

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that **PARKWAY DEVELOPMENT CORP.**, a corporation organized under the laws of the State of New Hampshire and having a place of business at 18 Munroe Drive, East Hampstead, County of Rockingham and State of New Hampshire, is the co-owner and developer of a certain tract or parcel of land situated in Hampton, County of Rockingham and State of New Hampshire, being shown as numbered lots on a plan of land entitled: "Subdivision Plan for Richard A. & Ann C. Hansen Bear Path County of Rockingham Hampton, N.H.", dated July 20, 1993, Scale: 1"=50', by Richard P. Millette and Associates and recorded in Rockingham County Registry of Deeds as Plan # 0-22583, and **RICHARD A. HANSEN** and **ANN C. HANSEN** of 82 Little River Road, Hampton, County of Rockingham and State of New Hampshire are the co-owners of said tract or parcel of land.

The following protective restrictions and covenants are hereby adopted and made applicable to said tract or parcel of land and any and all lots subdivided from said realty. Said restrictions and covenants shall be for the benefit of all lot owners in said subdivision.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes.

2. **ARCHITECTURAL CONTROL.** No dwelling shall be erected placed or permitted on any lot, until the type, exterior design and location thereof, as indicated on plans, specifications, or other data to be submitted with respect thereto, which have been approved by a written instrument duly recorded with said Registry of Deeds executed by an officer of Green & Company or its assignee of this right of approval. Total living floor space, excluding garage, cellar and attic shall not be less than 2100 square feet. Lots shall not be clear cut, and tree cutting shall be limited to areas necessary for construction of the house, garage, leachbed, driveway and other reasonable yard area. Areas to be cut should be approved by Green & Company.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Premises shall be maintained to project a neat appearance.

4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Landscaping and paved driveways or other surface approved by Green & Co. shall be completed within one (1) year of commencement of construction.

5. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale. Signs used by a builder, Green & Company or their agents, to advertise the property during the construction and sales period are excepted from this restrictions. Specifically a "subdivision" sign on the premises shall remain until removed by Parkway Development Corp. or Green & Company.

6. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

7. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and said containers should be kept out of sight until collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. **POOLS AND PARKING.** Above ground pools are prohibited unless they are out of the public view or completely fenced from public view. Boats, boat trailers, R.V. vehicles and commercial vehicles shall be stored out of the public view.

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REGISTRY OF DEEDS

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9. FENCES. All fencing shall be approved by Green & Company; no chain link fencing will be allowed if within public view.

10. EXEMPTIONS. Lot #18 on the aforementioned plan was improved by a single-family home with outbuilding in the early 1970's and as such shall not be bound by paragraph #2 of the above covenants. Lot #9 is the largest of the lots and likewise shall not be bound by paragraph #2 of the above covenants provided that the residence constructed is sited so as to not be visible from the subdivision street, & approximately 300 ft. from the subdividing street.
conspicuously

11. GENERAL PROVISIONS.

A. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B. ENFORCEMENT. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 29th day of Nov., 1993.

H. Agudlos
to all
parties

~~PARKWAY DEVELOPMENT CORP.~~
By: [Signature]
Its President, Duly Authorized
R.A. Hansen
Richard A. Hansen
Ann C. Hansen
Ann C. Hansen

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Nov 29th, 1993

Personally appeared Richard W. Green, as President of Parkway Development Corp., and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said Corporation.

Before me,

H. Agudlos
Justice of the Peace/Notary Public

My commission expires: _____

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Nov. 29th, 1993

Personally appeared Richard A. Hansen and Ann C. Hansen and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

H. Agudlos
Justice of the Peace/Notary Public

My commission expires: _____