

1/8/2

Register of Deeds, Carroll County

Lisa Scott

Amended, Restated, and Extended
Declaration of Easements, Covenants, and Restrictions

Property Owners Association at Suissevale, Inc. (POASI)

2015

Amended, Restated and Extended Declaration of easements, covenants, restrictions, agreements and charges affecting real property known as Suissevale, a subdivision in Moultonborough, County of Carroll, and State of New Hampshire (hereinafter referred to as "Declaration").

This Declaration by the members Property Owners Association at Suissevale, Inc., a New Hampshire corporation, shall be effective upon the approval of a majority of votes of members entitled to vote.

This Declaration amends, restates, and replaces the declaration executed on September 12, 1966 (the "1966 Declaration") and duly recorded on September 17, 1966 at the Carroll County Registry of Deeds at Book 406, Page 411, and effective for a period of thirty (30) years from July 1, 1966, pursuant to Paragraph 23 of the 1966 Declaration, subject to extensions for successive periods of twenty (20) years each. These 2015 updated covenants shall have no expiration date.

The 1966 Declaration was duly amended by instruments including the following:

Amendment dated October 20, 1966, duly recorded on November 29, 1966 in the Carroll County Registry of Deeds at Book 409, Page 339;

Amendment dated June 10, 1969, duly recorded on July 3, 1969, in the Carroll County Registry of Deeds at Book 447, Page 31;

Decree of the Carroll County Superior Court, dated October 7, 1976, duly recorded on May 14, 1980, in the Carroll County Registry of Deeds at Book 783, Page 247; and

Stipulation and Settlement Agreement in Equity Nos. 4574 and 4591, Carroll County Superior Court, duly recorded on February 18, 1988, in the Carroll County Registry of Deeds at Book 1305, Page 346.

The 1966 Declaration was duly extended by a vote of a majority of lots in Suissevale on April 20, 1996, and duly recorded on June 5, 1996, in the Carroll County Registry of Deeds at Book 1658, Page 788.

BK3241PG 575

*plan
EX*

WITNESSETH:

WHEREAS Suissevale, Incorporated, a New Hampshire corporation was the owner of a parcel of land known as Suissevale, situated in Moultonborough, Carroll County, New Hampshire; and

WHEREAS Suissevale, Incorporated was administratively dissolved as a corporation and its charter repealed in 1971;

WHEREAS the corporation Property Owners Association at Suissevale, Inc. ("Corporation") was created in 1969 and its Articles of Agreement duly executed on June 7, 1969, and any reference herein to the "Corporation" is a reference to the Corporation and any successors or assigns of the Corporation; and

WHEREAS among the stated purposes in the Corporation's Articles of Agreement are to "enforce the restrictions and covenants contained in a Declaration by Suissevale, incorporated, dated September [12], 1966, recorded in Book 406, Page 411, as amended October 20, 1966, Book 409, Page 339, and as may be further amended from time to time, and to promote the maintenance, preservation and improvement of the Suissevale common properties; including rights of way, streets, water sources and distribution facilities and related matters"; and

WHEREAS it is intended that Suissevale be divided into building lots and reserved areas for common use, as hereinafter defined;

WHEREAS the owners represent owners of a majority of lots voting in a vote of all lot owners;

WHEREAS by express, reciprocal provisions included in the deeds of the developer conveying lots in the development, the developer imposed certain easements, restrictions, agreements, and charges that run with and encumber all lots in the development (collectively, the "Covenants");

WHEREAS it is desired to impose the Covenants hereinafter set forth, for the protection and benefit of the Corporation, its grantees, and all owners of property in Suissevale.

NOW, THEREFORE, the Corporation hereby declares that every building lot in Suissevale is, and shall be, held and conveyed subject to the easements, covenants, restrictions, agreements and charges hereinafter set forth:

1. As used herein, the terms "subdivision" and "development" shall mean the property in Moultonborough, New Hampshire, known as Suissevale and the restrictions hereinafter contained shall apply to the lots therein which may be sold from time to time by Suissevale, Incorporated, its successors and assigns, including the Corporation. The term "lot" shall mean a lot as shown on Plans for the Suissevale Development now

ref
EX

or hereafter recorded from time to time with the Carroll County Registry of Deeds, but shall not include any areas designated thereon as ways, community or reserved areas. These restrictions may be amended, changed, modified or revoked only as set forth herein.

2. All lots in the subdivision shall be used for residential purposes only and the usual and natural uses in connection therewith.

3. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding two stories in height, together with appurtenant private garage or car shelter; and boat house, dock, wharf, or pier. Prior to the start of the construction of a dwelling on an undeveloped lot, the lot owner shall provide detailed plans of the proposed dwelling to the Building Control Committee for approval.

An infrastructure impact fee, as set by the Corporation, shall be paid prior to the commencement of the construction. Such infrastructure impact fee shall be enforceable and collectable pursuant to Paragraph 29.

4. All construction must adhere to the building codes adopted by the Town of Moultonborough. No temporary structure shall be built upon any lot other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed upon completion of any building operation. When completed, no building or structure on the property shall be covered with tarred paper or any other temporary wall covering. All sewerage and waste disposal shall be accomplished by means of a septic system approved by the authority having jurisdiction.

5. No building or structure of any kind shall be built, erected or maintained on any lot unless set backs are approved by the authority having jurisdiction or a lawful variance granted.

6. All lots shall be maintained free of trash, debris and overgrowth.

7. Type, size and construction of dwellings and other structures: Any dwelling or other structure erected, placed or altered on any lot in the subdivision must be approved in writing by the Building Control Committee prior to start of construction. Disapprovals shall set forth the reasons therefor by reference to these restrictions. Approval will be granted only after submission of satisfactory plans, specifications and a site plan showing location of proposed structure(s) on the lot. If no suit shall have been commenced within one year after the completion of any structure, addition or landscaping the same shall be conclusively deemed to have then complied with this restriction. Every structure must conform to the following minimum standards:

a. Any dwelling erected on any lot in this subdivision shall have minimum of 1400 square feet of floor space, exclusive of basement, if a one story dwelling and a minimum of 900 square feet per floor if a multi-story dwelling. Square footage

calculation excludes of porches, eaves, steps and garages. The Building Control Committee may waive the square foot requirements if the conditions of the lot so require. The side that faces the street shall be considered to be the front of any dwelling erected in this subdivision. All basements or other space between the ground and the first floor shall be closed in and finished in the same manner as, or harmonious with, the other exterior surfaces of the dwelling.

b. All dwellings must meet those standards required by the State of New Hampshire and the Town of Moultonborough.

c. All sanitary plumbing and sewage disposal systems shall meet those standards required by the State of New Hampshire and the Town of Moultonborough.

d. All structures shall be completed on the exterior within nine (9) months from start of construction including two coats of paint, stain or varnish on any exterior wood surfaces. Exterior walls must be finished with approved siding material or if concrete block is to be used as an exterior surface, it must be painted with two coats of masonry paint. Remedies for non-compliance with this provision shall be provided in the By-Laws.

e. Any reasonable change, modification or addition to the within restrictions will be considered by the Building Control Committee.

8. Garage and Boathouse ~ repealed in 2015.

9. No "for sale" or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the Corporation or by the building owner. Rules for advertising signage shall be defined in the By-Laws.

10. No wharf or pier may be erected without approval of the Building Control Committee and approved by the authority having jurisdiction.

11. Easements for the installation and maintenance of public utilities or drainage facilities are reserved by the Corporation along and within 12 feet of all side lot lines and 12 feet of all rear lines and 15 feet of all front lot lines in this subdivision. Such other easements are hereby reserved by the Corporation to enter upon the premises as may be necessary to construct, operate and maintain any other public improvements, pipes, wires, etc., whether under or above ground.

a. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement, as long as such lines do not hinder the construction or reasonable use of buildings on any lots in the subdivision.

b. The costs incurred by the Corporation to install or replace a driveway culvert shall be the responsibility of the lot owner of the lot served by the culvert.

John
CK

Remedies for non-compliance of this provision shall be provided in the By-Laws. Costs shall be enforceable and collectable under Paragraph 29.

12. The Corporation, its successors and assigns reserves the right to designate one or more lots as "commercial" for the construction of drug, grocery and other stores of the type known as "neighborhood stores" or for so-called facilities.

13. Owners of lots shall at all times keep and maintain their property in this subdivision in an orderly manner, free of disrepair, and prevent accumulation of rubbish and debris on the premises. Remedies for non-compliance with this provision shall be provided in the By-Laws,

14. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision, except those lots so shown as commercial on the recorded plans, nor shall any animals, birds, fowl, or poultry, except common household pets, be kept at any time thereon.

15. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness not to exceed six (6) months from the date of the destruction. The Board may, if justice requires, extend the deadlines in this Paragraph for a reasonable amount of time.

16. In order to maintain and improve the Suissevale area, including the recreational and common areas, roads, and common utilities, to pay the administrative costs, labor and materials needed for such purposes, and to acquire water from Lakes Region Water Company (or other such successor or alternate water supplier) and deliver it to participating lot owners, the owner of each lot shall, on a schedule set by the Corporation, in each year make an annual payment per lot, in an amount set by the Corporation, for such purposes. The Purchaser of a lot shall make a payment in the amount of the annual payment within thirty (30) days of closing on said lot unless said closing occurs less than sixty (60) days prior to the ordinary due date of the given year. Annual payments shall be enforceable and collectable pursuant to Paragraph 29.

If two or more lots are held as one tract and used in conjunction with a single dwelling, the annual payment provided herein shall not exceed the amount of the annual payment of a single lot, but the lien of said annual payment shall extend to all of said lots and in the event said tract shall again be subdivided and a buildable lot shall be held therefrom, then the purchaser thereof by accepting a contract or deed for said lot shall thereupon become liable for a like annual payment which shall be a lien on said lot and enforceable under the same conditions as above provided. Said annual charge of the annual payment will be increased only as required to accomplish the above purposes on a non-profit basis.

17. No well for water to service any lot shall be dug without first submitting a plan of the lot to, and obtaining the written approval of, the authority having jurisdiction and the

John EK

Building Control Committee prior to the installation of the well. Such plan shall show the location of the proposed well with reference to all of the structures on said and adjoining lots and septic systems thereof.

a. The Corporation maintains a water distribution system which provides water, whenever possible, to serve each dwelling. Each lot owner may tie into the water distribution system. The Corporation shall supply up to 100 feet of main line in the road or right of way, however any expense beyond the 100 feet, or if blasting is required on any of the installation, the property owner shall pay the additional expense. The fee to connect an existing dwelling to the distribution system shall be provided in the By-Laws. The house service shutoff valve shall be owned, provided and installed by the corporation, however, all costs for the shutoff valve and the tie-in to the distribution system is the responsibility of the lot owner. The cost for the service line from the shutoff valve to the dwelling shall be the lot owner's responsibility.

b. In the event that a lot owner experiences a water leak in a pipe or fixture that is located on the lot of the lot owner and that serves only structures on such lot, whether above ground or below ground, the responsibility to report such leak, if known, without delay and the cost of repairing such leak without delay shall be the sole responsibility of the lot owner, regardless of whether such leak is located within an easement area described in Paragraph 11. The lot owner shall be responsible for the cost of all water leaked as well as the cost to the Corporation of locating the leak, though the Corporation may, if justice requires, modify or waive such charges.

c. In the event of a water leak on a lot owner's property, the Corporation may turn off the water supply to such lot and promptly notify the lot owner. Upon notification by the lot owner that the leak has been repaired and upon payment of any applicable charges, the Corporation shall restore water to the lot. Remedies for non-compliance with this provision shall be provided in the By-Laws, Costs related to such water leaks shall be collectable pursuant to Paragraph 29.

18. No noxious or offensive activity shall be carried out upon any lot, including all common property nor shall anything be done thereon which may become an annoyance to the neighborhood. No structure of a temporary character or trailer shall be used on any lot at any time as a residence or otherwise. No boat shall be stored on any lot in such position as to block the view of any abutter or so as to distract from the character of the neighborhood. Trash, garbage or other waste shall be stored in sanitary containers. The structures and grounds on each lot shall be maintained at all times in a neat and attractive manner. Remedies for non-compliance with this provision shall be provided in the By-Laws.

19. No building material of any kind or character shall be placed or stored on any lot, nor shall any excavations be made, until the owner is ready, willing and able to commence construction, nor shall any structure be occupied in the course of

construction. Remedies for non-compliance with this provision shall be provided in the By-Laws.

20. With respect to all ways and areas to which any rights or interests in the Suissevale Development may be now or hereafter conveyed, the Corporation reserves for itself, its successors and assigns, including the Corporation, as appurtenant to all remaining land the right to use said ways and areas in common with any purchaser of its lots or subsequent owners, the right to grant to any other person or persons the right to use the same in common with such owners and others from time to time entitled to use the same, and the right from time to time to use or grant to others, the right to use said ways and areas for the purpose of installing, maintaining, and replacing, removing and using sewers, drains, water mains and related equipment, gas pipes, electric light, power and telephone wires and other public services, and necessary poles or conduits. The aforementioned rights shall be automatically null and void as to any said ways or areas which may become public ways or dedicated to public use.

21. No loam, sand or gravel, except that resulting from landscaping or from construction permitted under these Covenants, shall be removed for sale from any lot.

22. No property in the subdivision may be sold to any persons other than a spouse or child of the property owner while the Corporation continues in existence unless (a) the owner has received a bona fide offer to purchase the same; (b) the owner has given to the Corporation written notice stating the name and address of the potential buyer and the terms and conditions of said offer, and containing an offer by said owner to sell the same to the Corporation on the same terms and conditions as set forth in said bona fide offer; and (c) the Corporation within ten days after receiving notice has mailed or otherwise given said owner written notice that it elects to purchase the same in accordance with said offer. In the event that the Corporation shall so elect to purchase, the deed shall be delivered and the consideration paid at the Registry of Deeds on the 35th day, or as otherwise agreed to by the owner and the Corporation, after the date of the giving of said notice of election to purchase. The foregoing restriction is personal to the Corporation and its successors and assigns, is not intended to convey any rights to any other person, firm, corporation, or lot owner in the Suissevale Development, and may be waived in part or in whole by the Corporation, its successors and assigns at any time and from time to time. In the event that an owner conveys real property to a third-party not in accordance with the provisions of this Paragraph, the Corporation shall have available to it all remedies under law, including, but not limited to, the reversal or nullification of the sale to the third-party buyer, and the seller-owner shall reimburse the Corporation for all costs and fees incurred by the Corporation, which costs and fees shall be enforceable and collectable pursuant to Paragraph 29.

23. These covenants are imposed as part of a common scheme for the protection and benefit of Suissevale, Incorporated, its successors and assigns, including the Corporation, and each subsequent owner of a lot in the subdivision, and their respective successors and assigns, shall run with the land and shall be binding on all parties claiming under them. These 2015 updated Covenants shall have no expiration date. If

yes
EK

any provision hereof shall be held invalid by any court, such invalidity shall in no way affect the validity of any other provisions hereof.

24. Anything herein to the contrary notwithstanding, the Corporation reserves the right to change or modify these covenants and restrictions by duly recorded amendment(s) hereto, but no such change or modification shall have retroactive effect or shall otherwise in any substantial way change the character of the subdivision

25. Notwithstanding any other provisions hereof, the words "Suissevale, Incorporated" shall be deemed to include any successor or assign of Suissevale, Incorporated, including the Corporation, to which rights hereunder may be specifically assigned by written and recorded instrument.

26. Anything hereinbefore to the contrary notwithstanding, none of the covenants or restrictions in this Declaration shall impede, interfere with, or be held to apply to the rights of any bank or trust company which may from time to time hold a mortgage on any lot in the subdivision, or hold title thereto as a consequent thereof. Nothing in this paragraph shall be construed to exempt a foreclosing bank, trust company or other foreclosing entity from the new member fee provided in Paragraph 28.

27. The Building Control Committee shall consist of three (3) members appointed by the Corporation. The Committee may designate one of its members to act on its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement.

The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The Committee may reject any plan because, in the opinion of the Committee, the building is improperly placed on the lot, or creates an issue with the proposed driveway location.

28. A new member fee, in an amount set by the Corporation, shall be paid by the purchaser within thirty (30) days of the purchase of property in Suissevale. In the event of foreclosure, the foreclosing entity shall pay the new member fee within thirty (30) days of foreclosure, and the purchaser of the foreclosed property from the foreclosing entity shall pay the new member fee within thirty (30) days of purchase. The new member fee shall be enforceable and collectable pursuant to Paragraph 29.

If the property purchased is an undeveloped lot and that lot is merged with other property in Suissevale already owned by the purchaser, the new member fee need not be paid, provided that the newly purchased lot is merged with the already owned property and the recorded deed of the merged lot contain the deed restrictions that the merger is irrevocable and that the merged property may not be thereafter subdivided. The forbearance of the new member fee and separate annual payments for the newly purchased lot shall be considered due consideration for the deed restrictions.

BK 324 1 PG 582

John EK

29. With regard to any unpaid monies payable to the Corporation pursuant to this Declaration (including, but not limited to, annual payments, new member fees, culvert reimbursements, infrastructure impact fees, water hook-up fees, water-leak charges, and reimbursements, fines, costs, and fees as well as assessments and fees duly assessed pursuant to the By-Laws of the Corporation and Paragraph 31 herein), the Corporation shall have the authority to collect these monies from delinquent lot owners as allowed by New Hampshire law, including the authority to discontinue the delivery of water services to the lot(s) of the delinquent lot owner in order to compel the payment of any unpaid monies. In the event of a payment plan as provided below, the Corporation may discontinue water services in the event of a missed, scheduled payment. The Corporation may also withhold access to amenities such as the beach and tennis courts.

a. Unpaid monies, including the unpaid balance remaining after a default on a payment plan, collectable under this Paragraph shall be a lien on each lot if not paid within thirty (30) days after the due date or if a delinquent lot owner fails to make a timely payment pursuant to a payment plan established pursuant to the authority of this section. The rights of the Corporation to enforce and collect liens shall include the right to seek a pre-judgment attachment of real property (not limited to the real property related to the unpaid monies) and personal property of the lot owner to seek judicial relief, and to seek all other legal remedies available under law. Also, the Corporation may enforce such liens as provided by law for foreclosure by sale under power of sale mortgages as provided by law for foreclosure by sale under power of sale mortgages as provided by Section 25 of Chapter 479 (i.e., RSA 479:25) of, or otherwise under New Hampshire law as and when the lienor shall elect, provided that any mortgage or mortgages of record of any such lot shall be given notice by certified mail, return receipt requested, not less than thirty (30) days prior to the date of sale hereunder.

b. The Corporation shall not initiate any of the foregoing collection procedures until the delinquent lot owner is sixty (60) days past due and the Corporation has provided sixty (60) days written notice to the owner's last known address, giving the delinquent lot owner an opportunity to set up a payment plan with the Corporation. In agreeing upon a payment plan, the Corporation may give a delinquent lot owner what it deems a reasonable amount of time to pay off any monies owed.

c. With respect to any monies owed to the Corporation at least sixty (60) days past due, interest shall accrue and be payable in addition to the principal amount owed at an interest rate to be set by the Corporation.

30. Legal costs and fees incurred by the Corporation for enforcing any of the restrictions, covenants, and easements herein or collecting any unpaid fee, charge, assessment, or fine provided by the restrictions and covenants shall be borne by the offending or delinquent lot owner, whether or not formal legal proceedings are instituted. Such legal costs and fees shall be a lien and shall be enforceable and collectable pursuant to Paragraph 29.

pk
sk

31. In addition to the provisions herein, lot owners shall be subject to assessments and fees duly passed by the Corporation pursuant to the Corporation's By-Laws. Such assessments and fees shall be enforceable and collectable pursuant to Paragraph 29.

32. The owners expressly acknowledge and agree that the Covenants herein as extended and amended shall run with and bind every lot in the development and all of the owners thereof, now or in the future, including the owners, and their grantees, successors, heirs, executors, administrators, devisees, and assigns. In addition, the owners covenant and agree to reference explicitly this Declaration in all of their deeds to lots in the development executed after the date hereof.

33. If any part, term, or provision of the Declaration is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the United States or the State of New Hampshire, the validity of the remaining provisions or portions thereof shall not be affected, and the rights and obligations of lot owners, individually and collectively, and of the Corporation, shall be construed and enforced as if the Declaration did not contain the particular part, term, or provision held to be invalid.

34. This extended and amended Declaration shall become effective upon all members upon the approval of a majority of votes of members entitled to vote, and shall be recorded in the Carroll County Registry of Deeds as soon as practicable after such vote.

IN WITNESS WHEREOF, the Secretary of the Property Owners Association at Suissevale, Inc., certifies that a majority of the lot owners entitled to vote have approved this Declaration. Attached hereto is a Certificate of Vote of the Property Owners at Suissevale, Inc.

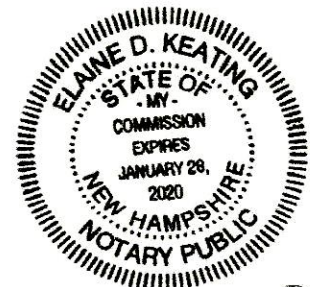
Date 12/31/2015

Patricia B. Monahan
, Secretary

Reference Carroll County Registry of Deeds
Book _____, Page(s) _____

Patricia B. Monahan

BK3241 PG 584



Notary Public: Elaine D. Keating
My Commission Expires: 01-28-2020
Elaine D. Keating