

SCHEDULE B

(a) The lands hereby conveyed shall not be used for any manufacturing or commercial purposes, including ski lodges, nor for any other non-residential purpose whether or not enumerated herein. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one-family dwelling not to exceed two and one-half stories in height and a private garage, greenhouse and a tool and storage house to be used in connection with the maintenance of the lands and premises herein conveyed. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Nothing herein contained, however, shall be construed to prevent the construction of trellises, arbors or other structures whether or not attached to the dwelling designed for the pleasure or recreation of the owners hereof.

(b) No building shall be located on any lot nearer to any lot line than twenty feet without approval from the developer, provided, however, that steps, windows, porches and other similar projections may be within said distances, and except that no side yard shall be required for a garage or other permitted accessory building.

(c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of said premises, except that household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(e) No part of said premises shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(f) By accepting and recording this instrument, grantee covenants to be and remain a member of an association of other landowners in this development deriving title through grantor which association may be unincorporated or an incorporated-not-for-profit membership association, which association shall be responsible for and shall have a maintenance easement on the lands of grantee as necessary for maintaining all roads, private walks and driveways in the development, including snow removal, garbage removal, lawn care and for maintenance of the fire pond in the development. In addition to the above enumerated responsibilities of such association, it shall have the right to clean up the exterior of any property in the development and charge a reasonable cost thereof to the owner. All charges, whether for roads, driveways, snow removal, garbage removal, fire pond or exterior maintenance of individual properties shall be a lien on the property and shall be enforceable by the association in the same manner as the foreclosure of a mortgage lien. All expenses of the association shall be borne equally among all landowners with buildings on their properties. The association shall bill its expenses for the calendar year beginning January 1 based on a budget approved by a majority of the owners having buildings on their property.

(g) There shall be no construction of roadways, driveways, buildings, garages or other improvements and there shall be no remodeling, reconstruction or alteration of or addition to any real property improvements upon the subject property without the written approval of plans and specifications thereof by Developer, its successors or assigns. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications and any construction as above referred to

SCHEDULE A

Being a portion of the same lands and premises conveyed to T. C. Construction Corp. by Warranty Deed of Peter Jan Anstatt, et al, dated and recorded December 21, 1981 in Book 50, Pages 575-578 of the Dover Land Records and described as follows:

Being the same lands and premises designated Lot No. 39 as shown on a survey entitled: "Bears Crossing, West Dover, Vermont", prepared by Dauchy Associates, Inc., Registered Surveyors, Jamaica, Vermont, dated August 12, 1987, Scale 1" = 40', and recorded in the Dover Town Clerk's Office on August 31, 1987 in Map Cabinet 1, Map 161, Slide 260 of the Dover Land Records, said lands and premises being described in said survey as follows:

Commencing at a point being in the westerly side of Bears Haven Road, so-called, which point marks a northeast corner of the herein conveyed premises and the southeast corner of Lot 38 as shown on said survey; thence along the westerly line of so-called Bears Haven Road S 13' 58' W on a curve to the right the radius of which is 231.8 feet, the delta of which is 28-25' a distance of 25.0 feet to a point, thence continuing along the westerly side of Bears Haven Road, so-called S 13' 58' W a distance of 37.4 feet to a point, which point marks the southeast corner of the herein conveyed premises and the northeast corner of Lot 40 as shown on said survey; thence along the southerly line of the herein conveyed premises S 80' 14' W a distance of 265.0 feet to a point, which point marks the southwest corner of the herein conveyed premises; thence along the westerly line of the herein conveyed premises and a northeasterly line of Lot 49 as shown on said survey N 34' 08' W a distance of 57.0 feet to a point of curvature; thence along a curve to the left, the radius of which is 50.0 feet, the delta of which is 57-32', a distance of 50.2 feet to a point, which point is in the southerly line of Bears View Road, so-called, and a northwesterly corner of the herein conveyed premises; thence running along the southerly line of the so-called Bears View Road and a northwesterly line of the herein conveyed premises N 58' 20' E a distance of 171.7 feet to a point, which point marks a southwesterly corner of Lot 38 as shown on said survey; thence along a northerly line of the herein conveyed premises and the southerly line of Lot 38 as shown on said survey, the following courses and distances: S 43' 00' E a distance of 100.0 feet to a point, S 89' 00' E a distance of 70.7 feet to the point and place of beginning. The herein conveyed parcel being 0.71 acre more or less.

RESERVING to the Grantor, its successors and assigns, an easement for the erection, installation, construction, and maintenance of storm drains and sewer, electric, telephone and cable television lines, whether above or under ground, and an easement to maintain certain grades and slopes for slope control and drainage purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with the drainage patterns thereby established or which might create erosion, sliding problems or change or obstruct or retard drainage flow, limited only to the extent that such easements shall not be exercised in a way to interfere with the beneficial enjoyment of any improvements constructed on the Schedule A premises.

FURTHER RESERVING to the Grantor, its successors and assigns, a blanket ski easement for the purpose of constructing and maintaining a cross-country ski trail through the Schedule A premises on a course to be determined by said T. C. Construction Corp., its successors and assigns.

