



Stanwood Road, Salem, NH

PROTECTIVE COVENANTS

**DECLARATION OF COVENANTS AND RESTRICTIONS
GOVERNING THE EDEN ESTATES SUBDIVISION**



EDEN ESTATES PROTECTIVE COVENANTS

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DECLARATION OF COVENANTS AND RESTRICTIONS
GOVERNING THE EDEN ESTATES SUBDIVISION
IN SALEM, NEW HAMPSHIRE

This Declaration of Covenants and Restrictions (the "Covenants") is made by Henry K. Hyder, Jr., Trustee of Crest Realty Trust, with a mailing address of P.O. Box 467, Salem, NH 03079 (hereinafter referred to as "Developer"), being the owner of land in Salem, Rockingham County, New Hampshire, shown on a plan entitled "Eden Estates" and recorded in the Rockingham County Registry of Deeds as Plan No. D-36969.

WHEREAS, Developer intends to create a residential community, to be known as "Eden Estates" on said land, together with other amenities therein, including, without limitations, public and/or private ways for circulation and access to residences and utilities services;

WHEREAS, in furtherance thereof, Developer desires and intends to impose certain restrictions on its land;

NOW THEREFORE, Developer does hereby make and declare said lands subject to the following covenants, restrictions, and provisions:

I. Land Classification.

A. Residence Lots.

Referring to each of the Lots numbered 1 through 28, as shown on the above referenced Plan No. D-36969.

B. Open Space Areas.

Whereas, in addition to the 28 residential house Lots, the Subdivision includes two Common Area Lots, shown as "Open Space Parcel #1" and "Open Space Parcel #2" on the Subdivision Plan. These Open Space Areas consist of all of the Property other than individual Residence Lots. The land together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, and all improvements to the Land other than the Residence Lots; the water supply, electrical, telephone and cable systems serving the Subdivision to the extent such systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof serving only a single Residence Lot, which portions shall be part of the Residence Lot); and other facilities, services or waste removal serving more than one Residence Lot, shall be considered as Open Space Areas.

Each Residence Lot is allocated an equal, undivided interest in the Open Space Areas. Fee ownership shall be divided in common and conveyed as a one/twenty-eighth (1/28th) interest to each Lot Owner in the Subdivision with a covenant in the deed to the effect that the common ownership cannot be separated from a conveyance of the lot itself. Each Residence Lot will be assessed on the benefit that it has as a tenant-in-common of the Open Space.

No commercial or business use of any kind may be made of the Open Space Areas. The Open Space Areas shall be used only by the Owners and tenants in residence and their guests, invitees and licensees. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Open Space Areas shall be governed by the Bylaws and by any rules adopted by the Eden Estates Homeowners' Association, Inc., and by such Bylaws and rules as may be amended.

II. Single Family Residence Lots: Permitted Uses and Approval Process.

A. Improvements and Alterations.

No buildings or fences or other structures of any kind or additions thereto, or driveways, sidewalks, or parking areas or subsurface sewage disposal systems (hereinafter called collectively and referred to as "Future Improvements") shall be erected, placed, or allowed to stand upon any portion of any Residence Lot unless approved by the Approval Authority, nor shall the grade of any portion of any Residence Lot be changed until the size, plans, specifications, and locations of any Future Improvements have been approved in writing by the Approval Authority, or this restriction waived with respect thereto by the Approval Authority, or released in writing by the Approval Authority as provided for in paragraph II. C. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public roads and common drainage systems.

B. Approval Authority.

The term "Approval Authority" as used herein shall mean an approval committee consisting of one, two or three persons as may from time to time be appointed by Developer. The names of the initial members shall be as specified in Section II. E., by a Certificate recorded with the Rockingham County Registry of Deeds. If any initial approval committee member or any of their successors shall be unwilling or unable to serve, or to continue to serve, successors shall be those persons designated by Developer. Each such designation of a successor to a member of the initial approval committee shall be by written instrument and shall not take effect until recorded at the Rockingham County Registry of Deeds.

If, at any time after the date hereof, Developer shall convey its remaining interest in the remaining unbuilt Residence Lots to a successor developer (the "Successor Developer"), Developer shall have the right to assign any and all of its rights arising hereunder, to said Successor Developer, by a written instrument recorded at the Rockingham County Registry of Deeds, which writing shall provide the name and address of each person who has been designated as a successor member of the Approval Authority.

C. Application for Approval of Improvements and Alterations.

Any improvement or alteration requiring a permit from a governmental body must first have written authorization from the Approval Authority, before application for a permit is made to the government body. Any owner of a Residence Lot proposing to make any improvement which, under Section II. A. hereof, requires the written approval of the Approval Authority, prior to the commencement of any construction, shall apply for approval by delivering a written application describing the nature of the proposed improvement, together with such of the following documents and information as are pertinent, and in such number of copies (a minimum of two, one of which is non-returnable) as the Approval Authority may require:

- (1) A plot plan of the affected property showing the location of existing and proposed improvements and alterations;
- (2) Detailed floor plans showing the style of the proposed single family house, which must have a minimum of 2800 square feet of contiguous habitable space (exclusive of attics, basements, breezeways, patios, or porches), a full basement, and an included or attached garage with stalls for two or three cars;
- (3) A completely finished landscaping plan;
- (4) Drawings showing all elevations;
- (5) A description of exterior materials, finishes and colors, with color samples;
- (6) The owner's proposed construction schedule;
- (7) The name and address of the general contractor who shall be an experienced general residential contractor, who has been approved by the Approval Authority.

D. Basis for Approval.

The Approval Authority, after consideration of the items set forth in the foregoing Paragraph C. and such other matters as it deems necessary, shall grant the requested approval if the Approval Authority determines that:

- (1) The proposed improvement or alteration conforms to the provisions of this Declaration and the restrictions herein set forth;
- (2) The proposed improvement or alteration is reasonably compatible with the architectural standards of Eden Estates and the purposes of this Declaration as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to vegetation, topography, finished grade, and views from other building and building sites. No log cabin or chalet style structures will be permitted. All roofs shall be sloped. The roof slope shall be not less than 6" vertical to 12" horizontal.

- (3) The proposed improvement or alteration complies with all applicable laws, specifically including Zoning Ordinances and building code requirements of the Town of Salem. In addition, the Approval Authority will require the following:
- a. All structures shall be set back at least 30 feet from the front lot line, 15 feet from each side lot line, and 30 feet from the rear lot line.
 - b. Only one single family residential dwelling together with an incidental outbuilding shall be permitted to be erected on a Residence Lot.
 - c. The front of each house must have the address number assigned by the Town displayed in a size that is easily visible from the street.
 - d. All improvements shall have a light post at the entranceway of the Residence Lot meeting design criteria selected by Approval Authority.
 - e. All mailboxes, mailbox posts, and newspaper receptacles shall meet the design criteria selected by the Approval Authority.
 - f. All driveways shall be constructed of a hard surface including, but not limited to, asphalt, concrete, or pavers. No driveway shall be gravel, loose stone, soil, or other similar surface.
 - g. No detached garage shall be closer to the front lot line than the main residence structure.
 - h. No playgrounds, courts, or other recreational areas shall be constructed closer to the front lot line than the main structure.
 - i. Fences, walls, and other similar structures must conform to the Town of Salem's fence restrictions and be approved by the Approval Authority, and be in keeping with the architectural continuity prior to the construction of the same, except that no fence shall be over four (4) feet in height. No wall, bush, hedge, shrub or tree planting is permitted that visually obstructs safe line-of-sight on Subdivision roads or significantly diminishes the view of other Residence Lots.
- (4) Once a Certificate of Approval has been issued to a Lot Owner, no material change in the house plans, the location of the house, garage, driveway, grades, or other items on the lot, such as a storage shed, pool house or the landscaping plan, may be made without further written approval of the Approval Authority.

E. Decisions and Approval Authority.

All decisions by the Approval Authority hereunder shall be by unanimous vote (or written consent) of the Approval Authority. A Certificate recorded with Rockingham County Registry of Deeds consistent with Section II. B. above shall serve as conclusive evidence of the identity of the members of the Approval Authority.

