



**Declaration of covenants and restrictions
For Winnepesaukee Hill Estates
In Wolfeboro and Alton, NH**

B&H Development Corporation, by its co-president Eli Barashi (hereinafter referred to as “the Developer”) hereby declares that the following covenants and restrictions shall run with the land and apply to those forty eight lots and any subdivisions thereof as shown on a plan of land entitled “Subdivision of Land, Winnepesaukee Estates, Wolfeboro and Alton, New-Hampshire for B&H Development” dated April 3, 1989, and recorded on May 23, 1989 at Plan Book 121, Pages 76, 77, 78 and 79, Carroll County Registry of Deeds and approved by the Wolfeboro Planning Board on April 4, 1989, and recorded on June 5, 1989 at Plan Book L7, pages 52, 53 and 54 Belknap County Registry of Deeds and approved by the Alton Planning Board on April 4, 1989. For reference to the Developer’s title see the warranty deed from Winnepesaukee Properties LTD. To B&H Development Corporation, dated June 24, 1987 and recorded on June 25, 1987 at Book 1233, page 115 Carroll County Registry of Deeds and at Book 1008, page 243 Belknap County Registry of Deeds.

Each Grantee, by accepting a deed in this subdivision, covenants for himself, his heirs, successors and assigns to keep and observe the same for a minimum period of twenty years from the recording date hereof and for automatic renewal periods of ten years successively thereafter unless modified by a three fourth vote of the lot owners affected thereby.

1. All lots or parcels of land conveyed shall be used for residential purposes only and the usual and natural uses in connection therewith.
2. No dwelling structure or building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling or appurtenant building.
3. No temporary structure, excavation, basement or trailer shall be permitted upon any lot except as may be necessary in the course of construction of permanent buildings, and all such temporary structures and trailers shall be removed upon completion of any building operation.
4. No mobile homes, manufactured housing units, trailers, travel trailers or campers are permitted except as provided for in paragraph 3.
5. The dwelling constructed on any lot shall have a minimum ground floor area for living purposes of not less than 1,500 square feet and if only one story, it shall have a minimum ground floor area for living purposes of not less than 1,800 square feet.

6. Plans, architectural style, exterior materials and exterior colors of all proposed construction are subject to the approval of the Developer in order to insure a compatibility with existing dwellings and others to be constructed within this development.

Said plans shall also locate all buildings laterally and vertically and the Developer shall have the sole and exclusive right to refuse to approve any plans, designs, specifications or building materials which the Developer deems not suitable or desirable for the overall development of the land.

7. Once construction begins all rough grading shall be completed within six months and the exterior of any building shall be completed within one year.
8. No removal of gravel or soil shall be permitted without the prior written consent of the Developer except as is necessary for construction purposes. All ground surfaces disturbed by construction shall be promptly returned to their natural condition and appearance. All landscaping shall be completed within one year of the initial commencement of building. All building materials and debris shall also be promptly removed from the site upon completion of construction.
9. Any building destroyed in whole or in part by fire or other casualty shall be restored in appearance within six months of said loss or otherwise razed and restored to ground level.
10. No lot may be further subdivided.
11. No noxious, annoying, unsightly activity or materials shall be permitted to exist or remain upon any lot.
12. No unregistered motor or recreational vehicles are to be stored or remain upon any lot except within an enclosed garage.
13. All structures and grounds shall be maintained in a neat and attractive manner, in good repair, and without the accumulation of rubbish and debris, and shall further be restricted as follows:
 - A. Garbage, trash, rubbish and debris must be kept in suitable enclosed containers and out of public view at all times. No burning of the above materials will be allowed.
 - B. All tools, machines, tractors and other equipment will be kept out of public view when not in use.
 - C. Clothes-lines shall be kept out of public view.

14. No commercial use including any business, trade or profession shall be made on any lot or within about any structure thereon. No signs, billboards or advertising devices of any kind shall be placed or installed upon any lot or structure thereon except those used for the sale of the property and if so used shall not exceed six square feet or be illuminated.
15. No building or structure shall be constructed within 50' of any road nor within 25' of any side or rear lot line.
16. All fuel storage tanks, if not contained within a building, shall be buried or enclosed by a structure in conformity with applicable law.
17. No horse, cow, hog, sheep or other livestock shall be kept or maintained on a lot or within any building. Common household pets, reasonable in number, are otherwise permitted, if not a public nuisance.
18. No firearms shall be discharged within the subdivision.
19. No live trees in excess of 10 inches in diameter, at shoulder height, shall be cut or removed unless necessary for the construction of buildings, driveways, yards, gardens or for safety purposes.
20. No live trees, underbrush or plants shall be cut, nor any topsoil disturbed or removed, if located within the "50' buffer area" depicted on the above referenced subdivision plan except for purposes of safety.
21. The 72" oak tree on lot 31 shall be preserved in perpetuity to the extent that it is reasonably safe to do so. Said tree may also be pruned periodically to remove dead or unsafe limbs, or to improve its longevity.
22. All lots on which there is depicted a "slope and drainage area" shall be subject to a slope, embankment and drainage easement in favor of the developer and the other lot owners for all the usual and customary purposes.
23. Easements for the installation and maintenance of utilities and drainage facilities are reserved under, on, over, and within 15' of all public or subdivision roads.
24. The owners of the several lots within the subdivision shall jointly and severally be responsible for the maintenance and management of all road ways and common areas within the subdivision, and each owners upon acceptance and recording of their deed, shall be obligated to pay a 1/48th share, per lot owned, of all association costs and become a member of the Winnepesaukee Hill Estates Property Owners Association. (Here in after Association) which shall have the following powers and duties amongst others.

- A. The duties to maintain, repair, and reconstruct all road ways until such time as they are accepted as town roads by the town of Wolfeboro.
 - B. The power to make and enforce reasonable rules, regulations and by-laws for the use of all road ways and common areas, which rules regulations and by-laws shall be adopted by a majority vote (based on one vote per lot) of all lot owners and which shall not in any way impair the developer or his development of the subdivision.
 - C. The power to levy and collect reasonable annual fees from the several owners of the lots including special assessments for the capital purposes, to accomplish the foregoing. The initial annual fee for the 1989 year shall be \$100 per lot. The developer reserves the right to reasonably increase said fees until such time as 36 lots have been conveyed and upon such occurrence the amount of the annual fees shall be determined by a majority vote (based on one vote per lot) of the lot owners. Said fee shall be paid in full (without prorating) to the association upon passage of title and shall be paid each year thereafter on January 1. It is expressly noted that the developer shall not be a member of the association and shall not be obligated to pay annual fees, nor shall it be allowed to vote. The developer shall, however, be solely responsible for road maintenance and snow removal until such time as 36 lots have been conveyed or at such earlier time as the developer, at its option, may elect whereupon title to the subdivision roads shall be conveyed to and shall be accepted by the association.
 - D. The annual fee and any special assessment shall automatically become a lien on each lot and if not paid within 30 days of January 1st or any other due date for any given year, the developer and/or the association may enforce said lien without limiting any other rights they may have at law or equity, as provided by law for sales under power of sale mortgages pursuant to RSA 479:25 or its successor statues. The above lien, however, shall be subordinate to any lien or encumbrance created by any mortgage or security agreement given by any lot owner to a bank or other lending institution, provided, however, that any mortgagee when in possession and any purchasers on foreclosure, sale and any person(s) claiming under them shall hold said premises subject to the liens, covenants and restrictions enumerated herein.
25. These covenants, easements and restrictions are imposed as part of a general scheme of development for the protection and benefit of the lot owners in the subdivision, but specifically do not apply to that lot to be conveyed to the Lakes Region Conservation Trust.

26. The developer and its successors and assigns, reserve the right to waive, change, or cancel any or all of the covenants, easements or restrictions contained herein with respect to lots in its subdivision if in its judgment or in the judgment of its successors and assigns, the development or lack of development warrants the same, or if, in its judgment, or in the judgment of its assigns the ends and purposes of said subdivision would be better served. The developer also reserves the right to execute and deliver deeds with covenants, easements and restrictions different from those herein contained. All rights in law and in equity for the enforcement of said covenants, easements and restrictions shall be enforceable by the developer, the association, or any individual lot owner.
27. Invalidation of any one or more of these covenants, easements or restrictions by determination of a court of proper jurisdiction or enactment or legislature shall in no way affect any of the other provisions which shall remain in full force and effect.
28. In the event that any party seeks to enforce the provisions contained in this declaration and a suit is instituted to enforce the same, the prevailing party shall be entitled to all reasonable attorneys' fees and court costs incurred in such action.

EXECUTED this 25 day of June, 1989.