

APPENDIX "C"

DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE  
TIOGA RIDGE DEVELOPMENT  
AMILY MANAGEMENT, LLC -DEVELOPER  
BELMONT, NEW HAMPSHIRE

WHEREAS, AMILY MANAGEMENT, LLC, of P.O. Box 856, Plymouth, New Hampshire, being the owner and developer of a certain tract of land situate in the Town of Belmont, County of Belknap, State of New Hampshire, being the premises conveyed by Warranty Deed of Country Meadows Development Company, LLC to Amily Management, LLC, dated March 25, 2005, and being recorded at the Belknap County Registry of Deeds in Book 2154, Page 134, and with a Corrective Warranty Deed dated August 17, 2005 being recorded at the said Registry of Deed in Book 2212, Page 41;

WHEREAS, Amily Management, LLC has subdivided the said premises as shown on a certain plan entitled "Subdivision Plan of Tioga Ridge located on Wild Acres Road/Grimstone Drive, Belmont, Belknap County, New Hampshire Prepared for Amily Management, LLC", and being recorded at the Belknap County Registry of Deeds as Plan No. \_\_\_\_\_; and said development shall hereinafter be known as "Tioga Ridge Development";

WHEREAS the said, Amily Management, LLC, is desirous of establishing certain protective covenants for the mutual benefit of the purchasers of the lots as shown on the said Plan in order to preserve and enhance the values of the said lots.

NOW THEREFORE, the said Amily Management, LLC, for itself, its successors and assigns, hereby declare that all of the lots located within said Tioga Ridge Development and as shown on the aforementioned Plan, shall be held and shall be conveyed by them subject to and with the benefit of the following restrictions and covenants which shall run with the land, and any person, association, or entity hereafter holding or claiming title any such lots shall be subject to the provisions of the Declaration, whether or not this Declaration is specifically referred to in any deed or other transfer of any lot, whether voluntary or involuntary.

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1 No part of any lot or any building or structure placed or erected thereon shall be used for conducting or carrying on any trade, business, profession or occupation of any kind whatsoever, provided, however, that such lot and buildings may be leased or rented for residential purposes only when not owner occupied.

2 Any dwelling house erected on the premises shall contain not less than 1,344 square feet of living area exclusive of porches, cellars and attics.

3 All dwellings must have private inside bathroom facilities, a leaching field or dry well, and a septic tank. No chemical toilets or "outhouses" shall be permitted on any lot except during the process of construction. No sewage disposal facilities shall be installed until approval is obtained from the New Hampshire Water Supply and Pollution Control Commission, or any other applicable state agency.

4 The exterior construction, or installation, of any principal residence including the excavation thereof, shall be completed within twelve (12) months of the date of commencement including painting or staining of all outside surfaces which require such painting or staining.

5 All residential structures constructed within the said development shall have a sprinkler system installed in compliance with the standard set by the National Fire Protection Association (NFPA) for the installation of sprinkler systems in one and two family dwellings and manufactured homes.

6 No commercial vehicles other than pick-up trucks or small vans, or disabled, inoperative or unregistered motor vehicles shall be kept or maintained on the lot unless completely enclosed in a garage or other permitted accessory building. All boats, snowmobiles, boat trailers, and similar vehicles shall be stored so as to be out of view from the road and abutting lots with the development to a maximum practical and reasonable extent.

7 No single or double wide mobile homes shall be permitted on any lot at any time. Modular homes shall be allowed in the development subject to the Developer's written approval. A tent, travel trailer or motor home may be stored on the premises provided that no such tent, travel trailer or mobile home shall be used for habitation purposes.

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**8. No lot within this development shall be further sub-divided in any manner.**

**9 All lots within this development shall have sufficient and properly maintained on-site parking, which shall be not less than two (2) parking spaces per lot in the development, with the intent being to leave the roadways within the development unobstructed.**

**10. No building or structures upon the property shall be covered with tar paper or sheathing paper or any other temporary wall covering; all buildings shall be painted, stained and/or use vinyl siding, and erected on complete foundations of either concrete or cement block construction; all roofs shall be completed and finished; all chimneys intended for live fires shall have the flues lined to their entire heights with standard clay lining and shall be equipped with a suitable spark arrester.**

**11. Temporary or portable structures shall not be permitted on said premises except such as may be reasonably necessary during construction of permanent structures and all such temporary or portable structures shall be removed as soon as construction is completed. No temporary or portable structure shall be used as a residence, either temporarily or permanently.**

**12 There shall be no habitation in a garage or toolhouse whatsoever, and no habitation in a dwelling house until it is completed on the exterior and plumbing and sewerage facilities installed.**

**13. No lot shall be used or maintained in any manner which is noxious, dangerous or injurious to the residents or adjoining lots, which prohibition without limiting its scope shall include the discharge of explosives or firearms, and the keeping of animals other than domestic pets.**

**14 Any lot and any improvements thereon shall be kept in neat order and repair at all times, and no waste or refuse or accumulation of any decaying or offensive substance shall be placed or allowed to exist on any lot. All garbage or refuse placed outdoors shall be maintained in a covered sanitary container and all such containers, fuel and other tanks shall be screened from public view or enclosed in appropriate sheds.**

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15. No signs shall be placed on any lot except those pertaining to the sale or lease thereon, or the identity of the owners or occupants thereof, and in no event shall any sign exceed six (6) square feet in size.

16. The subdivision is primarily intended for use as a residential community.

17. The Developer, Amily Management, LLC, and its assigns or successors, hereby reserve the right to change or discontinue any road shown on the herein stated subdivision plan (and later recorded plans), if the change or discontinuance does not substantially diminish or burden access from any lot to any common area and to the public highway.

18. The Developer, Amily Management, LLC, and its assigns and successors, hereby reserve the right to convey the roads and any "open space" and/or "common land" as shown on the present or future plans to the Town of Belmont, to the Town of Belmont Conservation Commission, and/or an applicable town or state agency or organization, or to the Tioga Ridge Homeowners Association, Inc

19. The Developer, Amily Management, LLC, and its assigns and successors, hereby reserves the easement right to travel from the applicable roads within the said development, with persons, vehicles, equipment and machinery, over and across Lot 3 and Lot 4 of the Tioga Ridge Development, and over and across the applicable "open space" of the Tioga Ridge development, to access the two (2) water retention ponds, for maintenance, repair, and replacement of said ponds, and any related drainage pipes, catch-basins, culverts, all as shown on said plan, for the benefit of the owners of any lot within the said development, and the members of the said Tioga Ridge Homeowners Association, Inc.

20. No dwelling or other structure shall be erected within the Tioga Ridge Development until the plans and specifications therefore and location thereof on the lot have been approved by the Developer, Amily Management, LLC, or its successor or assign. It is the intent of this provision to require that structures in the development be in good taste, in harmony with the quality of the structures within the development, and that are appropriate for the site. This terms and conditions of this specific restrictive covenant shall terminate upon the sale and conveyance of all of the lots within the Tioga Ridge Development by the Developer, Amily Management, LLC, or its successor and assigns as developers of this development.

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21 If the grantee(s), or their successors in interest, shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for the Developer, its successors or assigns, or any other person owning a lot in the subdivision to prosecute any proceedings either at law or in equity against the person or persons violating or attempting to violate any such restrictive covenant and either to prevent such violation or attempt or to recover damages for such violation. Invalidation of any of these restrictive covenants by judgement of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

22. If any provision of this Declaration, or application to any person, entity or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons, entities or circumstances, shall not be affected thereby.

23 Until such time as the Developer, its successors or assigns, no longer owns any lots within the said development, the Developer shall have the right to amend the provisions of this Declaration for any particular unsold or group of lots, provided that such amendment does not substantially interfere with the rights of prior purchasers; amended covenants cannot permit activity prohibited by this herein stated Declaration of Restrictive Covenants. An Amendment executed by the Developer, its successors or assigns, shall be effective upon recording at the Belknap County Registry of Deeds to the same extent as it had been originally set forth in this Declaration.

24. All notices and requests to the Developer shall be in writing and mailed and addressed to "Amily Management, LLC, P.O. Box 856, Plymouth, New Hampshire 03264".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

AMILY MANAGEMENT, LLC

BY: \_\_\_\_\_  
Dennis Prescott - Member  
Duly Authorized

RE: TIOGA RIDGE DEVELOPMENT - RESTRICTIVE COVENANTS

STATE OF NEW HAMPSHIRE

County of Grafton

Before me, personally appeared the above-stated Dennis Prescott in his capacity as a Member of Amily Management, LLC, who hereby acknowledged that he executed the foregoing instrument with proper authority and as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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Notary Public - Luke A. Glavey  
My Comm. Expires: 7-28-2009

cc: tioga