

**PROPOSED
DECLARATION OF COVENANTS, CONDITIONS,
RIGHTS, AND RESTRICTIONS
FOR
TIMELINE SUBDIVISION
ALBURG, VERMONT**

Preliminary Statement

Timeline 0804 LLC (the “Declarant”), is the owner of certain lands located off West Shore Road in the town of Alburg, County of Grand Isle and State of Vermont. Described more particularly hereinafter and consisting of all of the lands acquired by the Declarant by the Warranty Deed from Robin A. Burns and Frances M. Burns, Dated August 24, 2004 and recorded at book ###, page ### of the Alburg Land Records (the “Property”).

The Property owned by the Declarant that is subject to this Declaration is depicted on a survey map entitled “TIMELINE 0804 Subdivision Plat, Route 129, Alburg, VT., prepared by Trudell Consulting Engineers (TCE) bearing the seal of Scott Taylor, Registered Surveyor, dated July 7, 2005.

As depicted on the Survey, the Property consist of eleven lots designated as Lot 1 though 11 (a “Lot” individually and the “Lots”, in the aggregate), an access roadway with Open Space, sewer and utilities rights of way, for the benefit of the Lots is designated as Lot 12.

Declaration

Declarant hereby declares that the Property is subject to and has the benefit of the following covenants, conditions, rights and restrictions, all of which shall run with the land and be binding upon and inure to the benefit of Declarant and the Owners of the Lots, and their respective heirs, assigns, and successors in title and interest. All of the Lots comprising the Property shall be improved, held, maintained, used, and conveyed in accordance with this Declaration.

1. Subdivision Prohibited. No Lot shall be subdivided so as to create an additional building lot, or for sale, lease, or any other purpose. For purposes of this provision, an adjustment of boundary lines between adjacent lots shall not constitute a “subdivision”.
2. Residential Use. Each Lot shall be used for residential purposes only and not for any mercantile, commercial, or industrial purposes. This restriction shall not, however, prevent the establishment of a “home occupation” within a single-family residential dwelling. This restriction shall also not be construed as preventing rental by an owner of his/her residence for vacation, seasonal or residential use.

3. Structures Permitted. The only buildings permitted upon each Lot shall be: one single-family residential dwelling; one garage-workshop, art studio and/or barn of appropriate size and design relative to the dwelling; one small storage shed or compatible outbuilding for gardening equipment and the like; and such other buildings or structures as the Declarant may approve in writing as being consistent with the general plan of residential home sites in the area. The garage, which may be attached to the residential dwelling or detached, shall have no more than a three-vehicle capacity. A separate apartment within a dwelling, attached garage or a detached building or structure is allowed, in conformance with all applicable provisions of the State of Vermont; provided that the total number of bedrooms on the lot does not exceed five (5). The Lot owner shall secure all required State and local permits prior to establishment of the apartment. Except as provided for in Section 15(a) hereof, all structures shall be located within the Lot's Building Zone, as shown upon the Survey.
4. Prohibited Structures. No mobile homes, house trailers, or mobile residential units shall be placed, erected, or kept on any Lot. No uninhabited house trailer, motor home, or camper shall be allowed on any Lot unless stored in a garage or barn. No temporary structure shall be constructed or permitted upon any Lot, except for structures utilized during construction of permitted structures on any Lot as allowed under Section 6 of this Declaration, and except for tents or other structures erected temporarily for special occasions such as weddings or structures utilized for a strictly temporary use.
5. Approval of Architectural, Construction and Site Plans. All plans for the construction, alteration or exterior remodeling of or addition to any building, structure or other assemblage to be erected or placed upon any Lot, including all architectural, site, exterior lighting and landscaping plans, must be submitted to and approved in writing by Declarant prior to the commencement of any construction, erection, or site work. The review and prior approval rights of Declarant shall encompass all components of construction and site work including but not limited to location, exterior form, materials, colors, architectural style, exterior lighting, siding, roofing, fencing, finish grade elevation and landscaping. Site Plans, landscaping, building design and parking access arrangements will be considered as part of the aesthetics of the project. If approval of such plans is granted, such approval shall be evidenced by separate written certification, with such conditions and additional provisions, as Declarant shall deem necessary or advisable for preservation of the scenic beauty and residential character of the Property. No changes or deviations in such plans as approved shall be allowed without the prior written consent of the Declarant. The Declarant shall complete and act upon the review process within 30 days from its date of receipt of all plans submitted for approval.

