

RESTRICTIVE COVENANTS FOR ONE LIFE COMMUNITIES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that One Life Communities, LLC (hereinafter “Grantor”) of Randolph, Vermont, owner of a subdivision situated in the Town of Randolph, which lands and premises are more particularly described as follows:

Being a portion of the same lands and premises known as Lot 4 which were conveyed to One Life Communities, LLC by Warranty Deed of Kid Kare Development Co., Inc. dated April 7, 2016 and of record in Book 200, at Pages 730-733 of the Randolph Land Records.

The land and premises which shall be the subject of these restrictive covenants is more particularly described as Lots 5, 6, 7, 8, 9, 10 and Lot 11, as shown on the subdivision permits issued by the Town of Randolph, being Permit #Z23-86 and Permit #Z25-05 and as shown on a survey map of American Survey Company entitled “A Subdivision Survey in Randolph, Vermont for One Life Communities, LLC”, compiled on January 4, 2024 and recorded in the Randolph Land Records on June 24, 2024 in Plat File 204C and 204D and as also shown on a survey map of American Survey Company entitled “A Subdivision Survey in Randolph, Vermont for One Life Communities, LLC”, compiled on January 4, 2024 and revised on March 7, 2025 and recorded in the Randolph Land Records on May 2, 2025 in Plat File MFC2 209A and MFC2 209B.

DOES HEREBY CREATE the following Restrictive Covenants with regard to said Lots 5, 6, 7, 8, 9 and 10, and 11, which shall run with the land and premises above described. A certain “Common Driveway Maintenance and Usage Agreement,” dated _____, 2025, is hereby incorporated by reference hereto and made a part hereof as if fully set forth herein:

RESTRICTIVE COVENANTS

1. No external construction shall commence without first obtaining written approval of building plans by Owner, Grantor or designee, said approval not to be unreasonably withheld. The lot owners will provide Owner or Grantor with a complete site plan sketch and other information as reasonably required by Grantor. Grantor shall notify the lot owner promptly once the submission is complete. Grantor shall either notify lot owner of approval or specified objections to said plans in whole or in part within 15 days of receipt of completed plans or drawings. In lieu of said timely notice, the plans are deemed approved.
2. It is understood that this development is intended to be, although not limited to, a tiny home and vacation rental community. Dome homes, contemporary tiny homes, modern container homes, and other unique styles may be allowable as long as they meet reasonable aesthetic qualities and any applicable state and local life safety and energy efficiency requirements. Consistent with the above, skirted, attached, permanent tiny homes and Park Model Recreational Vehicles on a slab or appropriate foundation may be permitted, subject to Paragraph 1, above. It is acknowledged that the Park Model Recreational Vehicles on Lots, 8, 9 and 10 comply with these Restrictive Covenants as they are presently constituted.
3. In view of the unique and vital water collection area on Lot 11 and the aesthetic beauty of the open Green Area on Lot 11, no building or structure may be erected on Lot 11 except upon the two existing sites, being #342 Community Drive and #45 Community Drive Extension.

4. Said lots shall be used and occupied for residential and accessory purposes only and for Airbnb guest rental purposes.

5. There shall be no commercial activity on said lots, subject to Paragraph 4, above. However, the owners may carry on a small business within the premises of their own home but shall not have any advertising or display signs on the property and all tools, materials, or equipment necessary for said part time business shall not be visibly displayed upon the premises.

6. All utility, power lines and cable shall be installed underground unless it is demonstrated to the Owner or Grantor that this is not possible or clearly impractical.

7. Said lots and all building and improvements on said lots shall be kept in a neat and slightly condition. The owners thereof shall not allow any unhealthy condition or nuisance, including noise nuisance, to exist on or with respect to the same. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including particularly inoperable automobiles, appliances, furniture and building materials, shall be thrown, dumped, stored, or otherwise placed on any part of the property. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose, and the container will be screened from general view by landscaping or fencing. The owners or occupants of said lot shall be responsible for the disposal of solid waste at legally established solid waste disposal facilities outside the property. There shall be no outside storage, debris or refuse allowed to any extent.

8. All lawns and drive shoulders shall be regularly maintained in a neat and orderly fashion and mowed regularly. In the event of substantial noncompliance, Grantor reserves the right to enter onto the applicable property and perform the needed actions. In that case, Grantor may charge the Lot owner a reasonable fee. Without limitation, nothing herein shall be interpreted to prevent the Grantor from bringing suit in the appropriate forum for damages and other relief.

All trees shall be maintained in like manner.

9. The Pond shall be maintained in good condition by the owners of Lots 8, 9 and 11 jointly and severally. No chemicals may be added to the Pond.

10. The Owner(s) of Lot 11 shall maintain the Spring Cistern in good operating condition, along with the connecting water lines, and shall in no event may the location or vertical order of the various output pipes be changed at any time and to any extent without the express written permission of the Grantor.

11. Only domestic pets shall be allowed on any of said lots. Any such fowl, domestic pets and horses shall be confined to the lot and under the strict control of the owner; nor permitted to create a noise nuisance, in the opinion of the Grantor.

12. The development of and improvements on said lot shall at all times be in compliance with all the rules and regulations adopted from time to time by the Town of Randolph.

13. These covenants and restrictions shall remain in full force and effect and shall run with the land.

14. These Restrictive Covenants may be enforced by the Grantor or Owner, its successors and assigns, as well as its designee(s) in writing, so long as said Grantor or Owner, successors or assigns is the owner of a lot in the subdivision; and/or by any owner of a lot in the subdivision at the time enforcement is initiated.

15. Without limitation as to any other provisions or remedies provided for by these Restrictive Covenants, enforcement of these covenants shall be by a written notice of the violation to be remedied sent by certified mail to the person believed to be violating the same. In the event that the violation is not remedied with thirty (30) days from the date of the receipt of the notice, enforcement may be had by filing suit in a court of appropriate jurisdiction. It is recognized that monetary damages are not an adequate remedy for a breach of these covenants. Therefore, an injunction prohibiting the continuance of a violation and an order for the abatement of a condition which violates these covenants is an appropriate remedy along with an award for any actual damages sustained and for all reasonable costs of enforcement, including reasonable attorneys' fees, incurred in enforcing the provisions of these covenants.

16. The covenants created herein may be waived, abandoned, terminated or amended as to the whole of the subdivision or any portion thereof by the unilateral action of Owner or Grantor during the first two (2) years after the date of the filing of these restrictive covenants in the Land Records of the Town of Randolph, Vermont, or upon the conveyance of three (3) lots, whichever comes later. Such waiver or abandonment, termination or modification shall become effective upon the recording in the Randolph Town Land Records of a written notice of same executed by Owner. Thereafter, said covenants only may be waived, abandoned,

terminated or amended as to the whole of the subdivision or any portion thereof by the unanimous consent of the record title owners of Lots 5, 6, 7, 8, 9, 10 and 11.

Dated at Randolph, Vermont on _____, 2025

Witness

One Life Communities, LLC
Grantor/Owner
By: Stephen L. Axelrod, Manager

STATE OF VERMONT
COUNTY OF ORANGE, SS.

At Randolph, this _____ day of _____, 2025, Stephen L. Axelrod, Manager, One Life Communities, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of One Life Communities, LLC.

Before me

Notary Public
My commission expires: