
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS**

FOR

WINDSONG PLACE SUBDIVISION

STRATHAM, ROCKINGHAM COUNTY, NEW HAMPSHIRE

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**FOR
WINDSONG PLACE SUBDIVISION
STRATHAM, NEW HAMPSHIRE**

This Declaration of Covenants and Restrictions is made this 25 day of July, 2024, 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 off Bunker Hill Avenue, Stratham, Rockingham County, New Hampshire. The Declaration does hereby adopt the following covenants, conditions and restrictions that are specifically applicable to Lots 1 through 6 (hereinafter "Lot" or "Lots"), within the Windsong Place Subdivision (hereinafter "Subdivision" or "Development"). The approved subdivision plan is entitled "Subdivision Plan for Kennenth F. Lanzillo Irrevocable Trust, Tax Map 6 Lot 167, 189 Bunker Hill Avenue, Stratham, New Hampshire, County of Rockingham," prepared by Northam Survey LLC, dated May 13, 2024 as revised through _____, 2024 and recorded at the Rockingham County Registry of Deeds as Plan D- _____ (hereinafter the "Plan"). The complete plan set of the approved Windsong Place Subdivision, including specifications and details of road and stormwater management facilities, is maintained on file with the Stratham Planning Department.

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; to maintain the landscaping, signage; and to manage stormwater in accordance with the Stormwater Operation and Maintenance Plan, 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 Windsong Place 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 maintenance, repair and replacement of the Subdivision entrance landscaping located on Lot 1, stormwater operation and maintenance, the maintenance and plowing for the roadway until such time as the roadway is accepted as a public way by the Town of Stratham, and such other items deemed necessary for the proper operation of the Association to each Lot Owner, 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. Each Lot Owner shall pay 1/6th of the Common Expenses.
- 1.5 "Common Responsibilities" shall mean and include the maintenance, repair and replacement of the Subdivision entrance landscaping located on Lot 1, stormwater operation and maintenance, the maintenance and plowing for the roadway until such time as the roadway is accepted as a public way by the Town of Stratham and such other items deemed necessary for the proper operation 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 "Town" shall mean the Town of Stratham.

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 the Windsong Place 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.
- 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 members will also elect at least three not more than five members to serve on the Board of Directors. The Board of Directors shall then elect the President, Vice President, Treasurer and Secretary. Each Lot shall have one vote regardless of the number of Owners. The Board of Directors shall prepare an annual budget and assess to each Lot 1/6th of the cost of the maintenance, repair and replacement of the Common Responsibilities, 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 in accordance with the By-Laws.

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 accessory dwelling unit is permissible subject to the approval of the Town of Stratham. 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 Each dwelling shall have a minimum of 1,800 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 and 5. This right shall expire if an Architectural Review Committee is not 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 Town prior to the construction of a driveway. All driveways 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 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 Town 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 Town.
- 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 Town 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 Town 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 Town once the roadways are accepted as public ways on such terms as the Town 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 *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.
- 10.10 *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.
- 10.11 *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. Accordingly, each Lot Owner encumbered by a landscaping or drainage easement shall provide reasonable access to the Lot for the purposes of maintaining the easement areas and shall not make improvements, including the erection of structures or the installation of vegetation which would impede reasonable access to the lot for these purposes.
- 10.12 *Fire Suppression System Maintenance.* All Lot Owners shall be responsible to maintain individual dwelling fire suppression/sprinkler systems in good working order and in accordance with the design specifications on file with the Stratham Building Department.

11. Easements and Restrictions.

- 11.1 *Landscape Easements.* Lot 1 is subject to a landscaping, lighting and irrigation easement for the benefit of the Association. The landscape easement area is shown on the Plan. The repair and operation costs of the landscaping and lighting and irrigation, 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 and until this Declaration is amended by in accordance with this Declaration.

