

**Return to:**

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**DECLARATION  
OF  
COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS  
by  
COUNTRY MEADOWS MANUFACTURED HOME COMMUNITY, LLC  
for  
"HIGHLAND RIDGE CLUSTER SUBDIVISION"  
*Tilton, New Hampshire***

THIS DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made as of the \_\_\_\_\_ day of April, 2018, by Country Meadows Manufactured Home Community, LLC, a limited liability company, organized and existing under laws of the State of New Hampshire, with a principal place of business in the Town of New Hampton County of Belknap and State of New Hampshire, with a mailing address of P.O. Box 823, New Hampton, NH 03256 (hereinafter referred to as "**Declarant**").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain premises situate in the Town of Tilton, County of Belknap and State of New Hampshire, more particularly described in the Warranty Deed of Sherryland, Inc. f/k/a Sherryland Park, Inc. to it dated April 4, 2013 and recorded in the Belknap County Registry of Deeds at Volume 2840, Page 88; and

WHEREAS, the Declarant desires to create there from residential communities; and

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WHEREAS, the Declarant desires to preserve the integrity and environmental quality of the communities and enhance and preserve values in said communities by maintaining to the greatest extent possible the natural balance of the environment; and, in furtherance of said objectives, the Declarant desires to subject said premises to the covenants, restrictions, easements, charges and liens hereinafter set forth by creating therefrom Homesites and Common Property; and

WHEREAS, Declarant has incorporated under the laws of the State of New Hampshire, as a non-profit corporation, **Highland Ridge Cluster Subdivision Homeowners' Association**, for the purposes of collecting common assessments and paying for common charges and services provided to the Association, hereinafter defined, and implementing and carrying out the provisions and conditions of the within Declaration and accompanying Bylaws; and

WHEREAS, Declarant has received the approval of the Town of Tilton, New Hampshire, Planning Board for the subdivision of the Property into twenty four (24) homesites and related common property, but the Declarant intends to develop the Property in phases with the initial phase consisting of Homesites 1 through 24, together with Common Property, all as more particularly set forth herein; and

WHEREAS, Declarant intends to complete the development of the Property subject to certain reserved rights on the part of the Declarant, as more particularly set forth herein.

NOW, THEREFORE, the Declarant declares that Homesites 1 through 24, the Common Property, and Residual Development Land, all as depicted or set forth upon a plan entitled, "Highland Ridge Cluster Subdivision for Country Meadows Manufactured Home Community, LLC, Tax Map R-13-Lot 8, School Street, Tilton, NH" prepared by Brown Engineering and recorded in the Belknap County Registry of Deeds at \_\_\_\_\_ and any amendments thereto, (hereinafter the "**Plan**"), is, are and shall be held, transferred, leased, encumbered, conveyed, improved, occupied and used subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which are intended to create mutual and equitable servitudes upon each of said Homesites in favor of each and all other said Homesites; to create reciprocal rights between the respective Owners of said Homesites; to create a privity of contract and estate between the grantees of said Homesites, their heirs, successors and assigns; and shall, as to the Owners of each said Homesite, their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said Homesites and their

respective Owners present and future. It is acknowledged and agreed that the Declarant reserves the right to amend the configuration, number and size of Homesites which may be developed in the future on, from or within the Property. It is understood and agreed that to the extent any such amendment, modification or withdrawal of land requires the approval of the Tilton Planning Board, the same will be obtained.

**SECTION 1. DEFINITIONS.**

The following words when used in this Declaration of Covenants, Restrictions, Reservations and Easements (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) **"Articles"** means the Articles of Association of the Association.

(b) **"Association"** means **Highland Ridge Cluster Subdivision Homeowners' Association** referred to hereinabove.

(c) **"Board of Directors"** means the governing board of the Association consisting of three (3) members of the Association for purposes of this paragraph, spouses of members or, in the event of a corporate, partnership, limited liability company or trust member, a director, officer, trustee, manager, member or partner of a member of the Association shall be deemed to satisfy this requirement.

(d) **"Bylaws"** means the Bylaws of the Association, attached hereto and incorporated herein as ***Exhibit B.***

(e) **"Common Property"** means the area or areas lying outside the boundaries of Homesites as depicted more particularly on the Plan (excepting and excluding driveways located upon individual Homesites) and any and all easements benefitting the Common Property. Without in any way limiting the definition of "Common Property", same shall also include **Open Space**, pipes, pipe lines, conduits, Drainage Structures located upon any Homesite (other than utility, pipelines and/or conduits located on a Homesite which provide electric, telephone, internet, cable television, water and sewer to only that Homesite). Further, "Common Property" shall also include primary roads and secondary private roads and extensions or extrusions therefrom lying within the Common Property, all of which provide access to homesites, as well as septic systems and lines leading thereto that carry effluent from more than one Homesite.

(f) **"Declarant"** means Country Meadows Manufactured Home Community, LLC, a limited liability company, organized and existing under laws of the State of New Hampshire, with a principal place of business in the Town of New Hampton, County of Belknap and State of New Hampshire, with a mailing address of P.O. Box 823, New Hampton, NH 03256.

(g) **"Declaration"** means this Declaration of Covenants, Restrictions, Reservations and Easements, as supplemented and amended from time to time.

(h) **"Drainage Structures"** means all constructed ditches, rip rap, culverts, drop inlets, detention ponds, treatment swales and groundwater/surface water conveyance structures as may be constructed and are as depicted on the final plans as supplied to the Town of New Hampton, New Hampshire by or on behalf of the Declarant.

(i) **"Dwelling"** means a detached building used for residential purposes by a family, its guests and invitees, on a non-commercial basis.

(j) **"Homesite"** means a parcel of land intended for eventual construction, occupancy and use. For avoidance of doubt, Homesites 1 through 24 are depicted upon the Plan. The term "Homesite" shall have the same meaning as a "Cluster Lot" or Lot as that term may be depicted upon or contained within the Plan as same may be amended from time to time.

(k) **"Improvements"** means, but shall not be limited to, all buildings, roads, driveways, drainage structures, parking areas, fences, retaining and other walls, hedges, poles or any other structures of any kind constructed within or affixed to a Homesite or, to the extent allowed hereunder, the Common Property.

(l) **"Open Space"** means the land identified as such on sheet 7 of the Plan, which is to be used in accordance with Section 4 of the within Declaration, but other than such permitted uses, such designation as Open space shall create a conservation restriction which is enforceable in accordance with NH RSA 674:21-a.

(m) **"Owner"** generally means the record owner, whether one or more persons or entities, of the fee simple title to any Homesite but shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

(n) **"Plan"** means the plan entitled, " Highland Ridge Cluster Subdivision for Country Meadows Manufactured Home Community, LLC, Tax Map R-13-Lot 8, School Street, Tilton, NH" prepared by Brown Engineering and recorded in the Belknap County Registry of Deeds and any amendments thereto, (hereinafter the **"Plan"**), recorded in the Belknap County Registry of Deeds at \_\_\_\_\_, together with such other plans and/or amendments thereto as may be subsequently recorded.

(o) **"Property"** means the real property subject to the provisions of this Declaration as depicted on the Plan and as described in ***Exhibit A***, attached hereto and incorporated herein. For purposes of this Declaration, Property shall include, without limitation, Homesites and Common Property.

**SECTION 2. MEMBERSHIP AND VOTING RIGHTS IN HIGHLAND RIDGE CLUSTER SUBDIVISION HOMEOWNERS' ASSOCIATION AND DECLARANT CONTROL.**

(a) **Membership.** The Owners of Homesites 1 through 24 shall each be members of the Association.

(b) **Voting Rights.** Subject to the provisions of the within Declaration regarding Declarant control, Owners shall be entitled to one vote for each Homesite which they own. When more than one person is an Owner of the same Homesite, all such persons shall be members of the Association and the vote for such Homesite shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Homesite. Votes may not be divided but must be cast as a whole.

(c) **Declarant Control.** Notwithstanding the provisions of the within Declaration to allocate voting rights to the Owners, it is specifically understood, acknowledged and agreed that the Declarant shall be entitled to exercise control over the Association for as long as the Declarant shall own any portion of the Property within Highland Ridge Cluster Subdivision. Without limiting the generality of the foregoing, the Declarant shall be entitled to appoint officers, directors, members of committees, and/or take all actions that would normally be taken by the Association, including, without limitation, creating budgets, collecting assessments (regular and special) and, generally, enjoying all powers available under New Hampshire law. It is expressly understood and agreed that at any time, however, the Declarant shall be entitled to turn control of the Association over to the Owners.

**(d) Meetings Occurring During Period of Declarant Control.**

Notwithstanding the fact that the Declarant shall enjoy the right to control the Association as is provided in the within Declaration, nevertheless, the Declarant may, but shall not be required, to convene meetings from time to time to discuss issues of common interest to the Owners and the Declarant. Without limiting the generality of the foregoing, such meetings may involve issues related to assessment and budgetary matters. Such meetings shall be viewed as being advisory in nature and shall not be binding upon the Declarant without the Declarant's express consent. During the period of Declarant control of the Association, the Declarant shall be liable for and shall pay assessments levied against Homesites owned by it.

**SECTION 3. AMENDMENT OF HOMESITES.**

No amendment shall amend the boundaries of a Homesite once conveyed to a third party purchaser without the express written consent of the Owner of such Homesite and any institutional mortgagee. To the extent that any board approval shall be deemed to be necessary prior to any such amendment as is set forth herein, then same shall be obtained, evidence recorded in the Grafton County Registry of Deeds. Otherwise, no limitations will exist with regard to amending the boundaries of any Homesite.

**SECTION 4. PROPERTY RIGHTS IN THE COMMON PROPERTY.**

Every Owner shall have an easement of use and enjoyment, in common with others, in and to those portions of the Common Property which consist of private roadways within Highland Ridge Cluster Subdivision and, further, those portions of the Common Property which consist of open space for use and enjoyment and recreational uses including, without limitation, hiking, picnicking, mountain biking, and cross-country skiing, and low impact non-motorized non commercial uses, subject to such reasonable rules and regulations as the Association may, from time to time, adopt. It is intended that except for the reserved rights of the Declarant, and to the extent reasonably practicable, open spaces shall be left in a natural state and maintained in a state that protects and preserves the existing features and conserves forests, grasslands, and wetlands for the benefit of native plants, species and wildlife. Such easements shall be subject to the following:

**(a)** The right of the Association to suspend the exercise of said easements by any Owner for any period during which such Owner is in violation of

any of the provisions hereof, provided that written notice of such action is sent to such Owner at least thirty (30) days in advance of the commencement of such suspension.

(b) The rights of the Declarant to grant and reserve easements and rights-of-way through, under, over and across the Common Property, for the installation, maintenance and inspection of lines and appurtenances for public or private water and/or sewer, Drainage Structures, and other utilities including, without limitation, electricity, telephone, internet, and cable television service. For avoidance of doubt, there is reserved to the Declarant the right,( but not the obligation), to locate, construct, place, use, repair and replace lines, conduits septic tanks and systems and related apparatus for the purpose of providing service to the Homesites or other premises of the Declarant or its assigns.

(c) Liens and encumbrances of record.

(d) The right of the Declarant to convey the Common Property, or portions of it, to the Association.

**SECTION 5. COVENANT FOR MAINTENANCE ASSESSMENTS OF A COMMON ACCESS ROAD AND COMMON PROPERTY.**

(a) **Creation of the Lien and Personal Obligation of Assessments by Owners of Homesites.** Upon the recording of the within Declaration, the Owner of each of Homesites 1 through 24 shall become liable for assessments to the Association. The Declarant, in the first instance, and each subsequent Owner of any such Homesite by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association annual and special assessments to be fixed and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon the Homesite against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such Homesite at the time when the assessment fell due. The Association may designate an agent to whom payment of assessments shall be made and said agent may be authorized to collect said assessments.

(b) **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the following:

- i. The cost and expenses of management of the Association.
- ii. The cost of maintenance, repair, snow plowing, snow removal of and from the primary roadways or interior roadways, all as may exist or subsequently be created by the Declarant, some of which may be located on premises of the Declarant, but offsite, as well as the maintenance and repair of all portions of the Common Property, which consists of Drainage Structures, pipes, conduits, and septic systems and lines, as described in Section 1 hereinabove.
- iii. The cost of maintenance and repair of water, electrical, telephone, internet, cable television or other conduits, ducts or pipelines, pump stations or apparatus which provide utility service to more than one (1) Homesite unless the costs of same is assumed by the utility provider. The cost of any such maintenance or repair of a duct, pipeline, conduit or apparatus located on a Homesite which supplies utility service to only that (1) Homesite shall not be borne by all Owners as an annual or special assessments. For avoidance of doubt, each Homesite shall have a septic tank located upon it which shall feed into a community septic system. In recognition of the benefits of a properly functioning and maintained community septic system or systems, it is intended that each Homesite septic tank shall be pumped once per year and shall be properly maintained, with the costs of such maintenance and pumping of each such septic tank being paid by the Association and funded as a common expense assessment. In the event that any pumping or maintenance/repair is made necessary by the negligent or intentional act of an Owner, then such Owner shall be liable to reimburse the Association for such costs incurred. The Association shall arrange for all such maintenance and pumping.
- iv. It is understood and agreed that each Owner shall have the obligation to maintain grounds, lawns, shrubbery, trees, flowers, flower beds, etc., located upon each such Homesite. Each Owner, shall also, have the obligation to maintain and plow snow from any driveway located upon his, her or its Homesite, unless specifically otherwise provided for in this Declaration. In the event that such maintenance and repair is not accomplished by such Owner, and



the Association shall deem such non-performance to constitute a nuisance or otherwise detract from the general appearance of the community, then the Association shall provide thirty (30) days written notice to such Owner of such lack of maintenance or repair. In the event that such problem or problems is or are not corrected within such thirty (30) day time period, then the Association shall be entitled, but not obligated, to contract for such services, but the expense thereof shall not be charged or assessed as an annual or special assessment. Rather, the Association or its agent shall be entitled to collect and receive payment for such services from the Owner of each such Homesite so benefitted thereby, together with a reasonable administrative cost penalty of 150%.

- v. The cost of property taxes assessed against the Common Property.
- vi. The costs of maintaining adequate liability insurance coverage covering the Association, the Declarant and the Owners of Homesites 1 through 24, against any injury or loss which may occur on the Common Property. Nothing contained herein shall in any way limit the right of any Owner to obtain liability insurance at his own cost and expense.
- vii. The cost of mowing and maintaining fields, some of which are located upon certain homesites and some of which are located upon the Common Property, it being viewed that the maintenance of such open fields is a benefit to the Property as a whole.
- viii. The costs of water supplied to all Homesites. Some costs are to be borne on a pro-rata basis based on the number of connections serving the Homesites in relation to all connections which are served by water from the common water system which presently serves 24 connections in "Highland Ridge Cluster Subdivision" and 35 connections in "Country Meadows Mobile Home Park". If any Owner uses water unreasonably in the sole opinion of the Declarant, its successors and assigns, then a water meter shall be installed at the expense of such Owner and water charges for water consumed by any such Homesite shall thereafter be based on actual consumption. It is understood and agreed that the "cost

of water" as set forth in this paragraph shall include all costs, not pro-rata costs, of maintenance, repair and replacement associated with those portions of the water distribution system that are located within any portion of Highland Ridge Cluster Subdivision. In addition, "cost of water" shall include reasonable administrative costs associated with billing and clerical, water testing and other soft costs, which shall be borne proportionately as set forth above. The term "cost of water" shall also include all costs of maintenance, repair and replacement of any line or pump apparatus which serves only "Highland Ridge Cluster Subdivision", whether located onsite or offsite. Costs of maintaining, repairing or replacing a well or wells, pumps, lines or conduits that serve both "Country Meadows Mobile Home Park" and "Highland Ridge Cluster Subdivision" and any other property later served by the water distribution system shall be borne proportionately as set forth above.

- ix. Any other expenditure which may lawfully be made by the Association.

**(c) Amount of Annual Assessments.** The annual assessment shall be in the same amount for each Homesite. The Board of Directors of the Association shall, after consideration of its current costs and future needs, fix the annual assessments of each year, provided that it shall be an affirmative obligation of the Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Common Property and to properly discharge its other duties and obligations set forth herein.

**(d) Special Assessments.** In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, an operating loss, unexpected repair or replacement upon the Common Property, and/or the cost of any construction upon the Common Property, and any purpose related to the Common Property or any other lawful purpose, provided that any such special assessment or emergency assessment shall be authorized by the Board of Directors of the Association.

**(e) Interim Assessments.** During the period of control by the Declarant, such interim assessments shall be levied by the Board of Directors, who have been

appointed by the Declarant. The Declarant shall be liable for assessments levied against Homesites owned by it.

(f) **Date of Commencement of Annual Assessments and Due Dates.** Each Owner's share of the next ensuing calendar year's budget, as adopted by the Board of Directors, shall be assessed to the Owners on or before July 1 of the prior year or such other time as may be determined to be reasonable. The Declarant will be liable for assessments for any Homesites owned by it. If the assessment proves insufficient, the Board may at any time levy a further assessment upon the Owners.

(g) **Certificate of Payment.** The Board of Directors, upon demand by any Owner liable for an assessment, shall furnish to such Owner a certificate in writing signed by a Board member, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(h) **Effect of Non-Payment of Assessment.** Any assessment which is not paid when due, shall be deemed to be delinquent and if not paid within thirty (30) days from and after the due date, shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the Homesite and appurtenant interests of the delinquent Owner, which shall bind such property in the hands of said Owner, his heirs, devisees, representatives and assigns. The personal obligation of the said Owner to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

Any assessment which is not paid within thirty (30) days from due date, shall bear interest from said due date at the rate of **eighteen percent (18%) per annum**, and the Association may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against said property in the manner prescribed by statute for the foreclosure of power of sale mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees and said interest.

Notwithstanding the foregoing, a bona fide mortgagee or other purchaser at a foreclosure sale, or a bona fide mortgagee accepting a deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and accrued as of the

date of his acquisition, but, nevertheless, shall be liable for assessments becoming due thereafter.

**SECTION 6. LAND USE.**

It is further expressly understood and agreed that the provisions of the within Declaration shall be construed liberally and shall not be viewed to be a limitation of any such right as enjoyed by the Declarant, it being expressly understood and agreed that the amendment of boundaries of Homesites and functioning as Declarant shall not require the approval of the Association, the Owner of any Homesite or Homesites, or any mortgage holder, unless expressly required in this Declaration.

Upon the recording of the within Declaration, Homesites 1 through 24, shall be subject to the following covenants, restrictions and limitations on use.

(a) Each Homesite in the subdivision shall not be subdivided in any manner, including, without limitation, the creation of condominium units from or within any Homesite. The Owners of abutting or adjoining Homesites, however, shall be entitled to readjust or relocate any common boundary or boundaries, subject to the condition that such relocation or readjustment shall not be in violation of any applicable state, local or federal statute, regulation or ordinance **and shall first obtain any required subdivision or site plan approval from the Tilton Planning Board.**

(b) No building or other structure shall be erected, altered, placed or permitted to remain upon any Homesite which is not in accordance with standards and criteria that are approved by the Declarant in its discretion. It is understood and agreed that one (1) principal residential structure shall be permitted upon each Homesite, together with one (1) garage with not more than three (3) bays. The garage may be attached, detached or semi-attached. If a Homesite is able to support a separate apartment in the view of the Declarant, then same may be permitted in the sole discretion of the Declarant, subject to compliance with any applicable rules, regulations, laws and ordinances which may apply. In addition, an outbuilding may be permitted if the Homesite is able to accommodate same in the opinion of the Declarant in its sole discretion. No such outbuilding shall be designed for habitation. Any garage or outbuilding shall be compatible in architecture and appearance to that of the principal building on such Homesite.

