

**DECLARATION OF PROTECTIVE COVENANTS FOR  
KEATING SUBDIVISION  
DUXBURY, VERMONT**

Duxbury Town Clerk's Office  
Rec'd for record Jan 3, 2001 A.D.  
at 1 o'clock 30 minutes 12 M.  
Recorded in Book 80 Page 221  
Attest: Josephine Robb Town Clerk

WHEREAS, at the time of execution of this Declaration, **ROBERT H. KEATING and JOAN E. KEATING** of Moretown, Vermont, are the owners of the land known as the "Keating Subdivision", which land is more particularly described as follows:

It being all and the same land and premises conveyed to Robert H. Keating and Joan E. Keating by Kevin R. Lavanway by warranty deed dated March 8, 2000 and recorded in book 78 page 419 of the Duxbury Land Records; said land and premises being otherwise described as a five (5) lot subdivision containing 41.56 acres± of land located generally easterly of Vermont Route 100 in the Town of Duxbury, which lots are more particularly identified on the survey plan by Glenn R. Towne, L.S. and McCain Consulting, LLC entitled "SUBDIVISION OF THE LANDS OF ROBERT H. and JOAN E. KEATING ROUTE 100, DUXBURY, VERMONT" dated March 27, 2000, revised November 30, 2000, and recorded in Map Book 4 Page 45 of said land records.


**NOW THEREFORE**, in order to establish and maintain the Keating Subdivision as a rural residential development and to preserve the natural beauty of the area, the Grantors hereby declare, covenant and agree that the above described land and premises shall be subject to the following covenants, conditions, easements and provisions:

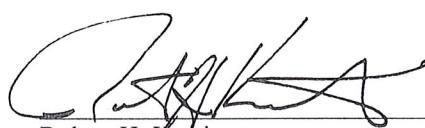
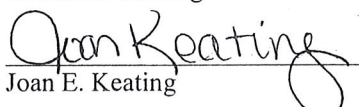
1. **Grantors.** Wherever the term Grantors is used herein, it shall be construed to mean Robert H. Keating and Joan E. Keating, their heirs, executors, administrators, successors and assigns.
2. **Subdivision Prohibited.** Lots 1 and 2 shall not be further subdivided. Lots 3, 4 and 5 may each be subdivided once to create no more than a total of two lots per original lot.
3. **Residential Use.** Each lot shall be used for residential purposes only and not for mercantile, commercial or industrial purposes. This restriction does not exclude a professional office in the residence, provided that the office is clearly secondary to the use of the building as a residence.
4. **Prohibited Structures.** No mobile homes shall be placed on the property at any time. No more than two unregistered vehicles shall be allowed on any lot at any time.

5. **Maintenance of Roadways.** Each lot using the common roadway for access shall bear a proportionate share of the cost of the upkeep, maintenance, repairs, snowplowing, and similar expenses for such road and its auxiliary components. Such proportionate share shall be based upon the number of lots in the subdivision utilizing such road for access.
6. **Vegetated Buffer Zones.** It is the intent of the Grantors to maintain the privacy of the lots, and to preserve the natural setting and landscaping of these lots. In accordance with these objectives, live trees and shrubs located within the areas designated as VEGETATED BUFFER ZONES on the aforesaid survey plan shall not be cut or removed except for thinning, pruning and other measures undertaken to promote the health of the remaining trees in the buffer zones, and except for areas where clearing is required for infrastructure.
7. **Applicability of State and Local Laws.** The original lots in the subdivision and any additional lots created as described in paragraph 2 above are subject to any and all applicable laws, ordinances and regulations of the State of Vermont and the Town of Duxbury, and are further subject to any and all rights and privileges which the State of Vermont and the Town of Duxbury may acquire through dedication or the filing or recording of maps or plats as authorized by law.
8. **Utility Lines.** The Grantors hereby reserve such easements across, under and upon those portions of lots within the subdivision as are necessary for purposes of ensuring proper installation, repair, maintenance, and replacement of all utility service lines, pipes, conduits, transclosures, and other related equipment. The Grantors will arrange for the installation of primary electric power and telephone service lines within the reserved easements from which each lot will be permitted to take service. Other than installation, the Grantors shall bear no further responsibility or liability for such primary electric power and telephone service lines. Secondary electric and telephone lines to serve each lot shall be taken from the primary lines at the nearest pole or underground terminal junction and shall be installed at the sole expense of each lot owner.

IN WITNESS WHEREOF, the Grantors have caused this Declaration to be executed this 5<sup>th</sup> day of December 2000.

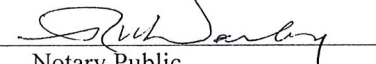
In presence of:

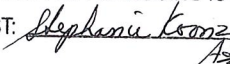
  
Witness as to both

  
Robert H. Keating  
  
Joan E. Keating

STATE OF VERMONT  
COUNTY OF WASHINGTON

At Waterbury this 5<sup>th</sup> day of December 2000, Robert H. Keating and Joan E. Keating personally appeared and acknowledged this instrument by them subscribed to be their free act and deed.

Before me   
Notary Public

RECEIVED FOR RECORDING THE INSTRUMENT  
OF WHICH THE FOREGOING IS A TRUE COPY  
ATTEST:  TOWN CLERK  
Est.