

PROTECTIVE COVENANTS
OF
CURTIS COMMONS SUBDIVISION
MILFORD, NEW HAMPSHIRE

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PROTECTIVE COVENANTS
OF
CURTIS COMMONS SUBDIVISION
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Now comes Curtis Commons, LLC (hereinafter "Curtis Commons"), a New Hampshire limited liability company, with a mailing address of 3 Tech Circle, Amherst, NH 03031, being the developer of a certain subdivision known as "Curtis Commons" in Milford, New Hampshire, Hillsborough County, New Hampshire; as shown on a plan entitled Subdivision Plan for James & Beverly Brown, Tax Map 42, Lot 37, Union Street, Milford, New Hampshire", Prepared by Duval Survey, INC. dated October 19, 2007 through revision #8, 9, 10, 11, 12 and 13 dated December 20, 2012 and recorded in the Hillsborough County Registry of Deeds as Plan No. 37600 (hereinafter the "Plan") for the mutual benefit of the present and future owners and mortgagees of said lots, hereby declares the following covenants and restrictions which shall run with the land, subject to the provisions of Paragraph 21 hereof, which are binding upon all present and future owners of said lots, their heirs, successors and assigns. These covenants shall be deemed appurtenant to Lots 11 through 38, inclusive, within the subdivision whether or not they are set out at length in subsequent conveyances.

1. APPROVAL OF PLANS

So long as Curtis Commons has rights to any lot within the subdivision, no lot owner shall begin to construct a residence until plans have been submitted to Curtis Commons for review and approval. Plans submitted shall consist of floor plans, elevation plans showing all facades, specifications, exterior color, roof color, garage orientation, landscaping, fencing and any proposed tree cutting.

Construction of homes shall, in Curtis Commons sole discretion, include the following architectural features:

- A. Enlarged corner boards, minimum 6 inches in width on colonial style homes;
- B. Mailboxes approved by Curtis Commons may be attached to the posts at roadside. If the post, street number or mailbox is damaged or removed, prompt replacement of the like shall be the responsibility of the lot owner; Granite mailbox post with black mailbox.
- C. Curtis Commons reserves the right to approve alternate architectural features in keeping with the character and quality of the subdivision.

Curtis Commons may approve, disapprove or approve with conditions, in its sole and absolute discretion, any plans submitted to it within 20 calendar days after submission. If Curtis Commons fails to act within said 20 days, said plans shall be deemed approved.

No approval need be recorded at the Hillsborough County Registry of Deeds. If a lot owner has violated the provisions of this covenant, Curtis Commons, so long as it has rights to any lot within the subdivision, may record a notice of violation at the Hillsborough County Registry of Deeds.

Curtis Commons may also bring an enforcement action provided that, if no enforcement action is commenced in the Hillsborough County Superior Court with regard to said violation within one year after the recording of the notice of violation, the notice shall be deemed to have expired and be of no further force and effect. In the absence of the recording of such notice all persons may presume that there is no violation of this covenant.

No one, including homeowners or anyone holding by, through or under a homeowner, shall have any right at law or in equity or otherwise against Curtis Commons, its Agents or Employees arising out of the exercise or non-exercise of its rights pursuant to this paragraph save only for any action taken in bad faith.

Curtis Commons shall not be obligated to maintain any plans, specifications or records of approvals upon the expiration of 60 days after its last sale of a lot within the subdivision.

2. MINIMUM SIZE OF RESIDENCE

No residence shall be constructed with less than 1,500 square feet of living area, excluding garages, basements, porches and barn or storage areas.

3. EXTERIOR SURFACES, COLOR

All structures shall have exterior wall surfaces covered with brick or stone veneer, approved stucco application, or cedar clapboards or shingles, vinyl siding or a combination of any of the aforesaid. The use of simulated or artificial brick or stone, or aluminum siding or any other similar materials may be allowed at the sole discretion of Curtis Commons. Roofing materials shall be either wood shingles or

"architectural" shingles. All dwellings shall be constructed on poured concrete foundations.

Exterior colors shall be submitted to Curtis Commons for approval prior to the start of exterior siding. Colors should be chosen in natural, neutral tones.

4. FOUNDATION ELEVATIONS

A maximum of twenty-four (24) inches of foundation on the street side of the home may be exposed above the finished landscape grade.

5. STONE WALLS AND FENCES

Stone walls that are in place upon the sale of the lot by Curtis Commons, shall remain intact unless removal or alterations are approved by Curtis Commons, so long as it has rights to any lot within said subdivision thereafter.

All fencing shall be wood, vinyl or natural stone. Black, vinyl coated chain link fencing is permitted in backyards. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved tennis court layout or swimming pool enclosure. All fences shall be constructed with finished side facing away from the dwelling.

6. LANDSCAPING

Attractive landscaping is an essential element of the maintenance of property values in a subdivision. As such, Curtis Commons reserves the right for as long as it has rights to any lots in the subdivision, to require landscaping to be utilized which, in its sole discretion, is in keeping with the character of the subdivision and which will maintain property values. All landscaping, as approved in the site plan for approval, will be finished concurrently with substantial completion of the dwelling. Provided, however, that if substantial completion does not occur before November 15th, the landscaping shall be completed before June 25th of the following year.

Landscaping shall include, but not be limited to, front and side lawns, shrubs and plantings and a front walkway, each to be approved as provided herein.

7. TREE REMOVAL

No healthy living trees with a diameter in excess of six (6) inches shall be cut at any time within ten (10) feet of any property line including the lot frontage on the roadway, without the express approval of Curtis Commons so long as it has rights to any lot within said subdivision, dwelling.

8. LAND USE, BUILDING TYPE AND ENVIRONMENTAL RESTRICTIONS

Each lot shall be used only for residential purposes. Such use must conform fully with the Town of Milford Zoning Ordinance.

Above ground swimming pools are allowed with the prior consent of Curtis Commons. All swimming pools shall be properly screened so that the pool is not visible from the roadway.

No metal buildings are permitted.

9. NH DEPARTMENT OF ENVIRONMENTAL SERVICES MANDATED RESTRICTIONS

A. Water Quality

All of the lots are subject to the following environmental restrictions to ensure water quality

- a. Only non-phosphate fertilizers shall be used on any lot;
- b. The lawn area on each lot shall be no more than .5 acres;
- c. The total disturbed area on each lot shall be no more than .7 acres (disturbed areas include any areas disturbed for the construction of the house, driveway, lawns and other structures, but shall not include the portion of any lot disturbed for the construction of the roadway and associated drainage;
- d. The total impervious area on each lot (i.e. paved, concrete or roofed areas) to be no more than .1 acres.

e. The remaining area of each lot must remain in its natural state.

The above conditions represent enforceable conditions established by NH Department of Environmental services that are necessary to meet NH surface water quality standards.

10. SUBDIVISION

There shall be no further subdivision of lots except for boundary line adjustments between abutters, which do not create additional buildable lots.

11. EXCLUSIVE RIGHT TO BUILD

Curtis Commons reserves the right to require a purchaser to utilize Curtis Commons preferred builder to construct the home on any lot in the subdivision.

12. TIME FOR CONSTRUCTION

The construction of any building shall be completed within nine (9) months from the time construction is begun. Completion is defined to include, but not be limited to, exterior finishing, landscaping, paving and painting.

13. BUILDING AND SITE MAINTENANCE

During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked on site or placed within the incomplete structure. Stockpiling of materials and parking of construction vehicles and equipment when not in use shall be no closer than 50 feet from the roadway.

Construction debris shall be kept in a dumpster and Curtis Commons shall have the right to impose additional reasonable controls on construction.

Any disturbance to the land area within the subdivision roadway right of way shall be repaired to include grading, loam and seed, and replacement of any shrubs or plantings which have been damaged or destroyed.

14. ANIMALS AND PETS

No livestock or poultry of any kind shall be kept on any lots. Domestic dogs and cats are permitted provided that no kenneling or breeding for commercial purposes shall be allowed.

15. YARD MAINTENANCE

All lot owners shall maintain lawns and landscaping in an attractive manner. By way of example, but not of limitation, the front yards shall be kept free of children's swing sets, swimming pools, clotheslines, antennas or satellite dishes with diameters larger than 24 inches, or the like.

16. SIGNS

No signs or billboards shall be erected or displayed on any lot or building thereon except a size not

exceeding four (4) square feet as may pertain to the lease or sale of a lot or home.

17. RUBBISH DISPOSAL

No dumping, burning or burying of rubbish, waste, trash, garbage or other refuse shall be permitted. Garbage, trash and other refuse shall be kept in closed containers which shall be screened from sight or located within a building, and removed at regular intervals.

18. FUEL STORAGE

No external tank for fuel storage shall be maintained unless buried, screened from site or located within a building.

19. ENFORCEMENT

Enforcement shall be by (1) Curtis Commons, so long as it has rights to any lot within the subdivision; and/or (2) any land owner within the Subdivision; and/or (3) the Town of Milford. The enforcement shall be against any person violating or attempting to violate any covenant herein established to enjoin the violation and/or recover damages. The prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

20. SEPARABILITY

Invalidity of any covenant by court order shall not affect the remaining covenants which shall remain in full force and effect.

21. EASEMENTS

Curtis Commons hereby reserves:

1. A Non-Disturbance Area on portions of Lots 37-11, 37-16 and 37-17 as shown and noted on said Plan; 18.
2. A Drainage Easement over a portion of Lot 37.16 as shown and noted on said Plan;
3. A Slope Easement over a portion of Lot 37.17 as shown and noted on said Plan;
4. A 15' easement off the proposed right of way (or wider; as shown on plan) for the purpose of Grading, Drainage, Tree Removal and Utilities.

22. TERMS: AMENDMENTS

These covenants shall run with the land and be for the benefit of lots within the subdivision, and shall be binding on all lots, all purchasers of lots, and all parties and all persons claiming thereunder, for a term of twenty-five (25) years from the date of recording. Provided that, Paragraphs 1, 3, 5, 6 and 7, to the extent that approvals are required, shall terminate upon the point at which Curtis Commons no longer has rights to any lots. After the first twenty-five (25) year

period, these covenants shall automatically extend for successive ten (10) year periods unless and instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded repealing said covenants.

Curtis Commons shall have the right in its sole an absolute discretion, to amend these covenants for so long as it has rights to any lot within the subdivision.

After Curtis Commons no longer has rights to any lots, these covenants may be amended, at any time, by an instrument in writing executed with all the formalities of a deed and recorded at the Hillsborough County Registry of Deeds by the then owners of a two-thirds (2/3) majority of the lots in the subdivision. It is the specific intent of this paragraph that each lot shall have one vote to amend these covenants.

A lot owned in co-tenancy, or by a corporation or by a trust or by other entity recognized by law shall be entitled to one vote, it being the responsibility of the entity owning the lot to select the individual who shall exercise the vote for said lot.

In witness whereof, Matthew Arel, Manager of Curtis Commons, LLC, duly authorized, has hereunto set his hand this 21st day of June 2019 for the purposes of declaring and establishing these covenants.

Curtis Commons, LLC

By: _____

Matthew Arel, Manager of

The foregoing instrument was acknowledged before me this 21st day of June by Matthew Arel, Manager of Curtis Commons, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained on behalf of the limited liability company.

State of New Hampshire

County of Hillsborough

Ruth Slater

(Signature of notarial officer) Title (and Rank)

My commission expires _____

**RUTH A. SLATER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 2, 2023**

