

**RESTATEMENT AND FIRST AMENDED DECLARATION OF COVENANTS AND  
RESTRICTIONS OF THE MOATS**

Declaration is made this 27th day of January, 1988 by Howard S. Hatch, III, doing business as THE MOAT DEVELOPMENT COMPANY, with principal place of business on Bald Hill Road, Albany, Carroll County, New Hampshire, and with a post office address of P.O. Box 1467, Conway, New Hampshire 03818 (hereinafter referred to as "Declarant").

WHEREAS, Declarant is owner of a parcel of land situated in the Town of Albany, Carroll County, New Hampshire further described herein; and

WHEREAS, Declarant has subdivided portions of his land into home lots upon which owners propose to cause builders to construct homes on said land, and Declarant may set aside other areas as common areas for the common use hereafter defined; and

WHEREAS, Declarant desires to provide for the preservation of the values in said development, and to define easements, covenants and restrictions for the protection of both the present and subsequent owners of the homes and home lots on the property; and

WHEREAS, Declarant desires that all buildings and other structures shall be well designed, landscaped, located and maintained and has provided covenants for this purpose; and

WHEREAS, Declarant desires to create an agency to which can be delegated the powers of maintaining and improving the property, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter collected, and to that end has caused The Moats Homeowners Association (hereinafter referred to as the "Association" to be incorporated as a non-profit corporation under Chapter 292 of the Laws of New Hampshire.

NOW THEREFORE, Declarant declares that the real property described in Article II is and shall be held, transferred and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (collectively referred to as "Covenants and Restrictions" hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following terms when used herein shall be defined thusly:

Section 1. Home Lot. A Home Lot shall be that parcel of land located within the premises described in ARTICLE II and being shown on a plan entitled, "Subdivision of Land of The Moats Development Company, Kancamagus Highway, Albany, New Hampshire", dated August 11, 1987, made by White Mountain Survey Co., Inc., Ossipee, New Hampshire, and recorded in the Carroll County Registry of Deeds, Plan Book 103, Page 27. Said Home Lots shall be designated by the numbers 1 through 35 as depicted on such plan and such additional numbers or re-numbering as may be depicted on future plans this Declaration may be amended to include.

The word "plan" when referred to in this Declaration shall be deemed to include all such future plans. The size of each Home Lot and the location thereof within the parcel shall be designated on such future plans.

Section 2. Home. A Home is the single family dwelling unit located on each Home Lot.

Section 3. Owner. Owner means any person or persons who holds or hold fee simple title to a Home Lot. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

## ARTICLE II DESCRIPTION OF PROPERTY

The real property (hereinafter sometimes referred to as "the property") which is and shall be held, transferred and occupied subject to the Covenants and Restrictions is located in the Town of Albany, Carroll County, New Hampshire and is more particularly described in Appendix A attached hereto and made a part hereof.

## ARTICLE III THE MOATS HOMEOWNERS ASSOCIATION

Section 1. The Moats Homeowners Association. The Moats Homeowners Association is a non-profit corporation created pursuant to RSA Chapter 292 of the New Hampshire Laws, and charged with the duties and empowered with the rights set forth in this Declaration. The affairs of the Association shall be governed by its Articles of Agreement, and in conformity with the requirements of the Declaration.

Section 2. Member. Each Owner of a Home Lot, as hereinbefore defined, including Declarant, shall automatically be a member of the Association.

Section 3. Vote. There shall be one (1) vote for each Home Lot. If a Home Lot is owned in common and undivided by multiple owners, there shall remain only one (1) vote to be cast as per agreement of the multiple owners. If the multiple owners are unable to agree as to how the vote shall be cast, the vote shall not be exercised.

Section 4. Powers and Obligations of Association. The Association shall provide such other community services as shall be determined by the members of a majority of the total of the Home Lots present and voting at meetings of members. The Association shall take action to the covenants and restrictions contained in this Declaration and shall collect assessments. In furtherance of these specific purposes and in furthering the peace, safety, health and general welfare of the owners, the Association shall have the powers contained in its Articles and is authorized to do all acts necessary or desirable to carry out its purposes.

Section 5. Annual Meeting. Commencing in 1988, the annual meeting of the Association shall take place on the last Saturday of April of each year, on the property. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the owners of record as of December 31 of each year not less than twenty (20) days prior to the date fixed for said meeting.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number of Directors: The affairs of the Association shall be managed by the Board of Directors consisting of three (3) Directors.

Section 2 Election of Directors. The term of each elected Director's position on the Board shall run for three (3) years. The Directors of the Association shall be elected at the annual meeting of the Association to fill any term that is expiring in that year. A Director is required to be a member of the Association. Any vacancy on the Board of Directors shall be filled by agreement of the remaining Directors.

Section 3. Powers of the Board of Directors.

The Board of Directors shall:

- (a) Adopt and publish rules and regulations governing the use of Association land and facilities thereon;
- (b) Determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Article V;
- (c) Take such action as may be reasonably necessary to carry out the provisions of Article VII.
- (d) Take such other action as may be reasonably necessary to the good and proper management of the Association;
- (e) Have and exercise such powers as provided in the Association's Articles.

Section 4. Acceptance of Conveyances. The Board of Directors shall have the authority to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges, including those reserved to Declarant by this Declaration. The Board of Directors on behalf of the Association shall be obligated to accept from the Declarant conveyance of the roads in the development.

## ARTICLE V ASSESSMENTS

Since there is no common land there are currently no assessments, however the Association reserves the right to levy assessments as necessary in the future in Accordance with Article V.

Section 1. Covenant to Pay Assessment. Each Owner of any Home Lot, including Home Lots not yet conveyed by the Declarant, by acceptance of title thereto, whether or not there shall be a reference to such covenant in the deed or other conveyance to such Owner, shall be deemed to covenant and agree to pay to the Association such monthly assessments as maybe established or hereinafter provided.

Section 2. Use of Assessment. All assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, and welfare of the owners and in the minimum, shall provide for maintenance of the Common Land and the common properties, services and facilities devoted to this purpose, for an adequate reserve fund for maintenance, repairs and replacement of those elements of common property that must be replaced on a periodic basis, New Hampshire real estate taxes and insurance on the Common Land.

Section 3. Assessments. Within thirty (30) days prior to the annual meeting, the Board of Directors shall estimate the common expense assessments to be required during the following year (including a reasonable provision for working capital, contingencies and replacements and less any expected income and any surplus from the prior year's operation) In addition; thereto, the Board of Directors may levy a special assessment in any year to obtain funds necessary for any duly authorized purpose under the Association's Articles, provided the approval of such levy is given by two-thirds (2/3) of the total voting strength of the Association.

Section 4. Amount of Assessment. The amount of assessment against each Home Lot subject thereto shall be fixed by the Board of Directors, provided that no Home Lot shall be assessed an amount in excess of any other Home Lot, including Home Lots not yet conveyed by the Declarant. If said estimated assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportion, unless otherwise provided herein. Subject to the provisions of the Declaration, each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors in equal quarterly installments on or before the first day of each quarter during such year, or in such other reasonable manner as the Board of Directors shall designate.

Section 5. Failure to Make Assessment. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from

liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Land or by abandonment of his Home or Home Lot.

Section 6. Interest. The Board of Directors, at the time they are determining the annual assessment to be made, shall also determine the interest rate that shall be charged for all delinquent accounts. The omission by the Board of Directors to fix the interest rate to be charged for delinquent accounts shall not be deemed a waiver that said delinquent account shall bear interest, but the interest rate then in effect shall continue until a new interest rate is fixed by the Board of Directors.

Section 7. Assessments as a Personal Debt and Lien. Each assessment, regular or special, shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time of the assessment is made and shall be collectible as such. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of the assessment assessed to the Owner shall bear interest as aforesaid plus costs, including reasonable attorney's fees and shall become a lien upon the Home Lot. A certificate executed and acknowledged by a majority of the Board of Directors or President, stating the indebtedness secured by the lien upon any Home Lot, shall be recorded in the Carroll County Registry of Deeds. Said lien for non-payment of assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except as follows: (a) tax and special assessment liens on the Home Lot in favor of any assessing body and special district, and (b) all sums unpaid on a first mortgage of record on the Home Lot. The Association shall have the right to impose a ten dollar (\$10.00) monthly service charge upon each Owner whose assessment is thirty (30) days overdue, in addition to the interest imposed as previously set forth.

