

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SOUTHVIEW FARMS

The following is a Declaration of Covenants and Restrictions (hereinafter "Declaration") made by SOUTHVIEW FARMS ASSOCIATES (hereinafter the "Declarant"), a New Hampshire General Partnership, c/o the Law Offices of John F. Bielas, 170 South River Road, Bedford, County of Hillsborough, New Hampshire this 27th day of August, 1990, as it effects certain real estate described herein.

W I T N E S S E T H

WHEREAS, the Declarant is the owner of several parcels of land, situated in the Town of Amherst, County of Hillsborough, State of New Hampshire, and being all that land as shown on "Subdivision Plan, Southview Farms, Amherst, N.H.", Scale: 1" = 100', dated July 1, 1987, and recorded in the Hillsborough County Registry of Deeds as Plan No. 21620 hereinafter referred to as Southview Farms and being more particularly described in Article I; and

WHEREAS, the Declarant desires to develop said land as a private, residential community in accordance with the said Subdivision Plan, the Zoning Ordinances of the Town of Amherst and this Declaration; and

WHEREAS, it is the intent of the Declarant in declaring the foregoing Declaration to: provide for the preservation of the values and amenities of the properties comprising Southview Farms; insure that all the buildings and other structures thereon shall be harmoniously designed and landscaped in a manner consistent with the development known as "Amherst Hills" in the Town of Amherst, New Hampshire; preserve and continue the countrified character of the surrounding properties; and prevent nuisances and other adverse activities within Southview Farms; and

NOW THEREFORE, the Declarant hereby declares that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

INTRODUCTION: All reference herein to Southview Farms Associates shall also include reference to its successors, assigns and its designated representative.

ARTICLE I

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is situated on Boylston Terrace, in the Town of Amherst, County of Hillsborough and State of New Hampshire, and shown as Lot's 3-44-1 through 3-44-12 inclusive and the median areas and common areas within Boylston Terrace shown as Lot 3-44-15, being designated "open space," on a plan entitled:

3K5208 PG0387

"SUBDIVISION PLAN, SOUTHVIEW FARMS, AMHERST, N.H., SCALE: 1" = 100', JULY 1, 1987", prepared by Thomas F. Moran, Inc., Surveyors, recorded in the Hillsborough County Registry of Deeds as Plan No. 21620, and being more particularly described as a certain tract of land situate on the Southerly side of Nathan Lord Road in the Town of Amherst, County of Hillsborough and State of New Hampshire and further described as follows:

Beginning at a point on the Southerly side of Nathan Lord Road at the Northeast corner of Lot 3-44-1; thence

1. South 50 54' 50" East, a distance of 545.06 feet to an iron pin; thence
2. South 59 16' 59" East, a distance of 699.50 feet to an iron pin; thence
3. South 06 23' 08" West, a distance of 519.39 feet to a point in a stone wall; thence
4. South 11 48' 38" East, a distance of 508.36 feet to a point; thence
5. North 69 59' 38" East, a distance of 45.00 feet to an iron pin; thence
6. South 26 14' 13" East, a distance of 313.77 feet to an iron pin; thence
7. South 36 37' 33" East, a distance of 90.66 feet to a point; thence
8. South 28 50' 52 West, a distance of 201.02 feet to a N.H. Highway Bound; thence
9. South 19 16' 56" West, a distance of 222.34 feet to a point; thence
10. South 62 14' 11" West, a distance of 541.74 feet to a hub set in stones; thence
11. South 77 06' 40" West, a distance of 557.23 feet to a hub set in stones; thence
12. North 09 13' 12" West, a distance of 98.99 feet to an iron pin; thence
13. North 08 17' 14" West, a distance of 1143.05 feet to an iron pin in stones; thence

14. North 06 18' 47" West, a distance of 208.36 feet to an iron pin in stones; thence
15. South 66 38' 32" West, a distance of 327.99 feet to an iron pin; thence
16. North 06 54' 26" West, a distance of 841.70 feet to an iron pin; thence
17. North 07 08' 08" East, a distance of 135.00 feet to an iron pin; thence
18. South 88 30' 07" West, a distance of 656.89 feet to a point on the Westerly side of Boylston Terrace; thence
19. Along a curve to the left, having a radius of 435.00 feet on the Westerly side of Boylston Terrace, a distance of 326.87 feet to a point; thence
20. South 45 09' 29" East, a distance of 122.63 feet along the Westerly side of Boylston Terrace to a point; thence
21. South 42 46' 51" East, a distance of 180.27 feet along the Westerly side of Boylston Terrace to a point; thence
22. Along a curve to the left, having a radius of 25.00 feet, a distance of 34.22 feet to a point on the southerly side of Nathan Lord Road; thence
23. Along a curve to the left, having a radius of 183.91 feet, a distance of 164.53 feet to the point of beginning.

EXCEPTING AND RESERVING Boylston Terrace which shall be deeded to the Town of Amherst to become a Town Road, but retaining the Open Space and Median Areas shown on said Plan which shall be retained by the owners of Southview Farms subject to this Declaration.

NOTE: Lot 3-44-13 and 3-44-14 are specifically EXCLUDED from this Declaration.

In addition to the above, Declarant reserves the right to add additional real property to Southview Farms and to this Declaration.

ARTICLE II  
The Architectural Review Committee

An Architectural Review Committee shall be nominated and shall consist initially of one or more partners of Southview Farms Associates, or its properly designated representative or representatives, and shall be controlled and operated coincidental

3K5208 PG0389

with Southview Farms Associates or its representative's control, operation, construction and development of Southview Farms. The main function and primary purpose of the Committee shall be to review, approve or reject plans for construction or development, and supervise and enforce this Declaration, and to serve in such other capacity as is consistent with the provisions of this Declaration.

The control and operation of the Committee by Southview Farms Associates or its designated representative shall expire and terminate at the option and in the sole discretion of Southview Farms Associates or its designated representative upon:

1. The sale and conveyance of Eighty-five percent (85%) of all lots owned by Southview Farms Associates;
2. Or on the date one (1) year from the day of transfer of title of the last remaining site of Southview Farms owned by Southview Farms Associates.
3. Or at such other time as Southview Farms Associates shall select.

Upon the said expiration of the term of office of the said Southview Farms Associates as hereinabove described, the Architectural Review Committee shall become a function of Southview Farms Association, Inc. (as explained in Article III), instrumental thereto, and shall consist of the members elected and designated as the Board of Directors of the Association shall determine. At the Board's option, the Board or any member thereof shall serve as or on the Architectural Review Committee. The Committee shall be composed and shall operate in accordance and coincidental with the powers, terms of office, election procedures, etc., as shall be in effect for the Directors. The Directors and Committee may be one and the same and shall satisfy one of the purposes for the incorporation of the said Association.

ARTICLE III  
Southview Farms Association, Inc.

1. Upon the sale of the third lot, there shall be formed a non-profit corporation known as the Southview Farms Owners Association, Inc. (hereinafter "the Association"), and comprised of all the owners of Southview Farms sites and the Declarant.
2. Each owner of one of the aforementioned sites (or lots, both words may be used interchangeably) shall automatically become a member of the Association and shall have only one (1) vote for each site owned by said Owner provided however, that if more than one person shall be the owner of a site, all such persons shall have the right to attend all meetings of the Association of which

they are members, but all owners of one site present at any such meeting must act unanimously in order to cast the single vote for the site to which they are entitled.

3. Acceptance of a deed of any Lot in Southview Farms by an owner thereof shall indicate agreement by said owner (or owners) to become a member of and be subject to the obligations, duly enacted By-laws and Rules of the Southview Farms Owners Association, Inc. Membership in the Association shall be appurtenant to and shall not be separated from ownership of any site.

4. The Association shall be incorporated under the Laws of the State of New Hampshire for non-profit corporations and shall have, as its corporate purposes:

a. The enforcement of the provisions of this Declaration;

b. The election of three (3) representatives for an Architectural Review Committee;

c. The determination of the manner in which the common space areas located within its boundaries shall be used, enjoyed, maintained and improved, and make and enforce rules and regulations with respect thereto, provided, such reserved areas shall be devoted exclusively to non-commercial purposes and any buildings, landscaping or other disturbance of the land shall be done in a manner to enhance the use, enjoyment and aesthetics of Southview Farms;

d. The assessment and collection of charges to each Lot for administration of the Association, and care and maintenance of the median and common areas.

5. The members of the Association shall have the right to vote on the following matters and no others:

a. The election of the Board of Directors who shall also serve as representatives to the Architectural Review Committee;

b. All matters affecting the conduct of the affairs of the Association of which they are members.

6. The Association shall meet annually on the anniversary date of its formation and at all other such times and places as the Membership shall by simple majority designate, or the Board of Directors shall decide.

ARTICLE IV  
Board of Directors of the  
Southview Farms Owners Association, Inc.

1. The Board of Directors of the Southview Farms Owners Association, Inc. shall be composed of three (3) members who shall be elected for the term and in the manner provided for in the Articles of Agreement and By-laws of said Association. Each Director shall serve for two (2) years but only two Directors may be elected in any one year to provide some continuity of leadership; for the first year of operation, one Board Member shall be elected for one year and thereafter his or her replacement shall serve a two (2) year term.

2. The Board of Directors shall have all powers with respect to the properties reserved to them in said Articles of Agreement and By-laws.

ARTICLE V  
Assessments

1. Lien Assessment. Southview Farms Associates, for each site owned within the property, hereby covenants and each owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Southview Farm Associates or to the Association, once formed;

a. Annual assessments or charges;

b. Special assessments for special undertakings by the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot conveyed and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title and the Association shall have both a lien on the Lot and a debt against its owner(s) at the time such lien arises.

2. Purpose. Assessments levied by Southview Farm Associates or the Association shall be used exclusively for the maintenance of the lighting, landscaping, median, common areas, signage, fences, walkways and other improvements or amenities as Southview Farms Associates or the Association shall determine.

3. Annual and Special assessments must be fixed at a uniform rate for all sites (without regard to size), and shall be collected at least annually and more frequently as the Board of Directors shall determine.

4. In addition to the annual assessments authorized above, the Association may levy in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any expenses for the maintenance of the common areas or construction of any facility or amenity.

5. The annual assessments provided for herein, shall commence as to all Lots on the first day of the month following the conveyance of any Lot by Southview Farms Associates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Southview Farms Associates if the Association has not been formed, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by Southview Farms Associates or the Board of Directors as the case may be. The Association or Southview Farms Associates shall, upon demand for a reasonable charge, furnish a certificate signed by an Officer of the Association, or Southview Farms Associates, setting forth whether the assessments on a specific Lot have been paid.

6. Nonpayment of Assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association or Southview Farms Associates may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the medians, common area, or the abandonment of the owner's Lot.

7. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any site shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. All unpaid assessments shall be borne pro-rata by the remaining Lots not affected by such foreclosure action.

ARTICLE VI  
Medians and Open Space

1. The legal description of the medians and open space is as follows:

Those certain tracts of land shown as the median areas within the road known as Southview Lane and the large open area within the turn around as identified on said Plan as the "Open Space (Lot 3-44-15)". In addition, any approaches, fenced areas, signage, walkways or sidewalks created within the roadway or reserved as an easement within any of the designated Lots shall also be designated as open space (Lot 3-44-15) for purposes of repairs, maintenance and construction of necessary amenities.

2. Every owner shall have an undivided one-twelfth (1/12) fee simple interest in perpetuity in the open space (Lot 3-44-15) that shall be incorporated in the deed to each owner's particular site within the Declaration.

3. The rights and easements of use and enjoyment in the deeded open space (Lot 3-44-15) shall be subject to the right of the Southview Farms Associates or the Association to take such necessary steps and procedures as are reasonable and necessary to protect and maintain the open space (Lot 3-44-15).

4. Every owner shall have the right to delegate such rights of use and enjoyment in the open space (Lot 3-44-15) consistent with this Declaration to his guests and to all persons residing within Southview Farms.

