as a temporary or permanent residence.

7. No livestock or animals, other than domestic pets, may be kept on any lot, and no animals shall be kept or bred for commercial purposes.

8. In order that the natural beauty of the area shall be preserved, no timber or trees may be cut on any lot except as necessary to develop the same in accordance with these covenants.

9. No building or structure shall be placed or constructed on any lot unless the exterior architectural plans and site have been submitted and approved in writing as hereinafter provided. So long as Preston H. Peters retains an interest in any land in the subdivision, such plans shall be submitted to and must be approved by said Preston H. Peters. Thereafter, the same must be submitted to and approved by a committee of three persons selected for this purpose by majority vote of the lot owners, the owner or owners of each lot being entitled to a single vote in the selection thereof. Any plans not disapproved within fifteen days following submission shall be deemed approved, and approval shall not be unreasonably withheld.

10. No building or structure, or part thereof, shall be located closer than 50 feet from any public highway, or closer

than 25 feet from any property line.

11. Any building or structure must be completed not more than one year following the commencement of construction.

12. No unlicensed motor vehicles shall be kept or maintained on any lot.

13. In the event of a conflict between these restrictions and any applicable zoning bylaws, whichever provision imposes the greater restraint or restriction shall govern.

14. These restrictions may be modified at any time with the written consent of the record owners of at least four-fifths (4/5) of the total land area in said subdivision.

15. Each individual lot owner or owners shall be responsible for a pro rata share of the cost of maintenance of roads in the subdivision, including snow removal, and each owner shall maintain a membership in any non-profit association of lot owners which may be formed for the purpose of providing for road maintenance and other common services, and shall pay such assessments as may be reasonably made for such common services.

16. These restrictions shall be deemed to be covenants running with the land, both as to benefit and burden, and the same shall be binding on, and shall inure to the benefit of, all present and future owners of lots in said subdivision, and their respective heirs and assigns.

IN WITNESS WHEREOF I hereunto set my hand and seal this  
29th day of January, 1973.

In the Presence of:

John G. Hutchins.

Albert A. [unclear]

Preston H. Peters  
Preston H. Peters

STATE OF VERMONT )  
 ) ss.  
Washington County )

At Waitsfield this 29th day of  
January , 1973

Preston H. Peters personally appeared, and he duly acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed.

Before me, John G. Hutchins, Jr.  
Notary Public

Fayston Town Clerk's Office, February 6, A.D. 1973 at 12 o'clock and 10 minutes P.M. received for record the foregoing instrument. A true copy,

Attest Ruth W. Kimball  
Town Clerk