

Ret: Cersosimo Industries Inc
PO. Box 1800
Brattleboro VT 05302-1800
(CEN)

Doc # 1401987 Mar 24, 2014 2:53 PM
Book 2862 Page 1012 Page 1 of 5
Register of Deeds, Cheshire County

Anna J. Tiff

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOW COMES Cersosimo Industries, Inc., herein after "Cersosimo", with an address of 439 West River Road, Brattleboro, Windham County and State of Vermont and owning real property located in Chesterfield, in the County of Cheshire and State of New Hampshire for a description of which reference is hereby made to the deed of Gerhart G. Isleib and Eleanor Fink dated August 24 and 29, 2012 and recorded in Volume 2768, Page 731 of the Cheshire County Registry of Deeds, and further reference is made to a plan entitled "Nine (9) Lot Subdivision, Land of William Isleib Estate located at Tax Map 13, Block A, Lot 6, Farr Road, Chesterfield, Chester County, New Hampshire" and approved by the Town of Chesterfield Planning Board on September 17, 2012 recorded in the Cheshire County Registry of Deeds at Cabinet 13, Drawer 9, #120 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 9, so designated on the aforesaid plan shall be used only as single family residential lots.
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, 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.
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 Chesterfield 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. All hot water pipes shall be insulated.
 - d. 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 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.
13. No barbed wire or electric fence shall be erected and maintained on any lot except with written approval of Cersosimo or its authorized agents or successors. Lines or appliances, upon which to hang or expose laundry, shall be erected and maintained in an inconspicuous a place as possible.
14. 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 or wetland area as shown on the aforementioned plot plan.
15. Cersosimo, 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, or its assigns, for the benefit of the residential area.

16. 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 thereof shall be subject to written approval of Cersosimo, or its assigns in accordance with Paragraph 3 hereof.
17. 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.
18. 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 so as to alter its natural flow onto or across the land of another except where reasonably necessary to construct a dwelling thereon.
19. Any construction shall be completed within 180 days of the date of beginning with all exterior construction completed within 120 days of the date of beginning. No residence shall be occupied until the exterior construction is complete.
20. 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 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 for itself, its successors and assigns.
21. In the event the Town of Chesterfield refuses to accept the roads as Town roads, then, and upon notice from Cersosimo or any five lot owners, all lot owners shall meet and form a Lot Owner's Association.
 - a. Each lot shall be afforded one vote, except that any lot owned by Cersosimo will have 2 votes. The Association shall meet from time to time after at least 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 lot owners.

- b. Each lot shall be responsible for 1/9th of the annual maintenance fee no matter where located. Unpaid annual maintenance fee shall constitute a lien on the lot until paid in full.
 - c. The Association shall ensure that all reasonable maintenance of common areas is undertaken.
 - d. The annual maintenance fee shall be set by a majority vote of the lot owners attending a duly warned meeting.
23. The term 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, or its successors or assigns or by a two thirds vote of the lot owners pursuant to the voted as defined in Paragraph 21A above.
24. The above restrictions are in addition to any ordinances or zoning controls enacted by the Town in which said lot is situated.

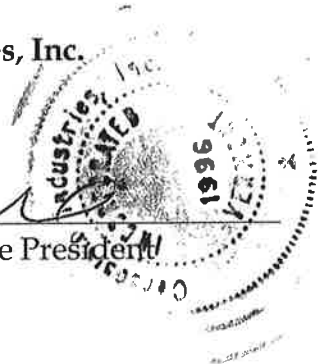
Dated at Brattleboro, Vermont this 17th day March 2014.

IN PRESENCE OF:

Cersosimo Industries, Inc.

Melissa S. Snow
 Witness

Jeffrey G. Morse
 Jeffrey G. Morse, Vice President



STATE OF VERMONT
 WINDHAM COUNTY, SS.

At Brattleboro, this 17th day of March A.D. 2014 personally appeared, Jeffrey G. Morse, Vice President and duly authorized agent 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 S. Snow
 Notary Public - Melissa S. Snow
 My Commission Expires: 10 February 2015

