
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARBORWOOD RIDGE SUBDIVISION
EPPING, NEW HAMPSHIRE**

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Exhibit A By-Laws

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARBORWOOD RIDGE SUBDIVISION
NEWMARKET, NEW HAMPSHIRE**

This Declaration of Covenants and Restrictions is made this ____ day of August, 2022, by Chinburg Development, LLC, a New Hampshire limited liability company, its successors and assigns (the “Declarant”), of 3 Penstock Way, Newmarket, New Hampshire 03857 being the current owner of real property which is the subject of these covenants, conditions and restrictions. The property which is the subject of these covenants, conditions and restrictions is situated on North River Road, Epping, Rockingham County, New Hampshire. The Declaration does hereby adopt the following covenants, conditions and restrictions that are specifically applicable to Lots 1-19 inclusive, and the Open Space within the Arborwood Ridge Subdivision (hereinafter “Subdivision” or “Development”). The approved subdivision plan is entitled “Subdivision Plan for Chinburg Builders, Land of John and Becky Faunce Living Trust, Tax Map R16, Lot 29, North River Road, Epping, New Hampshire,” prepared by Doucet Survey, Inc., dated October 20, 2021 with revision #3 dated March 14, 2022, recorded at the Rockingham County Registry of Deeds as Plat D-43260 (hereinafter the “Plan”).

This Declaration shall apply to the Subdivision and to all present and future owners, tenants, and occupants of any Lots in the Development and to all other persons who shall at any time use the Development or any portion thereof. The acquisition or rental of any Lot or the act of occupancy of any Lot will signify that this Declaration is accepted, ratified and will be complied with. This Declaration shall run with the land and each lot comprising the Development and shall be binding thereon.

This Declaration is made for the purposes of ensuring the most appropriate development of the Lots; to protect Owners of the Lots against the improper use of Lots so as to preserve the values of their property; to reserve, so far as practical, the natural beauty and open space of the Subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials and in general, to provide adequately for a predictable quality of improvement within the development and thereby increase the value of investments made in homes within the Development.

1. Definitions.

1. "Association" or "Homeowners' Association" shall mean and refer to Arborwood Ridge Homeowners' Association, a New Hampshire nonprofit corporation to be formed.
2. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under New Hampshire corporate law.
3. "By-Laws" shall mean the By-Laws of the Association attached as **Exhibit A**.
4. "Classes" shall mean Class A, Class B and Class C members which shall be liable for certain Common Expenses as set forth in the Declarations and By-Laws. The Lot Owners of Lots 1-4 shall be Class A members. The Owners of Lots 16, 17 and 18 shall be Class B members. The owners of Lots 5 through 15 and 18 shall be Class C members.
5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-Laws of the Association as assigned to the Classes.
6. "Common Land" shall mean that area designated as Remaining Area consisting of 1.249 acres as shown on the Plan, related facilities, property and easement rights as set forth in the Declaration.
7. "Common Property" shall mean the subdivision sign and entrance landscaping and community mailboxes installed.
8. "Declarant" shall have the meaning set forth in the recitals above.
9. "Development" shall have the meaning set forth in the recitals above.
10. "Exhibit" shall mean Exhibit A, the By-Laws, attached hereto.
11. "Lot" or "Lots" shall mean one or more of the Lots shown on the Plan permitted for a single-family home.
12. "Lot Owner" shall mean the Owner of a Lot in the Subdivision.
13. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
14. "Plan" shall have the meaning set forth in the recitals above.
15. "Subdivision" shall have the meaning set forth in the recitals above.

16. "Town" shall mean the Town of Epping.

