

BP17-007
TOWN OF NEW LONDON
SELECTMEN'S OFFICE
FEB 01 2017
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DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants made this day 13th of June 2009 by Camp Wallula, Inc., a New Hampshire corporation with a principal place of business at 684 Little Sunapee Road, New London, New Hampshire 03257;

These Restrictive Covenants shall apply and be applicable to all Lots shown on the Subdivision Plan of Camp Wallula, Inc., New London, New Hampshire (the "Developer"), approved by the New London Planning Board, dated _____, 2009, and recorded in the Merrimack County Registry of Deeds as Plan _____, (the "Plan") and all of the Common Area as defined in the Bylaws and shown on said Plan.

WHEREAS, Developer intends to develop and improve said above described tract of land and complete the improvements shown on said Plan; and

WHEREAS, Developer intends to offer for sale Lots 1 through 16 and create Common Area shown as Lot 17 included in said tract; and

WHEREAS, Developer is desirous of subjecting all of said tract of land and the Lots shown on the Plan to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out herein and in the Bylaws to be recorded herewith and to the Bylaws, as they may be amended from time to time; and

WHEREAS, Developer desires to develop the Lots, to sell some or all of the Lots numbered 1 through 16 contained therein subject to the restrictions set forth in this agreement and in the Bylaws, and to convey to the Wallula Community Homeowners Association (hereafter the "Association") the Common Area shown as Lot 17, all as shown on the Plan; and

WHEREAS, Developer intends to ensure that the development remains an attractive private residential subdivision and to prevent nuisances, to preserve the peaceful country atmosphere of the subdivision, the atmosphere and feeling of Camp Wallula as it has existed in the past as a part of the Little Lake Sunapee community, and to maintain the desired tone of the Subdivision including the investment and resale values of the Lots located therein, the following restrictive covenants are declared:

1. The term "Developer" in these Covenants shall mean and refer to Camp Wallula, Inc. The term "premises" and/or "Camp Wallula" as used herein shall mean all of that area described on the Plan. Other terms herein shall have the same meaning as defined in the Bylaws of the Association being recorded herewith and those definitions are incorporated herein by reference.
2. No more than one single family dwelling of year-round permanent type construction shall be erected or maintained upon any Lot described in the Plan except Lot 17, the Common Area (except that existing seasonal structures may remain as such until replaced by

year-round structures and the existing Lot 1 shall remain as two residential units in one building on one Lot, served by one septic system as shown on said Plan).

3. The premises shall be used for private residences only, and no commercial activity of any nature shall be conducted or maintained upon the premises conveyed except as provided herein. Leasing of individual units for private residential use on the premises shall be permitted. If such premises are leased, the Owner must include a no-sublease clause in the original lease agreement. Any lease shall include a provision that the lease is subject to all Restrictive Covenants, Bylaws, and Rules and Regulations of the Association, and all lessees shall be provided with copies of all documents. This provision does not preclude a home occupation or business, if allowed by the Town of New London Zoning Ordinance adopted March 11, 1958, as amended (hereinafter "Town of New London Zoning Ordinance."). No recreation or travel trailers, trucks other than pick-up trucks used for personal transportation, or other vehicles on trailers shall be allowed at any unit. Trailers for boats or recreational vehicles owned by Owners or residential tenants shall be stored only at the location on the Common Area designated on the Plan.

4. If in the Shore Land Overlay District, no trees in excess of four inches in diameter, four and one-half feet high, unless diseased or damaged, shall be cut within 10 feet of the Lot line except for the purposes of creating a driveway (in accordance with required driveway set-backs), sewer and water lines and except for clearing and maintaining a view, unless allowed by both the Town of New London Planning Board and the Association, in advance of such cutting. All such activities shall comply with the state Comprehensive Shore Land Protection Act and Town of New London Zoning Ordinance, as each may exist from time to time. *

5. In connection with construction on Lots not in the Shore Land Overlay District, trees and vegetation within the Building Envelope shown on the Plan may be cut and removed from the site, and any other vegetation on the Lot may be cut only to the extent set forth in paragraph 4 above, unless permission for greater cutting has been granted by the Town of New London Planning Board. Trimming of brush is permitted if allowed by Town of New London Zoning Ordinance. *

6. No animals or poultry other than normal household pets, as defined by the Town of New London Zoning Ordinance shall be kept on any part of the premises conveyed. Dogs shall be restrained in accordance with Town of New London ordinances. Owners shall control the barking of dogs so as not to bother other residents.

7. No above-ground swimming pool shall be erected or maintained on any part of the premises conveyed.

8. All utility lines, telephone lines or cable television wires shall be buried, except as existing at the time of adoption of these restrictions.

9. No Lot, or the Common Area, as shown on the Plan shall be further subdivided, except that minor lot line adjustments shall be allowed if approved by the Association and Town

of New London Planning Board. Any changes to the configuration of the Building Envelopes shown on the Plan require approval of the Association and Town of New London Planning Board.