(c) No part of any Homesite, Dwelling or structure shall be used in a manner that would be in violation of the Town of Tilton Zoning Ordinance, **Subdivision or Site Plan Regulations**. Any Dwelling may be leased or rented for residential purposes when not Owner occupied, subject to rules and regulations adopted by the Association.

(d) It is understood that the size of a Dwelling shall be dictated by the aspects of the Homesite particular to it including, without limitation, topography, slope and visibility from other Homesites in the sole discretion of the Declarant. It is also understood, acknowledged and agreed that the Declarant shall be entitled and permitted to waive the strict application of the minimum and maximum square footage requirements of this paragraph if it considers that such deviation or variance is consistent with the goals of design review and the Design Review Committee. In addition to any other architectural or construction requirement as set forth herein, every building constructed upon any Homesite shall conform to the **International Building Code** and all applicable state and town building codes, including those dealing with erosion control and drainage.

(e) The exterior construction of any building upon any Homesite, including excavation thereof, shall be completed within twelve (12) months of the date of commencement including painting or staining of all outside surfaces. All landscaping including, without limitation, seeding of lawns shall be fully completed by such time.

(f) No commercial vehicles other than pickup trucks or small vans, and no snow traveling vehicles, or disabled, inoperative or unregistered motor vehicles shall be kept or maintained on any Homesite unless completely enclosed in a garage or otherwise kept and/or placed in such a way as to not be visible by the public. No roadside parking shall be permitted.

(g) No mobile home shall be permitted on any Homesite at any time. A tent, travel or boat trailer or motor home may be stored on a Homesite provided it is kept inside a garage and totally shielded from public view and provided further that no such tent, travel or boat trailer or motor home shall be used for purposes of habitation.

(h) Temporary or portable structures shall not be permitted on any Homesite except such as may be reasonably necessary during construction of permanent structures and all such temporary or portable structures shall be

removed as soon as construction is completed. No temporary or portable structures shall be used as a residence, either temporarily or permanently.

(i) No habitation in any Dwelling shall occur until an occupancy permit has been issued by the Town of Tilton, New Hampshire.

(j) No Homesite shall be used or maintained in any manner which is noxious, dangerous or injurious to the residents of adjoining Homesites, which prohibition without limiting its scope shall include the discharge of explosives or firearms, the keeping of animals other than domestic pets, providing that such pets are not allowed to roam from any such Homesite so as to become a nuisance to others, and provided further, that no domestic pets shall be kept for the purpose of running a public kennel or for any other commercial purpose.

(k) Every Homesite and any improvement thereon shall at all times be kept and maintained in neat order and repair. Without in any way limiting the foregoing, all exterior surfaces of buildings and other improvements shall be properly and adequately stained or painted so as to prevent paint peeling and blistering of paint or stain. All shrubbery, trees and bushes shall be neatly trimmed. Flower beds shall be kept free from an accumulation of weeds and lawns shall be kept neatly mowed.

(l) Without in any way limiting the remedies set forth in any other provisions of the within Declaration or Bylaws, in the event that the Declarant or the Association shall deem any Owner or any Owners in non-compliance with the maintenance, repair or landscaping provisions of this section, or any other provision of the within Declaration, then such Association or Declarant shall notify the offending Owner of such non-compliance by written notice mailed to the Owner at his or her usual and customary residence, postage prepaid, by certified mail, return receipt requested. If the Owner has not corrected such non-compliance or taken such steps as may be deemed reasonable by said notifying party within seven (7) days from and after the date of mailing of such notice, then the Association or the Declarant shall be entitled to remedy such non-compliance and the Owner or Owners in non-compliance shall be liable to the Association or the Declarant for **one and five-tenths (1.5) times** the actual cost of curing such non-compliance. In the event that the Association or the Declarant shall be required to engage the services of an attorney to litigate the issue of non-compliance and/or the collection of sums due the Association or the Declarant under the within paragraph, then the non-complying Owner or Owners shall, in addition, reimburse to such Association

or the Declarant its reasonable costs and attorney's fees incurred in prosecuting or defending such suit.

**(m)** No signs shall be placed upon any Homesite without the prior written approval of the Declarant, which approval shall not be unreasonably withheld, conditioned or delayed.

**(n)** No satellite dish, will be permitted unless enclosed or otherwise placed in such a manner as to be hidden from public view, subject to Section 207 of the Telecommunications Act of 1996, and no laundry or linen shall be placed so as to be in public view. No clotheslines or similar devices, trash or garbage or bottled gas containers shall be placed, constructed or maintained unless kept and/or placed in such a way as to not be visible by the public.

**(o)** Exterior lighting installed upon any Homesite, building, or any structure thereon, shall either be indirect or in such controlled focus and intensity so as not to disturb the occupants of adjoining Homesites. No mercury vapor-type area lighting will be permitted. No such exterior lighting shall be installed without the prior approval of the Design Review Committee, which approval shall not be unreasonably withheld, conditioned or delayed.

