

DECLARATION
OF
COVENANTS AND RESTRICTIONS
BY
KENNETH N. NUTTER

THIS DECLARATION made this 15th day of December, 1982, by KENNETH N. NUTTER of P. O. Box N, Gilmanton, County of Belknap, State of New Hampshire (hereinafter referred to as "Declarant");

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of real property located on Allen's Mill Road in Gilmanton, New Hampshire, consisting of a 40-lot subdivision known as "Lakeridge Manor"; and

WHEREAS, the Declarant desires to develop Lakeridge Manor so that all buildings and other structures thereon shall be harmoniously designed, landscaped and located, and to that end, and also for the purpose of maintaining such harmony for the benefit of such property and its owners, and other adjacent property owned by the Declarant;

NOW THEREFORE, the Declarant declares that the real property described below is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, assessments, charges and liens (hereinafter called, collectively, "Covenants and Restrictions"), hereinafter set forth:

1. DESCRIPTION OF PROPERTY: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is shown on plan entitled "Lakeridge Manor For Kenneth N. Nutter", by Ronald M. Mitchell & Associates, Inc., dated September 1982, recorded in Belknap County Registry of Deeds in Plan Book 97, Pages 55-56. For grantor's title, see deed of Elmer A. Fullerton, Trustee of Ruth Morley, dated June 9, 1981, recorded in Book 806, Page 721, and deed of Arthur Morley, Jr., et al, dated June 9, 1981, recorded in Book 806, Page 728, of the Belknap County Registry of Deeds.

2. All lots in this subdivision shall be used for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling and private garage and/or boathouse.

3. Any garage or boathouse shall conform in appearance to the residence structure on the lot.

4. Before any dwelling is erected, placed or altered on any lot, its plans and specifications must be submitted to the Building Control Committee, together with a site plan showing the proposed location of the structure on the lot and the proposed location of

its leaching field and septic tank. No residential lots shall be subdivided. The Building Control Committee shall consist of three (3) members appointed by the Grantor. The Committee may designate one of its members to act in its behalf. In the event of the resignation or death of any members, the remaining members shall appoint a replacement.

The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures or because, in the opinion of the Committee, the building is improperly placed on the lot.

5. Every structure must conform to the following standards:

- A. Any residence erected on any lot in this subdivision shall have minimum ground floor area of eight hundred (800) square feet. The side that faces the street shall be considered to be the front of any dwelling erected in this subdivision.
- B. All dwellings must have private inside bathroom facilities.
- C. All sanitary plumbing, including septic tanks and leaching fields or dry wells, shall conform to the minimum requirements of the Department of Health of the Town of Gilmanton and the State of New Hampshire.
- D. All structures shall be completed on the exterior within six (6) months from start of construction, including paint, stain or varnish on any exterior wood surfaces. Exterior walls must be finished with approved siding material or, if concrete blocks are to be used as an exterior surface, they must be painted with two (2) coats of masonry paint.
- E. Any reasonable change, modification or addition to the within covenants shall be considered by the Grantor, and if approved, it will be submitted in writing to the abutting lots owners, and, if they consent thereto in writing, it shall be recorded, and when recorded shall be as binding as the original covenants.

6. Any structure erected must have a set back of not less than thirty (30) feet from the waterfront lot line and not less than twenty (20) feet from any side street or right-of-way lot line. The side line set back shall not be less than twelve (12) feet.

7. No "for sale" signs or advertising devices of any kind shall be erected on any lot, except on a new house previously unoccupied.

8. No wharf or pier may be erected without approval of the Building Control Committee.

9. Easements for the installation and maintenance of utilities or drainage facilities are reserved by the Grantor, his heirs, executors, administrators and assigns, in over and under all the ways shown on the plan of this subdivision. Other easements are also reserved to permit entry upon any lot to construct or maintain public utilities or improvements, pipes, poles, wire, etc., whether under or above ground, so long as such construction and maintenance does not hinder or prevent the construction of buildings on any lots.

10. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises. No tents or trailers will be permitted to be placed or maintained on any lot or way in the subdivision, except that a lot owner may obtain a permit from the Building Control Committee to live in a tent or trailer placed on his lot during construction of a dwelling house. No unregistered motor vehicle, unless garaged, will be permitted on any lot.

11. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any residential lot, nor shall any animals, birds, fowl or poultry, except common household pets, be kept thereon at any time.

12. Any dwelling or garage on any lot in this subdivision which may, in whole or in part, be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

13. There shall be no habitation in structures other than dwelling houses, and no dwelling shall be occupied until substantially completed.

14. Grantor shall, on or before June 1, 1985, deed Lot 35 to a Property Owners Association, which shall be formed for the purpose of acquiring title to Lot 35 for the common use and enjoyment of all lot owners of Lakeridge Manor. Each Grantee, by virtue of the acceptance of a deed of a lot, shall automatically become a member of the Property Owners Association, and shall be required to pay a proportionate share of the dues and assessments of said Property Owners Association attributable to real estate taxes assessed against the beach, together with the cost of maintaining and improving the community beach area. The Property Owners Association shall also make and enforce reasonable use regulations with respect to Lot 35.

15. No mobile homes shall be permitted on any lot at any time.

16. The Declarant hereby specifically reserves the right to grant easements for the installation and maintenance of utilities or drainage facilities within the area of each lot as it abuts the roads as shown on the aforesaid subdivision plan for the purpose of bringing utilities to the subdivision as a whole and each individual lot.

17. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall enure to the benefit of and be enforceable by the Declarant or the owner of any land subject to this Declaration for a term of 10 years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been duly recorded, agreeing to change said Covenants and Restrictions, in whole or in part.

18. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any Covenant or Restriction, and against the land to enforce any lien created by these Covenants; and failure by the Declarant to enforce any Covenant or Restriction herein-contained shall, in no event, be deemed a waiver of the right to do so thereafter.

19. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall, in no way, affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written.

Gail Murray
Witness

Kenneth Nutter
Kenneth Nutter

THE STATE OF NEW HAMPSHIRE, Belknap, SS.

On this the 15th day of December, 1982, before me, the undersigned officer, personally appeared Kenneth Nutter, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

RECEIVED

1982 DEC 16 AM 11:17

Conrad H. Wheeler
BK
REGISTRY OF DEEDS
BELKNAP COUNTY

Gail Murray
Notary Public
Justice of the Peace

835 PGE 82