At such time as the Declarant no longer owns a Lot within the Property the architectural approval rights provided for in this Declaration shall, in accordance with Section 31(c) of this Declaration, be exercised by the Association.

6. Completion of Construction. The construction of the foundation and all exterior surfaces, including roof, siding, windows, doors and all other exterior finish details of any building or structure erected on a lot shall be completed in accordance with the approved plans within twelve months from the date of commencement of construction. Commencement of construction shall mean the commencement of any site work. General landscaping and final site work on the Lot, including the establishment of a lawn, shall be substantially completed within eighteen months from the date of commencement of construction. Temporary structures for storage of building materials and tools may be erected or placed upon the lot during the construction period, but any such temporary structures shall be removed upon completion of construction.

7. Erosion Control and Stormwater Management. All reasonable precautions, including seeding and mulching of house sites and driveway side slope and shoulders, shall be taken to prevent soil erosion during construction activity causing earth disturbance. When permanent erosion control measures cannot be initiated within a 72-hour period, exposed surface shall be protected with a temporary mulch of hay, and water shall be directed away from the disturbed area. Each lot owner shall obtain an amendment to Construction Permit No. XXXXX, prior to commencement of construction on his/her Lot. This may require the submittal of additional site plans and the payment of permit fees to the State of Vermont.

The Declarant shall be responsible for installation of that erosion control infrastructure work specified by Construction General Permit N. XXXX. The Association shall be responsible for maintenance, repair and replacement work and shall access the Owners for the cost of same.

The Declarant shall be responsible for the installation of the storm water management infrastructure work specified by Storm Water Discharge Permit No. XXXXX, the Association shall be responsible for all maintenance, repair, inspection and compliance reports to the State and shall assess the Owners for the cost of same.

8. Energy Conservation. All construction shall meet the minimum standards established for new residential construction by the Vermont Department of Public Service.

9. Water Conservation. All residential dwellings shall be equipped with those water-conserving plumbing fixtures, including but not limited to low-flush toilets, low-flow showerheads, and aerator-type or flow-restricted faucets, as may be required by state and /or local permits.

10. Outdoor Lighting. All outdoor lighting shall be installed, shielded and aimed so that illumination is directed only to the area to be lighted and does not cast direct illumination or cause glare beyond the boundaries of a Lot.