**(p)** No new Dwelling or other building shall be commenced, erected or placed on any Homesite and no structural alteration or addition to any existing Dwelling which changes the exterior appearance thereof shall be commenced on any Homesite, until adequate plans, specifications, and other pertinent data showing the nature, color, shape, height, location, dimensions, materials, and other information as may be required have been approved in writing by the Declarant as to the harmony of design and location in relation to the surrounding topography and environment, including existing buildings. The rights of approval reserved herein shall be exercised in the discretion of the Declarant. The Declarant shall approve or disapprove, in writing, any plan submitted to it within forty-five (45) days after all required data have been provided. The failure of the Declarant to act on any proposed plans within said forty-five (45) days shall be deemed approval of the plans as submitted. Any disapproval of plans shall be accompanied by a written statement of the reason or reasons therefor. All construction shall be in strict compliance with the plans as approved by the Declarant. All review, design approval and inspection procedures are intended to assure compliance only with aesthetic considerations. Neither the Declarant nor the Association as possible

assignee shall be liable or responsible for design or construction defects or failures of any buildings to meet appropriate building codes.

**(q)** Easements for the installation and maintenance of water, sewer, electric, telephone, internet and cable television and other utilities under all roads and ways depicted on the aforementioned plans are reserved by the Declarant, its successors and assigns, so as to permit the Declarant to cause water, sewer, electric, telephone, internet and cable television and other utilities to be available at the boundary of each Homesite. Such easements are also expressly reserved to permit entry upon Homesites 1 through 24, for the construction, maintenance, repair and replacement of lines, pipes, conduits, water and/or sewer pump stations and Drainage Structures as defined in Section 1 hereinabove as constituting a portion of the Common Property. There is also reserved by the Declarant, its successors and assigns, easements to permit entry upon all of the aforementioned Homesites for the construction, maintenance, repair and replacement of lines, pipes and conduits for the provision and servicing of utilities including, without limitation, water, sewer, electric, telephone, internet and cable television and other utilities constituting Common Property so long as said construction, maintenance, repair or replacement does not hinder, prevent or interfere with the convenient, orderly, and safe construction and occupancy of any building on Homesites 1 through 24. There is reserved to the Declarant the right to convey utility easements in favor of the Town of Tilton, New Hampshire and/or the Association. It is understood, acknowledged, and agreed that the Owner of each Homesite shall be required to extend lines and conduit to connect to utility stubs and points of connection. All costs of maintenance and repair of any such line or conduit existing on any Homesite serving only one Homesite shall be borne by the Owner of such Homesite.

**(r)** Owners of Homesites 1 through 24 together with their tenants, guests, heirs, assigns and invitees, shall be granted the right to pass and repass over the cross roads and roadways as may be created by the Declarant, together with the Common Property as depicted upon the aforementioned Plan, as same may be amended from time to time. Any such use and enjoyment, however, shall be subject to the terms and provisions of the within Declaration and rules or regulations which may be now or hereafter in effect.

**(s)** Construction activities shall take place only in conformity with rules or regulations now or hereafter adopted by the Town of Tilton. Radios, music players



or other music playing devices are not allowed on-site during the construction process.

(t) No felling, trimming or cutting of trees shall occur without the express written permission of the Declarant, its successors and assigns, based upon considerations of view, privacy and safety.

Any violation of this provision shall be deemed to constitute a violation of the terms of the within Declaration and the Association or the Declarant shall be entitled to any and all remedies as are set forth in the within Declaration, together with any and all rights and remedies at law or in equity. It is understood and agreed that such vegetative barrier confers a special benefit upon the Declarant, the Association and each owner of a Homesite so that in addition to any other remedies available, the Association or the Declarant shall enjoy the right to compel the planting of trees or shrubs in any area affected by any violation of this provision.

(u) During the construction or placement of any building or improvement upon any Homesite, the Owner shall take all reasonable efforts and steps to exercise erosion control including, without limitation, the use of hay bales and silt fences. Any area of any Homesite disturbed during the aforementioned construction process shall as promptly reasonably practicable be re-seeded and re-stabilized so that as to minimize and reduce the possibility of any erosion.

(v) Any damage to the Common Property occasioned or caused by the construction of a Dwelling on any Homesite shall be promptly repaired or restored at the expense of the Owner of the Homesite causing same.

(w) There is reserved to the Declarant, the perpetual right and easement to plow and place snow within setback areas adjacent to the private roadways depicted upon the aforementioned Plan.

(x) Each Owner shall use due care to avoid interfering with the natural course of surface water which would alter its natural flow across a neighboring Homesite or Homesites. Each Owner shall also use due care in preventing any increased surface water runoff from his or her Homesite to other Homesites in the subdivision or the property of any abutters to the subdivision.

(y) The Declarant reserves the right to require that certain Homesites shall be burdened by a view easement in favor of other Homesites meaning the erecting or placing of a structure shall not be such as to unreasonably affect or interfere with the view of an adjacent Homesite or Homesites. Any such view easement shall be clearly set forth either an amendment to the within Declaration or the deed conveying the Homesite burdened thereby.

(z) Water shall be supplied to each Homesite by a supplier who may be the Declarant or a different entity at rates that do not violate law. No wells may be dug or placed on any Homesite.