ARTICLE VII  
Use Restrictions

1. No building, alteration, addition, wall, fence or any structure or improvement of any character shall be constructed, nor shall any tree having a diameter greater than four inches (4") or stone walls be removed on any portion of the property designated as Southview Farms and shown on the aforementioned subdivision plan (Plan #21620) until a plan of such construction and the specific location thereon has been approved in writing by the Declarant, their successors or assigns (hereinafter all mention of the Declarant shall include their successors and assigns). All plans and specifications shall be submitted in duplicate; one set to be permanently retained by the said Declarant, and the second set to be signed by the Declarant and returned to the Owner. The Declarant shall, in its sole discretion, approve or disapprove the

said plans and specifications according to the quality of workmanship and materials to be used in the construction thereof, the harmony of the external design with existing or proposed surrounding structures, the location with respect thereto, the topography and the finished grade elevation of the particular site chosen, the affect of the construction on the outlook from surrounding properties and any and all other factors which may, in the sole opinion of the Declarant, affect the desirability or the suitability of the proposed construction. No construction shall be commenced and, no trees or other vegetation removed nor any site shall be graded except in accordance with such approved plans or modifications thereof similarly approved.

Declarant, or the Architectural Committee, as the case may be, shall have complete authority and approval on the removal of any tree having a diameter greater than four (4) inches, or stone walls on any lot to ensure proper placement and balance of each particular lot as it relates to the surrounding lots and Southview as a whole.

Declarant/Architectural Committee shall have approval on the placement of all structures on each lot.

2. No building or structure or any subsequent modified plan approved by the Declarant shall be used for any purpose other than that for which the structure was originally designed and approved without the prior written consent of the Declarant.

3. No portion of Southview Farms shall be used except for private residential purposes and no business, commercial, manufacture or industrial use shall be made of the sites at any time, but professional, trade, and home occupation activities consistent with the zoning ordinances of the Town of Amherst such as architecture, law, crafts, or artistic work may be carried on within the dwelling, provided:

a. The building shall not be structurally erected or altered for this purpose so as to appear other than a dwelling, barn or garage.

b. In no instance shall the aforementioned trade or professional activity occupy a space greater than ten percent (10%) of the entire first floor area of the dwelling in which it is contained. Garages, car ports, decks, porches, patios and terraces shall not be included in calculating the first floor square footage to determine the said ten percent (10%) occupancy thereof. Signs shall conform to restrictions set forth by the Declarant and the Town of Amherst.

c. No noise, odor, or disorderly appearance shall be created to be unreasonably offensive to the surrounding community.

d. Such use shall not generate traffic in such quantity as to be objectionable or unusually obstructive to the residents' circulation. The Declarant's decision on the above shall be final.

4. The exterior construction of any building erected, altered or placed on said premises and grading and landscaping in connection therewith shall be completed within twelve (12) months after commencement of construction. Upon the lot owners' failure to complete the construction within the said twelve (12) months, the Declarant, at its option (but not its obligation), after giving thirty (30) days' prior written notice to the owner of the above-described premises by registered mail sent to said owner's address recited in the Deed of Conveyance, may enter upon the premises and complete the construction of the exterior of the house or the landscaping and grading or both. In doing so, the Declarant shall not in any way be deemed guilty of trespass. Said owner shall be liable to reimburse the Declarant for the cost of any work so required plus a twenty percent (20%) Administration charge and to secure the payment thereof, said Declarant shall have a lien upon the premises to be satisfied prior to reconveyance.

5. Tanks for the storage of fuel maintained on any site shall be buried or attractively enclosed.

6. No trucks having a weight capacity exceeding one-half (1/2) ton shall be permitted on any site.

7. No garbage, rubbish, junk, cuttings or other refuse shall be deposited or permitted to remain on any sites.

8. No building material of any kind or character shall be placed upon any site except in connection with construction approved by the Declarant as hereinabove provided.

9. Clothes lines, drying racks and other appurtenant structures shall be screened or so located as to not be visible from the roadway or any other point on adjacent sites.

10. There shall not be installed, kept or maintained on any site any receiving dish, antenna or aerial of any kind or description used for telephone, radio, television or other communication which is visible from the roadway, or on any point on an adjacent site.