2. Homeowners' Association.

- 2.1. Upon the sale of the last Lot, or sooner if the Declarant so decides, the Declarant shall establish a Homeowners' Association designated as Arborwood Ridge Homeowners' Association. The Association shall be governed in accordance with this Declaration and the terms of the By-Laws of the Association when formed. Membership in said Association shall be mandatory for all Owners of Lots in the Subdivision. Until all Lots are sold, or sooner if the Declarant gives voluntary written notice in an acceptable form to the then Owners of record that the Declarant has relinquished its powers hereunder, control of the Association shall be vested with the Declarant subject to the terms of this Declaration and By-Laws. Until such time the Association is formed, the Declarant shall exercise the duties of the Association. Lot Owner shall be a member of either Class A, Class B or Class C as designated in the By-Laws.
- 2.2. During September of each year, and after the Association has been turned over to the Lot Owners, there shall be a meeting of the Association, at which time the Owners shall elect a Board of Directors with a minimum of three directors and no more than a total of five directors. The elected Board of Directors shall elect a President, Vice President-Treasurer and Secretary in accordance with the By-Laws. Each Lot shall have one vote regardless of the number of Owners of the Lot. The Board of Directors shall prepare an annual budget and assess each Lot owner the cost of maintaining the Common Land and such other items deemed necessary for the proper operation of the Association to each Lot Owner as a Common Expense per Class. The Board of Directors shall determine the method and frequency of payment and may record a lien against any Lot Owner whose assessment is not paid within thirty (30) days of due date.

3. Land Use and Structure Type.

- 3.1. No building or other structure of any kind shall be erected, placed or allowed to stand on any individual building Lot, except one detached dwelling house for the use of one family and one garage/barn structure adapted for storage of not more than four (4) automobiles. No fences will be allowed within the Subdivision unless approved in accordance with Paragraph 4. Only single-family residential use shall be allowed on a Lot. An "in-law" apartment is permissible if allowed by zoning. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any Lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any Lot except as permitted by the then existing zoning ordinance and regulations for the Town without application for any variance therefrom; and further provided that not

more than one (1) additional person be employed and that such use does not require any client/patient/customer contact at the dwelling. No such home business may display external evidence of the business, e.g., signage, nor shall any client/patient/customer/employee be allowed to park on the street.

- 3.2. No structure, other than the principal dwelling referred to above (other than a moveable trailer or shelter, incidental to construction), shall be used even temporarily as a place of habitation. All house locations and other structures, construction, excavation, sewage disposal and water supply, and storm water drainage must otherwise be in compliance with the applicable Town ordinances and applicable local, federal and state laws, codes and regulations. In addition to the foregoing, each Lot shall be and hereby is made subject to all applicable "notes" and other matters as shown on the Plan.

4. Dwelling Size; Approval by Developer.

- 4.1. No dwelling shall have less than 1600 minimum square feet of finished living area
- 4.2. No carports shall be erected, placed or allowed to stand on any Lot without prior approval of Declarant. All improvements, including driveways, must be determined to: (i) meet all the terms and conditions of these covenants; (ii) ensure the optimal use of a Lot with the least intrusion upon the privacy, views of neighboring Lot Owners, and (iii) ensure harmony of scale of dwellings within the Subdivision.
- 4.3. Prior to seeking construction approval from the Declarant, each Owner shall submit plans, including building plans, specifications and plan showing the precise location and setback of all improvements, including driveways, septic system, and well. Plans shall also specify the nature, kind, shape, height, orientation, color, composition, and material for all such improvements as well as showing finish grade elevations in relation to existing elevations. All plans must be agreed upon and approved by the Declarant and Owner prior to commencement of construction.
- 4.4. No dwelling, building, structure, alteration, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until such plans shall have been approved in writing by the Declarant, which plans the Declarant shall have the right to approve or disapprove. The Declarant reserves the right to approve all landscaping as well. Notwithstanding the foregoing, the Declarant shall have no liability or responsibility for the enforcement of the within covenants and restrictions, nor for the exercise of its discretion in approving or in disapproving any plans submitted as a consequence hereof.

1. Once the Declarant no longer owns a Lot in the Subdivision and providing all homes are constructed, no approval will be necessary unless the Board of Directors establishes an Architectural Review Committee pursuant to the By-Laws of the Association. During the first one hundred twenty days (120) after Declarant has relinquished control and transferred the operation of the Association to the Association, the Board of Directors shall have the power and authority to enforce the approval requirements under this Section 4. This right shall expire if an Architectural Review Committee is established or the one hundred twenty days (120) period expires.

5. Building and Landscaping Requirements.

- 5.1. Each Lot shall have a single-family dwelling. All structures shall have exterior wall surfaces covered with redwood or cedar clapboards or shingles, composition clapboards (HardiPlank or equivalent), brick or stone, vinyl, or a combination of any of the aforesaid, painted or natural sealed and must be maintained in a good condition. The use of simulated or artificial brick or stone or aluminum siding or any similar materials shall not be allowed, unless specifically agreed to by the Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of twenty-four (24) inches of exposure unless approved by Declarant. All Lots shall have attractive landscaping. Landscaping shall include, but not be limited to, front and side lawns, shrubs and plantings. All landscaping shall be approved by the Declarant as set forth in Section 4.

