

**AMENDED AND RESTATED
DECLARATION OF COVENANTS**

RECITALS:

A. Bruce R. Ladeau and Jeanie M. MacDonough (together "Declarant") own Lots 1 through 7 as depicted on a Plan entitled "Plat of Subdivision for Bruce Ladeau and Jeanie MacDonough, Pine and Liberty Streets, Bristol, Vermont" (the "Ladeau/MacDonough Survey") and on a Plan entitled "Hammond Property, Pine Street/ Liberty Street, Bristol, Vermont" by James Tyler Hart, dated November, 2004, recorded in Slide ____ as Map ____ of the Bristol Land Records (the "Plat").

B. Declarant desires that the Property be developed and maintained in a common scheme, and to that end impose the following covenants on the Property, which shall run with the land, and be binding upon and inure to the benefit of the owners of each of the lots which comprise the Property.

C. By Declaration of Covenants dated July 1, 2005, recorded in Volume 115 at Page 407 (the "Original Covenants") Declarant subjected the Property to the benefit and restrictions set forth therein.

D. Declarant, pursuant to the rights reserved in paragraph 10 of the Original Covenants, to amend and correct certain matters in the Original Covenants, subjects the Property to the Terms and Conditions of this Amended and Restated Declaration of Covenants, which shall hereafter replace the Original Covenants in their entirety.

COVENANTS

1. No more than one unregistered motor vehicle may be kept on any lot at any time.
2. No mobile homes, house trailers, or trailers intended for human occupancy shall be erected or stored on any lot except for the right of Clayton Holcomb to maintain a mobile home on lot 4, as set forth in an Agreement dated December 2, 2004, recorded in Volume 113 at Page 426.
3. No structures (including pools) may be built or placed on any lot unless they are within the building envelope depicted on the above-referenced Plat.
4. When a building or other structure is constructed on any lot, the exterior of the structure shall be substantially complete (including exterior siding and exterior trim) within 12 months of the commencement of construction.
5. The Property shall be occupied and maintained in conformance with the terms and conditions of a Notice of Decision of Subdivision Approval, issued by the Town of Bristol Planning Commission, dated November 9, 2004, a Notice of which is recorded in Book ____ at Page ____ of the Bristol Land Records.

6. Lots 5,6, and 7 are benefitted by an easement for ingress, egress and for the installation and maintenance of utilities in an area ranging in width from approximately 35' to approximately 60', consisting of a portion of Lots 1,5,6 and 7, and depicted as "35' R.O.W." and "12' shared Driveway" on the Plat, and as shown on an Access Permit dated July ____, 2005 recorded in Volume ____ at Page _____. The owners of Lots 5,6, and 7 shall each bear one-third of the cost of maintaining the roadway constructed in the easement (including winter plowing and summer grading) from its intersection with Pine Street to the point where it terminates on Lots 5 and 6. In the event of a dispute concerning maintenance of the roadway constructed in the easement, or the cost thereof, the parties will attempt to mediate the dispute prior to instituting litigation.

7. Lots 1-7 shall be used only for single family residential purposes and no duplex, apartment building or the like shall be erected on any lot. No commercial uses may be undertaken on any lot, except for home occupations as defined in applicable Town ordinances.

8. No Lot may be subdivided.

9. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or danger to the other Lot owners. Traditional domestic pets are permitted, but no livestock shall be kept on the Lots.

10. Until such time as Declarant no longer own any Lots in the Property, Declarant may amend these Covenants by written instrument executed by them, and recorded in the Bristol Land Records, PROVIDED THAT Declarant may not unilaterally make substantial changes to paragraphs 1,2,5,6-9,11 or 13 hereof. At and after such time as Declarant no longer own any Lots in the Property, these Covenants may be amended by written instrument signed by a majority of Lot owners, and recorded in the Bristol Land Records.

11. Electrical and communication utility service to houses shall be underground.

12. So long as Declarant owns any portion of the Property, no site work, landscaping, building, addition, fence, wall, structure or construction of any kind (hereinafter "Improvements") shall be commenced, erected or maintained, nor shall any addition, material change, or material alteration to Improvements be made, until the complete and final plans and specifications showing the nature, kind, shape, height, materials, color and location of the Improvements have been submitted to, and approved in writing by, Declarant, in Declarant's discretion.

In order to obtain approval of plans for Improvements on the Lots, two full sets of construction plans, including elevations and a list of materials to be used, landscaping and the locations of the Improvements (hereinafter called the "Plans") shall be submitted to Declarant at 1603 Lime Kiln Road, Charlotte, VT 05445, or at such other address as Declarant shall provide by recorded Amendment to these Covenants.

In the event the Plans are not rejected within 21 days after the Plans have been submitted, the Plans will be deemed approved. Upon approval, Declarant shall indicate approval of the Plans by signing the same and by executing a document in recordable form indicating the approval and referencing the Plans and submissions which have been approved (the "Approval Form"). One

set of the approved Plans shall be returned to the Owner together with the Approval Form. The Approval Form shall be recorded by the Lot owner in the Town of Bristol Land Records.

All Construction of improvements shall be made in strict compliance with the approved Plans. In the event of a failure of a Lot owner to comply with the approved Plans or with any other term or condition of this Declaration, the Declarant or any Lot owner or association of Lot owners may proceed to obtain an injunction from a court of competent jurisdiction enjoining such breach.

Approval of the Plans is limited to the acknowledgment of compliance with the standards of this Declaration and does not express or imply any representation or warranty that such plan or specification is safe or appropriate for its intended purpose or is in compliance with any permit or other condition of any regulatory body.

If the Plans are rejected, a written notice of rejection will be delivered to the Lot owner with an explanation of the unacceptable features of the Plans. Declarant shall not be liable for any cost or expense incurred in connection with the preparation of Plans which are rejected. In case of the rejection of Plans, there shall be no right to appeal and the Lot owner's remedy shall be to resubmit revised plans for approval by Declarant.

It is to be noted that the residence currently located on Lot 4 is non-conforming with this Declaration, which non-conformity is not to be considered a violation of this Declaration.

13. Each Lot is subject to an easement for the benefit of all other Lots for utilities, and for access and deliveries reasonably necessary for the initial construction of a single family home on each Lot. Any damage caused by the exercise of these rights shall be promptly repaired by the owner of the Lot exercising the rights.

Dated at Middlebury Vermont, this 2nd day of August, 2005.

IN THE PRESENCE OF:

David Connel
Witness

Bruce R. Ladeau
Bruce R. Ladeau

David Connel
Witness

Jeanie M. MacDonough
Jeanie M. MacDonough

STATE OF VERMONT
~~CHITTENDEN~~ CHITTENDEN COUNTY, SS.
ADDITION

At Middlebury, Vermont, this 2nd day of August, 2005, **BRUCE R. LADEAU AND JEANIE M. MACDONOUGH** personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

David Connel
Notary Public
My commission expires: 2/10/07