

AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF "NORTH HAMPSHIRE RIDGE"
IN JACKSON, NEW HAMPSHIRE

The following covenants and use restrictions are added to the Declaration of Covenants and Restrictions of "North Hampshire Ridge", dated September 6, 1976, and recorded at the Carroll County Registry of Deeds at Book 636, Page 347.

Maintenance of Roads and Common Areas:
In order to plow, maintain and improve common roads and such other common facilities as may now or hereafter be designated and established in North Hampshire Ridge, the owner of each lot hereby conveyed shall annually pay to the Grantor, by April 1st of each year, a reasonable sum as annually determined and billed by the Grantor. The owners of lots 1, 2, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 shall pay an annual amount to the Grantor of \$150.00 per year. The owners of lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 29, 30, 31, and 32 shall be required to pay \$150.00 per year as provided above, only at such time as the Grantor plows the roads within the subdivision for one full snow season. Grantor shall have the discretion to determine the areas requiring maintenance and/or improvement in any year. Grantor may expend for such purposes in any year more than the total sums received therefor, but shall not be obligated to do so. Grantor reserves the right at any time to convey all or any of the roads to the Town of Jackson to be used as public roads and also reserves the right at any time to terminate its rights and obligations under this paragraph, without advance notice, whereupon, pending its transfer of common rights to an association representing the lot owners, as below provided, the lot owners may select one or more from their number to succeed to its rights and duties under this paragraph. For the safety of the community and the protection of the roads, Grantee agrees, for himself, his guests and licensees, to exercise discretion in the use of common roadways, and to observe all reasonable traffic regulations as determined by Grantor and designated by appropriate signs, including seasonal regulations limiting the weight of, or otherwise restricting or prohibiting, vehicular traffic, while the ground is thawing.

20. b. Association of Lot Owners: The Grantor may procure the organization of an association representing owners of lots within North Hampshire Ridge of which the owner of the lot(s) herein conveyed will automatically be a supporting member, with full voting rights. Grantor may transfer to such association its title to common roadways if not conveyed to the town as public roads and other common facilities, subject to the exceptions and reservations above set forth, together with its powers and obligations with respect to maintenance, improvement, and regulation of the same, and its rights to collect annual payments therefor. Upon such transfer, said association shall succeed to Grantor's rights and duties relative to administration of the use restriction herein imposed.

IN WITNESS WHEREOF, Vincent A. Mennella, as owner of North Hampshire Ridge, has hereunto set his hand and seal this 2 day of August, 1977.

Witness:

NORTH HAMPSHIRE RIDGE

KSON & FAUVER
ATTORNEYS AT LAW
10774 CONWAY
NORTH HAMPSHIRE 05850

Vincent A. Mennella

By: *Vincent A. Mennella*
Vincent A. Mennella

101

SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF "NORTH HAMPSHIRE
RIDGE" IN JACKSON, NEW HAMPSHIRE

The following covenants and use restrictions are added and amended to the Declaration of Covenants and Restrictions of "North Hampshire Ridge", dated September 6, 1976, and recorded at the Carroll County Registry of Deeds at Book 636, Page 347, and as amended by Amendment dated August 2, 1977, and recorded at said Registry at Book 676, Page 416.

5(b) The height of all new structures and all alterations and/or enlargements of structures shall be limited by a plane parallel to the natural ground surface measured vertically 35 feet from that surface at any point.

8. No equipment, machinery of any type, building materials or unregistered motor vehicles shall be allowed to remain on any parcel or lot. Further, no loud or otherwise offensive vehicles shall be allowed to be operated on the land. This shall prohibit the operation of trailbikes and similar vehicles within the development, but shall allow the use of snowmobiles.

20 (a) Maintenance of Roads and Common Areas:

In order to plow, maintain and improve common roads and such other common facilities as may now or hereafter be designated and established in North Hampshire Ridge, the owner of each lot hereby conveyed shall annually pay to the Grantor, by April 1st of each year, a reasonable sum as annually determined and billed by the Grantor. The owners of Lots #1, 2, 18, 19, 20, 21, 23, 24, 25, 22, 26, 27, and 28 shall pay an annual amount to the Grantor of \$150.00 per year, due by April 1st of each year, if the roads are plowed to gain access to a dwelling on any one of the aforesaid lots. The owners of Lots #17, 16, 15, 13, 12, 11 and 29 shall be required to pay \$150.00 a year as provided above, at such time as the Grantor plows the roads within the subdivision to gain access to a dwelling on any one of these lots or to any lots on the upper road being Lots #10, 9, 8, 6, 5, 4, 3, 32, 31, and 30. The owners of Lots #10, 9, 8, 6, 5, 4, 3, 32, 31, and 30 shall be required to pay \$150.00 per year as provided above, at such time as the Grantor plows the roads within the subdivision to gain access to a dwelling on any one of these lots. Grantor shall have the discretion to determine the areas requiring maintenance and/or improvement in any year. Grantor may expend for such purposes in any year more than the total sums received therefor, but shall not be obligated to do so. Grantor reserves the right at any time to convey all or any of the roads to the Town of Jackson to be used as public roads and also reserves the right at any time to terminate its rights and obligations under this paragraph, without advance notice, whereupon, pending its transfer of common rights to the association representing the lot owners, as provided in the first Amendment to Declaration of Covenants and Restrictions as recorded at the Carroll County Registry of Deeds at Book 676, Page 416, the lot owners may select one or more from their number to succeed to its rights and duties under this paragraph. For the safety of the community and the protection of the roads, Grantee agrees, for himself, his guests and licensees, to exercise discretion in the use of common

CARROLL COUNTY REGISTRY
RECEIVED APR 13 1978
DEPUTY REGISTRAR OF DEEDS

X40N-2 FAUVER
TOWNERS AT LAW
MORRIS CONWAY
HANPSHIRE 03900

USE 142 PAGE 201

roadways, and to observe all reasonable traffic regulations as determined by Grantor and designated by appropriate signs, including seasonal regulations limiting the weight of, or otherwise restricting or prohibiting, vehicular traffic, while the ground is thawing.

IN WITNESS WHEREOF, Vincent A. Mennella, as owner of North Hampshire Ridge, has hereunto set his hand and seal this 18th day of April, 1979.

Witness:

NORTH HAMPSHIRE RIDGE

Susan C. Hoople

By Vincent A. Mennella (s)
Vincent A. Mennella, Owner

STATE OF NEW HAMPSHIRE

CARROLL, SS.

April 18, 1979.

Personally appeared the above-named Vincent A. Mennella, Owner of North Hampshire Ridge, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

Janet D. Streater
Notary Public/Justice of the Peace

Janet D. Streater
Notary Public

My Commission Expires 12-29-1983

THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF "NORTH HAMPSHIRE
RIDGE" IN JACKSON, NEW HAMPSHIRE

The following covenants and use restrictions are added and amended to the Declaration of Covenants and Restrictions of "North Hampshire Ridge", dated September 6, 1976, and recorded at the Carroll County Registry of Deeds at Book 636, Page 347, and as amended by Amendment dated August 2, 1977, and recorded at said Registry at Book 676, Page 416, and as amended by Amendment dated April 18, 1979, and recorded at said Registry at Book 742, Page 254.

8. No equipment, machinery of any type, building materials or unregistered motor vehicles shall be allowed to remain on any parcel or lot. Further, no loud or otherwise offensive vehicles shall be allowed to be operated on the land. This shall prohibit the operation of trailbikes, snowmobiles, and similar vehicles within the development.

IN WITNESS WHEREOF, Vincent A. Mennella, as owner of North Hampshire Ridge, has hereunto set his hand and seal this 24th day of July, 1979.

Witness:

NORTH HAMPSHIRE RIDGE

Janet D. Streeter

By Vincent A. Mennella (s)
Vincent A. Mennella, Owner

STATE OF NEW HAMPSHIRE

CARROLL, SS.

July 24, 1979.

Personally appeared the above-named Vincent A. Mennella, Owner of North Hampshire Ridge, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

CARROLL CO. REGISTRY
Rec'd at 2:5 o'clock P M
JUL 26 1979

Janet D. Streeter
Notary Public

Janet D. Streeter
Notary Public
My Commission Expires March 28, 1984

Recorded plus
Attest: Janet D. Streeter
NOTARY PUBLIC OF NEW HAMPSHIRE

LIBER 755 PAGE 392