

Declaration of Covenants, Conditions and Restrictions of the Woodlands

THIS DECLARATION, made this 31st day of August, 1988, by John H. Lang and Nancy E. Lang, both of Shelburne, Vermont, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of those certain parcels of land situated in the Town of Essex, County of Chittenden, State of Vermont shown on a certain plan (the "Plan") described in Exhibit A hereto;

WHEREAS, the Declarant intends to develop and improve the above described parcels of land (the "Subdivision") and offer for sale the lots of land ("Lots" or individually a "Lot") within the Subdivision on which single family residential dwellings may be constructed ("Homes" or individually a "Home"), and is desirous of subjecting the Subdivision and the Lots to the provisions of this Declaration; and

WHEREAS, Declarant desires to subject the Subdivision to the covenants, conditions, restrictions, easements, assessments, obligations, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the purpose of protecting the value and desirability of the Subdivision, for the benefit of said Subdivision and each and every Owner of any Lot.

NOW, THEREFORE, Declarant declares that each and every Lot in the Subdivision, but no others, is and shall be held, transferred, sold and conveyed, subject to the covenants, agreements, easements, restrictions, conditions and charges (the "Restrictions") set out in this Declaration.

ARTICLE I: DEFINITIONS

The following words and terms, when used in this Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto, as same may now or hereafter be amended or supplemented.

(b) "Homeowners' Association" shall mean any association established pursuant to Article IX hereof.

(c) "Home" shall mean a dwelling unit constructed on any Lot.

(d) "Design Review Entity" shall mean the Declarant until such time as the Declarant shall, by written instrument filed with the Land Records of the Town of Essex, assign the rights or responsibilities granted to the Declarant hereunder to the Homeowners' Association, or all of the Lots are sold, whichever shall first occur.

(e) "Lot" shall mean any building lot within the subdivision.

(f) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(g) "Roads" shall mean any roadway shown on the Plan which is used for vehicular and pedestrian ingress and egress.

(h) "Structure" shall mean any building, barn, garage, storage facility, accessory building, fence, pole, pool, or other above-ground improvement.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The Subdivision, including every Lot, Home and the Roads, is, and shall be, held, transferred, sold and conveyed, subject to this Declaration and all amendments or supplements hereto.

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Every deed, mortgage or other instrument conveying an interest in or to a lot shall make reference to this Declaration, but any such deed, mortgage or other instrument shall be deemed to include all such matters as are set forth herein even if not referenced or described therein.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment.

Subject to the Provisions of this Declaration, every owner shall have a right and easement of enjoyment in and to the Roads for the purposes for which roads are commonly used in the Town of Essex and such easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Title to Roads.

Declarant may retain the legal title to the whole or portions of the Roads until such time as the Roads are accepted by any municipal body or such title is conveyed to the Homeowners' Association.

Section 3. Extent of Owners' Easements.

The Subdivision and rights and easements of enjoyment created hereby shall be subject to the following easements.

(a) Every Owner shall, to the extent permitted by law, have a perpetual and non-exclusive easement for ingress and egress to his Lot upon, over and across the Roads.

(b) A blanket and non-exclusive easement is hereby reserved for the Declarant in, upon, over, under, across and through the Roads and Lots within the Subdivision for the purpose of installation, maintenance, repair and replacement of (i) all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other appurtenances, equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Subdivision, any Lot therein or any adjacent property of the Declarant; or (ii) any other improvements thereto, including the right of ingress and egress, which easements shall be for the benefit of Declarant for so long as Declarant, its successors and assigns shall own any Lots within the Subdivision or land adjacent thereto. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant shall have the right to grant such easement, without payment of any consideration, provided that it does not materially interfere with the use of any Home located in the Subdivision for residential purposes.

(c) Every Owner shall also have a perpetual non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits and public utility lines which serve the Lot of such Owner.

(d) The Declarant, the Owners and their respective successors and assigns shall have a blanket, perpetual and non-exclusive easement in common in, upon, over, under, across and through the Subdivision for surface water run-off and drainage caused by natural forces and elements, grading, and/or the improvements located in the Subdivision. No individual Lot Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and system within the Subdivision or with flood control, fish and wildlife habitat or conservation.

ARTICLE IV: DESIGN REVIEW ENTITY

Section 1. Procedure.

Prior to any construction of improvements (or exterior modifications of existing improvements) or landscaping on any Lot, or any change of use thereof, or in any other circumstances in which the consent of the Design Review Entity is required hereunder (collectively, the "Proposed Action"), the Owner of such Lot shall

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notify the Design Review Entity in writing, submitting the following, which shall be deemed the "Final Plans": the final working drawings and specifications the Owner intends to submit to the Town of Essex in applying for a building permit, landscaping plans, and any other plans and specifications the Design Review Entity may reasonably request to establish compliance with the other terms of this Declaration. Information regarding nature, kind, shape, height, materials, floor plan, location, and approximate cost of structures shall be included. An owner shall not commence any Proposed Action until the Design Review Entity's consent thereto is acquired, and shall undertake the Proposed Action only in conformity with the Final Plans as approved by the Design Review Entity. Such consent may be withheld if in the Design Review Entity's judgment the Proposed Activity would not be harmonious with the natural features and improvements at the Subdivision, or if the Proposed Action would violate any specific provision hereof. If consent is withheld, the Design Review Entity shall promptly provide the Owner a statement of its reasons and suggestions as to changes (if any) which could cause the Design Review Entity to approve the Proposed Action. Failure by the Design Review Entity to respond to any submission within thirty days shall constitute approval thereof. Prior to submission of Final Plans, any Owner may, on no more than two occasions, submit to the Design Review Entity such plans, sketches, renderings, etc., as then exist with respect to the Proposed Action for comment and preliminary approval. If preliminary approval is then given with respect to any aspect of the Proposed Action, the Design Review Entity shall approve such elements of subsequent plans as incorporate such aspect or develop the same with further detail otherwise consistent with the terms hereof. No person shall have any right to challenge the action of any Owner on the grounds that approval was required hereunder and not obtained unless court actions are commenced within two years from the completion of the challenged work and notice thereof is filed with the Homeowners' Association.

The Design Review Entity shall not have any liability or responsibility for any approved design (review hereunder being confirmed solely to aesthetic matters of external appearance) or for any approval or failure of approval hereunder except as made in bad faith.

Notwithstanding any contrary provision hereof, the Design Review Entity shall have the right to exercise reasonable discretionary judgment in the review process. In such exercise the Design Review Entity acting in good faith may waive or permit variations from the provisions of this Declaration, and no Owner shall have a right of action against the Design Review Entity for exceptions or variations so granted.

Section 2. Enforcement, Amendment, etc.

The Declarant, Design Review Entity and Homeowners' Association shall have the authority to enforce the provisions of this Declaration as in Article VIII provided. Any Owner of a Lot shall also have the right to enforce the provisions of this Declaration by appropriate legal action as in said Article provided, except that actions or decisions of the Design Review Entity and the Homeowners' Association with respect to matters hereunder shall be binding on all Owners; and no Owner shall have any right to challenge such actions or decisions except on the grounds of fraud or bad faith or (provided such challenge is filed within 30 days of the action or decision in question) material failure to comply with the procedural requirements hereof.

ARTICLE V: GENERAL DESIGN RESTRICTIONS

Section 1. Restrictions Related to Use and Structures.

(a) All uses of the Lots and improvements thereto are subject to and shall comply with all laws, orders and regulations which may from time to time be applicable, including without limitation the Zoning Ordinance of the Town of Essex.

(b) No Lot shall be further subdivided after execution and recording hereof, although Owners of multiple contiguous Lots may subsequently alter the demising lines between such Lots without prior approval of the Design Review Entity so long as such boundary alteration does not violate any government regulation or ordinance.