Section 8. Certificate of Indebtedness. The Board of Directors or President stating the indebtedness secured by the lien upon any Home Lot, shall be conclusive upon the Board of Directors, and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or prospective encumbrancer of a Home Lot upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Home Lot may pay any unpaid assessment payable with respect to such Home Lot and upon such payment, such encumbrancer shall have a lien on such Home Lot for the amounts paid of the same rank as the lien of his encumbrance.

Section 9. Discharge or Foreclosure of Lien. Upon payment of a delinquent assessment concerning which such a certificate had been so recorded, or other satisfaction thereof, the Board of Directors or President shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate, stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of

sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such Proceedings and reasonable attorney's fees.

Section 10. Title Subject to Lien. A purchaser of a Home Lot shall take title to the same subject to the lien for all unpaid assessments made against previous owners thereof, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at a sale in lieu of such foreclosure and a purchaser from a first mortgagee who purchases at such a foreclosure sale or such a sale in lieu of foreclosure, shall not be liable for payment of assessments unpaid and due as of the time of his acquisition, but shall be liable for assessments becoming due thereafter.

Section 11. Payment by First Mortgagees. First mortgagees, may jointly or singly, pay taxes or other charges, including assessments that are in default and which may or have become a charge against any common property and may pay overdue insurance premiums on hazard insurance policies or secure new hazard insurance on the lapse of a policy. Any such payment by a first mortgagee, except for payments of taxes on individual Homes or assessments on the same, shall be entitled to immediate reimbursement from the Association.

Section 12. Notification of First Mortgagees. Upon request of any first mortgagee, the Association shall notify the first mortgagee, in writing, of any default in the above provisions by the mortgagor, which have remained in default for a period of sixty (60) days

## ARTICLE VI BUILDING AND USE RESTRICTIONS

### Section 1. Design Committee.

(a) The purpose of the Design Committee is the following:

(i) To ensure that all houses and other structures built on Home Lots are in harmony with each other in terms of exterior building materials and their colors;

(ii) To ensure that all houses and other structures are built in harmony with the land so as to minimize the negative impact upon the natural landscape.

(iii) To ensure that all houses and other structures are built so as to minimize their visibility from other houses within the development.

(b) The Design Committee shall consist of three members appointed initially by the Declarant to serve on the Design Committee until title to hundred (100%) percent of the Home Lots subject to this Declaration has been conveyed by the Declarant to an Owner by deed on record- at the Registry (the "Transition Date") and their successors have been duly appointed. Prior to the Transition Date, members of the Design Committee may, but need not be, an Owner and vacancies in the Design Committee shall be filled by appointment by Declarant. The term of office of each such member initially appointed by the Declarant shall automatically expire as

soon after the Transition Date as the Board shall elect new members of the Design Committee and shall establish the term of office of such new members. After the Transition Date, the Design Committee shall at all times contain members who are Owners of Home Lots.

(c) No home or other improvement shall be commenced, erected, placed or maintained on any Home Lot and no changes or alterations shall be made to the exterior of any such home or other improvement until adequate plans, specifications, site plans and other pertinent data showing the nature, color, shape, height, location, dimensions, materials, landscaping, external decorations and other information as may be required by the Committee have been approved in writing by the Design Committee as to harmony of design and location in relation to, and compliance with the general specifications and conditions set forth in this Declaration.

{d) The Design Committee shall approve or disapprove, in writing, any plans submitted to it within thirty (30) days after all required data has been provided. Failure of the Design Committee to act on any proposed plans within said thirty (30) days shall be deemed approval of the plans as submitted. Any disapproval of plans shall be accompanied by a written statement of the reason or reasons therefore. All construction shall be in strict compliance with the plans as approved.

