
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATSON'S LANDING SUBDIVISION
PORTSMOUTH, NEW HAMPSHIRE**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATSON'S LANDING SUBDIVISION
PORTSMOUTH, NEW HAMPSHIRE

This Declaration of Covenants and Restrictions is made this ____ day of _____, 2021, by Robert D. Watson, Successor Trustee of the Frederick W. Watson Revocable Trust of 1998 (the "Declarant") with a mailing address of 53 Sleepy Hollow Drive, Greenland, NH 03840 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 at 1 Clark Drive, Portsmouth, Rockingham County, New Hampshire. The Declaration does hereby adopt the following covenants, conditions and restrictions that are specifically applicable to Lots 33-0, 33-1, 33-2 and 33-3 within the Watson's Landing Subdivision (hereinafter "Subdivision" or "Development") as shown on the approved subdivision plan is entitled "Subdivision Plan," prepared by Altus Engineering, Inc., dated April 19, 2021, and recorded at the Rockingham County Registry of Deeds as Plat D- _____ (hereinafter the "Plan").

This Declaration shall apply to the Watson's Landing 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 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; to maintain and repair the private road; to maintain and repair the stormwater management system and other utilities; and to maintain and repair any landscaping, signage, lighting and irrigation located at the entrance to the Subdivision and thereby increase the value of investments made in homes within the Development.

1. Definitions.

- 1.1. "Association" or "Homeowners' Association" shall mean and refer to Watson's Landing Subdivision Homeowners' Association, a New Hampshire nonprofit corporation to be

formed.

- 1.2. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under New Hampshire corporate law.
- 1.3. "By-Laws" shall mean the By-Laws of the Association attached as **Exhibit A**.
- 1.4. "Common Expenses" shall mean and include the actual and estimated expenses of the Common Responsibilities as defined in this Declaration deemed necessary for the proper operation of the Association charged to each Lot Owner, including any reasonable reserve, all as determined by the Board pursuant to this Declaration and the By-Laws of the Association.
- 1.5. "Common Responsibilities" shall mean and include the maintenance, repair and replacement of the private road, private water line, stormwater management system and such other items deemed necessary by the Board of Directors or which are or become the responsibility of the Association.
- 1.6. "Declarant" shall have the meaning set forth in the recitals above.
- 1.7. "Development" shall have the meaning set forth in the recitals above.
- 1.8. "Lot" or "Lots" shall mean one or more of the Lots shown on the Plan permitted for a single-family home.
- 1.9. "Lot Owner" shall mean the Owner of a Lot in the Subdivision.
- 1.10. "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.
- 1.11. "Plan" shall have the meaning set forth in the recitals above.
- 1.12. "Subdivision" shall have the meaning set forth in the recitals above.
- 1.13. "City" shall mean the City of Portsmouth.
- 1.14. "Stormwater Inspection and Maintenance Manual" shall mean the document attached to the Declaration as **Exhibit B** and made a part hereof.

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 Watson's Landing Homeowners' Association. The Association shall be governed in accordance with this Declaration and the terms of the By-Laws of the Association. 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, the Declarant shall exercise the duties of the Association.
- 2.2. The Owner of Lots Tax Map 209 Parcel 32 and Tax Map 209 Lot 34, contiguous to the Subdivision, shall have the right to join the Association by providing written notice of

such request to the Association. An amendment to the Declaration shall be prepared and executed by both the new Lot Owner and the President and Treasurer of the Board. Upon the recording of the Amendment, the new Lot Owner shall become a member of the Association and shall be legally bound by the provisions of this Declaration and Bylaws and will receive the same benefits and be burdened by the same responsibilities as the as other members.

- 2.3. 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 Owner shall elect at least one but not more than three Board of Directors. Each Lot shall have one vote regardless of the number of owners of a Lot. The Board of Directors shall prepare an annual budget and assess to each Lot its proportionate share (as determined using the number of Lots that belong to the Homeowners' Association) of the cost of the Common Expenses, 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. The Board of Directors shall determine the method and frequency of payment of the Common Expenses 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. Except as hereinafter provided, 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 City 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 City 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 Declarant.

- 4.1. Each dwelling shall have a minimum of 2,500 square feet of finished living area, exclusive of any garage, deck, porch, patio, basement, and attic. 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, (iii) ensure compliance with the setback lines as shown on the Plan, and (iv) ensure harmony of scale of dwellings within the Subdivision.
- 4.2. Prior to seeking construction approval from the Declarant, each Owner shall submit plans, including building plans, specifications and plans showing the precise location and setback of all improvements, including driveways. 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.
- 4.3. 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.
- 4.4. 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 Sections 4. This right shall expire if an Architectural Review Committee is established or the one hundred twenty-day (120) period expires.

5. Building and Landscaping Requirements.

- 5.1. Each Lot shall have a single-family dwelling. The Declarant shall retain the right to determine placement of the garage/barn, if any, when reviewing plans are submitted.
- 5.2. 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.

- 5.3. 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 City prior to the construction of a driveway. All driveway shall have a stone or asphalt apron.

8. Building Exterior.

8.1. 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.

8.2. Protection During Construction.

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:

- 8.2.1. All construction shall be in accordance with the applicable conditions set by the City Planning Board in the Subdivision Approval;

- 8.2.2. 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.

8.2.3. Any and all damage to such improvements shall be repairable at Owner's expense to the full satisfaction of the Declarant and/or the City.

8.2.4. 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.

9. 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.

10. Occupancy and Use Restrictions.

10.1. Open Fires. No open fires shall be permitted, except as allowed by City ordinance.

10.2. 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.

10.3. 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 City Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.

10.4. Garbage and Refuse Disposal. Household trash disposal and recycling will be picked up by the City once the roadways are accepted as public ways on such terms as the City may provide for such service.