(c) Only one Home may be located on each Lot.

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(d) Each Lot shall be used only for the purpose of single family housing in a single Home and uses accessory thereto, subject to the terms of this Declaration; PROVIDED, HOWEVER, that a home may include a small "in law" apartment for use only by one or two relatives of the Owner if such use is otherwise permitted in applicable government statutes, regulations, and ordinances. No accessory structure shall be used for habitation. Accessory use shall (subject to applicable law and government regulations and ordinances) include practice of a profession such as law, accounting, medicine, or architecture or the conduct of a business by the Owner or occupant of a Home provided that said person or business has no employees and receives only occasional invitees. No time sharing arrangements, condominium, cooperative, or other multiple ownership thereof shall be permitted. A Lot may be leased for occupancy subject to the terms of this Declaration.

(e) No structure whatever other than one single family dwelling, permitted as aforesaid, patio walls, a single in-ground swimming pool, decorative fences and a garage for not more than three (3) vehicles, may be placed or maintained on any Lot. Each Home shall have an enclosed garage within its structure, or on the Lot, for not less than two (2) cars. Without limitation, the following uses and structures shall be prohibited: noxious, dangerous, offensive, or unduly noisy; open burning; those uses constituting a nuisance; stables, kennels or other uses involving animals or the breeding thereof (except that customary household pets in reasonable numbers kept under leash or control and which spend each night within the confines of a Home shall be permitted); dumpsters; windmills, antennas, satellite dishes, elevated storage tanks and aerials visible from outside the Lot; operation of dirt bikes, snowmobiles, motorcycles, all terrain vehicles or other engine-powered motor vehicles except for automobiles and trucks (provided that an Owner of any Lot may use the particular driveway for his Lot and, subject to applicable law, the roads, for access of such vehicles from his Lot to areas outside the subdivision).

(f) No motor vehicle not displaying current registration plates, and no house trailer, camping trailer, boat or mobile house shall be located on any Lot (except for storage if completely enclosed within a garage or otherwise screened in accordance herewith.) No tent shall be located on any Lot except for a temporary children's tent or a temporary tent for ceremonial or social functions, each of which shall be permitted only after a dwelling has been constructed on a Lot.

(g) Trash, garbage, vegetable waste, bottled gas containers, storage piles, and equipment on each Lot shall be screened from view of persons outside of such Lot using the required architectural elements or natural vegetation. Plans for all enclosures to ensure such concealment from view must be approved by the Design Review Entity in accordance herewith.

(h) No above-ground swimming pools shall be placed on any Lot.

(i) Water, electricity, telephone, gas, sewer, storm drainage, and cable television service and other utility services for each Lot shall be obtained from master utility lines to be installed within access and utility easement, construction in the roads. Connections from improvements on Lots to such underground lines shall be installed underground and shall intersect only with stubbed lines serving a Lot if such stubbed lines have been installed by Declarant.

(j) No easement or right of way shall be granted or established across or upon any Lot to establish access in any manner, except from adjacent or adjoining Lots to the Lot.

(k) No signs, sign boards or advertising structures of any kind shall be erected or placed on any Lot except one unlighted name and address sign and except signs not exceeding five (5) square feet required to advertise the property during construction and/or resale or renting period. Nothing herein shall be construed to prevent the Declarant or their successors from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by them for the development of the Subdivision.

Section 2. Restrictions Related to Structures.

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(a) No garage, in-ground swimming pool or like facility, shall be constructed on any Lot within 20 feet of the Lot line thereof and only as permitted under then applicable zoning laws. No Home shall be constructed within 20 feet of any lot line.

(b) As the design of all structures shall be traditional in attitude, the use of traditional forms and design elements (e.g. pitched roofs, columns, arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the design of all structures should address the environment and homes customary to the community.

