

Wonalancet Preservation Association  
Conservation Covenant Agreement

Grantor(s): \_\_\_\_\_  
\_\_\_\_\_

Grantor(s) : \_\_\_\_\_

\_\_\_\_\_

Property: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_

Carroll County, New Hampshire

(Recorded at Carroll County Registry of Deeds in Book \_\_\_\_\_  
Page \_\_\_\_\_)

Grantee: Wonalancet Preservation Association

Wonalancet, New Hampshire 03897

This agreement is a non-contractual transfer under RSA 78-B.

# **Wonalancet Preservation Association**

## Conservation Covenant Agreement

### **PREAMBLE**

The Wonalancet Preservation Association is an organization dedicated to preserving and enhancing the natural environs of the Wonalancet area. The natural environs include the physical features, geological and geographical; the biological features, including plant and animal life with their diversities; and the people in the context of nature. The goal of the Association and these covenants is to maintain Wonalancet as a physically beautiful, rural location, so that both the residents and the public may continue to benefit from and enjoy the unspoiled character of the area. To do so requires, above all, special commitment to ensure that human activities and habitation do not diminish the assets of the area. The undersigned, with their neighbors, in a spirit of cooperation and common interests, are voluntarily imposing restrictions on our properties, in order to achieve our common goal of preserving the unusual and outstanding area, Wonalancet.

## COVENANT PROPER

In consideration of the agreements of signatories of other Conservation Covenant Agreements in the Wonalancet Basin, the undersigned, owners of property in Wonalancet, do hereby covenant and agree with the WONALANCET PRESERVATION ASSOCIATION, a voluntary New Hampshire Corporation with a principal place of business in Wonalancet, in Tamworth, County of Carroll, and State of New Hampshire, that the property owned by the undersigned, more particularly described below, shall be held by the undersigned and by the undersigned's heirs, executors, administrators, and assigns and will be maintained, managed, and cared for according to the terms of this covenant. The Wonalancet Preservation Association covenants with the above-noted property owners to ensure, to the limits of its resources, that the covenants entered into between the Association and landowners in the Wonalancet Basin are adhered to, for the benefit of all to whom Wonalancet is valuable: the landowners (including covenanting property owners), the Association and its members, and the general public. The premises shall be subject to the following covenants and restrictions:

1. USES: The property or any subdivision thereof shall be used only for the following purposes:

- a. Timber harvesting, managed for sustained yield and conforming to good forest management practice;
- b. Residential purposes;
- c. Farming and agricultural purposes;
- d. Wild land/open space;
- e. Trails for non-motorized recreational use (with the exception of snow machines under conditions of adequate snow cover).

The following kinds of commercial uses shall be permitted as an accessory use to a residence, within a dwelling unit or in a structure which is an accessory building to a residence on the property:

- f. Home industry (such as woodworking, painting, pottery, weaving, and handcrafts);
- g. Home-based enterprises (including, for example, sales of such articles as antiques and collectibles or agricultural and home industry products);
- h. Offices used by the resident;
- I. Bed and breakfast, or country inn, with or without a dining room, provided, however, that the minimum lot size as hereinafter defined shall be increased by one (1) acre for each room made available to the public in excess of five (5) rooms, subject to a maximum of fifteen (15) rooms available for public use;

j. Customary accessory uses for recreational trails.

Use of the property for any of the above-mentioned accessory functions is conditional on the use's being compatible with the goals of the covenants.

2. LOT SIZE: The property shall not be subdivided into individual lots smaller than five (5) acres. Responsibly designed lot configurations that provide for the best use of the land, retain the restriction of only one dwelling unit per five acres, and do not detract from the intent and purposes of these covenants may be approved according to the procedures of section 16.

3. FRONTAGE: Any subdivided lot shall have frontage of at least four-hundred-fifty (450) feet on any street or road, which shall be defined as (1) any street or road defined and named as such and maintained by the State of New Hampshire or by any of the Towns of Tamworth, Sandwich, or Albany, and existing as of January 1, 2002; or (2) any right-of-way serving more than two (2) lots; or (3) any right-of-way located within an easement measuring fifty (50) feet or greater in width.

4. DENSITY: Each five acres shall contain only one dwelling unit with customary accessory buildings.

5. STREET SETBACK: All buildings occupying a surface area greater than four hundred (400) square feet and all dwelling units, regardless of size, shall be set back at least seventy-five (75) feet from any street or road, as defined in section 3 above.

6. BOUNDARY SETBACK: All buildings occupying a surface area greater than four hundred (400) square feet and all dwelling units, regardless of size, shall be situated at least seventy-five (75) feet distant from all property boundaries or permanent streams.

7. TIME LIMITS: All buildings on said property shall be completely finished on the exterior within two years from the start of construction. Any building damaged by fire or other casualty shall be rebuilt or demolished within two years.

8. MOBILE HOMES: Any mobile home on said property used for a permanent residence and not used for touring or travel shall be set on a permanent and completely enclosed masonry foundation, shall have a pitched roof, and shall conform to sections 5 and 6. No mobile home shall be placed on said property without the permission of the Board of Directors of the Wonalancet Preservation Association and, in such case, such mobile home shall be so placed and screened as not to be visible from public

highways and adjoining properties. No vehicle not originally designed for living purposes shall be used for such purposes on said property.

No mobile home used for touring or travel may be occupied on said property, except as a special exception granted by the Board of Directors of the Wonalancet Preservation Association, for a period not to exceed thirty days and upon a finding that such use will not be detrimental to or injurious to the neighborhood.