11. No sign of any kind shall be displayed on any site or structure or from the windows of any structure, except one (1) painted sign, not more than two hundred (200) square inches in size, setting forth only the name and the profession, if any, of the owner residing thereon, provided, however, that the said Declarant can approve such other signs as it deems necessary or desirable, during sale of the remaining lots or construction; or

as a distinctive decorative sign to identify the occupants of each site.

12. The Declarant, shall have the right (but not the obligation) to enter upon any site to remove any sign which violates this provision.

13. No unregistered or inoperable motor vehicles shall be moved onto or kept on any site in such manner as to be visible from the roadway or any point on an adjacent site.

14. No temporary house, trailer, tent, garage or other out-building shall be placed or erected on any site.

15. Every owner of every parcel herein shall not obstruct that part of any drainage ditch, swale or sidewalk that is located on its site.

16. The Declarant, as the developer of Southview Farms, reserves the right to deviate from the aforementioned restrictions and uses and to grant approval for structures and uses not consistent with these Articles, and any such deviations from the aforementioned restrictions and uses must be (1) warranted for the ordinary and necessary development of the said area; (2) not in violation of the spirit of the within Declaration; and (3) not adversely affect the general welfare and convenience of Southview Farms owner. Further, the Declarant, may grant permission to qualified owners of Lots 3-44-6, 3-44-7, 3-44-8, and 3-44-9 as shown on Plan #21620 in Southview Farms, for the keeping of riding animals, such as horses or ponies, when it has been shown that said owner is qualified to keep and maintain said riding animals and when the keeping of same shall be accomplished by providing proper fencing and housing and does not adversely affect adjoining lot owners. The Declarant's decision on the keeping of horses and ponies as above recited shall be final.

17. In order for a lot owner to deviate from the restrictions and uses, a lot owner must have unanimous consent of all of the lot owners when three (3) or less lots have been sold by the Declarant. In the event of a unanimous vote, Declarant may veto the lot owner's vote.

Upon the sale of four (4) through eight (8) lots, a lot owner must have two-thirds (2/3) consent of all the lot owners to deviate from the restrictions and uses. In the event of a two-third (2/3) vote, Declarant may veto the lot owner's vote. After nine (9) lots sold, Declarant has no veto power.

For purposes of this section 17, the Declarant shall not have a vote as a lot owner as long as the Declarant retains a veto power.

shall have the responsibility to maintain same in perpetuity.

18. No part, or portion of any of the within lots, shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residential purposes.

19. In no event shall any of the specific lots herein be further subdivided; nor shall any lot or any portion thereof be used as a private or public road, driveway, right-of-way, easement or other access to abutting or adjacent land to the Southview Farms subdivision. Provided however; that the Declarant, or its designated representative or assignee shall have the right to join and add additional land to existing lots, or to relocate boundary lines between lots owned by the Declarant or consenting lot owners.

20. These covenants may be enforced by the Declarant, or any owner or lessee of any lot recited as shown on the aforementioned plan by proceedings brought at law or in equity against any person violating or threatening to violate any of the said covenants, either to restrain such violation, attempt or threat to recover damages or both. If any of said covenants or the application thereof to any person or circumstances shall be held invalid, neither the remainder of said covenants nor the application of said covenants to other persons or circumstances, shall be affected thereby. Failure to specifically refer to and/or incorporate the within Declaration in deeds to lots within this subdivision shall not in any manner affect the validity and effectiveness of these restrictions by this Declaration.

21. Invalidity of any of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect. The failure to enforce any restriction herein, however long continued, shall not be deemed laches or waiver of the right to enforce thereafter these restrictions as to similar or other violations, or as to the same continuing breach or violation.

22. Acceptance of a deed to any lot affected by these restrictions shall be acceptance and consent to these restrictions by the Grantee or Purchaser of said restricted lot.

23. The within covenants and restrictions shall be appurtenant to and shall run with the land and shall remain in full force and effect until January 1 of the year 2050, and thereafter for successive periods of ten (10) years each unless and until an instrument agreeing to specified changes in said covenants and signed by a two-thirds (2/3) majority of the then owners of the land as shown on the plan of the aforementioned Southview Farms; provided however that the Title of the Common and Green Space Areas shall remain in the Lot Owners and the Lot Owners shall have the responsibility to maintain same in perpetuity.

