

## GRANLIDEN ON SUNAPEE

Below is a copy of the covenants filed in the Sullivan County Registry of Deeds, Book 459, Page 445.

### (COPY OF) COVENANT

KNOW ALL MEN BY THESE PRESENTS, that ELY SHERMAN OF Sunapee, in the County of Sullivan and State of New Hampshire, does hereby covenant and agree, for himself and his heirs, that so much of the premises as presently owned by him in said Sunapee as acquired by him from the Society of Jesus of New Hampshire by deed dated March 27, 1968, and recorded in the Sullivan County Registry of Deeds, Volume 458, Page 414, and generally known as "Granliden On Sunapee", and being all of said premises as conveyed to him by The Society of Jesus of New Hampshire excepting that portion as heretofore conveyed by him to Granliden Community Association by deed duly recorded in said Sullivan County Registry of Deeds, and which shall hereinafter be conveyed by him shall be subject to the following terms, conditions and restrictions which shall run with the land and attach to all parcels hereafter sold and conveyed therefrom, and shall be for the benefit of and binding upon all persons claiming by, through or under the said Ely Sherman:

1. The within described premises shall be used for residential and recreational purposes only and normal appurtenances thereto, including but not limited to, roadways, parking areas and utility systems.
2. That no more than one residential building shall be erected, altered, placed, or permitted to remain on a single lot on said premises except that a private garage for not more than two cars may be erected provided

its appearance will not be detrimental to the general area and shall conform in appearance to the residence structure on the lot it serves.

3. That said premises and buildings thereon shall be maintained in such condition so as to conform with the condition of premises and structures in the general area. No unregistered motor vehicle, unless garaged, will be permitted on any lot.
4. Before any dwelling is erected, placed or altered on any lot its plans and specifications, together with a site plan showing the proposed location of the structure on the lot and the proposed location of its leaching field and septic tank, must be submitted to the Board of Directors of the Granliden Community Association for written approval.
5. Every structure must conform to the following minimum standards:
  - a. Any residence erected on any lot in this subdivision shall have a minimum floor area of 850 square feet.
  - b. All sanitary plumbing shall conform with the minimum requirements of the Department of Health of the State of New Hampshire.
  - c. All structures shall be completed on the exterior within one year from start of construction.
  - d. The Board of Directors of Granliden Community Association shall approve plans and specifications for all structures erected in this subdivision. Approval will not be unreasonably withheld and rejections will be based solely on building design, site location and/or construction which will have an undesirable effect on the property value and the community as a whole.

6. The use of signs and symbols is to be solely for advertising the establishment on which said sign or symbol is erected and may be used only for sale, rental or owner identification. No sign or symbol may be erected without approval of the Board of Directors of Granliden Community Association in writing. The total area of advertising signs shall not exceed four square feet in area. No signs shall be erected on the roof above the eave line, and no sign shall obstruct the view of a neighboring structure.
7. Easements for the installation and maintenance of utilities, supply and transmission lines, and drainage facilities are reserved to the grantor, his heirs or assigns, through all areas within the development, whether within the boundaries of residential lots or in common areas, excepting only approved buildings. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of a utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the grantor, his heirs or assigns.
8. Any dwelling or garage on any lot in this subdivision which may be in whole or in part destroyed by fire, windstorm or other casualty, must be rebuilt or all debris removed and the lot restored to a slightly and safe condition with reasonable promptness.
9. No offensive activities shall be carried on within the subdivision nor anything be done or placed on private premises which may be a nuisance or cause unreasonable embarrassment, disturbance or annoyance to owners or the public.

10. No parcel or any portion thereof included in the aforesaid premises, which may be acquired by conveyance from Ely Sherman, from and after the date hereof, shall be subdivided.
  
11. No business trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any residential lot, except lawyers, doctors, architects, engineers, accountants, realtors and other professionals may practice in a residential building provided anyone so practicing employs no more than one person; nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon.
  
12. All trash and refuse shall be stored in covered containers.
  
13. Storage of garden and maintenance equipment shall be in shelters.
  
14. If devices for separation or screening, such as fences, screens, and retaining walls are built of a material other than wood, stone, earth or natural vegetation, specific approval of the Board of Directors of Granliden Community Association must be obtained.
  
15. Any person succeeding to the title of the within described premises shall take the same subject to membership in the Granliden Community Association and subject to all terms, conditions and requirements of said Association as set forth in its Bylaws as from time to time may be duly amended.

16. These restrictions and easements shall run with the land and shall be binding on all parties claiming under them for the maximum period permitted by New Hampshire Law. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
  
17. If any person owning a part or portion of the Granliden On Sunapee development shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons or association owning any portion of said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF the said Ely Sherman has hereunto set his hand and seal this 29th day of April, 1968.