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GRAFTON COUNTY  
REGISTRY OF DEEDS

Nixon Peabody LLP  
889 Elm St  
Manchester, NH 03101

**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR CAMELOT ACRES, BRISTOL, NEW HAMPSHIRE**

THIS AMENDED AND RESTATED DECLARATION made as of this 25th day of August, 2001 by CAMELOT ACRES RESIDENTS ASSOCIATION, INC., a New Hampshire not-for-profit corporation with its principal place of business at Bristol, Grafton County, State of New Hampshire 03222 (the "Successor Declarant").

**PRELIMINARY STATEMENTS:**

The members of the Successor Declarant are the dues paying fee owners of all of the residential lots situated in said Bristol (the "Property") on a plan by David H. Hamilton, dated June 27, 1966, entitled "Subdivision Plan #1, Camelot Acres, Newfound Lake, Bristol, New Hampshire" and recorded in the Grafton County Registry of Deeds, Book 1035, Page 55 and a plan by David H. Hamilton, dated October 7, 1966, entitled "Subdivision Plan #2, Camelot Acres, Newfound Lake, Bristol, New Hampshire" and recorded in said Registry of Deeds, Book 1045, Page 13.

The Property is subject to the rights, easements, limitations, restrictions, covenants, conditions and other provisions of a Declaration of Restrictive Covenants For Camelot Acres, Bristol, New Hampshire by Camelot Acres, Inc. (the "Developer") dated August 19, 1964 and recorded in said Registry of Deeds, Book 1041, Page 470, as supplemented by an Amendment dated July, 1972 and duly recorded in said Registry of Deeds (said Declaration, as so amended, being hereinafter referred to as the "Original Declaration").

The Original Declaration conferred upon the Developer certain rights, powers and privileges, including (but not limited to) the right, under Section 11 thereof, to modify, change and amend the Original Declaration.

By instrument styled "Amendment to Declaration of Restrictive Covenants Camelot Acres Bristol, New Hampshire" dated February 5, 1985 and recorded in said Registry of Deeds, Book 1634, Page 536, the Developer transferred all of its rights, powers and obligations under the Original Declaration (including the powers of enforcement and amendment) to the Successor Declarant.

By affirmative vote of a majority of its members then present and voting at a meeting of the members duly called and held for such purpose on August 25, 2001, the members of Successor Declarant authorized Successor Declarant (acting by and through its President and Treasurer) to amend the Original Declaration in the manner herein provided and to restate the same as so amended in its entirety in order that there be one document which sets forth all of the rights, easements, restrictions, limitations, covenants, conditions and other agreements benefiting and encumbering the Property by reason thereof.

NOW, THEREFORE, in consideration of the foregoing and the powers and authority conferred upon Successor Declarant under Section 11 of the Original Declaration and said vote of its shareholders, the Successor Declarant declares that (a) this instrument amends and restates the Original Declaration in its entirety, supersedes the Original Declaration in all respects and benefits and burdens the Property and each part thereof and any further subdivisions and/or consolidations of all or any part of the Property and (b) the Property and each part thereof and any further subdivisions and/or consolidations of all or any part thereof shall hereafter be held, sold, conveyed, encumbered and leased SUBJECT TO, AND TOGETHER WITH THE BENEFIT OF, the following rights, easements, restrictions, limitations, covenants, conditions and agreements which are for the purpose of protecting the character, value and desirability of, and which shall with the title to, the Property and be binding upon all persons having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns:

1. LAND USE AND BUILDING TYPE:

- a. Except as hereafter provided with respect to temporary structures during building operations, no building or other structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, one *bona fide* garage for not more than two automobiles, and one *bona fide* detached tool house not larger than a one-car garage any such garage and/or tool house to conform in architecture and appearance to that of the residence structure.
- b. No part of any residential lot or any buildings or structures placed or erected thereon shall be used for conducting or carrying on any trade, business, or occupation of any kind except for Home Occupation as defined by the Zoning Ordinance of the Town of Bristol. Such lot and buildings may be leased or rented for residential purposes only when not owner-occupied.

2. MINIMUM BUILDING STANDARDS:

- a. Any dwelling erected on any residential lot shall have a minimum ground floor area of 600 square feet.
  - b. Exterior walls must be finished with wood, brick, stone, novelty or aluminum siding. Tar paper siding or cement block walls (other than foundation walls) are prohibited.
  - c. All dwellings and other structures erected, placed, or altered on any residential lot shall have either full foundations or close lattice work extending to within one foot above the ground level of that portion of the lot upon which such building or structure stands.
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3. TEMPORARY STRUCTURES: No tent, mobile home, trailer, travel trailer, or other temporary or portable structure shall be permitted on any lot except that a lot owner may, with the written permission of the Successor Declarant and not otherwise, occupy a tent or trailer on his own lot during construction of a dwelling house, but such tent or trailer shall be removed from the lot immediately after completion of the dwelling house.

4. ANIMALS AND POULTRY: No animals or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other domestic household pets may be kept, provided they are not raised, bred or kept for any commercial purposes.

5. BEACH AREA: The beach area situate on the West shore of Newfound Lake East of the lots shown on the plan in Book 1035, Page 55, within the limits to be designated by Developer, shall be used by lot owners of any residential lot constituting a part of the Property, their tenants and guests, in common, subject to the following restrictions:

- a. Boats shall be launched only in the boat launching area or areas to be designated by Developer.
- b. Boats shall be moored whether on the shore or in the lake only in such areas as shall be designated by Successor Declarant and in no event shall any boat be moored in such location as to interfere with the free and unobstructed use of the beach for swimming, picnics, and other beach activities. Any boats moored in the lake shall be at a reasonably safe distance away from the swimming area enclosed by float lines and in such position as not to interfere with navigation by other boats.
- c. No open fires shall be permitted on the beach at any time.
- d. Lot owners, their guests and tenants, shall vacate the beach not later than 10:00 p.m. in order that occupants of buildings near the beach may have undisturbed rest at night.
- e. No temporary or permanent wharves, boat houses or other structures of any kind shall be erected or placed on the beach by any lot owner; provided, however, that in the event an association of lot owners is incorporated under the laws of the State of New Hampshire, such association may erect and maintain, at its own expense, one common wharf or pier, the design, specifications, and location of which shall first be approved in writing by Successor Declarant.

6. AMENDMENTS: Any reasonable change, modification or addition to these covenants may be made at any time by Successor Declarant by an instrument in writing, duly executed by Successor Declarant, recorded in the Grafton County Registry of Deeds, and when so recorded, shall be as binding as the covenants set forth herein; provided, however, that any such change, modification or addition shall not apply to any non-conforming use in existence on the date of recording of such Declaration of Amendment.

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7. **INVALIDATION:** These covenants shall run with the land for the maximum period permitted by New Hampshire law. Invalidation of any one or more of these covenants by judgment or decree shall in no way affect any of the other provisions hereof or the provisions of any amendment hereof, which shall remain in full force and effect. This instrument shall be construed according to New Hampshire law, both as to interpretation and performance.

IN WITNESS WHEREOF, Camelot Acres Residents Association, Inc. has caused its name to be subscribed hereto by Paul Bemis, its President, and William Madigan, its Treasurer, both duly authorized, this 16<sup>th</sup> day of June 16, 2002. 3

Witness:

CAMELOT ACRES RESIDENTS ASSOCIATION, INC.

[Signature]

By: [Signature: Paul Bemis]  
Paul Bemis, President

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, SS.

The foregoing instrument was acknowledged before me this 16 day of June, 2002 by Paul Bemis, the President of Camelot Acres Residents Association, Inc., a New Hampshire corporation, on behalf of the corporation.

[Signature: Jill Hadaway]  
Justice of the Peace/Notary Public  
Print Name: JILL HADAWAY, Notary Public  
My Commission Expires April 11, 2008

Witness:

By: *William Madigan*  
~~William Madigan, Treasurer~~  
*Ellen Rawlings Vice President*

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX, SS.

The foregoing instrument was acknowledged before me this *27<sup>th</sup>* day of *August*, 200*3* by *William Madigan*, the ~~Treasurer~~ of Camelot Acres Residents Association, Inc., a New Hampshire corporation, on behalf of the corporation.  
*Ellen Rawlings Vice-President*

*Evelyn M. Haines*  
Justice of the Peace/Notary Public  
Print Name: *Evelyn M. Haines*  
My Commission Expires *July 16, 2008*

*Joel A. Dupuis* REGISTER  
GRAFTON COUNTY REGISTRY OF DEEDS