

The following covenants, restrictions and agreements are hereby made applicable to the lots in the so-called High Farm Subdivision located in the Moscow section of Stowe, Vermont:

1. Wherever Grantor is used, shall be construed to mean Richard G. Cooper, his heirs, successors and assigns.

2. Grantees covenant for themselves and their heirs, successors and assigns, that the real property conveyed them shall be owned, possessed, conveyed and sold subject to the following restrictions, covenants, easements or other limitations upon the construction and occupancy of the property conveyed, which are to run with the land as part of a common plan.

3. SUB-DIVISION PROHIBITED

The residential lots indicated on the map entitled HIGH FARM SUBDIVISION, MOSCOW, VERMONT shall not be sub-divided for sale, lease or other purposes.

4. STRUCTURES PERMITTED

The only structures permitted on the premises, shown on the above referred to Plan are; no more than one single family dwelling with a minimum of 1500 square feet of living area, one garage of not more than 3 car capacity, and workshop of appropriate design, finish and relative size, or one stable of appropriate design. All plans for the construction or exterior remodeling of any structures upon the lots, including all architectural, site and landscaping plans, must be submitted to and approved by the Grantor, prior to the commencement of any construction upon the lots. The Grantor shall have the right to approve all aspects of the construction including but not limited to the proposed site for the structures, their exterior form, materials, color and the finish grade elevation. Exterior roofing materials shall be cedar shingles unless otherwise approved by Grantor. Insulation of at least "R-19" shall be installed in all side walls and insulation of at least "R-38" shall be installed in all ceilings and over all unheated places.

No apartments shall be maintained in any of the structures.

No structures shall be permitted on lots 11, 12, 1 or 2 between the main roadway and Town Highway #1 in the designated "No building zone".

Zoning bylaws of the Town of Stowe, Section 12 - Planned Residential Development (PRD), require building setbacks of 150 feet along the outside boundary of the project. The remaining building setbacks along internal lot boundaries shall be 75 feet unless otherwise stated.

The building heights shall conform to Local Zoning Regulations, but shall not exceed 30 feet at any point.

-2-

No temporary structures shall be constructed upon any lot in the development. However, during construction of residential structures or garage, workshop structures, temporary structures may be erected for the contractor's use and benefit, but shall not be occupied for residential purposes. Temporary buildings shall be removed not later than one year from the commencement of construction.

No house trailers, mobile homes, motor homes, or campers shall be placed on the property at any time unless garaged. This restriction does not prohibit the use of small utility trailers.

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5. CUTTING AND REMOVAL OF TREES

It is the intent of the covenantor to maintain privacy of the lots, to preserve the natural setting and landscaping of the several lots, and to preserve and enhance views. In accordance with those objectives, no live trees shall be felled, moved, re-moved, or girdled; except as is necessary for the construction of buildings, installation of driveways, or site and landscape development, as approved by the Grantor pursuant to Section #4, without the express written consent of the Grantor, which consent will be will not unreasonably withheld.

6. GROUND MAINTENANCE

Grounds visible from the main roadway, shall be maintained so as not to detract from the rustic, harmonious appearance of the development, and in a manner in keeping with residential home sites. All meadows, shall be cut, moved, or brush hogged on an annual basis, at the expense of the owner of any lot. No clothes lines or other items used to hang clothes for the purpose of air drying, or other purposes, shall be allowed on the lots, where the same shall be visible from the roadway, or by the general public. No junk cars shall be permitted to remain on any lot, nor shall and rubbish or debris be allowed to accumulate on the premises outside structures.

7. SIGNS

One sign not to exceed an area of two square feet may be erected in an appropriate place, and such sign shall not be illuminated in any way.

8. NOISE POLLUTING DEVICES

The operation of noise producing devices such as motorcycles, trail bikes, all terrain vehicles, go karts, or machines for traveling across snow is not permitted on any parcel, except when leaving the property and upon returning, providing however, that trail bikes, motorcycles, all terrain vehicles, go karts, or machines for traveling across snow are permitted to be stored on the property. Noise producing operations of lawnmowers, chainsaws, tractors, or other noise producing devices used in connection with the maintenance or property, shall be permitted only during daylight hours.

-3-

9. ANIMALS

No animals, livestock, or poultry of any kind shall be kept or raised on any lot; however, dogs, cats or other household pets may be kept on the premises. No commercial exploitation of any animal shall be permitted, nor shall the owner or user of any lot maintain any of the animals above mentioned in such a manner as to create a nuisance within the subdivision. For purposes of these covenants, nuisance shall be defined as including the barking of dogs for prolonged periods, or at such times or places so as to cause annoyance, inconvenience, or upset to other lot owners.

10. CONSTRUCTION OF ANY BUILDING

Construction of any building shall be completed within one year of the commencement date of the foundation work, with the general landscaping of the lot and the development plan as approved by the Grantor, completed within eighteen months of the date of the commencement of the foundation work.

11. PONDS AND POOLS

Construction of any pond, or swimming pool, shall be commenced only upon obtaining the written approval of the Grantor which approval need only be given after submission of the plans for location, construction and design of said pool or pond by the lot owner.

12. POWER AND TELEPHONE LINES

Service lines for utilities to be used at the structures erected on the lots, including telephones, electric and cable T.V., shall be installed and placed underground at the sole expense of the Grantees, from the nearest electrical or telephone hookup adjacent to the lot, said installation and placement shall be subject to the approval of the Grantor.

13. EASEMENTS, RIGHTS OF WAY

The owners of each lot in the development or subdivision are prohibited from and covenant with the Grantor that they will not and shall not give, grant, convey, sell, or establish any easement or right-of-way upon or across their lot, or to establish access in any manner to any adjacent or adjoining property, over their lot or through their lot without written permission of the Grantor. The Grantor reserves for himself and his successors and assigns such rights-of-way over said lots as shall be necessary for the purposes of laying any utility and service pipes and lines under or over such lots and for the purposes of repairing, constructing and maintaining such lines.

- 4 -

14. MAINTENANCE OF MAIN ROADWAY

Each lot owner shall pay his proportionate share of the repair, maintenance and replacement costs of the subdivision roadway, excluding snowplowing; said expenses to be shared on the basis of the total number of lots served by said roadway. Each lot owner who has completed or commenced a dwelling house on his lot shall pay his proportionate share of the costs of snowplowing the subdivision roadway, said costs to be shared on the basis of the total number of lots served by said roadway upon which a dwelling house has been completed or commenced.

14. (a) MAINTENANCE OF RIGHT-OF-WAY

Designated Right-Of-Way's shall be constructed and maintained by the lot owners deriving benefit therefrom.

All owners of lots in the subdivision shall have the right to use the main roadway in common with the Grantor, his successors, heirs, and assigns. The propriety and necessity of all such work, shall be the exclusive province of the Grantor, until such time as all lots in the subdivision have been conveyed by him. Then, and in that event, the majority of the owners of the lots in the so-called subdivision shall determine the propriety and necessity of repairs and/or maintenance to be performed upon the main roadway, which majority decision shall be binding on the owners of all the lots.

Provided however, that in the event that the road is accepted by the Town of Stowe as a Town road, then each and every owner of any lot in the subdivision agrees that he or she will deed at no cost any and all interests he or she has in and to the main roadway, to the Town of Stowe upon the request of the Grantor.

In the event that any such fee assessed is not paid within 120 days of the date of billing, said fee shall constitute a lien upon the property.

15. USE OF THE PREMISES

Said lots shall be used for residential purposes only.

16. APPROVALS

Any requests for approval shall be in writing, and mailed to the Grantor by Certified Mail, Return Receipt Requested at Stowe, Vermont. Said requests for approval shall be answered in writing by the Grantor or his assigns within 30 days of the receipt of written notice of such request. The approval of these requests shall be deemed granted, if not answered in writing within thirty (30) days. The denial of any request shall state the reasons for such denial.

17. RIGHT OF FIRST REFUSAL

The Grantor herein, his heirs, successors and assigns, shall retain the right of first refusal to repurchase any lot in the development, in the event that the owner shall desire to sell the same. Said Grantor shall make his election to exercise said right of first refusal within ten (10) days of the receipt of written notice by him of pending sale, and its terms with adequate specificity. The Grantor shall then have thirty (30) days within which to complete the purchase, should he choose to elect to exercise his right of first refusal hereunder. Failure of the Grantor to notify the lot owner within ten (10) days of receipt of notice by the Grantor, shall be deemed a waiver of said right of first refusal.

18. LIGHTING

Exterior lighting shall not be placed so as to detract from the aesthetics of the development of the subdivision or any of the several lots, or such that it will interfere with the view from any of the several lots.

19. "OPEN MEADOW"

It is the intent of this particular covenant, that the owners of parcels, upon which the so-called "open meadow" shall lie, shall have the burden to maintain the same as open, cleared, uncluttered and unencumbered land forever. This covenant shall apply to lots No. 8, 9, 10, 11, 12 and 13, and only to those sections of the enumerated lots bounded by the perimeter as shown on the survey plan as recorded in the land records map book and engineers approved plans identified as the so-called "open meadow".

Within the "open meadow" which overlap the lots indicated, there shall be no planting of trees or shrubs, there shall be no cutting of any presently existing trees, and no above ground structures shall be permitted.

20. MODIFICATION AMENDMENT AND WAIVER

Grantor herein, reserves the right to himself and to any successors and assigns to modify, amend, or waive any or all of the above described covenants, agreements and restrictions for any reason, which he may deem in his sole discretion to be in the best interests of the owners of all said lots in the subdivision, any and all of which modifications, amendments or waivers, shall run with the land as part of the common plan, scheme of development of the subdivision. The right to modify, amend or waive may be exercised by the Grantor, or his specifically designated successors or assigns as to all or any of the lots within the subdivision, and any such modification, amendment or waiver shall not be construed to apply to any lots other than those specified by the Grantor, his specifically designated successors or assigns.

- 6 -

21. SAVING CLAUSE

In the event that any Court shall invalidate any one or more of the within covenants, such invalidation shall in no way effect the remaining covenants and restrictions which shall remain in full force and effect.

22. ENFORCEMENT

Should the Grantor, fail, neglect or refuse to enforce any of the covenants, after such time as a violation may be said to have existed, such neglect, refusal, or failure to enforce within any time period, shall not be deemed a waiver so as to permit the continued existence of the violation of these covenants.

Stowe, Vermont Town Clerk's Office August 22nd A.D. 1980 at 2 o'clock 07 minutes P.M.
Received the instrument of which the foregoing is a true record.

Attest, William M. Johnston Town Clerk

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