

PROTECTIVE COVENANTS
of Land Owned By
PACKERS FALLS REALTY, INC.,
LAWRENCE W. O'CONNELL & JANE F. O'CONNELL
and
RICHARD H. LORD & PERSIS L. ENSOR

Sullivan Falls Road
Durham, New Hampshire

This Declaration of Restrictive Covenants is made this 27th day of February, 1989 by Packers Falls Realty, Inc., Lawrence W. O'Connell and Jane F. O'Connell, and Richard H. Lord and Persis L. Ensor, herein collectively called "Declarants."

Whereas, Lawrence and Jane O'Connell and Richard H. Lord and Persis L. Ensor obtained final subdivision approval by the Durham Planning Board on September 20, 1988 to subdivide land collectively owned by them and shown as Lots 1 through 11 on subdivision plan entitled "Subdivision of Land, Lawrence and Jane O'Connell and Richard H. Lord and Persis L. Ensor" prepared by Terrascan, Inc., dated August 16, 1988, and recorded at the Strafford County Registry of Deeds as Plan #34A-121, and

Whereas, following said Planning Board approval, Lawrence and Jane O'Connell and Richard H. Lord and Persis L. Ensor exchanged land by deeds dated September 23, 1988 and recorded in said Registry at Book 1411, Pages 552 and 554, so that

- (a) Richard H. Lord and Persis L. Ensor became the sole owners of Lots 10 and 11 as shown on said plan, and
- (b) Lawrence and Jane O'Connell became the sole owners of Lots 1 through 9 as shown on said plan; and

Whereas, Lawrence and Jane O'Connell have since conveyed Lot 1 and the buildings located thereon by deed dated September 29, 1988 and recorded at said Registry at Book 1412, Page 435, and the land and buildings so conveyed does not require the same protective restrictive covenants to guide future development as do Lots 2 through 11 as shown on said plan; and

Whereas, Lawrence and Jane O'Connell have retained Lot 3 as their own homestead property, but did convey Lots 2 and 4 through 9 as shown on said plan to Packers Falls Realty, Inc. for the purpose of future sales and development; and

Whereas, the Declarants collectively own Lots 2 through 11 as shown on said plan, being the buildable lots of this newly approved subdivision;

Now Therefore, desiring to insure the value of their respective lots as a residential community, to protect the property in its natural beauty, and to provide for the harmonious

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STRAFFORD COUNTY

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development of the community architecturally and otherwise, Declarants hereby declare that the following restrictive covenants shall apply and pertain to lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 as shown on Plan #34A-121, meaning and intending for these covenants to run with the land and bind the present and future owners of said property forever.

General Restrictions

1. Declarants by this declaration, and all future owners of any encumbered lot by acceptance of a deed or contract for a lot, agree for themselves, their heirs, successors, administrators, and/or assigns, to become bound by the restrictions, terms and conditions stated herein.

2. Lots shall be used only for single family residential purposes, and construction thereon shall be limited to single family residential structures with private garage, suitable for and intended for year round occupancy. Excluding porches, garage and basement space, any single family residential dwelling erected shall contain finished living space equal to at least two thousand (2,000) square feet.

3. The owner of any lot shall not commence construction or excavation, erect, place, alter, add to or maintain, or cause any of the same to be done to any original structure to be built on a lot without the prior written approval of Declarants.

4. All construction and landscaping approved by Declarant shall be expeditiously completed no later than nine (9) months from the granting of a building permit.

5. Each owner shall post with Declarants, or their representative, security deemed appropriate by Declarants, or their representative, in the amount of \$5,000.00 to assure the lot owner's completion of construction and landscape within the nine (9)-month period limitation defined in paragraph 4. Such security will be released upon completion of construction and landscaping to Declarant's satisfaction. Such security may be used by Declarants to complete any construction and/or landscaping originally intended by a lot owner and approved by Declarants, or for such other dwelling or lot improvements particularly noted by lot owner and declarants at the time security is posted, following lot owner's refusal to complete such work within the nine (9) months following the granting of a building permit to lot owner.

6. No natural vegetation existing on any lot shall be removed which would endanger the integrity of each lot's soils, slopes and the land up to the high water mark on those lots bordering the Lamprey River.

7. Dogs, cats, and other household pets may be kept by any lot owner, provided the same are not maintained or reared for any

commercial purpose. No other animals, livestock or poultry of any kind shall be raised, bred, sold or kept on any lot.

8. Only registered vehicles with two axles shall be parked or stored outside of a garage on any lot. No unregistered vehicles shall be permitted on any lot outside of a private garage.

