



DECLARATION OF RESTRICTIONS
OF
WHITETAIL RIDGE

THIS DECLARATION OF RESTRICTIONS, made as of the ____ day of _____, 2020, by Brett W. Vaughn, Trustee of the Brett W. Vaugh Revocable Trust Agreement, u/d/t dated May 25, 2011, with an address of 123 Wilson Hill Road, Merrimack, Hillsborough County, New Hampshire (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described as thirteen lots situated in Merrimack, County of Hillsborough, and State of New Hampshire, and shown as Lot 4A-23-1 through 4A-23-13 on a plan entitled “Subdivision Plan, Oak Ridge, Tax Map Parcel 4A, Lot 23 (123 Wilson Hill Road) Merrimack, New Hampshire, prepared for and Land of Brett W. Vaughn, 123 Wilson Hill Road, Merrimack, New Hampshire”, Scale: 1” = 100’, dated June 27, 2016, Last Revised July 16, 2018, prepared by Fieldstone Land Consultants, PLLC, and recorded at the Hillsborough County Registry of Deeds as Plan # 39983, to which plan reference should be made for a more particular description.

WHEREAS, Declarant’s design vision is to create a high quality Custom Home Site Development that identifies as a modern farmhouse community, by preserving the integrity and natural beauty of the community and to enhance values in said community by maintaining to the greatest extent possible the rural and modern residential character of the community; and, to this end, Declarant desires to subject the real property to a comprehensive set of principles which are intended to enhance property value without unduly restricting each Property Owner’s personal use of their property; and

WHEREAS, Declarant wishes to encourage Property Owners to take full advantage of the natural attributes of the property and to exhibit variety, individual imagination and self-expression with their modern farmhouse designs so that each home reflects qualities of a relaxed, casual elegance; and

WHEREAS, the intent of these covenants and restrictions is to establish design objectives and architectural performance standards which promote a consistently high degree of quality for the exterior appearance of the home, and provides an attractive and harmonious Custom Home Development and still allows for individual expression as befits the needs and desires of the Property Owner while providing for the design vision of a modern farmhouse community.

NOW, THEREFORE, Declarant declares that the real property described in this Declaration, is and shall be held, transferred, leased, encumbered, conveyed, improved and occupied subject to the restrictions hereinafter set forth which are intended to create mutual and equitable servitudes upon each of said parcels, in favor of each and all other said parcels, to create reciprocal rights between the respective owners of said parcels; to create a privity of contract and estate between the grantees of said parcels, their heirs, successors and assignees, and shall, as to the owners of each said parcel, their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said parcels, and their respective owners present and future. The restrictions are as follows:

1. No building shall be altered, erected, or placed upon any lot, except a single-family private dwelling with a garage and any such structures as are incidental and necessary to use the lot as a single-family residence.
2. Any residential dwelling constructed shall be a minimum of three thousand (3,000) square feet in living area.
3. No building or structure shall be erected, placed, situated or maintained on any Lot until plans and specifications for and location of such building or structures have been approved in writing by the Declarant, or his assigns or nominee.
4. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction if such

temporary structure is otherwise permitted by local ordinance. No temporary structures as may be approved shall be used at any time as a dwelling place. No camper, recreational vehicle, motor home or the like may be used for temporary or permanent residences.

5. Any dwelling constructed shall be completed in accordance with the plans and specifications approved by the Declarant, and all said construction shall be completed within nine (9) months of the date of commencement of construction. In addition, all grounds disturbed by construction shall be landscaped within nine (9) months from the date of commencement of construction.
6. All foundations shall be finished with brick or stone, either solid or veneer. No exposed masonry block shall be permitted.
7. All mailboxes shall be situated on a granite post.
8. All driveways shall be paved, with a minimum width of twelve feet.
9. No part of any lot shall be in any way used to affect injuriously the use, possession, or value of the other lots. In addition, no offensive or unlawful use shall be made of any lot, dwelling, or other improvement. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.
10. It shall be the responsibility of each lot owner to prevent any unclean, unsightly, or unkempt conditions of buildings or grounds on his/her property which would tend to decrease the attractiveness of the neighborhood as a whole or any specific area. All improvements on the premises shall be kept in a state of good repair and appearance.
11. In the event an owner clears a portion of a lot, grass shall be planted and maintained with irrigation. Where grass has been planted, all lawns on any lot shall be kept mowed to a height not exceeding six (6) inches. Vacant lots shall be cut, mowed or trimmed a minimum of twice per year; provided, however, at no time shall the owner of an vacant lot permit the grass, weeds, or other foreign growth to exceed six (6) inches in height.

12. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.
13. No noxious, offensive, or illegal activities that shall be or become an unreasonable annoyance or nuisance to the neighborhood shall be carried out on any lot.
14. No animals, livestock or poultry of any description, except the usual household pets, which are here defined for these purposes as domestic cats and dogs, shall be kept on any lot. The keeping of all animals shall be in strict accordance with all current and future ordinances of the Town of Merrimack.
15. Any vehicles when parked at or upon any residential lot shall not obstruct nor interfere with vehicular travel on any of the roadways within the subdivision. No tractor trailer trucks (either tractor or trailer) shall be parked on any lot. Notwithstanding anything to the contrary herein contained, no vehicles shall be parked on any residential lot in violation of any applicable ordinance of the Town of Merrimack.
16. No sign of any kind shall be displayed to the public view on any lot. There shall be an exception for a sign advertising the property for sale, and signs used by a developer or builder to advertise the property during the construction and sales period.
17. No above ground pool shall be installed or erected or placed on any lot in a location where it is visible from any road in the development.
18. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any road in the development.
19. Each lot owner shall keep his/her lot free of trash, debris and rubbish, and shall employ such conservation practices as necessary to maintain the proper contour of the land and to prevent erosion. No portion of the property shall be used or maintained as a dumping ground for rubbish. Any trash, garbage or other waste shall

be kept in sanitary containers maintained in a neat and orderly manner and screened from view from any road in the development.

20. A landscaping plan approved by the declarant will be done prior to start of home construction. The design shall promote a high degree of harmony with the natural surroundings. Natural granite walks and walls for example are preferred. The completion of the planned work is to be within (3) three months of receipt of certificate of occupancy.

The covenants and restrictions of the Declaration of Restrictions exist in perpetuity and shall run with the land and shall inure to the benefit of and be enforceable in law and equity by owners of any land subject to same, their respective legal representatives, heirs, successors and assigns. The Declarant shall be the only party with the ability to amend or revoke the within restrictions and covenants for a period of twenty (20) years, at which point these restrictions and covenants may be amended by a vote of three-fourths (3/4) of the current owners of the subject lots.

Enforcement of these restrictions and covenants shall be by any proceeding in law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violation or to recover applicable damages. Failure to enforce any restriction or covenant herein shall not be deemed a waiver of the right to pursue further action to do so at a later date.

Declarant reserves the right to waive any of the within restrictions for a specific lot upon request of the lot owner; however, any such waiver shall not be considered or construed as a revocation of any of the restrictions or covenants. Further, invalidation of any one of the within restrictions or covenants by judgment, court order or otherwise, shall in no way affect the other provisions contained herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this ____ day of _____, 2020.

BRETT W. VAUGHN REVOCABLE TRUST AGREEMENT

By: _____
Brett W. Vaughn, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the ____ day of _____, 2020, before me, personally appeared Brett W. Vaughn, Trustee of the Brett W. Vaughn Revocable Trust Agreement, who acknowledged the foregoing instrument to be his free act and deed.

Notary Public/Justice of the Peace