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- (b) No building shall be located on any lot nearer to any lot line than twenty feet without approval from the developer, provided, however, that steps, windows, porches and other similar projections may be within said distances, and except that no side yard shall be required for a garage or other permitted accessory building.
- (c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.
- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of said premises, except that household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- (e) No part of said premises shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (f) By accepting and recording this instrument, grantee covenants to be and remain a member of an association of other landowners in this development deriving title through grantor which association may be unincorporated or an incorporated-not-for-profit membership association, which association shall be responsible for and shall have a maintenance easement on the lands of grantee as necessary for maintaining all roads, private walks and driveways in the development, including snow removal, garbage removal, lawn care and for maintenance of the fire pond in the development. In addition to the above enumerated responsibilities of such association, it shall have the right to clean up the exterior of any property in the development and charge a reasonable cost thereof to the owner. All charges, whether for roads, driveways, snow removal, garbage removal, fire pond or exterior maintenance of individual properties shall be a lien on the property and shall be enforceable by the association in the same manner as the foreclosure of a mortgage lien. All expenses of the association shall be borne equally among all landowners with buildings on their properties. The association shall bill its expenses for the calendar year beginning January 1 based on a budget approved by a majority of the owners having buildings on their property.
- (g) There shall be no construction of roadways, driveways, buildings, garages or other improvements and there shall be no remodeling, reconstruction or alteration of or addition to any real property improvements upon the subject property without the written approval of plans and specifications thereof by Developer, its successors or assigns. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications and any construction as above referred to

shall be in strict compliance with approved plans and specifications. This right of approval is reserved to enable Developer to exercise its judgment with respect to location, design, quality of workmanship, materials, harmony with existing structures and the effect of proposed structures on topography, finish grade elevations, trees and overall maintenance considerations.

The conditions and restrictions set forth in the foregoing paragraph shall not apply to the repair or reconstruction of existing premises damaged or destroyed by fire or other catastrophe or accident, (natural or man-made when the repair or reconstruction is performed in accordance with the original plans of the premises so destroyed or damaged).

All approvals required by this section shall not be unreasonably withheld and failure to state objections in writing to any proposed plans or specifications submitted for approval within fourteen business days of receipt of said plans shall constitute in all ways approval of said plans. All objections to said plans shall be in writing, and specific in nature and content.

(h) No fence, wall or hedge shall be erected or maintained on the subject property which shall unreasonably restrict or block the view from an adjoining unit or which shall materially impair the general landscaping and natural appearance of the development. To this end, no fence, wall or hedge shall be constructed or installed until its height, type, design and location shall have been approved in writing by Developer, or its duly authorized agent.

All approvals required by this section shall not be unreasonably withheld and failure to state in writing objections to the height, type of design and location of any proposed fence, wall or hedge for approval within fourteen days of receipt of said plans shall constitute in all ways approval of said plans. All objections to said plans shall be in writing, and specific in nature and content.

(i) The native growth upon the subject property shall not be permitted to be destroyed or removed except as approved in writing by Developer. By way of particularization and not limitation, it is further provided hereunder that property owners must obtain written approval of Developer before cutting any conifer trees or any deciduous trees. Removal and replacement of dead or destroyed trees is workmanlike maintenance as said term is hereinafter described.

(j) No trailers, campers, tents or temporary living quarters shall be on any of the subject property. No property shall be used as a junk yard or for the storage of unregistered motor vehicles of any kind. No trucks, camping trailers, or house trailers of any kind shall be permitted to be parked upon the subject property for a consecutive period of time in excess of twelve hours, unless the same are present in connection with the actual construction of the buildings or repair of buildings located on the subject property.

(k) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of these covenants are recorded in the Dover Land Records, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the premises affected thereby has been recorded agreeing to change said covenants in whole or in part.

(l) Enforcement shall be by proceedings at law or in equity by any owners of premises covered by these covenants against any person or persons violating or attempting or threatening to violate any covenant either to restrain violation or remove any violation or to recover damages.

(m) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(n) All owners shall be required to install and maintain low flush toilets (3.5 gallons per flush), and water restrictor on all faucets.

(o) All dwellings must have minimum insulation requirements of R-38 in roof and R-19 in exposed walls and floors.

(p) Dwellings must have telephone installed and kept in service at all times.

(q) All buildings shall be restricted to a maximum height of thirty-five (35) feet.

(r) There shall be no clearing in excess of thirty (30) feet from the dwelling, except for a driveway.

(s) Landscaping and lighting shall be done substantially in accordance with the balance of the project.

(t) All exterior siding must be Channel Rustic Pine or Cedar Boards and stained in a neutral color.

shall be in strict compliance with approved plans and specifications. This right of approval is reserved to enable Developer to exercise its judgment with respect to location, design, quality of workmanship, materials, harmony with existing structures and the effect of proposed structures on topography, finish grade elevations, trees and overall maintenance considerations.

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