

DECLARATION OF COMMON SCHEME RESTRICTIONS

Rivers Reach Subdivision
Runaway Road and Piscassic Road
Newfields, New Hampshire

WHEREAS, Joseph Falzone, Trustee of Newfields Realty Trust, a under a Declaration of Trust dated May 19, 1999 and recorded at the Rockingham County Registry of Deeds at Book 3392, Page 878 the ("Trust") is the owner of that certain real property located in Newfields, Rockingham County, New Hampshire, shown as lots 1 through 16 (individually, a "Lot," and collectively, the "Lots") inclusive on a plan (the "Plan") entitled "Consolidation and Subdivision Plan for Rivers Reach Subdivision", drawn by Jones & Beach Engineers, Inc., 85 Portsmouth Avenue, Stratham, N.H. 03885, Scale 1"=100', Date: 5/28/99, Revised through 9/17/99, sheets 1 through 3, recorded with the Rockingham County Registry of Deeds as Plan Number D-27624;

and

WHEREAS, the Trust desires to provide for the preservation of the values and amenities of the Subdivision 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 Trust 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:

Trust shall mean Newfields Realty Trust u/d/t dated May 19, 1999 and recorded at Book 3392, Page 878 of the Rockingham County Registry of Deeds.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Subdivision shall mean lots 1-16 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 shall include a garage) only. In-law family apartments will be allowed under the following conditions:

Accessory Family 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 Newfields local bylaws 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. Specific standards are set forth below for such accessory apartment uses.
- 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. Apartment size: The maximum floor size for an accessory apartment within a principle dwelling building shall not exceed twenty-five percent (25%) of the habitable area of the dwelling in which it is located.
- d. Code compliance: The accessory apartment must be determined to comply with current safety, health and construction requirements before occupancy and at every change in occupancy.
- e. 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.
- f. There shall be no more than one (1) accessory apartment for a total of two (2) dwelling units permitted per lot.

g. All permits and approvals required by the Town of Newfields 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 Trust for approval, which approval shall be at the sole and absolute discretion of the Trust. The Trust 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 Trust prior to the commencement of any such work. This provision does not apply to the existing structure on Lot 2.

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 Trust for approval, which approval shall be at the sole and absolute discretion of the Trust. The Trust may reject any architectural plans which it believes in its sole discretion is not in keeping with the 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. . This provision does not apply to the existing structure on Lot 2.

4. 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. The Owner of each Lot prior to the commencement of construction must post a \$500.00 cash deposit with the Trust to insure that a 10' long paved apron is installed at the entrance point to each driveway to control dirt from getting onto the roads. Installation of the apron must be completed prior to the commencement of construction. The deposit will be refunded to the lot owner after the Trust has inspected the pavement apron installation and given written approval to the Lot owner.

5. Miscellaneous Restrictions: With regard to any Lot located within the Subdivision, the following shall apply:

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 or for home business office uses which do not require patronage at the home by non-residents of the house. No patronage or business shall be allowed to be conducted from any such office.

B. No horses or barnyard animals shall be stabled or maintained on any Lot. This restriction does not, however, apply to dogs, cats, birds 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 not larger than 18" shall be located on or near the dwelling in such a way that they are not visible from any public street. No satellite dishes over 18" are allowed. Fences can only be erected after the Trust 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 Trust's sole option and discretion. Examples of fence types which are likely to be allowed include black or green chain link and ornamental wood fencing. Certain low-profile wood ornamental fences located in the front of homes may be allowed upon application to the Trustee.

D. No trailers, campers, mobile homes, boats or other recreational vehicles, non-operative or unregistered automobiles, trucks, machinery, supplies, materials or equipment or any kind shall be stored on a Lot, unless placed wholly within the dwelling or garage.

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

F. No exterior of any dwelling, structure or any other improvement on a Lot shall consist of vinyl masonite or aluminum siding. Only brick, stone, cedar, clapboard or cedar shingle is permitted. Additionally, prior to the commencement of any work involving a proposed brick and/or stone veneer exterior to any dwelling, structure or any other

improvement on a Lot, such proposed exterior shall be submitted to the Trust for approval, which approval shall be at the sole and absolute discretion of the Trust.

G. Roof shingles shall be of "architectural 90" asphalt or equal.

H. 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 Trust for approval, which approval shall be at the sole and absolute discretion of the Trust.

I. All chimney exteriors shall be masonry. All dwellings shall have an exterior chimney.

J. Prefabricated or factory built homes are prohibited.

K. No lot may be further subdivided provided, however, the Trust may adjust lot lines provided no further lots on which a house may be erected are created.

L. The Trust will supply a choice of 3 or more mail boxes with wood or granite posts installed, which each lot owner must select from and purchase.

M. Roof mounted skylights are allowed only when facing the rear property line and mounted on the rear section of the roof. Skylights are not allowed facing the street front property line. Any other location in which a skylight is proposed must first be submitted in writing to the Trust for approval, which approval shall be at the sole and absolute discretion of the Trust.

N. Above ground swimming pools are not allowed. In ground swimming pools are allowed provided that they are located behind the rear building line and are approved by the Trust, which approval shall be in the sole discretion of the Trust. It is the Trust's intention to allow in-ground swimming pools of an architectural design and nature which enhance and do not detract from or interfere with abutter's view of the surrounding landscapes.

6. Garages: Except to the extent otherwise set forth in this Paragraph, the Dwelling on each Lot shall have an attached garage, with a minimum capacity adequate to accommodate two cars and a maximum capacity adequate to accommodate no more than four cars. Garages may be placed under a dwelling upon the condition that there is buildable living area above the garage.

7. Tree cutting: The cutting of vegetation, including without limitation, trees, shall be restricted as follows:

A. The clear cutting of trees and vegetation is allowed within 75 feet for and around any dwelling located on a Lot and any structure incidental thereto and it is allowed to the extent necessary to install a subsurface sanitary sewerage disposal system and for the construction of driveways.

B. If the removal of storm damaged, diseased, unsafe and dead trees results in the creation of a cleared opening which exceeds any of the minimum percentages or limits for clearing set forth in this Declaration, the opening shall be promptly replanted with comparable native species unless existing new tree growth is present.

C. Except to the extent necessary for the construction of any driveways, the installation of a septic system, and related landscaping, no clear cutting of any trees or vegetation shall be allowed within 25 feet of a side boundary line of any Lot and shall in all other regards comply with the terms and provisions of this Declaration.

D. The following maintenance will be allowed on all Lots:

- (1) the pruning of tree branches located on the bottom 1/3 of a tree; and
- (2) the pruning of dead branches without restriction.

8. Dwelling Size: Any dwelling having not more than one story of finished living area shall contain not less than 2,000 square feet of permanently enclosed ground coverage area, dedicated as habitable areas, exclusive of porches, breezeways or attached garages. Any dwelling having more than one story of finished living area shall contain not less than 2,500

square feet of permanently enclosed ground coverage area, dedicated as habitable areas, exclusive of porches, breezeways or attached garages.

9. Signs: No signs of any kind shall be placed or maintained on any lot except for signs advertising the premises as being for sale or for rent in which case such sign shall conform precisely to the then current zoning ordinances for such signs. Excluded from the provision of this section are marketing, development, and financing signs which the Trust may place on the property during development.

10. Except as are set forth on the approved subdivision plan or as subsequently required by the Town of Newfields or the State of New Hampshire, there shall be no on or above ground easement or rights of way granted in or over the premises comprising the lots subject to these covenants. Each lot owner shall use and maintain his or her lot in conformance with the zoning ordinances and/or by-laws for the Town of Newfields, failing which, the Trust or any other lot owner within the subdivision shall have the right to have such zoning ordinance or by-law specifically enforced.

11. Enforcement of Covenants: These covenants are enforceable by the Trust or by any owner of any Lot located within the Subdivision. 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.

12. Modification or Termination of Restriction: For so long as the Trust owns at least one Lot, the Trust reserves the right to unilaterally, and without the consent of any owner of any other Lot located within Subdivision, modify, amend, change or terminate any or all of the restrictions and covenants as herein contained; provided, however, that any such modification, amendment, change or termination shall not apply to any Lots located within the Subdivision which have previously been conveyed, nor shall any such modifications, amendments or changes be less restrictive than the restrictions and covenants contained herein, except that the Trust is authorized to grant special waivers of selected terms hereof at its discretion.

13. Easement to Enter upon Lots: The Trust 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 Newfields or any agency, board, commission or other division of the Town of Newfields, relating to the same. All of the foregoing shall be accomplished without the Trust being guilty of trespass or in any way being answerable for damages. The Trust 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 this Declaration of Common Scheme Restrictions. These rights shall terminate eight (8) years from the date of filing this instrument with said Deeds.

14. 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.

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.

15. Liability of the Trust. Neither the Trust nor the Trustee(s) shall 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 Trustee in violation of this paragraph, the Trust shall be entitled to its attorney fees and costs incurred in defending said action, from the party bringing the action.

EXECUTED under seal this 6th day of March, 2000.

Newfields Realty Trust I



 Joseph Falzone, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

March 6, 2000

Then personally appeared Joseph Falzone, Trustee of Newfields Realty Trust and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Newfields Realty Trust.

Kathryn M. Morin

KATHRYN M. MORIN

Notary Public

My commission Expires: 7/28/00

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