

Gauthier Law Office
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**DECLARATIONS OF COVENANTS, RESTRICTIONS,
CONDITIONS AND RESERVATIONS
PERTAINING TO THE STATUS OF CERTAIN PRIVATE WAYS**

With respect to property owned by A&T Forest Products, Inc. of Bedford, New Hampshire located on the northerly side of Burton Highway, Wilton, New Hampshire.

THIS DECLARATION, made this 15 day of July, 2003 by A&T Forest Products, Inc. hereinafter called the Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property described in Schedule "1" of this Declaration and desires to subdivide the premises therein described into two (2) individual house 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 Development Regulations provide, in part, that a private way may exist for the purpose of constituting access to two (2) lots in a subdivision plan; and

WHEREAS, the Town of Wilton and the Developer understand, agree and desire that such private way shall never become a public road in the Town of Wilton and that the Town of Wilton shall, under no circumstances now, or hereafter have any duty or responsibility for the maintenance, repair, improvement or initial construction of such private way; and

WHEREAS, the Town of Wilton and the Developer are desirous of incorporating this as a condition to the approval of the plan aforementioned, as well as providing that any future conveyance of any lot within said subdivision shall be made to this condition; and

WHEREAS, the Town of Wilton, by its Planning Board, desires hereby to require the Developer, as a condition for the granting of approval of a subdivision plan containing private ways, to restrict the property within said subdivision plan in a fashion sufficient to clearly attach the aforementioned conditions to the property as a matter of record in perpetuity;

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NOW THEREFORE, in consideration of the approval by the Town of Wilton Planning Board of the subdivision plan referred to in Schedule "1" which constitutes a subdivision of the premises herein described the developer does hereby covenant and agree that the property described in Schedule "1" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, Easements and Charges hereinafter set forth;

ARTICLE I

The Developer does hereby understand and agree that the final mylar copy subdivision plan herein referred to shall have thereon the following reference: "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 private way constituting access to the two lots within the subdivision shown on the plan referred to (except the presently existing or proposed Town roads) shall be private property and is not now Town approved or accepted roads and shall not become Town approved or accepted roads at any time in the future.

ARTICLE III

The Town of Wilton does not, and shall not, have any obligations to maintain the private way shown in said plan and it is the understanding and agreement of the Developer that the Town does not contemplate any time hereafter accepting, or approving, the private way shown on said plan as a public street.

ARTICLE IV

The Developer, and its successors or assigns, do hereby agree that the two lots in said subdivision shall be subject to the condition that access to such lot shall be by private way and the responsibility for maintenance, repair or improvement of said private way shall run with the owner, or owners of the lots, served by such private way and the Developer, its successors or assigns do hereby covenant that any deed so given shall be given subject to this condition.

ARTICLE V

(a) Depiction Of Private Way Also Known As Common Private Drive:

The Developer agrees that the private way set forth on the aforementioned plan shall be

designated as that area of Lot A-21-1 lying northerly and westerly of the following described line shown on said plan:

Beginning at a point on the Northerly sideline of Burton Highway said point lying 192.47 feet S 66° 26' 05" East of the Southeast corner of Lot A-21-2;

Thence North 56° 37' 11" East 286.63 feet to the end of a stone wall as shown on said plan;

Thence North 08° 28' 04" East 140.82 feet to a point on said stone wall at Lot A-21-2.

Lots A-21-1 and A-21-2 shall share one common private drive easement.

(b) Title To Common Private Drive Easement :

The ownership of any common private drive easement set forth as aforementioned shall be the same as the ownership of the lot over which such common private drive easement is located (Lot A-21-1) and the existence of the common private drive easement 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 its successors or assigns, of any lot so approved, the grantor shall convey together with the fee to the lot in question the 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 the benefitted lot and over such other lot approved to the extent that a common private drive easement is shown over such lot.

These common private drive easements shall be used for ingress and egress to said lots and shall include the right to install and maintain surface or subsurface utility lines for the usual residential utilities.

(c) Maintenance Covenants Of Private Drives:

The responsibility for maintenance of a common private drive easement as shown on said plan shall rest jointly with the owner(s) of the lots having access to such street in perpetuity, and the Developer, and its successors or assigns, do hereby agree that upon the conveyance of any such lot within said subdivision that they, their successors or assigns, shall in such deed convey, in addition to the property constituting the lot, the right and obligation of either lot owner to maintain and repair such private way in a fashion sufficient to maintain such private drive 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 in the event of contribution by either such owner.

Plowing costs shall be shared equally by each owner with a house on lots serviced by said common private drive easement. Owners of lots serviced by that common private drive easement which do not have a completed house on it as of December 31st of that plowing season will be

obligated to share general maintenance costs but not plowing costs.

Maintenance and plowing costs to be shared hereunder shall cover only that portion of the common private drive easement as described hereinabove. Costs will be shared equally even though one owner may not use the full length of the common private drive easement in said area.

Invoices for maintenance and plowing costs shall be paid within thirty days from the date thereon.

Absent an agreement to share the cost of any such improvements, each lot owner serviced by said common private drive easement may pave the driveway within the easement area at his/her own expense.

No person shall cause the common private drive easement to be obstructed by vehicles, materials or otherwise.

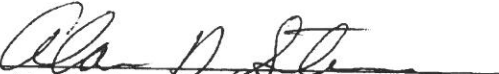
ARTICLE VI

The conditions herein shall run with the land described in Schedule "1" and shall apply notwithstanding the failure of the Developer, or any successor or assigns, to receive these restrictions in appropriate fashion in any conveyance made.

IN WITNESS THEREOF, the Developer, hereunto affixes its hand on the 15 day of July, 2003.

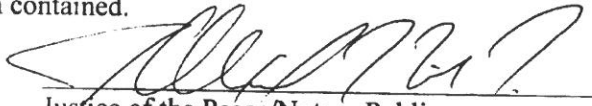
A&T Forest Products, Inc.


Witness

By: 
Alan D. Stevens, President

State of New Hampshire
County of Hillsborough

On this 15th day of July, 2003, before me, the undersigned officer, personally appeared Alan D. Stevens, President of A&T Forest Products, Inc. and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Justice of the Peace/Notary Public
My Commission Expires: 5/10/2005
J. ALEXANDER MACMARTIN JR.

BK 6997 PG 0295

SCHEDULE 1

Two (2) certain tracts or parcels of land with any buildings thereon situated in the Town of Wilton, County of Hillsborough, State of New Hampshire and being shown as Lots A-21-1 and A-21-2 on a certain plan of land entitled "Subdivision Plan Tax Map 'A' Lot 21 Burton Highway, Wilton, N.H. prepared for A&T Forest Products, Inc." Dated July 20, 2001 Scale 1" = 100' Prepared by Duval Survey, Inc. and recorded in the Hillsborough County Registry of Deeds as Plan No. 32947.

Meaning and intending to describe and convey a portion of the premises conveyed to A&T Forest Products, Inc. by deed of Jenny D. Clary McCallion dated February 20, 2001 and recorded in the Hillsborough County Registry of Deeds at Book 6359, Page 24.

BK 6997 PG 0296