6. Lot Grading.

Once the Declarant no longer owns a Lot, the Lot grading shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots or the Subdivision streets or rights-of-way.

7. Driveways.

All driveways, dwellings, or other structures built on a Lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice onto any other Lot, except for such approved drainage as may be shown on the Plans. A driveway permit shall be obtained from the Town prior to the construction of a driveway. All driveways shall have a stone or asphalt apron.

8. Building Exterior.

No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the Lot shall be kept in a proper state of repair, appearance and maintenance. Oil tanks or propane tanks for domestic uses must be stored underground, shielded from view in the rear, or in the cellar of the residential dwelling. No solar panels or wind turbines are allowed unless

approved by the Declarant or Board of Directors, and only if in compliance with the applicable zoning.

9. Protection During Construction.

- 9.1. Prior to the commencement of, and at all times during construction of any dwelling or structure, the Owner of said Lot shall also execute an agreement which provides that:
- 9.2. All construction shall be in accordance with this Declaration, the applicable conditions set by the Town Planning Board and any other permits issued by the State of New Hampshire;
- 9.3. At all times during construction, each Lot Owner shall take all reasonable and necessary steps to ensure that no dirt, silt, material or debris of any kind is placed on drainage systems of the roadways. Each Lot Owner shall insure that no trucks, equipment or vehicles of any kind in any way drive over, damage any berms, or roadway improvements of any abutting property.
- 9.4. Any and all damage to such improvements shall be repairable at Owner's expense to the full satisfaction of the Declarant and/or the Town.
- 9.5. No material of any kind shall be off-loaded, placed or in any way stored for any period on the roadways in the Subdivision. All construction activities, delivery and storage of materials and equipment of any kind, and all activities in any way relating to said construction shall be conducted entirely within the confines of the owner's property.

10. Construction Completion.

Construction of a dwelling or any other approved structure on a Lot, including finished landscaping, shall be completed within twelve (12) months from the commencement of said construction. Commencement shall be on the date on which a building permit is issued for the construction of a dwelling on a Lot.

11. Occupancy and Use Restrictions

- 11.1. *Open Fires.* No open fires shall be permitted, except as allowed by Town ordinance.
- 11.2. *Signs.* No sign shall be displayed for the public view on any Lot except one sign of not more than 6" in height and 24" in length denoting the Lot Owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Developer at the entrance or within the Subdivision.

- 11.3. *Animals.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic household pets, which shall be maintained and cared for in accordance with Town Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.
- 11.4. *Garbage and Refuse Disposal.* Household trash disposal and recycling is the responsibility of each homeowner. Except for designated trash day, all trash cans and trash bins shall be stored in the garage.
- 11.5. *Vehicles, Campers, Trailers or Boats.* No unregistered vehicles, junk cars, school buses or trucks or part thereof, shall be permitted on any Lot unless garaged. No campers, trailers or boats are to be stored outside of dwelling or garage permanently for more than seven (7) days, unless approved by Declarant or Board of Directors in writing.
- 11.6. *Clotheslines.* Clotheslines shall be prohibited, unless they are in back of the house and not visible from the road or other Lot(s).
- 11.7. *Materials.* No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction, shall be removed from or stored on a Lot.
- 11.8. *Antennas.* Antennas or satellite dishes with diameters larger than 24 inches shall be prohibited, unless approved by the Declarant or Association in accordance with Section 207 of the Telecommunications Act of 1996, which prohibits restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite service ("DBS"), multichannel multipoint distribution service ("MMDS" or "wireless cable") or television broadcast signals.
- 11.9. *Prohibited Uses.* No hunting or trapping is allowed on any Lot, or other portion of the Subdivision. No noxious, unlawful, or offensive activity shall be carried on in any dwelling, nor shall anything be done therein, whether willfully or negligently. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the peaceful possession and rights or other property owned by the Declarant or his successors and assigns.
- 11.10. *Leasing.* Any Owner may lease his property for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant.
- 11.11. *Easements.* Certain Lots in the Subdivision may be subject to easements or restrictions as shown on the Plan. Acceptance of a deed to any such Lot by an Owner shall be subject to such easement whether or not referenced in such deed and each Lot Owner

agrees not to utilize the Lot in a manner which will interfere with the reasonable intent of the easement as referenced on the Plan.

