

BK 3374 PG 2389

**DECLARATION OF PROTECTIVE COVENANTS
FOR AUTUMN LANE AT STRATHAM
STRATHAM, NH**

Whereas Persimmon Builders, LLC is a New Hampshire limited liability company with a principal place of business in the Town of Stratham, County of Rockingham and State of New Hampshire, (hereinafter called the "Developer"); and

Whereas Persimmon Builders, LLC is the owner of real property located in the Town of Stratham known as the "Autumn Lane at Stratham" subdivision, consisting of Lots numbered, 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13 (collectively the "Property" or "Lots" and individually as a "Lot") all as shown on plan entitled "Meadowview Estates Subdivision Plan for Tax Map 4, Lot 8", recorded in the Rockingham Registry of Deeds as Plan #D-27002.

Whereas Persimmon Builders, LLC desires to declare certain Protective Covenants to govern the use of the property at "Autumn Lane at Stratham" for the purposes set forth herein.

Now Therefore, Persimmon Builders, LLC does declare the following Protective Covenants to apply to the above described property:

1. **PURPOSE.** The purposes of these covenants are:

a. To limit the use of the Property to single family residential purposes; b. To preserve, insofar as is practicable, the natural beauty of the Property; c. To prevent nuisances; and d. To provide for quality improvements on each Lot thereby enhancing the value of investments made by purchasers of the Lots.

2. **BUILDING TYPE AND USES.** No building shall be erected, altered, placed or permitted to remain on any Lot other than: a) A single family house with not less than 2,000 square feet of usable living space (not including basement or garage space) of a traditional colonial, cape, garrison or saltbox design; b) A detached or attached garage; and c) A storage or utility shed. No Lot or building upon any Lot shall be used for any use other than single family residential use, however, in-law apartments, as same are defined by the ordinances of the Town of Stratham, shall be permitted. All building construction shall be completed within twelve (12) months after the commencement thereof.

3. **BUILDING PLAN AND DESIGN APPROVAL.** For so long as the Developer owns any Lot subject to these covenants (including any Lot hereafter subjected to these covenants) no building shall be built or altered upon any Lot unless plans showing the Building (or alterations) and the proposed location thereof upon the Lot, have been approved in writing by the Developer. Plans submitted for Developer approval must include a site plan and building elevations showing the exteriors design for all sides of the proposed building. Written approval shall not be unreasonably withheld and approval or denial shall be rendered in writing within thirty (30) days of the date that complete plans are submitted to the Developer.

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4. **LANDSCAPING.** Lots shall be suitably landscaped in reasonable conformity with the other Lots in the development and such landscaping shall be completed within six (6) months after completion of the building of the single family house referenced in the previous Paragraph.

5. **LANDSCAPING DESIGN APPROVAL.** For so long as the Developer owns any Lot subject to these covenants (including any Lot hereafter subjected to these covenants) all landscaping plans shall be approved in writing by the Developer. Plans submitted for Developer approval must identify all plantings and their locations. Written approval shall not be unreasonably withheld and approval or denial shall be rendered in writing within thirty (30) days of the date that complete plans are submitted to the Developer.

6. **FUEL STORAGE.** Tanks for fuel storage shall preferably be placed within a building. External tanks shall only be permitted if: a) buried; or b) wholly screened from sight from the road frontage and sidelines of each Lot.

7. **NUISANCES.** No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which is an annoyance or nuisance to the other Lots.

8. **RUBBISH DISPOSAL.** No dumping, burning or burying of rubbish, waste, trash, garbage or other refuse shall be permitted, excepting refuse generated during the construction process. Rubbish, waste, trash, garbage and other refuse shall be kept in closed containers which shall be located within a building or screened from site except a reasonable time prior to removal, said removal to occur at regular intervals.

9. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except typical household pets (such as dogs and cats and other animals, which commonly reside inside a house).

10. **VEHICLES.** Unregistered motor vehicles and motor vehicles under repair shall be stored in a garage or other enclosed structure.

11. **RESTRICTED USES.** The following are allowed only if located to the rear of a Lot and not readily visible from the road: clotheslines; swimming pools; racquet sport courts; antennae, including dish shaped antennae; boat and recreational storage.

12. **EASEMENTS.** Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan or as may be otherwise recorded in the Rockingham County Registry of Deeds. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels within the easement or otherwise interfere with the easement in any way. The easement area of each Lot and any improvements within it shall be maintained by the owner of the Lot, except for those improvements for which a public authority or public or private utility company is responsible.

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13. **FURTHER SUBDIVISION.** The developer retains the right to further subdivide Lot 7 of the Subdivision and accordingly this Lot is specifically exempted from these Covenants. No Lot which is subject to these Covenants may be further subdivided, however, Lot line adjustments which do not create an additional Lot are permitted.

14. **ADDITIONAL LOTS.** The Developer has the right, but not the obligation, to subject additional Lots to these covenants. To subject additional Lots to these covenants, the Developer must record a notice in the Rockingham County Registry of Deeds specifically identifying the additional Lots.

15. **SEPARABILITY.** Invalidity of any one 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.

16. **ENFORCEMENT.** Enforcement of these covenants shall be by any proceeding at law or in equity to enjoin the violation and/or recover damages against any person or persons violating or attempting to violate any covenant herein established. The Developer and any Lot owner shall have the right, but not the obligation to enforce these covenants. In any action brought to enforce these covenants the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

17. **DURATION OF COVENANTS.** These covenants shall run with the land and be for the benefit of the Lots within the subdivision and shall be binding on all Lots, all owners of Lots, and on all persons claiming thereunder, for a term of ten years from the date this instrument is recorded in the Rockingham County Registry of Deeds (provided that Paragraphs 3 and 5 shall terminate upon the sale of the last Lot by Persimmon Builders, LLC). Thereafter these covenants shall be automatically extended without any documentation or any action of any person for successive periods of ten (10) years each, unless terminated at the end of any such ten (10) year period by the affirmative vote or written election of owners representing not less than a majority of the Lots subject to these covenants evidenced by an instrument reciting said election and recorded in the Rockingham County Registry of Deeds and signed by the owners so electing.

18. **AMENDMENT AND TERMINATION OF COVENANTS.** These covenants may be amended or terminated by the affirmative vote or written consent of the owners of not less than seventy-five (75%) percent of the Lots subject to these covenants, provided that, if the Developer owns any Lot, the Developer must consent in writing to the amendment or termination. Said amendment or termination shall be effective upon the filing in Rockingham County Registry of Deeds of an instrument reciting said amendment or termination and signed by the owners of not less than seventy-five (75%) percent of the Lots subject to these covenants (and the Declarant if the Declarant then owns a Lot). Notwithstanding anything herein to the contrary, Persimmon Builders, LLC shall have the right in its sole and absolute discretion to amend these covenants for so long as it owns any Lot within the Subdivision.

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IN WITNESS WHEREOF, Persimmon Builders, LLC set their hands as of this 16th day of March, 1999.

Deborah L Woods
Witness

Mark Perlowski
MARK PERLOWSKI, MEMBER

Deborah L Woods
Witness

Stephen Fee
STEPHEN FEE, MEMBER

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Dated this 16th day of March, 1999, personally appeared Mark Perlowski and Stephen Fee, as all of the Members of Persimmon Builders, LLC, known to be or satisfactorily proven to be the persons named above, who acknowledged the foregoing instrument to be their free act and deed and that same was executed for the purposes therein contained.

Deborah L Woods
Justice of the Peace/Notary Public