



Mountain Top Inn & Resort
Trailside Cottages
Homeowners Association
Covenants & Restrictions

Any said or building thereon to be erected, shall be for residential purposes only, and shall not be used for any business, trade, manufacturing or commercial purposes; provided however that the owner of said parcel may within the residential building thereon, personally practice his profession so long as the same shall not require his clients or customers to visit the premises. The restriction of this paragraph, however, does not prohibit the Leasing or rental of a single- family residential building as a single unit for a period of time by an owner thereof, to a lessee who will occupy said building as a private residential dwelling.

2. Upon purchase of a building lot:

a. Not more than one, single-family residence shall be constructed on any parcel within said residential development. The residence shall contain a maximum of 2500 square feet, and a minimum determined appropriate by the design review board (Mountain Top Inn Management) of heated living area exclusive of garages, basements, and breezeways. In determining the maximum size home permitted on any lot the design review board shall consider the relationship of the size of the proposed home to the available building area of the subject lot along with the general massing of the proposed home and its orientation with respect to the other lots in the development.

b. A garage shall be no more than a one car / 1 bay

c. The single family residence must be substantially complete within 2 years of purchase date of property unless this is extended in writing by the property Design Review Board. If at the end of two years, the home owner is not able to perform per this provision, The Mountain Top Inn & Resort has first right of refusal on the purchase of this lot, with the lot price adjusted per the Boston Consumer Price Index, therefore adjusting for inflation / deflation.

d. The ability to construct a detached building is site specific. Any detached building must first be approved by the design review board.

3. No commercial or business vehicle, house trailer, mobile home, motor home, camper or camper trailer, unregistered motor vehicles, boats, and the like or temporary structure (other than temporary structures approved by the Design Review Board, as hereinafter defined, which are used in connection with the construction of approved buildings, structures or other improvements) shall

erected, placed, stored or allowed to upon any lot except in a enclosed garage. No building or structure shall erected, placed or installed on any parcel, nor shall any building or structure be altered in external appearance until the building plans, specifications, (including building elevations and external building color scheme), and a plot plan showing the location of said structure and related site work (driveways, tree cutting, etc.), shall have been submitted to and approved in writing by the Design Review Board, with reasonable regard for the fitness of external design and color, the location of buildings and soundness of construction. Approval of the same shall not be unreasonably withheld and property owner may begin construction upon receiving written notice by the Design Review Board within thirty (30) days of the submission of such material to the. Design Review Board.

5. External lighting shall be shielded, and directed downward, so as not to project light off the lot and driveway which it serves. The intent is to prohibit all lighting (including seasonal decorative lighting) serving the lots in the residential development from projecting off-site onto surrounding properties and public roadways. Colorful Christmas lights (in the appropriate season) are permitted. No outdoor displays consisting of faux Santa, snowmen, etc. are permitted. There shall be no lighting of the private, shared road, and any free standing, pole type light fixtures used to illuminate the individual driveways shall be decorative in nature, and shall be located in the immediate proximity of the house on the lot said driveway serves.

6. All satellite dishes, or receivers, so-called, for television reception or other telecommunications, including by way specification, but not limitation, radio, television, telephone and the like, shall not be installed on any lot until the said satellite dish or receiver and its location has been approved by the Design Review Board.

7. Each lot owner, in construction of a driveway connection to any right of way installed in the subdivision, agrees to install a minimum fifteen (15) inch sized diameter culvert if proven necessary because of grade topographic constraints. All owners agree to execute a Maintenance Agreement for the maintenance of the private, shared, subdivision road. Repair and upkeep thereof shall be divided equally among the owners of lots with in the subdivision.

8. Construction plans development designed so that adequate parking is provided on the individual site for homeowners guests so that parking will not be required on any right of way through said development.

9. No parcel shall be sold, leased, transferred, or in any way subdivided in parts smaller than the whole, so as to create or provide an additional building lot. There are to be no more than a total of 11 (11) build able lots in this subdivision.

10. No offensive or unsightly conditions or use which tends to be objectionable to the neighboring owners shall be allowed to be commenced or maintained on any of said lots. Trash containers shall be located indoors until such time as their removal to the local transfer station. This restriction shall include

the maintenance of cattle, horses, farm stock, barns or stable for any commercial use. This restriction shall not preclude an owner from keeping household dogs or cats inside of their home. Dogs and cats are allowed outside only under the immediate supervision of the owners or their representative. An electric "invisible fence" may be installed; however, excessive barking, or aggressive behavior must be controlled by said owners. Refusal to do so may jeopardize pet ownership within the subdivision. Animal waste must be immediately cleaned from the lots of the common area. The posting of signs larger than 1.5square feet in area, the excavation of lands so as to leave an unsightly hole, or pile of dirt or rocks and the burning of any garbage and refuse on any lots, except during periods of construction, are also prohibited. This restriction also applies to firearms. There will be no discharging of firearms within the boundaries of the trailside cottages.

11. Any home to be built in the subdivision will reflect the designs submitted by Brad Rabinowitz (Architect) . All designs must be approved by the Design Review Board before construction may commence. No structure erected, built or constructed on any lot shall have any unfinished foundation wall exposed more than twelve (12) inches above the grade of the site visible from any access road through the subdivision; nor shall the structure have a flat or single pitch roof over the principal enclosed area of the structure; main roofs must have a 12/12 slope and secondary roofs can vary between a 3/12 slope and a 7/12 slope and be standing seam (metal). Exterior to be finished with wood clapboards, brick, stone, wooden shingles or vertical wood siding. Alternate materials may be approved by the Design Review Board if deemed to be in conformance with the character and quality of the homes in the subdivision. Exterior color schemes are generally to be dark stained siding matching or similar to the 2 base schemes noted. Plumbing construction shall utilize only low flow plumbing fixtures. Construction shall meet current adopted State Energy Codes.

12. Preservation of Trees - these restrictions are imposed to preserve the ecology and scenic beauty of the new development, and to provide screening from offsite activities. No trees greater than 4" breast height diameter shall be cut or removed without first obtaining the approval of the Design Review Board. This restriction shall not apply to trees which may be damaged by storm, disease or fire or those that present a danger to a structure or other improvements.

13. Landscape: Lawn areas shall be graded and grass planted immediately after building construction is substantially complete. Total lawn area not to be greater than 5 times the area of the house footprint and not extending further than 20' from the house or drive.

14. Invalidity of anyone of these covenants or restrictions, whether by judgment or any order of court or otherwise, shall not adversely affect the validity of the other provisions which remain in full force and effect.

15. Until all lots are sold and developed, each lot home owner will be responsible for 1/9th cost of common area maintenance, including their lawn, driveway, trash removal, and any house check costs; Upon the sale of the ninth (9th) lot a homeowners association shall be formed consisting of three (3) owners of lots located within said subdivision, elected by a vote of all property owners. Any and all of the rights, powers and privileges assigned to the Design Review Board hereby will be assigned to the homeowners association. The design restrictions however are not to change at any point of time.

16. Until all building lots in the subdivision project are sold by the Grantors, Grantors do reserve the right to make amendments to this Declaration and the protective covenants, restrictions and reservations herein contained, to the extent that such amendments are deemed by the Grantors, to be necessary or desirable and consistent with the general purposes of this Declaration and not of material financial detriment to any existing lot owner. This reservation also applies to minor change in the lot lines of any unsold lots deemed necessary or desirable to maintain the desired character of the Trail Side Cottages Subdivision.

17. All lots shall be subject to the terms and conditions of all Local, State and Federal permits, rules, regulations and statutes governing the lands of the subdivision.

18. No on-site, bulk storage of gasoline or other fuels shall be permitted on any of the lots used to heat homes or emergency generators. Not more than ten (10) gallons of other stored on each lot for emergency purposes and/or operation of power tree trimming/cutting tools, snow blowers, mowers tools or shall permitted.

19. The Community Storm Water Discharge Facilities shall be appropriately maintained including inspecting, cleaning and reshaping ponds, channels, ditches and swales, brush and grass cutting, or any and all other work reasonably necessary for the perpetuation of the storm water facilities for their intended function. The cost for this maintenance shall be divided equally among the property owners.

21 Each residence in the trail side cottages subdivision will be served by its own drilled well and shared septic system. These systems must be built in conformance with the engineering plans and specifications approved by the State of Vermont Agency of Natural Resources in Water Supply and Waste Water Disposal Permit _____. The wells are to be located upon the lots that they serve. The maintenance costs of the septic systems shall be divided equally by the lot owners that each individual system serves.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____
Day of _____, 2013

State of _____ Country, SS.

AT _____ THIS DAY OF _____ 2013,

Personally appeared _____