12. Common Land, Common Property and Easements.

- 12.1. The Remaining Area and drainage easements as shown on the Plan and are reserved for the benefit of the Association herein shall be held by the Association as Common Land. Common Property shall include:
- 12.2. The subdivision sign and entrance landscaping easements located at the entrance to the Subdivision on Lot 5 in the northwest corner described as follows: starting at the rebar set at the intersection of North River Road and the northwest boundary of Lot 5 then continuing east along an arc length radius of 39.72' a radius of 25.00' a delta angle off 91°01'50" chord bearing S69°08'50"W chord length 35.67', then S23°38'04"W a distance of 100', then N65°20'06"W 30' a distance of 30', then N23°38'04"E a distance of point of the beginning
- 12.3. The entrance landscaping easement on Lot 15 in the southwest boundary described as follows: starting at the rebar at the intersection of North River Road and the southwestern boundary of Lot 15 then continuing east along an arc length radius of 38.82' a radius of 25.00' a delta angle off 88°58'10" chord bearing S20°51'01"E chord length 35.04', then N23°38'04"E a distance of 100', then S65°20'06"W 30' a distance of 30' to a rebar set then S23°38'04"W a distance of point of the beginning.
- 12.4. The right to install and maintain the centralized mailbox on Lot 5 located in the Cistern Easement as shown on the Plan.
- 12.5. The repair and operation costs of the Common Land and Common Property shall be paid and performed by Declarant and then the Association once formed. Such cost whether incurred by the Declarant or the Association shall be a Common Expense. These maintenance obligations shall remain the responsibility of the Association in perpetuity unless the Town agrees to change these maintenance obligations. The Common Expenses shall be allocated against each Lot Owner in accordance with the Class the Lot Owner is assigned.

13. Remaining Area

The Remaining Area shown on the Plan shall be conveyed to the Association as Common Land by the Declarant no later than the sale of the last Lot. The Association and Lot Owners shall have the right to use the Proposed Open Space for non-motorized outdoor recreation. Class C members shall be responsible for the maintenance and cost of maintaining and insuring the Remaining Area as set forth in the attached By-Laws.

14. Roadway Plowing and Maintenance.

The Declarant or the Association, if the Declarant transfers responsibility to the Association, shall maintain and plow the roadway until the roadway is accepted by the Town. The cost, whether conducted by the Declarant or the Association, shall be a Common Expense, until such time as the roadway is accepted by the Town. Class C members shall be responsible for the maintenance and cost of maintaining and insuring the Remaining Area as set forth in the attached By-Laws.

15. Drainage and Stormwater Management

The Declarant hereby reserves for the benefit of the Town certain drainage easements over Lots 14, and 15, and 19 for drainage and stormwater management in accordance with the Drainage Easement of even date recorded herewith and as shown on the Plan. In the event the Association fails to properly maintain and repair the drainage easements, the Town shall have the right, after reasonable notice to the Association to enter onto the drainage easement areas to maintain and repair the drainage easement- and to charge the Association the reasonable cost incurred by the Town to do so. The Association shall maintain the Stormwater Management System throughout the Subdivision in accordance with the Storm Water Pollution Prevention Plan for the Subdivision prepared by Beals Associates, PLLC, Project Number NH-1374 dated March 2022. The Class B and C members shall be responsible for the maintenance and cost of the drainage and stormwater system.

16. Cistern Easement

The Declarant hereby reserves for the benefit of the Association and Town a cistern easement on Lot 5. The cistern shall be owned, maintained and replaced by the Town in accordance with the Cistern Easement of even date recorded herewith.

17. Subdivision Entrance Signage and Landscaping.

The Association shall maintain the sign, central mailbox area, and landscaping at the entrance to the Subdivision and the cost shall be a Common Expense.

18. Easements Regarding Lots 1 and 2 and Lots 10 and 18.

18.1. Lot 1 and Lot 2. The Declarant hereby declares a Shared Access Easement on Lot 2 for the benefit of Lot 1 and 2 and a Driveway Easement on Lot 2 for the benefit of Lot 2. The parties' rights are set forth in the Shared Driveway Access Easement and Driveway Easement of even date recorded herewith.

18.2. Lot 10 and Lot 18. The Declarant hereby declares and Driveway Easement over Lot 10 for the benefit of Lot 18. The parties' rights are set forth in the Driveway Easement of even date recorded herewith.

19. Erosion Control

- 19.1. To implement effective and adequate erosion control and protect the beauty of the Subdivision, the Declarant or the Association shall have the right to enter upon any Lot before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining Lots or to alleviate any unsightly condition or to construct or maintain erosion prevention devices.
- 19.2. Prior to exercising its right to enter upon a Lot, the Declarant or the Association shall give the Owner the opportunity to take corrective action by giving the Owner written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified within fifteen (15) days after having been notified, the Declarant or the Association may exercise its right to enter upon the property in order to take the necessary corrective action.
- 19.3. The cost of such corrective action or erosion prevention measures shall be paid by the Owner within thirty (30) days after receipt by Owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a Common Expense assessed to the Lot Owner for which Declarant or the Association shall be entitled to record a lien upon the Lot for such Common Expense.

20. Reservations and Easements.

There is hereby excepted and reserved to the Declarant, for so long as it owns any of the Lots, and thereafter to the Association, when formed, the following:

- 20.1. A right of way for all purposes over, across and through the roadways, together with the right to install and maintain utilities within or under the traveled portion of said roadways.
- 20.2. The right to grant easements for drainage and utility purposes to enter onto any Lot within twenty (20) feet of the Lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining drainage flow and underground or an aboveground utility therein and to extent, connect to, and use in common any previously installed utility by the Lot Owner providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

- 20.3. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installing, maintaining, repairing and replacing utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the Subdivision, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section shall include, without limitation, rights of the Declarant or the appropriate utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the Lots and Common Land. Notwithstanding the foregoing, any such easement shall not be exercised as to materially interfere with the use or occupancy of any residence on a Lot.
- 20.4. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Development as long as the Declarant, its successors and assigns, shall be engaged in the construction, development and sale of Lots within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with subdivision roads and utility system for such development.

21. Amendment, Modification or Waiver by Declarant.

The Declaration may be amended by a two-thirds vote of the Unit Owners, with the exception of the easements reserved and/or granted herein and which amendment affecting these easements will require the additional consent of the Town and/or Declarant and Lot Owner. No amendment may alter or terminate any requirements in any Town or State approval issued for the Subdivision. Any waiver by the Declarant or Association on any one occasion or for any individual Lot shall not be deemed to constitute a waiver on any future occasion with respect to any other Lot.

22. Term.

These covenants shall run with the land and shall be for the benefit of the Lots shown on the Plans and shall be binding on the Lots and purchasers of the Lots for a period of twenty-five (25) years from the date of this Declaration. Provided however that Section 4, to the extent that approvals are required, shall terminate in accordance with Section 4, unless an Architectural Review Committee has been established under the By-Laws of the Association. This Declaration shall automatically extend for successive periods of ten (10) years unless an

instrument signed by two-thirds of the Lot Owners has been recorded repealing said covenant. Failure to specifically refer to and/or incorporate these covenants, conditions and restrictions in deeds to the Lots shall not in any manner affect the validity and effectiveness of these restrictions upon any such Lot. Notwithstanding the foregoing, any covenants, conditions and restrictions dictated by state or local approval shall remain in force and effect in perpetuity.

23. Enforcement.

Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other Owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriate legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his/her lot any violation of the covenants, restrictions or reservations described herein, the Declarant, Association or any Lot Owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

24. Severability.

Invalidation of any covenant by court order or judgment shall not affect any of the other covenants or provisions herein, all of which shall remain in full force and effect.

25. Notice of Restrictions and Covenants.

A copy of these covenants, conditions and restrictions shall be recorded in the Rockingham County Registry of Deeds.

26. Title Reference.

Being a portion of the property conveyed to the Declarant by deed dated May 4, 2022 recorded at Rockingham County Registry of Deeds at Book 6406, Page 1080.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above-written.

DECLARANT:
Chinburg Development, LLC

By: _____
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

The instrument was acknowledged before me on August ____, 2022, by Eric J. Chinburg, Manager of Chinburg Development, LLC.

Notary Public
My Commission Expires:

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