

B 1534 P 0120

DECLARATION OF RESTRICTIONS FOR SUBDIVISION OF LAND

STERLING PLACE, BOW, N.H.

WHEREAS, the Grantors have subdivided and developed said property into various tracts in accordance with the subdivision plan known as Subdivision Plan, Sterling Place, Bow, New Hampshire, made by W. G. Howard, Inc. surveyed and dated June 1984 which subdivision is filed with and approved by the Bow, New Hampshire Planning Board on June 26, 1985 and recorded in the Merrimack County Registry of Deeds, Book 1505, Page 0669 August 13, 1985; and

WHEREAS, the intent of these restrictions is to insure the use of the Sterling Place Subdivision (hereinafter called "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 tracts in the Subdivision, and in consideration of the benefits reserved by or anticipated by the said Grantors, this Declaration of restrictions, conditions, covenants, charges, easements and servitudes (hereinafter called "restrictions") is made to apply to Lots 29-K through 29-0 of the said Subdivision and abutting Lot 29-H, for the benefit of all the land in the Subdivision.

B 1534 P 0120

B 1534P0121

1. Said restrictions shall run with, apply to, and bind the land as restrictions for a period of fifty (50) years from the signing of this Declaration unless rescinded or otherwise revoked by the Grantors and a majority of the lot owners residing in the Subdivision; however, said restrictions may be extended and renewed for a like 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, all restrictions herein are imposed on, charged on, 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 mortgagees. Failure to specifically refer to and include or incorporate this Declaration of restrictions in deeds to tracts of 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 private residence designed for occupancy of one family may be erected or maintained on any one tract, including all tracts enlarged or recreated by the shifting or relocation of boundary lines. Consistent with Paragraph 5, a detached garage may be erected and maintained as part of the residence subject to the other restrictions herein. All residence's constructed shall have a two-car garage as minimum. Carports shall not be erected.

B 1534P0121

4. No single tract as shown on the present or hereinafter modified Sterling Place Subdivision may be 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 Grantors or their 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 Sterling Place Subdivision location with respect to topography and finish grade elevation.

6. No building shall be erected nearer than eighty (80) feet to the front or fifty (50) feet to the rear lot line, and not nearer than twenty-five (25) feet to the side lot line. 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.

7. All buildings erected or constructed on any lot shall contain a minimum of two thousand (2,000) square feet for a one-story building, and two thousand six hundred (2,600) square feet for a one and one half or 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 garages, breezeways, decks, porches, patios and terraces in the calculation of the minimum square foot area. Unusual architecturally designed dwellings shall in the first instance be reviewed by the Grantors for their approval and their decision shall be final. Split Entry type dwellings shall be considered two-story buildings.

8. Once construction is commenced upon a building, 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 exterior finishings, including exterior landscaping, decorating and driveways. Driveways shall be finished with asphalt or stone.

9. No temporary buildings, shed, trailer, vehicle or structure shall be erected or placed on a lot except during the active phase of constructing a residence. For purposes of 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.

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

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

12. No outside toilets or lavatories shall be permitted. Every residential unit 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 Bow, 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.

B 1534 P 0124

13. No buildings shall be erected having a simple tarpaper roof or aluminum clapboard or vinyl siding or concrete block foundation or walls.

14. All oil or liquid fuel tanks shall be installed in the ground or installed in either the garage or the residence.

15. No incinerator shall be erected or maintained by property owners.

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

17. No outdoor clothes drying areas or stored cordwood of any dimension 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.

18. 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 and exterior of the residence in such manner as to give an unsightly appearance, to create a nuisance, or depreciate the Subdivision.

19. 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.

B 1534 P 0124

20. 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 the ordinance of the Town of Bow, New Hampshire. No above ground pools shall be erected on any lot. 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.

21. No lot, or buildings which may be erected thereon, shall be used for 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. Commercial shall mean retail or wholesale to the public or private parties. This shall not prevent an owner of a residence from renting said property for residential use.

22. 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 lessee and their families are subject to the restrictions herein.

23. No mobile home, trailer, or other similar, temporary or movable product or structure used as a residence shall be erected, placed, or causes to remain upon any lot of the Subdivision.

B 1534 P 0126

-7-

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

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

26. No obstruction of traffic on the public roads and no blocking of entries to the various tracts 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 and guests.

27. No snow, ice, gravel, loam, compost, leaves, fertilizers, or other mineral waste products or commodity shall be piled or stored within twenty (20) feet of lines of adjoining properties and snow and ice shall not be dumped on public roads so as to create an obstruction to traffic or interfere with the view of adjoining property owners.

28. That 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.

B 1534 P 0126

29. Any purchaser of a lot of the Sterling Place Subdivision, Bow, New Hampshire 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. In addition, any Grantee upon submitting to the Grantors appropriate plans for housing, fencing and pasture area may be allowed to keep one (1) horse for each lot of land owned in the Sterling Place Subdivision. Under no circumstances shall commercial dog kennels or veterinary hospitals be allowed.

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

31. Only one "For Rent" or "For Sale" sign not larger than Four (4) 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.

32. 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 mortgagees as well as any new owner of said tract acquired through foreclosure, trustee's sale, or otherwise.

33. The restrictions set forth herein are made for the benefit of the Grantors and their 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.

34. 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.

35. The Grantors and their business successors reserve the right, to themselves, their 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 as well as to abate, remove, or correct any violation of these restrictions, and such entry, abatement, or removal shall not be deemed a trespass, conversion, or other actionable wrong.

36. 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 Bow, it is understood and agreed that said ordinances and regulations shall take precedence over these restrictions.

37. Notwithstanding anything to the contrary contained herein, the Grantors, their heirs, successors, or assigns, shall have the right but not the obligation to waive any of the restrictions contained herein. Upon submission in writing to the Grantors of a request to so waive a restriction, the Grantors shall review same and render a decision in writing to the party so requesting a waiver. Their judgement to so waive or not to waive shall be solely within their discretion and shall be binding upon all parties and their judgement or reasoning 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.

IN WITNESS WHEREOF, We, Robert S. Audley and Florence L. Audley, as General Partners of Sterling Place, do hereby affix our signatures and seal this 21st day of October, 1985.

WITNESS

George P. Murray

Dwight Ferris

STATE OF NEW HAMPSHIRE
MERRIMACK, SS.

Robert S. Audley
Robert S. Audley

Florence L. Audley
Florence L. Audley

On this 21st day of October, 1985, before me, personally appeared Robert S. Audley and Florence L. Audley, known to me to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same freely, voluntarily, and for the purposes therein contained.

MERRIMACK COUNTY RECORDS
Recorded Oct. 22, 10-55A.M.1985

Kathi L. Sney
Register

Richard L. [Signature]
Notary Public/Justice of the Peace
my Comm. Exp. 10/1/88