

D E C L A R A T I O N

WALTER G. ECCLESTON and MARJORIE M. ECCLESTON, husband and wife, both of Ashaway, Washington County, Rhode Island, hereby impose the following covenants, conditions and restrictions upon all lots sold by them in Middleton, Strafford County, New Hampshire, as shown on a plan entitled "W. G. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H., L. R. Dulac, Developer", Dated December 27, 1964, by R. B. Merriman, as revised, to be recorded in the Strafford County Registry of Deeds and, further, dedicate for certain uses of owners of portions of the lands shown on that plan as hereinafter specified, certain areas on the plan. The Ecclestons, the survivor of them, and their heirs or assigns as developers of the lands shown on the plan, are hereinafter referred to as "the Developer". The obligations and benefits of this declaration may be extended by Walter G. Eccleston and Marjorie M. Eccleston or the survivor of them to any lots sold from other lands in Middleton now owned by them or hereafter owned by them or the survivor of them. This declaration shall remain in effect until January 1, 1985, and on that date and at the end of every succeeding period of twenty (20) years, these provisions shall automatically be extended for a further period of twenty (20) years, provided, however, that they may be amended or terminated, in whole or in part or as to any portion of the affected lands, at any time, by the Developer, or by majority vote of the members of the association of lot owners hereinafter provided for, and herein referred to as the Association.

1. The purpose of this declaration is to insure the use of lots conveyed by the Developer for attractive residential (all year or seasonal) purposes only, to prevent nuisances, and in general to achieve these objectives with no greater restriction upon the free and undisturbed use of his lot by any lot owner than is necessary to insure the same advantages to other lot owners.

2. All conveyances or leases of lots shall be made subject to this declaration.

3. No lot shall be used other than for one-family residential purposes. Buildings permitted under this declaration may be rented for those purposes.

4. No building or structure shall be erected or maintained on any lot other than one single family dwelling which shall not exceed one and one-half stories in height and shall have a ground floor area of not less than 600 square feet (this area including an enclosed (screened or glassed) porch or breezeway, but excluding an open breezeway or garage) and one private garage with no more than two stalls.

5. Each building shall be set back no less than 10 feet from all boundaries of the lot, including adjoining roadways and the mean high water level of Sunrise Lake within the term "boundaries". In the cases of Lots 13 to 20, inclusive, however, the required set back from boundaries other than the mean high water level of Sunrise Lake shall be 5 feet.

6. No boathouses or similar structures within the waters of Sunrise Lake or below the mean high water level of the lake shall be permitted, but one uncovered dock may be erected on each waterfront lot, provided that no part of it shall be closer than five (5) feet from the boundary of any adjoining lot as extended into the lake at right angles with the shore at its intersection with the shore.

7. No poultry, livestock or other animals shall be permitted on the premises except dogs, cats and similar domestic pets.

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8. No lot shall be subdivided, provided, however, that two or more adjoining lots may be purchased by one owner and used as a single lot under the terms of this declaration without regard to the common boundary or boundaries of such lots and, provided further, that two lot owners may purchase a third lot which has common boundary lines with each of them, divide it and add the portions of it to their lots and thereafter use their lots as extended in accordance with this declaration and in reference to the division line of the divided lot, without reference to their former common boundaries with the divided lot.

9. No trailer, tent, shack, temporary structure or any other outbuilding shall be used as either temporary or permanent residence or guest shelter on any lot, and no garage shall be so used. No mobile home or factory pre-built home shall be placed or maintained on any lot without written permission of the Developer; this prohibition includes homes delivered or transported in units of one or more partial or complete rooms, but shall not include standard or custom prefabricated or pre-cut houses.

10. Each residence or garage erected on a lot shall be completed as to its exterior within one year from the start of work on its foundation.

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11. No temporary structure shall be erected or maintained on any lot, except that one such structure (not otherwise subject to the building restrictions of this declaration) may be erected and maintained on a lot if necessary for and used during the construction of a residence or garage on that lot. Any such temporary structure shall be removed one year after its erection or upon completion of the residence or garage, whichever first occurs.

12. No residence or garage shall be covered with tar paper, sheathing paper or any similar material as an exterior wall covering.

13. Sewage disposal on each lot shall be accomplished by means of septic tanks of standard type, properly proportioned for their per capita demand and located in accordance with all applicable state and local laws, ordinances and regulations. The disposal field shall be located no closer than twenty-five (25) feet from the boundaries of any adjoining lot, provided that this restriction shall not apply to lots Nos. 13 to 20, inclusive, on which the field shall be no closer than five (5) feet from the boundaries of adjoining lots. No seepage whatsoever shall be permitted to drain directly into the waters of Sunrise Lake. No chemical closets shall be used. No garbage or other waste material shall be thrown onto the land or into the lake or allowed to pass into the lake for disposal.

14. Lots Nos. 37 and 38 are reserved to the owners of lots which do not have shore frontage, and may be used by those owners for the launching of boats and, as they may agree, for the docking and temporary storage of boats. These lots shall not be used for swimming, picnicking, or any other activities.

15. The community beach shown on the plan is reserved to the owners of lots which do not have shore frontage. It may be used by those owners, their families, tenants and guests for swimming, sunbathing and picnicking in common with each other.

16. The twenty-five (25) foot access strip to Sunrise Lake lying between Lots Nos. 49 and 50 shall be used only by such lot owners and for such purposes as may be expressly granted by the Developer hereafter.

17. The "reserved areas" and roads shown on the plan may be used as rights of way by the lot owners in common with each other, and for other community purposes in keeping with the purposes of this declaration.

18. This declaration constitutes a mutual covenant running with the land, and may be enforced by the Developer and by the individual lot owners, their heirs and assigns. Invalidation of any provision of this declaration by judgment or court order shall not affect the other provisions, which shall remain in full force and effect. Any deed, lease or other instrument made in violation of any provision of this declaration shall be void ab initio to the extent of such violation, and may be aside to that extent (or to greater extent or in full, if necessary to effect the purposes of this paragraph) on petition of the Developer or one or more lot owners

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or an officer of the association duly authorized for the purpose, and all costs and expenses of such petition and subsequent proceedings, together with reasonable attorney's fees, shall be taxed against the grantor or grantors executing such instrument in violation, and these costs, expenses and attorney's fees shall, from the date of such petition, be secured to the petitioner by a lien against the owners of the real estate conveyed, leased or otherwise affected by such wrongful instrument.

19. After sale by the Developer of 40 lots as shown on the plan or on adjoining lands as above mentioned, the Developer shall, on request of a majority of the then lot owners, convey to the association, after its proper formation as hereafter provided, all its reversionary interest and title to the rights of way, access roads, community beach, lots Nos. 37 and 38 and other "reserved areas", together with the fee that it may have in such rights of way, lots, community beach and reserved areas and all other rights it may then have under this declaration, subject to all conveyances theretofore made by it, and provided that so long as it shall own or hold any lots either for sale or for its own use it shall be entitled to participate and vote in the affairs and meetings of the corporation as a single member, with one additional single membership vote for each cottage that it maintains and uses in the development either for its own use or for rental.

20. The association shall be formed by and at the expense of the lot owners, and may be formed at any time after the sale of 40 lots. Membership shall be open to all lot owners, and shall be restricted to lot owners. Upon the formation of the association, any later conveyance of lots by the Developer shall be upon the condition that the grantee, his heirs and assigns, shall become and continue a member of the association, and this provision shall be included in such deeds. The association shall be a non-profit corporation organized under the Laws of the State of New Hampshire and its Articles shall specify that among its purposes and duties are the enforcement of the provisions of this declaration, the maintenance and preservation of all common properties, easements and rights of way, and of vacant lots, in a clean and sanitary condition, including removal of rubbish and waste therefrom insofar as the corporation may lawfully act, and the transaction and prosecution of all other lawful business. The Articles or Bylaws shall provide that each lot owner shall be entitled to one vote per lot in all association affairs, provided that this shall not apply to a lot subdivided between two neighbors as provided in Paragraph 8 above. The Bylaws shall further provide that the annual meeting of the association shall be on a Saturday during the months of July or August and that the association may appoint an executive committee with general powers to manage the association's affairs consistent with the Bylaws and the purposes of this declaration.

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WITNESS our hands and seals this 15 day of February,
1965.

Laurence D. King
Witness to both

Walter G. Eccleston
Walter G. Eccleston

Marjorie M. Eccleston
Marjorie M. Eccleston

THE STATE OF RHODE ISLAND
WASHINGTON COUNTY

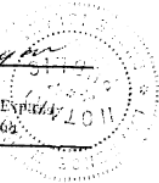
On this 15 day of February, 1965, before me the undersigned officer, personally appeared the above named Walter G. Eccleston and Marjorie M. Eccleston, known to me to be the persons whose names are subscribed to the within instrument and acknowledged the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Laurence D. King
Notary Public

My Commission Expires
June 30, 1968

My Comm. Exp.



RECEIVED 2:30 P.M. MAR 17, 1965

EXAMINED BY

Jama F. Pickett


REGISTER

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(4) That said corporation does hereby ratify any and all conveyances and transactions made by its duly authorized officers to the date of these presents.

(5) That in the absence of the President, Vice President or Treasurer of said corporation, and as a matter of convenience, that the Clerk of said corporation be authorized to execute purchase and sales agreements and deeds of conveyance of any parcel or parcels of land from said Middleton development in the name of and on behalf of the corporation and with the same powers as vested in the President, Vice President or Treasurer of said corporation.

(6) That this vote shall be a grant of continuing authority and power and shall remain in full force and effect until revoked by a vote of the directors of said corporation with said revocation being recorded in Strafford County Registry of Deeds, and upon recording said revocation, it shall become effective.

Ernest Shute
Clerk


RECEIVED 4:05 P.M. Feb 14, 1967

EXAMINED BY:

Marjorie E. Holmes

REGISTER

SUPPLEMENTARY DECLARATION

WALTER G. ECCLESTON and MARJORIE M. ECCLESTON, both of Ashaway, Washington County, Rhode Island, and HAMPSHIRE SHORES, INC., a New Hampshire corporation with its principal place of business at Middleton, Strafford County, New Hampshire, jointly and severally declare that all conveyances made by them or any of them of lands in Middleton, which have been, now are or may in the future be owned by Walter G. Eccleston and Marjorie M. Eccleston or either of them and which are included in those lands shown as lots, roads, rights of way, "Community Beach", and access or reserved strips or lots of any nature on the plan identified as "W. G. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H., L. R. Dulac, Developer by R. B. Merriman, December 30, 1966", recorded in the Strafford County Registry of Deeds, Pocket 5, Folder 3, Plan 26, are subject to the provisions of the "Declaration" executed by Walter G. Eccleston and Marjorie M. Eccleston and recorded on March 17, 1965, Book 792, Page 81,

and Walter G. Eccleston and Marjorie M. Eccleston hereby give and grant to Hampshire Shores, Inc. and its successors and assigns as owner and developer of all or any portion of the lands shown on that plan or any other lands in Middleton now owned or which in the future be owned by them or either of them, the right in its own name to extend the obligations and benefits of the "Declaration" to any or all of such lands with Hampshire Shores, Inc., or its successors and assigns as developer, to have all rights reserved to the "Developer"

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under the terms of the "Declaration".

In Witness Whereof, Walter G. Eccleston and Marjorie M. Eccleston have set their hands and seals and Hampshire Shores, Inc. has caused its corporate name and seal to be hereto affixed, this 31st day of January, 1967.

Charles F. Trucopetto
Witness to both

Walter G. Eccleston
Walter G. Eccleston

Marjorie M. Eccleston
Marjorie M. Eccleston

HAMPSHIRE SHORES, INC.

Charles F. Trucopetto
Witness

By Walter G. Eccleston
Duly authorized Treas.



State of Rhode Island
County of Washington

On this 31st day of January, 1967, before me, the undersigned officer, personally appeared Walter G. Eccleston and Marjorie M. Eccleston, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Charles F. Trucopetto
Notary Public

Rhode Island
State of ~~New Hampshire~~
Stafford, SS County of Washington

On this the 31st day of January, 1967 before me,