

DECLARATION

Declaration of covenants, conditions, and restrictions imposed upon property conveyed to Sunray Shores, Inc. By deed of Harry E. Smith, dated June 19, 1964, and recorded in the Belknap County Registry of Deeds Book 443, Page 241, located in Belmont, County of Belknap and State of New Hampshire.

1. The conveyance of any lot in the property conveyed by Harry E. Smith to Sunray Shores, Inc. By deed dated June 19, 1964, and recorded in Belknap County Registry of Deeds Book 443, Page 241, part of which is shown on Plan "Section A, Sunray Shores, Inc., a subdivision in Belmont, New Hampshire - July 22, 1964" and recorded in said Registry of Deeds, and made a part of these covenants and restrictions by reference, is made subject to, and it is expressly understood and agreed that the grantee by accepting the delivery of any deed to any lots accepts the same upon the express conditions, restrictions, and covenants hereby imposed for the equal benefit of each lot, and which are binding upon said grantees, their heirs, administrators, and assigns, until January 2, 1984 and on January 2, 1984 and at the end of every succeeding period of twenty (20) years, these restrictions shall be automatically extended for a further period of twenty (20) years, provided, however, that these covenants, conditions, and restrictions may be added, amended, altered, or terminated in whole or in part by the grantor, or the Mutual Non-Profit Association to be formed under the laws of the State of New Hampshire, as hereinafter provided, or by the grantor herein, until such Mutual Non-Profit Association is formed.

The purpose of these restrictions, conditions and covenants is to insure the use of the property conveyed by the said Harry E. Smith to Sunray Shores, Inc. for attractive residential and/or seasonal purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property will not be permitted.

2. All sales or leases of lots in the subdivision or any other subdivision which the grantor shall from time to time make of the premises conveyed to it by Harry E. Smith heretofore referred to shall be made subject to conditions, restrictions, and covenants in said conveyance.

3. {No lot shall be used except for single-family residential and/or recreational purposes either seasonal or year round. Nothing herein shall prevent the renting of any dwelling or cottage for single-family residential and/or recreational purposes.

No buildings or structures shall be erected, altered, placed or permitted to remain on any such lot hereby conveyed other than a single family dwelling, for private use, not to exceed one and one-half (1 ½) stories in height, {nor shall the ground floor of any buildings, structures be erected, placed, altered or permitted to remain on any such lot having an area less than five hundred (500) square feet exclusively of breeze-way, and/or garage; however, the construction of one(1) guest house or utility building per lot is permitted to provide additional sleeping and toilet facilities, or for utilities. Said guest house or utility building shall not exceed the area of a private two-stall

garage.}*

4. {No building or structures shall be erected, altered placed or permitted to remain on any such lot hereby conveyed unless said buildings or structures shall be at least twenty-five (25') feet from the waterfront and ten (10') feet from the side and back boundary lines of said lot.

It is intended that the view shall be preserved except as may be affected by said buildings and/or structures.}*

5. No poultry c. live stock shall be permitted on the premises except dogs, cats and other similar domestic pets.

6. No buildings or structures shall be erected, altered placed or permitted to remain on the shores of any such lot herein conveyed and at no time shall there be any obstructions in the Sunset Canal, so called, as shown on the Plan Section A, Sunray Shores, Inc. duly recorded. It being the intention that said Sunset Canal be kept open and unobstructed at all times. Boats of every description will not be permitted to be tied up or stored upon any part of the aforementioned Sunset Canal. Dredging and/or digging into such lot for the purpose of storing boats or for the purpose of building a boathouse shall be permitted provided the same does not extend into any part of the aforementioned Sunset Canal.

7. Lots shall not be subdivided and sold, however, more than one lot may be purchased for the erection or construction of a single-family dwelling and provide garage without regard to the common boundary of the lots purchased as laid out. Abutting owners may purchase a vacant lot or lots between them but in such instances no building or structures shall be erected, altered, placed or permitted to remain on either purchase of the divided vacant lot.

8. No trailer, tent, shack, garage or other structure of a temporary character or any other out-building on any such lot shall at any time be used as a residence, guest structure, either temporarily or permanently; and no Mobile Home, so called, may be placed upon any such lot except by express, written permission of the grantor and its assign.

9 No temporary structures shall be built or placed upon any lot other than necessary for and used during the course of construction of permanent buildings. Such temporary structure shall not be subject to these restrictions and the same shall be removed immediately upon completion on any building operation nor shall the same be permitted to remain on the lot more than 15 months under any circumstances. No permanent building or structure shall be covered with tar paper, sheathing paper or any other similar material as an exterior wall covering.

10. The disposal of all sewage on each such lot shall be accomplished by means of septic tanks of a standard type, properly proportioned for their per capita demand, and its location shall be made in accordance with the State laws and local ordinances. The disposal field shall be located at least twenty-five (25') feet from the boundaries of the adjoining lot. No seepage whatsoever shall be permitted to drain directly into the water of Sunset Canal, and no chemical closets shall be used. No garbage or other waste material shall be thrown onto the land or into the lake or allowed to pass into the lake for disposal.

11. The owners of lots excepting those having a shore front, shall have a right to use the area between lot #4 and lot #17a as shown on the Plan of Section A, Sunray Shores, Inc. as a marina only insofar as the same may accommodate lot owners not fronting upon Sunset canal as shown of the aforementioned Plan. Said right is subject to the terms and conditions set forth in the conveyance to the grantor by Harry E Smith and said area is referred to in said conveyance as lot #5. The owners of lots shall have the right in common with others to the use of lot #17 as shown of the aforementioned Plan Section A, Sunray Shores, Inc. for parking and also the right in common with others to cross over and to use that parcel of land indicated as "Private Beach" on the aforementioned Plan for beach privileges. Said right is for the benefit of lot owners of occupants thereof and individual families and for house guests thereat; said right also includes the right to use the roadway designated as Sunset Drive in said Plan.

12. This indenture constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original signer and owner hereto, said covenant shall not be interpreted as a condition subsequent.

13. Invalidation of any of these restrictions, conditions and covenants by judgment of Court Order shall in no way affect any of the other restrictions, conditions, and covenants, which shall remain in full force and effect.

14. Any deeds, indentures, instruments, agreements, leases or contracts made in violation of these conditions, restrictions and covenants shall be void ab initio and may be set aside on petition of one or more of the owners or by an officer of the Association duly authorized for the purpose, and all costs, expenses including attorney fees, shall be taxed against the grantor and/or grantors and said cost, expense and attorney fees shall constitute a lien against the real estate so wrongfully deeded, sold, leased, or contracted.

15. It is further covenanted that the grantor, shall on or before January 1, 19 , or upon the request of the majority of the then lot owners, cause to be formed a Mutual Non-Profit Corporation under the laws of the State of New Hampshire, in which the grantee of any lot or lots, by the acceptance hereof, agrees and covenants to become and shall be a member, and membership in which shall be limited to the purchasers or owners of lots in said tract and/or any other subdivision or divisions as they are added to this development. The Articles of Incorporation of said Corporation shall specify among the purposes and duties of said Corporation the enforcement of all of said restrictions and covenants, and the maintenance, preservation and improvement of the said properties, including rights-of-way; streets, and keeping and maintaining of said tract and every part thereof in a clean and sanitary condition, including the removal of rubbish from vacant property and streets so far as it may lawfully act, and the transaction of such other business as may by law be permitted, and the grantee agrees to pay to said Corporation when formed dues or assessments for such purposes as may be fixed by its By-Laws, and by lawful act of its Board of Directors.

It is understood and agreed that the Articles of Incorporation and By-Laws of said Corporation shall provide that each purchaser or owner of lot in said tract shall be entitled to one vote per lot at all elections and on all other matters that may come before a meeting of the members, subject to the proviso that if any member of said corporation shall be the purchaser or owner of more

than one lot in said tract, he shall be entitled to as many votes as the number of whole lots purchased or owned by him. That the Annual Meeting shall be held on a Saturday during the month of July; that the Association may appoint an Executive Committee, with powers to manage the affairs of said Association, consistent with its By-Laws and purposes of these conditions, restrictions and covenants; the grantor shall be entitled to and obligated to accept membership in said corporation, and shall have the benefit; with respect to the unsold lots in said tract and/or subdivision or subdivision as they may be developed. The grantor agrees that upon the organization of said corporation, it will convey to the said corporation his reversionary interest and title and all rights to the property hereby conveyed, arising or that may arise out of the covenants, restrictions and conditions herein expressed together with his rights, title and interest in and to the areas for the benefit of lot owners and the fee that it might have in all rights-of-way and streets as shown on the aforementioned Plan.

16. All the rights-of-way over any portion of the portion of the property conveyed to the grantor by Harry E. Smith shall be determined by the grantor or its assigns and the same may be relocated at its discretion.

*The words within the brackets are from an "Amendment to Declaration", which is recorded in the Belknap County Registry of Deeds, Book 444, Page 81.