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SEP 27 3 57 PM '83

DECLARATION OF COVENANTS
OF
WINSLOW FARM ESTATES
HUDSON, NEW HAMPSHIRE

This Declaration made this 8th day of JULY, 1983, by Beebe Real Estate, Inc., of 23 Ash Street, Hollis, New Hampshire, hereinafter referred to as "Developer,"

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property designated in ARTICLE II of this Declaration and desires to permit the creation thereon of a residential community with permanent open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values in said community, and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described in ARTICLE II to the covenants hereinafter set forth, each of which is for the benefit of said property and each owner thereof;

NOW THEREFORE, Developer declares that the real property described in ARTICLE II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in the declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

- a. "The Properties" shall mean the realty defined in ARTICLE II hereof.
- b. "Common Lands" shall mean and refer to those areas of land designated as "Open Space" on the plan entitled SUBDIVISION PLAN WINSLOW FARM ESTATES HUDSON, NEW HAMPSHIRE, PREPARED FOR EDMUND C. BEEBE, JR., 17 NOVEMBER, 1981, ALLAN H. SWANSON, INC., LAND SURVEYORS, and ~~to be~~ recorded in Hillsborough County Registry of Deeds AS PLAN NO. 15969 (SIX SHEETS).
- c. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plan of The Properties with the exception of Common Lands as heretofore defined.
- d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any lot as defined above, and, notwithstanding any applicable theory of the mortgage, shall not mean nor refer to a mortgagee, unless and until such mortgagee shall have acquired fee-simple title pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE II

THE PROPERTIES SUBJECT TO THIS DECLARATION

Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Hudson, Hillsborough County, New Hampshire, and is described as follows:

All lots, exclusive of Open Spaces, which are shown on the plan referred to in ARTICLE I-b of this declaration.

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ARTICLE IIICOMMON LAND

1. Each owner of a lot will own also an undivided fractional interest in the Common Lands, which undivided interest shall be inseparable from the ownership of said lot.

2. The Owners of each lot shall pay the taxes assessed against their interest in the Common Lands.

3. No community association will be formed by Developer; however, upon completion of all sales by Developer, or at any time thereafter, the lot owners may elect to form such an association for the purpose of creating recreational facilities within the Common Lands. To create such an association, the owners of two-thirds (2/3) of all lots must vote in favor of doing so. Membership in any such association shall not be compulsory.

Should such an association be formed and create recreational facilities, the association shall have the sole financial and legal responsibility for maintenance of said facilities, and the payment of taxes assessed thereon may be assumed by the association if it so elects.

The association may limit the use of any facilities to its membership.

4. No alteration shall be made to the existing natural condition of the Common Lands except to preserve and enhance their environmental quality or to construct recreational improvements thereon as allowed by ordinances and regulations of The Town of Hudson; provided, however, and notwithstanding the foregoing, Developer shall be entitled, but not required, so long as Developer shall retain the title to at least one (1) lot, but not beyond January 1, 1998, to construct a well or wells at locations of its choice within the Common Lands, to supply water to any or all of the lots. Developer acknowledges that The Town of Hudson does not have authority to approve a private water system.

5. No sonwmobiles, motorcycles, motorbikes, mopeds nor other motor vehicles shall be allowed in or on the Common Lands.

6. No nuisances shall be maintained on the Common Lands.

ARTICLE IVTERM

This declaration shall run with, and bind the land, and shall inure to the benefit of and be enforceable by aforesaid association or the owners of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns. This declaration shall inure, also to the benefit of and be enforceable by The Town of Hudson, at its sole option. Any action by The Town to so enforce shall be absolutely discretionary; and any non-action, omission, disinclination or refusal by The Town to enforce this declaration shall not subject The Town to any legal liability to any person or persons.

ARTICLE VAMENDMENT

This declaration may be amended by a recorded instrument, signed by the then owners of two-thirds (2/3) of the lots, and by The Town of Hudson.

ARTICLE VIENFORCEMENT

Enforcement of this declaration shall be by any proceedings in law or in equity against any person or persons violating or attempting to

violate any covenant herein, either to restrain violation or to recover damages, and failure by aforesaid association, any owner, or The Town of Hudson to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Beebe Real Estate, Inc. by its duly authorized officer has subscribed its name this 8th day of July, 1983.

BEEBE REAL ESTATE, INC.

BY Edmund C. Beebe, Jr.
Edmund C. Beebe, Jr., President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of July, 1983, by Edmund C. Beebe, Jr., President of Beebe Real Estate, Inc., on behalf of the corporation.

Donald S. LeTourrette
Justice of the Peace/Notary Public

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