

# DECLARATION OF COVENANTS, RESERVATIONS, RESTRICTIONS, AND EASEMENTS

for

RIVER RIDGE

PLYMOUTH, NEW HAMPSHIRE

***WHEREAS, Hilco, Inc., a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter sometimes referred to as "Declarant") has acquired certain premises situate in the Town of Plymouth, County of Grafton and State of new Hampshire hereinafter described: and***

WHEREAS, the Declarant desires to reorganize and improve said premises according to a common plan known as "River Ridge," approved by the Plymouth Planning Board on March 28, 1991, and

WHEREAS, the Declarant intends to create building lots in River Ridge for the construction of single family dwellings, coupled with easements to use and enjoy certain common land for the benefit of purchasers of such lots; and

WHEREAS, the successful conduct of such a plan requires the Declarant to subject the land to a set of uniform rules and regulations, restrictions on use, mutual easements and servitudes, mutual privileges and obligations, and to provide for the administration, amendment and repeal of the same, all of which must mutually benefit and burden all lots in order to accomplish said plan, to preserve and enhance the appearance, desirability and value of said lots and the improvements to be made thereon, and to provide for the efficient management and governance of River Ridge.

NOW THEREFORE, the Declarant hereby declares that all the property described in Schedule A hereof, including all improvement now existing or to be made or created thereon in the future, are hereby made subject to and shall be held, conveyed, encumbered, used and improved subject to the following reservation, restrictions, easements, covenants and limitations, all of which are hereby declared to be part of an integrated scheme for reorganization, improvement and development of the property, to create reciprocal rights and privity of contract and estate between all persons owning or who may acquire an interest in said lots (including the Declarant), to run with the land and be binding upon all present and future owners thereof (including the Declarant) for the benefit of all present and future owners thereof (including the Declarant) and their heirs, representatives, successors and assigns.

## SECTION 1. Definitions

- (a) Declarant means Hilco, Inc., a New Hampshire corporation, having its principal place of business at 1000 Elm Street, Manchester, County of Hillsboro and State of New Hampshire, 03101. It includes the successors and assigns of said corporation.

- (b) Association means the River Ridge Homeowners' Association (formerly known as the Village at River Ridge Homeowners' Association), a voluntary, non-profit corporation organized under the laws of the state of New Hampshire.
- (c) River Ridge means all the land described in Schedule A which the Declarant, by the terms hereof, is subjecting to the provision of the within Declaration.
- (d) Lot means a parcel of land in River Ridge other than the Common Land as that term is defined in Subsection (1) hereof, owned by a Person in fee simple. Subject to the provision of Section 8 hereof, there shall be thirty-one (31) lots in River Ridge, which are depicted on the plot plan and are numbered 1 through 31, inclusively.
- (e) Site means the land upon which a Dwelling is to be constructed.
- (f) Improved Lot means a lot upon which a Dwelling has been constructed.
- (g) Unimproved Lot means a lot upon which no Dwelling has been constructed.
- (h) Declaration means this instrument in its entirety.
- (i) Person includes a corporation, any other legal entity, and, when the context requires, the plural.
- (j) Owner means any Person who owns a Lot. It includes the Declarant as to any Lots it owns, and, when the context requires, the plural.
- (k) Member means an owner. It refers to membership in the Association. When used in relation to the Board of Directors of the Association, it means a member of that Board.
- (l) Common Land is a collective term which includes general common land (all parts of River Ridge that are not located within the boundary of a Lot) and any pipes, wires, or utility installations located on, under, or above such Land.
- (m) Dwelling means an unconnected single-family residential structure. **Single-family residential structure means that the building of any type of Accessory Dwelling Unit (ADU) is prohibited, even for use by family members or extended family. \*\*Approved 11-11-24, Recorded with Reg of Deeds 11-18-24**
- (n) By-Laws means the By-Laws of River Ridge Homeowners' Association as set out in Schedule B hereof, as the same may be amended from time to time as provided therein.

