

Covenants and Restrictions that run with every owners parcel of land at
Ski & Beach

For grantor's title see deed of Lester W. Clark and Grace S. Clark to American Central Corporation of New Hampshire, dated May 28, 1965, and recorded in Carroll County Registry of Deeds, Book 389 at Page 461.

Subject to the following restrictions which shall run with the land:

1. All lots in the subdivision shall be used for residential purposes except that the grantor or its successors as developers of this development reserves the right to designate on any original or amended recorded plan one or more lots as 'commercial' for the construction and maintenance of drug, grocery and other stores of the type generally known as 'neighborhood stores.' No structure or building shall be erected, altered, placed or permitted to remain on any lot, except a 'commercial lot,' other than one single family dwelling, together with an appurtenant private garage, car shelter, boat house and wharf or pier.

2. Any garage or boat house must conform in appearance to the residence structure on said lot.

3. TYPE, SIZE AND CONSTRUCTION:

Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the *Building Control Committee prior to start of construction. Such approval will be made upon submission of satisfactory plans, specifications and a site plan showing location of structure on lot. Every structure must conform to the following minimum standards:

(a) Any residence erected on any lot in this subdivision shall have a minimum ground floor area of 400 square feet. The side that faces the street shall be considered to be the front of any dwelling erected in this subdivision.

(b) All residences must have private inside bathroom facilities.

(c) All sanitary plumbing shall conform with the minimum requirements of the Department of Health of the Town of Tamworth and the State of New Hampshire.

(d) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint, stain or varnish on any exterior wood surfaces. Exterior walls must be finished with approved siding material or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.

(e) Any reasonable change, modification or addition to the within restrictions shall be considered by the developer, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

4. Any structure erected must be set back not less than 25' from front lot line and not less than 20' from any side street lot line. Side line set back shall not be less than 10'.

5. No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

6. No wharf or pier may be erected without approval of the Building Control Committee.

7. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 10 feet of all side lot lines and 10 feet on all rear lines and 15 feet on all front lot lines in this subdivision. Such other Easements are hereby reserved to enter upon the premises as may be necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.

It is understood and agreed that it shall not be considered a violation of the provisions of the Easement if wires or cables carried by such pole lines pass over some portion of said lots not within the Easement, as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

CARROLL CO. REGISTRY
Rec'd at 11:00 o'clock A. M.

OCT 29 1969

Recorded Book 455 Page
Attest: Henry E. Hill

REGISTER

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8. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises.

9. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision, except those lots so shown as commercial on the recorded plans, nor shall any animals, birds, fowl or poultry except common household pets, be kept at any time thereon.

10. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.

*The Building Control Committee shall consist of three (3) members appointed by the developer. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement.

The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.

11. In order to maintain and improve the Chocorus Ski and Beach Club area, and particularly the recreational area and roads and to pay the administrative costs, labor and materials used for such purposes, the owner of each lot shall on the 15th day of May in each year commencing on the 15th day of May 1965 pay \$25 to American Central Corporation of New Hampshire, or its designated successors and assigns, for such purposes. Annual payments shall be a lien on each lot and if not paid by June 15 of each calendar year the American Central Corporation of New Hampshire or its designated successors and assigns may enforce said lien as provided by law for sales under power of sale mortgages as provided by Section 25 of Chapter 479 of the General Laws of New Hampshire as the lienor shall elect, provided that any mortgagee or mortgagees of record of any such lot shall be given notice by certified mail, return receipt requested, not less than thirty (30) days prior to the date of any sale hereunder.

12. These covenants are imposed as part of a common scheme, shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from May, 1965 and may be extended for successive periods of twenty (20) years by vote of the owners of a majority of lots in said development.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to the said grantees as joint tenants, to them jointly during the lives of both of them, and upon the death of either of them to the survivor of them and his or her heirs and assigns, to their only proper use and benefit forever. And said grantor, its successors and assigns do hereby covenant, grant and agree to and with the said grantees and the survivor of them and his or her heirs and assigns that until the delivery hereof it is the lawful owner of the said premises, seized and possessed thereof in its own right in fee simple, and has full power and lawful authority to grant and convey the same in manner aforesaid, and that the said premises are free and clear from all and every encumbrance whatsoever. And that grantor and its successors and assigns shall and will warrant the same to the said grantees and the survivor of them and his or her heirs and assigns against the lawful claims and demands of any person or persons whomsoever.

