

File

DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND RESERVATIONS

With Respect to Property Owned By:
Joseph A. Mazzuchelli, Jr.

PERTAINING TO THE STATUS OF A CERTAIN PRIVATE DRIVE

THIS DECLARATION, made this 18th day of July,
1990, by Joseph A. Mazzuchelli, Jr., hereinafter called the
Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property
described on a plan entitled "Subdivision Plan - Wilton, New
Hampshire, Prepared for Joseph A. Mazzuchelli, Jr., dated 19
March 1990, revised 20 June 1990, by Howard G. Watkins" and
desires to subdivide the property therein described into two (2)
lots; and

WHEREAS, the Developer has made application to the Planning
Board for the Town of Wilton, Hillsborough County, State of New
Hampshire, for approval of said subdivision plan; and

WHEREAS, the duly adopted Town of Wilton Land Use Laws and
Regulations provide, in part, that a private drive may exist for
the purpose of constituting access to certain houselots in a
subdivision plan;

NOW THEREFORE, in consideration of the approval by the Town
of Wilton Planning Board of the subdivision plan referred to
above the Developer does hereby covenant and agree that said
property is and shall be held, transferred, sold, conveyed and
occupied subject to the Covenants, Restrictions, Easements and
Charges hereinafter set forth;

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ARTICLE I

The Developer does hereby understand and agree that the final mylar copy subdivision plan herein referred to shall have thereon the following references: "This approval is granted subject to a Declaration of Covenants, Restrictions, Conditions and Reservations entered into by the Developer with the Planning Board of the Town of Wilton which Declaration is of even date herewith and was provided to the Planning Board of the Town of Wilton at the time that the approval herein was granted and is recorded in the Hillsborough County Registry of Deeds."

ARTICLE II

The right-of-way constituting access to Lot #103.1 and Lot #103.2 shown on the plan referred to shall be private property and is not now a town approved or accepted road and shall not become a town approved or accepted road at any time in the future unless said right-of-way is first brought up to town road standards at the owner's expense and that even in this event the town shall be under no obligation to accept said right-of-way as a town road.

The twenty (20') foot right-of-way herein referred to shall be for the benefit of Lot #103.1 and Lot #103.2 and shall provide access to both lots from Abbott Hill Road.

ARTICLE III

The Town of Wilton does not, and shall not, have any obligation to maintain the right-of-way and it is the understanding and agreement of the Developer that the Town does not contemplate any time hereafter accepting, or approving, the right-of-way as a town street.

ARTICLE IV

The Developer, and its successors and assigns, hereby agree that ingress to and egress from Lot #103.1 and Lot #103.2 shall

be by the twenty (20') foot right-of-way shown on said plan as going through Lot #103.1. Responsibility for maintenance repair or improvement of said right-of-way shall run with the owners of said lots, and Developer his successors or assigns do hereby covenant that any deed given shall be given subject to this condition, any change in access requires Planning Board and all other applicable approvals.

ARTICLE V

The Property shown on subdivision plan may not be further subdivided at any future time.

ARTICLE VI

(a) Title to the right-of-way:

The ownership of the right-of-way set forth as aforementioned shall be the same as the ownership of the lot over which such right-of-way is located and the existence of the right-of-way and approval thereof by the Wilton Planning Board is not to be construed as approval of any separate parcel of land other than the lot itself. In the event of a sale by the Developer or his successors or assigns of Lot #103.2, the Grantor shall convey together with the fee to said lot that perpetual right and easement to pass and repass by any means and for any purpose, so long as such use is reasonably related to access to said lot and over said Lot #103.1.

(b) Maintenance Covenants:

The responsibility of maintenance of the private right-of-way shown on said plan shall rest jointly with the owners of Lot #103.1 and Lot #103.2, and upon conveyance of either lot the deed shall convey in addition to the property constituting the lot the right and obligation to maintain and repair said right-of-way sufficient to maintain it in accordance with any specifications established by the Developer, and to hold each other responsible for his/her share of the expense for such repair or maintenance.


Plowing costs shall be shared equally by each owner.

No persons shall cause the right-of-way to be obstructed by vehicles, materials or otherwise.

ARTICLE VII

The conditions hereunder shall run with the land.

IN WITNESS WHEREOF, the Developer, hereunder affixes his hand and seal on the 18th day of July, 1990.


Witness


Joseph A. Mazzuchelli Jr.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 18th day of July, 1990, before me, the undersigned officer, personally appeared Joseph A. Mazzuchelli, Jr., and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Justice of the Peace/Notary Public