

Mary Ann Crowell  
Register of Deeds, Hillsborough County

**DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS**  
**BEECHWOOD COVE HOMEOWNER ASSOCIATION**

This Declaration of Protective Covenants & Restrictions of Beechwood Cove Homeowner Association (“Declaration”) is made this 30<sup>th</sup> day of January, 2024 by **MAKO DEVELOPMENT, LLC**, a New Hampshire limited liability company with a mailing address of 1 Frost Road, Windham, New Hampshire. (“Declarant”).

Declarant is the sole owner of Lots 12-16 and 12-16-1 through 14, inclusive (“Lots”) located in the Town of Pelham, Hillsborough County, New Hampshire created by a plan entitled: *“SUBDIVISION PLAN IN PELHAM, NH MAP 18 LOT 12-16 DRAWN FOR: MAKO DEVELOPMENT, LLC. 1 FROST ROAD, WINDHAM, NH 03087”* dated February 2022, last updated on August 10, 2022, prepared by Edward N. Herbert Assoc. Inc. recorded as Plan #41724 in the Hillsborough County Registry of Deeds (“Plan”).

Declarant approved the Articles of Beechwood Cove Homeowners Association on December 18, 2022 recorded in the Hillsborough County Registry of Deeds (“Registry”) at Book 9695, Page 1789 on April 24, 2023.

On December 18, 2022, Declarant adopted Declaration of Easements, Covenants & By-Laws of Beechwood Cove Homeowners Association recorded in the Registry at Book 9695, Page 1791 on April 24, 2023.

Declarant hereby imposes the following additional covenants and restrictions regarding the use and improvement of the Lots shown on the Plan to ensure a consistent plan of development for Lots in Beechwood Cove.

In consideration of the above, the Declarant states as follows:

1. The use of each Lot shall be limited to residential purposes with one single-family residence having a minimum of 2,800 square feet of finished area, a 10-pitch roof and a 2-car garage. Finished square footage shall be determined by measurement from the outside of the residence. Finished square footage shall not include areas within the garage, deck, porch, patio, terrace, basement, outbuildings, accessory dwelling units or attic spaces, whether finished or not.

2. Each single-family home shall be accessed over a paved driveway extending from Carmel, Newbury or Beechwood Road Extension (“Roads”). All Roads in Beechwood Cove shall remain private and be maintained, repaired and plowed by the Association as requested by the Town of Pelham Class VI or Private Road Acknowledgment and Notice of Limits of Municipal Responsibility recorded in the Registry at Book 9686, Page 768.
3. Each residence shall include its own interior fire protection sprinkler system, septic system and well.
4. No fences, other than decorative fences with a height of less than 2-feet, shall be permitted in the front yard of any Lot. The term “front yard” shall be defined as all areas located between the Road on which the Lot has frontage, and the front wall of the single-family residences, its garage and other out buildings. In the case of a corner Lot, the front yard shall include the area between the Road and the walls of the single-family residence running parallel to each Road.
5. All swimming pools and other exterior improvements to the Lot with the exception of any well or septic system, shall be erected within the rear yard of the Lot. The rear yard shall be defined as that area of the Lot located between the rear boundary line of the Lot and the rear wall of the single-family residence and garage.
6. All new structures shall be completed within 1 year of the Town of Pelham’s issuance of a building permit.
7. No Lot may be re-subdivided nor merged with an abutting parcel.
8. No hazardous activities shall be permitted on a Lot, nor may a Lot be improved in a manner creating a health, safety or welfare risk or create a nuisance for other Lot owners. No activity shall take place on any Lot which would increase the rate of insurance for another Lot.
9. No exterior speakers, horns, whistles, bells or other sound devices, with the exception of security devices, shall be installed on any Lot. No exterior lighting shall be installed or maintained on any Lot which when activated, encroaches onto another Lot.
10. Pets shall be limited to birds, dogs, cats and other common household pets of a nonthreatening nature. No animal shall be kept on any Lot for breeding or commercial purposes. All pets shall remain leashed or crated at all times when outdoors. All Lot owners who own pets shall be responsible for their pet’s solid waste.
11. No rubbish or trash of any kind shall be stored on any Lot. Refuse, garbage and trash must be kept in covered containers at all times and stored inside an enclosed structure, or screened from view behind the single-family residence. Each Lot owner shall remain exclusively responsible to dispose of all garbage and trash from their Lot. Trash containers shall not be placed outside for more than 24 hours before pickup time and promptly returned to storage once emptied.

12. Each Lot owner shall maintain and prune all shrubs, trees, lawns and plantings located on their Lot. To the extent possible, all existing trees located along the side boundary lines of a Lot shall be retained to maintain privacy between Lots. Stumps from cleared trees must be disposed of offsite.
13. No unregistered motor vehicles of any type, or junk cars, may be stored on a Lot. No vehicle larger than a 1-ton pickup truck, nor vehicles with bold advertising, shall be parked, kept, or stored on any Lot, unless garaged to screen them from view.
14. No tents, shacks, house trailers, mobile homes, motor homes, recreational vehicles, buses, boats, campers, wagons, all terrain vehicles, scooters, travel trailers, manufactured housing or other temporary structures may be placed on any Lot at any time unless garaged or screened from view behind the residence. Sports equipment such as volleyball nets, soccer goals or portable basketball goals and garden-maintenance equipment must be screened from view when not in use.
15. All liquid fuel tanks shall be buried underground, or screened from view in a manner consistent with the architecture of the structures located on the Lot.
16. No business, whether for profit or nonprofit, shall operate from a Lot except those which have secured a permit from the Town of Pelham. Under no circumstance shall a business have a sign visible from any Road or have employees working on the Lot who do not live in the residence.
17. No window air conditioners, exterior radio or television antennas, satellite dishes or clothes lines may be installed in a location where it is visible from the Roads.
18. No Lot owner shall interfere with the established drainage patterns shown on the Plan.
19. The within restrictions are intended to benefit all Lot owners, their successors and assigns. Each Lot owner shall have the right to enforce these Covenants at law or in equity. In any action to enforce these Covenants, the prevailing party shall be entitled to recover their costs and reasonable attorney fees. Any failure to enforce these Covenants shall not be deemed a waiver.
20. These Covenants shall run with the title to each Lot and bind all successor owners unless amended by a 2/3 vote of all the Lot owners.
21. The interpretation of these Covenants shall be controlled by New Hampshire law.
22. The invalidation of any provision within these Covenants shall in no way limit the enforcement of other provisions. In the event statutes or local land use ordinances imposes a higher standard, the higher standard shall control as to that provision.
23. A grantee's acceptance of a deed to any Lot shall be construed as their agreement to abide by the terms of these Covenants.

MAKO DEVELOPMENT, LLC

By: Cara Zohdi Trustee  
Cara Zohdi Revocable Trust  
Its sole member

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30 day of January 2024, by Cara Zohdi, Trustee of Mako Development, LLC, on behalf of the trust.

~~Justice of the Peace~~/Notary Public

Printed Name: PAUL W. ZARNOWSKI

My Commission Expires: 2-22-2028

