

DRAWING NO. 3

D E C L A R A T I O N

Made By

GLEN LAND CORPORATION

WHEREAS, Glen Land Corporation is the owner of certain real estate situate in the Town of Bartlett, County of Carroll, State of New Hampshire, as shown on Plan entitled "Linderhof Resort Area, Town of Bartlett, County of Carroll, State of New Hampshire, Drawing 3" surveyed and drawn by Tri-State Surveying and Engineering Co., Inc. of Laconia, New Hampshire on September 1, 1970, and which is recorded in Carroll County Registry of Deeds at Plan Book 18, Page 19 on September 28, 1970, and which it obtained under deed of Curry Co., Inc. et al. dated September 4, 1970, and recorded in said Records, Book 472, Page 112, and

WHEREAS, it is the intention of Glen Land Corporation that the area. referred to in the preceeding paragraph shall be developed so far as practical as a planned residential Development; and

WHEREAS, GLEN LAND CORPORATION makes this Declaration for itself, its successors and assigns, as owner and Developer of the area shown on said plan, the benefits and burdens of this Declaration being intended to be for and against the said Glen Land Corporation and any present and future owners of the land shown on said plan.

NOW THEREFORE,

Said Glen Land Corporation, hereinafter known as the Developer, declares that said land shown on said Plan is held and shall be conveyed by it subject to the following covenants, and any person, firm, or corporation hereafter holding or claiming title to any part of said land shown on said Plan

CARROLL COUNTY REGISTRY

RECEIVED 9:00 A.M. Sept. 3, 1971

Leroy Deane

by, from, or under the Developer shall be subject to the provisions of this Declaration whether specifically referred to in any deed or other manner of transfer (voluntary or involuntary) of any such land; and these covenants and restrictions shall run with the land until January 1, 1990 after which time they shall be automatically extended for successive periods of ten years each unless an instrument, signed by the then owners of a majority of all the lots shown on said Plan as constituted at the particular time agreeing to change such covenants and restrictions in whole or in part, shall have been recorded in the Carroll County Registry of Deeds.

GENERAL RESTRICTIONS AND COVENANTS:

1. No lots shall be used except for single family residential purposes, either seasonal or year round. Nothing herein shall prevent the renting of any dwelling or cottage for a single family's residential purposes. Multiple dwelling unit buildings may be erected on a lot or lots with the written approval of the Developer, or if the Developer, or if the Developer no longer owns any of the lots with the written approval of the owners of a majority of the lots shown on said Plan.
2. No trailers, tents or other temporary buildings shall be permitted on the property. No junkyard or place for the storage of discarded machinery, vehicles, glass, paper, cordage, refuse or other waste or discarded material shall be maintained in the subdivision. No owner or occupant of land shall permit ruins from fire or other causes to be left, but shall remove same to ground level within six months. The removal of clay, sod, loam, sand, or gravel shall not be permitted.
3. No area containing less than one lot as shown on said Plan shall be conveyed at any time, except that a lot may be divided between the owners of the abutting lots on either side, and any three lots thus combined shall thereafter constitute only two lots for the purposes of these restrictions. Two or more lots may be used by one owner for the erection and construction of a single family dwelling or cottage without regard to the common boundaries of the lots as shown on said Plan; but the area consisting of such combined lots shall not thereafter be subdivided unless the requirements of these restrictions as to area conveyed and location of buildings are strictly complied with, according to the original lot boundaries as shown on the Plan herein referred to.
4. No building or structure shall be erected, altered, placed, or permitted to remain on any lot unless said building or structure shall be at least 15 feet from each side lot line and at least 15 feet from the rear lot line and at least 20 feet from the bounding sideline of any roads or rights of way adjacent to such lot.
5. Plans, specifications, and site plans for all dwellings must be submitted to the Developer or its authorized agent for written approval prior to commencement of any construction. The Developer shall not unreasonably withhold such approval, provided plans, specifications and site plans are in keeping with the general tenor of the subdivision.

6. All structures erected on any lot shall be promptly and expeditiously completed as to their exterior within eighteen months after construction is commenced. All such structures shall be finished in clapboards, shingles, log siding or any equal quality of exterior finish with no tar paper or tarred shingles, or other types of tarred siding allowed.

7. No sign of any kind shall be exhibited in any way on or above the property of this subdivision without the written approval of the Developer or its and their duly authorized agent.

8. No husbandry of either animals or fowls shall be conducted or maintained upon the property of the subdivision; provided, however, that pets kept within the domicile shall be excluded from this restriction.

9. The grantees shall install and properly maintain on said premises a sewerage system for the disposal of wastes, which shall be so constructed and located as not to interfere in any way with the use and enjoyment of other lots laid out or to be laid out within the area of said Plan, and which shall conform to the statutes, rules and regulations of the State of New Hampshire. No outside toilet or privy shall be constructed or maintained on said premises.

10. All bottled gas tanks shall be enclosed or located so that they are not visible from any other lot or any road.

11. The Developer its successors and assigns, shall have the right to trim and remove trees on said premises only to the extent that they may interfere with the view from lots laid out or to be laid out; no live standing tree of six inches or more in diameter on the stump shall be cut or removed from the premises except with the written approval of the Developer.

12. The Owners of any lot subject to these restrictions shall pay to any Property Owners Association which may be formed any and all assessments and dues imposed by the majority vote of the members for the improvement and upkeep of the utilities and facilities.

13. There is expressly saved, excepted and reserved to Glen Land Corporation, its successors and assigns, as pertinent to all its land retained or conveyed;

- a. the common right and privilege to use and enjoy the roads for all purposes for which the public highways of the Town of Bartlett are used;
- b. the right to install and/or maintain utilities within the boundary of any lot together with the right to enter upon said land for the purpose of trimming and cutting such trees as may from time to time interfere with or endanger the said utilities or their operation. The location of such utilities shall not interfere with existing buildings, nor shall they be placed as to hinder construction of any buildings on any lot.

14. The Developer shall have the right to omit or vary any of the covenants, restrictions and easements contained in this instrument as to any particular lot, in connection with the original sale of the lot, by instrument executed and recorded within fifteen months thereafter, and provided in any event that the consent of the lot purchaser and of the lot owners with immediately abutting sidelines is obtained. Nothing herein shall permit any variance to allow use of any land for other than residential purposes.

15. The Developer shall likewise have the right to change lot lines and areas, and the locations of rights of way, but no such changes shall diminish the size of any lot not owned by the Developer at the time and, in no case shall the Developer establish or offer for sale a lot containing less than 18,000 square feet of ground area.

16. Nothing in this Declaration or in any deed to any lot, unless specifically provided to the contrary, shall obligate the Developer to construct, maintain, repair or be responsible for the condition at any time of any rights of way provided for on said Plan or in any deed to any lot shown on said Plan.

17. The Declarations, covenants and restrictions set forth in this Declaration shall be enforceable by the Developer, its successors and assigns as Developer, or by the Owner of any lot, by proceeding by law or in equity, either to restrain violation, or to recover damages or both.

18. The Developer shall as long as it owns one or more lots shown on said Plan, have the right to waive minor violations of the covenants and restrictions in this Declaration. Thereafter, during the balance of the period said covenants and restrictions are in effect, and of renewal periods as hereinbefore provided, the right to grant such waivers of minor violations shall be vested in the Owners of a majority of the lots shown on said Plan. Any waiver or waivers of, or any failure to enforce any of the covenants and restrictions, shall not be deemed to be a waiver of any future violation committed by the same or any other Owner of any lot, nor shall it in any way be deemed to preclude the future enforcement of any of these restrictions and covenants.

19. Invalidation of any of the covenants and restrictions contained in this Declaration, by judgment or court order, shall in no wise affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Glen Land Corporation by its duly authorized officer has hereunto set its hand and corporate seal this 30th day of August, 1971.

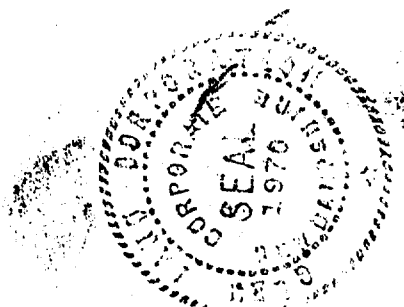
In the presence of:

Jail T. Currier

GLEN LAND CORPORATION

By:

Ronald K. Doyle
Its President



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STATE OF NEW HAMPSHIRE
CARROLL, ss.

August 30, 1971

Personally appeared Ronald R. Doyle, President of Glen Land Corporation, and acknowledged the foregoing to be his free act and deed, and the free act and deed of said corporation, acting in his said capacity.

Before me,

Gail T. Currier
Notary Public

GAIL T. CURRIER, Notary Public

My Commission Expires March 4, 1975