11. Signs. One sign to identify each Lot by name or owner shall be permitted, provided that the sign is not lighted and does not exceed two square feet in size. In addition, one sign identifying the property may be installed and maintained by the Declarant or the Association on Lot #12, within fifty (50) feet of the centerline of the access road, provided that the sign is not lighted and does not exceed 32 square feet in size.
12. Brooks, Streams and Ponds. No owner of any Lot shall interfere in any way with water rights relative to the brooks, streams and ponds flowing through or located upon the Property, and no owner shall cause or allow any pollution or degradation of the quality of water in said brooks, streams and ponds by effluent discharge or otherwise. Construction of any ponds and the use of brooks or streams flowing through the Property to provide water for any such pond, shall not be commenced or allowed without first obtaining the written approval of the Declarant and the appropriate agency of the State of Vermont and if applicable the Army Corps of Engineers.
13. Grounds Maintenance. The owner of each Lot shall at all times maintain or cause to be maintained his/her Lot in a clean, neat and presentable fashion consistent with the plan to establish and preserve a well kept area of residential home sites and related woodland, meadows and other natural features. No refuse or debris shall be stored or allowed to accumulate on the premises outside of any building. All trash awaiting removal shall be stored out of sight from the roadway and adjoining Lots and be removed promptly so as to prevent any unsightly appearance or noxious odors. No unlicensed vehicle shall be allowed to stand or be placed in view on any Lot.
14. Agricultural Lands. Each Lot may or may not have designated lands called "Prime Ag-Soils" as shown on the Survey. The owner of each Lot that has lands designated "Prime Ag-Soil" shall not disturb such land as to render them unable to be utilized for agricultural purposes. No structures, Driveways, utilities, septic tanks, pump stations, sewer lines, leach fields, wells and the like are allowed on "Prime Ag-Soil".
15. Building Zones. Each Lot has a designated building zone. The "Building Zone" as shown on the Survey. All construction, including new construction of out buildings such as garages or a barn or any other permitted structures as noted in Section 3 herein shall be within the Building Zone, with the exception of one (1) small storage or pole barn, the foot print of which shall not exceed two hundred and fifty (250) square feet, and with the further exception of fencing.
16. Animals. No animals may be kept upon any Lot, except domestic pets (such as dogs, cats and the like), farm animals, and horses may be kept in conformance with these covenants and state and local permit requirements. Any and all such animals shall be for personal use and enjoyment of the owner and his/her family members and guest only, and not for breeding, boarding or other commercial purposes. All animals shall be kept under control so as to not create a nuisance or disturb neighboring Lot owners.
17. Nuisances Prohibited. No owner shall cause or allow any activity, condition, or thing to occur or exist on his/her Lot that generates loud noises, disturbs the peace, quiet,

and serenity of occupants of neighboring Lots, or otherwise creates a condition constituting a nuisance and that is not in keeping with the residential character of the Property. With specific regard to noise pollution the operation of motorized vehicles such as motorcycles, all-terrain vehicles, snowmobiles, go-carts and the like are prohibited except for entering and leaving the Property. The use of garden tractors, power lawnmowers, chainsaws and other devices commonly utilized in the maintenance of residential property shall be permitted during daylight hours only. Snow removal equipment may be used as conditions require.

18. Prohibition Against Granting Rights-of Way. No right-of-way or easement may be allowed, permitted or granted by any owner or across any Lot for providing access and/or utilities to adjoining or nearby lands or for any other purpose unless approved in writing by Declarant.
19. Utility Lines and Related Services. The Declarant for itself and its assigns, reserves an easement and right-of-way across, under, and upon those portions of Lots within the Property that are necessary or advisable (including, without limitation, the right to enter a Lot) for purposes of performing or causing to be performed proper installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone and the like), pipes, conduits, trans closures, and other related equipment and paraphernalia for the Lots. All such utility systems installations, maintenance, repair and replacement work shall be performed in a good and careful manner, causing the least disruption possible, followed by all necessary actions to restore any disturbed earth surface to its natural and undisturbed condition, including filling, grading, seeding and mulching.

All utility service lines, both primary and secondary, shall be installed underground. The Declarant will be responsible for laying, installing, and energizing, at its sole cost, primary electrical power and telephone service line conduits and related trans closures, to which secondary electrical power and telephone service lines serving each Lot shall be connected. Following installation and energizing of the primary electrical power and telephone service line conduits and related trans closures, Declarant shall have no further responsibility of liability for operation, maintenance, repair or replacement thereof, the cost of which shall be shared, proportionately by the owner of Lots served thereby. Secondary electric power, telephone service, and other utility lines and equipment shall be installed by each Lot owner from the nearest trans closure underground to the building(s) on the Lot to be served thereby at such owner's sole cost and in good and careful manner to prevent damage or other deterioration of the primary utility systems within the Property.

The easement and right-of-way reserved hereinbefore by Declarant shall apply to future installation of any additional utility service lines, but Declarant shall not bear any liability, responsibility, or cost for installation of any future utility service lines.

20. Access Roadway. Vehicular access to the Property is by means of a road extending from Rt. 129 to a cul-de-sac turnaround, as depicted on the Survey. "Time Line

Road” provides ingress and egress for the Lots and Declarant hereby grants to each owner of a Lot and the Declarant, as an incident of ownership, the perpetual non-exclusive easement and right of use over this road. Declarant shall install and construct the Time Line Road and all related site improvements associated therewith, including culverts, shoulders, swales, banks and slopes. Each Lot shall be obligated to pay an equal share (i.e. 1/11th) of all cost for maintaining, repairing, replacing and improving the entire Time Line Road including its cul-de-sac turnaround, said cost to include, but not be limited to, drainage infrastructure, grading, graveling, mowing, landscaping, snow removal, sanding and other maintenance, repair, replacement or improvement work as may be necessary or advisable from time to time.

21. On Site Septic.

- (a) **Lots 1, 2, 3, 4, 8, 9, 10 and 11.** These Lots are served by a community septic system as depicted on the Survey. The common sewer lines, cleanouts, pumping stations and force mains are shown upon the Survey.
- (b) **Installation of Shared Septic.** The Declarant shall be responsible for installation of the common component parts of the sewer system. The cost of installing individual septic tanks and the cost of extending individual force mains shall be paid by the individual lot owners.
- (c) **Operation and Maintenance of Shared Septic.** Periodic maintenance of the community septic system shall be performed. This includes items such as mowing and inspecting the leach field area. Each Lot 1, 2, 3, 4, 8, 9, 10 and 11 owner shall be obligated to pay an equal share (i.e. 1/8th) of all cost for maintaining, repairing or replacing the community septic system.
- (d) **Lots 5, 6 and 7.** These Lots are served by individual septic systems as depicted on the Survey.
- (e) **Installation of Individual Septic Systems.** The cost of installing individual septic tanks, leach fields and pump stations shall be paid by the individual lot owners.
- (f) **Operation and Maintenance of Individual Septic Systems.** The cost of operating and maintaining individual septic tanks, leach fields and pump stations shall be paid by the individual lot owners.

The septic systems as depicted on the survey with all its components shall be installed, operated, maintained and replaced in accordance with the terms and conditions of the State of Vermont Wastewater System and Potable Water Supply Permit No. WW-XXX dated _____, 2006, together with any amendments thereto.

22. Water Service. All lots are required to provide

23. Community Lot. There is located on the property Lot 12 as depicted on the survey, consisting of open meadows, wooded areas and lake frontage of which are hereby dedicated and declared to be “Community”, for the mutual benefit, use and enjoyment of all 11 Lots. Each Lot shall have a one eleventh ownership interest in the Community Lot. The boundaries of the Community Lot #12 are shown on the survey. No Owner shall construct any improvements within the boundaries of the Community Lot. The Association shall, however, have the right to construct recreational amenities upon the Community Lot and shall be responsible for the maintenance, repairs and replacement of any such recreational amenities and facilities and shall further be responsible for the maintenance of the Community Lot. Use of the Community Lot and any recreational amenities and facilities located thereon shall be subject to such rules and regulations as may, from time to time, be adopted by the Association. Due consideration shall at all times be given to the privacy and quiet enjoyment of the nearby lots to the Community Lot.
24. Association of Owners. There is hereby formed and established a non-profit unincorporated association, which consists of the owners of all eleven (11) Lots within the Property. The name of the Association is ----- Homeowners Association (referred to herein as the “Association”). The Association at the election of Declarant, or a majority of the owners of the Lots comprise the Property, shall be incorporated under the laws of the State of Vermont. Upon any such incorporation the owners of all the Lots within the Property shall automatically become members of such incorporated Association, with all rights, entitlements, responsibilities and obligations provided herein continuing in full force and effect.