9. None of the following shall be kept or permitted on any lot except where the construction of appropriate screening keeps same from being viewed from Sullivan Falls Road or from the vantage point of any abutter:

- (a) Outdoor storage or recreational vehicles, including but not limited to travel trailers, campers, camp trailers, and/or boats.
- (b) Garden storage buildings or any other auxiliary structures, including clotheslines and trash enclosures.

10. Whenever and wherever screening is contemplated by a lot owner in order to comply with paragraph 9, the lot owner shall first obtain approval from Declarants, or their representative, of the type of screening, manner and timing of construction.

11. No snowmobiles, three wheel recreational vehicles, or any other off road vehicles shall be operated by lot owners, their invitees or guests, anywhere within the eleven lot subdivision, including Sullivan Falls Road.

Common Driveway Provisions

12. The owners of Lots 3, 4, 10 and 11 hereby acknowledge among themselves and on behalf of any future owners of the same lots, that said lots have been approved with driveway access to Sullivan Falls Road, by one common driveway to be constructed as depicted upon said plan. The owners of Lots 10 and 11 hereby grant to each other and to the owners of Lot 3 and Lot 4 easement rights running with the land to use those portions of Lots 10 and 11 as is necessary for the common drive as depicted on said plan. The owners of Lots 3, 4, 10 and 11 do agree for themselves and for the future owners of each respective lot, to share proportionately in the upkeep, maintenance and repair of those portions of the common drive which they use in common. The owners of all four lots agree to keep said common portions of the drive in repair, and further agree to share the responsibility and cost of winter maintenance, including snow and ice removal.

13. The owners of Lots 5, 6, 7 and 8 hereby acknowledge among themselves and on behalf of any future owners of the same lots, that said lots have been approved with driveway access to Sullivan Falls Road, by one common driveway to be constructed as depicted upon said plan. The owners of Lots 6 and 7 hereby grant

to each other and to the owners of Lot 5 and 8 such easement rights running with the land to use those portions of Lots 6 and 7 as is necessary for the common drive as depicted on said plan. The owners of Lots 5, 6, 7 and 8 do agree for themselves and for the future owners of each respective lot, to share proportionately in the upkeep, maintenance and repair of those portions of the common drive which they use in common. The owners of all four lots agree to keep said common portions of the drive in repair, and further agree to share the responsibility and cost of winter maintenance, including snow and ice removal.

Enforcement and Severability

14. Any owner of any lot encumbered by these restrictive covenants may enforce the terms and conditions stated in this declaration, by a proceeding at law or in equity against any person or persons who violate, breach, or attempt to violate or breach any covenant or restriction. Such proceeding may be brought for injunctive relief or to recover a money judgment for damages, and the party in breach or violation shall be responsible for attorney fees and other costs associated with enforcement.
15. No failure to enforce or remedy any one condition or breach by any lot owner or all lot owners shall constitute a waiver of any one lot owner's right to enforce or remedy any other condition or breach.
16. The invalidity of any one term or provision of this declaration shall not affect the validity of the remainder and, to that end, the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Declarants have set their hand on the date first recited above.

Henry J. Lepage
Witness

Henry J. Lepage
Witness

Henry J. Lepage
Witness

Joan E. Truel
Witness

Joan E. Truel
Witness

PACKERS FALLS REALTY, INC.

By: Lawrence W. O'Connell
Lawrence W. O'Connell
Its President
Fully Authorized

Lawrence W. O'Connell
Lawrence W. O'Connell

Janet F. O'Connell
Janet F. O'Connell

Richard H. Lord
Richard H. Lord

Persis L. Ensor
Persis L. Ensor

EX 1438PG0318

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, SS.

February 23, 1989

Personally appeared the above-named Lawrence W. O'Connell, in his capacity as President of Packers Falls Realty, Inc., and acknowledged the foregoing instrument to be his voluntary act and deed.

Kevin J. Lepage
Notary Public
My Commission Expires: 10-19-92

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, SS.

February 23, 1989

Personally appeared the above-named Lawrence W. O'Connell, and Jahe F. O'Connell, and acknowledged the foregoing instrument to be their voluntary act and deed.

Kevin J. Lepage
Notary Public
My Commission Expires: 10-19-92

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, SS.

Feb. 27, 1989

Personally appeared the above-named Richard H. Lord and Persis L. Ensor, and acknowledged the foregoing instrument to be their voluntary act and deed.

Mary Holden
Notary Public
My Commission Expires:
MARY HOLDEN, Notary Public
My Commission Expires February 6, 1992

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STRAFFORD COUNTY