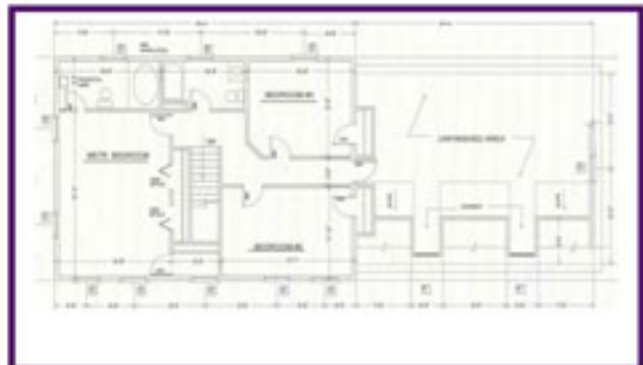
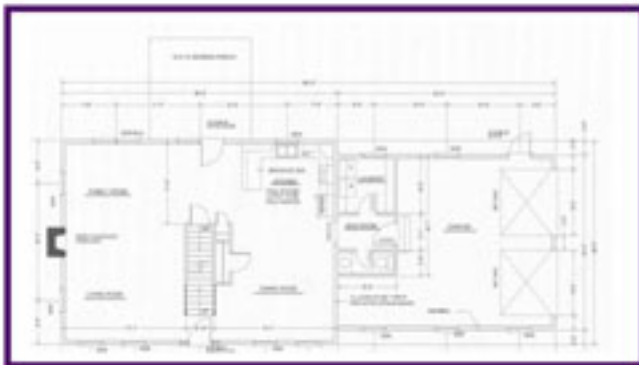




## Colonial



- 2260 s.f. of living space
- 3 bedrooms, 2.5 baths
- 2 car garage w/unfinished bonus room
- 14' x 14' screen porch
- Whirlpool tub in master bath
- Great Room w/gas fireplace
- 1<sup>st</sup> floor laundry & mud room



## Covenants

WHEREAS, the intent of these restrictions is to insure the use of the Subdivision for attractive private residential purposes only, to prevent nuisances, to preserve the peaceful country atmosphere of the Subdivision, and to maintain the desired tone of the community, including the investment and resale value of the property;

NOW, THEREFORE, in consideration of the benefits being granted herein to the prospective owners of lots in the Subdivision, and in consideration of the benefits reserved by or anticipated by the said Declarant, this Declaration of restrictions, conditions, covenants, charges, easements and servitudes (hereinafter called "restrictions") of Richard Messina, hereinafter referred to as Declarant, is made to apply to Lots R11-57-1 to R11-57-35 inclusive on Plan #31145 as recorded in the Hillsborough County Registry of Deeds.

1. Said restrictions **and covenants** shall run with, apply to, and bind the land as restrictions **and covenants** for a period of fifty (50) years from the signing of this Declaration unless rescinded or otherwise revoked by a majority of the lot owners residing in the Subdivision; provided, however, said restrictions may be extended for a period of thirty (30) years upon written consent of a majority of the lot owners, residing in the Subdivision, whose lots are subject to said restrictions.
2. Unless otherwise indicated herein, all restrictions and covenants herein are imposed on, charged to, for the benefit of, and run with the land and bind not only the original purchasers of lots in the Subdivision, but also their assigns, grantees, legal representatives, heirs and mortgages. Failure to specifically refer to and include or incorporate this Declaration of restrictions in deeds to lots in the Subdivision shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to said restrictions by this Declaration.
3. Not more than a single-family private residence with the usual and customary accessory buildings of a single-family residence may be erected or maintained on any one tract, including all tracts enlarged or recreated by the shifting or relocation of boundary lines. All residences constructed shall have no less than a two-car garage, which may be attached to, detached, or semi-attached to the residence. Carports shall not be erected or allowed. All garages must be approved pursuant to Paragraph 5 herein. All garages must be erected and maintained in conformity with all other restrictions and covenants contained herein.
4. No single lot as shown on the present Subdivision may be further subdivided except for lot line revision.
5. No residence, garage or other structure or amenity shall be erected until plans have been submitted to and approved in writing by the Declarant or its business successors. Said plans shall include but not be limited to the primary structure, landscaping, external decorations, including exterior color and harmony of external design with existing structures located in the Subdivision, including location with respect to views, topography and finish grade elevation.

6. Lot grades shall not be changed by purchasers of lots in the Subdivision in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public roads and common drainage systems.

7. No building or structure shall be erected nearer than one hundred (100) feet to the front of fifty (50) feet to the rear lot line, and nor nearer than fifty (50) feet to the side lot lines; provided, however, the Declarant reserves the right to waive this provision to construct residence buildings within such set-backs if such location is deemed appropriate to comply with the statutes of the State of New Hampshire, and the Ordinances of the Town of Peterborough. Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner.

8. All residences erected or constructed on any lot shall contain a minimum of two thousand (2,000) square feet of living space for a one-story building, and two thousand (2,000) square feet of living space for a two-story building. The method of determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding the area of garages, breezeways, decks, porches, patios and terraces, in the calculation of the minimum square foot area.

9. Once construction is commenced upon a lot, completion of all construction shall be accomplished as soon as is reasonable and, in no event shall it take longer than one year from the time of commencement to complete construction. Completion shall include, but shall not be limited, to garages, exterior finishings, including exterior landscaping, decorating and driveways. Driveways shall be finished with asphalt or stone. Lawn areas shall be loamed and seeded; areas which are not lawn shall be suitably landscaped, if disturbed.

10. No temporary buildings, shed, trailer, vehicle or structure to facilitate construction shall be erected or placed on a lot except during the active phase of constructing a residence. For purposes or interpreting this clause, the "active phase of constructing" shall be limited to the period of one (1) calendar year from the day work is commenced in clearing for the foundations of the residence.

11. No earth, stone or gravel removed from the site of the foundations shall be allowed to remain on the lot in an unsightly manner.

12. No buildings shall be left with an unfinished exterior. The exterior of buildings shall be kept in a proper state of repair and maintenance.

13. No outside toilets or lavatories shall be permitted. Every residence shall have a sewage disposal or septic tank system which shall comply with the laws of the State of New Hampshire and Ordinances of the Town of Peterborough, New Hampshire. No lot owner shall cause or allow sewage or waste of any kind to flow directly or indirectly onto the land of adjoining lot owners.

14. No buildings shall be erected having a simple tarpaper roof, corrugated metal roof, or concrete block foundation or walls.

15. All oil or liquid fuel tanks shall be placed on a cement slab in either the garage or the residence. Inground tanks are allowed provided they comply with state, federal and local ordinances.



16. No incinerator shall be erected or maintained on any lot.

17. All garbage and trash containers and bottle gas tanks shall be placed in attractive and suitable walled or screened areas so that they shall not be visible from the adjoining properties and public roads and ways.

18. No outdoor clothes drying area or satellite dishes shall be allowed except in the rear yard and shall be walled or screened in an attractive manner so as to not be visible from the adjoining properties and public roads and ways.

19. All lawns or other suitable landscaped areas shall be maintained in an attractive manner. No trash, waste, filth, tools, garden equipment, or children's playthings shall be allowed to accumulate on the lot or the exterior of the residence in such a manner as to give an unsightly appearance, to create a nuisance, or depreciate the Subdivision.

20. No wall, screen, or fence erected at a boundary shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property.

21. Private swimming pools and tennis courts or similar areas for outdoor physical activities or games, if any, shall not be erected or constructed in the front of the residences and in each event, shall be fenced in accordance with applicable laws, rules and ordinances of the Town of Peterborough, New Hampshire. No above ground pools shall be erected on any lot unless same is attractively screened in the rear yard so as not to be visible from adjoining parcels or the roadways. No such areas for outdoor physical activities or games shall be allowed to become offensive to abutters or to become a nuisance by reason of noise.

22. No lot or building, which may be erected thereon, shall be used or any trade, business, profession, commercial activity, or other occupation whether for profit or not. No lot, or any building which may be erected thereon, shall be used for warehouse purposes or any commercial purposes whatsoever. This shall not prevent an owner of a residence from renting said property for residential use.

23. No boarders shall be taken in as members of a household, except immediate members of the lot owner's family such as parents, children, brothers and sisters. An owner, however, may in his absence, rent his property for residential use subject to the restrictions herein. In such an event, the lot owner, his tenant and their families are subject to the restrictions herein.

24. No mobile home, trailer, or other similar, temporary or movable product or structure used as a living area shall be erected, placed or caused to remain upon a lot of the Subdivision. This shall not preclude the storage of a boat or recreational trailer, which may be allowed under Paragraph 26 herein.

25. No unregistered motor vehicle of any type and no junk shall be allowed to remain on any lot herein.

26. No truck, boat, trailer or any type, or vehicle of any type shall be stored on any lot unless stored in a garage or so as not to be visible from the roads and adjoining tracts. No truck larger than a three-quarter ton pickup and no commercial vehicle of any size, except for a single vehicle used for the private transportation of the occupants of the lot shall be garaged in the Subdivision.



27. No obstruction of traffic on the public roads and no blocking of entries to the various lots by reason of the parking of vehicles and trailers is allowed. Lot owners shall be responsible for any such obstruction by members of their household, their lessees, invitees, guests and licensees.

28. No ice, gravel, loam, compost, leaves, fertilizers, other mineral waste products or commodity shall be piled or stored within twenty (2) feet of lines of adjoining properties or in the front yard. Snow accumulated from driveways, walkways and the like shall be stored in a reasonable manner in keeping with the aesthetic character of the neighborhood. Snow and ice shall not be deposited on or along the roads and ways so as to create an obstruction to traffic or interfere with the view of adjoining property owners, or so as to create a nuisance or hazardous condition along the roads and ways.

29. No noise or disturbance shall be done, suffered or permitted on any lot so as to constitute a nuisance to adjoining or neighboring lots in the Subdivision.

30. Any purchaser of a lot in the Subdivision shall be allowed to keep on his premises any common domestic household animals. In interpreting this clause, domestic animals shall be dogs, cats, fish, birds, hamsters and related animals, and rabbits. Any and all other animals shall be considered nondomestic. No animals shall be kept in a manner so as to create a nuisance for any lot owners in the immediate vicinity. Under no circumstances shall commercial dog kennels or veterinary hospitals be allowed.

31. No permanent tenting is allowed. Temporary tenting shall be restricted so as not to be visible from adjoining properties.

32. Only one "For Rent" or "For Sale" sign not larger than two (2) feet square may be erected or displayed on the lot or on any structure on said tract. No other signs or displays, including but not limited to commercial and political signs, shall be erected or displayed on the tracts or structures thereon. This provision does not apply to lots owned by Declarant or to any signage or publicity of Declarant used to promote or sell lots in the Subdivision.

33. No mortgage or deed of trust made in good faith and for value upon a tract of the Subdivision shall be defeated or rendered invalid by any breach of restrictions as to said lot. In the event of any mortgage foreclosure, said restrictions shall be binding upon the mortgagee as well as any new owner or said tract acquired through foreclosure, trustee's sale or otherwise.

34. The restrictions set forth herein are made for the benefit of the Declarant and its business successors, as well as for any lot owner of all or part of the Subdivision. All persons having an interest in said restrictions have the right to stop or prevent the violation of said restrictions by injunction or other lawful procedure.

35. The failure to enforce any restriction herein, however long continued, shall not be deemed laches or a waiver of the right to enforce thereafter these restrictions as to similar or other violations, or as to the same continuing breach or violation.

36. The Declarant and its business successors reserve the right, to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the Subdivision.



37. Invalidation of any of these restrictions by a court of competent jurisdiction shall in no way affect or invalidate any of the other restrictions which shall remain in full force and effect. In the event of a conflict between the restrictions set forth herein and the ordinances or regulations of the Town of Peterborough, it is understood and agreed that said ordinances and regulations shall take precedence over these restrictions.

38. Notwithstanding anything to the contrary contained herein, the Declarant, its successors or assigns, shall have the right but not the obligation to waive any of the restrictions contained here for reasonable cause. Upon submission in writing to the Declarant of a request to so waive a restriction, the Declarant shall review same and render a decision in writing to the party so requesting a waiver which shall be final. A decision to waive any restriction contained herein shall be an individual decision and shall in no way affect or invalidate any of the other restrictions, which shall remain in full force and effect.

39. Declarant reserves the right to amend these covenants if required to conform the same to the requirements of any federal or state mortgage insurance or guarantee program or to ensure that mortgages upon lots in the Subdivision are marketable in secondary markets.

