

BITTERSWEET LANE, BRATTLEBORO, VERMONT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOW COMES Cersosimo Industries, Inc., a Vermont corporation with an address of P.O. Box 1800, Brattleboro, Vermont 05302 and owning real property located in Brattleboro, in the County of Windham and State of Vermont for a description of which reference is hereby made to the deed of Janet Lee Cohen, dated November 7, 2005 and recorded in Book 344, Page 440 of the Brattleboro Land Records, and further reference is made to a set of plans entitled "Subdivision Plan prepared for Cersosimo Industries, Inc. and Kyle T. Tyler and Carmen Campbell-Tyler, East Orchard Street, Town of Brattleboro, Windham County, State of Vermont" dated April 12, 2007 prepared by SVE Associates, Brattleboro, Vermont, bearing Project No. BR421-06 and approved by the Town of Brattleboro Development Review Board on June 7, 2007 and recorded in the Brattleboro Land Records at Slide #A207.4 and furthermore the said Cersosimo Industries, Inc. does hereby declare that the following covenants, conditions and restrictions shall apply to the aforesaid real property and building lots shown on the aforementioned plans and shall constitute covenants that shall run with all and every part of the afore-described land for the benefit of the Grantor and the Grantor's successors and assigns and shall be binding on all parties hereafter acquiring said lots or any interest therein, and shall be considered to be appurtenant to and included in any conveyance of any part of the above-described real property, whether or not specifically referred to therein.

1. All Lots 1 through 7, so designated on the aforesaid plan shall be used only as residential lots in conformance with the Brattleboro Zoning Ordinance.
2. No structure shall be erected, altered or placed on any such lot, other than a dwelling house plus a private garage and other necessary out-buildings incidental to residential use.
3. No building or structure shall be erected, placed or altered on any lot until the building plans, specifications, and a lot plan showing the location of said structures shall have been approved in writing by Cersosimo Industries, Inc., or their agents or successors, with reasonable regard as to fitness and harmony of external design with existing or planned structures in the development and as to the location of the building with respect to finished ground elevations.
4. No building lot shown on the recorded plan may be further subdivided nor used as access to other lands without the written consent of Cersosimo Industries, Inc.
5. No manufacturing or commercial enterprise shall be carried on or maintained upon any of the residential lots. However, a reasonable in home occupation may be pursued so long as it does not detract from the residential character of the neighborhood and is in conformance with the Brattleboro Zoning Ordinance.
6. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any lot, nor shall any use which may constitute a nuisance be made of any lot.
7. No trailer, shed, or other temporary or moveable building or facility shall be erected or maintained on any lot, except as may be reasonably necessary for a short period of time to facilitate construction operations which shall not exceed ninety (90) days.
8. No basement, tent, garage, barn, shed or other outbuilding erected or maintained on the premises shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, except for occasional recreational uses. House trailers and mobile homes are entirely prohibited. Unregistered motor vehicles or junk shall not be permitted on the lots unless stored inside an approved structure.

9. Each residence shall be constructed to include water saving equipment as follows:
 - a. All water closets shall be low-flow design with a maximum usage of 3.5 gallons per flush.
 - b. All showerheads shall include flow restrictors not exceeding the rate of 2 gallons per minute.
 - c. All sink faucets shall include aerators not exceeding the rate of 2 gallons per minute.
 - d. Water pressure shall be operated not in excess of 60 pounds per square inch.
10. Each single family residence shall be constructed to include energy conserving specifications as follows:
 - a. Insulation shall be installed in accordance with the following minimum specifications:
 1. Foundation -R-10
 2. Exterior -R-19
 3. Roof/Ceiling -R-38
 4. Windows -R-3
 - b. A continuous vapor barrier shall be installed on the interior of the shell.
 - c. Electric resistance heating systems shall not be used as the primary heating source for the dwelling.
11. All energy and water conservation devices and all insulation incorporated in any structure shall be properly maintained and kept functioning consistent with their design purposes.
12. No swine, cattle, sheep, goats, or other large animals shall be kept on an individual lot or lots. This restriction shall not refer to dogs, small domestic animals, or pets of a quiet and inoffensive nature. Dogs shall at all times be leashed or kept within secure enclosures.
13. Erosion Control guidelines for individual lot development:
 - a. General Conditions
 1. Driveways and buildings shall be integrated with the existing topography in order to minimize the amount of cuts and fills.
 2. To the extent possible, the smallest area shall be exposed for the shortest possible amount of time.
 3. Wherever possible, existing desirable vegetation shall be saved and protected.
 - b. Planning Criteria
 1. Provisions shall be made to safely conduct surface and seepage water to storm drains, protected outlets or to a stable watercourse to insure that the runoff will not damage slopes or other graded areas.
 2. Cut and fill slopes shall not be steeper than 2:1. If slopes are to be mowed, then the slope should be at least 3:1 or flatter.

3. Wherever possible, runoff water shall be diverted away from the top of cut and fill slopes to stable outlets.
 4. No fill shall be placed where it will slide or wash upon the premises of another individual or placed adjacent to a drainage swale which may create bank failure or reduce the carrying capacity of the swale.
 5. Areas adjacent to buildings and around wells shall be graded to provide positive drainage to surface water away from such structures.
- c. Construction Practices
1. Topsoil removed by grading shall be stockpiled and redistributed over disturbed areas. The stockpile shall be temporarily seeded and mulched at the specified temporary rate unless it is to be used within four (4) weeks after stockpiling. A swale of not less than twelve (12) inches shall be constructed around the stockpile and a hay bale barrier shall surround the swale.
 2. Disturbed areas which are not immediately and permanently fertilized, seeded and mulched shall be graded to minimize erosion and seeded and mulched with temporary vegetation. The seed shall be incorporated into the soil to a depth of three (3) to four (4) inches. Temporary seed shall be annual Ryegrass applied at a rate of forty (40) pounds per acre. After seeding, the soil shall be mulched with straw or hay at the rate of one and one-half (1.5) tons per acre.
 3. To determine the proper fertilizer and seed mixture, soil samples shall be sent to the County Extension Service for analysis. Their recommendations regarding fertilizer and seed mixtures shall be followed. In lieu of the recommendations from the Extension Service, a minimum of two (2) tons of lime per acre and one thousand (1,000) pounds of 5-10-10 fertilizer per acre shall be worked into the top three (3) or four (4) inches of soil in order to prepare a reasonably firm seedbed. Conservation mix seed, or approved equal, shall be applied at the rate of forty (40) pounds per acre. The soil shall then be firmed by rolling or packing. All seeded areas shall be mulched with straw or hay immediately following the seeding operation at the rate of one and one-half (1.5) tons per acre.
 4. Earthwork operations shall be suspended during extended rainy periods.
- d. Construction Sequences
1. Straw or hay bale barriers shall be installed at the down slope side of disturbed areas and at the bottom of the fills as required to minimize the amount of sediment leaving the site. Straw or hay bales shall be replaced as they become clogged with silt.
 2. Following the installation of erosion control measures, the site shall be cleared, diversion swales constructed as required, topsoil stripped and stockpiled and disturbed areas fertilized temporarily or permanently seeded and mulched.
 3. Land leveling operations for buildings, driveway and sewage disposal area will be completed. As soon as the cut and fill areas have received final grading, topsoil shall be spread all over disturbed areas and limed, fertilized, permanently seeded and mulched. Landscaping will be carried out to provide ornamental shrubs and trees as appropriate.

