

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, OBLIGATIONS, LIENS, RIGHTS
AND RESTRICTIONS FOR KR PROPERTY, CHARLOTTE, VERMONT

General Conditions and Obligations:

1. No lot shall be reduced by boundary line adjustment by more than 25% of its size.
2. No improvements or structures whatever, other than a residential dwelling, patio, stone walls, swimming pool, tennis courts, fences and other customary out buildings are allowed to be constructed. A Garage and a barn may be placed or maintained on any lot.
3. All electrical service and telephone lines shall be placed underground. No outdoor lines shall be placed overhead.
4. Each lot owner specifically accepts and acknowledges that accepted agricultural activity may take place on the lots. These agricultural activities may involve cultivating crops, fencing, and/or pasturing animals. The keeping and non-commercial raising of animals for personal use is allowed.
5. Commercial boarding of animals is not allowed. Use of lots or open space for kennels, raising or breeding animals for commercial purposes, or boarding of animals as specified above, is specifically prohibited. Domestic pets, farm animals and horses may be kept in conformance with these covenants and state and local permit requirements.
6. The spreading or storage of liquefied manure is prohibited. Only manure produced on site is allowed to be stored on site. No factory farms or feed lots are allowed. Only standard organic practices for cultivation and land use allowed.
7. No yurts, tents, shacks or mobile homes shall be maintained on the premises as domiciles.
8. All residences erected on these shall contain at least 1,200 square feet of habitable floor area, exclusive of basement, garage and other ancillary structures.
9. The complete site plans, building plans and specifications for each proposed structure shall conform to KR Properties permit plans and must include a site plan drainage system that considers adjoining properties and does not adversely affect or damage adjoining properties.
10. All structures must be located within the designated building envelopes so depicted on the above-referenced KR subdivision plan.
11. The grounds visible from the roadways in said development shall be maintained in a manner in keeping with residential home sites with the general quality of the development.
12. No topsoil shall be removed from the subdivision, and any topsoil dislocated in the excavation for and construction of improvements to the lot shall be replaced on the lot from which it was dislocated, or on other lots within the subdivision.

13. The Declarant specifically reserves the right to modify and change utility and drainage plans as depicted on the proposed property plat in order to minimize environmental and financial impact of unforeseen circumstances.
14. No mining or other excavating of residential lots or any Open Space as depicted in the approved Site Plan is permissible, except for during the construction of dwelling houses, and during the construction of other allowable structures thereon as hereinafter provided.
15. No more than 2 (two) unregistered vehicles are allowed on each property unless garaged within the building envelope.
16. Incinerators are prohibited, and there shall be no outside burning of trash, garbage or refuse on any lot. All trash pick-up by commercial operators shall be placed within 50' of egress from town or private road as directed by carrier. Such waste shall be kept in sanitary containers or other equipment for the storage or disposal of trash, garbage, waste or recycling.
17. No commercial vehicles or construction equipment shall be stored on any lot unless shielded from any adjacent lot with the exception of vehicles and machines used to maintain the property such as farm tractors, mowers, etc.
18. During construction of the building and improvements of all lots within the Development and thereafter, the underground services, utilities, lot and corner markers, and shared water line shall be protected against damage and dislocation by the owners of the lots, and it shall be the responsibility of the owners of the lots upon which construction is being performed to repair and replace any underground services, utilities, and lot and corner markers dislocated or damaged. Further, once the shared roadway is completed, if it is damaged as the result of construction on any one or more residential lot, it shall be the sole responsibility of the owner (or owners) of the residential lot upon which such construction is being performed and that occasioned such damage to repair or replace at the residential lot owners sole expense, such portion of the shared roadway and bring it back to the condition that existed prior to said damage.
19. On Lot 9, land to the west of the Kimball Brook Tributary serves to protect the water source for all Nine (9) lots. No grazing of animals, spreading of manure, use of pesticides, building or construction of any kind is allowed on said area.
20. Discharging of firearms is prohibited.

Aesthetic Conditions.

1. No lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such a lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot which will emit foul and obnoxious odors, be toxic and/or used for commercial purposes, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. This specifically includes sustained and continuous disruptive noise generated by domestic animals.
2. All elevated tanks must be shielded from the view of neighboring lots, roads or streets.
3. All signs, sign boards or advertising structures of any kind are prohibited except those signs required or needed to advertise the property during construction and/or resale or renting periods, with the exception of one development sign at each entrance of the project site.