**SECTION 7. LAND USE WITH RESPECT TO THE PREMISES DEPICTED AS "COMMON PROPERTY".**

The Association is empowered, from time to time, to adopt and amend, rules and regulations concerning the use of the Common Property and the various components thereof, which rules and regulations shall not unreasonably interfere with the use and enjoyment of the Common Property by the Owners, or the rights of the Declarant to any future Homesite boundary adjustment or amendment of boundaries. Notwithstanding any other provision of this Declaration to the contrary, no such amendment will be binding upon the Declarant unless expressly joined by it for so long as the Declarant shall own any portion of the Property, including Common Property, which forms a part of Highland Ridge Cluster Subdivision. In addition to its other duties and responsibilities as set forth herein and in the Articles and Bylaws, the Association shall provide all maintenance to the Common Property, provided that in the event that the need for maintenance or repairs caused through the willful or negligent act of any Owner, his, her or its family or guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Homesite is subject.

The Declarant reserves the right, but not the obligation, to convey to the Association all or a portion of the Common Property, subject to the following:

Existing easements in favor of utility companies or third parties. The Declarant shall be entitled to except and reserve such easements in favor of the Declarant, the Town of Tilton, New Hampshire, and/or the general public, as it may deem to be reasonably necessary or desirable so as to provide reasonable recreational uses of portions of the Common Property.

**SECTION 8. RIGHTS RESERVED TO DECLARANT.**

(a) **Rights Reserved to Declarant.** There is expressly reserved to the Declarant the right to grant variances from the express terms, covenants and conditions of the within Declaration if, in the reasonable opinion and discretion of the Declarant, so doing will not unreasonably interfere with the use and enjoyment of any of the Homesites in the subdivision. Notwithstanding the foregoing, the Declarant shall not be entitled to grant variances from the express terms, covenants and conditions of the Declaration without the approval of the Town of Tilton with respect to those covenants and restrictions which are enforceable by the Town of Tilton.

(b) **Transfer of Rights Reserved to Declarant.** The Declarant shall be entitled to transfer any rights or approvals and other rights reserved to it, either collectively or partially, to the Association. Such a transfer shall be evidenced by instruments duly recorded in the Belknap County Registry of Deeds. From and after the date of such transfer or assignment, all rights, approvals or consents reserved to the Declarant hereunder, which are the subject of such assignment or transfer, shall be deemed to have been transferred to such assignee. The Association shall not be required to consent.

**SECTION 9. UTILITY AND OTHER EASEMENTS.**

The Declarant, for itself, its successor and assigns, reserves the right to create fields over and across any Homesite, provided, however, that same shall not unreasonably interfere with the use and enjoyment of any Homesite and to grant easements for pedestrian and vehicular access, electrical, telephone, internet, water, sewer, cable television, other utilities, and snowplowing in any part of the within subdivision. No Owner shall be entitled to damages or compensation in connection with any such existing or future grant, but no such easement or right shall unreasonably or substantially interfere with or damage the value of any Homesite not owned at the time by the Declarant. The Declarant reserves the sole and exclusive right to grant rights relative to, and establish, grades, slopes and drainage on each Homesite depicted on the Plan, incident to present or future construction of roads or rights-of-way, free from any claim for damage or compensation by any Owner. Nothing contained herein shall, however, obligate the Declarant to establish grades, slopes or drainage on any Homesite. The Declarant grants the Owner of each Homesite the right to connect to electrical,

telephone, internet, water, sewer, cable television and other utilities, at the lot line, subject to the requirement that the owner of a Homesite shall be required to bear the cost of connection and any required connection fee to any utility provider.

**SECTION 10. DECLARANT'S RIGHTS TO AMEND CONFIGURATION OF HOMESITES AND/OR COMMON PROPERTY.**

Subject to municipal and/or state approvals, the Declarant shall be entitled to amend the boundaries and configuration of Homesites and/or Common Property owned by it, subject to the condition that any such amendment of any Homesite boundary shall not affect any Homesite other than Homesites owned by the Declarant. Any such amendment shall be reflected by a plan or plans and appropriate instruments recorded in the Belknap County Registry of Deeds. Any rights reserved to the Declarant under the within paragraph may be assigned by the Declarant to the Association by instrument duly recorded in the Belknap County Registry of Deeds.

**SECTION 11. ROADWAYS WITHIN THE SUBDIVISION.**

It is expressly understood, acknowledged and agreed that any road or roadway now or hereafter constructed within Highland Ridge Cluster Subdivision is presently private but may be petitioned by Declarant or its assigns to constitute a public way within the Town of Tilton, New Hampshire. **Such a petition shall be subject to all requirements of law, including town of Tilton ordinances and regulations governing same.**

**SECTION 12. GENERAL PROVISIONS.**

(a) **Duration.** The covenants and restrictions of the Declaration, as amended from time to time, shall run with and bind the Homesites, and shall inure to the benefit of and be enforceable by the Association, the Owners of any property subject to the within Declaration, and the Declarant, together with their respective legal representatives, heirs, successors, and assigns, forever.

