PROTECTIVE COVENANTS
LEWIS CREEK FARMS
CHARLOTTE, VERMONT

Property of J. Graham Goldsmith

In order to establish and maintain a residential development and neighborhood that will afford a maximum of protection to homeowners and to the Town of Charlotte in general, J. Graham Goldsmith of Charlotte Vermont (hereinafter the "Developer"), does hereby set forth the following Protective Covenants to be applied against a fourteen (14) lot residential development to be known as Lewis Creek Farms, as shown on a plan of land entitled "SUBDIVISION OF LEWIS CREEK FARMS," dated September 1986, and revised March 18, 1987, prepared by Palmer Company Ltd., (the "Plat") and recorded in Map Volume _____ at Page _____ of the Land Records of the Town of Charlotte. With the exception of the area described and depicted on the Plat as "Park Lot," all of the property and each of the lots depicted on the Plat are specifically made subject to these Protective Covenants:

1. Subject to receipt of applicable state and local permits and approvals, each lot shown on the Plat may be further subdivided but only to create a maximum of two resulting lots.

2. No improvement or structure whatever, other than a first class, single-family, private dwelling house, a guest house, patio walls, swimming pool, tennis court, fences, customary out buildings, garage, barn, roadways and driveways, utility services, water supply and waste water disposal systems, and improvements of similar kind or character, may be placed, or maintained on any lot in the subdivision.

3. Lots 1 and 3 are subject to a specific, additional covenant to preserve the agricultural use potential of such lots. Except for construction of the improvements described in Paragraph 2, above, and the construction of such improvements on lots resulting from the re-subdivision of Lots 1 and 3, pursuant to Paragraph 1, above, the open areas of such lots shall be maintained as open, cleared, and uncluttered land. This covenant shall not prevent the use of such open areas for planting of fruit trees, planting of gardens, maintenance of lawns and related activities.

4. No building shall be constructed closer to the Lewis Creek than 200 feet from the normal creek bank or below elevation 240 feet (as shown on the 1972 U.S. Geological Survey "Mt. Philo Quadrangle"), whichever shall afford the greater setback from Lewis Creek.

5. No building shall be constructed closer than 100 feet from the normal bank of streams and ponds, 100 feet from the normal edge of other wetland areas, and 100 feet from the edge of the "Quinlan Cemetary."

6. In the construction, or substantial reconstruction, of any structure on the property, the useful occupancy of which requires water or plumbing facilities, water-conserving plumbing fixtures shall be used and maintained, including but not limited to low-flush toilets, low-flow showerheads, and aerator-type or flow-restricted faucets.

7. No elevated tanks of any kind shall be erected, placed or permitted on any part of any lot subject hereto, and any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuel, must be buried or walled sufficiently to

conceal them from view from neighboring lots, roads or streets. All garbage cans, equipment, wood piles, and storage piles shall be walled in to conceal them from view from neighboring lots, roads or driveways Plans for all enclosures of this nature must be approved by the Developer, or his successors and assigns, prior to construction.

8. All electrical service and utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas shall be erected or placed, or maintained on any part of such premises. However, the restrictions contained in this Paragraph 8 may be waived by the Developer or his successors and assigns. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

9. No lot shall be used in whole or part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall there be any burning of solid wastes; nor shall any substance, thing or material be kept upon any lot that will emit foul or noxious odors, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

10. No tents, shacks or mobile homes shall be maintained on the premises.

11. No signs, sign boards or advertising structures of any kind shall be erected or placed on any lot except signs

required to advertise the property during the construction and/or resale or renting period as may be deemed necessary by the Developer or his successors or assigns.

12. All plans for the construction of private roads, driveways, buildings, fences, walls or structures to be erected upon any lot and the proposed location thereof upon any lot, and any changes after approval thereof, any exterior remodeling, reconstruction, alteration or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Developer or his successors and assigns, which approval shall not be unreasonably withheld.

13. For the purpose of further insuring the development of the property as an area of high standards, the Developer reserves the right to review and to approve or disapprove the exterior design and finish of all buildings, structures, and other improvements to be constructed, improved, reconstructed, or restored, other than as originally built, on any lot, as well as to make other exceptions to these Protective Covenants as the Developer or his successors and assigns may deem necessary and proper. Each such building, structure, or improvement shall be placed on the premises only in accordance with the plans and specifications and plot as approved by the Developer, or his successors and assigns. The Developer, or his successors and assigns, may disapprove plans and specifications for any reason, including purely aesthetic reasons, in his sole discretion reasonably exercised.

14. The owners of any lot are prohibited from and [illegible] with the Developer, and his successors and assigns,

not to give, grant, convey, or establish any easement or right of way across or upon the lot of the owners to establish access in any manner, except from adjacent or adjoining properties to the lot of the owners and except as may exist at the time that the owners take title to said lot, without first obtaining the written approval of the Developer or his successors and assigns.

15. The grounds visible from the roadways in said development shall be maintained in a manner in keeping with residential home sites and with the general quality of the development. No clothes lines or other items used to hang clothes or for drying or similar purposes shall be permitted on any lot.

16. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be approved for the lot owners on request by the Developer or his successors and assigns, shall be permitted. No other sign of any kind or design shall be allowed. Nothing herein shall be construed to prevent the Developer or his successors and assigns from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the development of the subdivision.

All restrictions herein set forth shall be regarded as covenants and not conditions and shall run with the land and be in full force and effect against and binding on all owners of any interest in any land subject hereto for twenty-five (25) years from the date hereof, unless earlier amended as hereinafter set forth, after which time said

covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of a majority of the lots, and approved in writing insofar as required by State of Vermont Land Use Permit 4C0698, has been recorded agreeing to change said covenants in whole or in part.

These covenants may be amended at any time by a written instrument, setting forth the amendment, executed by all of the holders of record title to any interests in the property subject to the covenants at the time the covenants are amended. The consent of District 4 Environmental Commission shall be noted on the recorded instrument amending the covenants, to the extent the amendment affects a covenant which is also a condition of Land Use Permit #4C0698, as amended from time to time.

Dated at Charlotte, Vermont, this 30TH day of APRIL, 1987.

IN THE PRESENCE OF:

J. GRAHAM GOLDSMITH

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Charlotte, Vermont, this 30TH day of APRIL, 1987, personally appeared J. GRAHAM GOLDSMITH, and he acknowledged this instrument by him sealed to by his free act and deed.

Notary Public

My Commission Expires: 2-10-91

CHARLOTTE CLERK'S OFFICE
May 4 1987
Received for record at 8:40 o'clock AM
and recorded in Vol. 52 on Page 100-104
Attest. Margaret B Harrison Asst. Town Clerk