

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF**

**MOUNTAIN VIEW FARM SUBDIVISION
MORRISTOWN, VERMONT**

Michael J. Babcock and Abigail W. Babcock (the "Grantors") are the owners of a tract of land, together with structures and improvements situated thereon, consisting of a portion of those lands and premises conveyed to Michael Babcock and Abigail Babcock by Warranty Deed from John Tonelli dated April 2, 2004, and recorded in Book 132, Page 159 of the Town of Morristown Land Records. Said tract of land is shown on a survey map entitled "Michael J. Babcock, 9 Lot Subdivision, Morristown, Vermont," prepared by Glenn R. Towne, RLS, dated August 2004 and filed in Slide 275 of the Morristown Map Files, revised October 2005 and filed in Slide 292 of said Map Files (said tract of land being referred to herein as the "Property"). The Property contains nine subdivided lots designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 together with a 50-foot wide subdivision right of way for purposes of providing vehicular access and utility line service in the subdivision (individually a "Lot" and collectively the "Lots").

The Property is hereby declared to be subject to the covenants, conditions, and restrictions, together with the benefit of the rights of way and easements, set forth hereinafter, all of which shall run with the land and be binding upon and inure to the benefit of Michael J. Babcock and Abigail W. Babcock and the owners of the Lots, and their respective heirs, assigns, and successors in title. Wherever the term "Grantors" is used herein, it shall mean and refer to Michael J. Babcock and Abigail W. Babcock, and their heirs, assigns, successors in title, and any specifically designated successors in interest with respect to the rights, interests, and authorities reserved to or vested in the Grantors.

1. Architectural Approval. Plans for structures to be built upon a Lot must be submitted to the Grantors prior to the commencement of any construction upon the Lot. The Grantors retain the right to approve all aspects of the construction, including, but not limited to, the proposed site, their exterior form, materials, color, and the finished grade elevation.

2. Structures Permitted. One single family two story residential type dwelling with a minimum of 2,500 square feet of living space and associated barn, garage, or workshop shall be permitted per Lot.

3. Construction. The exterior construction of any structure built upon a Lot shall be completed in twelve (12) months from the date of commencement. The general landscaping and final site refinement shall be completed within eighteen (18) months from the commencement of said construction. Particular attention must be paid, and all reasonable precautions must be taken, to prevent soil erosion during construction. When permanent erosion control measures cannot be initiated within a 72-hour period, exposed surfaces will be protected with a temporary mulch of hay, as required, and water directed away from disturbed areas.

4. Driveways. All shoulders of driveways constructed shall be seeded and mulched and all other reasonable precautions taken to prevent soil erosion. When

permanent erosion control measures cannot be initiated within a 72-hour period, exposed surfaces will be protected with a temporary mulch of hay, as required, and water directed away from disturbed areas.

5. Subdivision. No further subdivision to create additional buildings lots shall be permitted without the express written approval of Michael J. Babcock and Abigail W. Babcock, their heirs, successors, and assigns to Lot 2.

6. Mobile Homes. No house trailers of any kind whatsoever, or mobile homes, shall be kept, placed, or maintained on any Lot.

7. Energy Conservation. All buildings shall be constructed with an insulation factor of at least R-19 in the walls and floor, R-38 in the roof or cap, and at least R-10 in the foundation walls. No electric heat other than off peak storage systems shall be utilized in any building without the prior written consent of the Morrisville Water & Light Department. All windows and doors in heated structures with glass shall be double glazed. Houses shall be oriented to make maximum practical use of any potential solar gain. All fireplaces and stoves shall have appropriate doors or dampers to prohibit excess amounts of heat from dissipating from the residences through chimneys.

8. Water Conservation. All residential dwellings shall be equipped with water-conserving plumbing fixtures, including, but not limited to low-flow toilets, low-flow showerheads, and aerator-type or flow-restricted faucets.

9. Cutting and Removal of Trees. It is the intent of the Grantors to maintain privacy of the Lots to preserve the natural setting and landscaping of the several parcels, and to preserve and enhance views. In accordance with those objectives, no live trees above four (4) inches in diameter at a height of four (4) feet above the ground level shall be felled, moved, removed, or girdled except as is necessary for the construction of buildings, installation of driveways, or site and landscape development, as approved by the Grantors, without the express written consent of the Grantors, which consent will not unreasonably be withheld. Selective cutting of non-screening trees in accordance with good forestry practices will be permitted.

Trees within 25 feet of a Lot boundary line, currently providing natural screening from neighboring lots, shall not be removed, limbed, or girdled without prior permission of the Grantors and the abutting landowner who would be affected.

10. The Grounds. All grounds clearly visible from the central access road and public roadway shall be maintained in keeping with the general quality of the entire development. All open areas cleared or thinned on the parcel shall be kept and maintained by mowing, brush hogging, or other cutting operations to prevent the growth of underbrush, tree saplings, or other vegetation that would otherwise cause a scruffy and unkempt appearance of the Lot. This condition shall in no way limit plantings for screening or ornamental purposes.