F. Form of Approval.

All approvals given under the foregoing paragraph shall be in writing, provided, however, that any application for approval which has not been acted upon within sixty (60) days from the date of submission thereof to the Approval Authority shall be deemed approved. In the event of such failure of the Approval Authority to act upon such application within said sixty (60) day period, the existing owner of the Residence Lot who submitted said application may record at the Rockingham County Registry of Deeds an affidavit, sworn to under the penalties of perjury, reciting same, and said affidavit, upon recording, shall be of the same force and effect as a certificate of approval issued by the Approval Authority. The deed of a particular lot by Developer shall be conclusive evidence that with respect to all improvements existing as of the date of such deed, the approvals required hereunder have been granted as to the Residence Lot conveyed.

G. Proceeding with Work.

The construction of approved future improvements on any Residence Lot once begun shall be carried forward to completion with diligence; and any improvement not substantially completed within nine (9) months after it is begun shall be removed; provided that said nine-month period shall be extended to the extent of any periods during which construction operations are prevented by governmental regulations, strikes, or casualties, it being understood that as used herein "substantial completion" shall mean that the exterior of the building has been fully completed and the building site has been graded, paved, and landscaped so as to give the outward appearance that the building and the building site have been completed. In no event shall any use be made of any Residence Lot, which is otherwise prohibited by the Ordinances of the Town of Salem, as the same may from time to time be amended, or by any applicable law, ordinance, or regulation of any governmental unit having jurisdiction thereof.

H. Failure to Complete Work.

In the event that the construction, reconstruction, refinishing, or alterations of any improvement is not completed within a reasonable time, or having been completed does not comply with the approval therefore given, the Approval Authority or its designee may direct and order the owner to remedy the noncompliance or remove the improvement. If the owner does not comply with the order within the period set forth in the order, the owner shall reimburse the Approval Authority, upon demand, for all the costs and expenses related to the removal or correction of the offending improvement as well as any legal fees incurred in connection with the enforcement thereof.

I. Construction Restrictions.

During the construction period, the owner and/or builder of any Residence Lot shall keep the construction site free and clear of any debris. Each construction site shall have a dumpster suitable for conditions of construction, which shall be emptied on a regular basis. All construction shall take place within the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 4:00 p.m. on Saturday.

Prior to the commencing of any construction at the site, cash, a bond, letter of credit, or other security, in an amount acceptable to Developer, shall be delivered to and posted with Developer, to be held in escrow for purposes of indemnifying Developer for any breach by the owner or builder of the terms and conditions of these Covenants.

The owner and builder of the Residence Lot agree to indemnify, defend and hold harmless Developer from any loss, claim or damages suffered by Developer relating to any violation whatsoever of any permits, approvals, covenants or restrictions in any way relating to the Eden Estates Subdivision including, but not limited to, violation of planning board approvals and/or conditions, conservation restrictions, damage to easements, paving, curbing, signage, bound markers or any other interference with the rights and privileges of Developer, or any other owner in the Eden Estates Subdivision.

Prior to construction on any Residence Lot, the owner and builder shall be responsible for constructing a temporary entrance that is at least twenty (20) feet wide and thirty (30) feet in length, covered with stones of one to three inch size, intending to ensure that any mud, debris or other materials, are captured from trucks exiting or entering the Residence Lot for construction purposes.

J. Compliance.

Each Residence Lot Owner shall be governed by, and shall comply with, all of the terms of the Covenants governing the Eden Estates Subdivision, and any amendments of the same.

K. Enforcement.

The Developer or the Approval Authority may prosecute proceedings at law or in equity against any person violating or attempting to violate the provisions hereof, either to restrain violation or to recover damages. Violators shall be personally obligated to reimburse Developer or Approval Authority in full for all the direct and indirect costs and damages resulting from the violation or breach, including but not limited to, legal fees, costs, and expenses incurred by Developer or Approval Authority in maintaining compliance with these Covenants, and such obligations shall also constitute an automatic lien upon the property of any Residence Lot Owner in accordance with these Covenants.

L. Non-Waiver.

The failure of the Developer or the Approval Authority to enforce any restriction, covenant, or provision hereof, shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

M. Severability.

If any of these Covenants, Restrictions or Easements hereof, or the application of any such provision to any person, entity or circumstance shall be held to be invalid, the remainder of this Declaration, or the application of such provision to persons, entities or circumstances, other than those as to which it is held to be invalid, shall not be affected thereby and shall remain in full force and effect.

N. Utilities.

The Eden Estates Subdivision Residence Lots are shown on that Plan of land entitled "Eden Estates" prepared by MHF Design Consultants, Inc. for Crest Realty Trust, dated October 25, 2004 and last revised September 12, 2011. The Plan is recorded in the Rockingham County Registry of Deeds as Plan No. D-36969. At the time of the recording of the within Declaration, it may be necessary for Developer to attend to certain infrastructure and utilities related to the Eden Estates Subdivision. In that regard, Developer reserves the right, throughout the term of this instrument, to grant such easements as Developer shall in its sole discretion deem to be necessary or desirable to service the Eden Estates Subdivision, including but not limited to electric, gas, water, sewer, telephone, cable television, internet service providers, or other companies or municipal authorities (as the case may be) for the provision of related utilities, as applicable. Said reservation of rights shall be set forth in each deed to a Residence Lot. However, the absence of such language in a deed will not release the Residence Lot from the provisions hereof.

III. Continuing Restrictions. The following restrictions shall apply to all Residence Lots throughout the duration hereof:

- A. Restrictions on Further Subdivision. No Residence Lot shall be further subdivided, except by Developer, or any Successor Developer designated by Developer in writing, and recorded at the Rockingham County Registry of Deeds, and only in accordance with the Town of Salem Subdivision regulations.
- B. Alteration of Terrain. Drainage as shown on the drainage easements depicted on the Plan of the Subdivision shall remain undisturbed. No drainage diversion, roof rain runoff rechargers, or sump pumps shall be installed or implemented or discharged in such a way as to divert water onto adjoining properties, or to flood or damage public roads and common drainage systems. No private well shall be drilled, operated, maintained or used on or in connection with any Residence Lot without consent of the Approval Authority. Easements for drainage facilities are reserved as shown on the recorded Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of or change the direction of flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

- C. Residential Use. No building or other structures of any kind shall be erected, placed or allowed to stand on a Residence Lot, except a single family residential dwelling house, one (1) shed, and one (1) pool house or cabana whose size, architectural design and color as the dwelling has been approved in writing by the Approval Authority according to the requirements stipulated in paragraph III. I. Each residential dwelling shall contain a minimum of 2800 square feet of contiguous, habitable space (exclusive of attics, basements, or porches), a full basement, a garage for two or three vehicles, and completely finished landscaping. No garage shall be used for the storage of commercial vehicles or construction equipment. No business activities of any nature shall be continuously or regularly conducted upon any Residence Lot, and no advertising signs shall be displayed thereon, except that an owner of a Residence Lot residing in a dwelling house thereon, may maintain an office for his/her professional use, subject to the provisions of the Salem Zoning Ordinance, and may employ not more than one person, but may not display any professional nameplate or other business signage on the Residence Lot. Nothing herein shall be deemed to prevent the leasing of a Residence Lot from time to time by the owner thereof, subject to the provisions of this Declaration. Nothing contained in this Declaration shall be deemed to prevent Developer or its agents from (i) maintaining a model home, business office, trailer, temporary structure and/or construction field office on any of the Residence Lots; (ii) conducting business activities upon any Residence Lot with such number of employees as Developer shall desire; (iii) maintaining or storing commercial vehicles or construction equipment; or (iv) displaying advertising signs such as "Eden Estates" or real estate listing signs.
- D. Repair of Buildings and Infrastructure. No buildings or structures upon any Residence Lot shall be permitted to fall into disrepair, and such buildings and structures, together with the driveway and walkways, shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- E. Temporary Occupancy. No trailer, mobile home, camper, vehicle, or temporary building or structure of any kind, shall be used for a residence, either temporarily or permanently.
- F. Damage by Fire. In the event of damage or destruction by fire or other casualty to any buildings, the owner of such building shall, within thirty (30) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such building, but in no event later than six (6) months from the date of such damage or destruction, either (i) commence reconstruction of the damaged or destroyed building, or (ii) clear the Lot upon which the damaged or destroyed building is located, of all debris and reseed the entire disturbed area. In the event: (i) restoration of the building is commenced but is terminated before completion of the building and such termination continues for a period of at least ninety (90) days, or (ii) the Lot is not cleared of debris within thirty (30) days after commencement of clearance of the Tract, or (iii) restoration or commencement of clearance of the Lot does not occur within said six (6) month period, Developer shall have the right to clear the Lot of debris and reseed the disturbed area. The cost of such repairs shall be an expense attributable to the Lot and becomes an immediately due and payable special assessment against the Lot, collectible in the same manner as any other assessment. In the event a Lot shall be cleared and reseeded, then it shall be the obligation of the owner of such Lot to continue to maintain the Lot.