10.5. 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.

10.6. Clotheslines. Clotheslines shall be prohibited, unless they are in back of the house and not visible from the road or other Lot(s).

10.7. 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.

10.8. 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.

- 10.9. Fertilizer. Only organic lawn and landscape care methods as specified in the NOFA Organic Standards Land Care shall be used on any Lot by a Lot Owner. This restriction shall be included in all the deed from the Declarant to a Lot Owner.
- 10.10. 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.
- 10.11. 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.
- 10.12. 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.

11. Easements.

- 11.1. Sidewalk and Utility Easement. The Declarant hereby declares a Sidewalk and Utility Easement as shown on the Plan for the benefit of the City. The purpose of this easement is to allow the City to connect the sidewalk on Watson's Landing to the existing municipal sidewalk network. Said easement may be further documented by a separate recorded instrument recorded prior to or after recording of the Declaration.
- 11.2. Utility, Grading and Drainage Easement. The Declarant hereby declares a Utility, Grading and Drainage Easement over Lots 33-0, 33-1, 33-2 and 33-3 as shown on the Plan for the benefit of the Association. The purpose of easement is for the installation of utilities to the Lots in the Subdivision and for drainage and stormwater management throughout the Subdivision. All Lot Owners will take title subject to these easements whether or not the easements are included in the deeds from the Declarant to the Lot Owners.
- 11.3. 20' Access Easement. The Declarant hereby declares a 20' wide Access Easement as

shown on the Plan for the benefit of the City and Association. The purpose of this easement is to grant (i) the City access from Market Street to the existing 20' City Sewer Easement recorded at Book 2549, Page 916 for maintenance and repair of the sewer line and (ii) the Association access from Market Street to the Utility, Grading and Drainage Easement over Lots 33-0, 33-1, 33-2 and 33-3 as shown on the Plan. Said easement may be further documented by a separate recorded instrument conveyed prior to or after recording of the Declaration.

11.4. Blanket Easement. The Declarant hereby declares a Blanket Easement over the Watson's Landing roadway right of way as stated in Note 20 on the Plan for the benefit of City for the purposes of regularly testing water valves and hydrants for leaks and other maintenance activities.

11.4.1. Access and Utility Easement over Lot 33-1. The Declarant hereby declares an Access and Utility over Lot 33-1 for the benefit of Lot 33-0 as shown on the Plan. The purpose of easement is for the installation of utilities to Lot 33-0 and the right and access to repair of same. Lot 33-1 shall take title subject to this easement whether or not included in the deed from Declarant to the owner of Lot 33-1.

12. Common Land and Common Responsibilities.

12.1. Roadways Plowing, Maintenance and Repair.

Watson's Landing, the private road in the Subdivision, shall be conveyed to the Association and become Common Land. The plowing maintenance and repair of Watson's Landing shall be a Common Responsibility. The Declarant, or Association, when the Declarant transfers responsibility and/or ownership to the Association, shall maintain and plow Watson's Landing. The cost, whether conducted by the Declarant or the Association, shall be a Common Expense and each Lot Owner shall be charge a proportionate share of the cost as a Common Expense. The roadway designated as Watson's Landing on the Plan shall remain private in perpetuity.

12.2. Stormwater Inspection and Maintenance Manual Compliance.

The inspection, maintain and repair the stormwater system, including all drainage easements and rain gardens constructed in the drainage easement or in the Subdivision, shall be a Common Responsibility. The Declarant, or Association, when the Declarant transfers responsibility and/or ownership to the Association, shall inspect, maintain and repair the stormwater system, including all drainage easements and rain gardens in accordance with the terms of the Stormwater Inspection and Maintenance Manual, attached hereto as **Exhibit B**. The cost shall be a Common Expense and each Lot Owner shall be charge a proportionate share of the cost as a Common Expense.

12.3. Water Lines.

The water lines, water valves and hydrants serving the Subdivision are private and shall be conveyed to the Association and become a Common Responsibility. The Declarant, or Association, when the Declarant transfers responsibility and/or ownership to the Association, shall maintain the water lines, water valves and hydrants. As noted in paragraph 11.4 above, the City has or will be granted a Blanket Easement over the Watson's Landing roadway right of way to inspect, test and maintain these items even though they are private.

13. Erosion Control.

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. 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:

- 14.1. 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.
- 14.2. 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 extend, 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 prior to such entry.
- 14.3. 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, *if any*. 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.

- 14.4. 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.

15. Amendment, Modification or Waiver by Declarant.

The Declaration may be amended by a two-thirds vote of the Lot Owners, provided each Lot shall have one vote, regardless of the number of Owners. However, any amendment which modifies the terms of any easement or restriction will require the approval of the holder of the easement or restriction. For so long as the Declarant owns one Lot in the Subdivision, the Declarant may amend the Declaration to bring the Declaration into compliance with local, state or federal approvals or requirements, address grammatical or other errors or to bring the Declaration into FNMA/FMAC lending requirements. 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.

16. 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 Sections 4, to the extent that approvals are required, shall terminate in accordance with Sections 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.

17. 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.

18. 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.

19. Notice of Restrictions and Covenants.

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

20. Title Reference.

Being the property conveyed to the Declarant by deed dated March 9, 2011 and recorded at Rockingham County Registry of Deeds at Book 5200, Page 1329.

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

DECLARANT:
Frederick W. Watson Revocable Trust of 1998

By: _____
Robert D Watson, Successor Trustee

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

The instrument was acknowledged before me on _____, 2021, by Robert D. Watson, Trustee of the Frederick W. Watson Revocable Trust of 1998.

Notary Public
My Commission Expires:

EXHIBIT A

See By-Laws attached.

EXHIBIT B

See Stormwater Maintenance and Inspection Manual