4. No building shall be left in an incomplete state, or allowed to fall into such state of disrepair as shall constitute a nuisance or be dangerous to the health and safety of the occupants or of adjacent lot owners, or as shall constitute an eyesore.
5. All exterior lighting shall be shielded in a downcast fashion.
6. All exterior utility devices and equipment shall be screened from adjacent homes. Propane tanks must be screened and oil tanks must be located within the structure.

Water and Wastewater Easements:

1. Drilled well A on Lot 9 will serve as the water source for lots 1-9 as indicated on the approved survey. Reference is hereby made to a pump house easement and 20' wide waterline easement the runs along the west property line then continues in a southeasterly direction on Lot 9. The pump house and waterline utility easement that runs from the pump house in an easterly direction along the shared road is for the benefit of Lots 1-9.
2. The dwellings on lots 2 and 3 shall be serviced by a shared mound leachfield located in a common septic easement location on Lot 2, as depicted on the water/wastewater plan approved under WW-*_*_*_*_* and the Project Survey. A 20' wide water and septic easement extending in an easterly direction from Lot 3 to the shared septic easement area on Lot 2 is hereby referenced.
3. The owners of Lots 2 and 3 shall share equally (on the basis of Lot ownership, not number of owners), the full costs and expenses of timely inspection, monitoring, maintenance, repair, and replacement of any common element of the wastewater system serving these Lots, as depicted on the approved plans, once a dwelling is connected to the system.
4. Dwellings on Lots 4, 5, 7, 8, and 9 shall be serviced by a shared mound system on Lot 5 as indicated on the Wastewater Plan. Each Lot owner does hereby acknowledge and agree that that no other source or system of sewage disposal shall be utilized on said Lots, and that each Lot shall be responsible for its share of maintenance, repairs, and replacements as either required by any governmental agency, your Homeowners' Association, or of necessity.
5. The owners of Lots 4,5,7,8, and 9 shall share equally (on the basis of Lot ownership, not number of owners), the full costs and expenses of timely inspection, monitoring, maintenance, repair, and replacement of any common element of the wastewater system serving these Lots, as depicted on the approved plans, once a dwelling is connected to the system.
6. The dwelling on Lot 6 shall be serviced by an on-site mound. The owners of Lot 6 will solely be responsible for the construction and upkeep of its own septic system.
7. Lots A, B, C shall be granted a 20' wide water easement line to incorporate an existing waterline that crosses Lot 4 to serve Lots A, B & C.

All of these septic areas are more particularly set forth and shown on the approved plans for this development and recorded in the Town of Charlotte slide_____.

Open Space Management

1. Lot 2- No temporary or permanent structures are allowed in the Open Space Area other than those associated with approved agricultural practices. The use of ATVS, Snowmobiles, and other recreational vehicles is prohibited in the Open Space Area.
2. Lot 5- The Nature Corridor shall remain free of all structures, both temporary and permanent, other than structures associated with approved agricultural practices. The clearing of standing trees in the nature corridor is prohibited. Dead trees and vegetation may be removed only to allow for passive recreation. Hazard trees may be removed as necessary. The use of ATVS, Snowmobiles, and other recreational vehicles are prohibited in the Nature Corridor. The Nature Corridor shall remain predominately in its natural condition.
3. Lot 6- The Nature Corridor shall remain free of all structures, other than structures associated with approved agricultural practices. The clearing of standing trees in the nature corridor is prohibited. Dead trees and vegetation may be removed only to allow for passive recreation. Hazard trees may be removed as necessary. The use of ATVS, Snowmobiles, and other recreational vehicles are prohibited in the Nature Corridor. The Nature Corridor shall remain predominately in its natural condition. No temporary or permanent structures are allowed in the Open Space Area other than those associated with approved agricultural practices. The use of ATVS, Snowmobiles, and other recreational vehicles is prohibited in the Open Space Area.
4. Lot 9- A minimum of 4 screening trees around the Lot 9 house site are required, and shall be located within 40' of the home. The trees shall be native species, nursery stock quality, a minimum of 10' tall at the time of planting, and located so as to break up the structure's façade as viewed from the intersection of One Mile and Mt. Philo Roads. Site Plan sheet _of _ depicts a conceptual configuration. No construction of temporary or permanent structures are allowed in the designated Open Space other than structures associated with approved agricultural practices. Unless prohibited below, the Open Space Area on Lot 9 shall remain available for all forms of agricultural practices except tree farming. Agricultural operations on Lot 9 must be organic. The use of pesticides, herbicides, and liquid fertilizer is expressly prohibited. Tree farming in the Lot 9 Open Space is prohibited as to protect the view of the meadow as seen by the neighboring properties and Mount Philo Road. KR Properties, LLC (Grantors), will retain all tree cutting rights on Lot 9.