- G. Landscaping. All lawns shall be regularly mowed and kept in good condition, and all shrubbery shall be properly maintained. Compost piles are not allowed. Tree planting and/or removal must be approved in writing by the Approval Authority prior to planting or removal. Planting of pine or other tall trees is discouraged due to possible wind or storm damage or view obstruction. Firewood for the personal use of the Owner of a Residence Lot should be neatly stacked, and stored in a manner and in a location that follows safety standards and is non-offensive to adjoining Residence Lots. No patios, gazebos, fountains, statuary, lawn ornaments or monuments shall be constructed or moved onto any site or open space areas without written consent of the Approval Authority.
- H. Signs. No signs shall be erected or maintained on any Residence Lot, except:
- (1) Such signs as may be required by law;
 - (2) A two-sided residential identification sign having a total face area not larger than seventy-two (72) square inches per side;
 - (3) During the time of construction of any building or other improvement, an on job contractor or subcontractor identification sign, not larger in area than three (3) square feet per side;
 - (4) One "For Sale" or "For Rent" sign, of reasonable type, size and appearance.
- I. Tents and Storage Sheds. No permanent tent, carport, boatport, canopy or similar structure shall be kept, placed or maintained upon any Residence Lot or on any vehicular access areas. However, these provisions shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in writing by the Approval Authority. One storage shed, no more than one hundred (100) square feet in size, and having the same or similar architectural design and color as the dwelling, may be constructed or placed on an approved location on a Residence Lot, only after making an application and obtaining approval in writing from the Approval Authority.
- J. Lighting. No mercury vapor lights, sodium vapor lights, or other types of obtrusive flood lighting shall be installed on any building or affixed to a pole erected for this purpose. Any exterior lighting shall not protrude or infringe on surrounding properties or offend any neighbor. Exterior lighting shall be directed toward the ground or toward the house and diffused so as not to glare onto surrounding properties. Exterior motion detector lighting is permitted so long as the light is not on for over ten (10) minutes when activated.
- K. Communication Facilities. Outside television and/or radio antennas or aerials and satellite dishes and other similar outside communication facilities are prohibited. This provision shall not be applicable to ground-anchored television satellite dishes with a diameter of thirty-six (36) inches or less, which are not visible from the street. This provision shall not be applicable to satellite dishes with a diameter of twenty-four (24) inches or less, attached to house structures. The above regulation will be subject to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite ("DBS") service, multichannel multipoint distribution service ("MMDS") or "wireless cable"), or television broadcast signals.

