

**PART A**  
**DECLARATION OF COVENANTS, RESERVATIONS, RESTRICTIONS**  
**AND EASEMENTS**  
**As Amended**

**(See Merrimack County Registry of Deeds Book 2362, Page 1495 and Book 2516, Page 1276)**

**1. ARCHITECTURAL AND SITING REVIEW.**

No structure shall be commenced, erected, placed or permitted to remain in any portion of Great Pines, nor shall any existing structure or landscape be altered in any fashion, other than decorative change or in an emergency situation which changes the exterior appearance thereof unless permission in writing to do so has first been obtained from the GPOA board, in accordance with the policy and procedures adopted for this purpose and outlined below. No completed structure in Great Pines shall have a footprint exceeding 2,500 square feet, including garages, or a height of more than three stories, including the required basement. The area cleared in any lot shall be minimized and cannot exceed one half of the actual lot, including any area cleared for the footprint of the completed structure, accessory buildings, driveway, lawns and parking. The right to prohibit the construction or alteration of any structure which is not well-sited, or is not compatible with the style, appearance and value of existing structures or with the architectural scheme and concept created for Great Pines, is specifically reserved for GPOA. All construction and alterations are governed by the regulations of the Town of New London, as required by its building permit process.

**1a. MAINTENANCE AND REPAIRS.** Maintenance of the outside surfaces of all structures in Great Pines shall be the responsibility of each owner. However, if GPOA provides written notice of a violation of this provision, the owner will have 10 days to begin such maintenance and repair and 30 days to complete such repairs. If the owner has not done so within the time limit, such maintenance and repair may be performed by GPOA, and assessments to pay for such as provided in Part II, Section 7 (d) of the Bylaws.

**1b. REMOVAL OF DEBRIS.** In the event a structure in Great Pines is destroyed in whole or in part by fire, windstorm or other casualty, GPOA may, as provided in the Bylaws, Part V, Section 4 (b), remove the debris and do such things necessary to render the site of the casualty safe and to make assessments therefore.

**1c. GROUNDS, ROADS, AND UTILITY MAINTENANCE AND OTHER SERVICES.** Road maintenance, repair and repaving, as well as repair and maintenance of utilities are the responsibility of GPOA. Snow plowing and shoveling to make homes accessible, maintenance of Common Land, caring for Lot Yard Areas and maintaining berms and level spreaders (erosion controls) in Common Land and Lot Yard Areas shall be performed by GPOA to the extent required in its Bylaws or by a vote of its members. Assessments shall be made as provided in the Bylaws, Part V, Section 3 (a) and (b) to provide funds to carry out these services.

**1d. WATER AND SEWAGE.** No individual on-site water and/or sewage systems are permitted, but lot owners must use water and sewage systems maintained by the Town of New London and the New London-Springfield Water System Precinct.

**1e. WATER MONITORING.** GPOA shall be responsible to pay for water monitoring to be performed by the Little Lake Sunapee Protective Association on not more than four (4) predetermined sites along the intermittent stream indicated on the Plans of Great Pines, unless circumstances require additional or different

sites. Water samples will be collected at the discretion of the Little Lake Sunapee Protective Association but will not exceed three (3) times per year, unless water samples exceed normal levels of tested parameters. Water samples will be tested for conductivity, turbidity and total phosphorus, unless other tests become necessary based on circumstances. Should the Little Lake Sunapee Protective Association fail to monitor the water, the Town of New London is authorized to act in its stead, also at the expense of GPOA, in accordance with Part I, Section 6 of the Bylaws. Water testing results will be reported promptly to the New London Conservation Commission and GPOA in writing. Should water testing results exceed normal levels of tested parameters, GPOA agrees to correct immediately all physical causes of such results. If GPOA fails to correct such causes, the Town of New London is authorized to make necessary repairs at the expense of GPOA in accordance with Part I, Section 6 of the Bylaws.

2. **SUBDIVISION.** No lot in Great Pines shall be further subdivided.

3. **SEVERANCE.** No interest in common land shall be severed or separated from the interest in the lot to which it is appurtenant and such interest shall be deemed to be conveyed or encumbered with the lot even though not specifically described or mentioned in the instrument conveying or encumbering the lot.

4. **PARTITION.** No owner of an undivided interest in common land shall institute, cause, permit, participate or acquiesce in permitting the institution of any action to partition or separately identify his interest in said common land.

5. **EASEMENTS FOR ROADS.** GPOA reserves the right and easement to construct, maintain and use roads and ways within a distance of 25 feet of the centerline of all roads in all phases of the development as more particularly described on any plans which may be recorded, and the right to construct and maintain slopes, embankments and drainage beyond said limits.

6. **UTILITY EASEMENTS RESERVED.** GPOA reserves the right and easement to construct, maintain, repair and service lines, wires, pipes and all other necessary and appurtenant equipment for the installation and maintenance of sewer, water, electric, telephone or other utility service on or through lots and common land. The exact location of said easements to be permanent upon the installation of lines, pipes and equipment on lots and common land.

7. **RIGHT TO ALTER ROADS, LOCATION OF AMENITIES.** GPOA reserves the right to change or alter the location of roads, the location or size of any paths, trails, parks or other amenities now existing or hereafter created, should it find that physical conditions require or make convenient such changes or alterations, provided, however, such change or alteration does not have substantial adverse effect upon the value of any unit. Such changes are subject to the approval of the New London Planning Board.

8. **RIGHT TO ALTER COMMON LAND AND BUFFERS.** The Common Land may not be altered. A 100-foot Buffer around all Great Pines phases must be maintained, combined with sufficient common land to meet the required density calculations.

9. **ASSOCIATION MEMBERSHIP REQUIRED.**

(a) Every lot owner is, and shall be, a member of "Great Pines Owners' Association" and is subject to its Bylaws and bound by its lawful acts. All property in Great Pines is subject to the Bylaws and other lawful acts of GPOA.

- (b) Every lot owner, by acceptance of his deed, consents and agrees to all the provisions of Part B hereof (the Bylaws), and specifically to those which impose a lien for unpaid assessments and authorizes judicial action for non-payment thereof.

**10. APPLICATION TO ADDITIONAL PREMISES.** GPOA may acquire, with appropriate approvals of the members, title to additional adjacent land, which it may then desire to develop for whatever purposes are approved by the members. Part or parts of such adjacent land can, from time to time, be added to Great Pines following approval of the New London Planning Board by GPOA filing an amendment to this instrument with the Merrimack County Registry of Deeds. Such amendment may be executed solely by GPOA notwithstanding any other provision to the contrary.

**11. USE OF COMMON LAND.** All owners of lots in Great Pines have the right to use the Common Land in Great Pines, subject, however, to the following restrictions as well as those set forth in 17-21 inclusive thereof.

- (a) No waste shall be created and specifically no trees, shrubbery or brush shall be cut without the consent of the GPOA board. Cutting in Common Land and the 100-foot Buffer surrounding Great Pines is restricted to removing dead and diseased trees and clearing new, invasive underbrush. A healthy, well distributed stand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place.
- (b) No structures of any type or nature, however temporary, shall be erected, placed, or permitted on Common Land or the Buffer.
- (c) No snow machines, ATV or other motorized vehicles of any type are permitted on Common Land or Buffer except for licensed vehicles' use of roadways and maintenance vehicles operated or hired by the GPOA board.
- (d) No fires are permitted on Common Land or the Buffer.
- (e) No habitation of any kind or duration is permitted on Common Land or the buffer.

**12. USE OF LAND WITHIN LOT BOUNDARIES.** Use of conveyed Lots is restricted to the home and other structures, including walkways, paths and patios, approved through the architectural and siting review. No trees, brush, landscaping, landscaped berms or other drainage features shall be cut or altered without the permission of the GPOA board. A healthy, well distributed stand of saplings, shrubs and ground cover and their living undamaged root systems shall be left in place.

**13. EMERGENCY REPAIRS.** GPOA shall have the right to enter any premises in Great Pines in order to effect such repairs. -

**14. ENTRY FOR ORDINARY REPAIRS.** GPOA reserves the right to enter any lot to perform such maintenance and repair work described in Parts A and B hereof.

**15. NONRESIDENTIAL USE PROHIBITED.** No structures other than a single-family residence shall be constructed, placed or permitted upon any land in Great Pines. No owner shall use his unit for any purpose other than residential. This section shall not be construed to prevent any owner from renting or leasing his unit for residential purposes for periods exceeding four consecutive months.

**16. NUISANCES PROHIBITED.** No person shall make any use of any portion of Great Pines which constitutes a nuisance to, or annoyance to other owners, or which constitutes a fire hazard.

**17. SIGNS AND OUTSIDE STORAGE.** No signs shall be permitted in Great Pines except each owner may maintain a name and address sign not to exceed two square feet. No snow machines, campers, boats or unregistered cars may be stored permanently (for more than 30 days) in outside storage.

**18. FENCES.** No fences shall be erected on Common Land. Fences on lots are subject to Architectural and Siting Review under Paragraph 1 herein.

**19. PETS AND LIVESTOCK.** No livestock shall be kept or permitted in Great Pines. Pets may be kept in dwellings and on lots and are permitted on common land when restrained. GPOA reserves the right to revoke this permission based on complaints by other owners.

**20. OVERHEAD LINES PROHIBITED.** All electrical and telephone service lines shall be placed underground.

**21. CONSTRUCTION COMPLIANCE.** All construction is subject to the Cluster Development and Major Subdivision Plan as approved by the New London Planning Board, the New London Zoning Ordinance, the New London Land Subdivision Control Regulations and the New London Building Permit System.

Any provision of the Great Pines Owners' Association Part A, Declaration of Covenants, Reservations, Restrictions and Easements, as amended, that is prohibited or unenforceable in any governing jurisdiction shall, as to such jurisdiction, be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law and shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, Great Pines Owners' Association has hereunto set its hand this \_\_\_\_\_ of \_\_\_\_\_, 2017.

**GREAT PINES OWNERS' ASSOCIATION**

By \_\_\_\_\_  
\_\_\_\_\_, Secretary  
Duly Authorized