

DECLARATION OF PROTECTIVE COVENANTS

(NAME TBD) CONDOMINIUM

DOVER, NEW HAMPSHIRE

NOW COMES **(ENTITY TBD)** with an address of **(ADDRESS)**, County of **(COUNTY)**, State of New Hampshire (hereinafter together with its successors and assigns referred to as “Declarant”), being the owner of a certain condominium known as “**(NAME TBD)**” Condominium as shown on a plan entitled “Leathers Lane 40 Unit Detached Condominium, Dover, NH” by Civilworks New England, to be recorded in the Strafford County Registry of Deeds (hereinafter "the Plan"), for the mutual benefit of the present and future owners and mortgagees of the condominium units as depicted on said plan (the “Units”), hereby declare the following covenants and restrictions which shall run with the land, which are binding upon all present and future owners of the Units, their heirs, successors and assigns. These covenants shall be deemed appurtenant to the Units, within the condominium whether or not they are set out at length in subsequent conveyances.

1. Private Road Provisions: The Declarant and its successors, heirs and assigns understand that the roads within the condominium are private roads, and are intended to remain private. In order to be petitioned for acceptance as a public way, which acceptance is in the sole discretion of the Dover City Council, the following three conditions shall be met: An affirmative vote of a super majority of the Association, removal of any encumbrances upon the right of way (e.g., no private utilities within it without a license granted by the City), and an amended Site Plan approved by the Dover Planning Board showing the road as public.

2. Size of Residence: Condominium Units 4, 12, 15, 16, 34, 35, and 40 are the units created through the transfer of development rights, and shall not be constructed or reconstructed with more than 1,400 square feet of Gross Floor Area excluding spaces which are not heated and/or cooled. Residences shall remain single-family. Pursuant to City of Dover Zoning Ordinance Section 170-27.2.G(iii) as amended, the units created, through the transfer of development rights must be :

- A. Sold, and are not for rental purposes; and
- B. Limited to the square footage originally constructed.

The remaining units in the development are not restricted as to size or usage.

3. **Boundary No-Cut Buffer:** There shall be no tree-cutting, after the construction of the development, within a 15 foot buffer around the boundary of the property. Trees within this buffer that may pose a dangerous threat may be removed as directed by a certified arborist. The Unit Owners' Association reserves the right to maintain the landscape vegetation within the buffer.

4. **Rubbish Disposal:** The condominium roads are private roads which will have private trash curbside pickup.

5. **Common Areas:** The common areas shown on the condominium plans shall be maintained by and shall be for the use of the owners of the Units within the condominium, and their invitees and guests.

6. **Stormwater Management:** The establishment and recording of these Covenants shall constitute notification to all owners of property within "**(NAME TBD)**" Condominium of the requirements and responsibilities of the approved stormwater management plan requirements for maintenance and reporting. The Unit Owners Association is responsible for the maintenance of the drainage infrastructure and utilities, to maintain access to the Common Areas, and to implement the operation and maintenance requirements for the stormwater infrastructure as set forth in the Stormwater System Management, Inspection and Maintenance Manual as approved by the Dover Planning Board.

7. **Open Space Use Limitations:** The Declarant on behalf of itself and its successors in interest covenants that Open Space as depicted on the Condominium Site Plan, is and shall forever be and remain subject to the following restrictions, which covenants and restrictions shall bind the Declarant, its successors in interest, and the Owner of each Unit:

- (a) The purpose of the Open Space after completion of the proposed improvements depicted on the Condominium Site Plan is to retain the area forever in its undeveloped, scenic and open space condition and to prevent any use of the Open Space that will significantly impair, or interfere with, its conservation value;
- (b) To protect and conserve the natural biological diversity of the region and other rare plants and animals, exemplary natural communities, wetlands and other significant wildlife habitats on the Restricted Property;
- (c) It shall be maintained in perpetuity as open space.
- (d) There shall be no motorized vehicles permitted upon the Open Space;
- (e) No structure or improvement of any kind, size or shape shall be constructed, placed or introduced onto the Open Space. Trail development within the Open Space shall be set

back at a minimum of 250 feet from the river's edge and shall be developed with natural materials and designed to be the least impactful to natural features.

