



**DECLARATION OF PROTECTIVE COVENANTS
FOR
WINNI FARMS SUBDIVISION
GILFORD, BELKNAP COUNTY, NEW HAMPSHIRE**

This Declaration of Protective Covenants (this "Declaration") is made this 9 day of February, 2026 by Chinburg Development, LLC, a New Hampshire limited liability company, with an address of 3 Penstock Way, Newmarket, New Hampshire 03857 (hereinafter called the "Developer"), being the owner of real property located in the Town of Gilford, Belknap County, New Hampshire, shown as Lots 1-8 (collectively the "Property, individually a "Lot" or the "Lots") as shown on the plan entitled "Subdivision Plan, Tax Map 215, Lot 012, 25 Sanborn Road, Gilford, New Hampshire 03249" dated March 19, 24 and recorded in the Belknap County Registry of Deeds as Plan L90-13 and L90-14 (the "Plan"), does hereby make the following declarations as to limitations, restrictions, and uses imposed upon the Property, which declarations shall constitute covenants running with the land, as provided by law, and these covenants shall be binding on all future owners of any portion of the Property.

1. **PURPOSE.** The purpose of these covenants is to limit the use of the Property to single family residential purposes only, to preserve, insofar as is practicable, the natural beauty of the Property, to prevent nuisances; and to provide for quality improvements on each lot and thereby enhance the value of investments made by purchasers of the lots.
2. **DESIGN AND BUILDING PLAN APPROVAL.** For so long as the Developer owns any lot subject to these covenants (including any lot hereafter subjected to these covenants) no building shall be built or altered upon any lot unless plans showing the building (or alterations), and the proposed location thereof upon the lot, have been approved by the Developer. The plans submitted must include a site plan and elevations showing exterior design of all sides of the building. Written approval shall not be unreasonably withheld, and approval or denial shall be rendered in writing within thirty (30) days of the date that complete plans are submitted to the Developer. Construction shall be completed within twelve (12) months after commencement.
3. **BUILDING TYPE AND USES.** No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family house with not less than less than (i)

1600 minimum of square feet of finished living area if a one (i) story home and (ii) 2000 square feet of finished living area if a two (2) story home. All dwellings must have at least a two or three car garage attached or under the dwelling and may have, in addition, a detached garage. No temporary structures, metal buildings or manufactured homes are permitted. No building or lot shall be used for any use other than single-family residential use. An "in-law" apartment is permissible if allowed by zoning.

4. EXTERIOR SURFACE COLORS. All structures shall have exterior wall surfaces covered with brick or stone veneer, approved stucco application, or cedar or vinyl clapboards or shingles or a combination of any of the aforesaid. All dwellings shall be constructed on poured concrete foundations. All fireplaces and chimneys visible from the exterior of the dwelling shall be constructed of brick, stone, or approved stucco application. (This does not preclude direct vent gas fireplaces.)

5. FOUNDATION ELEVATIONS. A maximum of twenty-four (24) inches of foundation may be exposed above the finished landscape grade.

6. BUILDING AND SITE MAINTENANCE. During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked on site or placed within the incomplete structure. Stockpiling of materials on site or placed within incomplete structure. Stockpiling of material and parking of construction vehicles and equipment when not in use shall be no closer than 50 feet from the roadway. Construction debris shall be kept in a dumpster, and the Declarant shall have the right to impose additional reasonable controls on construction. Any disturbance to the land area within the right-of-way shall be repaired to include grading, loam, and seed, and replacement of any shrubs or plantings which have been damaged or destroyed including pavement repairs.

7. TIME FOR CONSTRUCTION. The construction of any building shall be completed within twelve (12) months from the time construction is begun. Completion is to include, but not be limited to, exterior finishing, landscaping, paving and painting.

8. LANDSCAPING. Lots shall be suitably landscaped in reasonable conformity with the other lots in the development and such landscaping shall be completed within six (6) months after completion of the home. For so long as the Developer owns any lot subject to these covenants (including any lot hereafter subjected to these covenants) no fencing shall be erected upon any lot unless approved in writing by the Developer which approval or disapproval shall be at the Developer's sole and exclusive discretion.

9. TREE REMOVAL. No healthy living tree with a diameter in excess of four (4) inches shall be cut at any time within ten (10) feet of any property line including the lot frontage on the roadway, without the express approval of the Declarant. The lot plan required to be submitted under this Declaration shall indicate the area within which the lot owner desires to cut trees. Any tree that is cut shall be cut up into logs and the logs shall be stacked neatly. Any stumps or slash shall be buried or removed from the lot. If buried, the location shall be approved by the Declarant so long as it owns a lot in the Subdivision.

10. LOT GRADING. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining lots or the subdivision streets or rights-of-way, if any, or into the drainage system as designed as shown on the subdivision plan.
11. SUBDIVISION. No lot shall be further subdivided. Lot line adjustments, which do not create an additional lot, are permitted.
12. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which is an annoyance or nuisance to the other lots. Garbage, trash and other refuse shall be removed by Lot Owners at regular intervals, and no dumping or burning of garbage, trash or other refuse shall be done on the lots and all containers for such garbage, trash and other refuse shall be kept undercover, hidden from view, except for a reasonable time before removal.
13. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except typical household pets (such as dogs and cats and other animals which commonly reside inside a house).
14. VEHICLES. Unregistered motor vehicles and motor vehicles under repair shall be stored in a garage. No all-terrain vehicles, off road vehicles or snowmobiles shall be used on the Property nor shall any such vehicles nor any commercial vehicles, commercial boats, motor homes, campers, trailers, powered or non-powered, be outside of a dwelling or garage permanently for more than five (5) days, unless otherwise approved by the Declarant or Board of Directors. Pleasure boats shall be allowed to be stored adjacent in the side or rear yards of a lot. Unregistered or uninspected automobiles or automobiles being repaired or refurbished shall be stored in a garage.
15. ANTENNAS. Antennas or satellite dishes with diameters larger than 24 inches shall be prohibited, unless approved by the Declarant or Association in accordance with Section 207 of the Telecommunications Act of 1996, which prohibits restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite service ("DBS"), multichannel multipoint distribution service ("MMDS" or "wireless cable") or television broadcast signals
16. STRUCTURE OR SHEDS. Structures such as storage sheds and detached garages shall only be permitted in the rear yard area as defined by the Zoning Ordinance of the Town of Gilford and only structures permitted under the Zoning Ordinance of the Town of Gilford shall be allowed on a Lot. No structures other than the main dwelling shall be used for residential purposes either temporarily or permanently but this shall not be construed to prohibit an accessory dwelling unit whether attached or detached as permitted by the Town of Gilford.
17. FENCES shall be permitted in the rear yard area as defined by the Zoning Ordinance of the Town of Gilford with the prior approval of the Declarant or the Board of Directors for the Homeowners Association. No fence may exceed six (6') feet in height.

18. **SIGNS.** No sign shall be displayed for the public view on any Lot except one sign of not more than 6" in height and 24" in length denoting the Lot Owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Developer at the entrance or within the Subdivision.

19. **RESTRICTED USES.** The following are allowed only if located to the rear of a lot and not readily visible from the road: clotheslines; in ground swimming pools; racquet sport courts; antennae; and recreational storage. Above ground swimming pools, above ground fuel tanks, and window air conditioning units are strictly prohibited. unless approved by the Declarant. No trapping or hunting is allowed on a Lot or within the subdivision. No open fires shall be permitted in accordance with the Town ordinance.

20. **RENTALS.** Rentals shall be allowed so long as the term of the rental is a minimum of one year (12 months). Owners shall be responsible for the tenants of their property and ensuring that tenants act in accordance with the provisions of the Declaration and Protective Covenants of the Winni Farms development.

21. **MAINTENANCE AND REPAIR.** Each homeowner shall maintain all structures and yard areas in a good state of preservation and cleanliness. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain. No structure shall be allowed to exist in a state of disrepair, and disrepair or damage to any structure due to any cause shall be repaired to its original condition or similar thereto within three (3) months.

22. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plan and have or will be granted to the Homeowners Association. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained by the owner of the lot, except for those improvements, which a public authority or public or private utility company is responsible for.

23. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction. The Developer and any lot owner shall have the right, but not the obligation, to enforce these covenants. Any person violating these covenants shall be assessed costs and attorney's fees in any enforcement proceeding.

24. **SEPARABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. **NOTICE OF COVENANTS.** This Declaration shall be recorded in the Belknap County Registry of Deeds.

26. DURATION OF COVENANTS. These covenants shall be binding for a period of twenty-five (25) years from the date this instrument is recorded in the Belknap County Registry of Deeds. Thereafter, they shall be automatically extended without any documentation or any action of any person, for successive periods of ten (10) years each, unless terminated at the end of any such ten (10) year period by the affirmative vote or written election of owners representing not less than a majority of the lots subject to these covenants evidenced by an instrument reciting said election and recorded in the Belknap County Registry of Deeds and signed by the owners so electing.

27. AMENDMENT AND TERMINATION OF COVENANTS. These covenants may be amended or terminated by the affirmative vote or written consent of the owners of not less than sixty-seven (67%) percent of the lots subject to these covenants, provided that, if the Developer owns any lot, the Developer must consent in writing to the amendment or termination. Said amendment or termination shall be effective upon the filing in Belknap County Registry of Deeds of an instrument reciting said amendment or termination and signed by the owners of not less than sixty-seven (67%) percent of the lots subject to these covenants (and the Declarant if the Declarant then owns a lot).

[Signature of Declarant is on the next page.]

Executed the day and year first above-written.

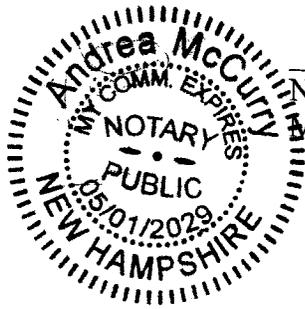
Declarant:
Chinburg Development, LLC



Eric L. Chinburg, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The instrument was acknowledged before me on February 9 2026, by Eric J. Chinburg,
Manager of Chinburg Development, LLC, for the purposes herein contained.





Notary Public/Justice of the Peace
My commission Expires: 05-01-2029