Tree Cutting Rights:

1. KR Properties, LLC will retain all tree cutting rights on lots 1, 3, 4, & 9.

Shared Road and Driveway Agreements

1. The owners of lots 1 & 3 grants a 50ft right-of-way easement, centered on the existing road, denoted as Half Mile Road, for the purposes of ingress and egress to the existing house sites located on lots A, B & C.
2. The owners of Lots 3 & 4 are subject to a shared driveway agreement (see below).
3. The "Ball Parcel", Lot 1, and Lot 2 are subject to a shared road agreement (see below).
4. Lot 5, 6, 7, 8, & 9 are subject to a shared road way agreement (see below).

SHARED DRIVEWAY AND MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 20____, applicable to the undersigned Owners of Lot 3 & 4 of the KR Properties, LLC Subdivision,

WHEREAS, the shared driveway is situated in the Town Of Charlotte, County of Chittenden, State of Vermont and

WHEREAS, the undersigned lot owners are the owners or users of the Shared Driveway Property situated in the Town Of Charlotte, County of Chittenden, State of Vermont and described as follows:

Lots 3 & 4 of the KR Properties, LLC Subdivision share a 50' right-of-way used for ingress and egress of the house sites situated on Lots 3 & Lot 4, via a curb cut off of One Mile Road. The 50' right-of-way extends across the lands of Lot 3 in a southerly direction, then curves westerly to serve the house site on Lot 4, and is more particularly described on the Project Survey recorded on Slide #____, of the Town of Charlotte Land Records.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to above referenced shared driveway; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

1. General Driveway Maintenance and Repair.

Driveway maintenance and improvements will be undertaken and made whenever necessary to maintain the driveway in good operating condition at all times and to insure the provision of safe access by emergency vehicles. The cost of maintenance, repair, operation, improvement, snowplowing or replacement of the driveway and utilities, described within, shall be equally shared by the owners of Lot 3 & 4 (on the basis of number of lots and not number of owners). The roadway is considered a shared amenity and lot owners will equally share in the roadway maintenance costs as soon as construction on an individual owner's lot commences. The Owner(s), for themselves and his heirs, successors and assigns, hereby waives any rights he or any of them, now have or may hereafter acquire, to seek plowing, repair or maintenance from the Municipality with regard to said shared driveway.

2. Damage caused by Construction.

In the event that the driveway is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular lot or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular lot, then the Owner of the lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the driveway at the Owners expense and shall hold the Owners of the other lots harmless from any liability in connection with such damage or repairs.

3. Driveway Location and Future Uses.

The Owners of Lots 3 & 4 will not in the future change the location of the shared driveway nor extend said driveway(s) without the prior approval of the Municipality's Planning Commission, nor shall it permit said driveway(s) to service more than two (2)lots without prior approval of the Municipality's Planning Commission. In the event that an addition lot is added to the subdivision, and will be accessed

from said shared driveway, the owners will bear the cost of upgrading the shared driveway to comply with the Municipalities Road Standards, Subdivision Standards, and all other applicable regulations. In the event the shared driveway is upgraded to road standards, the Owners waive any right to turn the private road over to the municipality as a public road. This agreement shall not be construed as consent by an owner to any public dedication of the easements, driveways, or rights-of-way granted herein. The driveways and easements are for the use of the owners of Lots 3 & 4, their family, friends, invitees, and emergency, fire, police, medical, service providers, contractors, and suppliers to the individual parcels.

4. Disputes.

If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute at the equally shared costs of the owners.

5. Grant of Easement.

The Owner(s) of Lot 3 grants the Owner of Lot 4 a permanent easement over and across their respective property for the purpose in ingress and egress and utilities to the Lot 4 house site.

6. Amendments and Binding Effect.

This agreement may only be amended or revoked upon written consent and approval by the Municipality and by signature of parties, their successors, and assigns. This agreement shall not only be binding upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

KR Properties Shared Road and Maintenance Agreement Ball Parcel and Lots 1 & 2 - Draft

SHARED DRIVEWAY AND MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 20____, applicable to the undersigned Owners of the “Ball Parcel” and Lots 1 & 2 of the KR Properties Subdivision,

WHEREAS, the shared driveway is situated in the Town Of Charlotte, County of Chittenden, State of Vermont and

WHEREAS, the undersigned parcel owners are the owners or users of the Shared Driveway Property situated in the Town Of Charlotte, County of Chittenden, State of Vermont and described as follows:

