

GENERAL PROVISIONS:

In consideration of the delivery and acceptance of this deed, the parties covenant and agree that all provisions herein shall be binding upon the respective heirs, successors and assigns of the parties, and that, where applicable, the singular shall be construed to include the plural, and the masculine to include the feminine and/or neuter.

TITLE REFERENCES:

The Forty-nine (49) numbered lots in Windsock Village shown on said plan, of which the land and rights hereby conveyed are a part, are located in Ossipee, Carroll County, New Hampshire and are a part of the property conveyed by Richard Hobbs, et al, to Recreational Development Co., Inc. by deed dated December 7, 1976, recorded in Carroll County Registry of Deeds January 5, 1977, Book 648, Page 468.

COMMON RIGHTS INCLUDED:

A. This conveyance includes a common right of way for all purposes of travel over and along all of the roadways as now laid out in said Windsock Village, and as shown on said plan.

B. It is understood that the ownership of each numbered lot shown on said plan extends to the center line of the roadway(s) abutting said lot; subject, however, to the reservation of common easements over said roadway(s) as below set forth.

C. The initial conveyance of the twelve even-numbered lots, #2 to #24, inclusive, shall be deemed to include a one-twelfth interest in common and undivided in and to the title in fee simple to the parcel of land marked "Airstrip" on said plan, being a parcel measuring about 225 feet by 2835 feet; such title to be subject to the provisions hereafter set forth. The owners of said twelve lots shall have the common right to use said airstrip for aviation purposes. In addition, the Grantor may, by express grant, convey to the buyer or owner of any other lot in Windsock Village such common aviation rights, in which case such other lot shall thereafter perpetually be subject to all restrictions expressly applicable to lots adjoining said airstrip.

EXCEPTIONS AND RESERVATIONS:

Excepting and reserving to the Grantor, as appurtenant to all parts of the land conveyed to it by the deed abovementioned, the following easements:

A. The right to install and maintain utility pole lines and sub-surface water pipelines and/or sub-surface sewerage lines within the limits of all roadways now or hereafter laid out in said Windsock Village, but only in such manner as not to interfere with traffic thereover.

B. A common right of way for all purposes over and along all roadways now or hereafter laid out in said Windsock Village; including a fifty foot roadway as shown, but not constructed as such, across the northerly end of the airstrip on said plan.

C. The right to install and maintain utility poles over and across the land herein conveyed, together with fixtures and wires connected thereto, and also the right to attach wires and appliances for guying to said poles where necessary, and also the right to enter upon said land for the purpose of trimming and cutting such tree or trees as may from time to time in the judgment of said Grantor, its successors and assigns, interfere with or endanger said utility lines and their operation. The location of said utility lines shall be determined by the public utility furnishing service thereover, and shall not unreasonably interfere with Grantee's use of said land.

D. The right to designate one or more convenient areas on the airstrip for the parking of aircraft owned by the owners of lots with aviation rights which do not adjoin the airstrip; and for the parking of aircraft of guests of the owners of lots with aviation rights.

RESTRICTIONS:

The parties agree that until twenty years from July 1, 1977 each of the lots herein conveyed shall be subject to the following restrictions covering its use, which shall be construed as real covenants running with the land, enforceable as in equity by any owner of any lot in Windsock Village. Within the final year of said 20 year period, a majority of the members of the lot owners' organization mentioned below may extend said restriction for an additional 20 year term, such extension to be extended by certificate of such action recorded in Carroll County Registry of Deeds; and successive 20 year extensions may be voted during the final year of any subsequent extension term.

1. Maintenance of Roads & Community Area(s): The owner of said lot shall annually contribute his fair proportionate share of the expense of maintaining, improving and plowing the common roadways within Windsock Village and of maintaining and improving any community areas within Windsock Village, as shown on said plan or hereafter designated. Such payment shall initially be made to the Grantor, which will supervise such operations. At any time after lots in the development have been sold by the Grantor, but in any event on sale of the final lot, the Grantor may relinquish its rights and obligations hereunder to an organization then to be formed by all lot owners within the development; such relinquishment to be accomplished by an instrument of the Grantor recorded in Carroll County Registry of Deeds, with copies of the same mailed to the last known address of each lot owner. Every lot owner, by the acceptance of this deed, agrees to be and remain a supporting member of such organization of lot owners. Grantor reserves the right to convey all or any portion of said ways to the town of Ossipee as public roadways. While Grantor retains its obligations hereunder, the annual contribution is hereby fixed at \$75.00 per lot, payable on or before July 1 of each year. While an owner owns more than one lot, he shall be liable for only as many annual contributions per year as the number of principal residential buildings substantially completed on his lots as of June 1 of such year; not, however, to be less than one annual contribution, even if he has no such buildings.
2. Special Obligations Applicable To Lots With Aviation Rights: The owners of all lots with common aviation rights shall constitute a separate organization, with every such owner to have one vote for each such lot owned. This aviation organization shall adopt programs and reasonable regulations for the maintenance, improvement, use and governance of the airstrip. Said organization shall impose on its members an annual, and such special, assessments as may be found necessary to operate, maintain and/or improve said airstrip. While the Grantor owns a majority of the lots adjoining said airstrip, the assessment for each year is hereby fixed at \$100 per lot with common aviation rights. The annual aviation assessment shall be due and payable on or before November 1 each year. The owner of any lot with aviation rights shall not keep more than two aircraft at the airstrip for each such lot owned. In addition to other enforcement provisions herein, the owner of a lot with aviation rights may be prohibited from using said airstrip during any periods while such owner fails to comply with the provisions of this paragraph or with regulations established thereunder.
3. Permitted Uses: Neither the property hereby conveyed, nor any part of it, shall ever be used for any commercial purpose whatsoever, but shall be used solely for private residential purposes. This restriction shall not be construed to prevent rental of any dwelling on said dwelling lot for private residential purposes; nor to prevent the practice of professions, craft work, artistic endeavors, or other similar non-objectionable commercial activities to be conducted from within a private residence; nor to prevent the owner of a lot with aviation rights from using his aircraft for commercial travel for himself, his guests or associates. In order that one area may be available to provide commercial aviation services, and other commercial services useful to a residential neighborhood, lot numbered twenty-four (24)

is hereby exempted from this restriction against commercial uses and from the limitation of any lot to not over two aircraft. Said lot #24 may be utilized for any commercial purposes regularly or conveniently associated with the operation of any airport and/or of a neighborhood nature regularly or conveniently associated with a residential community.

4. One Dwelling Only: No more than a one-family type residential building shall be maintained at any one time on any one lot. This restriction shall not, however, prevent the erection of such auxiliary structures, such as a garage, hangar, storage building, and the like, which shall conform in appearance to the principal residential building; nor shall it prevent the erection of one or more commercial buildings on lot #24.

5. Set-back Restrictions: No building, save for one pumphouse not over five feet in height, shall ever be erected on any lot within thirty (30) feet of any exterior sideline; meaning the right-of-way line, where a lot abuts a roadway; provided, however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior sidelines of the entire group of adjacent lots held by the same owner.

.. Building Requirements: All structures erected on any dwelling lot shall be promptly and expeditiously completed as to their exteriors, including the finish painting and/or staining within twelve months after construction is commenced. All structures shall be finished in neatly applied clapboards, shingles, log or board and batten siding, or in equal quality of exterior finish, with the following types of exterior siding expressly prohibited; namely, tar paper, tar shingles, other types of tarred siding, and slabs. All space between the ground and the first floor shall be closed in and finished on its exterior in a manner harmonious with the other exterior surfaces of the building.

7. House Trailers, Tents: No camping tents, camping trailers, mobile homes or other structures of a temporary character shall be maintained in open view on the premises at any time.

8. Preservation of Exterior Aspect: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No loam, sand or gravel, except that resulting from landscaping or from construction permitted under these restrictions, shall be removed for sale or otherwise, from any lot. No unregistered or "junk" vehicles of any kind, or parts thereof, are to be kept or stored on the premises, excepting such machines and/or equipment necessary for the normal or routine maintenance of the premises. No animals or fowl shall be kept on the premises except household pets regularly kept within the residence. Every residential building shall be adequately landscaped with sufficient lawn, and reasonable shrubbery, trees and/or floral provisions to present an attractive appearance.

9. General: These restrictions are intended to create a pleasant and harmonious residential community of Windsock Village. The Grantor reserves for itself and its successors and assigns, as developers of Windsock Village, the right to make reasonable modifications and/or additions to these restrictions in their initial separate conveyance of any other lot(s) from Windsock Village. Any such modifications and/or additions shall apply only to the particular lot(s) actually conveyed with modified or additional restrictions, and Grantor covenants that no modification or additions shall be made which would in any substantial way change the intended character of the community.

10. Enforcement: These restrictions may be enforced by the Grantor, and, after their creation, by the two organizations referred to above, one of all owners, and the other of the owners of lots with aviation rights. Minor violations may be waived, but no such waiver shall prevent future specific enforcement. Any party successfully enforcing any restrictions, including the collection of any assessment, shall be entitled to collect all reasonable costs of enforcement, including reasonable attorney's fees.

GENERAL PROVISIONS:

In consideration of the delivery and acceptance of this deed, the parties covenant and agree that all provisions herein shall be binding upon the respective heirs, successors and assigns of the parties, and that, where applicable, the singular shall be construed to include the plural, and the masculine to include the feminine and/or neuter. Windsock Village II consists of eighty-nine (89) numbered lots shown on plan of Chester E. Chellman, Registered Land Surveyor, dated February 10, 1978 recorded in Carroll County Records in Plan Book 41, Page 20. Windsock Village II is an addition to, and extension of, Windsock Village as shown on plan dated July 18, 1977, recorded in said records in Plan Book 37, Page 90. All references herein to Windsock Village shall be deemed to mean the entire area shown on both plans, or revisions or subsequent additions thereto, although the restrictions herein are intended to apply only to lots in Windsock Village II to the extent that such restrictions are inconsistent with those previously imposed on the original Windsock Village.

TITLE REFERENCES:

The eighty-nine (89) lots in Windsock Village II shown on said plan, of which the land and rights hereby conveyed are a part, are located in Ossipee, Carroll County, New Hampshire and are a part of the property conveyed by Francis C. Seely to Recreational Development Co., Inc. by deed dated November 7, 1977 recorded in Carroll County Registry of Deeds December 2, 1977, Book 685, Page 486.

COMMON RIGHTS INCLUDED:

A. This conveyance includes a common right of way for all purposes of travel over and along all of the roadways as now laid out in said Windsock Village, and as shown on said plan.

B. It is understood that the ownership of each numbered lot shown on said plan extends to the center line of the roadway(s) abutting said lot; subject, however, to the reservation of common easements over said roadway(s) as below set forth.

C. The initial conveyance of the six even-numbered lots, #10 to #20, inclusive, as shown on said plan of Windsock Village II, shall be deemed to include a one-sixth interest in common and undivided in and to the title in fee simple to the parcel of land marked "Airstrip" on said plan, being a parcel measuring about 225 feet by 1250 feet; such title to be subject to the provisions hereafter set forth. The owners of said six lots shall have the common right to use said airstrip for aviation purposes. (In addition, the Grantor may, by express grant, convey to the buyer or owner of any other lot in Windsock Village, as now or hereafter constituted, such common aviation rights to use said airstrip, in which case such other lot shall thereafter perpetually be subject to all restrictions expressly applicable to lots adjoining said airstrip. Moreover, if the lot with which such common aviation rights are conveyed also adjoins the area on said plan of Windsock Village II designated as "Possible Easement for Taxi-way", then the grant of common aviation rights with such lot shall be deemed to include the right to use said taxi-way easement area for the purposes of taxi-ing aircraft for access to and from the airstrip.

EXCEPTIONS AND RESERVATIONS:

LIBER 715 PAGE 276

Excepting and reserving to the Grantor, as appurtenant to all parts of the land conveyed to it by the deed above mentioned, the following easements:

A. The right to install and maintain utility pole lines and sub-surface electrical lines, water pipelines and/or sewerage lines within the limits of all roadways now or hereafter laid out in said Windsock Village, but only in such manner as not to interfere with traffic thereover.

B. A common right of way for all purposes over and along all roadways now or hereafter laid out in said Windsock Village; including a fifty foot roadway as shown, but not constructed as such, across the northerly end of the airstrip on said plans.