14. No advertising signs of any kind shall be permitted on any lot except "For Rent" and "For Sale" signs having not over four square feet of surface area and small name or number plates having not over two square feet of surface area.
15. No barbed wire or electric fence shall be erected and maintained on any lot except with written approval of Cersosimo Industries, Inc. or its authorized agents or successors. Lines or appliances, upon which to hang or expose laundry, shall be erected and maintained in as inconspicuous a place as possible.
16. Development and improvements of lots shall be carried on in such a way as to avoid unnecessary removal of natural trees and shrubs, insofar as reasonably possible, nor shall unnecessary removal of trees occur in any buffer area as shown on the aforementioned plot plan. Nothing in this paragraph shall limit tree removal in areas that are needed to create curtain drains, septic systems, water wells or to locate hiking or cross country ski trails or to remove unsafe, diseased trees or to maintain a lawn or garden.
17. Cersosimo Industries, Inc. or its assigns, reserves such rights of way and rights of entry at all reasonable times and places as may be necessary to maintain, replace, repair or restore drainage conduits or utility lines which may be owned or controlled by Cersosimo Industries, Inc. or its assigns, for the benefit of the residential areas.
18. No excavation for stone, gravel or earth shall be made upon any lot except for walls, basements, cellars, or other necessary appurtenances for residential use. All excavations or removal of earth or material or deposit, after construction of the basins, swales, berms, etc. as shown on the approved subdivision plans, thereof shall be subject to written approval of Cersosimo Industries, Inc., or its assigns in accordance with Paragraph 3 hereof.
19. No lot 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
20. Since some of the area covered by this Declaration is situated on a hillside, there may from time to time be a substantial amount of natural surface water drainage and runoff flowing over the area. No lot owner or other person shall interfere with or direct the natural course of any such drainage and runoff except as depicted on the approved subdivision plans so as to alter its natural flow onto or across the land of another except where reasonably necessary to construct a dwelling thereon.
21. Any construction shall be completed within one hundred eighty (180) days of the date of beginning with all exterior construction completed within one hundred twenty (120) days of the date of beginning. No residence shall be occupied until the exterior construction is complete.
22. Common areas within the subdivision shall be all roadways and adjacent areas and improvements therein within the limits of the roadway right-of-way shown on said Subdivision Plan, the reserved areas for drainage and fire protection systems, all drainage pipes and lines appurtenant to the same and all easements across all lots for said pipes and lines. Cersosimo Industries, Inc. hereby reserves an easement for itself and its successors and assigns over and across any and all lots as is necessary for the installation and maintenance of the proposed drainage system and further reserves an easement for the use of said drainage system or itself, its successors and assigns.
23. Cersosimo Industries, Inc., Inc., or its assigns, shall have the right to dedicate all or any portion of the commons areas to the Town of Brattleboro and upon acceptance

by the Town, unless otherwise agreed, shall not be responsible for future maintenance there of.

In the event the Town of Brattleboro refuses to accept the roads as Town roads, then and upon notice from Cersosimo Industries, Inc. or any three lot owners, all lot owners shall meet and form a Lot Owner's Association.

- a. Each lot shall be afforded one vote. The Association shall meet from time to time after five (5) days written notice to each lot owner and shall elect officers, agree upon maintenance of all roads and common areas of the development, set the annual maintenance fee and collect the same from the lots owners.
 - b. In the event that a Lot Owners Association shall not form or shall cease to function or exist, or its members shall fail to reach agreement concerning road maintenance, or such agreement shall be ineffective, then each lot shall be responsible for 1/7th of the annual maintenance fee no matter where located. Unpaid annual maintenance shall constitute a lien on the lot, held by those persons paying that share, until paid in full.
 - c. The Association shall ensure that all reasonable maintenance of the common area is undertaken.
 - d. The annual maintenance fee shall be set by a majority vote of the lot owners attending a duly warned meeting.
 - e. In the event that a road maintenance agreement is not reached by the Lot Owners, and Seller continues to own one or more of the development Lots, Seller shall be responsible for a portion of the road maintenance expenses at a rate of 1/7th share for each Lot held by Seller.
24. The terms of these privileges, restrictions, presents and covenants shall be fifteen (15) years from the date hereof, at which time they will be automatically reenacted, unless amended by Cersosimo Industries, Inc. or its successors or assigns or by a two-thirds vote of the lot owners.
 25. The above restrictions are in addition to any ordinances or zoning controls enacted by the Town in which said lot is situated.
 26. Cersosimo Industries, Inc. hereby reserves for itself, its successors and assigns, a right of first refusal on the resale of any lot, with or without improvements. The seller of any lot shall submit a true copy of any purchase and sale contract to Cersosimo Industries, Inc. and Cersosimo Industries, Inc. shall have thirty (30) days from the date of receipt thereof to exercise its right to match the offer by delivering to the seller or seller's agent or attorney a written notice of its intention to so exercise. In the event Cersosimo Industries, Inc. exercises its option then it shall make the purchase on the same terms and conditions as in the original purchase and sale agreement except that it shall have at least thirty (30) days from the date of the exercise of its right to close

Dated at Brattleboro, Vermont this 18th day July 2012.

IN PRESENCE OF:

CERSOSIMO INDUSTRIES, INC.

Melissa Brown

Dominic A. Cersosimo

By: Dominic A. Cersosimo, President and
duly Authorized Agent

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Brattleboro, this 18th day of July 2012 personally appeared, Dominic A. Cersosimo and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of Cersosimo Industries, Inc.

Before me,

Melissa Brown

Notary Public

My Commission Expires: 10 February 2015