

DECLARATION OF RENEWAL OF COVENANTS AND RESTRICTIONS
ROCKHOUSE MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC.

THIS DECLARATION made this *6th* day of *August* 1988 by
ROCKHOUSE MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC., a
corporation organized under the laws of the State of New
Hampshire, duly authorized by its by-laws under Article II,
paragraph 6 thereof, to enforce restrictions and covenants on
behalf of the owners within the subdivision of Edelweiss located
within the Town of Conway, County of Carroll and State of New
Hampshire;

1. PROPERTY RESTRICTED:

The real property to be governed by the covenants and
restrictions herein modified and renewed is all those lots within
the subdivision known as Edelweiss which are located in the Town
of Conway.

2. AUTHORITY

Declarant is the successor in interest of Great Northern
Corporation as to the common areas of the subdivision and the
enforcement of the original covenants and restrictions herein
adopted and renewed, and this declaration was duly authorized by
the membership of the corporation at a meeting held pursuant to
the rules and by-laws of the corporation.

3. DURATION

The restrictions hereinafter set forth shall be in
effect for a period of twenty (20) years unless altered or
amended by the action of declarant through its duly authorized
officers and directors, and unless so modified shall extend for
automatic periods of five (5) years thereafter.

NOW THEREFORE, the following covenants and restrictions are
hereby declared to govern the use of the above described real
property and to run with the land:

1. No structure, other than docks and boat houses, shall be

RECEIVED

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Robert Zimmerman
CARROLL COUNTY
REGISTRY OF DEEDS

012667

ROBERT ZIMMERMAN
ATTORNEY AT LAW
RURAL ROUTE 104 B
CONWAY, NH 03826

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erected closer than twenty five (25) feet from the shore or a front line, nor closer than 15 feet from side lines. No driveway shall be nearer than 15 feet from a lot line unless used to serve adjoining lots. In the case of multiple lot ownership this restriction shall refer to the outside boundary lines of the tract owned.

2. Any structure erected shall be finished on the exterior with clapboard, log siding, stone, masonry or similar so called finish siding in such a manner as shall be compatible with surrounding structures. No signs shall be placed on the lot without the written consent of Declarant. Any dwelling erected shall be maintained in good repair and appearance and the owner shall submit all building plans to Declarant for written approval prior to the commencement of construction, said approval not to be unreasonably withheld.

3. All residential structures shall be equipped with an adequate disposal system consisting of a septic tank adequate for proper sewage disposal in accordance with state and local regulations.

4. The premises shall not be subdivided or sold in portions by the lot owner and shall be used only for residential purposes.

5. No more than one dwelling unit may be erected on one lot and no livestock, animals or poultry shall be kept or maintained on the premises except household pets.

6. No shacks, trailers, mobile homes, tents, unsightly structures, trash or other unsightly items or items tending to cause a nuisance shall be placed on the premises. Declarant, its agents and employees, shall have the right to enter upon the premises at owner's cost to remove or correct the same of any other violation of a covenant without being guilty of trespass or otherwise being liable to the owner who shall hold them harmless in respect to any cost or liability in such respect if Declarant, its agents or employees are acting reasonably for the protection of the owners in such respect.

7. No outdoor fires are permitted without a permit from the Town of Conway, and no use of said premises shall be permitted that is not in full compliance with applicable Federal, state and local regulations and which shall be a nuisance or annoyance to the neighborhood, including camping.

8. Declarant has the right to install utilities on lots within ten (10) feet of boundary lines.

9. Any dwelling to be erected shall have a minimum of 672 square feet of first floor living area, exclusive of porches or garages. Each dwelling shall be erected on piers, with the

approval of Declarant, or on a proper enclosed foundation. The exterior of any dwelling erected shall be completed within three months after the commencement of construction. The entire dwelling shall be substantially completed within twelve months from commencement of construction.

10. The use of the premises or the occupation thereof contrary to the intent of the above covenants or any part of them shall not subject the owner to forfeiture of his estate of said land but such use or occupancy may be deemed to be a nuisance by the Declarant and the Declarant may have remedy by due process of law or may, at its option, exercise the rights set forth in (6) above. The owner shall be responsible for payment of reasonable attorney's fees incurred by Declarant if such action becomes necessary.

11. A common maintenance fee of \$100.00 per lot shall be paid by each owner when billed. This assessment shall be reviewed annually and changed appropriately to meet the maintenance needs of the subdivision as a whole. Annual payments shall be a lien on each lot and if not paid within thirty days of the due date of every year Declarant, or its designated successor and assigns, may enforce said lien as provided by law for sales under power of sale mortgages as provided by Section 25 of RSA 479 as the lienor shall elect, provided that any mortgage or mortgages of record of any such lot shall be given notice by certified mail, return receipt requested, not less than thirty (30) days prior to the date of any sale hereunder.

12. Each owner shall have the right to hook up to the common water system for a charge of \$2,500.00 which fee shall be reviewed annually by the Homeowner's Association and may be adjusted accordingly. Owners having recorded proof of payment of the original charge of \$1,000.00 shall receive a credit of that amount toward the current charge. There shall be an annual assessment for the use of water which shall be set by the Homeowner's Association and shall be collectible as set forth in paragraph 11 hereof.

13. There shall be no clearing of trees within ten feet of any rear or sidelines of any lot.

IN WITNESS whereof the undersigned has caused these presents to be signed and sealed by them this 6th day of August 1988.

Donald E. Geary
DONALD E. GEARY
PRESIDENT

ROBERT ENGELBACH
ATTORNEY AT LAW
RURAL ROUTE 104 E
TAMMINGTON, VT 05268

3K-1348-PC-138

ATTEST:

Stella J. Hult
STELLA HULT
SECRETARY

STATE OF NEW HAMPSHIRE)
COUNTY OF CARROLL) SS:

BEFORE ME personally appeared DONALD E. GEARY, President of Rockhouse Mountain Property Owners Association, Inc. and STELLA HULT, Secretary of Rockhouse Mountain Property Owners Association, Inc., and they acknowledged that they executed the foregoing instrument as their voluntary act and deed on behalf of the corporation.

Dated this 6th day of August 1988

Vincent A. Minnella
NOTARY PUBLIC
VINCENT A. MINNELLA, Notary Public
My Commission Expires 11/20/90

ROBERT ZIMMERMANN
Attorney at Law
Rm. 200, Route 104 B
Exeter, NH 03840

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