

ARTICLE 14

Covenants and Environmental Restrictions

Section 14.1. **Use of Property Subject to Permits.** The Property may be used and conveyed only in accordance with the conditions of the Vermont Land Use Permit for the development of the Property and the permits and approvals referenced therein; the Town of Waitsfield Planning Commission Approval; all protective covenants and easements and rights of way for utilities of record; and as all of the foregoing may be amended from time to time and as set forth on Exhibit "A."

Section 14.2. **Promulgation of Rules and Regulations.** The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and Rules and Regulations applicable to Units and the Common Elements. Such Rules and Regulations and use restrictions shall be binding upon all Unit Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by the vote of the members holding a majority of the total votes in the Association. Such Rules and Regulations and use restrictions may impose stricter standards than those contained in this Section. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 14.3. **Satellite Dishes.** No satellite dishes or television antennae larger than two feet in diameter or taller than 3 feet in height shall be installed on the exterior portion of any Building without the prior approval of the Board of Directors.

Section 14.4. **Lighting.** Except for seasonal decorative lights, all exterior lights must be installed and used in a manner that will not unduly disturb surrounding Unit Owners and must be approved by the Board of Directors. All lighting should be cut, screened and downcast so as to minimize intrusion of light across property lines, eliminate upward illumination and reduce glare and maximize the effectiveness of sight lighting to a target area.

Section 14.5. **OnSite Fuel Storage.** No onsite storage of gasoline, or other fuels shall be permitted on any part of the Property, except for propane or other heating fuel, and not more than 10 (10) gallons of other fuel stored in each Unit for emergency purposes and operation of household and yard tools or equipment.

Section 14.6. **Outbuildings.** No structures of a temporary character, tents, shacks, barns, trailers, garages, unfinished basements, or other outbuildings shall be occupied as living quarters on the Property, unless specifically allowed by the Board of Directors.

Section 14.7. **Parking.** No unregistered motor vehicle, boat, boat trailer, snowmobile, snowmobile trailer, camper, truck (other than pickup trucks), or recreational vehicle may be parked, stored, or maintained on any portion of the Common Elements or limited Common Elements of the Property. Unit owners may maintain no more than one of any of type of the above named vehicles in a screened area on their property for no more than 3 months. Garaging of such vehicles is encouraged at all times. The parking of motor vehicles along the roadway or in other spaces that have not been designated for parking shall be strictly prohibited. The Rules and Regulations approved by the Board of Directors may establish appropriate penalties for parking violations.

Section 14.8. **Rubbish. Trash and Garbage.** All rubbish, trash, and garbage shall be stored in containers in enclosed areas and regularly removed from the Property. There shall be no burning of trash.

Section 14.9. **Nuisance.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition within his or her Unit and Limited Common Elements. No noxious or offensive activity shall be carried on upon any Unit or the Common Elements. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way are noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property, Units or the Common Elements.

Section 14. 10. **Use of Motor Vehicles Restricted.** No motor vehicles may be used on any portion of the Common Elements, except roadways and driveways, or for authorized and emergency maintenance purposes.

Section 14.11. **Occupants Bound.** All provisions of the Declaration and any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Unit Owners and which provide for sanctions against Unit Owners shall also apply to all occupants of the Property.

Section 14.12. **Leasing.** Units may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may, in the event the Owner shall fail to initiate and reasonably maintain an action to evict the tenant after written request to do so by the Association, evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 14.13. **Wetlands.** No vegetation or wildlife located in any wetland areas on any Unit or the Common Elements shall be disturbed, except as depicted on Exhibit B.

Additionally, the Owner of Unit 10 shall maintain a 25' buffer zone around the edge of the wetland depicted on Unit 10, all as depicted on Exhibit B.

Section 14.14. **No Hazardous Use or Waste.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Property or any part thereof applicable for residential use. No Unit Owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in or on the Common Elements. No hazardous waste as defined by federal, state or municipal laws or regulations shall be kept or discharged in or on a Unit or the Common Elements.

Section 14.15. **Animal Control.** No animals shall be permitted on the Property other than dogs and other domestic pets. All dogs and other domestic pets shall be in the control of Unit Owner at all times while on the Property. Unit Owners are responsible for immediate cleanup of any waste in the public thoroughfares and/or damage to Common Elements. Owners are also responsible for all impoundment costs incurred in the control of dogs or other domestic animals while on the Common Elements. In addition, Unit Owners are subject to the animal control ordinances of the Town of Waitsfield.

Section 14.16. **Energy Conservation Measures.**

(a) Without the prior written consent of the Vermont District #5 Environmental Commission, or its successor, homes built on all units shall include water and energy conserving devices as required by the Land Use permit issued by the State of Vermont.