- (f) Upon completion of the proposed improvements depicted on the Plan, no filling or excavation of soil or other alteration of topography or cutting or removal of standing trees shall be allowed, except those that present an imminent threat to person or property. In addition, trees may be removed in accordance with accepted silvicultural practices as outlined in the publication entitled Good Forestry Practices in the Granite State by the Society for the Protection of NH Forests. No disturbance of other natural features shall be allowed unless such activities are commonly necessary to maintain the existing natural environment of the open space.
- (g) There shall be no dumping or depositing of trash, debris, stumps, yard waste, hazardous fluid or materials, vehicle bodies or parts within the Open Space.
- (h) No discharge of firearms or shooting with a bow and arrow or trapping of animals shall be permitted upon the Open Space in violation of RSA 207:3-a, as amended.
- (i) The Open Space comprises a portion of the Common Area of the Condominium. As such, maintenance, if any, in the Open Space will be performed pursuant to the other provisions of this Declaration and the Bylaws. Costs for the maintenance, monitoring and annual reporting of the Open Space will be treated as a Common Expense and paid by the Unit Owners in accordance with the provisions of this Declaration.
- (j) Such reasonable rules and regulations as may from time to time be promulgated by the Condominium Association for open space recreational uses.
- (k) Access to the Open Space shall be as depicted on the Plan.
- (l) The Open Space shall be used only by Unit Owners and their guests.
- (m) Acceptance of any deed for any Unit within the condominium constitutes acknowledgement by the purchaser of the existence of these restrictions.

8. Sewer Line: Prior to construction, Developer, or subsequent to construction, successor Condominium Association, shall solely be responsible for sewer repair & replacement between SMH-4 and SMH-5 if required as depicted on a plan entitled "Site Improvements, As-built and As-Proposed Davis Farm, Gateway Associates, 233 Central Ave, Dover, N.H.," prepared by Civil Consultants, attached hereto as Exhibit A. (Costs of any sewer repairs or replacement, if needed, between SMH-5 and SMH-7 shall be jointly shared pro-rata with Davis Farm under the existing easement agreement terms set forth in the Amendment to Sewer Easement, dated April 16, 1991, recorded at the Strafford County Registry of Deeds at Book 1550, Page 0253).

9. **Enforcement:** Enforcement of these Covenants shall be by (1) Declarant, so long as it owns a lot within the subdivision; and/or (2) any owners of any of the Lots; and/or (3) the Condominium Association, against any person violating or attempting to violate any covenant herein established to enjoin the violation and/or recover damages. The prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

10. **Separability:** Invalidity of any covenant by court order shall not affect the remaining covenants which shall remain in full force and effect.

11. **Amendments:** Declarant shall have the right to amend these covenants for so long as it owns any lot within the subdivision, provided that the covenants may not be amended without prior approval of the Dover Planning Board. Provided further that any amendment be recorded at the Strafford County Registry of Deeds.

After Declarant no longer owns any lots, these covenants may be amended by an instrument in writing executed with all the formalities of a deed and recorded at the Strafford County Registry of Deeds by a two-thirds majority of the then owners of the lots in the subdivision, with the written approval of the Dover Planning Board. It is the specific intent of this paragraph that each lot shall have one vote to amend these covenants. A lot owned in co-tenancy, or by a corporation or by a trust or by other entity recognized by law shall be entitled to one vote, it being the responsibility of the entity owning the lot to select the individual who shall exercise the vote for said lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed these Protective Covenants this ____ day of _____, 2021.

Witness

By: _____
(ENTITY TBD), Declarant

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the _____ of _____, 2021, before me, the undersigned Officer, personally appeared **(ENTITY TBD)**, who acknowledged that he executed the above instrument as his free act and deed,.

Notary Public/Justice of the Peace
My commission expires: _____