

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This declaration of covenants, easements and restrictions is made this ____ day of _____ 2016 by Richard W. Renner and Susan W. Renner, as owners of premises at 28 Newmarket Road, Durham, New Hampshire, shown as Parcel 1 and Parcel 2 on a plan entitled "Estate of Melicent C. Chamberlin, Durham, New Hampshire," dated August 1955 and recorded at the Strafford County Registry of Deeds as Plan #4, Pocket #7, Folder #5. The said Richard W. Renner and Susan W. Renner hereby declare the premises to be subject to these covenants, restrictions and easements that shall run with the land and be binding upon the present owners, their heirs and assigns, their Grantees, and their successors and assigns:

1. Parcel 2 shall have an easement over the driveway running from Newmarket Road over Parcel 1 to the dwelling on Parcel 2. Parcel 2 shall be responsible for maintenance and repair of the drive, unless Parcel 1 is developed with a single family residence. At that time, the drive will become a common driveway, and the owners of each parcel shall contribute equally to the maintenance of that portion of the drive used in common. See 6-a below for further driveway restrictions.
2. Parcel 2 shall retain the existing easement for well and water lines on Parcel 1, with the right to maintain and repair utilities including power and communication lines, subsurface water and sewer lines as located along the driveway or elsewhere on Parcel 1.
3. Parcel 1 shall not be subdivided or otherwise divided into separate ownership, and may only be sold in its entirety. The building envelop is clearly demarcated in front of the western tree line. Approximately 270 feet of frontage and 400' depth will remain as a scenic view scape to run adjacent to the Mill Pond property which is held in conservation.

6. If Parcel 1 is developed as a single-family residential lot, then the following restrictions shall apply:

- a. The owners of Parcel 1 shall construct their own driveway, using the existing curb cut on Newmarket Road, so that no portion of the new driveway crosses Parcel 2. Common maintenance fees would only apply to that portion of the driveway used in common.
- b. There shall be no cutting of vegetation or construction within one-hundred feet of the property line of Parcel 2 without written mutual agreement, except for construction of the driveway extension.
- c. There shall be no parking on the common driveway, although a parking area may be constructed adjacent to the single-family dwelling.
- d. Construction activities on Parcel 1 shall not interfere with existing easements, and the owners of Parcel 1 shall be liable to the owners of Parcel 2 for all costs of repair to any subsurface water or sewer lines, or damage to the driveway by construction vehicles.

e. There shall be no commercial or industrial use of the property, i.e. no day-care, dog kennel, beauty shop, or similar activity, even if carried out within the dwelling.

5. Any breach of any of these covenants, easements or restrictions shall give the aggrieved lot owner the right to bring an action in a court of competent jurisdiction to enforce the same or recover damages. The prevailing party shall be awarded its reasonable attorney's fees in addition to any other recovery.

6. Invalidation of any of these covenants, restrictions or easements by any court order or municipal regulation shall not invalidate any of the other provisions which shall remain in full force and effect.

7. These covenants, restrictions and easements may be modified by written agreement of the owners of Parcel 1 and Parcel 2, recorded in the Strafford County Registry of Deeds.

_____ Richard W. Renner

_____ Susan W. Renner

STATE OF NEW HAMPSHIRE

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Witness our hands this ____ day of January 2016

On this, the ____ day of January 2016, personally appeared Richard W. Renner and Susan W. Renner, and acknowledged that they signed the above for the purposes contained therein. Before me,

_____ Notary Public/Justice of the
Peace