(e) Approval by the Design Committee shall not relieve any Owners of his or her obligation to comply with all government laws, codes and regulations which may apply.

(f) The Board shall be empowered as attorney in fact for all Owners to order any Owner to change or remove any construction or alteration undertaken in violation of this Article. In the event any Owner fails to comply with any order of the Design Committee, the Board may enter the Home Lot and correct such conditions at the Owner's expense, or at its option may commence legal proceedings as attorney for the Owners to enforce such order. The cost of such legal proceedings initially shall be treated as a special assessment pursuant to Article V and the Board, on behalf of the Owners shall recover its costs, including reasonable attorney's fees, in any successful proceedings.

(g) Minimum construction standards shall be as follows:

(i) Each single family dwelling shall be not more than 2 stories in height above ground and shall have a permanent year- round heating system;

(ii) All buildings erected on Home Lots, except garages, shall contain a minimum of 1800 square feet. The method of determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding basements, garages, breezeways, decks, porches, patios and terraces in the calculation of the minimum square foot area;

(iii) Structures shall be sited so as to cause minimum disruption of existing vegetation, existing slope of the land, and existing patterns of site drainage. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining Home Lots, or to flood or damage a private road or common drainage system;

(iv) In the design of all homes, consideration shall be given to solar orientation and energy efficiency;

(v) No buildings shall be erected having a single tar paper roof or aluminum clapboard or exposed concrete block foundations or walls. Exterior building siding shall be wood, stone, vinyl or brick. Textured plywood siding materials are not acceptable. Any other materials are subject to the approval of the Design Committee. All buildings with wood siding shall have paint or stained applied thereto with colors that are compatible with New England architecture. All roofs shall be shingled or covered by dark coverage with no rolled paper exposed. An enameled metal roof shall be permitted;

(vi) Any exterior lighting shall be such as not to cause undue glare towards any adjacent Home;

(vii) Mobile housing is not permitted;

(viii) All chimneys shall be tile-lined and faced in stone, wood, brick or vinyl.

(h) Where strict conformity with the provisions of this Article would cause undue hardship or injustice to an Owner, the Design Committee shall have the authority to approve a variance therefrom, provided that there is substantial compliance with said provisions and provided that other Owners are not adversely affected to a material degree.

Section 2. Restrictions. The following restrictions are imposed upon each Home Lot for the benefit of every other Home Lot on the property and may be enforced by any Owner including the Declarant, or the Association:

(a) Single Family Dwellings. Only one single family dwelling and a garage, whether attached or detached, for not more than three cars, may be constructed on any Home Lot. No duplexes are permitted. This restriction shall not be construed to prohibit construction of a tennis court or swimming pool on a Home Lot.

(b) Set Back. No buildings or other structures shall be constructed or placed on a Home Lot within fifty (50) feet from any road or twenty-five (25) feet from any other boundary of a Home Lot. When two (2) or more Home Lots are used for only one dwelling, the "other boundary" shall refer to any property line bordering on the land of an adjoining property owner.

(c) Completion of Construction. No excavation shall be made on any Home Lot except for the purpose of building thereon, and construction of all buildings and other structures on any Home Lot shall be completed within one year from the date of commencement of excavation or other building operations. Completion shall include, without limitation, exterior finishing, landscaping, decorating and driveway. Driveways shall be finished with asphalt or stone or crushed gravel.

(d) No temporary structure, excavation, basement, Recreational Vehicle, or trailer, shall be permitted, placed, moved onto, or erected on any Home Lot. Temporary tenting shall be restricted so as not to be visible from adjoining properties.



(e) Occupancy. No single family dwelling constructed on any Home Lot shall be occupied or used for a residential purpose until substantially completed nor shall any structure on any Home Lot other than a single family dwelling, be used or occupied for residential purposes.

(f) Animals. No fowl, horses, household pets or other animals shall be kept on any Home Lot, except that a reasonable number of the usual household pets may be kept in conformity with Town of Albany animal regulations and in conformity with those regulations from time to time established by the Association. No kennels are permitted.

(g) Refuse. The burning of refuse outdoors shall not be permitted. No incinerator or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved in writing by the Design Committee. Each property Owner shall provide suitable receptacles for the collection of refuse, which shall be screened from view and protected from disturbance, unless the Directors provide a common service.

(h) Use of Property. The property shall not be used in a manner which is inconsistent with the residential and natural ecological character of the property, and no noxious or offensive use shall be made with any part of the property and nothing shall be done therein which will result in the disturbance of the property or which is or will become an annoyance or nuisance to the other Owners.

(i) View. Tanks for the storage of fuel shall be installed underground or kept inside a building. No clothes shall be hung or placed so as to be in the public view or within the view of other Owners. The exterior of the buildings shall at all times be kept in proper state of repair and maintenance. No signs or displays, including without limitation commercial and political signs, shall be erected or maintained so as to be within view from the private road or adjoining property. Signs for the sale of the Home Lot shall be permitted, but shall not exceed five (5) square feet. All lawns or other suitable landscaped areas shall be maintained in an attractive manner. No trash, waste, fill, or tools shall be allowed to accumulate in such manner as to give an unsightly appearance. No unregistered motor vehicle of any type and no junk shall be allowed to remain on the property. No wall, screen, or fence erected at a boundary shall be constructed with a height of more than seven (7) feet above the ground level. No individual outside television antennas shall be permitted. No permanent tenting shall be permitted.

(j) Swimming Pools and Tennis Courts. Private swimming pools and tennis courts or similar areas for outdoor physical activities or games, if any, shall not be erected or constructed in the front of a residence on a Home Lot, and shall be adequately fenced and screened from view. No such areas for outdoor physical activities or games shall be allowed to become offensive to abutters or to become a nuisance by reason of noise.

(k) Tree and other Natural Vegetation. Live trees and other natural vegetation providing a visual screen between Home Lots may not be removed, thinned, or pruned without the written permission of the Design Committee. Provided however, the Owner may, without the written permission of the Design Committee, remove, thin or prune trees and vegetation that do not effect the visual screen between Home Lots.

(1) Disturbance of Streams. No use shall be made of any Home Lot which shall affect the flowage or quantity of water of any stream running through the development without written approval of the Design Committee.

(m) Stone Walls. There are in existence along the private roads and across Home Lots and bounding Home Lots certain stone walls. Stone walls abutting any and all roads shall not be broken, moved or disturbed except as to provide vehicular access in or to the Home Lots.

(n) Certain\_Mechanized\_Vehicles. No motor bikes, motorcycles, minibikes, snowmobiles or terrain vehicles shall be operated on Home Lots except such a vehicle may be used for purposes of access to and from Home Lots over private driveways and roads from and to a public road, provided that such vehicle may be legally operated on such public road. No truck larger than a three-quarter ton pickup shall be kept on the property.

(o) Subdivision. No Home Lot shall be further subdivided except for the purpose of conveying normal and customary utility easements, or permitting an exchange or other conveyance between Owners of contiguous Home Lots which does not increase the number of Owners and does not violate pertinent state and local subdivision or zoning laws or building codes.

(p) Timesharing. No timesharing of Home Lots shall be permitted. "Timesharing" means the conveyance of the right to occupy a Home Lot for less than one hundred (100) days each year for a period of more than two (2) years, regardless of whether such right is accompanied by a fee simple interest or a leasehold interest, or neither of them.

## ARTICLE VIII GRANTED AND RESERVED EASEMENTS AND RIGHTS

Section 1. Easements. Declarant reserves in all Home Lots, and all Home Lots shall be conveyed together with and subject to, easements and rights for all or any of the following uses and purposes, which easements and rights shall be appurtenant to and shall pass with the title to every Home Lot whether or not expressly mentioned in a deed thereto:

(a) Easements for access as described in Article VI, Section 2.

(b) Service boxes, poles, cables, wires, and conduits, above or below ground, for the transmission of electricity, telephone messages, and television signals, and other purposes and for necessary attachments in connection therewith;

(c) Facilities (pumps, etc.), ditches, pipes and culverts for surface water drainage, and sewer, water and gas mains and pipes and appurtenances thereto;

(d) The construction and maintenance of slopes and cuts in conjunction with roadways and pathways upon the property;

(e) Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;

(f) Installing, replacing and repairing and servicing any of the foregoing utilities, including trimming and cutting;

Section 2 Detention Ponds. Home Lots 12 and 13 shall be subject to the right of the Declarant, his heirs, executors, administrators and assigns, The Moats Homeowners Association, and the Town of Albany, to construct, maintain, repair and service, detention ponds on said Home Lots, together with access thereto over said Home Lots to and from the road.

## ARTICLE IX AMENDMENTS

Section 1. Amendment During the First Three Years. During the first three (3) years following the recording of this Declaration in the Carroll County Registry of Deeds, the Covenants and Restrictions set forth herein or in any declaration supplementary hereto maybe amended at any time by a vote of two- thirds (2/3) of the total voting strength of the Association, not including the Declarant, ratified by the Declarant and a majority of the Board of Directors, provided:

(a) No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Association at least thirty (30) days in advance of the meeting at which the same is considered; and

(b) An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Registry of deeds for the County in which this Declaration is recorded.

Section 2. Amendment After Firsts Three Years. After the expiration of said three (3) years, amendments to this Declaration or any declaration supplementary hereto may be made in the same manner provided in Section 1 hereof, except that the ratification of the Declarant and a majority of the Board of Directors shall not be required.

## ARTICLE X MISCELLANEOUS

Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration or any declaration supplemental hereto, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Board of Directors has been recorded, such instrument certifying that a vote of the then Owners of the

Home Lots has been taken and two-thirds (2/3) of such Owners, not including the Declarant, have agreed to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Method of Notice to Owners. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing or emailed to last known email address.

Section 3. Enforcement Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Invalidation. Invalidation of any one of these Covenants or Restrictions by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Title Headings. The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, nor are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

THE MOATS DEVELOPMENT COMPANY

\_\_\_\_\_  
Timothy Sorgi, President

\_\_\_\_\_  
Anne Merrow, Secretary and Treasurer

\_\_\_\_\_  
William Dee, Director

STATE OF NEW HAMPSHIRE,  
COUNTY OF CARROLL ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021

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NOTARY PUBLIC  
My commission expires:

## APPENDIX A

That certain lot, tract or parcel of land located in the Town of Albany, Carroll County, State of New Hampshire, and more particularly described in accordance with a plan entitled, "Subdivision of Land of The Moats Development Company, Kancamagus Highway, Albany, New Hampshire " dated August 11, 1987, made by White Mountain Survey Co., Inc., Ossipee, New Hampshire, and recorded in the Carroll County Registry of Deeds, Plan Book 103, Page 27.

Beginning at point in the southerly line of the Kancamagus Highway (Route 112), which point is distant 453.77 feet on a course of South 47 degrees 12 minutes 50 seconds East from a bronze tablet on a concrete post U.S.F.S., Department of Agriculture #326, and from said beginning point running;

thence northeasterly, easterly and southeasterly, the following courses and distances along the southerly line of said Kancamagus Highway (Route 112):

(a) following the arc of a circle with a radius of 392.30 feet and curving to the left an arc distance of 260.60 feet to a point;

(b) thence North 62 degrees 08 minutes 00 seconds East, 190.80 feet to a point of curvature;

(c) thence following the arc of a circle with a radius of 922.40 feet and curving to the right an arc distance of 288.44 feet to a point;

(d) thence North 80 degrees 3 minutes 00 seconds East, 369.80 feet to a point of curvature;

(e) thence following the arc of a circle with a radius of 5,762.70 feet and curving to the left an arc distance of 179.36 feet to a point;

(£) thence North 78 degrees 16 minutes 00 seconds East, 366.60 feet to a point of curvature;

(g) thence following the arc of a circle with a radius of 604.30 feet and curving the right an arc distance of 442.98 feet to a point;

(h) thence South 59 degrees 44 minutes 00 seconds East, 187.90 feet to a point of curvature;

(i) thence following the arc of a circle with a radius of 5,696.70 feet and curving to the right an arc distance of 328.11 feet to a point;

(j) thence South 56 degrees 26 minutes 00 seconds East, 411.80 feet to a point of curvature;

(k) thence following the arc of a circle with a radius of 988.40 feet and curving to the left an arc distance of 447.08 feet to a point;

(l) thence South 82 degrees 21 minutes 00 seconds East, 85.63 feet to a point in the northwest corner of lands now or formerly of Robert K. Taylor;

thence turning to the right and running South 34 degrees 31 minutes 20 seconds West and along the westerly line of said lands now or formerly of Robert K. Taylor, 327.90 feet to a disk set at the base of a wood post with a "B" in stone pile;

thence turning to the left and running along the southwesterly line of lands now or formerly of Robert K. Taylor, South 34 degrees 47 minutes 56 seconds East, 715.59 feet to a disk set at the base of a wood post with "B", which disk is 275.96 feet on a course of South 22 degrees 34 minutes 39 seconds West from a rebar;

thence still along the same course of South 34 degrees 47 minutes 56 seconds East, 11 feet, more or less to the thread of a brook;

thence turning to the left and running down the thread of said brook, it being the easterly line of lands now or formerly of Robert K. Taylor, 469 feet, more or less, to a point in the westerly line of Lot 16 as shown on plan entitled, "Subdivision Plan Kancamagus Estates Albany, New Hampshire Carroll County Section I" made by the Joseph E. Solari Company Fryeburg, Maine, recorded in the Carroll County Registry of Deeds, Plan Book 14, Page 34 hereinafter referred to as Kancamagus Estates;

thence turning to the right and running South 13 degrees 53 minutes 37 seconds East and along the westerly line of said Lot #16 of Kancamagus Estates, 173 feet, more or less to a rebar, which rebar is distant 275.96 feet on a course of North 22 degrees 34 minutes 39 seconds East from a disk set at the base of a wood post with "B" and which rebar is located in the southwest corner of Lot #17 of Kancamagus Estates;

thence turning to the left and running South 74 degrees 56 minutes 56 seconds East and along the southerly line of Lot #17, 218.67 feet to a rebar at the southwest corner of Lot #18 of Kancamagus Estates;

thence turning slightly to the right and running South 74 degrees 56 minutes 52 seconds East and along the southerly line of said Lot #18 of Kancamagus Estates, 175.02 feet to a rebar in the southwest corner of Lot #19 of Kancamagus Estates;

thence turning to the right and running South 57 degrees 53 minutes 42 seconds East, 122.13 feet to a rebar in the northwest corner of Lot #20 of Kancamagus Estates;

thence turning to the right and running South 07 degrees 06 minutes 18 seconds East and along the westerly line of said Lot #20, 136.47 feet to a rebar in the southwest corner of said Lot #20 of Kancamagus Estates;

thence turning to the left and running South 54 degrees 10 minutes 25 seconds East and along the westerly terminus of a right of way shown on said plan of Kancamagus Estates, 70.67 feet to a rebar in the northwest corner of Lot #21 of Kancamagus Estates;

thence turning to the right and running South 09 degrees 27 minutes 49 seconds East and along the westerly line of said Lot #21 of Kancamagus Estates, 237.48 feet to an iron pipe in the northerly line of Lot #22 of Kancamagus Estates;

thence turning to the right and running South 74 degrees 7 minutes 44 seconds West, 45.01 feet to a tablet found in a t-bar at the northeast corner of Lot #23 of Kancamagus Estates;

thence turning to the left and running South 71 degrees 44 minutes 09 seconds West and along the northerly line of said Lot #23 of Kancamagus Estates, 199.92 feet to an iron pipe in the northeast corner of Lot #24 of Kancamagus Estates;

thence turning to the left and running South 71 degrees 43 minutes 03 seconds West and along the northerly line of said Lot #24 of Kancamagus Estates, 199.99 feet to a point in the northeast corner of Lot #25 of Kancamagus Estates;