(c) Exterior walls of all structures shall be sheathed with either brick, stone, clapboard, wood or shingle, although the Design Review Entity shall have the right to approve the appropriateness of the material choice for each particular situation.

(d) All roofs of all structures shall be pitched at an angle not less than 8 in 12 (although certain areas of a dwelling may also have flat roofs if appropriate to a particular design concept), and shall be clad in shingles or slate or a slate-composite material, provided that another roof employing other materials will be permitted if architecturally harmonious. Chimneys shall be clad in brick or stone. The use of roof dormers is encouraged in lieu of skylights. Solar panels, either roof-mounted or otherwise, are prohibited.

(e) The exterior color palette of all structures should be subdued in intensity, with color tones tending toward the darker end of the value scale, with the exception that off white is a preferred color.

(f) The construction materials for all accessory buildings and other structures shall be compatible with the Home and the other requirements of the Declaration.

(g) No Home shall contain less than 1800 square feet of interior space exclusive of garages and basement. The Home will not exceed two and one-half (2 1/2) floors and thirty-five feet in height, such limits not to include basement level which shall be at that level wholly or substantially below ground level.

Section 3. Restrictions Related to Landscaping.

(a) All fencing along Lot demising lines must consist of, or be natural materials or totally concealed by, non-deciduous planting material, (i.e. there is no prohibition against fencing designed to secure children or pets, but fencing of non-natural materials must be primarily enveloped by hedges, trees, etc.).

(b) All individual site lighting shall be non-glaring, low intensity, subdued in nature, and shielded from surrounding property in such a manner as to conceal light sources and reflector surfaces from view substantially beyond the perimeter of the area to be illuminated. Both the design and placement should be subordinate to the main site lighting along the Roads.

(c) In general, the retention of existing trees is to be considered a priority. The Design Review Entity must be notified in advance if any tree having a trunk in excess of six inches (6") in dimension at the base is to be removed (unless due to decay, construction damage or otherwise hereunder).

Section 4. Restrictions Related to Construction.

(a) Temporary structures may be placed on any Lot during construction thereon if such structures are reasonably necessary for such construction. All structures shall comply with applicable government regulations and shall be removed immediately upon substantial completion of the construction in question.

(b) Any construction of improvements and any landscaping on any Lot once commenced shall be diligently prosecuted and landscaping shall be completed as soon thereafter as practical. The Owner shall ensure that dust and noise during construction are limited by reasonable control measures. Construction shall be permitted only during daylight hours. The dwelling constructed on any of said lots shall be completed no later than one (1) year after

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commencement of construction. No dwelling constructed on any of said lots shall be occupied unless and until the exterior shall be completed, and no temporary building shall be occupied for dwelling purposes upon said lots during the construction of said dwelling. The landscaping of said lot must be completed no later than two (2) years after commencement of construction of the buildings.

(c) Any construction work done in the proximity of trees shall be done in accordance with the following specifications:

(i) Before commencing any work on the site, protection shall be provided for existing trees which are to remain. No clearing shall occur without an understanding of existing conditions to be preserved. Trees to be removed should be tagged according to a graded site plan prepared by the Owner and reviewed by the Design Review Entity.

(ii) Trees which are selected to remain shall be protected by the erection of sturdy wood boxing with sturdy snow fence fabric.

(iii) Extreme care shall be used during the excavation procedures to prevent damage to roots of trees which are to remain.

(iv) Existing trees adjacent to the construction site, which have, in the opinion of the Design Review Entity, become damaged in the course of construction, shall be replaced with trees of similar size and species, and all expenses involved therein and so incurred shall be paid by the Owner or his contractor.

(d) Any tree stumps must be removed to a state approved landfill or disposed of in accordance with the applicable Land Use Permit as it may be amended from time to time.

(e) Except as required for permitted construction, there shall be no removal of topsoil, sand, gravel, minerals or other materials, dredging or filling or change in topography except as permitted by the Design Review Entity.

Section 5. Restriction Related to Alterations.

(a) No exterior addition to or change or alteration (collectively, "Alterations") to any Home or Structure shall be made, until plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme and locations of such Alterations shall have been submitted to and approved in writing by the Design Review Entity in the manner provided in Article IV hereof. The Design Review Entity shall have the right to refuse to approve any such plans or specifications, which are not suitable or desirable, in its sole discretion, for aesthetic or other reasons; and in so passing upon such plans or specifications, it shall have the right to take into consideration the suitability of the proposed Alterations and of the materials of which they are to be built, the harmony thereof with the surroundings and the effect of the Alterations, as planned, on the outlook from the adjacent Lots, and the consistency of the proposed Alterations with the other Homes located in the Subdivision. In addition, the Owner proposing the Alterations shall notify the Owners of adjacent Lots who will have a direct view of the Alterations of the nature and extent thereof. In determining whether to approve the proposed Alterations, the Design Review Entity shall solicit and give due consideration to the comments of such Lot Owners.

(b) Alterations shall be performed in compliance with all applicable laws, statutes, by-laws, and rules and regulations of all governmental bodies having jurisdiction over the same, and in a manner as not to unduly inconvenience or disturb other Owners.

(c) Nothing herein contained shall in any way restrict the right of Owners of Lots to decorate or to make alterations or additions, whether structural or non-structural, to the interior of any Home situated on any Lot.

Section 6. Restrictions Related to Painting.

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(a) After initial construction, no Home exterior or other structure shall be painted or stained until the color thereof has been approved by the Design Review Entity. The Design Review Entity shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of the other Homes located in the Subdivision or which color is not suitable or desirable for aesthetic or other reasons.

(b) Each Home must be painted or stained in a consistent fashion, and no Home shall be painted or stained in more than one Color, except that window and door trim, shutters, eaves, porches and similar design elements may be another color if approved by Design Review Entity.

Section 7. Energy Saving Restrictions.

(a) In the construction, or substantial reconstruction, of any structure on the property described in the Subdivision, the useful occupancy of which requires water or plumbing facilities, water-conserving plumbing fixtures shall be used, including, but not limited to, low-flush toilets, low-flow showerheads, and aerator-type or flow-restricted faucets. Each Owner shall conduct maintenance and repair sufficient to ensure the efficient operation of these water conserving devices.

(b) All heated structures erected on any Lot shall be constructed with insulation with an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, at least R-10 around the foundation or slab, and with double-glazed windows and insulated hot water tanks.

(c) Electric heat is not permitted as a primary heat sources

(d) Each Lot and the structures thereon and the usage thereof are subject to the terms of all municipal and governmental approvals, including without limitation. Land Use Permits now or hereafter governing the Subdivision.

ARTICLE VI: MAINTENANCE

(a) Each of the Lot owners shall maintain their respective Homes, Structures, Lots and landscaping in good order, condition and repair. This obligation shall include the continual maintenance of storm water swales which traverse such Owner's lot.

(b) Any dispute as to the necessity of any maintenance or repairs shall be submitted to the Design Review Entity for resolution.

ARTICLE VII: ROADS

The responsibility and costs of maintaining the Roads within the Subdivision (including any utility systems therein) ("Road Maintenance"), including, without limitation, costs of plowing, sanding and resurfacing, and of lighting and insuring the same and any taxes thereon shall be borne by Declarant until such time as the Roads are accepted by any municipal body or title thereto is conveyed to the Homeowners' Association. Each Lot Owner by acceptance of a deed to his Lot acknowledges and agrees that he may be required to bear a proportional share of the cost of Road Maintenance with other Lot Owners.

ARTICLE VIII: ENFORCEMENT - ASSESSMENTS AND LIENS

Section 1. Enforcement.

The Declarant, the Design Review Entity, the Homeowners' Association, or any Owner may, subject to the limitations set forth in Article IV hereof, seek enforcement of this Declaration by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or

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enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration. Failure of Declarant, the Design Review Entity, the Homeowners' Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 2. Creation of a Lien and Personal Obligation for Assessments.

