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COPY

PROTECTIVE COVENANTS AND
ARCHITECTURAL RESTRICTIONS
STRAW'S POINT TRUST ASSOCIATION

Whereas, the Straw's Point Trust, established by an Indenture of Trust of Celeste Meigs dated January 13, 1898, recorded in the Rockingham County Registry of Deeds at Book 562, Page 1399, as amended August 20th, 1989, for the benefit of certain land abutting the land conveyed to the Trust, and

Whereas, the land benefitted by said Trust now consists of nine separate parcels of land which are now owned by the undersigned individuals who are therefor the present beneficiaries of the Trust, and

Whereas, the beneficiaries of said Trust are desirous of preserving the unique and picturesque quality and property values of the homes, cottages and grounds owned by the beneficiaries and which bound and are adjacent to the Straw's Point Trust Property; collectively to be referred to as the Trust Neighborhood, and

Whereas, the preservation of, as far as practicable, the architectural details of the individual homes and cottages, as they exist, will fulfill the desires of the beneficiaries and protect the ambience and architectural history of the Trust Neighborhood.

Now come the beneficiaries of the Straw's Point Trust and owners of record of the aforesaid nine (9) parcels and unanimously for themselves, their heirs, successors and assigns adopt the following covenants and restrictions:

That the preservation of the character and ambience of the Trust Neighborhood will be safeguarded by the following:

1. That the houses and cottages located in the Trust Neighborhood shall be used only for single family residential purposes though this provision is not intended to restrict rental of houses or cottages. Rental agreements or leases must reference strict compliance with these covenants by Lessees.

2. That no exterior changes may be made to the facade of any home, cottage, garage or outbuilding located in the Trust Neighborhood which is not in keeping, and in harmony with the architectural style of the Trust Neighborhood as a whole. This prohibition includes, but is not limited to, porches, decks, additions of all kinds, skylights and solar panels.

All exterior changes, modifications, additions and new or replacement structures except as set out in paragraph 6 herein, shall be submitted to an Architectural Review Board consisting of three members, all of whom shall be beneficiaries of the Straw's Point Trust and members of the Straw's Point Association.

The Architectural Review Board shall accept applications for review which shall include sketches or plans depicting the proposed change, addition, modification or reconstruction. The applicant shall also submit a list of proposed materials in said change, modification, addition or reconstruction which

must also be approved.

The Architectural Review Board shall review each application to determine that the proposed change, modification or addition is in keeping with the intent and spirit of these covenants.

The approval of the Architectural Review Board, which must be unanimous, shall not be unreasonably withheld and a decision shall be made within sixty (60) days as not to inconvenience the applicant.

The three members comprising the Architectural Review Board shall be nominated at and elected each year at the annual meeting by a majority vote of the Straw's Point Trust Association, or at a special meeting called specifically for such purpose.

3. The construction or modification, of any structure which is allowed will be pursued diligently and must be completed in a reasonable time.

4. Walls and fences may be erected if designed and constructed with respect for the period architectural features of the Trust Neighborhood as a whole.

5. In the case of destruction by fire, wind, storm or other occurrence of a portion or the whole of the home, cottage or other structure in the Trust Neighborhood the structure affected shall be rebuilt or repaired in keeping with the architectural style and character of the homes and buildings of the Trust Neighborhood as a whole. Owners of homes, cottages, or structures destroyed shall follow the procedures as set out in paragraphs 2 and 3.

6. That the following shall not be affected by these covenants and restrictions:

A. Painting and repainting of any structure.

B. Roofing or reroofing of any structure provided no alteration is made to the roof plane itself.

C. Siding or residing of any structure provided that exterior features are not permanently removed, destroyed or covered and provided that the siding is similar in style, makeup and appearance to the original construction.

D. Storm doors or windows provided original architectural features are not covered, removed or destroyed.

E. Other ordinary maintenance and repair of exterior features which do not involve change in design materials or outer appearance.

7. No noxious or offensive activities shall be carried on upon any property in the Trust Neighborhood nor shall anything be done therein which may be an annoyance or nuisance to the area. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the property, and refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Garages, trash, and other refuse shall be removed at suitable regular

intervals, and no dumping or burning of garbage, trash, or other refuse shall be done on any of the properties. All containers for such garbage, trash and other refuse shall be kept undercover, from view, except for a reasonable time before removal. 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 the original condition or a condition similar thereto.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except household pets, including dogs and cats, provided that they are not kept or maintained for any commercial purpose.

9. No signs, billboards or advertising devices of any kind, including political advertising shall be placed or otherwise installed on any lot or buildings, except signs customarily used to identify the owners or inhabitants thereof, and signs customarily used concerning the sale of residential real estate.