## SECTION 2. Architectural and Siting Guidelines

### I. General Guidelines

1. Dwellings shall be designed and constructed in such a way as to maintain their value for resale and avoid impairing the value of any neighboring properties.
2. Owners shall site their Dwellings so as to maintain the maximum amount of privacy between Dwellings.
3. Any exceptions or variances to the Specific Guidelines which follow shall be subject to the review and written consent of the Association.
4. Except for Subsection 10 entitled "Setbacks," the delineation of any numerical standard for size or dimensional aspects by the Declaration, the By-Laws or any rule or regulations of River Ridge shall be construed to adopt a standard which shall conform with applicable ordinances, regulations, or by-laws of the Town of Plymouth, and the delineation of a contrary standard herein shall not authorize a violation of any such Town standard.

## II. Specific Guidelines

### 1. Size/Square Footage:

- a. The square footage size of each Dwelling shall be between an absolute minimum of 900 and an absolute maximum of 3000 square feet of finished living space.
- b. Porches, garages, patios, basements or similar unfinished or exterior areas shall not be included in the calculation of the square footage of finished living area.

### 2. Style/Type:

- a. Acceptable style homes include traditional New England colonial, contemporary or other conventional home styles.
- b. Log homes, "A-frames", dome homes, earthen beam homes and similar experimental and/or non-conventional home styles are prohibited.

### 3. Roof Pitches, Materials and Colors:

- a. Acceptable roof pitches shall be between 6:12 and 14:12 with a pitch of 12:12 preferred.
- b. Acceptable roofing materials shall be any of the following: asphalt shingles, wood shakes, wood shingles, fiberglass shingles, slate and/or copper. Unacceptable materials are all other metals, thatch, sod, rolled roofing, onduline or other like material. Preferred colors shall be black, slate, mottled black, dark gray, dark green or brown. **\*\*Approved 10-21-18: Metal roofing (steel or aluminum), shingle/shake style, or vertical panel/standing seam, NO exposed screws, seams 6-12 inches apart, former approved colors allowed \*\*Approved 3-16-24: Solar panels are also allowed.**
- c. Only copper or aluminum shall be acceptable as flashing material.

### 4. Basements and Foundations:

- a. To the extent that site conditions reasonably permit, all houses shall have full basements - i.e., at least 2/3rds (67%) of the full footprint of the house - with a minimum of 7 ft. from floor to unfinished ceiling.
- b. Except for garages and/or outbuildings, so-called "slab" construction for the main dwelling shall only be permitted when a garage with at least one stall is also constructed simultaneously with construction of the main dwelling.
- c. All basement floors and foundations shall be poured concrete.

### 5. Garages:

- a. Except as indicated in Item No. 4(c) above, there is no requirement to actually construct a garage; nevertheless all house plans are required to include a provision for a garage with at least one stall, which shall conform to all setback requirements and may be constructed by a subsequent Owner of said Lot.
- b. The maximum number of permissible stalls shall be two.
- c. Attached, detached or basement garages are equally acceptable.

6. Height Limitations:

- a. Dwellings shall not exceed 35 feet in height above grade.

7. Exterior Siding:

- a. Exterior siding shall be wood clapboard, wood vertical board, wood shingles, stone, brick, stucco or vinyl or similar material.

8. Outbuildings:

- a. Outbuildings (i.e. woodshed, pool house, detached garage, workshop, etc.) shall have the same roofing material and exterior siding as the main house.

**\*\*Approved 10-21-18: Roofing material may be different than main house, but must still be the same color**

- b. Outbuildings shall not exceed 20 feet in height.

9. Exterior Colors:

- a. Exterior colors shall be traditional New England color homes or natural.

10. Setbacks:

- a. Minimum setback requirements shall be 25 feet from the road side (front) and 15 feet from all other sides in full conformity with Town of Plymouth zoning ordinances for cluster developments dates 3/14/90.

11. Driveways:

- a. Driveways shall be gravel or paved with asphalt or stone.

12. Balconies and Decks:

- a. Balconies and/or decks shall be constructed of wood or iron. **\*\*Approved 3-23-19: Man-made materials designed to simulate wood are now allowed (i.e. Trex decking)**

13. Chimneys and Fireplaces:

- a. The exterior of all chimneys and fireplaces shall be faced with brick, stone, or wood. Only chimneys and fireplaces shall be permitted, exposed stovepipe and/or metalbestos chimneys are prohibited.

14. Antennas, Clothes Lines and Other Structures:

- a. Radio and television antennas and clothes lines shall be inconspicuous from the road and neighboring properties, i.e., they shall be located in an attic, basement, or outbuilding, etc., or fenced off or screened from view. Evergreen fences are permissible.

15. Completions and Site Clean-Up:

- a. Within one year of commencement of construction, building materials and debris shall be cleared up and/or out of view from the road and neighboring properties, and the ground cover completed.

16. Utility Hookups:

- a. All utility wires, lines, cables and pipes including, without limitation, all telephone, electrical and cable television wires, shall be installed underground through iron, copper or P.V.C conduit from the dwelling or outbuilding to the street or utility easement.

17. Swimming Pools:

- a. Private swimming pools shall be properly fenced. Swimming pools shall be located at least fifteen feet from adjoining properties and properly screened. Swimming pools shall not exceed 4 ½ feet in height above the average natural ground elevation.

18. Trees:

- a. To the extent practical, Owners shall maintain existing trees on their properties in order to enhance the scenic value of River Ridge and promote privacy between Dwellings.

19. Fences:

- a. Fences may not exceed 5 ½ feet in height. Fences shall be uniform with the main Dwelling in material, quality, type and color and finished on both sides. Vegetative and, except in connection with item No. 14 above, see-through fences are preferred.

20. Barbeque:

- a. Outdoor barbecues, fireplaces and/or grills shall be inconspicuous from the road and neighboring properties, shall be located at least 15 feet from such properties, and may not exceed 8 ft. in height above the natural ground elevation.

21. Animal Enclosures:

- a. Enclosures, impoundments, or tethers for livestock or loud and/or noisome animals are prohibited.

SECTION 3. Maintenance and Repairs

The outside surfaces of all structures in River Ridge shall be maintained by their respective Owners and shall be kept in good repair at all times.

SECTION 4. Removal of Debris

In the event a Dwelling structure in River Ridge is destroyed in whole or in part by fire, windstorm or other casualty, the Owner shall remove the debris and do such other things necessary to render the site of the casualty safe and sightless. In the event of a failure by the Owner to meet their obligations under the foregoing sentence, the Declarant hereby reserves to itself, and assigns to the Association, its successors and assigns, the right to do said acts and to make assessments therefore as provided in its By-Laws.

#### SECTION 5. Ground Maintenance and Other Services

~~Road maintenance and snowplowing~~, maintenance of Common Land and facilities, and similar services shall be performed by the Association to the extent required by its By-Laws or a vote of its Members, and the Declarant hereby reserves to itself and assign to the Association and its successors and assigns, the right to do such maintenance and perform such services, and to make assessments thereof as provided in Schedule B.? Bylaws? \*The town of Plymouth is now responsible for road maintenance and snowplowing.

#### SECTION 6. Occupancy Prior to Completion

No structure may be occupied in any manner while being constructed, nor at any time prior to its being entirely completed.

#### SECTION 7. Subdivision

No lot in River Ridge shall be further subdivided.

#### SECTION 8. Merger

At the sole discretion of their Owner, two or more Lots in River Ridge may be legally merged into one. In such event, recognizing the benefits of lower residential density to all Members, the total number of Lots in River Ridge for purposes of calculating Association votes and dues shall be decreased accordingly and the Owner of the merged Lots shall have voting rights and shall pay dues based on ownership of a single Lot. Once merged, Lots may only be re-subdivided with the written consent of the Association as well as the Plymouth Planning Board.

#### SECTION 9. Easement

Every Owner shall, in common with other Owners, be entitled to an easement for use and enjoyment of the Common Land and such easement shall be appurtenant to, and shall pass with, the title to each Lot. Such easement shall be subject to the rights of other Owners of other Lots, to similar easements, and the rights reserved to the Declarant and the Association in the within Declaration.

#### SECTION 10. Partition

No Owner of an easement for use and enjoyment of Common Land shall institute, cause, permit, participate or acquiesce in permitting the institution of any action to partition or separately identify his interest in said Land.

#### SECTION 11. Easements for Roads

The Declarant reserves to itself, its successors and assigns (including as a possible assignee the Association or the Town of Plymouth) the right and easement to construct, maintain and use roads and ways within a fifty foot right of way as defined and depicted on the site plan recorded herewith and on such other plans as may be recorded from time to time, and the right to construct and maintain slopes, embankments and drainage beyond said limits. This section shall not be construed as in any way an indication of obligation on the part of the Town to accept an assignment or dedication, they shall remain private.

#### SECTION 12. Utility Easements Reserved

The Declarant reserves to itself, its successors and assigns (including as possible assignees the appropriate utility companies, Village District and/or the Association) the right and easement to construct, maintain, repair and service lines, wires, pipes and all other necessary and appurtenant equipment for the installation and maintenance of sewer, water, electric, telephone, cable television or other utility service on, through or above Common Land, sites, and structures erected thereon, to construct, lay, relocate, repair and maintain said lines, pipes and equipment, doing as little damage as may be reasonably practical. The location of said utility equipment shall be reasonably permanent upon installation thereof.

#### SECTION 13. Right to Alter Unsold Lots

Subject to Planning Board approval and provided such change or alteration does not have a substantial adverse effect upon the value of any Lot not owned by the Declarant, the Declarant reserves to itself, its successors and assigns, the right to change and alter the arrangement, grouping and location of its Lots. Such change may be reflected by an instrument executed solely by the Declarant, notwithstanding any other provision to the contrary. Changes shall become effective upon recording of the instrument in the Grafton County Registry of Deeds. Upon the recording of such an instrument, the boundaries of the Lots shall be deemed to be amended to reflect any such alteration in the arrangement, grouping and location of Lots.

#### SECTION 14. Right to Alter paths, Trails and the Location of Amenities

Subject to Planning Board approval, the Declarant reserves to itself, its successors and assigns (including as a possible assignee the Association) the right to change or alter the location or size of any paths, trails, parks or other amenities now existing or hereafter created should it find that physical conditions require or make convenient such changes or alterations, provided, however, such change or alteration does not have a substantial adverse effect upon the value of any Lot not owned by the Declarant. Such changes may be reflected by an instrument executed

solely by the Declarant notwithstanding any other provision to the contrary, which changes shall become effective upon recording of the instrument in the Grafton County Registry of Deeds.

SECTION 15. Association Membership Required

- a. Every Owner is and shall be a Member of "River Ridge Homeowners' Association" and is subject to its By-Laws and bound by its lawful acts. All property in River Ridge is subject to the By-Laws and other lawful acts of the Association.
- b. Every Owner, by acceptance of their deed, consents and agrees to all the provisions of the By-Laws of the Association, and specifically to those which impose a lien for unpaid assessments and authorizes foreclosure for non-payment thereof in the same manner as power of sale mortgage, and for said purpose each Owner, by acceptance of this deed, thereby appoints the Association his true and lawful attorney for purpose of such foreclosure, which appointment may not be revoked, and which is binding upon their heirs, successors and assigns.
- c. Notwithstanding the provisions of paragraphs (a) and (b) above, the Town of Plymouth, but not its assigns, shall be exempted from the requirements and obligations of Association membership upon acquisition of title to any Lot by tax deed or other involuntary means for so long a period as the Town shall make no direct or indirect use of said Lot. During such period, the Town shall have no voting rights in the Association and shall enjoy none of the other rights and benefits of membership therein. For purposes of calculating Association votes and dues, any unused lot held by the Town pursuant to this paragraph (c) shall be treated as having been temporarily removed from River Ridge and the total number of Lots in River Ridge shall be temporarily reduced accordingly.

SECTION 16. Use of Common Land

- a. All Owners in River Ridge have the right to use the Common Land in River Ridge, subject, however, to the following restrictions as well as those set forth elsewhere within this Declaration:
  - (i) No waste shall be committed and specifically no trees, shrubbery or brush shall be cut on the Common Land without the consent of the Association.
  - (ii) No structures of any type or nature, however temporary, shall be erected, placed, or permitted on the Common Land without the written consent of the Association.
  - (iii) No snow machines, ATV or other motorized vehicles of any type, size or description are permitted on the Common Land except that licensed, inspected and operating passenger vehicles may be parked in those places provided for such use and so designated from time to time by the Association.
  - (iv) No fires are permitted on the Common Land, except in places which may from time to time be designated for such use by the Association.
  - (v) No habitation of any type or duration is permitted on Common Land.
  - (vi) No trailer, camper-trailer, or mobile home of any kind shall be permitted on Common Land.



- b. Contemporaneously with the recording of the within Declaration, the Declarant shall record that certain plan approved by the Plymouth Planning Board on March 28, 1991, whereupon the Association shall convey to the Declarant and other Owners such amounts of land held by it as is necessary to effectuate the new plan of subdivision, all to be subject to and together with the rights, obligations, reservations, easement, covenants and agreements all as more particularly set forth in the within Declaration as the same may be amended from time to time.

#### SECTION 17. Drainage Easements

The Declarant reserves to itself, its successors and assigns (including as possible assignees the Town of Plymouth and/or the Association) the right to install, maintain, repair and service drainage trenches, ditches, swales, culverts, catch basins and other surface or subsurface drainage installations upon, across or under any Lot, provided such installation, maintenance, repair and servicing does not materially adversely affect the value of said Lot and/or the peaceful enjoyment thereof by its Owner.

#### SECTION 18. Emergency Repairs

The Declarant reserves to itself, its successors and assigns (including as a possible assignee, the Association) the right to enter any premises or Dwelling in River Ridge, after knocking if the Dwelling is occupied, in order to effect such repairs or to do any other act necessary to protect the property, health or safety of any Owner.

#### SECTION 19. Insurance

- a. Every Owner of an Improved Lot in River Ridge shall at all times maintain, with respect to the Dwelling on such Improved Lot, fire and extended coverage insurance in an amount at least equal to the replacement cost of the dwelling in the event of a total loss caused by fire, lightning, wind, hail, rain, snow, explosion, falling objects, and such other causes as are normally included under policies of homeowner's insurance in the State of New Hampshire.
- b. Upon the occurrence of any event causing damage to the exterior or structure of a Dwelling, whether or not covered by insurance, the owner thereof shall without delay cause the said Dwelling to be restored to its former state.

#### SECTION 20.

Intentionally omitted.

#### SECTION 21. Non-residential Use Prohibited

No structures other than a Dwelling and appurtenant buildings shall be constructed, placed or permitted upon any land in River Ridge. No Owner shall use their Lot for any purpose other than residential. Notwithstanding the foregoing sentence, home occupations shall be permitted to the extent of local ordinances. This section shall not be construed to prevent any Owner from renting or leasing their Dwelling for residential purposes. However, the renting or leasing of a Dwelling to more than two unrelated parties is prohibited.

#### SECTION 22. Nuisances Prohibited

No person shall make any use of any portion of River Ridge which constitutes a nuisance or annoyance to other Owners, which constitutes a fire hazard, which may result in the cancellation of any insurance on any part of River Ridge, or which is a violation of any law, ordinance or governmental regulation. No use shall be made of any part of River Ridge which may increase the premiums on insurance covering any portion of River Ridge without the approval of the Association in writing.