- L. Trash Containers and Collectors. Trash, rubbish and garbage shall be kept in covered containers which shall be properly screened and/or enclosed so as not to be visible from neighboring properties or roadways, except for such necessary periods when such containers are made available for collection. No open fires, incinerators, or rubbish burning shall be permitted.
- M. Nuisances. No garbage, rubbish, junk, cuttings or other debris of any kind shall be placed or permitted to accumulate upon any Residence Lot, Road, or Open Space area which will or may render the same, or any portion thereof, unsanitary, unsightly, odorous, offensive or detrimental to any Residence Lot Owner, occupant or to the public. Nothing shall be done, conducted or maintained upon any Residence Lot, Road, or Open Space area which by noise, smell, or otherwise, constitutes a nuisance or source of annoyance, and is or may be offensive or detrimental to any Residence Lot Owner in the vicinity thereof, or to its occupants. No building materials of any kind shall be placed upon any site, except in connection with construction approved in writing by the Approval Authority. No garden equipment or children's playthings shall be allowed to accumulate on a Residence Lot in such a manner as to give an unsightly appearance, create a nuisance, or depreciate the Subdivision.
- N. Swimming Pools. No above-ground swimming pool shall be erected or maintained on any Residence Lot. All in-ground pools shall be fenced in accordance with applicable laws, rules and ordinances of the Town of Salem and must have approval in writing from the Approval Authority. If a Residence Lot has been approved for an in-ground swimming pool, the Lot Owner may also apply to the Approval Authority for a pool house or cabana providing the proposed structure meets all the requirements of size, architectural design and color as stipulated in III. C. Any exterior Jacuzzi, spa or hot tub shall be erected or located on the rear of the residence so that it is situated on and supported by a part of the residence and is not visible from the street and has the written approval of the Approval Authority.
- O. Bottled Gas and Oil Tanks. Bottled gas tanks and oil tanks shall be located in an area so as not to be visible from the roadways.
- P. Clothes Drying Facilities. No outside clothes lines or other outside facilities for drying or airing clothes which are visible from neighboring property shall be erected or maintained on any Residence Lot.
- Q. Swing Sets. No swing set, slide, or jungle gym may be installed or maintained on any Residence Lot unless it is located in such a manner that it is not visible from the street and it has been approved in writing by the Approval Authority, or its successor as provided herein.
- R. Backboards and Ramps. No backboards, poles, ramps, rims, goals or nets shall be placed, installed or erected in road areas or in Open Space Areas. No skateboard, roller-skate, rollerblade or bicycle ramps may be placed, installed or erected in road areas, on curb areas, or in Open Space Areas. No games shall be played in the road areas.

- S. Animals. No pets, animals or birds shall be kept or maintained on any Residence Lot, if they are of such type or in such number as to be noisy or offensive. There will be no more than two dogs housed on any Residence Lot. Noisy pets, including barking dogs, shall not be kept on the property. Any owner with an uncontrolled barking dog, or other noisy pet, shall be required to remove the animal from the property immediately. There will be no more than three cats housed on any Residence Lot. No pets, animals or birds shall be allowed to pass onto or enter land within the Eden Estates Subdivision other than the Residence Lot of the owner thereof, unless such pet, animal or bird is suitably leashed, caged or otherwise physically controlled and/or restrained; provided, however, notwithstanding the foregoing, that no poultry house or yard, rabbit hutch, or other type of kennel, shall be erected or maintained on any Residence Lot. No livestock such as, but not limited to, poultry, pigs, sheep, horses, goats, or other barnyard animals shall be stabled or maintained thereon. No exotic pets such as, but not limited to, rodents, reptiles, arachnids, bees or other insects, apes or monkeys may be housed or maintained on any Residence Lot. No animals kept or used for breeding or maintained for commercial purposes may be housed, stabled or maintained on any Residence Lot. All dogs three months of age or older must be licensed. There shall be no horseback riding on the Eden Estates Subdivision roadways or in the Open Space Areas.
- T. Hunting and Trapping. Hunting or trapping of any kind is strictly prohibited within the Eden Estates Subdivision or in its Open Space Areas.
- U. Vehicles. No truck having a weight capacity larger than one ton, or trailer, mobile home, commercial vehicle, construction equipment, snow plow, camper, bus, or similar vehicle, or farm equipment, such as but not limited to, tractors, reapers, harrows or similar equipment, shall be kept, placed or maintained upon any Residence Lot or on any vehicular access areas; provided, however, that the provisions of this paragraph shall not apply to vehicles, construction equipment and/or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved by the Approval Authority. No vehicles of any type shall be operated or driven in the Open Space Areas. No loud vehicles or racing of vehicles within the Subdivision will be tolerated.
- V. Recreational Vehicles. Motorcycles shall be equipped and operated so as to adhere to the noise compliance regulations set by the EPA and local laws. No resident shall operate, use, start, rev, or idle a motorcycle in a way that will disturb any other resident. No all-terrain vehicles, dune buggies, dirt bikes, motor scooters, mopeds or snow mobiles shall be driven on the Subdivision roads, across Residence Lots, or in the Open Space Areas. Any such vehicles shall be stored in a garage or in a way that is not offensive or detrimental to any other Residence Lot. Trailers used for the purpose of hauling recreational vehicles shall be parked or stored in garages and/or concealed from view, and in such a way that they are not unsightly to other Residence Lots.
- W. Watercraft. No boat, raft, canoe or boat trailer shall be kept, parked or allowed to remain on any Residence Lot unless garaged or screened from view.

