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OUTLINE OF PROTECTIVE COVENANTS

Burlington, Vermont

Insuring Office Federal Housing Administration

Maple Park Subdivision
Milliston Road, South Burlington, Vermont

The Protective Covenants outlined meet the minimum objectives of the Federal Housing Administration for the protection of a subdivision through recorded covenants. The subdivision shall also comply with existing zoning and subdivision regulations. An explanation of these requirements is given in FHA Circular No. 5 Page 8, "Subdivision Standards," Revised September 1, 1939.

When approved, the covenants must be recorded as a blanket encumbrance against the entire subdivision or against neighborhood units thereof. In the absence of zoning regulations or where zoning is not rigidly enforced, it is also important that limited protective covenants regulating the use of adjoining land under control of the sponsor be recorded in the same instrument. The Protected Areas shall be clearly described by reference to the recorded plat or by metes and bounds.

Legal counsel should be retained to draft Protective Covenants which not only meet the objectives of the minimum protection herein set forth, but which also provide additional protection that will insure maximum degree of stability and appeal.

The covenants should not be recorded until the complete final draft has been approved by the Burlington Vt. Office, Federal Housing Administration.

Two certified copies of the recorded covenants shall be furnished this office 26710 R.I. 11/1/39

For Elimination and Revocation of Restrictive Covenant May 1948
refer to Volume 69, page 381

PROTECTIVE COVENANTS

A. All lots in the tract shall be known and described as residential lots except one lot on Milliston Road.

B. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars and none (other outbuildings incidental to residential use of the plot.)

C-1. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 5 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located 20 feet or more from the front lot line.

The building setback lines to be shown on the recorded plat shall be as described in C-2. If setback lines cannot be shown on recorded plat, C-1 rather than C-1 should be used. Exceptions to setback lines, applying to entire tract or to certain lots, may be made in C-2 where special conditions warrant.

C-2. No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line; except that on all building plots abutting no building shall be located nearer than 20 feet to the front lot line nor nearer than 20 feet to any side street line. No building, except a garage or other outbuilding located 20 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

If desired a maximum setback line may be included as follows:
No residence or attached appurtenance shall be erected on any lot farther than 10 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet nor a width of less than 50 feet at the front building setback line, except that a residence may be erected or placed on lots Nos. as shown on the recorded plat.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

H. No dwelling costing less than \$3500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet in

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Know all Men by these presents,

THAT

the case of a one-story structure nor less than 480 square feet in the case of a one and one-half, two, or two and one-half story structure.
 Utility easements should be provided only where needed. Include Clause 1-1 or 1-2 depending upon the method to be used.
 1-1 Easements affecting Lots Nos. _____ are reserved as shown on the recorded plat, for utility installation and maintenance.
 1-2 An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

Approved Sept 23, 1940

J. Holmes Jackson, State Manager

1. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
 2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or recover damages or other dues for such violation.
 3. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Received for record September 25, 1940 at 9 A.M.

H. F. Tilley
 Town Clerk