(b) All heated structures shall be constructed to meet Energy Conservation Recommendations of the Vermont Department of Public Service or shall meet the "Four Stars Plus" rating of Energy Homes of Vermont. The installation and/or use of electric resistance space heating is specifically prohibited.

Section 14.17. **Landscaping.** The Association shall continually maintain all Common Elements, facilities, recreational amenities, and landscaping substantially as approved by the Town of Waitsfield Planning Commission and the District #5 Environmental Commission.

Section 14.18. **Septic System Maintenance.** The Association shall be responsible for the routine maintenance of all septic systems serving the Units. All Unit owners shall provide access to the agent of the Association as necessary to maintain all septic systems. The cost of routine maintenance of the septic systems will be assessed, pro rata, as part of the association dues.

Section 14.19. **Central Common Area Garden/Open Space.** The area inside the circular drive serving each unit has been designed to be preserved as agricultural, meeting and open space for the community. It also serves to provide primary and reserve septic capacity for both specified and unspecified lots in the community. It shall be used for agricultural, community events, septic disposal or open space only. Agricultural purposes shall include use of this Common Area for cultivated fields and gardens, orchards and pastures in accordance with acceptable agricultural practices as defined in 12 V.S.A. Ch. 195, together with the right to construct, maintain and repair appurtenant buildings and fences. No residential, commercial or industrial buildings or structures shall be constructed, created, installed, or erected on the common area within the drive, except that constructed for permitted purposes, or as shown on the Site Plan. In the event the open meadow on the common area within the drive lies fallow for more than one year, the Association shall brush hog or mow the meadow to maintain it in its open condition.

Section 14.20. **Adjacent Agricultural/Forestry Activities.** The area surrounding this project is largely open land that is currently or may be used for farming or forestry uses. Current or future operations may include without limitation, plowing, planting fertilizing, or controlling pests through the application of agricultural pesticides or herbicides in the course of cultivating, harvesting, storing and transporting agricultural feed or product. Consistent with this notice, each lot is conveyed subject to a perpetual easement for any noise, odor, dust or other impacts that may occur in the course of conducting acceptable agricultural or forestry practices on the nearby lands. Lot owners, by acceptance of this covenant waive any objection to the impacts arising from accepted agriculture or forestry best management practices which are consistent with the rules established pursuant to 6 V.S.A. Ch. 215.

Section 14.21. **Deer Wintering Area.** Each Unit owner is hereby put on notice that this development is in the immediate vicinity of a deer wintering area. Domestic dog activity seriously jeopardizes this critical habitat and the existence of deer in this area. A person, who owns a dog that is not leashed, kenneled or otherwise under the owner's immediate control is subject to the penalties of 10 V.S.A. 4748 (Dogs Pursuing Deer) and Section 4514 (Possession of Flesh of Game). Additionally, the Association shall maintain the common land as open space and manage that portion of the common land depicted as undisturbed deer wintering area to encourage deer habitat. No softwood trees within the undisturbed portion of the Deer wintering area depicted on the common land on Exhibit B shall be harvested or removed without the prior approval of the Department of Fish and Wildlife, unless recommended by a habitat management plan approved by the Department of Fish and Wildlife.

Section 14.22. **Architectural Standards.** No exterior construction, alteration, addition or erection of any nature whatsoever, including, but not limited to, alteration of the color of the dwelling located on a unit may be commenced, except that which is installed by the Declarant, until the plans for such have been approved in accordance with this section.

Prior to any activity the unit owner, or his or her agent shall submit plans detailing the scope, nature and location of the proposed change to the Board of Directors or its designated representative for its approval. No activity may commence until approval is granted. The Board may create rules governing this review.

The Board of Directors, or its designated representative shall be the sole arbiter of such plans and may withhold the approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction or other activity in violation of these restrictions. In the event the Board or its representative fails to act within 30 days after its actual receipt of any plans submitted, the plans as submitted shall be deemed approved and the owner shall have satisfied the requirements of this section.

Section 14.23. **Maintenance of Lots in Natural Condition.** Unit owners shall generally restrict their landscaping activities to inside of the building envelopes for each unit, as depicted on Exhibit B and shall not cut any trees with a diameter of greater than 4” at breast height outside of the building envelope without first securing the written consent of the Board of Directors.

Section 14.24. **Amendments.** No amendment to Sections 14.10, 14.13, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20 or 14.21 of this Article shall be effective without the prior written consent of the Vermont District #5 Environmental Commission or the Town of Waitsfield.