(b) **Notices.** Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

(c) **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association, the Declarant, or by any individual Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against his or their aforesaid property to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(d) **Certain Obligations of the Association to be Enforceable by the Town of Tilton.** It is expressly understood and agreed that the obligations of the Association and each Owner with respect to matters set forth in Plan notes 14, 15, and 16 and 22 constitute a material inducement to the Town of Tilton, New Hampshire to approve the subdivision creating Highland Ridge Cluster Subdivision. Same are as follows:

- i. If during construction, it becomes apparent that deficiencies exist in the approved design drawings, the owner shall be required to correct deficiencies to meet the requirements of the Regulations at no expense to the Town.
- ii. If during construction, it becomes apparent that additional erosion control measures are required to stop any erosion on the construction site due to actual site conditions, the owner shall be required to install the necessary erosion protection at no expense to the Town.
- iii. All materials and methods of construction shall conform to Town of Tilton Subdivision Regulations and the latest edition of the New Hampshire Department of Transportation's Standard Specifications for Road and Bridge Construction.
- iv. Open space a development restriction is subject to RSA 674:21-c. Open space to allow for the repair and replacement of community septic systems for Highland Ridge Cluster Subdivision and for the construction of replacement systems for County Meadows if required due to failure.

—It is, therefore, specifically agreed and stipulated that the Town of Tilton shall be entitled to enforce compliance by the Association or any Owner of its obligations

with respect to such Plan notes, which obligations are deemed to constitute a covenant for the benefit of the Town of Tilton, New Hampshire. In the event of a breach of an obligation with respect to such Plan notes, the Town shall be entitled to, but not obligated to, initiate any such action or actions at law or in equity, including, without limitation, injunctive relief, as may be necessary, desirable or appropriate, it being understood and agreed that in addition to any other right or remedy enjoyed by the Town, the Association or the Owner at fault shall be liable for and shall reimburse the Town of Tilton for its reasonable costs of compelling compliance, including, without limitation, reasonable attorney's fees. In addition, it is specifically stipulated and agreed that the Town shall enjoy such enforcement rights as would exist in the instance of the violation of the Town of Tilton Zoning Ordinance.

(e) **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(f) **Amendment**. Following the end of the Declarant control, the provisions of this Declaration may be amended from time to time by vote of three-quarters (3/4) of all votes in the Association or by instrument in writing executed by the Owners of three-quarters (3/4) of the Homesites which are subject to the within Declaration, subject to the condition that no such amendment shall in any way limit or in any way abrogate the rights of the Declarant or increase costs to the Declarant in excess of costs borne by those similarly situated Owners unless otherwise consented to and enjoined in writing by the Declarant. Such amendment when so approved shall be effective upon recordation in the Belknap County Registry of Deeds. Any provision of this Declaration which is enforceable by the Town of Tilton, New Hampshire, may not be amended without the written approval of the Board of Selectmen of the Town of Tilton or the Tilton Planning Board.

Prior to termination of the period of Declarant control, the Declarant shall be entitled to amend the terms, covenants and conditions of the within Declaration, except that no such amendment shall unreasonably affect the use and enjoyment of any Homesite not owned by the Declarant.

(g) **Governing Law**. This Declaration will be governed by, construed, and interpreted in accordance with the laws of the State of New Hampshire.

(h) **Approval by Association.** In any instance wherein the approval of the Association is contemplated or required, then any party may rely upon the recording of a Certificate of Action taken by the Board of Directors of the Association evidencing and alleging such conduct, action or approval.

(i) **Rights of Prospective Purchaser Pursuant to RSA 356-A:9-b.** It is the intention of the Declarant to advise each purchaser of a Homesite of certain rights which accrue in favor of a prospective purchaser with respect to any subdivided land being sold by a person other than the original subdivider. Reference is made and had to RSA 356-A:9-b for further information. It should be noted that among the information which is to be supplied by the principal officer of the Association is a statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years; a statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specific project by the Board of Directors; a copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available; a statement of the status of any pending suits or judgments in which the Association is a party defendant; a statement setting forth what insurance coverage is provided for all Owners by the Association and what additional insurance coverage would normally be secured by each individual Owner; and a statement that any improvements or alterations made to any Homesite, lot, parcel, unit or interest by the prior Owner is not known to be in violation of any restrictions and covenants imposed upon the subdivided land.

IN WITNESS WHEREOF, COUNTRY MEADOWS MANUFACTURED HOME COMMUNITY, LLC, has hereunto caused its name and seal to be set this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**DECLARANT:**  
COUNTRY MEADOWS MANUFACTURED  
HOME COMMUNITY, LLC,

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
**Kevin M. Lacasse, A Managing Member**  
Duly Authorized

DECLARATION  
HIGHLAND RIDGE CLUSTER SUBDIVISION

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STATE OF NEW HAMPSHIRE    )  
GRAFTON                            ) ss. \_\_\_\_\_, 2018

BEFORE ME, the undersigned officer, personally appeared the above-named **Kevin M. Lacasse, Managing Member of Country Meadows Manufactured Home Community, LLC**, a limited liability company, and acknowledged that he executed the foregoing instrument as such Managing Member, being authorized so to do, as his voluntary act and deed and the voluntary act and deed of said Limited Liability Company, for the purposes set forth therein.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission expires: