

**HIDDEN LAKE ASSOCIATION**  
**DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS that Stoddard Development, herein after referred to as "STODDARD ", a New Hampshire corporation with its principal place of business in STODDARD , Cheshire County New Hampshire, and being the owner of the following described premises situated in STODDARD , Cheshire County New Hampshire, to wit:

Being the premises conveyed to STODDARD Development Corporation by one or more of the following deeds: Deed of Walter O. Korder et al, dated February 10, 1971; deed of L. Grossman Sons, Incorporated, dated August 2, 1971; deed of Charles J. Contas, Trustee in Bankruptcy for J.L.N corporation dated December 22, 1971, recorded in Cheshire County Registry of Deeds in Vol. 827, Page 156; Vol. 830, Page 424 and Vol. 838, Page 03. respectively.

Has established a general plan for the improvement and development of said premises and such premises as may be acquired from time to time and which are to be divided into building lots and reserved areas for common use, commercial use, single family and multi-family use.

STODDARD does hereby impose the following easements, covenants and restrictions hereinafter set forth for the protection and benefit of the declarer and it's subsequent grantees:

(1) TERM: These restrictions, covenants and encumbrances shall be and remain in force until April 30, 2001, provided that same shall be automatically extended for an period of 10 years, and thereafter, in successive 10-year periods, unless on or before one of such extension periods, the owners of a majority of the lots in the subdivision shall, by written instrument duly recorded, declare a termination of same; provided, also, that any breach of said restrictions, covenants and encumbrances committed or suffered prior to such expiration shall be absolute. The annual charge per lot, as hereinafter provided, shall be and remain in force until April 30, 2001, and shall thereafter be automatically extended for a period of 5 years, and thereafter, in successive 5-year periods, unless STODDARD shall, by written statement duly recorded with Cheshire County Registry of Deeds, declare a termination of name, and shall have given written notice of such termination to each lot owner within said subdivision at his last known address, one year prior to such termination.

(2) USES: Except as hereinafter provided, all lots in the subdivision shall be used for residential purposes only. No trailer, modular or mobile homes shall be allowed thereon without the written consent of STODDARD . No trade, business or commercial activity of any nature shall be conducted on said land. No " For Rent", "For Sale", or any other signs or notices shall be allowed on the land conveyed hereby with out STODDARD 'S prior written consent, and upon any violation of this provision, STODDARD shall have the right to enter upon the land and to remove such sign or notice. No building, fence, wall, sewage system, well, or other structure or installation shall be erected, placed, constructed, altered, or maintained on the land conveyed hereby until and unless its plans, specifications, and a map showing its location on the land have been filed with and approved in writing by STODDARD . No animals shall be allowed on the land conveyed hereby except household pets; and no livestock or poultry of any nature shall be allowed thereon. All buildings, structures, installations, and other improvements to be located on the land conveyed hereby must comply with all municipal and other governmental laws and regulations validly affecting said land: and if any provisions herein differ there, from such variation shall not be construed as a waiver by STODDARD of the necessity of compliance with the terms thereof. No noxious, dangerous, offensive, or unduly noisy activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted on the land conveyed hereby. No outdoor fire shall be permitted thereon except in fireplaces or barbecue equipment. Any construction once commenced must have its exterior completed within six months.

(3) DESIGNATION OF LOTS: STODDARD reserves the right to designate one or more lots as commercial and for so-called community facilities and reserves the right to designate one or more lots as multiple family lots either by designation on plan or by designation by deed duly recorded. Nothing herein shall prohibit STODDARD from performing any activity intended for the Hidden Lake Subdivision and the sale of any lot or lots in the subdivision or any additional land presently owned or hereafter to be acquired by it.

(4) ENLARGEMENT: STODDARD shall have the right from time to time and at any time to enlarge the area of the Hidden Lake Subdivision and any additional lots or parcel may at the discretion of STODDARD be given any rights and easements which STODDARD or any lot owner shall have under this instrument.

(5) EASEMENTS: STODDARD reserves easements in and over all of the lots within the subdivision for any of the following purposes: (a) service boxes, wires conduits for the transmission of electricity, telephone service, and other purposes, and for the necessary attachments in connection therewith; (b) storm drains and water drains; (c) any other method of conducting and performing any public or quasi-public utility or function over or beneath the surface of the ground. The above easements, however, shall not be used to interrupt or interfere with any building or structure which is completed or under construction. STODDARD reserves a 10-foot easement on all lot lines of the Subdivision as it presently exists or shall hereafter be enlarged for pedestrian use only, and a 25-foot equestrian easement on the perimeter of said Subdivision as it presently exists or shall hereafter be enlarged (Said pedestrian and equestrian easements to be used by STODDARD and by others as STODDARD may direct.)

(6) ANNUAL CHARGE: In order to maintain and improve the Hidden Lake Subdivision and pay the administrative costs and materials for such purposes, each lot in the subdivision, originally or as enlarged, shall be subject to an annual charge of \$100.00 to be paid by the owner of each lot to STODDARD . Said annual charge shall be paid on the first day of May of each calendar year, commencing May 1, 1972. Such annual payment shall be a lien on each lot if not paid by June 15 of each calendar year. STODDARD may enforce said lien as hereinafter provided, however, that any mortgages of record of any such lot shall be given notice by Certified Mail, Return Receipt Requested, not less than 30 days prior to the enforcement of said lien.

(7) By acceptance and recording of a deed to any lot within the subdivision, the grantee or grantees, for themselves, their heirs, executors, administrators and assigns, agree

(a) To pay annually to STODDARD the sums specified above for each lot hereby conveyed on or before the first day of May each year as specified above, and shall enjoy such privileges, facilities, improvements, services and benefits as STODDARD may from time to time provide for the development.

(b) That said charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction, and that said charge shall constitute a lien or encumbrance on the land conveyed hereby, until paid.

(c) That the acceptance of a deed shall be construed to be a covenant on the part of the grantee or grantees, his, her, their, or its heirs, executors, administrators, successors, or assigns, to pay said charges provided herein, and that upon conveyance of any of the land herein described, each successive owner thereof shall from the time of acquiring title be held to have covenant and agreed to pay to said STODDARD these charges.

(d) STODDARD shall have the right to increase the amount of the above annual charges on the following basis: Should the Consumer Price Index issued monthly by the United States Department of Labor, as shown by its All Items Index, increase in increments of 10 per cent over its All Index for the month of January, 1972 the amount of the above annual charge may be increased in increments of 10 per cent over the above amount.

(8) LIEN: The lien provided for in item (7) (b) shall be enforced in case of nonpayment by civil action. Said lien shall be subordinate to the lien of any mortgage given by the owner of any lot to STODDARD or any bank or other lending institution, provided, however, that any such mortgages, when in possession, any purchaser at any foreclosure sale and all persons claiming under them, shall hold such lot subject to the obligation and lien set forth herein in and accruing after foreclosure.

(9) Any and all rights, duties, powers and obligations of STODDARD under this instrument may be assigned by it to a corporation or association which may be created by STODDARD or others. Reference herein to STODDARD shall be determined to include its successors and assigns.

(10) INVALIDITY: If any easement, covenant, restriction or charge herein contained shall be held invalid by any court, such invalidity in no way affect any other easement, covenant, restriction or charge herein contained.