- 11.2 *Vegetated Buffer Easement and Restrictions.* Lot 1 is subject to a buffer easement for the benefit of the abutter of Tax Map 6, Lot 166. The easement area is shown on the Plan and language regarding the buffer easement is noted on the Plan. All lots, except Lot 4, are subject to a 20' vegetative buffer no-cut restriction along the rear boundary lines as shown on the Plan. In the event of dead or dying vegetation in the vegetative buffer area, or in the event vegetation in the buffer area poses a threat to structures or the reasonable enjoyment of the properties, Lot Owners should contact the Stratham Planning Department for permission prior to the removal of vegetation within the buffer area. Nothing in this section shall preclude property owners from removing vegetation within the buffer area in emergency situations where vegetation poses a legitimate threat to public safety.
- 11.3 *Drainage Easements.* Lots 4 and Lot 6 are each subject to a drainage easement for the benefit of the Association for the purposes of maintaining stormwater management facilities. There is hereby reserved for the benefit of the Town drainage easements over Lot 4 and Lot 6 for the purpose of inspecting and repairing the stormwater system, in the event the Association does not properly manage the stormwater system in accordance with Paragraph 13 below.

12. Roadways Plowing and Maintenance.

The Declarant, or Association, if the Declarant transfers responsibility to the Association, shall maintain and plow the roadways and manage trash disposal until the roadways are accepted by the Town. The cost, whether conducted by the Declarant or the Association, shall be a Common Expense and 1/6th of the cost shall be chargeable to each Lot until such time as the roadways are accepted by the Town. Until the roadways are accepted, the Town will not collect trash within the Subdivision. In order to be collected by the Town, all trash shall be brought to either entrance to the Subdivision. Each Owner shall have an easement right to use the roadway for access and egress until such time as the roadway is accepted by the Town.

13. Stormwater Management.

The Declarant, or Association, if the Declarant transfers responsibility to the Association, shall maintain and operate the stormwater management system and throughout the Subdivision in accordance with the Stormwater Management Operation & Maintenance Manual attached hereto as **Exhibit B** and the expense shall be a Common Expense and 1/6th of the cost shall be chargeable to the each Lot. The Town shall have the right, after reasonable notice to the Association, which notice shall include a 30 day opportunity to cure, to enter onto Lots 4 and 6, subject to the drainage easements, to inspect and remedy any deficiencies in the maintenance and operation of the stormwater system at the cost of the Association.

The Declarant, or Association, if the Declarant transfers responsibility to the Associations, shall be responsible to submit an annual report to the Town certifying that the stormwater management facilities have been inspected and are operating in accordance with their design

intent. The complete requirements of the Declarant or the Association related to the stormwater management facilities can be found in the Stormwater Maintenance Agreement entered into between the Town of Stratham and Chinburg Properties, Inc. The responsibility of providing an annual report related to stormwater management facilities shall commence in 2025 and annual reports shall be submitted no later than September 1 of every year.

14. Erosion Control.

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. 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:

- 15.1 A right of way for all purposes over, across and through the roadway, together with the right to install and maintain utilities within or under the traveled portion of said roadway.
- 15.2 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.
- 15.3 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. 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.

- 15.4 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.

16. 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. All amendments to this Declaration of Covenants, Conditions, Easements, and Restrictions shall be subject to the review and approval of the Town of Stratham prior to recording. 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.

17. 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 and 5, to the extent that approvals are required, shall terminate in accordance with Sections 4 and 5, 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. All amendments to this Declaration of Covenants, Conditions, Easements, and Restrictions shall

be subject to the review and approval of the Town of Stratham prior to recording. 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.

18. 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.

19. 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.

20. Notice of Restrictions and Covenants.

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

21. Title Reference.

Being the property conveyed to the Declarant by deed dated _____, 2024 recorded at Rockingham County Registry of Deeds at Book _____, Page _____.

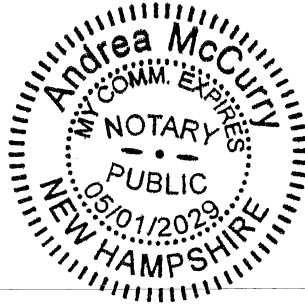
IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above-written.

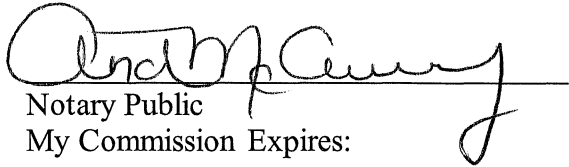
DECLARANT:
CHINBURG DEVELOPMENT, LLC

By: 
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

The instrument was acknowledged before me on July 25, 2024, by Eric J. Chinburg, Manager of Chinburg Development, LLC.




Notary Public
My Commission Expires:

05-01-2029

Exhibit A

See attached Windsong Place By-Laws

Exhibit B

See attached Stormwater Operations & Maintenance Manual