#### SECTION 23. Signs and Outside Storage

Other than Declarant's signs and signs located on the Common Land approved by the Association, no signs shall be permitted in River Ridge except that each Owner may maintain a name and address sign not exceeding one square foot in size and a sign advertising that a Lot or Improved Lot is being offered for sale subject to the restriction that any such "For Sale" sign shall be subject to such rules and regulations with respect thereto as may have been adopted by the Association. No garbage, trash, equipment, clothing, snow machines or other personal property of a similar nature which could reasonably be sheltered, fenced and/or enclosed shall be maintained, kept, stored, placed or left where it may be seen or observed by the general public or another Owner.

#### SECTION 24.

Intentionally omitted.

#### SECTION 25. Pets and Livestock

No livestock shall be kept or permitted in River Ridge. However, birds, fish and animals of the type usually considered as pets may be kept inside or outside a Dwelling with the tacit permission of the Association. Such permission may be withdrawn by the Association in the event complaint is made by other Owners.

#### SECTION 26. Overhead Lines Prohibited

All electrical and telephone service lines shall be placed underground and no outside electrical lines shall be placed overhead unless written permission to do so is obtained by the Association.

#### SECTION 27. Declarant May Continue Construction and Sales

Notwithstanding any other provision of this Declaration, the Declarant reserves to itself, its heirs, successors and assigns, the unrestricted right to make such use of River Ridge as is necessary and convenient to it to construct Dwellings, and to market and sell the same, except that such reservation shall not extend to any Lot which is not owned by the Declarant.

#### SECTION 28. Waiver

No provision of this Declaration, of the By-Laws and/or of any rule or regulation of the Association shall be deemed to have been waived unless it is in writing and signed by the Declarant or Association as the case requires. No such waiver in a particular instance shall be deemed a waiver thereof in any other instance.

Failure of the Declarant or the Association to perform any duty, exercise any right or do any act required, permitted or authorized by this Declaration in any instance, shall not be deemed a waiver thereof in any other instance.

Acceptance of any fee or assessment shall not be deemed a waiver or a violation by the Owner making such payment, even if the existence of said violation is known to the Declarant or the Association.

#### SECTION 29. Amendment

Except as otherwise provided herein, this Declaration may be amended by two-thirds of the total votes of all Members of the Association, provided however, that so long as the Declarant has the right to appoint all the members of the Board of said Association, no amendment can be made without the written consent of the Declarant. Nothing in this Section shall be construed as affecting any matter over which the Town has authority.

#### SECTION 30. Termination

The concept and plan imposed by this Declaration and this instrument itself shall cease, terminate and end December 31, 2026 \*Changed from 2025, Approved at 3-16-24 meeting, unless prior to that date the Association, by a vote of fifty percent (50%) of the total voting power thereof, shall vote to continue the concept and plan of this Declaration, which vote shall specify the date to which such continuation shall end, and a copy of which vote attested by the Secretary of the Association, shall be recorded in the Grafton County Registry of Deeds.

***DESCRIPTION***

***FOR***

**River Ridge**

A certain tract of parcel of land depicted on a plan entitled "River Ridge, a subdivision, off Highland Street, Plymouth, N.H., owned by Hilco, Inc." surveyed February, 1991 by French Land Services, approved by the Plymouth Planning Board and recorded in the Grafton County Registry of Deeds as Plan No. \_\_\_\_\_

Meaning and intending to describe all land within the perimeter of said survey, consisting of 29 acres, more or less.

Said premises are also identified on the Plymouth Tax Map as Parcel 7-2-3.

Reference is made to a warranty deed from Anthony Cail to Trend Resource Enterprises North, Ltd. Dated January 15, 1987, and recorded in the Grafton County Registry of Deeds, Book 1649, Page 1.