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McLane, Graf, Raulerson & Middleton,
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040585

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF MT. MINER ESTATES - PHASE II**

Harvard Avenue
Auburn, New Hampshire

2002 MAY 10 PM 2:17

SYLVIA C. TENN, Trustee of **DOXON REALTY TRUST**, under the Amended and Restated Declaration of Trust of Doxon Realty Trust dated February 18, 2002 and recorded in the Rockingham County Registry of Deeds ("Declarant") is the owner of a certain parcel of land located in Auburn, Rockingham County, New Hampshire (the "Subdivision") consisting of twenty-three (23) lots numbered 28-1-1 through 28-1-23 as shown on a plan of land entitled "Subdivision to be known as Mt. Miner Estates - Phase Two, prepared for Doxon Realty Trust prepared for James J. and Sylvia C. Tenn, Trustees and situated in the Town of Auburn, N.H." prepared R.S.L. Layout & Design, Inc. and recorded in the Rockingham County Registry of Deeds as Plan #D-29422 (the "Plan").

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

WHEREAS, the intent of these restrictions is to assure that the Subdivision is used for attractive private residential purposes only, to prevent nuisances, to preserve the peaceful country atmosphere of the Subdivision, and to maintain the desired tone of the community, including the investment and resale value of the property.

NOW, THEREFORE, in consideration of the benefits being granted herein to the prospective owners of lots in the Subdivision and in consideration of the benefits reserved by and anticipated by the Declarant, this Declaration of restrictions, conditions, covenants, charges, easements and servitudes (the "Restrictions") is made to apply to all lots in the Subdivision.

1. The Restrictions shall run with, apply to, and bind the land as restrictions for a period of fifty (50) years from the signing of this Declaration unless rescinded or otherwise revoked by a majority of the owners residing in the Subdivision; however, Restrictions may be extended for a like period of thirty (30) years upon written consent of a majority of the lot owners residing in the Subdivision whose lots are subject to Restrictions.

2. Unless otherwise indicated, all Restrictions 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 include or incorporate this Declaration of Restrictions in deeds to lots of the Subdivision shall not in any manner affect the validity and effectiveness of these Restrictions upon any lot made subject to the Restrictions by this Declaration.
3. Not more than a single private residence designed for occupancy by one family may be erected or maintained on any one lot, including all lots enlarged or recreated by the shifting or relocation of boundary lines. Consistent with Paragraph 5 below, a detached garage may be erected and maintained as part of the residence subject to other Restrictions herein. All residences constructed shall have no less than a two-car garage, either attached or under the residence. Carports shall not be erected or allowed.
4. Lots 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 and common drainage systems.
5. No building or structure shall be erected nearer than fifty (50) feet to the front or fifty (50) feet to the rear lot line and not nearer than thirty (30) feet to the side lot lines. Where two (2) or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner.
6. All buildings erected or constructed for residential purposes on any lot shall contain a minimum of two thousand (2,000) square feet. The method of determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding basement, garages, breezeways, decks, porches, patios, and terraces in the calculation of the minimum square foot area.
7. No buildings shall be left with unfinished exterior. The exterior of the buildings shall be kept in a proper state of repair and maintenance.
8. No buildings shall be erected having a simple tarpaper roof or concrete block foundation or walls.
9. All oil or liquid fuel tanks shall be installed in the ground or installed on a cement slab in either the garage or the residence.
10. No wall, screen, or fence erected at a boundary shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property. Fencing is allowed only on the side and rear yards.

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11. Any lot owner may rent his property for residential use subject to the Restrictions. In such an event, the lot owner, the tenant and all occupants of the lot are subject to the Restrictions.

12. No mobile home, trailer, or other similar, temporary or movable vehicle or structure used as a living area shall be erected, placed or caused to remain upon any lot of the Subdivision.

13. No unregistered motor vehicle of any type and no junk shall be allowed to remain on any lot herein.

14. No mortgage or deed of trust made in good faith and for value upon a lot(s) of the Subdivision shall be defeated or rendered invalid by any breach of Restrictions as to said lot. In the event of any mortgage foreclosure, the Restrictions shall be binding upon the mortgagee as well as any new owner of the lot acquired through foreclosure, trustee's sale or otherwise.

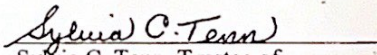
15. The Restrictions set forth herein are made for the benefit of the Declarant and its business successors, as well as for any lot owner of all or part of the Subdivision. All persons having an interest in the Restrictions have the right to stop or prevent the violation of the Restrictions by injunction or other lawful procedure.

16. The failure to enforce any Restriction herein, however long continued, shall not be deemed laches or a waiver of the right to enforce thereafter these Restrictions as to similar or other violations, or as to the same continuing breach or violation.

17. Invalidation of any of these Restrictions by a court of competent jurisdiction shall in no way affect or invalidate any of the other Restrictions set forth herein and governmental ordinances or regulations shall take precedence over these Restrictions.

18. Notwithstanding anything to the contrary contained herein, the Declarant, its successors or assigns of its rights herein, shall have the right but not the obligation to amend this Declaration or waive any of the Restrictions contained herein. Upon submission in writing to the Declarant of a request to so waive a Restriction, the Declarant shall review same and render a decision in writing to the party so requesting a waiver which shall be final. A decision to waive any Restriction contained herein shall be an individual decision and shall in no way affect or invalidate any of the other Restrictions which shall remain in full force and effect.

Signed this 18 day of February, 2002.

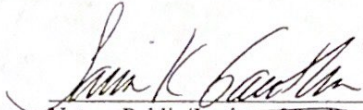

Sylvia C. Tenn, Trustee of
Doxon Realty Trust

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STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Personally appeared the above named Sylvia C. Tenn, Trustee of Doxon Realty Trust, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained, on behalf of the Trust on February 15, 2002.

Before me,



Notary Public/Justice of the Peace

Printed Name:

My Commission Expires:

(SEAL)

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