thence turning to the right and running South 71 degrees 44 minutes 00 seconds West, 200.00 feet to a point, which point is distant 4.56 feet on course of North 71 degrees 44 minutes 00 seconds East from an iron pipe;

thence turning to the right and running North 04 degrees, 52 minutes 42 seconds West, 420.46 feet to a point;

thence turning to the left and following the arc of a circle with a radius of 508.00 feet and curving to the right an arc distance of 71.35 feet;

thence turning to the left and running South 04 degrees 52 minutes 42 seconds East, 407.01 feet to a point;

thence turning to the right and running North 63 degrees 33 minutes 42 seconds West, 296.35 feet to a point;

thence turning to the left and running North 65 degrees 44 minutes 18 seconds West, 814.67 feet to a point;

thence turning to the left and running South 12 degrees 11 minutes 25 seconds West, 111.86 feet to a point;



thence turning to the right and running North 67 degrees 29 minutes 28 seconds West, 188.09 feet to a point;

thence turning to the right and running North 50 degrees 24 minutes 43 seconds West, 841.97 feet to a point;

thence turning to the left and running South 26 degrees 57 minutes 54 seconds West, 336.58 feet to a point;

thence turning to the right and running North 64 degrees 52 minutes 28 seconds West, 161.62 feet to a point of curvature;

thence following the arc of circle with a radius of 400.00 feet and curving to the right an arc distance of 133.39 feet to a point;

thence North 45 degrees 46 minutes 06 seconds West, 202.68 feet to a point;

thence turning to the left and following the arc of a circle with a radius of 67.50 feet and curving to the right an arc distance of 104.53 feet;

thence turning to the left and running South 45 degrees 46 minutes 06 seconds East, 120.00 feet to a point;

thence turning to the right and running South 13 degrees 44 minutes 13 seconds West, 336.36 feet to a point;

thence turning to the right and running North 58 degrees 07 minutes 56 seconds West, 267.37 feet to a point;

thence turning to the right and running North 39 degrees 24 minutes 56 seconds West, 893.38 feet to a point;

thence turning to the left and running North 86 degrees 49 minutes 26 seconds West, 311.10 feet to a point;

thence turning to the right and running North 10 degrees 18 minutes 38 seconds East to the southerly line of Kancamagus Highway (Route 112) and the point and place of beginning.

SUBJECT TO rights of way and water rights as more particularly described in deed recorded in the Carroll County Registry of Deeds, Book 317, Page 59.

SUBJECT TO the terms of an Agreement between Howard S. Hatch, III and Robert K. Taylor dated September 21, 1987 and recorded in the Carroll County Registry of Deeds, Book 1267, Page 141.

SUBJECT TO a Drainage Easement granted by Howard S. Hatch, III to Howard S. Hatch, III and Deborah Hatch dated September, 1987 and recorded in the Carroll County Registry of Deeds, Book 1256, Page 22 3.

EXCEPTING AND RESERVING for the benefit of Howard S. Hatch, III and Deborah Hatch, their heirs, executors, administrators and assigns a right to pass and repass over the roads as shown on the aforesaid plan entitled, "Subdivision of Land of The Moats Development Company, Kancamagus Highway, Albany, New Hampshire", and as they are finally laid out, for purposes of access to and from the Kancamagus Highway (Route 112) to other lands of Howard s. Hatch, III and Deborah Hatch whether adjoining the above described premises or not The access across said rights of way maybe used for all purposes for which roads in the Town of Albany are used, including the right in Howard S. Hatch, III and Deborah Ha t c h to further develop their other lands, whether adjoining the above described premises or not, and to grant rights to use said rights of way.

M EANI NG AND INTENDING to describe a part of the premises conveyed to the Declarant by deed Henry C. Gill, Jr. and John J. Lyons, dated March 8, 1982 and recorded in the Carroll County Registry of Deeds, Book 847, Page 153, and the same premises conveyed to the Declarant by deed of Deborah Hatch dated August 3, 1987 and recorded in the Carroll County Registry of Deeds Book 1247, Page 250.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

Tim Sorgi  
President

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Anne Merrow  
Secretary and Treasurer

\_\_\_\_\_

William Dee  
Officer

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