9. SIGNS: Billboards or signs shall not be erected on the property, except that signs incidental to residential use of the property, or to a permitted accessory use as described in Paragraph 1, shall be permitted, provided, however, that no sign shall occupy a surface area of greater than six (6) square feet. No sign shall be illuminated from within nor be permitted to show movement. External illumination shall not be excessive. No property shall have more than one such sign. 10. PARKING AREAS: Any parking area associated with a professional office, country inn, bed and breakfast, home industry, trail maintenance or access provision, or sales location, etc., as defined above, shall be visually screened from any road or abutting property by vegetative screening, such as a hedge. This provision does not apply to parking areas used only by residents of the dwelling unit on a property.

11. JUNK AND REFUSE: Permanently inoperable motor vehicles, as well as junk, refuse, and waste materials, shall not be kept within view of any abutting properties or any public way.

12. DWELLING UNIT: "Dwelling unit" shall mean any permanent structure intended for single-family occupancy, and containing sleeping accommodations, with food preparation and sanitary facilities. Within such a structure a single occupancy apartment that is maintained separately from a main dwelling unit but which contains sleeping accommodations with food preparation and sanitary facilities, when used by members of the family that occupies the main dwelling unit is excepted from this definition. (An example of such an apartment would be a "mother-in-law apartment" subsidiary to the main dwelling unit in a house.)

13. RESIDENTIAL PURPOSE: The terms, "residential purpose," "residence," or "residential use," shall mean that a portion of the property is used as a single-family residence.

14. WONALANCET PRESERVATION ASSOCIATION: This organization is a New Hampshire Voluntary Association created pursuant to New Hampshire RSA 292.

15. EXCEPTIONS: Any deviation from the above-listed restrictions that was in existence as of January 1, 2002, is exempted from any restriction above that might otherwise apply to such deviations.

16. WAIVER: Permission for a landowner to deviate from any portion of the covenants and restrictions set forth herein may be granted by the Board of Directors of the Wonalancet Preservation Association, according to the procedures defined below.

There are two possible kinds of deviations that may lead to waivers by the Board of Directors. The first is a minor waiver, the granting of which would not significantly affect the intent and purposes of these covenants. The second is a major waiver, one that constitutes a deviation having a significant impact on the Wonalancet Basin and/or the covenanted properties.

Upon receiving a written request which states the specific details of the requested waiver, the Board will circulate the request by certified mail to all covenanted landowners, soliciting comments within a reasonable time. After receiving this input, the Board will determine, by a majority vote of a quorum of its membership, if the request is for a minor or major waiver. The granting of a minor waiver would also be decided by a majority vote of a quorum of the Board.

If the Board determines that the request is for a major waiver, the Board will notify by certified mail all covenanted landowners and all other members of the Association of the time and place for a hearing on the request. A favorable vote of two-thirds of the Board is necessary for the granting of a major waiver.

Upon a request by three or more covenanted property owners to appeal any of the Board's waiver decisions, the Board will hold a well-noticed hearing of all covenanted landowners and all other members of the Association to discuss the appeal. Notice will be provided by certified mail. A final determination to override the Board's decision shall be made by a vote of at least two-thirds of the covenanted landowners. The voting procedure will be determined by the Board, subject to the voting principles established in the bylaws.

Mailing, copying, and/or other costs involved in a variance request will be borne by the party requesting the waiver.

In case of a minor waiver, a decision must be reached within two months of receipt of the petition; in case of a major waiver, a decision must be made within four months.

17. ENFORCEMENT: The Board of Directors of the Wonalancet

Preservation Association and/or its successors and assigns, and/or covenanted members of the Association, shall have the authority and responsibility for enforcing these covenants and restrictions.

If a landowner has begun to effect changes in his property that do not conform to the terms of the covenant, the Board will take whatever action is necessary to ensure that a proper waiver is obtained or that the non-conforming changes are reversed and the property is brought back into conformance with the covenant's terms.

Enforcement of these covenants and restrictions shall be by any proceeding at law or at equity against any person or persons violating any covenant or restriction. Failure to enforce any provision hereof shall in no event constitute a waiver of the right to do so thereafter. If any one of these covenants or restrictions shall be held invalid or unenforceable, in whole or in part, the remaining restrictions and covenants shall remain in full force and effect.

In any proceeding for the enforcement of these covenants and restrictions, the prevailing party shall be entitled to recover its costs and attorney's fees.

18. EFFECTIVE DATE: This covenant shall take effect in relation to the property described below on January 1, 2002, or as soon afterward as this covenant is executed.

19. DURATION: This covenant expires on December 31, 2031, unless the landowner and the Association agree that the covenant will be in force for a longer period of time, as indicated below with separate signatures.

20. BOARD DECISIONS REGARDING WAIVER REQUESTS: Whenever a landowner petitions the Board for a deviation from this covenant, either a major or minor waiver, the Board will make its decision reasonably, in the spirit of the Bylaws of the Association and of this covenant.



DESCRIPTION OF PROPERTY

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Recorded in Carroll County Registry of Deeds, Book \_\_\_\_\_,  
Page \_\_\_\_\_, on \_\_\_\_\_  
Date

Exceptions to the provisions of this covenant existing on the  
above property as of the time of signing this covenant:

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\_\_\_\_\_  
Wonalancet Preservation Association,  
by Douglas S. McVicar, President  
(as authorized by the Board of Directors)