An existing curb cut and driveway located of the south side of One Mile Road, approximately 0.75 miles from the intersection of Mount Philo Road and One Mile Road, and currently serving the “Ball Parcel”, otherwise described as 766 One Mile Road. Said existing curb cut will be used to access the house sites on Lot 1 & Lot 2 of the KR Properties, LLC Subdivision by a 50’ right-of-way easement, as depicted on the KR Properties, LLC recorded survey.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to above referenced shared driveway; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

1. General Driveway Maintenance and Repair.

Driveway maintenance and improvements will be undertaken and made whenever necessary to maintain the driveway in good operating condition at all times and to insure the provision of safe access by emergency vehicles. The cost of maintenance, repair, operation, improvement, snowplowing or replacement of the driveway and utilities, described within, shall be a pro-rated shared cost by the owners of the 766 One Mile Road Parcel, & Lots 1 & 2 of the KR Properties, LLC Subdivision. Costs will be pro-rated based on the length of roadway utilized by the 766 One Mile Road Parcel, Lot 1 Parcel, and Lot 2 Parcel.

2. Damage caused by Construction.

In the event that the driveway is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular lot or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular lot, then the Owner of the lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the driveway at the Owners expense and shall hold the Owners of the other lots harmless from any liability in connection with such damage or repairs.

3. Disputes.

If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute at the equally shared costs of the owners.

4. Grant of Easement.

The undersigned Owners of 766 One Mile Road grants the Owners of Lots 1 & 2 of the KR Properties Subdivision a permanent easement over and across their respective property for the purpose of ingress and egress to the house sites on Lot 1 & Lot 2. The easement shall be located as depicted on the recorded KR Properties, LLC Survey on Slide _ Page_ of the town of Charlotte Land Records.

Lot 1 of the KR Properties, LLC Subdivision grants the owners of Lot 2 of the KR Properties, LLC Subdivision a permanent easement over and across their respective property for the purpose of ingress and egress to house site located on Lot 2.

5. Amendments and Binding Effect.

This agreement may only be amended or revoked upon written consent and approval by the Municipality and by signature of parties, their successors, and assigns. This agreement shall not only be binding upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

KR Properties Shared Road and Maintenance Agreement Lots 5-9- Draft

SHARED DRIVEWAY AND MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 20____, applicable to the undersigned Owners of Lot 5-9 of the KR Properties Subdivision,

WHEREAS, the shared driveway is situated in the Town Of Charlotte, County of Chittenden, State of Vermont and,

WHEREAS, the undersigned parcel Lot owners are the owners or users of the Roadway Property situated in the Town Of Charlotte, County of Chittenden, State of Vermont and described as follows:

Lots 5-9 of the KR Properties subdivision share a 50' right-of-way used for ingress and egress of the house sites via a curb cut off of Mount Philo Road. The 50' right-of-way extends across the lands of Lots 9, 8, 7 and 6 in an easterly direction, serving house sites on lots 9, 8, 7, 6 and 5.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to above referenced shared driveway; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

1. General Road Maintenance and Repair.

Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. The cost of maintenance, repair, operation, improvement, snowplowing or replacement of the roadways and utilities, described within, shall be equally shared by the owners of Lot 5, 6, 7, 8, and 9 (on the basis of number of lots and not number of owners). The roadway is considered a shared amenity and lot owners will equally share in the roadway maintenance costs as soon as construction on an individual owner's lot commences. The Owner(s), for themselves and his heirs, successors and assigns, hereby waives any rights he, or any of them, now have or may hereafter acquire, to seek plowing, repair or maintenance from the Municipality with regard to said roadway. The shared roadway shall be maintained privately.

2. Damage caused by Construction.

In the event that the Road is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular lot or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular lot, then the Owner of the lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Road at the Owners expense and shall hold the Owners of the other lots harmless from any liability in connection with such damage or repairs.

The road way and easements are for the use of the owners of Lots 5,6,7,8 & 9, their family, friends, invitees, and emergency, fire, police, medical, service providers, contractors, and suppliers to the individual parcels.

3. Disputes.

If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute at the equally shared costs of the owners.

4. Grant of Easement.

Each party grants to the other a permanent easement over and across their respective properties for the purpose in ingress and egress and utilities to their adjoining properties. Lots 1-9 are benefited by a utility easement that runs along the shared right-of-way.

5. Amendments and Binding Effect.

This agreement may only be amended or revoked upon written consent and approval by the Municipality and by signature of parties, their successors, and assigns. This agreement shall not only be binding upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.