11. Fencing. All forms of fencing commonly used for the containment of animals shall be allowed. However, the Grantors retain the right to indicate specific type and its deployment. Fencing not used for containment of animals shall be the so-called post and rail type.

12. Utilities. All service lines for utilities, except for those presently serving Lot 2, shall be installed from the nearest transformer underground to the desired building. There shall be no above-ground lines of any type. The Grantors reserve as easement and right of way across, under, and upon those portions of Lots and land within the Property that are necessary or advisable for purposes of performing or causing to be performed proper installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone, cable television, and the like), pipes, conduits, transformers, and other related equipment and paraphernalia. All such utility systems installation, maintenance, repair, and replacement work shall be performed in a good and careful manner, causing the least disruption possible, followed by all necessary actions to restore any disturbed earth surface to its natural and undisturbed condition, including filling, grading, seeding, and mulching. The Grantors hereby give, grant, and convey to the owners of all Lots within the Property the perpetual non-exclusive right and authority in common with others to connect to and utilize said primary electric power and service lines and related transformers. Following installation and energizing of the primary service lines, the Grantors shall have no further responsibility or liability for operation, maintenance, repair, or replacement thereof, the costs of which shall be shared proportionately by the owners of Lots and other property served thereby. Secondary electric power and telephone service lines to serve each Lot shall be installed by each Lot owner at his sole cost. The right of way reserved herein by the Grantors shall apply to future installation of any additional utility service lines, such as cable television, but the Grantors shall not bear any liability, responsibility, or cost for the installation, repair, maintenance, or replacement of any such future utility lines.

13. Animals. All common domestic animals shall be allowed, provided, however, that no commercial exploitation of animals shall be permitted.

14. Zoning. The Lots in the development are subject to the Town of Morristown Zoning Ordinances and Bylaws. The owner of any Lot covenants and agrees that he will comply with the terms and conditions of such zoning ordinances and bylaws.

15. Roadway Use and Maintenance. Each owner of a Lot within the Property shall be granted in the deed of conveyance for each Lot a perpetual, non-exclusive vehicular access right of way for use in common with others over, upon, and across the interior roadway lands and right of way as shall be specified and described in the deed of conveyance. The Grantors, for themselves and their designated successors and assigns, reserve rights of use, conveyance, dedication, and other interests pertaining to the vehicular access right of way, as shall be set forth more particularly in the deed of conveyance to each Lot. The owner of any Lot which derives its access from the use of said interior road shall pay a proportionate share of the cost of maintaining, repairing, and replacing the roadways, drainage slopes, culverts, and other access improvements within said interior road's right of way, which costs shall include but not be limited to graveling, grading, and other maintenance, repair, or replacement work as may be necessary or advisable from time to time. "Proportionate share" is defined as, for example, if 2 lots, 1/2, if 3 lots, 1/3, if 4 lots, 1/4, and so on. Individual drives and rights of way to adjoining properties are the responsibility of those specific owners.

Each Lot owner shall pay their proportionate share of the costs of snowplowing and other maintenance of the interior roadway. Each Lot owner, on or before December 1 of each year, shall, in conjunction with the owners of the other Lots, elect an

administrator for the following calendar year, said appointment to be made by a majority of the Lot owners. The duties of the administrator are as follows:

A. Arrange for the repair, maintenance, plowing, and application of sand or chemicals to minimize adverse snow and dust conditions.

B. Collect escrow payments and assessments and make all payments for the maintenance and upkeep of the roadway.

C. Call meetings of the Lot owners when appropriate to discuss maintenance, upkeep, and improvements.

D. A majority of the Lot owners may call a meeting of owners upon 15 days notice to discuss and determine any issue relating to the roadway or the duties of the administrator.

E. No improvements to the roadway shall be made without a $\frac{3}{4}$ affirmative vote of all Lot owners. Each Lot shall be entitled to one vote for all purposes hereunder.

F. Any maintenance charges or assessments not paid when due shall be a lien upon the Lot upon recording of a notice by the administrator of the unpaid charges and assessments.

16. Access and Utilities Easements. There is hereby dedicated and established in favor of each Lot, as an appurtenance thereto and each Lot is hereby made subject to, the following easements:

A. Lot 1 is subject to an easement and right of way in common upon and beneath a 50-foot wide strip of land extending from Stagecoach Road to the boundaries of the 60.6-acre portion of Lot 1, for the benefit of Lots 3, 4, 5, 6, 7, 8, and 9, the location of which is depicted as "50' Right of Way for All Lots" on the Survey Map. Said right of way and easement shall be for the purposes of common roadway construction, maintenance, and repair, for access, and for the installation, maintenance, repair, and replacement of underground utilities, together with necessary above-ground pads and transformers.

B. Lot 1 is subject to an easement and right of way for the benefit of Lot 4, the location of which is depicted as "Right of Way to Lot 4" on the Survey Map. Said right of way and easement shall be for the purposes of driveway construction, maintenance, and repair, for access, and for the installation, maintenance, repair, and replacement of underground utilities.

C. Lot 1 is subject to an easement and right of way for the benefit of Lots 6 and 7, the location of which is depicted as "Right of Way to Lots 6&7" on the Survey Map. Said right of way and easement shall be for the purposes of driveway construction, maintenance, and repair, for access, and for the installation, maintenance, repair, and replacement of underground utilities.

17. Wastewater Disposal System Easements.

A. Lot 7 shall be granted in the deed of conveyance a perpetual easement for the installation, operation, maintenance, and repair of a primary sewage disposal system and leachfields on Lots 1 and 6, together with a 20-foot sewer line right of way across Lots 1 and 6. The costs of installing, operating, maintaining, repairing, and replacing the components of the sewage disposal system and sewer line shall be borne by the owner of Lot 7.

B. Lot 8 shall be granted in the deed of conveyance a perpetual easement for the installation, operation, maintenance, and repair of a primary sewage disposal system and leachfields on Lots 1 and 4, together with a 20-foot sewer line right of way across Lots 1 and 4. The costs of installing, operating, maintaining, repairing, and replacing the components of the sewage disposal system and sewer line shall be borne by the owner of Lot 8.

18. Noise Polluting Devices. The operation of noise producing devices such as motorcycles, trail bikes, all terrain vehicles, or go-carts is not permitted on any Lot, except when leaving a Lot and returning. This prohibition regarding the operation of noise producing devices is limited in its application to the individual Lots and does not pertain to the interior roadway. The operation by Lot owners of chain saws, tractors, or other noise producing devices in connection with the maintenance of a Lot shall be permitted only during daylight hours.

19. Lighting. The use of reflective surfaces and outdoor lighting fixtures higher than fifteen (15) feet shall be minimized to limit the visibility of any structure situated on a Lot from off-site. Exterior lighting fixtures shall be downcast or have shields and photometric qualities which limit off-site glare, visibility, and night sky pollution.

20. Enforcement of Covenants. The easements, restrictions, covenants, and conditions set forth herein may be enforced by any owner of any Lot referred to herein, and may maintain an action against the owner of any other Lot as set forth herein. The owner may commence enforcement of the covenants by instituting legal proceedings in a court of competent jurisdiction, and seek either monetary damages or injunctive relief as shall be deemed necessary by the said court. In the event that any court shall invalidate or declare any one or more of these covenants as null and void, such invalidation or declaration shall in no way affect the significance and authority of the remaining covenants and restrictions and they shall remain in full force and effect.

21. Duration of Covenants. The easements, restrictions, covenants, and conditions as set forth herein shall be binding upon the owners of the Property, their heirs, successors, and assigns, for a period of 25 years from the date of the sale of the first Lot in the development. At the expiration of the 25-year period as set forth above, and every ten years thereafter, the easements, restrictions, covenants, and conditions shall automatically renew unless modified or terminated by a majority of the Lot owners, and with the consent of local and state permitting authorities as necessary.

22. Amendments, Modifications, and Waivers. The Grantors reserve the right to amend, modify, or waive any or all of the easements, restrictions, covenants, and conditions set forth in this Declaration which they determine in their sole discretion to be appropriate and consistent with the rural residential nature of the Property. In addition,

after the initial 25-year period set forth in Paragraph 21 any or all of said easements, restrictions, covenants, and conditions may be amended or modified by written consent or affirmative vote of two-thirds (2/3) of the record owners of all the lands and Lots within the Property, and with the consent of local and state permitting authorities as necessary. Any such amendments, modifications, or waivers may apply to all or any one or more of the lands and Lots and shall be deemed to be part of the general plan for development and protection of the Property and shall be binding upon the owners and their heirs, successors, and assigns.

Written notice of any alterations, amendments, or deletions shall be forwarded to the owners of the Lots by registered or certified mail.

IN WITNESS WHEREOF, Michael J. Babcock, individually and as attorney-in-fact for Abigail W. Babcock hereto sets his hand and seal this 10th day of June, 2016.

IN THE PRESENCE OF:

Elaine K. Nichols
Witness signature

Michael J. Babcock
Michael J. Babcock

Michael J. Babcock as attorney-in-fact for
Michael J. Babcock, as attorney-in-fact for
Abigail W. Babcock Abigail W. Babcock

STATE OF VERMONT
COUNTY OF LAMOILLE, SS:

At Jeffersonville, in said County, this 10th day of June, 2016, personally appeared Michael J. Babcock, individually and as attorney-in-fact for Abigail W. Babcock, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed, and the free act and deed of Abigail W. Babcock.

Before me, Elaine K. Nichols
Notary Public

My commission expires: 02/10/2019