The Association shall fulfill and carry out its duties, functions, and authorities in the following manner:

- (a) The Association is formed for the general purpose of preserving and promoting the residential character and living conditions for the common betterment of all owners, operating, maintaining, repairing and replacing, as necessary, the common access roadway and other common betterments and improvements promoting the health, safety and welfare of its members, and establishing and collecting such regular and special assessments from time to time as are necessary or advisable for carrying out the duties, functions, and authorities of the Association
- (b) Each owner of a Lot covenants and agrees by virtue of acceptance of a deed of conveyance for such Lot as an essential incidence of ownership of a Lot that such owner shall be a member of the Association and shall be entitled to the benefits of, and shall be subject to, the bylaws, rules, regulations, rights, and obligations of the Association. Membership in the Association shall be automatic upon acquisition of a Lot, and likewise conveyance or other cessation of ownership of a Lot shall automatically terminate membership in the Association.

- (c) The term “owner” as used herein refers to the individual or individuals (where one, two, or more persons), corporation, partnership, or other such entity owning the fee title to any Lot.
- (d) The owner of each Lot (whether or not sold or constructed upon) shall be entitled to one vote in the Association. In the event two or more persons or entities own a Lot as co-owners, all such co-owners shall collectively be entitled to exercise the one vote appurtenant to the Lot. In the event a person owns more than one Lot, he shall have the number of votes equal to the number of Lots owned. A corporation, partnership, or other such entity owning a Lot shall appoint, in writing a duly authorized agent to cast the vote appurtenant to the Lot.
- (e) Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. The share of a Lot owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an incidence of ownership of the Lot.
- (f) The affairs of the Association shall be conducted by its officers, who shall be designated and elected in the manner provided in the Bylaws of the Association, and who shall have for such purpose all authority of the Association as is permitted by law, including the authority to delegate all or a portion of such authority to a duly appointed manager or agent. The initial Bylaws of the association shall be in the form annexed hereto as Exhibit A.

25. Purpose and Powers of the Association. The Association shall, in addition to all general purposes, duties, and powers allowed by law, have the following purposes and powers:

- (a) To maintain, repair and replace as necessary, the access roadway serving the Lots within the Property, including, but not limited to snowplowing, sanding, graveling, grading, culvert replacement, drainage slope maintenance, roadway shoulder mowing and clearing, and other such upkeep operations.
- (b) To maintain the Common Lot and to construct, erect, maintain, repair and replace recreational amenities and facilities thereon.
- (c) To hire and employ persons and firms, including engineers, attorney’s, accountants, and other employees, agents and contractors, as are necessary or advisable to carry out the duties of the Association, and to determine their respective salaries or compensations.
- (d) To make and enter into contracts and agreements of all sorts in any way pertaining to the operation and management of the Association.

- (e) To deposit, safekeep, expend and otherwise deal with funds of the Association with banks and other financial service institutions of all types, including opening and maintaining savings, checking and other accounts; borrowing money and incurring obligations and mortgaging, hypothecating, or otherwise providing security therefore; and investing and reinvesting funds of the Association as appropriate.
- (f) To purchase, acquire, own, improve, and otherwise deal with real and personal property, or any interest therein, of every nature and description, and to sell convey, mortgage, hypothecate, lease, transfer, and otherwise dispose of any or all of such property.
- (g) To determine, levy, and collect regular and special assessments and charges in amounts reasonably necessary to carry out duties of the Association and to establish the means and methods of collecting such assessments in this Declaration.
- (h) To make amend, promulgate, and enforce reasonable administrative rules and regulations for the common betterment of the Owners.
- (i) To enforce by legal means all provisions of this Declaration and the Bylaws annexed hereto, as the same may be amended from time to time and to take all other lawful actions and exercise all powers permitted by law as are necessary or advisable to carry out duties of the Association.

26. Payment of Common Expenses and Assessments. Each owner shall be obligated to pay his/her common expenses and assessments and individual expenses and assessments incident to his/her Lot as follows: