

**10. LANDSCAPING, TREE REMOVAL, ETC.**

(a) Landscaping. All lawns or other suitable landscaped areas shall be maintained in an attractive manner. No trash, waste, filth, tools, garden equipment, children's playthings or other equipment shall be allowed to accumulate on the Lot or the exterior of the residence in such a manner as to give an unsightly appearance or create a nuisance; provided, however, that children's swing sets may be maintained behind the house out of sight from the road.

(b) Fertilizers. The use of "Fertilizers" as defined in the Town Zoning Ordinance is prohibited within the Subdivision. For the purpose of reference only, Section 2.2.30 of the Town Zoning Ordinance, in effect as of the date of this Declaration, defines "Fertilizers" as "[a]ny substance containing one or more recognized plant nutrients which is designed for use in promoting plant growth such as nitrogen, phosphorus and potassium." Pursuant to said section, "Fertilizer shall not include vegetable compost, lime, limestone, wood ashes, or any nitrogen-free horticultural medium (e.g. vermiculite)" the application of which shall be permitted within the Subdivision. Acceptance of a deed to a lot within the property constitutes consent to this restriction upon each lot owner, which shall run with each lot.

(c) Tree Cutting. Within thirty (30) days of cutting, any felled trees shall be cut up and the logs neatly stacked or removed from the Lot. Any stumps or slash shall be buried or removed from the Lot. If buried, the location must be within owner's Lot, not in the road and in compliance with all state and local laws, rules and regulations.

(d) No Obstructions. No obstructions of traffic on the public or private roads or ways and no blocking of entries to the various lots by reason of the parking of vehicles are allowed. Lot owners shall be responsible for any such obstruction by members of their household, their lessees, invitees and guests.

(e) Grading. No Lot shall be graded in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public road or drainage systems serving other Lots.

(f) Front Yards. A minimum of one deciduous shade tree (not ornamental) shall either remain or be planted in the front yard of all Lots.

**11. EASEMENTS.**

(a) Primary Access:

(i) Declarant retains the right to create slopes, embankments and drainage in the easement areas as shown on the Subdivision Plan and/or as required by the Town and the right to convey easements said slopes, embankments and drainage areas to the Town and the right to convey the road known as Rose Farm Lane to the Town to be accepted as a public way. Such easements may be created on any Lot with only the signature of the Declarant only, without the

signature of the owner thereof.

(ii) Declarant shall have access to Lots in the Subdivision for the purpose of maintaining the various drainage, grading and slope easements shown on the Subdivision Plan. Declarant and the Association shall indemnify and hold harmless any Lot owners with respect to any claims arising from work done to maintain an easement area.

(iii) Each owner of a Lot conveyed by the Declarant shall have the right of ingress and egress over Rose Farm Lane to the extent necessary for access to the Lot, but no Lot owner except the Declarant shall have fee title to the strip of land known as Rose Farm Lane. A deed description for a Lot by or along Rose Farm Lane shall not be construed as running to the centerline of said Road/Drive.

(iv) The Declarant retains the fee title to said Rose Farm Lane and to the area shown as "Sewer Pump Station" with the right to convey same to the Town, and to grant easements for utilities for the Subdivision. In the event the Town does not accept title to Rose Farm Lane and/or the Sewer Pump Station, the Declarant will convey title to the Association.

(v) No property owner shall install in-ground irrigation systems in any portion of any roadway abutting the conveyed premises, the roadway shoulders, in any drainage easement area(s), or maintenance access easements located within the road or roadway shoulders, or even if the same are located in any individual lot or lots, and shall not loam, seed, or fill any such roadway, roadway shoulder, drainage easement area(s), or maintenance access easements.

(b) Secondary Emergency Access Easement:

(i) Declarant retains the right to create slopes, embankments and drainage and to and improve, repair, maintain, access and use the areas shown on the Subdivision Plan as "Oak Street Extension" and/or "50' Wide Access & Utility Easement" over Lots 1, 35, 40, 41 and the Common Open Space on the Subdivision Plan for emergency access only (the "Emergency Access Easement"). The rights and obligations of the Emergency Access Easement shall run to the Association and, with respect to the right of access and use, to third parties for the provisioning of emergency services. The Association shall improve, repair and maintain the Emergency Access Easement as necessary to provide reasonable access to Rose Farm Lane, Lots 1, 35, 40, 41 and the Common Open Space.

(ii) In addition to the Emergency Access Easement, Lots 35, 40, 41, 1 and the Common Open Space shall be subject to an easement granting other Lot owners in the Subdivision, their guests and invitees, the right of ingress and egress over and the right to install above or below ground utilities within the areas shown on the Subdivision Plan as "Oak Street Ext. and "50' Wide Access & Utility Easement" and "50' Wide Shared Driveway Easement" (the "Access and Utility Easement"). The rights and obligations of the Access and Utility Easement shall be more particularly set forth in the deeds to Lots 35, 40, 41, and 1.

(iii) Declarant and the Association shall indemnify and hold harmless the owners of Lots 1, 35, 40 and 41 with respect to any claims arising from any work done on their

Lot to maintain the Emergency Access Easement.

(c) Shared Driveway Easements:

(i) In addition to the Emergency Access Easement, Lots 35, 40 and 41 shall be subject to a driveway easement granting to the Lot 1 owners, their guests and invitees, the right of ingress and egress for over the area shown as “50’ Wide Access & Utility Easement” (the “Lot 1 Driveway Easement”). The rights and obligations of the Lot 1 Driveway Easement shall be more particularly set forth in the deeds to Lots 35, 40, 41 and 1.

(ii) Lots 35 and 40 shall be subject to an easement granting to the Lots 35, 40 and 41 owners, its guests and invitees, the right of ingress and egress for over the areas shown as “50’ Wide Access & Utility Easement” and “50’ Wide Shared Driveway Easement” located on Lots 35 and 40 (the “Lots 35, 40 and 41 Driveway Easement”), which easement shall include the turn-around easement on Lot 35. The rights and obligations of the Lots 35, 40 and 41 Driveway Easement shall be more particularly set forth in the deed to Lots 35, 40 and 41.

(d) Sewer Pump Station:

(i) The Declarant reserves for itself and the Association the right to install, maintain, repair and replace a sewer pump station in the area shown as “Sewer Pump Station” on the Subdivision Plan as shown. Such grant shall include the right of access to such areas for maintenance, repair and replacement of utilities and may be assigned to the Town; provided that the Town shall have the right but shall not be obligated to accept the Sewer Pump Station. The Declarant retains the right to convey the Pump Station area to the Town as part of its conveyance of Rose Farm Lane.

(e) Utility Easement: The Declarant reserves for itself and the Association the right to install, maintain, repair and replace utility and related services allowed and/or required by the Town Planning Board, including but not limited to roadways, sewer, gas, electricity, telephone and cable (including any possible future replacement systems) over and under Rose Farm Lane and Oak Street Extension and those areas shown as Recreation or Common Open Space and Lot 1 on the Subdivision Plan. Such grant shall include the right of access to such areas for maintenance, repair and replacement of utilities and may be assigned as necessary to the Town and/or any utility service provider.

(f) Sight Distance Easement: The Declarant reserves for itself and the Association a sight distance easement on Lot 39, in the area shown as “Sight Distance Easement” on the Subdivision Plans, conveying to the Declarant and the Association the right to restrict the erection of any structures and growing of vegetation and to enter onto Lot 39 as necessary to maintain, trim or remove such structures or vegetation for the purposes of maintaining safe sight distances on Rose Farm Lane and Oak Street Extension. The rights and obligations of the Sight Distance Easement shall be more particularly set forth in the deed to Lot 39.

(g) Landscaping Easement: The Declarant reserves for itself and the Association a landscaping easement in the Rose Farm Lane right of way, in the area shown as “Landscaping

Easement” on the Subdivision Plans, conveying to the Declarant and the Association the right to install and maintain a privacy fence and minor landscaping for the purpose of noise/headlight protection for the abutting property.

**12. COMMON OPEN SPACE.**

(a) Open Space.

(i) Those areas shown as “Common Open Space” on the Subdivision Plan (the “Open Space”) shall only be used for open space, utility and access easement purposes in conformity with these Covenants, the Subdivision Plan and the Town land use regulations. Consistent with the spirit and purpose of the Open Space Subdivision Regulations of the Town, the Open Space shall be left in its natural and undeveloped state and shall be managed and maintained in such a manner as to perpetuate the current undeveloped state of the Open Space in a manner consistent with Section 7.7.3 of the Town Zoning Ordinance, as they may be amended.

(ii) Passive recreational uses of the Open Space, such as nature trails and cross-country ski or snowshoe trails, are encouraged and shall be allowed with the approval of the Association. Motorized vehicles are strictly prohibited in the Open Space, except for the provision of emergency services and/or management activities completed pursuant to subsection (iv) hereof.

(iii) Tree houses, wood camps and buildings of any kind and nature shall not be allowed in the Open Space.

(iv) The cutting of any live tree in the Open Space Area is prohibited without the express consent of the Association. The cutting of live trees and the gathering of firewood in the Open Space Area shall be permitted only under the control and direction of the Association and in a manner consistent with Section 7.7.3 of the Town Zoning Ordinance, as may be amended.

(v) Hunting and the discharge and/or use of firearms, bows and arrows or slingshots or any other dangerous activity in the Open Space is strictly prohibited.

(vi) The Open Space shall be deeded to the Association upon recording of this document.

(b) Recreation Areas.

(i) Those areas shown as “Recreation Area” on the Subdivision Plan (the “Recreation Area”) shall be maintained for recreational use by the Association, its members and their guests and invitees. The Recreation Area may be developed with playgrounds, picnic areas, exercise equipment and similar structures with the consent of and to be maintained by the Association.

(ii) The Recreation Area within the open space shall be deeded to the Association upon recording of this document. The remainder of the open Space shall be easements

running to the Association as shown on the Subdivision Plan. The rights and obligations of any Lot Owner burdened by any open space easement shall be more particularly described in the deed to the said Owner.

(c) Maintenance. The cost for maintenance of, and liability insurance for common areas, including Open Space and Recreation Area, and any equipment, drainage structures or other infrastructure located therein, shall be the responsibility of the Association. Lot owners shall be assessed for such costs as provided in the Bylaws.

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