

LAND & BUILDING RESTRICTIONS
for
LAKE ASHUELOT ESTATES
Land in Washington. N. H.

Original Document was
Signed: 06/23/69
Recorded: 06/25/69
Sullivan County
Registry of Deeds
volume 475, Page 248

WHEREAS Lake Ashuelot Estates, Inc. is the owner of certain land known as Lake Ashuelot Estates located in Washington, New Hampshire, said land being described in deed of Freda DeLackner to Lake Ashuelot Estates, Inc., recorded in Volume 463, Page 389 of the Sullivan County Registry of Deeds, and deed of Conroy to Lake Ashuelot Estates, Inc. recorded in Volume 463, Page 165 of said Registry; and WHEREAS said land is to be subdivided and sold as separate lots.

NOW THEREFORE, for the mutual benefit of all the prospective lot owners and said Lake Ashuelot Estates, Inc., and to maintain the quality and particular nature of the entire development, this declaration of conditions, restrictions, covenants, and charges is hereby made to apply to and for the benefit of all lots, whether in existence now or hereafter created within said subdivision or any part thereof. Said conditions, etc., shall run with the land and be binding on all owners of said land so long as said area shall be primarily used as a residential or seasonal living development, but not longer than the life of present persons in being plus 20 (*) years; provided, however, that the conditions herein, or as may be modified from time to time may be extended and renewed for a like period upon written consent of a majority of the then owners of the property within the subdivision. (*) Renewed and extended by Resolution of the Membership,

recorded Feb 18, 1993. Volume 991, Page 390, Sullivan Registry.

1. Each lot owner shall be a member of the Lake Ashuelot Estates Association and shall pay such sum as said association shall determine for the maintenance of the common areas of the development, including, but not limited to roads, beaches, beach houses, play and parking areas, and marinas. Said sums to be paid to the association upon receipt of a statement therefor, and in default of such payment, the association shall have a lien on said lot owners lot or lots for the unpaid charges., subject to claims of mortgagees which shall have priority.

2. No lot as shown on any plan of any part of the subdivision shall be subdivided.

3. No lot, and no structures which may be erected on any lot, shall be used in whole or in part for any trade, business or other occupation, whether for profit or not; provided, however, that nothing herein shall be deemed to prevent an owner of any lot from renting the dwelling thereon to no more than a single family at any one time. Provided further, that the foregoing shall not apply to the lots designated by the developer for commercial purposes ~~or for the purpose of erection and maintenance of condominium, co-op or other jointly held residential units~~; namely a lot presently unnumbered located on the Mellon Pond Road near the entrance of the development, and the lot to be used as the marina, and such further lots as may be designated by the developer and approved as to location by a majority vote of the L.A.E. Association provided that such approval shall not be unreasonably withheld. No lot shall be used for any purpose which might be or become offensive to the neighborhood as a desirable residential district.

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4. No more than one (1) single family dwelling (with reasonably appropriate accessory buildings) shall be erected or maintained on any one lot, except as may be allowed or provided for on lots designated as commercial pursuant to Paragraph B. above.

5. No dwelling containing a ground level floor area of less than six hundred (600) square feet (exclusive of porch and attached garage, if any) shall be erected or maintained on any one lot.

6. No trailer or mobile home and no structure without a permanent foundation shall be erected placed or maintained on any lot.

7. Once construction or erection of a structure is commenced on any lot, the substantial completion of the exterior thereof to a finished state shall be prosecuted with due diligence; and no structure with uncompleted or temporarily-finished exterior shall be maintained on any lot for a period of longer than six (6) months (180) days. Until the permanent exterior of the dwelling on any lot has been substantially completed, no accessory building (including any tent) shall be erected or maintained on such lot.

8. No outside toilets shall be allowed on any lot. Every lot on which a dwelling is erected or maintained shall have a sewage disposal or septic system which shall comply with all applicable laws of the State of New Hampshire. No sewage or waste of any kind shall be caused or allowed to run, flow or seep to, or in any way enter, the waters of Ashuelot Pond, directly or indirectly. (*)

9. No structure shall be erected, altered or maintained on any lot closer than ten (10) feet from the nearest lot line; provided, however, that where two adjacent lots are in common ownership and are treated by the owner thereof as a single lot for the purposes of these restrictions, the side lot restrictions shall not apply to the common side lot line. No structure shall be erected, altered or maintained on any lot closer than fifty (50) feet from the edge of Ashuelot Pond, except for a reasonable boat house and/or dock. Also excepting any building which may be built upon the area designated by said Ashuelot Lake Estates Inc. as a common beach area.

10. No unregistered motor vehicle of any type shall be allowed to remain on any lot.

11. In order to preserve the natural beauty of the area, no lot shall be stripped of trees, and no more trees shall be cut or removed from any lot than shall be reasonably necessary to the erection and maintenance of the structures permitted under those restrictions, with suitable landscaping and recreational facilities.

12. Each lot owner shall provide suitable space for off street, parking, and no motor vehicle shall be allowed to remain parked within the common roadways of the development as a parking place, reasonable rights for visitation parking excepted.

13. No sign shall be placed or maintained on any lot for any purpose, except for a sign of reasonable size identifying the name and address of the lot owner or occupant and/or the lot number. This provision shall not apply to those lots designated as commercial by the developer.

14. No fence shall be erected or maintained on any lot so as to interfere with the view from any other lot; a fence in excess of 6 feet in height shall be prima facie deemed to interfere with the view from adjoining lots.

15. Lake Ashuelot Estates, Inc. expressly reserves to itself, its successors and assigns, the right to alter, amend, waive, or modify these restrictions or any one of them at any time or times within a period of four (4) years from the date hereof or as long as said Ashuelot Lake Estates, Inc. shall own one-fourth (1/4) of the total number of lots as shown on the plans of said subdivision whichever shall last occur; provided, however, said alteration, waiver, amendment or modification is made so as not to create an unreasonable hardship on any lot owner having purchased a lot or lots prior to said alteration, waiver, amendment or modification. Any such alteration, waiver, amendment or modification shall become effective upon recording same in said Sullivan County Registry of Deeds.

16. If any provision of this instrument or portion of such provision, or the application thereof to any person or circumstances, is held invalid, the remainder of this instrument (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

17. It is the intention of Lake Ashuelot Estates, Inc. that the within restrictions, conditions and requirements shall be for the benefit of it and all lot owner; within its development known as Lake Ashuelot Estates, and in the event of any violation of any provision herein, it, or any such lot owner, shall have the remedy of enforcement by action in equity in the Superior Court for the County of Sullivan, State of New Hampshire.

(*) Refer to the Town of Washington Land Use Ordinance, which specifies a 30-foot setback from a lot sideline. Scanned and reprinted December 2004.

RESOLUTION OF MEMBERSHIP OF
LAKE ASHUELOT ESTATES ASSOCIATION

WHEREAS, Lake Ashuelot Estates, Inc. was incorporated as a New Hampshire corporation on June 28, 1968 and was the owner of certain land known as Lake Ashuelot Estates located in Washington, New Hampshire;

WHEREAS, Lake Ashuelot Estates, Inc. subdivided and sold separate lots from said subdivided land subject to certain Land and Building Restrictions dated June 23, 1969, and recorded in Sullivan County Registry of Deeds, volume 475, Page 248, which restrictions were incorporated by reference in all subsequent conveyances of the property within the subdivision;

WHEREAS, said Land and Building Restrictions ran with the land and were binding on all owners of said land so long as said subdivision shall be primarily used as a residential or seasonal living development, but no longer than the life of present persons in being plus 20 years;

WHEREAS, said Lake Ashuelot Estates, Inc. was involuntarily dissolved on October 21, 1983;

WHEREAS, a majority of the present membership of property owners comprising Lake Ashuelot Estates Association, Inc. desire to extend and renew the Land and Building Restrictions for a like period consistent with and in accordance with the terms of the aforesaid Land and Building Restrictions;

NOW THEREFORE, BE IT RESOLVED, the Land and Building Restrictions dated June 23, 1969, and recorded in Sullivan County Registry of Deeds, volume 475, Page 248, are hereby renewed and extended for a like period by a duly authorized written vote of a majority of the present owners of property situated within the subdivision formerly owned by Lake Ashuelot Estates, Inc. and presently bound by said Land and Building Restrictions.

IN WITNESS WHEREOF, Lake Ashuelot Estates Association, Inc. has caused its corporate name and corporate seal to be hereunto affixed by John L. O'Connell, its duly authorized officer, this 18th day of February, 1993.

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LAKE ASHUELOT ESTATES ASSOCIATION, INC.

SULLIVAN COUNTY
REGISTRY OF DEEDS

By: *s/ John L. O'Connell*
John L. O'Connell , President

STATE OF NEW HAMPSHIRE
Sullivan County, SS;

On this 18th day of February, 1993, personally appeared the above named John L. O'Connell and acknowledged that he signed the foregoing instrument as his voluntary act and deed and as the voluntary act and deed of Lake Ashuelot Estates Association. Inc.

Before me,

s/ Sharon A. King
Justice of Peace