

## PROTECTIVE COVENANTS

## SUGAR HOUSE HILL

## STOWE, VERMONT

The following covenants, agreements and restrictions are hereby made applicable to the Lots in the real estate development known as SUGAR HOUSE HILL in the Town of Stowe, County of Lamoille and State of Vermont and now owned by LAND ASSOCIATES, INC. and as shown upon a Plan entitled "Plot Plan of Lots and Areas of Sugar House Hill, Mountain Road and Edson Hill Road, Stowe, Vermont" and recorded in Map File No. 6-M of the Land Records of the Town of Stowe and included in the areas shown on said Plan and identified with numbers prefixed by the letters A, B, C, D, E, F, and G:

1. LAND ASSOCIATES, INC. hereby grants to the owner, or owners, of each of the above described lots as appurtenant thereto a right-of-way in common with others over the roads and foot paths as shown upon said Plan unless and until said roads are accepted as public roads. However, excepted and excluded herefrom are the following described rights of way shown upon the above described plan and located as follows:

- a. Right of way located between Lots D1, C2, C3, C4 and C5.
- b. Right of way located between Lots C1 and C11.
- c. Right of way located between Lots F3, F4 and F5.
- d. Right of way located between Lots F7, F8, G1, G2 and G3.

2. No building, or part thereof, shall be erected on any of the said lots in said development the outside walls of which shall be less than twenty-five (25) feet from any street or within twenty-five (25) feet of the side or rear lot lines of the premises, nor shall any cesspool, septic tank, leaching basin or sewage disposal field be constructed within fifty (50) feet of the edge of any brooks, streams or ponds.

3. No more than one (1) single family dwelling house and one (1) garage of not more than a three-car capacity shall be placed, erected or maintained on the premises.

4. The control of all brooks, streams or ponds is reserved to LAND ASSOCIATES, INC., or its successors or assigns, and the owner or owners of the said lots shall not interfere with said water rights without the prior written consent of LAND ASSOCIATES, INC., or its successors or assigns.

5. No structure, wall, cesspool, septic tank, leaching basin, sewage disposal field, sign, fence, hedge or planting shall be placed, erected, maintained, remodeled as to the exterior thereof, or added to or planted on any of said lots until the architectural, site and landscape plans and specifications have been approved in writing by LAND ASSOCIATES, INC., or its successors or assigns, or such other person as LAND ASSOCIATES, INC. may from time to time appoint for this purpose, and until approval of any governmental agency having authority has been obtained.

6. None of said lots shall be subdivided for sale purposes or otherwise, except the area designated as D1 as shown on said Plan.

7. The zoning laws of the Town of Stowe, Vermont, from time to time in effect shall be applicable to the said lots,

8. No trailers shall be built or placed or permitted to remain for any period of time upon said lots.

9. No animals or fowls, except domestic pets, shall be kept on any of said lots and no nuisance shall be permitted thereon.

10. No dwelling constructed on any of said lots shall be occupied unless and until it is completed and no temporary building shall be occupied for dwelling purposes upon said lots during the construction thereof.

11. Said lots shall be used for residential purposes only and no part of said lots shall be used for mechanical, manufacturing or mercantile business and no business, trade or calling shall be conducted on the said lots for profit.

12. No live trees exceeding four (4) inches in diameter at a height of four (4) feet above ground level shall be felled, removed, girdled, blazed, planted or pruned except as is necessary for the construction of buildings, installation of driveways, cut and fill operations or site and landscape development, and no tree shall be so treated without the written approval of LAND ASSOCIATES, INC., or its successors and assigns.

13. All service lines for utilities, including telephone, lights and power, shall be placed underground from the nearest pole in the street or way, as shown on said Plan, to the structures erected on said lots. Anything herein to the contrary notwithstanding, LAND ASSOCIATES, INC., its successors and assigns, shall not be liable for the laying of said utility lines from the nearest pole in the street or way to the structures erected on said lots, nor for the repairing, constructing or maintaining of such lines. LAND ASSOCIATES, INC. reserves for itself and its successors and assigns such rights-of-way over said lots

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FOR AMENDED & RESTATED DECLARATION, SEE BOOK 718, PAGE 148 (06-18-2008)



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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 utility such lines. CSW

14. The owners and their heirs, executors, administrators and assigns of each of the above described lots will not lease said lots, or any portion thereof, or any structure or any portion of structure thereon, without the prior written consent of LAND ASSOCIATES, INC., or its successors or assigns.

15. The owners and their heirs, executors, administrators and assigns will not sell or otherwise dispose of any of the said lots, except in accordance with the procedures provided for in the By-laws of the association referred to in Paragraph 16 hereof. When the By-laws of the Association have been complied with to the satisfaction of the Association, said Association will so certify as evidence that this covenant has been complied with.

16. The purchaser of each of said lots shall accept membership and shall require any purchaser of such lot from him to accept membership in an association, in proper entity form, to be organized for the purpose among others of maintaining areas used in common by all the owners of the said lots, and the purchaser of each of said lots shall be subject to and abide by all of the laws, rules and regulations of said association.

17. LAND ASSOCIATES, INC., reserves the right to itself and its successors and assigns to modify, amend or waive any or all of the above described covenants, agreements and restrictions for any reason which LAND ASSOCIATES, INC., or its successors or assigns, may in its sole discretion deem to be in the best interests of the owners of all of the said lots as shown upon the above described plan. Any such modification, amendment or waiver may be retroactive to the date hereof. The right to modify, amend or waive may be exercised by LAND ASSOCIATES, INC. or its successors or assigns, as to all or any of the above described lots and any such modification, amendment or waiver shall not be construed to apply to any lots other than those specified by LAND ASSOCIATES, INC., its successors or assigns. By the acceptance of a deed to premises in Sugar House Hill Development, the grantees thereby appoint LAND ASSOCIATES, INC., as their agents, to exercise their best judgment in connection with the exercise of the right herein reserved.

18. The burden of the covenants, agreements and restrictions above set forth shall run with the land affected thereby and shall be construed as covenants real.

Dated at Stowe, Vermont this 25 day of April 1965.

In the Presence of

John M. Dinse

Judith P. Rooney

LAND ASSOCIATES, INC.

By Charles E Welles  
Duly Authorized Agent

(SEAL) (CORPORATE)

STATE OF VERMONT  
LAMOILLE COUNTY, ss }

At Stowe, this 26th day of April 1965 personally appeared Charles Welles, duly authorized agent of LAND ASSOCIATES, INC. and he acknowledged the foregoing instrument subscribed and sealed by him to be his free act and deed and the free act and deed of said corporation.

Before me John M. Dinse

NOTARY PUBLIC

Stowe, Vermont Town Clerk's Office April 26th A.D. 1965 at 1 o'clock 40 minutes P.M.

Received the instrument of which the foregoing is a true record.

Attest: William M. Johnson Town Clerk

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