24. The reservation and confirmation of approval on any and all actions undertaken by owners of the within properties as recited above and for purposes of the paragraph hereinafter collectively referred to as the RIGHT, (but excluding the Right of the Declarant to add land to lots or relocate boundary lines as recited in Paragraph 18 which shall survive this Declaration) shall be retained solely by the Declarant, its successors or assigns for the period commencing on the date of the execution of this document and terminating on the date one (1) year from the day of the transfer of the last lot owned by the Declarant, or at the option of the said Declarant, upon the sale and conveyance of eighty-five percent (85%) of all lots presently owned by the Declarant; then and at the time of said termination of the said RIGHT, the said RIGHT shall vest and shall be enforced by a two-thirds (2/3) majority of all lot owners in Southview Farms or upon the formation of a corporation, or association as the aforementioned owners may, by two-thirds (2/3) majority determine as to be the appropriate and practical vehicle or entity to enforce said RIGHT.

25. The Declarant shall have the right to transfer all of its rights, obligations and duties recited herein to another entity upon filing a document of transfer of same in the Hillsborough County Registry of Deeds with reference to this Declaration.

EXECUTED this 27<sup>th</sup> day of August, 1998.

SOUTHVIEW FARMS ASSOCIATES

Adrianna Michalich  
Witness

By: John F. Bielagus  
John F. Bielagus  
General Partner

Adrianna Michalich  
Witness

By: Justin S. Bielagus  
Justin S. Bielagus  
General Partner

Adrianna Michalich  
Witness

By: Karl E. Norwood  
Karl E. Norwood  
General Partner

Adrianna Michalich  
Witness

By: Ronald L. Pomerleau  
Ronald L. Pomerleau  
General Partner

3K5208 PG0399

JOINDER FOR LOT 3-44-12

Ronald L. Pomerleau and Nancy N. Pomerleau, owners of Lot 3-44-12 hereby join in the within Declaration of Covenants and Restrictions and the same shall be applicable to Lot 3-44-12.

Adrianna Mitchell Ronald Pomerleau  
Witness Ronald L. Pomerleau

Adrianna Mitchell Nancy N. Pomerleau  
Witness Nancy N. Pomerleau

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 1990, by John F. Bielagus, General Partner of Southview Farms Associates, a New Hampshire General Partnership, on behalf of the Partnership.

Adrianna Mitchell  
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 1990, by Justin S. Bielagus, General Partner of Southview Farms Associates, a New Hampshire General Partnership, on behalf of the Partnership.

Adrianna Mitchell  
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 1990, by Karl E. Norwood, General Partner of Southview Farms Associates, a New Hampshire General Partnership, on behalf of the Partnership.

Adrianna Mitchell  
Justice of the Peace/Notary Public

SK 5208 PG 400

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 1990, by Ronald Pomerleau, individually, and as a General Partner of Southview Farms Associates, a New Hampshire General Partnership, on behalf of the Partnership.

  
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 1990, by Nancy N. Pomerleau.

  
Justice of the Peace/Notary Public

3K5208 PG0401

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SOUTHVIEW FARMS

RE: Two (2) Riding Animals Per Lot

The following is the First Amendment to the Declaration of Covenant and Restrictions for Southview Farms dated August 27, 1990 and recorded in the Hillsborough County Registry of Deeds at Book 5208, Page 0387 (hereinafter "the Declaration").

W I T N E S S E T H

WHEREAS, Southview Farms Associates, a New Hampshire General Partnership, (hereinafter "the Declarant") executed and recorded the Declaration as recited above; and

WHEREAS, pursuant to Article VII, Section 16, the Declarant has the right and authority to restrict the use of certain lots held by the Declarant pursuant to the Declaration and to grant permission for the keeping of riding animals for Lots 3-44-6, 3-44-7, 3-44-8 and 3-44-9 on Plan #21620; and

WHEREAS, the Declarant desires to specify restrictions for the keeping and maintaining of riding animals; and

NOW THEREFORE, the Declarant hereby amends the Declaration in accordance with this First Amendment and unless otherwise modified, the Declaration shall remain in full force and effect as though fully recited herewith.

In accordance with the reservations retained by Declarant, Declarant hereby qualifies the keeping or riding animals on lots 3-44-6, 3-44-7, 3-44-8 and 3-44-9, on said Plan #21620 by adding the following to Article VII Section 16, as follows:

"the owner of any of the said lots (3-44-6, 3-44-7, 3-44-8, and 3-44-9) shall not keep or permit the keeping of more than two (2) riding animals."

EXECUTED this 2<sup>nd</sup> day of August, 1994.

SOUTHVIEW FARMS ASSOCIATES

Donna Langley  
Witness

BY: John F. Bielagus  
John F. Bielagus  
General Partner

BK5569PG0281

Donna Langley  
Witness

BY: Justin S. Bielagus  
Justin S. Bielagus,  
General Partner

Donna Langley  
Witness

BY: Karl E. Norwood  
Karl E. Norwood  
General Partner

Donna Langley  
Witness

BY: Ronald L. Pomerleau  
Ronald L. Pomerleau  
General Partner

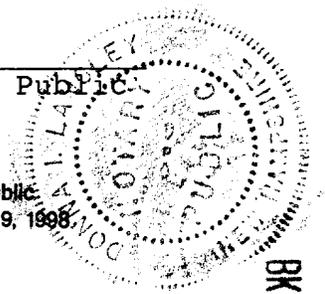
State of New Hampshire  
County of Hillsborough

The foregoing First Amendment to the Declaration of Covenants and Restrictions for Southview Farms was acknowledged before me this 2nd day of August, 1994 by John F. Bielagus.

Donna Langley  
Justice of the Peace/Notary Public

My Commission Expires:

**DONNA I. LANGLEY, Notary Public**  
My Commission Expires November 9, 1998.



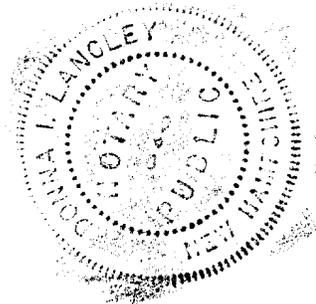
State of New Hampshire  
County of Hillsborough

The foregoing First Amendment to the Declaration of Covenants and Restrictions for Southview Farms was acknowledged before me this 2nd day of August, 1994 by Justin S. Bielagus.

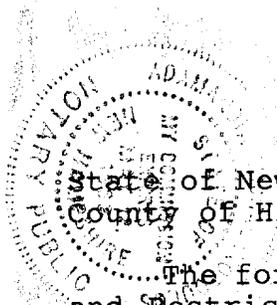
Donna Langley  
Justice of the Peace/Notary Public

My Commission Expires:

**DONNA I. LANGLEY, Notary Public**  
My Commission Expires November 9, 1998



BK5569PG0282



State of New Hampshire  
County of Hillsborough

The foregoing First Amendment to the Declaration of Covenants and Restrictions for Southview Farms was acknowledged before me this 2nd day of August, 1994 by Karl E. Norwood.

Adelmar M. M... ..  
Justice of the Peace/Notary Public

My Commission Expires: May 12, 1998

State of New Hampshire  
County of Hillsborough

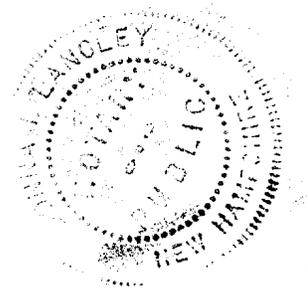
The foregoing First Amendment to the Declaration of Covenants and Restrictions for Southview Farms was acknowledged before me this 2nd day of August, 1994 by Ronald L. Pomerleau.

Donna Langle  
Justice of the Peace/Notary Public

My Commission Expires:

**DONNA I. LANGLEY, Notary Public**  
**My Commission Expires November 9, 1998**

b:1stamend.122/028/svf



BK5569PG0283