10. No house trailers, mobile homes or manufactured housing and structures shall be permitted on any Lots. Also, structures not permitted by the Town of New London Zoning Ordinance of any kind shall not be erected, placed or permitted to be maintained on any of the premises conveyed. However, modular housing shall be allowed if approved under the terms of the Bylaws of the Association after architectural review, and allowed by the Town of New London Zoning Ordinance.

11. Developer (or Association after the conveyance of the Lots) retains the right to approve the exterior plans for the architectural design and character, the exterior color, and the siting of any structure that is erected on the premises conveyed, prior to its construction. Said approvals shall be in writing, and shall be subject to further restrictions set forth in the Bylaws or Rules and Regulations. Construction on any Lot shall be within the Building Envelope for the Lot as shown on the Plan and in accordance with the provisions of the Town of New London Town Zoning Ordinance. *

12. When construction of any structure on any Lot has been commenced or when work, remodeling or alterations on any such structure has been commenced, the work must be prosecuted diligently and the exterior of any such dwelling or other structure to be erected, placed or maintained on the premises conveyed shall be fully completed within one year from the commencement of such construction (absent extenuating circumstances), or the period required by the Town of New London Zoning Ordinance.

- (a) Any Lot Owner proposing to build a single family residence or any structure on a Lot is required to post a twenty-five thousand dollar cash surety in an interest-bearing account with a local bank or commensurate bond running to the Association. The surety account will be payable to the Association with interest payable to the Owner. The surety will be released by the Board of Directors of the Association upon substantial completion of the exterior of the single family residence or structure, final grading of the Lot, and inspection/repair to original status of affected Common Area. Failure of Lot owner to comply with Restrictive Covenants will result in forfeiture of the principal to the Association to allow the Association to complete the required improvements, but not the interest of the bond. Any portion of the principal not required to pay for the required improvements will be returned to the Owner. *
- (b) All construction activity, including renovation or repairs not considered emergency in nature, will start no earlier than 7 AM and stop no later than 6 PM.
- (c) Construction on any Lot shall be undertaken only when there is a valid and open building permit issued by the Town of New London for that Lot.

- (d) Construction materials and equipment may be located only on the Lot where construction is occurring, or on the "staging area" in the Common Area designed on the Plan.

13. Every Lot Owner shall have an easement of use and enjoyment, in common with others, in and to Common Area shown as Lot 17, including the waterfront portion of Lot 17, and facilities and access to them including access through the tunnel under the state highway, as such Common Area is shown on the Plan and such easement shall be appurtenant to and shall pass with the title to each Lot. The easements shall be subject to the following:

- (a) The rights of the Developer and/or the Association as set forth in its Articles of Incorporation and Bylaws;
- (b) The right of the Developer and of the Association, to grant and reserve easements and rights-of-way through, under, over and across Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private water, septic, sewer, drainage, fuel oil and other utilities, including without limitation the easements specifically described hereafter;
- (c) Rights of certain abutters to water lines or agreements for maintaining protective plantings that will be conditions imposed on deeds granted to future Lot Owners. Such existing water lines and rights are shown on the Plan.

14. Each single-family residence shall be serviced by a sewage disposal system. Existing residential units have septic systems consisting of approved or grandfathered septic tanks and leach fields located within the Lot or partially on the Common Area, in which case the Lot Owner shall have an easement for placement of such septic system. The purpose of the easement is for the installation, maintenance, repair or servicing of a septic tank and a leach field and of related pipes, conduits or other components of a septic system. Construction and maintenance of septic systems shall be the responsibility of individual Lot Owners, and not of the Association. Each Lot shall have an easement on the Common Area in size and configuration sufficient to meet engineering and state and town requirements, for the installation of a state approved septic system to serve the residence on the Lot (or in appropriate cases, to serve the residences on more than one Lot, if so approved), to the extent that the septic system cannot be installed completely on the Lot(s) to be served, the specifics of such system and size and configuration of easement to be determined at the time the system is designed and approved. Further, each Lot shall have an easement for power lines, water lines, utilities and driveways over the Common Area. The Common Area is subject to an easement for a power line serving the property to the north of the premises and rights of the New London-Springfield Water System Precinct to maintain its water lines crossing the Common Area.

15. All Lots are serviced by privately owned water pipes providing public water by the New London Springfield Water System Precinct and payment for water charges shall be the responsibility of individual Lot Owners except for water used on the Common Area which costs shall be part of the Association fees. Maintenance of the common water system (which is defined as the water pipes, lines and hydrants that are connected to the water main owned by the

New London Springfield Water System Precinct) is part of the costs paid by the Association budget and annual Owner membership dues.

16. No noxious or offensive activity (not including allowed construction activity, or construction staging or storage of trailers in permitted locations shown on the Plan) shall be suffered or permitted on any Lot or the Common Area. No unsightly objects shall be displayed on any Lot or the Common Area, nor shall anything be done thereon which may be or later become an annoyance or nuisance or danger to the health of any other site or which may otherwise detract from the general character and quiet enjoyment and preservation of the residential quality of the neighborhood. This includes but is not limited to hunting or recreational discharge of weapons (guns or bow and arrows), in or on any Lot or the Common Area.

