

Return:

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File: 2020-2415

(Space Above this Line Reserved for Registry of Deeds)

DECLARATION OF PRIVATE PROTECTIVE COVENANTS

WOODLAND HOLLOW, FOX GARRISON ROAD, LEE, NH

WHEREAS, Langdon Construction, LLC, a New Hampshire limited liability company having an address of 131 Old Nottingham Road, Lee, NH 03042 (together with its successors and assigns, the (“Declarant”) is the owner of that certain real property located in Lee, Strafford County, New Hampshire shown as Lots 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, and 4-10, inclusive (individually, a “Lot,” and collectively, the “Lots”) on a plan entitled “Open Space Development Plan Prepared for Joseph Falzone of Woodland Hollow known as Tax Map 18 / Lot 4 located at 3 Fox Garrison Road & Calef Highway (NH Route 125) County of Strafford Lee, NH” Date: August 12, 2021, Scale: 1” = 60’, prepared by David W. Vincent, LLS, Land Surveying Services, P.O. Box 1622, Dover, NH 03821, which plan is recorded with the Strafford County Registry of Deeds (said “Deeds”) as Plan No. 12537 and 12538 (collectively, “Plan”) via deed recorded with said Deeds at Book 4983, Page 626; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of the Lots and, to this end, desires to subject the Lots and any further subdivision of said Lots, to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Lot owner thereof.

NOW THEREFORE, the Declarant declares for itself and its successors and assigns that the Lots and any subdivision of the Lots, are and shall be held, transferred, sold, conveyed, inherited and occupied subject to and with the benefit of the covenants and restrictions hereinafter set forth, which covenants and restrictions shall run with the Lots in perpetuity.

DEFINITIONS

The following words shall have the following meaning:

Declarant Langdon Construction, LLC, a New Hampshire limited liability company having an address of 131 Old Nottingham Road, Lee, NH 03042.

Subdivision shall mean Lots 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, and 4-10 inclusive, as shown on the “Plan”.

COVENANTS AND RESTRICTION APPLICABLE TO ALL LOTS

1. Use: Each lot shall be limited to the construction and use of said Lot for a single-family dwelling (which may include a garage and utility shed) only. No non-permanent vehicle covering structures, including without limitation, non-permanent quonset huts, whether or not permitted by the Town of Lee and whether or not affixed to the ground, are allowed. Accessory apartments will be allowed only in compliance with Town of Lee’s ordinances and regulations, rules, regulations, and ordinances.

Accessory Apartments

- a. Purpose and Intent: It is the specific intent of this section to allow accessory apartments, including kitchens, within single family properties in this district in accordance and compliance with the Town of Lee’s ordinances, regulations, and rules, for the purpose of meeting the special housing needs of grandparents, parents, brothers and sisters, children and their respective spouses of families of owner-occupants of properties and others in compliance with Town of Lee’s ordinances and regulations.
- b. Owner Occupancy Required: The Owner(s) of the single-family lot upon which the accessory apartment is located shall occupy at least one (1) of the dwelling units on the premises.
- c. Code Compliance: The accessory apartment must be determined to comply with Lee building, fire, safety, and other codes now or later adopted before occupancy and at every change in occupancy.
- d. Preservation of single-family characteristics: The accessory apartment shall not change the single family characteristics of the dwelling except for the provisions of an additional access or egress.
- e. There shall be no more than one (1) accessory apartment for a total of two (2) dwelling units permitted per lot.
- f. All permits and approvals required by the Town of Lee shall be obtained prior to the commencement of construction.

2. Approval of Site Plans: Prior to the commencement of construction of any structure or the commencement of any site improvements on a Lot, site plans showing topography, lot clearing, house location, driveway location and other appurtenances shall be submitted to the Declarant for approval, which approval shall be at the sole and absolute discretion of the Declarant. The Declarant shall approve the proposed planting and/or removal of all trees and shrubs incidental to the development of a Lot, plans for which shall also be submitted to and approved in writing by the Declarant prior to the commencement of any such work.

3. Architectural Building Plan Showing Floor Plans: Prior to the commencement of construction of any structure or the commencement of any site improvements on a Lot, architectural building plans showing front, side and rear elevations with the specifications and floor plan layouts shall be submitted to the Declarant for approval, which approval shall be at the sole and absolute discretion of the Declarant. The Declarant may reject any architectural plans which it believes in its sole discretion is not in keeping with him styles within the Subdivision and the surrounding area. All plans submitted pursuant to Sections 2 and 3 above shall be deemed approved if at the end of the twelve-month period following commencement of construction, no suit has been brought to enforce compliance herewith, with notice thereof having been filed with the Rockingham County Registry of Deeds.

4. Minimum Size of Residence: No residence shall be constructed with less than 1,800 square feet of living area for a 2-story home and 1,600 square feet for a single level home, excluding garages, basements, porches or storage areas.

5. Completion of Work: All work on a Lot, including landscaping, shall be completed within twelve (12) months from the commencement of construction (inclusive of site improvements) on any such Lot.