Each Owner of a Lot by the acceptance and recording of a deed or other instrument transferring title to or any interest in a Lot, whether or not it be so expressed in such deed or instrument, shall be subject to the Declaration and deemed to covenant and agree to pay to the Design Review Entity and/or the Homeowners' Association assessments assessed in accordance with this Declaration or the Bylaws established pursuant to Article XI. Assessments may be levied as specifically provided herein or in such Bylaws. Assessments, together with interest, costs, and reasonable attorneys' fees, of collection or incurred in enforcement shall be a lien upon the Lot against or with respect to which such assessment was made, allocated, or apportioned in accordance with the Bylaws, subordinate only, to the lien of a first mortgage thereon. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the obligation of the individual Owner against whom the assessment was made.

Section 3. No Exemption.

No Owner shall be exempt from liability for assessments by attempted waiver of the use or enjoyment of any facility by abandonment of the Lot owned by such owner, or by any other reason.

Section 4. Interest.

Any assessment not paid within ten (10) days of its due date shall bear interest from the due date at the rate of one percent. (1%) per month, or at such other rate as may be fixed by the Design Review Entity and/or the Homeowners' Association from time to time, or, in either event, at such lesser rate as is the maximum rate permitted by applicable law.

Section 5. Liability for Liens.

Prior to or at the time of any conveyance of a Lot, all assessments with respect to that lot shall be paid in full. The purchaser of a lot shall be jointly and severally liable with the selling Owner of a Lot for all unpaid assessments against or on account of the Lot through the time of recording of the instrument transferring ownership of the Lot. Any purchaser or holder of a mortgage on a Lot shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Owner of such Lot within five (5) days following a written request therefor directed to the Design Review Entity.

Section 6. General.

Should the Declarant, Design Review Entity and/or Homeowners' Association employ counsel in order to enforce any of the foregoing covenants, conditions, reservations, restrictions or obligations, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner of such Lot or Lots found to be in violation by a court of competent jurisdiction. This cost may be assessed against the defaulting owner pursuant to Article VIII, Section 2 above. No delay or omission on the part of any such party in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions and obligations herein contained shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Lot Owner against Declarant, Design Review Entity or Homeowners' Association for or on account of its failure to bring an action on account of any breach of these covenants and conditions, nor for imposing covenants and restrictions which may be found or determined to be unenforceable at law.

ARTICLE IX: HOMEOWNERS' ASSOCIATION

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Contemporaneously with the filing of this Declaration, Declarant shall file with the Land Records of the Town of Essex By-Laws establishing the Homeowners' Association in accordance with law and empowered to assume and discharge the rights and obligations imposed upon the Design Review Entity hereunder. Each Owner of a Lot, by acceptance of a deed shall become a member of such Association and be bound by same and By-Laws with the same force and effect as if here set forth at length.

ARTICLE X: GENERAL PROVISIONS

Section 1. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2. Duration.

This Declaration and the Restrictions shall run with and bind all of the Lots, and shall inure to the benefit of and be enforceable by the Declarant, and the Owners of any Lot, their respective successors, assigns, heirs, executors, administrators and personal representatives for a period of thirty (30) years from the date hereof, after which time the same shall automatically be extended for successive periods of five (5) years unless terminated by an instrument signed by a majority of the Owners of Lots filed with the Land Records of the Town of Essex. The Declarant may assign all of its approval rights hereunder to any person or entity, including, without limitation, the Homeowners' Association.

Section 3. Severability.

Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall not affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 4. Amendment.

This instrument may be amended by an instrument signed by Declarant as elsewhere herein provided, by an instrument signed by a majority of Owners of Lots and Declarant at any time, and by an instrument signed by a majority of Owners of Lots at such time as none of the Lots are Owned by Declarant.