

****Please note that the top margin must be three (3) inches and all other margins at least one (1) inch to comply with the Registry of Deeds requirements.****

DECLARATION OF COVENANTS and RESTRICTIONS

(Subject Address)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of this _____ day of _____, _____, by (Owner or Owners) _____, with an address of _____, Manchester, New Hampshire (hereinafter the "Declarant" or "Declarants").

WITNESSETH:

WHEREAS, the Declarant is presently the owner of all the real property located in Manchester, Hillsborough County, State of New Hampshire, with a street address of _____, Tax Map Number _____, Lot Number _____, and more particularly described in a deed recorded in the Hillsborough County Registry of Deeds at Book _____, Page _____ (hereinafter the "Property");

WHEREAS, the Property includes an associated accessory dwelling unit with a street address of _____.

WHEREAS, New Hampshire RSA 674:71, *et seq.*, authorizes municipalities to enact regulations as to the use, occupancy, and ownership of properties with accessory dwelling units;

WHEREAS, the City of Manchester has enacted such regulations through its zoning ordinance and requires certain covenants and restrictions to be enforced for the accessory dwelling unit to remain in compliance with the ordinance;

WHEREAS, the Declarant intends to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property;

NOW, THEREFORE, the Declarant hereby imposes the following restrictions on the Property:

1. The Property shall not be placed into a condominium form of ownership;
2. The Declarant or any subsequent owner of the Property shall maintain their

principal place of residence within either the primary house on the Property or the accessory dwelling unit on the Property; and

3. The primary house on the Property shall only be used as a single-family home, and shall not contain multiple principal dwelling units or be used for non-residential purposes;

All of the covenants and restrictions set forth in this Declaration are imposed upon the Property for the direct benefit thereof. Each grantee or purchaser of the property accepts the same and agrees to be bound by each such covenant and restriction contained herein. Said covenants and restrictions shall run with the land and continue to be in full force and effect, unless otherwise rescinded with the approval of the City of Manchester. Any breach of this Declaration may require revocation of a Certificate of Compliance or Occupancy.

In the event of any clause, subdivision, term, provision or part of the Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid and unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF (*Owner(s), Printed name(s)*) _____
executed this Declaration this ____ day of _____, 202__.

Witness

Owner's Signature

Witness

Owner's Signature

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH, SS

On this the ____ day of _____, 202__, before me, the undersigned officer, personally appeared the above-named (*Owner(s)* _____), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, acknowledged and executed the same for the purposes herein contained and in the capacity herein stated.

By: _____

Justice of the Peace/Notary Public