17. Developer and the Association reserve, in perpetuity, to themselves and their successors, heirs, executors, administrators and assigns the right to install, maintain, repair and replace under, over and upon the Lots and structures of the Subdivision the following: electric, telephone and other communication wires and poles; water, sewer, gas, septic and drainage pipes, mains, conduits and systems; catch basins, surface drains and culverts; and such other facilities, installations, appurtenances and things as the grantor or the Association and its heirs, executors, administrators and assigns may deem necessary and convenient. Included in this reservation is the right to grant to telephone, communications, electric, gas, water and other public and private utility companies and to such other persons and corporations as the Developer or Association or their heirs, executors, administrators and assigns may determine, the right of installation, maintenance, repair and replacement.

18. By acceptance of a deed to property, the Owner of such Lot shall be deemed to be a member of the Association, as further described in those Bylaws which will be duly recorded in the Merrimack County Registry of Deeds herewith, and shall be deemed to covenant and agree to pay to such Association any valid dues and assessments as required by the Association in accordance with its Bylaws. Any unpaid dues and assessments shall constitute a lien against the Lot. Developer reserves the right to convey property to the Association for use as Common Area and other uses permitted by this Declaration and the Bylaws. Developer further reserves the right to convey or assign all of its rights, interests, duties and obligations under this Declaration to the Association. Developer will establish the Association prior to or upon the conveyance of title to the first Lot conveyed in the Subdivision, and will transfer control of the Association as provided in the Bylaws. In the event of multiple Owners of any Lot, each Owner will be jointly and severally liable to pay all amounts due hereunder and shall be responsible to insure compliance with these Covenants and all Bylaws, and Rules and Regulations applicable to the subdivision. In the event of multiple Owners, a majority of the Owners shall be entitled to act for all Owners and the Association shall be entitled to rely on any written evidence of authority or individual attending in person and representing that he or she may act on behalf of multiple Owners.

19. The Association shall be governed in accordance with the provisions of the Bylaws to be recorded herewith. Each Lot Owner shall be a member of the Association and required to pay dues as set forth in the Bylaws.

20. The Association shall be responsible for maintaining the improvements on the Common Area (Lot 17), the roads, drainage, water system and all facilities comprising the Common Area and for paying for such maintenance, and for remedying any environmental problem in violation of Town of New London or State of New Hampshire law or regulation arising on its property. In the event the Association fails to maintain any such improvement or facility, or remedy any such violation within a reasonable time, the Town of New London shall be entitled to perform such maintenance or remedy such violation, and shall have the right to place a lien on the Common Area and Lots to secure payment for such services it performs, in the same manner as it may do with respect to unpaid real estate taxes at the sole expense of the Association. With prior notice to an Owner, the Town of New London shall the right to enter into and inspect Lots for the purpose of enforcing covenants contained herein, and further, provided that the Town is acting upon a legitimate written complaint by a Town Official or member of the public. *

21. Invalidation of any easement, covenant, restriction, agreement or charge herein contained shall in no way affect the validity of any other provision of this Declaration. Failure to proceed to enforce any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstances.

22. This Declaration may be amended by Developer prior to the conveyance of any Lot, subject to the approval of the New London Planning Board. Subsequent to such a conveyance, this Declaration may be amended only by a unanimous vote of Owners, including Developer, until six Lots have been conveyed, subject to the approval of the Town of New London Planning Board. After the conveyance of six Lots, this Declaration may be amended by a vote of Owners of three-fourths of the Lots, subject to the approval of the Town of New London Planning Board. Developer shall be deemed the owner of any Lot to which it has title. For the purposes of paragraph 20 of this Declaration, the term "conveyance" shall not include conveyances to a successor subdivider, as that term is defined by RSA 356-A:1,V. *

23. Developer has established in the Subdivision a general Plan for the improvement and development of the premises, and declares that all the Lots and Common Area are subject to the foregoing covenants and restrictions. These covenants and restrictions are for the benefit of each Owner of land in the Subdivision, and any mortgage or other interest therein, and are construed and intended to be restrictive covenants running with the title to each Lot and the Common Area.

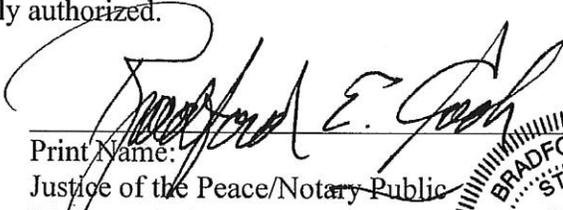
Executed this 17th day of June 2009.

CAMP WALLULA, INC.

By: 
Christian J. Bottinger, Its President

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 13th day of June, 2009 by Christian J. Bottinger, President of Camp Wallula, Inc., on behalf of the corporation, being duly authorized.



Print Name:
Justice of the Peace/Notary Public
My commission expires:



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