6. Miscellaneous Restrictions: With regard to any Lot located within the Subdivision, the following shall apply, provided however, that the Lee Zoning Ordinance and Subdivision Regulations shall control in the event any of the following are less restrictive than such ordinance or regulation or both:

A. No business, trade or profession shall be conducted on or from any Lot. However, an office may be maintained in the dwelling located on a Lot if such office use is limited to the Lot owner's personal use. No patronage or business shall be allowed to be conducted from any such office.

B. No horses, roosters, or barnyard animals shall be stabled or maintained on any Lot. This restriction does not, however, apply to dogs, cats, birds, penned chickens, or household pets which are reasonable in number, and which do not cause a nuisance to the neighborhood.

C. There shall be no clotheslines, poles, and/or amateur radio antennas located on the lot. Any outside television antennae and/or satellite dishes shall be located on or near the dwelling in such a way that they are not visible from any public street, provided however, that this provision shall not be enforced to the extent it would contradict them applicable state or federal laws governing location of satellite dishes. Fences can only be erected after the Declarant has given written approval to the type of fence and location shown on a plan submitted by the lot owners, which approval may be granted as the Declarant's sole option and discretion.

D. No trailers, campers, mobile homes, boats or other water vessels, or other recreational vehicles, and no non-operative automobiles, trucks, machinery, supplies, materials or equipment of any kind shall be stored on a Lot, unless registered (including trailers), not in excess of 24' long, and located next to or behind the garage. Not more than one (1) trailer, camper, mobile home, boat or other water vessel, or other recreational vehicles maybe stored on any one Lot, provided that if the vehicle is stored on a trailer, the vehicle and trailer shall be deemed one vehicle. No vehicles with commercial lettering or displays on the exterior of the vehicle may be parked overnight or longer on a Lot, unless placed wholly within the garage.

E. Utility service connections to any building erected on any Lot shall be located and maintained underground.

F. Prior to the commencement of any painting to the exterior of any dwelling, structure or any other improvement on a Lot, the proposed color shall be submitted to the Declarant for approval, which approval shall be at the sole and absolute discretion of the Declarant.

G. Prefabricated or factory-built homes are prohibited.

H. No lot may be further subdivided provided, however, lot lines may be adjusted provided no further lots on which a house may be erected are created.

I. Any pool, either in-ground or above-ground, must be surrounded by a minimum five (5') foot tall vinyl fence subject to the fence provisions in Subparagraph C above.

8. Enforcement of Covenants: These covenants are enforceable by the Declarant until such time as Declarant no longer owns any interest, including without limitation, fee, easement or mortgage interest, in any land within the boundaries of the subdivision as shown on the Plan. These covenants are also enforceable by the Lot Owners or any of them. Failure to enforce the within Covenants shall in no way be deemed as a waiver by any benefited party to enforce the rights included herewith at a subsequent time.

9. Modification or Termination of Restriction: For so long as the Declarant owns any interest, including without limitation, fee, easement or mortgage interest, in any land within the boundaries of the subdivision as shown on the Plan, the Declarant reserves the right to unilaterally, and without the consent of any owner of any other Lot located within Subdivision, modify, amend, waive compliance with, change or terminate any or all of the restrictions and covenants as herein contained; provided, however, that any such modification, amendment, waiver, change or termination shall not apply to any Lots located within the Subdivision which have previously been conveyed.

10. Easement to Enter upon Lots: The Declarant and its agents, servants, employees, successors and assigns shall have the right and easement at any time, before and after conveyance of any or all of said Lots, during normal working hours, to enter upon all or any portions of said Lots for the purposes of maintaining or improving the ways, together with the right and easement to grade such Lots in accordance with any requirements imposed by the Town of Lee or any agency, board, commission or other division of the Town of Lee, relating to the same. All of the foregoing shall be accomplished without the Declarant being guilty of trespass or in any way being answerable for damages. The Declarant and its agents, servants, employees, successors and assigns shall have the right and easement at any time, before or after conveyance of any or all of said Lots, during normal working hours, to enter upon all or any portion of said Lots for the purpose of inspection of any Lot for compliance with the provisions of these Private Protective Covenants. These rights shall terminate eight (8) years from the date of filing this instrument with said Deeds.

11. Indemnification: Any person who violates or otherwise fails to comply with the covenants and restrictions set forth in this Declaration shall be liable to the person who seeks enforcement of the covenants and restrictions for all losses, costs and expenses (including attorney's fees) incurred by the party entitled to indemnification in connection with the enforcement of these restrictions.

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

13. Liability of the Declarant. The Declarant shall not be liable to any party for any decision it may make in approving or not approving plans submitted pursuant to this Declaration or for enforcing or not enforcing non-compliance with the terms of this Declaration. In the event that any suit is brought against the Declarant in violation of this paragraph, the Declarant shall be entitled to its attorney fees and costs incurred in defending said action, from the party bringing the action.

End of Text
Signature Page Follows

EXECUTED under seal this _____ day of March, 2022.

Langdon Construction, LLC

By: Paul D. Langdon, Jr.
Its: Member Duly Authorized

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this _____ day of March, 2022, before me the undersigned notary public, personally appeared Paul D. Langdon, Jr., Member, duly authorized, of Langdon Construction, LLC, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, in the capacity indicated, and that he has the authority to sign in that capacity.

Name:
Notary Public/Justice of the Peace
My Commission Expires: