

## COVENANT FOR SHARED MAINTENANCE OF COMMON ACCESS COUNTRY LANE

The *Subdividers*, \_\_\_\_\_ of Orford, Grafton County, New Hampshire, whose mailing address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ are the owners of, and seek to subdivide, a parcel of land located at Tax Map \_\_\_\_\_, Lot \_\_\_\_\_ in the Town of Orford, Grafton county, New Hampshire being a portion of the premises described in the deed recorded in Book \_\_\_\_, Page \_\_\_\_ of the Grafton county Registry of Deeds and shown on plan entitled \_\_\_\_\_, prepared by \_\_\_\_\_, recorded in the Grafton County Registry of Deeds as Plan number \_\_\_\_\_, and

The \_\_\_\_ proposed lots depicted on said plan as Parcels \_\_\_\_\_ are to be served by a common access "country lane," as that term is defined in the Town of Orford Subdivision Regulations, and as shown on the plan.

It is the intent of the *Subdividers* and the Town of Orford Planning Board, as a condition of the approval of said plan, to assure the continued adequate maintenance of the said common access country lane, after its initial construction by the *Subdividers*;

The *Subdividers* hereby execute the following covenants, which shall run with the land, and shall be binding on the present and future owners of the \_\_\_\_ said lots and their successors in interest:

1. All \_\_\_\_ lots to use the common access country lane shall have the benefit of a permanent easement to utilize the said common access country lane for all legal purposes for which a driveway may be used, on behalf of the owners, family, guests and invitees.
2. As soon as any excavation, construction or erection of any structure begins on one of the lots, the record owner of that lot shall have a duty of maintenance of the common access country lane. As soon as excavation, construction or erection of any structure begins on any subsequent lot or lots, the duty of maintenance of the common access country lane shall fall jointly on all such lot owners based on a proportional formula that takes into account the distance of each of the said lots from the beginning of the common access country lane at \_\_\_\_\_. For purposes of this covenant, "maintenance" means all work necessary to keep the common access country lane safely and comfortably passable at all seasons by motor vehicles, including emergency vehicles of the Town of Orford. Said work includes, but is not limited to snowplowing, application of sand and/or road salt, removal of fallen trees, limbs or other obstructions, pothole repair, surface maintenance, repaving (if paved) or addition of gravel, and maintenance of culverts, ditches, swales or other drainage structures associated with said common access country lane.

3. Unless changed by agreement of all record owners or by order of a court of competent jurisdiction, the proportion of payment for each record owner shall be the length of the right of way from the beginning of the common access country lane \_\_\_\_\_ to the farthest point of the right of way on each record owner's property divided by the sum of all such record land owner lengths.
4. All decisions on maintenance will be decided by majority of landowners. In the event of a tie, the decision will be made by coin toss or other similar random selection process.
5. The said record owners may make any agreement, formal or informal, among themselves for the fulfillment of the maintenance duty set forth above; provided, however, that in the absence of such an agreement, or in the event of breach of such an agreement, another record owner or owners of the Town of Orford may cause such maintenance work to be performed, and shall have a lien upon the responsible owner or owners for the proportion of the reasonable costs of such work. In the event legal action is necessary to recover such proportion, after reasonable demand and failure to pay such proportion of costs, the prevailing party or parties shall be entitled to reasonable cost and attorney's fees incurred.
6. In the event that the common access country lane is accepted as a Class V town road by the Town of Orford, then the above covenants and proportional formula will be null and void.

IN WITNESS, the parties have below set their hands and seal the day and year first above written.

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
GRAFTON COUNTY, SS

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, know to me or satisfactorily proven to be the person whose names are subscribed to the within instrument.

\_\_\_\_\_ My commission expires: \_\_\_\_\_

Notary Public/Justice of Peace