

STERLING BROOK PROPERTIESCOVENANTS AND RESTRICTIONS

The land and premises known as Sterling Brook Properties, now owned by Ocean Sailing, Inc., shall be subject to the following covenants and restrictions, said lots and premises being further set forth on a plot plan entitled "Nelson Peter Riley Property, Sterling Brook Section, Stowe, Vermont, Scale 1" = 200', Newton Surveyors, Inc., Morrisville, Vermont, No. 540, Dated 7/10/73, Revised 11/8/73" and recorded in the map files of the Town Clerk's office in the Town of Stowe, Vermont:

(1) The lots which constitute Sterling Brook Properties shall not be subdivided for sale purposes or for any other purpose by grantees of Ocean Sailing, Inc., its successors or assigns.

(2) All plans for the construction of any structures upon the lots, including all landscaping plans, must be submitted to the grantor Ocean Sailing, Inc., its successors or assigns, prior to the commencement of any construction upon the lots. The grantor, its successors or assigns, must approve all aspects of the construction, including but not limited to the proposed sites for the structures, their exterior form, materials, color, and the finish grade elevation. All driveways and structures shall be so situated as to prevent a line-of-sight view from the road or other premises already erected at grade level. No temporary structures shall be constructed upon any lot in the development. However, during construction of the 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.

(3) The only structures permitted upon each lot in Sterling Brook Properties shall be one single family residential type dwelling and one garage-workshop, each of appropriate design, outside finish, and relative size. The single family residential dwelling may also contain an apartment consisting of not more than two bedrooms, family room, and kitchen area or a kitchen. Upon approval, a small outbuilding of appropriate design, outside finish and relative size may also be constructed upon the lot.

(4) No house trailers or mobile homes shall be placed, kept or maintained on any of the lots of Sterling Brook Properties. This restriction also prohibits utility trailers and/or boat trailers.

(5) The owner of any lot shall not interfere in any way with the water rights relative to the brooks, streams and ponds without the prior written consent of the grantor, its successors or assigns. The construction of any pond or swimming pool or the construction of a water system to provide water for any pond or swimming pool on any lot shall be commenced only after obtaining the written approval of the grantor, its successors or assigns. If the grantor has reserved in the deed the right for pedestrian use along the banks of Sterling Brook, so-called, the owner of any lot subject to such restriction or reservation shall not interfere with such pedestrian use.

(6) The grounds visible from the roadways within the development shall be maintained in a manner in keeping with residential home sites and with the general quality of the entire development.

(7) Service lines for utilities to be used at the structures erected on the lots, including telephone and electrical lines, shall be installed and placed underground from the nearest utility pole in the roadway adjacent to the lot. Said installation and placement are subject to the approval of the grantor, his successors or assigns. In the event the utility lines for which said service lines are connected is underground, said service lines shall be connected at the proper connection and shall still be underground.

(8) The lots of the development shall be used for residential purposes only and shall not be used for any commercial or industrial purposes.

Modification of Restrictive Covenants" (4/15/78) Recorded in Vol. 89, pages 294-5
" " " 93, " 372-373
(4/20/78)

(9) Zoning laws of the Town of Stowe, and any and all applicable regulatory agencies, where more stringent, shall be applicable to all lots.

(10) One sign, not exceeding an area of two square feet, may be erected in an appropriate place and such sign shall not be illuminated in any manner. Any other sign may be erected only upon obtaining the approval of the grantor, its successors or assigns.

(11) No animals or fowls, except small domestic pets, such as cats and dogs shall be kept upon any of the lots. No commercial exploitation of animals shall be permitted.

(12) The continuous operation of mechanical devices such as trail motorcycles, go-carts, or snowmobiles is prohibited upon any lot.

(13) The grantor, its successors or assigns, retains the right of first refusal to re-purchase any lot in the development in the event the owner should desire to sell the same.

(14) The owner of any lot in the development is prohibited and covenants with the grantor, its successors and assigns, not to give, grant, convey, or establish any easement or right of way, except for residential purposes, across or upon the lot of said owner, to establish access in any manner to adjacent or adjoining property to property of the lot of the owner.

(15) By the acceptance of the deed from the grantor, Ocean Sailing, Inc., the owner of any lot in the development agrees to pay his proportionate maintenance fee to cover maintenance of the private roads upon which his lot abuts. In the future, said fee shall be determined by the property owners as they deem it to be in their best interest solely for the purpose of maintenance of said roadway. In the event the fee for maintenance is not paid within one hundred twenty (120) days of the date of billing, the fee shall constitute a lien upon the property of the owner. By the acceptance of the deed of the grantor Ocean Sailing, Inc., the owner of any lot agrees to join in a property owners agreement, and be thereafter bound, concerning the maintenance of said roadway, provided said property owners agreement is agreed to by two-thirds of the lot owners.

(16) Any request for approval as called for in these covenants shall be answered in writing by the grantor, its successors or assigns, within thirty (30) days of the receipt of the written notice of such request. The approval of these requests as called for in the covenants shall not be unreasonably withheld. The denial of any request shall state specifically the reasons for such denial by the grantor, its successors or assigns. In the event no answer is received within thirty (30) days, approval may be deemed given by the grantor, its successors or assigns.

(17) The construction of the exterior of any structure erected upon any lot in the development shall be completed within twelve months of the date of commencing said construction. The general landscaping of the lot and the development shall be completed within eighteen (18) months of the date of the commencement of construction.

(18) All structures shall adhere to the following setback restrictions:

- (a) All structures, including porches and overhangs, shall be at least one hundred feet from the edge of all roads.
- (b) All structures, including porches and overhangs, shall be at least fifty feet from all interior boundaries of the premises conveyed by the grantor Ocean Sailing, Inc. unless such setback restriction as to interior boundaries is modified by Ocean Sailing, Inc., its successors or assigns, and the owner of the property adjacent to such interior boundary, if any.

(19) All of the covenants, restrictions, reservations, and servitudes, set forth herein shall run with the land and the grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restriction, reservations and servitudes and agrees for himself, his heirs, administrators, and assigns, to be bound by each of such covenants, restrictions, reservations and servitudes jointly, separately, and severally.

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, or restrictions, reservations and/or servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

Stowe, Vermont Town Clerk's Office December 5th A.D. 1973 at 9 o'clock 21 minutes A.M.
Received the instrument of which the foregoing is a true record.

Attest:

Maureen M. Johnson

Town Clerk