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REVISED RESTRICTIVE COVENANTS
THE LORDS' SUBDIVISION
(MILL ROAD, NORTH HAMPTON, NEW HAMPSHIRE)

These REVISED RESTRICTIVE COVENANTS revise those placed on the LORD SUBDIVISION dated December 5, 2002 and recorded in the Rockingham Registry of Deeds in Book 3904, Page 1418.

NOW COME J. MERRILL & SHELLEY G. LORD (hereinafter together with their successors and assigns, the "Lords"), owner of Lots 1, 2, and 3 in a subdivision shown on a plan entitled "A Subdivision at 181 Mill Road", prepared for J. & Shelley Lord, North Hampton, NH" prepared by Millennium Engineering, dated July 26, 2001, and recorded in the Rockingham County Registry of Deeds as plan D-29550, and hereby submits those lots in the subdivision to the following restrictive covenants, which covenants shall run with the land.

GENERAL PURPOSES

The Lords desire to create on said five (5) lots, as shown on the Plan ("Property") an environmentally oriented and ecologically conscious residential area. The Lords further desire to provide for the preservation of the ecological integrity and environmental quality of the Property and enhanced value in said Property by maintaining to the greatest extent possible the natural balance of the environment and, to this end, desires to subject the Property to the covenants and restrictions hereinafter set forth. Furthermore, the Lots are located on a portion of Mill Road which has been designated as a scenic road by the Town of North Hampton pursuant to NH RSA 231:157. Accordingly, the owners of all Lots must comply with the provisions of NH RSA 231:158.

APPLICABILITY

Each and every owner of the lots here-in-above made subject to these covenants, by accepting a deed for any of said lots, agrees for himself or herself, his or her heirs, executors, administrators, successors or assigns, to become subject to these Restrictive Covenants. The existing structures located on Lot 4 are not subject to these Covenants. Any addition to, or replacement of, said structures shall, however, be subject to these Covenants.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

USE OF LOTS

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 conforms fully with the Town of North Hampton zoning ordinance as a home occupation.

Further subdivision of the lots is expressly prohibited without the express written permission of – the North Hampton Planning Board.

STRUCTURES ON LOTS

Dwellings - Each Lot shall contain one (1) single family dwelling having a living area, finished or unfinished, of not less than 2,800 square feet not including attic, basement, garage, porches, or breezeways. If the house is less than 3,100 square feet total, the first floor minimum shall be 1,800 square feet of finished space.

Garages - Each single family dwelling shall have a private garage attached to the dwelling unit for not less than two cars nor more than four cars. The garage must be built at the time of construction of the dwelling. Plans shall show garages facing the side or rear yard whenever possible.

Fuel Storage - No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within a screened area or buried under ground.

CONSTRUCTION

All construction shall be done using best practices to insure the environmental integrity of the Lots and surrounding land remains intact.

All blasting must be in accordance with current best practices to minimize impact to other properties. Blasting should be conducted to ensure that the (1) ground velocity of underground shock waves does not exceed 0.27 inches per second; (2) the maximum sound frequency does not exceed 117 decibels; and (3) no more than 40 holes, each containing no more than 100 pounds of explosive per blast are utilized. Before blasting, evidence of general liability insurance with a minimum limit of One Million Dollars (\$1,000,000), including blanket blasting, collapse and underground damage must be filed with the Town of North Hampton.

APPROVAL PROCESS

No construction of any kind shall be commenced on any lot nor shall any exterior addition or change or alteration be made to any structure nor shall utility lines be erected or installed until the Lords have approved plans for the foregoing in writing. The plans must show the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting. In addition, the plan shall indicate the finished floor elevation of the building(s), exterior color scheme, all facades and a detailed plan of the proposed lot grading to insure that the finished site blends attractively with the surroundings and provides for adequate storm water runoff in

accordance with the approved subdivision plans. It shall be reasonable for the Lords to disapprove plans which in their opinion do not conform to a traditional New England architectural style with natural materials and unduly eliminates trees or other natural features.

In the event the Lords have not disapproved of any plans, specifications, or other materials within fifteen (15) days of receipt, the proposed plans shall have been deemed approved. In the event that no legal action is brought against the owner of any newly constructed residence, challenging compliance with these covenants within thirty (30) days 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.

MAINTENANCE

Attractive landscaping is an essential element of the maintenance of property values in the subdivision. Landscaping shall include, but not be limited to, front and side lawns, shrubs and plantings and a front walkway.

No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be placed anywhere thereon. All lots and all portions of a lot and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, and proper irrigation.

FENCES

Fences may be placed 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. However, under no circumstances shall silver or galvanized chain link fence be approved. No fence shall be constructed between the front plane of any house and the street unless approved by the Lords. All fences shall be constructed with finished side facing away from the dwelling.

NO VEHICLE STORAGE

No all terrain vehicles, off road vehicles or snow mobiles shall be used on the premises nor shall any such vehicles or any commercial vehicles, pleasure boats, motor homes, campers, trailers, powered or non-powered, be kept on the premises except out of sight of the roadway or stored in a garage or outbuilding conforming to these covenants. Unregistered or un-inspected automobiles or automobiles shall be stored in a garage or other enclosed structure.

ANIMALS

No farm animal or fowl shall be maintained on any lot. A reasonable number of household pets shall be allowed, but kennel's are prohibited. No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

TREES

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 or cut within the any 'no tree cut area' shown on the Subdivision Plan. Pursuant to NH RSA 231:158, no woody plant which is located within the right of way of Mill Road which has a circumference of fifteen (15) inches or more at a point four (4) feet from the ground may be cut, damaged or removed without the prior approval of the Town of North Hampton Planning Board.

STONE WALLS

Stone walls located along Mill Road shall not be disturbed. Notwithstanding, however, the owner of Lot 3 shall be entitled to remove up to fifteen (15) linear feet of the stone wall in the location shown on the Plan to provide access to his Lot.

ADDITIONAL RESTRICTIONS

The following are prohibited:

- a. Additions or outbuildings or appurtenances unless prior approval has been obtained;

CONSERVATION LAND

The Lords intend to dedicate portions of the Lots to the Town of North Hampton for conservation land. These Restrictive Covenants shall be read in conjunction with the limitations and restrictions contained in deed from the Lords conveying the "Conservation Land" as shown on said subdivision plan, to be recorded in the Rockingham County Registry of Deeds. In the event the provisions of any of these covenants and the restrictions are in conflict with any provisions in said deed, the provision which is more restrictive shall govern.

GENERAL PROVISIONS

All of the foregoing 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 continue until the owners of four (4) of the Lots vote to terminate these covenants.

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

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.

WITNESS the hands of J. Merrill & Shelley G. Lord this 4th day of June, 2003.

Hebrah B. Gustafson
Witness

J. Merrill Lord

Witness

Shelley G. Lord

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the 4th day of June, 2003, before me, the undersigned officer, personally appeared J. Merrill Lord and Shelley G. Lord, known to me or satisfactorily proven to be the persons executing this document, and subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Leigh K. deLochemont
Notary Public/Justice of the Peace
My Commission Expires:



LEIGH K. deROCHEMONT
Notary Public - New Hampshire
My Commission Expires April 2, 2008