C. The right to install and maintain utility poles and lines over, across and under the land herein conveyed, together with fixtures and wires connected thereto, and also the right to attach wires and appliances for guying to said poles where necessary, and also the right to enter upon said land for the purpose of trimming and cutting such tree or trees as may from time to time in the judgment of said Grantor, its successors and assigns, interfere with or endanger said utility lines and their operation. The location of said utility lines shall be determined by the public utility furnishing service thereover, and shall not unreasonably interfere with Grantor's use of said land.

D. The right to designate one or more convenient areas on the airstrip for the parking of aircraft owned by the owners of lots with aviation rights which do not adjoin the airstrip; and for the parking of aircraft of guests of the owners of lots with aviation rights.

E. The right to clear, grub, improve and use for aircraft taxi-way purposes the area designated "Possible Easement for Taxi-Way" as shown on said plans.

RESTRICTIONS:

The parties agree that until twenty years from July 1, 1977 each of the lots herein conveyed shall be subject to the following restrictions covering its use, which shall be construed as real covenants running with the land, enforceable as in equity by any owner of any lot in Windsock Village. Within the final year of said 20 year period, a majority of the members of the lot owners' organization mentioned below may extend said restriction for an additional 20 year term, such extension to be extended by certificate of such action recorded in Carroll County Registry of Deeds; and successive 20 year extensions may be voted during the final year of any subsequent extension term.

1. Maintenance of Roads & Community Area(s): The owner of said lot shall annually contribute his fair proportionate share of the expense of maintaining, improving and plowing the common roadways within Windsock Village and of maintaining and improving any community areas within Windsock Village, as shown on said plan or hereafter designated. Such payment shall initially be made to the Grantor, which will supervise such operations. At any time after lots in the development have been sold by the Grantor, but in any event on sale of the final lot, the Grantor may relinquish its rights and obligations hereunder to an organization then to be formed by all lot owners within the development; such relinquishment to be accomplished by an instrument of the Grantor recorded in Carroll County Registry of Deeds, with copies of the same mailed to the last known address of each lot owner. Every lot owner, by the acceptance of this deed, agrees to be and remain a supporting member of such organization of lot owners. Grantor reserves the right to convey all or any portion of said ways to the town of Ossipee as public roadways. While Grantor retains its obligations hereunder, the annual contribution is hereby fixed at \$75.00 per lot, payable on or before July 1 of each year. While an owner owns more than one lot, he shall be liable for only as many annual contributions per year as the number of principal residential buildings substantially completed on his lots as of June 1 of such year; not, however, to be less than one annual contribution, even if he has no such buildings.

2. Special Obligations Applicable To Lots With Aviation Rights: The owners of all lots with common aviation rights shall constitute a separate organization, with every such owner to have one vote for each such lot owned. This aviation organization shall adopt programs and reasonable regulations for the maintenance, improvement, use and governance of the airstrip. Said organization shall impose on its members an annual, and such special assessments as may be found necessary to operate, maintain and/or improve said airstrip. So long as the Grantor continues to maintain the airstrip, not having turned over such duties in writing to the aviation organization, the assessment for each year is hereby fixed at \$100 per lot with common aviation rights. The annual aviation assessment shall be due any payable on or before November 1 each year. The owner of any lot with aviation rights shall not base more than two aircraft at the airstrip for each such lot owned. If the same person owns more than one lot with aviation rights, he shall only be required to pay an annual aviation assessment with respect to lots as to which he is using the aircraft basing rights, but any such person shall pay a minimum of one annual aviation assessment. In addition to other enforcement provisions herein, the owner of a lot with aviation rights may be prohibited from using said airstrip during any periods while such owner fails to comply with the provisions of this paragraph or with regulations established thereunder. The annual aviation assessment may include an extra charge designed to cover the expense of maintaining and keeping open taxi-ways shown on said plan and serving lots with which aviation rights have been conveyed. Such extra charge shall be fairly apportioned among, and only made to, the owners of lots with aviation rights which front on such taxi-ways. So long as the Grantor continues to maintain the airstrip and taxi-way, not having turned over such duties in writing to the aviation organization, such extra charge for taxi-way lots shall be limited to \$50.00 per year.

LIBER 715 PAGE 277

3. Permitted Uses: Neither the property hereby conveyed, nor any part of it, shall ever be used for any commercial purpose whatsoever, but shall be used solely for private residential purposes. This restriction shall not be construed to prevent rental of any dwelling on said dwelling lot for private residential purposes; nor to prevent the practice of professions, craft work, artistic endeavors, or other similar non-objectionable commercial activities to be conducted from within a private residence; nor to prevent the owner of a lot with aviation rights from using his aircraft for commercial travel for himself, his guests or associates. In order that one area may be available to provide commercial aviation services, and other commercial services useful to a residential neighborhood, lots numbered Eighty-one (81) Eighty-three (83), and Eighty-five (85) to Eighty-nine (89) inclusive, is hereby exempted from this restriction against commercial uses and from the limitation of any lot to not over two aircraft. Said exempted lots may be utilized for any commercial purposes regularly or conveniently associated with the operation of any airport and/or of a neighborhood nature regularly or conveniently associated with a residential community; and in addition may be developed for condominium or other form of multi-family dwelling uses.

4. One Dwelling Only: No more than a one-family type residential building shall be maintained at any one time on any one lot. This restriction shall not, however, prevent the erection of such auxiliary structures, such as a garage, hangar, storage building, and the like, which shall conform in appearance to the principal residential building; nor shall it apply to the lots exempted in Restriction 3 above.

5. Set-back Restrictions: No building, save for one pumphouse not over five feet in height, shall ever be erected on any lot within thirty (30) feet of any exterior sideline; meaning the right-of-way line, where a lot abuts a roadway; provided, however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior sidelines of the entire group of adjacent lots held by the same owner. No improvement shall be made within any taxi-way area which might interfere with its use for aircraft taxi purposes.

6. Building Requirements: All structures erected on any dwelling lot shall be promptly and expeditiously completed as to their exteriors, including the finish painting and/or staining within twelve months after construction is commenced. All structures shall be finished in neatly applied clapboards, shingles, log or board and batten siding, or in equal quality of exterior finish, with the following types of exterior siding expressly prohibited; namely, tar paper, tar shingles, other types of tarred siding and slabs. All space between the ground and the first floor shall be closed in and finished on its exterior in a manner harmonious with the other exterior surfaces of the building. The plans of any aircraft hangar, showing location, design, materials, and exterior finish, shall be approved before construction, by the Grantor, or by the lot owners' association. Such approval shall not be unreasonably withheld, but this requirement is intended to insure that all such hangars be properly located and constructed of substantial materials, presenting an appearance which is not unattractive.

7. House Trailers, Tents: No camping tents, camping trailers, mobile homes or other structures of a temporary character shall be maintained in open view on the premises at any time. This restriction shall not apply to Lot #83.

8. Preservation of Exterior Aspect: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No loam, sand or gravel, except that resulting from landscaping or from construction permitted under these restrictions, shall be removed for sale or otherwise, from any lot. No unregistered or "junk" vehicles of any kind, or parts thereof, are to be kept or stored on the premises, excepting such machines and/or equipment necessary for the normal or routine maintenance of the premises. No animals or fowl shall be kept on the premises except household pets regularly kept within the residence. Every residential building shall be adequately landscaped with sufficient lawn, and reasonable shrubbery, trees and/or floral provisions to present an attractive appearance. It is the policy of Windsock Village that all substantial trees shall be preserved, so far as consistent with the necessary clearing for buildings, lawns, garden plots, driveways and the like. No exterior signs, including "For Sale" signs, shall be exhibited on any lot except by the Grantor; provided that each lot owner may display a single, neatly lettered sign limited to the name and, if applicable, to the residence.

LIBER 715 PAGE 278

9. General: These restrictions are intended to create a pleasant and harmonious residential community of Windsock Village. The Grantor reserves for itself and its successors and assigns, as developers of Windsock Village, the right to make reasonable modifications and/or additions to these restrictions in their initial separate conveyance of any other lot(s) from Windsock Village. Any such modifications and/or additions shall apply only to the particular lot(s) actually conveyed with modified or additional restrictions, and Grantor covenants that no modification or additions shall be made which would in any substantial way change the intended character of the community.

10. Enforcement: These restrictions may be enforced by the Grantor and, after their creation by the two organizations referred to above, one of all lot owners and the other of the owners of lots with aviation rights. Minor violations may be waived, but no such waiver shall prevent future specific enforcement. Any party successfully enforcing any restrictions, including the collection of any assessment, shall be entitled to collect all reasonable costs of enforcement, including reasonable attorneys fees.

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