10. No structure of a temporary character, trailer, house trailer, mobile home, auto home, camper, tent, garage, barn tool shed or wood shed shall be used on any lot at any time as a residence, however, this paragraph shall not pertain to temporary guests or invitees.

11. No commercial vehicles, campers, trailers, all terrain vehicles, off road vehicles and snow mobiles shall be used on the premises nor shall any such vehicles, powered or nonpowered, be kept on the premises except if the same be kept stored in a garage or outbuilding conforming to covenant #3, or stored in the rear of the premises. Unregistered or uninspected automobiles or automobiles being repaired, refinished or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure.

12. Enforcement of these covenants and restrictions shall be by any proceeding in law or equity against any person or persons violating these covenants which actions may be instituted by the Trustee or his/her successor or any one or more of the beneficiaries of the Trust.

13. Any of these covenants and restrictions may be waived on a case by case basis by an affirmative vote of the majority of the beneficiaries either at the annual meeting of the Straw's Point Trust or by the receipt of individually executed and witnessed authorization from a majority of the beneficiaries or at a meeting specifically called for such purpose.

14. The Trustee of the Straw's Point Trust shall be authorized to grant waivers of provisions of these covenants and restrictions upon an emergency basis, if circumstances warrant, including the repair or rebuilding in case of partial or total destruction as set out in paragraph 5. The Trustee shall not be held liable or accountable for the granting of waiver in good faith.

15. All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and any purchaser, grantee or successor in interest to any lot or home within the said Straw's Point Trust Neighborhood, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his successors, heirs, administrators, executors and assigns.

16. That the Court shall upon a finding of breach of these covenants shall award reasonable attorney's fees and costs to be paid by the party or parties found in breach of said covenants.

Executed by the undersigned, under oath, on the date specified below.

Date: _____

Witness _____ Kevin King

Date: _____

Witness _____ Madeline King

THREE PAGES OF TRUSTEES
CONTAINED HEREIN.....

Source of title: Deed of Holman T. McLean, et ux, to Kevin and Madeline M. King dated 8/30/65, Rockingham County Registry of Deeds Book 1789, Page 399.

Date: _____

Witness _____ Phyllis H. Carey

Source of title: Deed of Frank I. Carey, Jr. to Phyllis H. Carey dated 10/19/87, Rockingham County Registry of Deeds Book 2711, Page 0467.

Date: _____

Witness _____ Elzey G. Burkham, Jr., Trustee

Date: _____

Witness _____ Nancy F. Burkham, Trustee

Source of title: Deed of Elzey G. Burkham and Nancy F. Burkham to Elzey G. Burkham and Nancy F. Burkham, Trustees dated 12/6/90, Rockingham County Registry of Deeds Book 2862, Page 2777.

Date: _____

Witness _____ Barbara M. Arneson, General Partner
Arneson, Arneson, Parsons & Pourciau

Source of title: Deed of Barbara M. Arneson to Arneson, et ux. dated 7/5/91, Rockingham County Registry of deeds Book 2882, Page 2511.

Date: _____

Witness

Gayle Whittmore Williamson

Source of title: Deed of William Haarstick Whittmore dated 5/29/91, Rockingham County Registry of Deeds Book 2878, Page 2355 and deed of Boatman's Trust Co. dated 5/14/91, Rockingham County Registry of Deeds Book 2878, Page 2354.

Date: _____

Witness

Elizabeth Meigs

Date: _____

Witness

Hildreth Meigs

Source of title: Deeds of Florence E. Dobson dated 9/22/49, Rockingham County Registry of Deeds Book 1142, Page 45 and dated 6/7/51, Rockingham County Registry of Deeds, Book 1211, Page 15.

Date: _____

Witness

Elizabeth Floyd

Source of title: Deeds of Amoskeag Trust Co., Exec. U/W/O Aretas B. Carpenter dated 11/29/67, Rockingham County Registry of Deeds Book 1893, Page 412 and dated 11/29/67, Rockingham County Registry of Deeds, Book 1893, Page 416.

Date: _____

Witness

Alice R. McWilliams

Source of title: Deed of William J. Starr and Amoskeag National Bank and Trust Co., Executors U/W/O Eleanor C. Jackson dated 7/28/83, Rockingham County Registry of Deeds Book 2436, Page 1781.

Date: _____

Witness

Guy A. Swenson, Jr.

Date: _____

Witness

Mary Ellen Vogelsang

Date: _____

Witness

Elizabeth H. Swenson

Date: _____

Witness

J. Malcolm Swenson

Date: _____

Witness

David E. Swenson

Source of title: Guy A. Swenson Estate, Merrimack County Registry of Probate, Number 59874.