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VPM COPY

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

WHEREAS VINCENT A. MENNELLA is the owner of a certain subdivision in Jackson, New Hampshire westerly of Route 16-B known as "North Hampshire Ridge".

WHEREAS it is desired to impose certain covenants and restrictions on said subdivision for the protection of said Mennella and his subsequent grantees.

NOW THEREFORE, VINCENT A. MENNELLA hereby declares that the lots in this subdivision shall be held and conveyed subject to the easements and restrictions hereinafter set forth;

*1940 B. St. H. 100
Vincent A. Mennella*

(1) No building whatever except a private single family dwelling house with the necessary outbuildings, including a private garage, shall be erected on any lot or parcel.

(2) No temporary structure shall be built upon any lot other than those necessary and used in the course of construction of permanent buildings.

(3) No trailer, mobile home, tent, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any trailer, mobile home, camper or tent be placed or maintained on any tract or lot.

(4) No dwelling house shall be erected on any lot until the plans and specifications have been submitted to and approved by the said Vincent A. Mennella as to outward appearance and design. The said Vincent A. Mennella shall not unreasonably withhold approval and if specifications shall not be acted on within twenty (20) days of the submission thereof they shall be deemed approved.

(5) Pursuant to a general plan for the benefit of all the owners in "North Hampshire Ridge" and of all persons who may now or hereafter become owners of any lot in the subdivision such lot is subject to the following qualifications and restrictions:

(a) No portion of any house, appurtenance or outbuilding shall be less than twenty-five (25) feet

line and fifty (50) feet from any road front. Provided, however, that as to Lots 18 through 22 inclusive there shall be a setback of seventy-five (75) feet from the northwesterly line of said lots.

(b) No building shall be more than two stories in height above grade.

(c) All exterior construction or alterations of structures on a lot must be completed within six (6) months of start of construction or alteration. No residential structure shall be erected or placed on any building lot that has a heatable floor space of less than one thousand (1,000) square feet and a market value exclusive of the lot purchase price, of less than \$25,000.

(6) Excavation and/or removal of sand, soil, rocks, etc. from this land for commercial purposes is prohibited.

(7) No livestock, poultry, or other animals shall be kept, maintained or allowed on any lot or parcel of land except for household pets which may be permitted provided they are not allowed to roam freely off the land of the owner, nor cause nuisance by noise, smell or in other regard that may be deemed offensive.

(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 snowmobiles, trailbikes and similar vehicles within the development.

(9) No rubbish, waste or other garbage shall be disposed of on said premises, but must be removed for disposal. Garbage, trash, etc. must be kept in proper containers at all times and out of public view.

(10) All bottled gas tanks shall be enclosed or otherwise located so they are not visible from any other lot or any road.

(11) All sanitary plumbing and sewage disposal shall conform to the minimum requirements of the local authorities and the State of New Hampshire, and no outside toilet or privy shall

be constructed or maintained on said premises. No house shall be erected that will use, temporarily or otherwise, sanitary facilities of chemical or incineration design.

(12) Each lot or parcel of land and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance.

(13) No "for sale" signs or other signs shall be erected or placed on the premises without the express written consent of the subdivider. This shall not apply to name plates or ^{name} signs neat and attractive in appearance.

(14) Because of the residential nature of the area, there shall be no hunting or trapping allowed in any way or manner. There shall be no firing of rifles, pistols, or other firearms used in the subdivision.

(15) No lot parcel of land shall be subdivided.

(16) No business, trade, or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or parcel of land without the written approval of the subdivider.

(17) No lot or parcel of land shall be used as access, temporary or otherwise, to properties other than this subdivision for any reason including commercial purposes.

(18) Said Mennella, his successors and assigns shall have the right to trim and remove the tops of trees on said premises to the extent that they may exceed fifty (50) feet in height and interfere with the view from other lots laid out or to be laid out within the area of said subdivision.

(19) In the event of partial or total destruction from fire or other casualty all remaining debris shall be removed from the premises and/or the exterior of each damaged structure shall be repaired within three months of said casualty.

(20) With respect to all ways and common areas to which any rights or interests in the land of Vincent A. Mennella may be now or hereafter conveyed, Vincent A. Mennella reserves for himself, his successors and assigns, as appurtenant to all remaining land, the right to use said ways and areas in common

with any purchaser of his lots or parcels of land or subsequent owners, the right to grant to any other person or persons the right to use same in common with such owners and others from time to time entitled to use the same, and the right from time to time to use or to grant to others the right to use said ways and common areas for the purpose of installing, maintaining, replacing, removing, and using sewers, drains, water mains, and related equipment, gas pipes, electric lights, power and telephone wires and other public services, and necessary poles or conduits. The aforementioned rights shall be automatically null and void as to any ways or areas which may become public ways or dedicated to public use, until such time as the roads and ways herein are adopted as public ways, it shall be the duty of the lot owners to repair and otherwise maintain the roads in reasonable condition for the subdivision.

(21) Anything herein to the contrary notwithstanding, Vincent A. Mennella reserves the right to change or modify these covenants and restrictions by duly recorded amendment (s) thereto.

(22) On default of any provision herein, Vincent A. Mennella, his successors or assigns, may keep and maintain said property at the expense of the owner and/or owners and shall have the right to reimbursement for sums paid plus reasonable attorney's fees.

(23) These covenants, easements and restrictions are imposed as part of a general scheme for the protection and benefit of present and each subsequent owner of lots or parcels of said land. These covenants, easements and restrictions shall run with the land and be binding on all parties under them for a period of twenty (20) years, and may be extended for successive periods of ten (10) years by vote of a majority of the owners of said lots or parcels of land.

(24) These restrictions shall operate as covenants running with the land for the benefit of owners of property in both now or in the future, and such persons are specifically given the right to enforce these restrictions, and to recover damages

The grantors herein reserve the right of first refusal of the lot to be laid out in the northeasterly corner of said premises when a plan of lots of said premises is prepared and recorded in said Registry, and a right of way from the highway, fifty (50) feet by fifty (50) feet along the southerly boundary of the remaining premises.

And we, being husband and wife, release to said grantees all rights of dower and curtesy, and each of us releases homestead and other interests therein.

Witness our hands and seals this 29th day of September, 1972.

Witness:

[Handwritten signature]
To Atty

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

STATE OF NEW HAMPSHIRE
CARROLL, SS.

On this the 29th day of September, 1972, before me, the undersigned officer, personally appeared Marshall G. Carbee and Penelope D. Carbee, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Before me:

[Handwritten signature]
Justice of the Peace/Notary Public
[Handwritten signature]

