

BECKLEY HILL PLANNED DEVELOPMENT
DESCRIPTION OF DEVELOPMENT AND
PROTECTIVE COVENANTS

Now comes the developer of Beckley Hill Planned Development, Fecteau Residential, Inc. ("Developer"), a Vermont corporation with its principal place and business in the City of Montpelier, County of Washington, and State of Vermont, and does hereby make the following description of the development and bind the herein identified property to the terms, conditions, and requirements of the herein declared protective covenants:

Description of the Development

General Description

The property is currently designed and being permitted to include Lot 1 consisting of twenty eight (28) unit condominium association and forty-four (44) lots as a mix of single family dwellings and duplex dwellings, for a total of ninety (90) living units. There are seven clusters of four units each that will share a common driveway, with the driveway to also be the easement area for utilities.

The exact configuration of the lots, and whether a particular lot will be developed as a single family dwelling or duplex dwelling, is yet to be finally determined. The Developer retains all residual rights to amend this general description. As such, the final number of single family lots and duplex lots, and thus the total number of dwelling units, may change. These changes have no effect on the protective covenants set forth herein.

The single family dwellings shall be bound to the Protective Covenants as set forth herein, as amended.

The duplex dwellings shall be bound to the Protective Covenants as set forth herein, as amended. The Lots that are developed as duplex units will also be made subject to a Declaration of Condominium for that particular lot. A separate Declaration of Condominium will be made for each individual Lot that is developed with a duplex structure. Attached to this Description of Development and Protective Covenants as Exhibit A, is a "Template of Declaration of Duplex Condominium Association." All of the individual Declarations will use this template as a basis for its Declaration. For example, should Lot 3 be developed as a duplex, on or before the conveyance of the first unit, the Developer will execute and record the "Lot 3 Condominium Declaration" which will refer to, and incorporate therein by reference, all of the terms of the "Template of Declaration of Duplex Condominium Association," except as it thereafter describes. The intent of this practice is to streamline the creation of Declarations for each duplex association and to reduce the recording of duplicative boilerplate terms that will be similar among all of the duplex condominium associations.

Lot 1 shall be subject to rights of the owners of Lots 2 through 45 to use the open space on Lot 1. The open space is identified and detailed in Easement Data #21 of the herein referenced survey.

Legal Description

The Developer owns a parcel of land off of Beckley Hill in the Town of Barre, said parcel being more particularly described as:

Being a part of all and the same lands and premises conveyed to Fecteau Residential, Inc. by warranty deed of Richard J. and Joann Wobby dated July 15, 1987, and recorded in Book 109, Page 119 of the Town of Barre Land Records.

It being a part of all and the same lands and premises conveyed to Richard J. Wobby and Joann Wobby by two warranty deeds of Edward and Ethel Rudd:

Parcel 1: Being a part of all and the same lands and premises conveyed to Richard J. and Joann Wobby by warranty deed of Edward and Ethel Rudd dated October 2, 1968, recorded in Book 50, Page 97 of the Town of Barre Land Records; and

Parcel 2: Being a part of all and the same land and premises conveyed to Richard J. and Joann Wobby by warranty deed of Edward and Ethel Rudd dated October 19, 1970, and recorded in Book 54, Page 424 of the Town of Barre Land Records.

Also including the benefit of all easements conveyed to Fecteau Residential, Inc. by Easement Deed of Fecteau Residential, Inc. dated October __, 2019 and recorded in Book __, Page __ of the Town of Barre Land Records.

The property is shown on a plan entitled, "SUBDIVISION SURVEY, FECTEAU RESIDENTIAL, INC., PLANNED UNIT DEVELOPMENT, BECKLEY HILL ROAD, TOWN OF BARRE, VT", dated 12-20-17, revised 01-10-18, Project No. 2016 111", by Chase & Chase, Surveyors & Septic Designers, Inc., which plan consists of 4 sheets and is on file in Slide _____ of the Town Clerk's Office of the Town of Barre (hereinafter the "Plan").

Parcels listed as "Lot 46," "Lot 47," "Lot 48," "Proposed Road B," "Proposed Road C," "Proposed Road D," and "Proposed Road E" on the aforementioned Plan are intended to be conveyed to the Town of Barre and are not included or bound by this Description of Development and Protective Covenants.

The parcel shown as Lot 1 on the aforementioned Plan is intended to be a multi unit condominium association with its own Declaration of Condominium. Lot 1 is not included or bound by this Description of Development and Protective Covenants.

The property herein described is herein referred to as the "Property."

Protective Covenants

The Developer does hereby submit Lots 2 through 45 of the Plan to the following restrictions, conditions and covenants:

- 1) No building erected on the land and premises hereby conveyed shall be used for purposes other than residential. The developer may place models for sale or for use as sales offices on any lot(s) in the development. The developer may hold open houses, hold regular business hours, place signage and conduct any other activity related to the sales of home anywhere in the development.
- 2) Architectural approval must be obtained from the developer for any dwelling to be placed in the development, including approval as to building style, siding type and color and roofing type and color, to assure conformance with the existing structures in the development. Architectural approval will be deemed provided if Developer signs the zoning and/or building permit for the lot in question. Any permanent or temporary structures added after the initial construction and conveyance, including sheds, pools, and the like must receive written approval from the developer subject to the limitations included in section 13, below, regarding the expiration of these requirements.
- 3) Landscaping and trees will be maintained or replaced as necessary. All lawns are to be mowed and trimmed regularly and not allowed to exceed 3 inches. The yard must be free of debris and trash. Driveways are to be plowed regularly and any damage needs to be repaired annually.
- 4) Fencing of any or all of the lot is prohibited unless approved by the developer, with the exception of safety fencing around swimming pools, invisible underground fencing or temporary, movable fencing enclosures for child or pet safety purposes. The style, color and dimensions of all permanently installed safety fencing for pool enclosures must be approved by prior to installation.
- 5) Said premises and buildings constructed thereon at no time shall be used or occupied for the purpose of any trade, manufacture, or business or as a school, hospital, charitable institution, hotel, inn or place of public resort nor shall anything be done or permitted on said premises which may be or become an annoyance or nuisance to said grantor, its successors or assigns, or to the immediate neighborhood. However, the owners may carry on a small, part-time business within the premises of their own home but shall not have any advertising or display signs on the property and all tools, materials, or equipment necessary for said part-time business shall not be visibly displayed upon the premises.
- 6) No unregistered vehicles may be parked on the premises unless they are concealed from public view in an approved, fenced enclosure. This includes race cars and trailers. It shall be permissible to store not more than one utility trailer on the premises. Bicycles, toys, tools and the like shall be stored in garages or sheds or concealed from view in fenced enclosures.
- 7) Burning of trash, refuse, leaves, debris, brush or similar materials shall be prohibited. Fire pits are allowed, subject to the applicable local rules. Also prohibited is the use of fireworks at any time of the year.

- 8) Pets shall be limited to two (2) household pets per unit (i.e. dogs, cats and such other pets, each under 70 lbs., considered to be usual and reasonable for keeping in a residential atmosphere) and shall not be permitted outside unless accompanied by an adult or within an approved fenced in area. Exotic pets (including but not limited to: reptiles, amphibians or any such non-domestic pet that is not contained within a confined receptacle such as an aquarium; large snakes, lizards, monkeys, or any birds or animals commonly found in the barnyard) and some breeds of dogs reputed to be of an aggressive nature; i.e. pit bulls, Rottweillers, German Shepherds, Akitas, Dobermans, Wolf hybrids, Chows and Bull Mastiffs, including mixed breeds involving these breeds, shall not be permitted to be kept in or on the premises. Any unit owner who keeps or maintains any pet upon any portion of the subdivision shall be deemed to have indemnified and agreed to hold the developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. All pets shall be registered and inoculated as required by law. No pets shall be allowed to run free and any nuisance caused by barking or other noise or behavior of pets must be remedied by the owner within 14 days of written notice from the developer, and failing such remedy, must be removed from the premises. No pets shall be kept or maintained for commercial or breeding purposes or for any agricultural purpose. Any variance from this provision shall be with written permission of the developer only. Maintenance, keeping, boarding and/or raising of animals, livestock or poultry, regardless of number, shall be and is hereby prohibited within any unit or upon the common areas.
- 9) All plumbing fixtures installed and maintained in any residence constructed upon the property shall be of the water-conserving variety, including, but not limited to, low-flush toilets, low-flow shower heads, and aerator type or flow-restricted faucets.
- 10) The grantees, their heirs and assigns, shall maintain and replace, as may be necessary, those trees and shrubs as required by local and or state permits; lawns and landscaping shall be regularly maintained and kept in a neat condition.
- 11) The premises are also conveyed subject to the condition that the grantees and their heirs and assigns will assume and hold the grantor harmless from those conditions and stipulations contained in all land use permits recorded with or obtained by the municipality, state or federal authority.
- 12) Said land and premises are conveyed subject to all regulations and requirements of the zoning ordinances of the Town of Barre.
- 13) Any property owner shall have the right to enforce any violations of these covenants. Whether the violation action is brought by the developer or subsequent owners, all related expenses incurred to remedy the violation, court costs and reasonable attorney's fees shall be due to the prevailing party. With respect to architectural approval and fence approvals as set forth in 2) and 4), above, no developer approval will be required once the developer has sold all their interests in the lots subject to these covenants. At that time only duly enacted state and local land use laws and regulations, (i.e. zoning) shall control.
- 14) Developer reserves the right to make changes to these covenants, without consent of existing

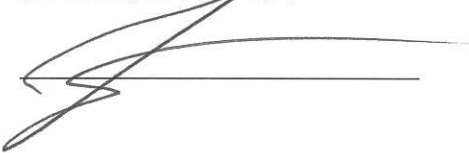
homeowners, until 75.0% of the 44 Lots affected by the covenants have been sold. Lots containing multiple units will not be considered sold until all units to be built on the lot in question are sold.


15) Purchasers are aware that the Developer intends to develop its remaining lands and premises, either in its current configuration or other configuration or use currently allowed, or allowed in the future, by Town, City, and/or State regulations; and, therefore as a covenant that shall run with the land, the Purchaser, for himself and or herself, their heirs and assigns, shall not oppose, directly or indirectly, the further development of the Grantor's lands and premises, which prohibition shall include any hearings before the Select Board, Planning Commission, Development Review Board, Zoning Board of Adjustment or any other Municipal, State, or Federal Authority having jurisdiction over the development of the Grantor's land. The developer reserves the right to file suit for damages resulting from opposition to the developer's reserved rights, including reasonable attorney's fees.

IN WITNESS WHEREOF, FECTEAU RESIDENTIAL, INC., has caused the name of its authorized agent to be subscribed hereto on this, the 23rd day of July, 2020

IN PRESENCE OF:

FECTEAU RESIDENTIAL, INC.

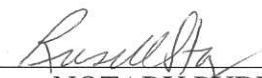



By 
Viateur Fecteau, President

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At Montpelier in said County on this 23rd day of July, 2020, Viateur Fecteau, duly authorized agent for **FECTEAU RESIDENTIAL, INC.**, personally appeared and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of **FECTEAU RESIDENTIAL, INC.**

Before me,


NOTARY PUBLIC.
1-31-2021

Barre, VT Town Clerk's Office
Received for Record
July 30, A.D. 2020
at 9 o'clock 15 minutes A. M.
and recorded in Book 311 Pages 963-967
of Land Records.
Attest:
 Town Clerk
Alice W. Bartlett Asst.

AFFIDAVIT

Affected Property: Beckley Hill Planned Development, Town of Barre, Vermont
Property Owner(s): Fecteau Residential, Inc.
Document: Beckley Hill Planned Development Description of Development and Protective Covenants
Document Recorded: Book 311, Pages 963-967

The undersigned, Russell Stanley, having personal knowledge of the facts set forth herein, hereby depose and state under oath as follows:

1. I am a notary public duly licensed in the State of Vermont; my commission expires on January 31, 2021.
2. I was licensed as a Notary on July 23, 2020. On that date, I was present when Viateur Fecteau executed the above-referenced Beckley Hill Planned Development Description of Development and Protective Covenants. I took the acknowledgment on that document which is recorded in Book 311, Pages 963-967 of the Town of Barre Land Records.
3. Unfortunately, due to scrivener's error, I neglected to type or print my name, Russell Stanley, and my Notary Commission number, 0007809, on the document.
4. This Affidavit is incorporated by reference into the above described Beckley Hill Planned Development Description of Development and Protective Covenants.

Dated at Montpelier, Vermont on this 4th day of September, 2020.

Russell Stanley
Russell Stanley, Affiant

STATE OF VERMONT
WASHINGTON COUNTY, SS.

On this 4th day of September, 2020, at Montpelier (city/town), Vermont, personally appeared before me Russell Stanley who swore to the truth of the foregoing and executed the same as her own free act and deed.

Russell Stanley
Notary Public
My Commission Expires: 1/31/2021
My Commission Number: 197,000 7809
My Name Printed: Russell Lee Stanley

Dane, VT Town Clerk's Office
Received for Record
September 04, A.D. 2020
at 1 o'clock 00 minutes P.M.
and recorded in Book 312 Pages 824
of Land Records.
Attest: Alice W. Bartlett Town Clerk
Alice W. Bartlett Asst.