

## **PICNIC ROCK FARM**

### **PROTECTIVE COVENANTS**

These Protective Covenants apply to and include all lots and single family residences within the Picnic Rock Farm Subdivision, Back River Road, Dover, New Hampshire, which units are shown on a plan recorded at the Strafford County Registry of Deeds as Plan 97-38, 97-39, and 97-40. The residences located at Picnic Rock Farm shall have the mutual burden and benefit of the following restrictions, conditions and covenants on the use and occupation thereof, which restrictions, conditions and covenants, except as otherwise allowed or provided by law, shall run with the land and be binding on and inure to the grantor and the owners of the units and their successors and assigns.

### **PURPOSE**

The following restrictions, conditions and covenants are adopted for the benefit of the residence owners of Picnic Rock Farm. They are intended to develop and preserve a clean and attractive environment, and to assure the peaceful enjoyment of the residences and the common area. They are also intended to protect and enhance the value of all residences within Picnic Rock Farm.

1. Use of Residences: The residences in the subdivision shall be used only for residential purposes. Commercial or business use of any nature or kind shall not be permitted, unless such use is permitted as a matter of right under the City of Dover Zoning Ordinance as a home occupation.

2. Garages: Each single-family dwelling shall have a private one-car or two-car garage, either attached to the dwelling residence or under the dwelling residence known as a "drive-under garage." No detached garages will be allowed.

3. Nuisances: No homeowner shall do or permit to be done anything in or about his or her home which will interfere with the rights, comfort, or convenience of other homeowners within Picnic Rock Farm, it being the intent that Picnic Rock Farm shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.

4. Preservation: Each homeowner shall maintain all structures and yard areas in a good

state of preservation and cleanliness. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain. No structure shall be allowed to exist in a state of disrepair, and disrepair or damage to any structure due to any cause shall be repaired to its original condition or similar thereto within three (3) months.

4. Garbage: Garbage, trash and refuse may be removed in suitable regular intervals as directed by the City of Dover. No dumping or burning of garbage, trash or refuse shall be permitted at any residence. No garbage, trash or refuse may be stored at any residence in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. All containers for garbage, trash and refuse shall be kept undercover from view, except for a reasonable time before removal.

5. Home Business: Any homeowner may maintain a personal office for his or her private use in accordance with the Zoning Ordinance of the City of Dover. However, no commercial, industrial, or retail activities shall be permitted in any home.

6. Signs: No business signs or signs for any other purpose shall be displayed, posted or erected on any residence except for name and number signs identifying the owner of the house or street number. Such signs shall not be more than two (2) square feet in area. One (1) temporary sign pertaining to the sale of the home is permitted. No person or business organization working on any residence shall show or display a sign or notice of advertisement of its business or purpose.

7. Awnings: Awnings, canopies or sunshades shall only be permitted in the rear yard area as defined in the Zoning Ordinance of the City of Dover.

8. Structures: Structures such as storage sheds shall only be permitted in the rear yard area as defined by the Zoning Ordinance of the City of Dover and only structures permitted under the Zoning Ordinance of the City of Dover shall be allowed on the lot. No structures other than the home shall be used for residential purposes either temporarily or permanently.

9. Fences: Any fence erected by the homeowner shall be approved by the Declarant, or by the Homeowner's Association. No fence may exceed six (6') feet in height.

10. Recreational Vehicles: The outside storage of recreational vehicles including boats, trailers, campers, motor homes, etc. shall not be allowed at any property in the subdivision

11. Automobiles: The driveways and parking areas for each residence shall be utilized for the purpose of parking operable and duly-registered passenger vehicles, motorcycles, light trucks, and vans. The outside storage of unregistered vehicles shall not be allowed for a period of more than seven (7) days. The outside parking of commercial vehicles belonging to any homeowner which display businesses or advertisements shall not be permitted at any residence. Parking on lawns or landscaped areas is not permitted.

12. Window Air Conditioners: Window air conditioning residence(s) shall only be permitted in the rear yard area as defined by the Zoning Ordinance of the City of Dover.

13. Clotheslines: Clotheslines, hung sheets, blankets, or the like shall not be permitted.

14. Exterior Lighting: Any exterior lighting installed by the homeowner at any residence shall be in keeping with the original by the Declarant and shall be controlled and focused in such a way as not to illuminate any of the adjacent properties within Picnic Rock Farm.

15. Pools: No above-ground swimming pools shall be permitted at any residence within Picnic Rock Farm.

16. Fuel Tanks: No above-ground fuel tanks shall be permitted at any residence within Picnic Rock Farm.

17. Animals: No farm animals, including horses or fowl, shall be maintained at any residence. Domestic pets shall be allowed, but shall not be bred or maintained for purposes of resale. All dogs shall be leashed outside the boundaries of their owners' property. No domestic pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

18. Common Land: The Common Land as shown on the Plan may contain such improvements intended for the common enjoyment of the residence owners as the Declarant, and subsequently the Association, by sixty-seven percent (67%) of its members, shall consider appropriate.

19. Antennas: No homeowner shall erect, install, or maintain any outside television and/or radio antenna. A satellite communication dish not to exceed 18 inches shall be permitted only in the rear yard area or in accordance with the Zoning Ordinance of the City of Dover so long as said satellite communication dish is not visible from the street serving Picnic Rock Farm. Windmills are not permitted on any lot or Common Land.

20. All residence building plans, proposed site work, landscaping plans, and plans for tree removal are subject to the prior review and approval of the Declarant while the Declarant owns any lot within the subdivision, and thereafter shall be subject to the prior review and approval of the Homeowners' Association.

#### **General Provisions.**

(a) All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any property in such subdivision, regardless of how title was acquired for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants will be automatically extended for

successive periods of ten (10) years.

(b) Declarant, as long as it owns an interest in any residence or remains obligated for any development work, reserves the right to itself, its agents, employees, contractor and subcontractors, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the Development as well as to abate, remove or correct any violations of these restrictions, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong, however, the provisions of this paragraph shall not be deemed to obligate the Declarant to in fact take such action before or after it has turned over authority or responsibility for enforcement of these covenants to a successor subdivider/developer or to the Association.

(c) The foregoing Protective Covenants may be amended by an instrument signed solely by the Declarant, as long as the Declarant owns thirty-three percent (33%) of the residences in the Development. Once the Declarant owns less than thirty-three percent (33%) of the residences, or upon voluntary relinquishment of this right to amend, then these covenants may be amended by a two-thirds vote of the owners of the lots within Picnic Rock Farm subdivision.

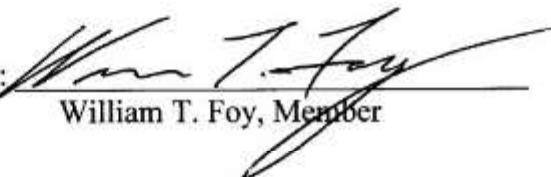
(d) Declarant or the Association, upon relinquishment of the Declarant's enforcement rights, shall have the ability to assess a penalty in the amount of One Hundred Dollars (\$100.00) per day for the violation or breach of any of the covenants, conditions, reservations or restrictions contained in these Protective Covenants, upon failure of a residence owner to cure such violation within fourteen (14) days after notice by certified mail to the owner's last known address.

(e) Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(f) Failure to specifically refer to and include or incorporate these covenants in any deeds to residences shall not in any manner affect the validity and effectiveness of these restrictions upon any residence hereby made subject to them.

Dated this 2<sup>nd</sup> day of July, 2009.

Picnic Rivers Partners of Dover, LLC

By:   
William T. Foy, Member

State of New Hampshire  
Strafford, ss

Personally appeared William T. Foy, Member of Picnic Rivers Partners of Dover, LLC and acknowledged that he executed the above instrument as his free act and deed on behalf of the limited liability company, before me, this 21<sup>st</sup> day of July, 2009.

  
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Notary Public  
My Commission Expires:

