

DECLARATION OF RECIPROCAL EASEMENTS
COTTAGE LANE DEVELOPMENT

THIS DECLARATION made this ____ day of _____, 2019, by Harry M. Snow, III, having a present mailing address of _____, New London, New Hampshire 03257, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the Town of New London, County of Merrimack and State of New Hampshire which he acquired by virtue of a warranty deed from Hilary P. Cleveland, Trustee of the James C. Cleveland Revocable Trust, and from William F. Kidder, dated February 11, 2002, recorded in Volume 2344, Page 853 of the Merrimack County Registry of Deeds, and by virtue of a warranty deed from Karen Wenmark, Executrix, dated February 15, 2002, recorded in Volume 2344, Page 849 of said Registry, and

WHEREAS, the said real property consists of a 7 lot residential subdivision (Lots numbered 2 through 8) known as Cottage Lane Development, and

WHEREAS, Declarant has developed said Lots 2 through 8 of Cottage Lane Development in such way that they share a common roadway known as Cottage Lane, as well as common parking areas and access roadways to and through said parking areas, common water pipes and sewer pipes, public utilities, and provisions for snow removal and storage, trash removal and for storm drainage, and

WHEREAS, Declarant does not wish to merge any of said Lots 2 through 8, but wishes to retain them as separate independent lots of record, and

WHEREAS, Declarant wishes to provide for the creation of cross-easements between all of said Lots so as to permit each of said Lots 2 through 8 to exist as separately-owned tracts or parcels, each possessing the access, utilities and other amenities which each now enjoys,

NOW THEREFORE, the Declarant does hereby establish the following easements, rights, interests, duties and obligations to be permanently applied to said Lots 2 through 8 of the Cottage Lane Development, to run with each such Lot, and to be binding upon all future owners of said Lots and upon their heirs and assigns:

1. Each of said Lots 2 through 8 shall hold an undivided one-seventh interest in the ownership of the private roadway known as Cottage Lane, subject to the rights of the owners of said Lots to convey said roadway to the Town of New London as a public way, and each said Lot shall share in the rights to pass and repass over and upon said roadway. All costs of maintaining, repairing, replacing and clearing of said roadway shall be paid equally by the owners of said Lots 2 through 8.

2. Declarant, or his successor in interest as the owner of said Lots 2 through 8, reserves the right to assign specific parking spaces within the Cottage Lane Development as appurtenances to each of said numbered lots, such designations to be made in such a way as to provide adequate spaces for each of the buildings on each said lot. Each of the lots shall have the right to utilize the parking access roadways necessary or convenient for access to the parking spaces assigned to such lot. Each of the lots shall be responsible for the maintenance and repair of the parking spaces assigned to it, and each lot shall share equally in the costs and expenses of maintaining and repairing the access roadways, and for clearing such roadways and all parking areas of ice and snow.

3. Existing water and sewer pipelines, and public utility lines and cables shall remain in their current locations and shall continue to benefit all of the Lots. In the event it ever becomes necessary to relocate such water pipeline, sewer pipeline, or public utility lines or cable, any of the Lots over which such pipes, lines or cables pass shall be required to permit such relocation. All costs of maintaining, repairing, replacing or relocating any of such pipelines, lines or cables shall be paid equally by the owners of said Lots 2 through 8.

4. Declarant, or his successor in interest, shall be authorized to designate areas upon any of the 7 numbered lots to serve as snow storage areas for the acceptance of snow and ice which has been removed from Cottage Lane, the parking access roadways, or the parking areas. Such snow storage areas shall be for the benefit of all of the lots in the Cottage Lane Development. Any such designation of a snow storage area shall be made by Declarant or his successor in interest prior to the conveyance of the lot upon which the snow storage area is located.

5. Declarant, or his successor in interest, is authorized to provide for storm drainage in such manner as shall be practical, necessary or desirable for any and all of the 7 lots. Said Lots 2 through 8 shall be required to receive any such storm drainage according to the provisions of any drainage plan developed by Declarant or his successor in interest. All costs and expenses incurred for such storm drainage shall be paid equally by the owners of said Lots 2 through 8.

6. Declarant, or his successor in interest, is authorized to designate specific locations on one or more of the 7 numbered lots

as dumpster placement sites, such dumpsters to be utilized by all of the lots for trash disposal. All costs and expenses of obtaining and providing such dumpsters, for emptying and carrying away the trash from such dumpsters as needed, and any other services needed or desired for trash removal from the lots shall be paid equally by the owners of said Lots 2 through 8.

7. During such time as Declarant or his successor in interest owns four or more of said Lots 2 through 8, Declarant shall be responsible for arranging for all such services as may be required to carry out the various shared duties and responsibilities required for the continuation of the various easements, rights and amenities set forth in this document, and shall allocate the costs and expenses to be borne by each of Lots 2 through 8 to provide for all such services and duties. At such time as Declarant or his successor in interest has conveyed four or more of the Lots to other owners, an Owners' Association for Cottage Lane Development shall be created by the various lot owners, which Association shall assume all responsibilities for operating the common easements, duties and amenities for the Lots, determining the amount each such Lot shall pay for such operations, collect such amounts from the various Lot owners, and pay all costs required for continuation of such operations.

8. This Declaration shall be recorded in the Merrimack County Registry of Deeds, and shall be binding upon each of said Lots 2 through 8 of the Cottage Lane Development.

IN WITNESS WHEREOF, Harry M. Snow, III, as Declarant herein, has hereunto set his hand this ____ day of May, 2019.

witness

Harry M. Snow, III

STATE OF NEW HAMPSHIRE
_____, SS.

May _____, 2019

Personally appeared Harry M. Snow, III, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace

(Please type or print name)

My commission expires: