



RECORDING	54.00
SURCHARGE	2.00

**Mill Place Homeowners Association
North Hampton, New Hampshire**

REVISED RESTRICTIVE COVENANTS

August 27, 1998
Revised: March 20, 2023

Table of Contents

<u>Section</u>	<u>Page</u>
1. Applicability	
2. General Provisions of the Covenants	
3. Enforcement of Restrictive Covenants Including Appendix A	
4. Use of Lots.	
5. Property Requirements	
6. Mobile and Modular Homes/Temporary Structures	
7. No Vehicle Storage	
8. Animals	
9. Buildings, Site Construction, and Property Maintenance	
10. Tree Removal	
11. Additional Restrictions	
12. Conservation Land	
13. Homeowners Association	
14. Association Fees and Assessments	
Appendix A	
Replacement Construction of the House and Major Renovations	

**REVISED RESTRICTIVE COVENANTS
MILL PLACE SUBDIVISION
NORTH HAMPTON, NEW HAMPSHIRE**

NOW COMES Mill Place Homeowners Association (hereinafter Mill Place HOA) of all of the lots in a subdivision known as MILL PLACE a/k/a Mill Road Subdivision, as shown on a plan entitled "Subdivision Plan, Mill Road Subdivision, North Hampton" prepared by Jones & Beach Engineers dated July 18, 1997, and revised through January 12, 1998 and recorded in the Rockingham County Registry of Deeds as Plan D-26372 sheets A4 and A5, and hereby submits all of the lots in the subdivision to the following restrictive covenants, which covenants shall run with the land, in perpetuity.

These Restrictive Covenants are designed to seek a balance between the discretion of the individual homeowner to design and enjoy their property and the interest of all homeowners to maintain the distinctive, valued, and shared setting of our individual homes. The community is dependent upon this shared responsibility for the beauty of community as well as the individual value of the properties.

1. APPLICABILITY

a. Each and every owner of the lots hereinafter made subject to these covenants, in accepting a deed or contract for any of said lots, agrees for himself, his or her heirs, executors, administrators, successors or assigns, to become subject to these Restrictive Covenants.

Every purchaser of an unimproved lot, as a condition of taking title to the lot, shall sign a "Compliance Agreement" prepared by Mill Place Realty, LLC in the form attached to this Amendment to Restrictive Covenants. Said Compliance Agreement will include any modifications which may be made by Mill Place Realty, LLC subsequent to the recoding of these Restrictive Covenants.

2. GENERAL PROVISIONS of the COVENANTS

a. All of the forgoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any lot in such premises, regardless of how title was acquired for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants will be automatically extended for successive periods of ten (10) years.

b. These covenants shall be read in conjunction with all recorded documents affecting the subdivision including recorded plans, Conservation Restrictions and Conservation Easements. In the event of a conflict between these Restrictive Covenants and any other recorded documents affecting use of the lots or subdivision property, the more restrictive provision shall govern the use or activity on the lot or in the subdivision.

c. Failure to specifically refer to and include or incorporate these covenants in deeds to any lot shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to them.

d. Amending the covenants

(1) The forgoing covenants, conditions, reservations may be amended by an instrument signed by Mill Place HOA when two-thirds (2/3) majority of the then owners of the lots within said subdivision agreeing to change said covenants in whole or in part as provided by the By-laws of the Homeowners Association. Any amendment shall be recorded in the Rockingham County Registry of Deeds.

e. Invalidation of any of these covenants by court order shall in no way effect any of the other provisions which shall remain in full force and effect.

f. Any notices provided for in these covenants shall be served by being delivered in hand to the dwelling on any lot, or to such other address or location as a lot owner may have specified in writing to Mill Place HOA. Such notice shall also be deemed delivered if properly addressed and sent by first class mail except in a case where the penalty assessment provisions of these covenants may be invoked for failure to comply, in which case such notice shall be sent by certified mail, return receipt requested, and shall be deemed received upon signing of the receipt or five (5) days after the first notice of attempt to deliver certified mail.

3. Enforcement of Restrictive Covenants Including Appendix A

Mill Place HOA, shall have the right to assess a penalty in the amount of One Hundred (\$100.00) dollars per day for the violation or breach of any covenants, conditions, reservations, or restrictions including Appendix A upon failure of a lot owner to cure such violation after reasonable notice has been given to the homeowner. Any covenants including Appendix A that either have additional enforcement mechanisms or any covenants including Appendix A which are not subject to the enforcement mechanism of Section 2 shall be specifically stated in the section.

4. USE OF LOTS

a. The lots in the subdivision shall be used only for single family residential purposes. Commercial or business use of any nature or kind shall not be permitted unless such use confirms with the Town of North Hampton zoning ordinance for home occupation.

b. Further subdivision of the lots is expressly prohibited without express written permission of the Mill Place HOA and the North Hampton Planning Board.

c. An owner may lease his property for a period of not less than six (6) months and shall be responsible to ensure compliance with these covenants by his/her tenant.

5. Property Requirements

a. Addresses and Mailboxes. Any replacement mailbox posts shall be the same materials (granite) and quality as before the damage or removal. Mailboxes shall be black in color. All mailbox posts shall have an engraved "M" and the house number facing the entrance to the development.

b. Fuel Storage. Reasonable effort should be made to screen fuel tanks or similar storage receptacles may be exposed to view and may be installed only within a screened area. This section is not subject Section 3 Enforcement.

c. Repainting dwellings shall conform to Section 8(d). If the color is the same as the existing color (e.g., a shade of grey) no Mill Place HOA approval is necessary. If the repainting will utilize a different color, the Mill Place HOA must be notified prior to beginning painting to ascertain that the intended color is consistent with Section 8(d).

d. Lot Maintenance: Landscaping shall be maintained in a neat and attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, and proper irrigation.

e. Fences

1.. Fences may be placed up no closer than three (3) feet from any lot line. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved tennis court layout or swimming pool enclosure.. All fences shall be constructed with finished side facing away from the dwelling.

2.. A lot owner wishing to install any fence shall submit a drawing of such fencing and a sample of materials to be used to Mill Place prior to installation. No fence shall be installed without obtaining Mill Place HOA's approval.

f. Signs

No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained on any lot except for a single sign no larger than two square feet advertising a lot or house for sale.

6. MOBILE AND MODULAR HOMES/TEMPORARY STRUCTURES

Mobile homes or homes of modular construction or structures of a temporary character shall not be permitted on any lot except as a temporary shelter during repair or renovation of an existing structure.

7. NO VEHICLE STORAGE

No all-terrain vehicles, off road vehicles or snow mobiles shall be used on the premises nor shall any such vehicles nor any commercial vehicles, pleasure or commercial boats, motor homes, campers, trailers, powered or non-powered, be kept on the premises except out of sight of the roadway or if the same be kept stored in a garage or outbuilding conforming to these covenants. Unregistered or uninspected automobiles being repaired, refinished or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure.

8. ANIMALS

No farm animal or fowl shall be maintained on any lot. Animals shall not be kept for breeding purposes and/or kept on the property for resale or kenneling.

No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

9. BUILDINGS AND SITE CONSTRUCTION and PROPERTY MAINTENANCE

a. Construction materials and equipment

Construction materials shall not be stored or stockpiled on the site closer than

30' to the paved portion of the subdivision roadway.

Construction vehicles and equipment shall be parked or stored only within the boundaries of the lot, i.e., shall not encroach upon the 50' town right-of-way, and every effort shall be made to place such vehicles no closer 20' from any property line.

The owner on whose lot construction is taking place shall be responsible to Mill Place HOA for compliance with the requirement of this Section.

b. During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked or placed within the incomplete structure. Stockpiling of materials and parking of construction vehicles and equipment when not in use shall be no closer than 50 feet from the roadway.

Construction debris shall be kept in a dumpster. The dumpster shall be emptied when full, not be permitted to overflow and any debris or trash will be picked up and placed in the dumpster during construction.

No burning of trash of any kind shall be permitted.

Mill Place HOA shall have the right to impose additional reasonable controls on construction.

c. Any disturbance to the paved roadway or land are within the subdivision fifty (50) foot road right-of-way, shall be repaired to include the paved surface, grading, loam and seed, and replacement of any shrubs or plantings which have been damaged or destroyed.

d. Trash, garbage, or other waste materials shall be stored in sanitary containers, which shall not be visible from the street. Structures and grounds on each lot shall be maintained at all times in a neat and orderly manner.

e. Owners of lots shall at all times keep and maintain their property in an orderly manner consistent with the development's lots.

10. TREE REMOVAL

a. No healthy living trees with a diameter in excess of six (6) inches shall be cut at any time within thirty (30) feet of any property line including the lot frontage on the roadway, without the express approval of Mill Place HOA. This section pertains to the maintained, visible portion of the property and does not apply to wooded areas not visible from the roadway.

- b. Within fourteen (14) days of cutting any felled trees shall be cut up and the logs stacked neatly. Any stumps or slash shall be buried or removed from the lot. If buried, the location shall be located behind the residence out of view from the roadway.
- c. Naturally felled trees that obstruct the roadway shall be removed as expeditiously as possible.

11. ADDITIONAL RESTRICTIONS

The following are prohibited:

- a. Visible clotheslines from the street;
- b. Above-ground swimming pools;
- c. Additions or outbuildings or appurtenances unless approval has been obtained. Any additions, or outbuildings, or appurtenances must be consistent with the high standards of the appearance of our community.

Solar panels are considered an appurtenance and must receive permission before construction begins. The plan for the placement of the solar panels must be submitted before construction begins and must comport with the regulations below.

1. Quality materials must be used in the construction of the panels.
2. The panels should have low visibility from the street and should blend in with the roof.
3. Ground array solar energy panels are prohibited.
4. Tracked and elevated roof panels are prohibited.

12. CONSERVATION LAND

a. The conservation land shown on the subdivision plan shall be maintained by the Mill Place HOA and shall be used only for activities as approved by Mill Place HOA.

b. These Restrictive Covenants shall be read in conjunction with any limitations or restrictions as shown on said subdivision plan and any deeds containing conservation restriction, to be recorded in the Rockingham County Registry of Deeds. In the event the provisions of any of these covenants and the restriction conflict with any provisions in said deed, the provision which is more restrictive shall govern.

13. HOMEOWNERS ASSOCIATION

a. The Mill Place Homeowners Association which shall be a not for profit corporation.

b. The purpose for which the association is created will be to assume responsibility for common land in the subdivision and for all business affecting the association including but not limited to, maintaining landscaping and lighting at entrances to the subdivision and along the roadway, the payment of taxes and insurance on the common land, preparation of an annual budget, and collection of association dues from all lot owners.

d. All lots in the Mill Place Subdivision shall be members of the Association. The owner named in the deed to a lot shall be the individual (or entity) with the authority to exercise voting rights for that lot. The lot owner(s) may designate a representative to exercise his/her/its right to vote on any Association business by written notice to Mill Place HOA.

e. Association business may be carried out at a formal meeting (in-person or virtually) called for that purpose or by written notice to lot owners whose votes shall be submitted in writing as specified in the notice.

14. ASSOCIATION FEES AND ASSESSMENTS

a. Mill Place HOA shall have the right to establish an annual budget. The fees or Assessments shall be used for the improvement, maintenance, and operation of rights-of-way, drainage ways, lighting, signage, security operations and facilities, insect control,, vegetation control, drainage systems, open space maintenance, and other common property expenses, including but not limited to the payment of taxes and insurance and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision and third party services such as legal and accounting.

b. The owner of each lot within the property hereby agrees by acceptance of the deed to a lot to all of the terms and conditions of these Covenants and to pay the association:

(1) Annual fee or charges; and

(2) Special assessments for the purposes set forth above.

c. All fees and assessments, together with interest and costs of collection shall be the personal obligation of the person who was the owner of a lot at the time when the fee or assessment became due. In the case of co-ownership of a lot, all such co-owners of the lot shall be jointly and severally liable for the entire amount of the fees and assessments.

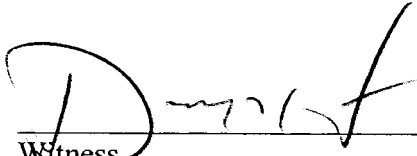
d. If the assessment is not paid within thirty (30) days after the due date, interest shall accrue at the rate of 1 ½% per month on the outstanding balance and the Association may bring an action against the owner(s) personally obligated to pay the same[?] and place a lien against lot, and there shall be added to the amount due all costs and expenses incurred, including reasonable attorneys' fees.

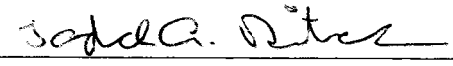
e. Lots #24, #25, and #26 which front in Mill Road and not the subdivision roadway shall only be required to pay 15% of any annual fees or assessments. It is understood that said lots will be bound by all other provisions of these covenants.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, Mill Place Homeowners Association, a Domestic New Hampshire Non-Profit Corporation with a mailing address of PO Box 492, North Hampton, New Hampshire 03862, has caused these revised Restrictive Covenants dated March 20, 2023 to be recorded at the Rockingham County Registry of Deeds to replace the original Restrictive Covenants dated August 27, 1998, and recorded in the Rockingham County Registry of Deeds at Book 3321, Page 36, as amended from time to time, and further certifies that these Revised Restrictive Covenants were approved by the Association Members.

**MILL PLACE HOMEOWNERS
ASSOCIATION**

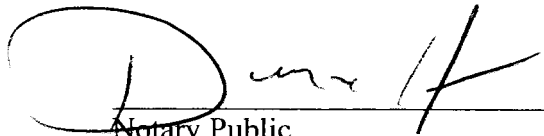

Witness

By: 
Todd A. DeMitchell, President

THE STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS.

On this the 9th day of June, 2023, before me, the undersigned officer, personally appeared the above-named **Todd A. DeMitchell, President of Mill Place Homeowners Association** 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 purposes therein contained. In witness whereof I hereunto set my hand and seal.




Notary Public
Printed Name: Daniel R. Hartley
My Commission Expires: 1/26/2027
Seal

APPENDIX A

Replacement Construction of the House and Major Renovations that Alter the Original Footprint Must Conform with this Appendix

1. **DEFINITIONS:** The following two definitions provide reasonable clarity to the homeowner actions that require PRIOR approval before any construction defined in this Appendix may take place.

- a. Replacement Construction means the house is being rebuilt from the foundation up.
- b. Major Renovations that Alter the Original means that the renovation either expands the size and dimensions of the original footprint, such as an additional room. Most major renovations involve roof extensions over the expanded footprint.

2. **PERMITS:** It is the homeowner's responsibility to secure all permits from the town or other governmental agencies whether they are listed in these covenants or not for all replacement and/or renovations to their lot and building(s) before construction may begin.

3. DESIGN AND PLAN APPROVALS

a. All buildings and structures shall be architecturally designed in keeping with traditional styles found in the development (for example, dome homes are excluded from the development). The responsibility and/or authority for any architectural approvals in accordance with these restrictive covenants shall become the responsibility of the Board of Directors of Mill Place Homeowners Association or any subcommittee of the Association appointed to perform that task.

b. No construction of any kind shall commence on any lot nor shall any exterior addition or change or alteration made to any structure, nor shall utility lines be erected or installed until plans for the foregoing have been approved in writing by Mill Place HOA. A copy of such plans shall be provided to Mill Place HOA for its records.

c. Mill Place HOA shall have no liability to any lot owner or any other individual except for bad faith exercise of its rights to make decisions regarding approval of plans as specified in these covenants.

4. SIZE OF DWELLINGS

Each single family dwelling unit shall have a gross living area, finished or unfinished, of not less than 2,500 square feet not including attic, basement, garage, porches, or breezeways.

If the house is less than 3,000 square feet total, the first floor minimum shall be 2,000 square feet of finished space.

5. CONSTRUCTION TIME

a. Construction of a replacement dwelling shall commence no later than twelve (12) months after the approval of construction plans by the Mill Place HOA and the North Hampton Planning Board.

b. When the construction of the buildings on the premises is begun, work thereon must continue diligently and must be completed not more than 10 months from the commencement date and prior to issuance of occupancy. Application for an extension of the ten month period

may be made to Mill Place HOA. Such extension will not be unreasonably withheld, provided that the lot owner provides a specific time frame in which completion of construction is expected to occur.

6. APPROVAL PROCESS

a. Mill Place HOA approval of designs, plans and specifications referenced in paragraph 6 of these covenants shall be in its sole discretion and shall include the requirement that all permissions, permits and approvals of appropriate governmental authorities have been obtained, as evidenced by such documentation as Mill Place HOA may reasonably request. In deciding whether to grant approval, Mill Place HOA may request reasonable additional plans from the applicant to aid in its determination.

b. In the event Mill Place has not disapproved of any plans, specifications, or other materials within twenty (20) days of receipt, the proposed plans shall be deemed to be approved.

c. In the event that no legal action is brought against the owner of any newly constructed residence, challenging compliance with these covenants within these covenants within thirty (30) days of substantial of substantial completion of the exterior of any dwelling, outbuilding or addition, there shall be established a conclusive presumption that said dwelling, outbuilding or addition complies with these covenants.

d. Mill Place HOA shall not be liable for any errors of judgment in approving plans later found by a court not to be in conformity with these covenants except for bad faith approval of non-conforming plans by Mill Place HOA.

e. Mill Place HOA shall not be obligated to retain any plans or specifications for approved dwelling for more than 60 days after completion of the dwelling including landscaping

7. PLANS REQUIRED

Prior to commencement of construction the owner shall submit for approval, some or all of the following as Mill Place shall require:

a. A site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting.

(1) Attractive landscaping is an essential element of the maintenance of property values in a subdivision. As such, Mill Place HOA reserves the right to require landscaping to be utilized which, in its sole discretion, is in keeping with the character of the subdivision and which will maintain property values. All landscaping, as approved in the site plan above, will be finished concurrently with substantial completion of the dwelling. Provided however, that if substantial completion does not occur before November 15th, the landscaping shall be completed on or before May 15th of the following year.

Landscaping shall include, but not limited to, front and side lawns, shrubs and plantings and a front walkway, each as provided herein.

(2) In addition, the plan shall indicate the finished floor elevation of the building(s) and a detailed plan of the proposed lot grading to ensure that the finished site

blends attractively with the surroundings and provides for adequate storm water runoff in accordance with the approved subdivision plans.

(3) Approval of the site plan does not relieve the homeowner or building contractor of their responsibility to ensure that the grading of the lot does not cause any ponding or erosion problems on any lot or other portion of the subdivision.

b. Floor plan for the dwelling showing a minimum of 2,500 square feet of living space;

c. Elevation plans showing all facades of all buildings on the lot;

d. Exterior color scheme for the dwelling and appurtenant structures. Exterior painting of dwelling and structures shall conform to the traditional housing colors of the development.

e. Construction of homes shall, in Mill Place HOA sole discretion, include the following architectural features:

(1) Colonial windowheads or pediments over lower street-side windows;

(2) Architecturally suitable front entrance as approved by Mill Place;

(3) Minimum 9 inch roof pitch except where shed dormers are used;

(4) Mill Place HOA reserves the right to approve alternate architectural features in keeping with the character and quality of the subdivision.

a. The following structural components shall not be used in the construction of the dwelling.

(1) Pressure treated or pre-cast front steps;

8. EXTERIOR SURFACES

a. All structures shall have exterior wall surfaces covered with brick or stone veneer (with a minimum thickness of three (3) inches), approved stucco application, or cedar clapboards or shingles or a combination of any of the foresaid. The use of simulated or artificial brick or stone, composition clapboards vinyl or aluminum siding or any other material shall not be allowed, nor shall mercury vapor lights be utilized to light any portion of a lot or building. Roof materials shall be either wood shingles or "architectural" shingles. All dwellings shall be constructed on poured concrete foundations.

b. All fireplaces and chimneys visible from the exterior of the dwelling shall be constructed of brick, stone, or approved stucco application. The minimum dimensions of any chimney shall be twenty-four (24) inches by forty-two (42) inches.