- X. Parking. No vehicle shall be parked on any part of this Subdivision except on paved streets and paved driveways. There shall be no vehicles parked on grassed areas. There shall be no on street overnight parking. No vehicles shall be parked so as to be an obstruction to the normal flow of traffic. Vehicles on any part of this property shall be limited to those with current registrations. No unregistered motor vehicles or vehicles under repair shall be parked on any part of this Subdivision.
- Y. Yard Sales & Garage Sales. Yard, garage, or lawn sales must be held in accordance with the Ordinances of the Town of Salem, and only after the requisite permit issued by the Town is obtained, and only with the allowable frequency designated by the aforesaid Ordinances. No signs for yard, garage, or lawn sales may be erected on the property of others, in the streets, or affixed to telephone poles, street signs, trees or fences.
- Z. Noise. No excessive noise, loud music, loud parties, obnoxious or offensive activity, fireworks, or any other disturbance shall be made, produced, done, suffered or permitted on any Residence Lot so as to constitute a nuisance to adjoining or neighboring lots in the Subdivision. No noxious or offensive trade or commercial activity shall be carried on upon any Residence Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Residence Lot. No firearms shall be discharged within the Subdivision or the Open Space Areas.
- AA. Behavior. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees. All visitors to any Residence Lot, including but not limited to, relatives, friends, acquaintances, guests, etc., will be expected to abide by the rules and regulations set out herewith in these Covenants. Residence Owners will be held responsible and accountable for the behavior of all visitors to their Residence Lot. In the event it is necessary for Developer, its successors or assigns to proceed with legal action to enforce these Covenants, the person or persons breaching these Covenants hereby agree to pay all Court costs including attorneys' fees incurred by Developer, et al, in enforcing these Covenants.

IV. Amendments and Waivers.

The foregoing Covenants may be amended by an instrument signed by Developer, its successors or assigns, as long as Developer, its successors or assigns, own any Lot in the Eden Estates Subdivision. Any amendment shall be recorded in the Rockingham County Registry of Deeds. Developer may waive any provision hereof, with respect to all or any one Residence Lot, if in its sole discretion Developer determines that such waiver shall not have a material adverse effect on the Subdivision.

After Developer, its successors or assigns, no longer own any lots in the Eden Estates Subdivision, 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 Rockingham County Registry of Deeds by the then Owners of a two-thirds (2/3) majority of the Lots of said Subdivision. It is the specific intent of this paragraph that each Lot shall have one (1) vote to amend these Covenants.

V. Term.

All of the foregoing Covenants shall continue and remain in full force and effect at all times against the owner of any Residence Lot in the Eden Estates Subdivision, regardless of how title may have been acquired, for a period of thirty (30) years from the date of recording hereof, after which time these Covenants shall be automatically extended for successive periods of ten (10) years each.

VI. Enforcement.

So long as Developer, or its designated Successor Developer, maintains an ownership interest in one or more Residence Lots, it shall maintain sole and exclusive right to enforce these Covenants, and each of those Continuing Restrictions hereunder. Upon the sale by Developer, or its designated Successor Developer, of the last of the Residence Lots within the Eden Estates Subdivision, the Approval Authority shall be dissolved and relieved of any further responsibility hereunder. Regardless, each of the Continuing Restrictions set forth herein shall continue to remain in full force and effect for the benefit of the Owner of each of the Residence Lots within the Eden Estates Subdivision at all times thereafter. The Homeowners' Association, the Association's Board of Directors, Lot Owners, and every person hereinafter having any right, title and interest in any Lot in said Subdivision, shall have the right to enforce these Covenants to prevent or stop violation of any of these restrictions, by proceedings at law or in equity, against any person or persons violating or attempting to violate any Covenants, either to restrain or terminate the violation or to recover damages for any such violation. The failure of Developer, or its Successor Developer, the Homeowners' Association, or any Lot Owner(s) to enforce any Restrictions or Covenants contained herein, shall in no event be deemed a waiver of the right to do so thereafter.

VII. Homeowners' Association.

Developer will establish a nonprofit Homeowners' Association to be organized and to exist under the laws of the State of New Hampshire. The purpose of the Association shall be for the operation, maintenance, improvement and repair of the Eden Estates Subdivision, and administration of certain other responsibilities of Lot Owners, including upholding the Covenants set forth in this Declaration, preserving and maintaining the Open Space Areas and the Common Areas within the Eden Estates Subdivision, maintaining and repairing Eden Estates signage, determining, levying, and collecting payment of charges and assessments from Property Owners other than the Developer, paying expenses in connection with the Homeowners' Association, and such other purposes as may be set forth in the Articles of Incorporation and Bylaws of the Homeowners' Association. Developer may activate the Homeowners' Association at any time. There shall be one (1) membership and one (1) vote for each Lot sold in Eden Estates Subdivision, and Developer shall have one (1) vote for each Lot owned. Until the Homeowners' Association has been fully activated by Developer and assumes the affairs of the Association, Developer shall manage its affairs and make all decisions. Acceptance of a deed by any person or entity for any Lot shall automatically qualify them for membership in the Homeowners' Association, subject to the payment of all fees, dues, or assessments.

VIII. Activation of the Homeowners' Association.

Developer has the sole right to activate the Eden Estates Homeowners' Association. Developer shall have the right to grant and convey all its rights to enforce these Covenants to the Homeowners' Association, at such time as in the sole judgment of Developer, the Homeowners' Association is ready to undertake the obligation of enforcing them. However, Developer can assign limited powers to the Homeowners' Association so that its basic organizational structure can be set up. In that event, Developer shall call a meeting of all Lot Owners, the purpose of which shall be the election of the Board of Directors and adoption of the Bylaws, all by majority vote of Developer and the Lot Owners, voting in person or by written proxy which has been registered with the Secretary of the Association. Until the Homeowners' Association has been fully activated by Developer, and assumes the affairs of the Association, Developer shall manage the affairs of the Association and make all decisions in regard to the Homeowners' Association.

IX. Notices.

Any notices provided for in the Covenants shall be considered served by being delivered in hand to the dwelling on any Lot, or by electronic notification, or to such other address, physical or electronic, as a Lot Owner may have specified in writing to Developer or the Approval Authority. Such notice shall also be deemed delivered if properly addressed and sent by first class mail. Notice may also be sent by certified mail, return receipt requested, and shall be deemed received upon the earlier of signing of the receipt or three (3) business days after the first notice of attempt to deliver.

X. Validity of Covenants.

Unless otherwise indicated, all Covenants herein are imposed on, charged on and run with the land and bind, not only the original purchasers of Lots in the Subdivision, but also their assigns, grantees, legal representatives, heirs and mortgagees. Failure to specifically refer to and incorporate the Covenants governing the Eden Estates Subdivision in Salem, New Hampshire in deeds to Lots of the Subdivision shall not in any manner effect the validity and effectiveness of these Covenants upon any Lot made subject to said Covenants by this Declaration. Acceptance of a deed by any person or entity of any Lot, shall constitute acceptance of these Covenants, Restrictions and Conditions, regardless of whether said deed is expressly made subject hereto.

XI. Gender, etc.

Whenever in these Covenants the context requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

XII. Governing Law.

This Declaration shall be construed under, regulated by and governed by the laws of the State of New Hampshire. All of the Declaration's powers and provisions herein contained shall take effect and be construed according to the laws of the State of New Hampshire.

EDEN ESTATES

ACCEPTANCE OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR LOT NUMBER SALEM TAX MAP 85, PARCEL

STREET ADDRESS STANWOOD ROAD, SALEM, NH 03079

By signing below, the purchasers of the above-referenced lot acknowledge that they have been furnished with, or have read the Declaration of Covenants and Restrictions governing the Eden Estates Subdivision on Stanwood Road, Salem, NH, on the Eden Estates website. The lot purchasers also acknowledge that they have read, fully understand, and will abide by and comply with the requirements of the Eden Estates Protective Covenants and Restrictions.

IN WITNESS WHEREOF, the parties hereto have signed their names.

By: _____

Date: _____

Print Name: _____

By: _____

Date: _____

Print Name: _____

By: _____

Date: _____

Print Name: _____

By: _____

Date: _____

Print Name: _____