

Doc # 0016936 Dec 20, 2011 1:06 PM
Register of Deeds, Grafton County



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**PAGE HILL
CERTIFICATE OF VOTE
AND
SECOND REVISED AND RESTATED
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS**

The undersigned Secretary of Page Hill Community Association certifies the following:

WHEREAS, Page Hill Estates, L.L.C. succeeded Page Hill Associates as to developer's rights in the Page Hill Subdivision (see deed of Robert A. Eaton and Page Hill Associates to Page Hill Estates, L.L.C. dated October 6, 1998 and recorded in Book 2353, Page 80).

WHEREAS, full membership interest in Page Hill Estates, L.L.C. was transferred to Robert A Eaton, as Trustee of the Robert A. Eaton Revocable Trust of 1993 (see Membership Interest Assignment dated February 4, 2007 and recorded in Book 3001, Page 103).

WHEREAS, on September 1, 2006, Page Hill Estates, L.L.C. dissolved leaving the Robert A. Eaton Revocable Trust of 1993 as successor developer;

WHEREAS, the Page Hill subdivision is fully developed and the Robert A. Eaton Revocable Trust of 1993 has divested itself of all interest in the Page Hill Subdivision including the right of repurchase reserved in the Article V, Paragraph H of the Page Hill Revised Property Restrictions, Easements and Covenants, dated May 5, 1988, recorded at Book 1743, Page 72 (see Waiver and Extinguishment of Developer's Rights executed by Nina Eaton, trustee of the Robert A. Eaton Revocable Trust of 1993, dated April 8, 2008 and recorded in Book 3536, Page 184);

WHEREAS, as a result of the divestiture of rights, the real property located in the Page Hill Subdivision is subject only to the Page Hill Property Restrictions, Easements and Covenants, as amended and revised, as enforced by the Board of Directors of the Page Hill Community Association;

WHEREAS, due to recording several amendments and ancillary documents to the Page Hill Revised Property Restrictions, Easements and Covenants, it has become unruly and cumbersome to keep track of each such amendment, and it has been determined that consolidation of such amendments into one form is desirable for sake of simplification for each member of the Page Hill Community Association;

WHEREAS, in order to accomplish such consolidation and in order to eliminate

references to no longer existing developer's rights, it is necessary and desirable to create a revised and restated Declaration;

WHEREAS, that in accordance with Article XIII of Page Hill Revised Property Restrictions, Easements and Covenants, dated May 5, 1988 recorded in Grafton County Registry of Deeds at Book 1743, Page 72, notice and ballots containing proposed Amendments to the said Page Hill Revised Property Restrictions, Easements and Covenants were properly mailed to the last known address of each member of Page Hill Community Association with a deadline for returning such ballots at least thirty (30) days after the mailing date;

WHEREAS, that by ballot-vote of Association members qualified and voting, the Amendments were approved by the 2/3 majority vote necessary under said Article XIII of the Revised Property Restrictions, Easements and Covenants, respectively; and

NOW THEREFORE, by virtue of said votes, the Page Hill Revised Property Restrictions, Easements and Covenants shall be amended, restated, superseded and revised as follows:

I. DECLARATION.

The original Declaration of Page Hill Property Restrictions, Easements and Covenants, dated April 22, 1981, was recorded at the Grafton County Registry of Deeds at Book 1419, Page 288. The Property Restrictions, Easements and Covenants were amended and replaced by the Page Hill Revised Property Restrictions, Easements and Covenants, dated May 5, 1988 which were recorded at the Grafton County Registry of Deeds at Book 1743, Page 72. The Revised Property Restrictions, Easements and Covenants shall be and are hereby amended by deleting Sections I through XIII and replacing the same with the following:

PURPOSE: The real property described in Exhibit A hereof is subject to the covenants, restrictions, reservations, servitudes and easements hereby declared to ensure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, therefore, as practicable, the natural beauty of said project; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereto on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvements in said property, and thereby enhance the property and investments made by purchasers of lots therein.

II. DEFINITION OF TERMS.

A. Page Hill. That portion of real property situated in the Town of Campton, County of Grafton and State of New Hampshire and conveyed subject to Property Restrictions, Easements and Covenants, all being more particularly described in Appendix.

B. Restrictions and Easements. These Restrictions, Easements and Covenants, which an Owner's, as defined herein, fee title is subject to upon purchasing the residential property in Page Hill (hereinafter from time to time referred to as the "Covenants").

C. Residential Lot. A parcel of real estate capable of development for residential purposes pursuant to local town zoning and in compliance with the within described Restrictions and Easements.

D. Homesite. A standard Residential Lot as shown upon final plans of Page Hill last-recorded prior to the initial conveyance of such lot.

E. Cluster. A piece of land which includes a Cluster arrangement of residential dwellings, each with a designated area for the construction of a single family dwelling, and the remaining area as open space for common use by Owners of Cluster Homesites on that specific piece of land, as shown upon final plans of Page Hill last-recorded prior to the initial conveyance of any Cluster Homesite on said piece of land.

F. Cluster Homesite. A Residential Lot contained within a Cluster as shown upon final plans of Page Hill last recorded prior to the initial conveyance of such a lot.

G. Living Site. A Living Site shall be either a Cluster Homesite or a Homesite, whether developed or not.

H. Living Unit. A single family detached residential dwelling constructed on a Living Site in accordance with the herein described Covenants, and approved by the Page Hill Building Committee described herein.

I. Common Property. Those parcels of land, together with any facilities located thereon or interests therein, intended to be devoted to the common use and enjoyment of all of the owners of Living Sites in Page Hill as shown on final plans of Page Hill last-recorded prior to the conveyance of such parcels to the Page Hill Community Association.

J. Cluster Common Area. That portion of a Cluster which is not designated as a Cluster Homesite and which is intended for common use by owners of Cluster Homesites within that specific Cluster.

K. Building Committee. A committee of three persons chosen to approve all plans, specifications, site plans, and location of septic systems for all structures, residential or otherwise, to be erected on any Living Site in Page Hill and to perform other functions as herein designated. The Committee may designate one of its members to act on its behalf.

L. The first Building Committee members shall serve for life unless any such Building Committee member shall resign or shall be removed from office by affirmative vote of more than 50 percent of the members of the Association.

M. Replacement of Members of the Building Committee shall thereafter be made from time to time by the Board of Directors of Page Hill Community Association.

N. Owner(s). Any person or legal entity who, from time to time, holds fee simple title to any Living Site, individually or jointly, or in common with another Owner or Owners.

O. Page Hill Community Association. A non-profit corporation of which all Owners shall automatically become members and to which all Owners shall be obligated to pay assessments, if any, as provided in Section X hereof.

III. PAGE HILL COMMUNITY ASSOCIATION.

A. The Page Hill Community Association is a New Hampshire non-profit corporation created on October 8, 2004, and with a principal office located at PO Box 943, Campton, New Hampshire 03223.

B. Each Owner of a Living Site shall automatically become a Member of the Association with one vote per Owner, regardless of the number of Living Sites owned; provided, however, that if property is held under multiple ownership, all of such Owners must decide among themselves how their one vote shall be cast, and provided further that the Owner is not delinquent in the payment of any annual assessment as described in Section X.

IV. COMMON PROPERTY.

All right title and interest to common property as conveyed to the Page Hill Community Association.

V. CONSTRUCTION OF HOMESITES AND CLUSTER HOMESITES.

Any construction of improvements on Homesites or Cluster Homesites shall be subject to the following:

A. Building. No structure or buildings, other than a Living Unit, shall be erected, altered, placed upon, or permitted to remain upon any Homesite or Cluster Homesite, except additional unattached improvements as may be erected, as provided in subsection V(B) below.

B. Outbuildings. Limited outbuildings, such as a garage, tool shed, horse stable or barn, may be constructed on a Homesite or Cluster Homesite, if the Building Committee authorized such construction in advance, but in no event shall any additional, unattached living quarters be authorized.

C. Temporary Structures. No temporary structure shall be built upon any Homesite or Cluster Homesite except those necessary and used in the course of construction of permanent buildings. Such temporary structures shall not remain on such premises for more than six months and shall be removed upon completion of construction.

D. Approval of Plan.

1. Approval. No building or other structure shall be commenced, erected, placed or maintained, on any Homesite or Cluster Homesite, nor shall any exterior addition to or exterior change in any building or other structure be made until adequate plans, specifications, site plan, sewage system plan, plan showing well and other utilities and other pertinent data showing the nature, kind, shape, height, materials, color and location of such building or other structure, addition or change, showing the nature and location of any proposed landscaping and including the identity and resume of the general or principal contractor, if any, have been approved in writing, as to harmony of exterior architectural design and location in relation to surrounding structures and topography, and financial capability, by the Building Committee.

2. Failure to Act. In the event said Building Committee fails to act upon such design, location and contractor within sixty (60) days after the same has been submitted, approval will not be required and this Subsection will be deemed to have been fully satisfied.

3. Disapprovals. Any disapproval shall be accompanied by a statement of the reasons therefore.

4. Preliminary Plans. To avoid unnecessary hardship, preliminary plans may first be submitted to the Building Committee, for purposes of discussion, prior to the formal request for approval.

5. Conformity with Plans and Laws. Any such improvements additions or changes shall be carried out in strict conformity with such approved plans and specifications and with any governmental codes, ordinances, statutes and regulations which may apply.

E. Types of Buildings. No mobile homes, trailers, travel trailers, boats, or tents are permitted on any Homesite or Cluster Homesite unless enclosed in a permanent approved structure or otherwise approved by the Building Committee.

F. Set Back Lines. All buildings on Homesites shall be placed at least 50' back from the front lot line and 25' back from the side lines and the rear lot line.

G. Cutting of Living Trees. No living tree exceeding 8" in diameter measured 2' from the ground shall be removed from any Homesite or Cluster Homesite without written approval from the Building Committee.

H. Completion of Construction. An Owner shall commence construction of a Living Unit on the Homesite or Cluster Homesite within 6 months from the completion of tree and stump clearing of such Homesite or Cluster Homesite, unless the Building Committee otherwise extends said period of time in writing for good cause shown. The exterior of all buildings on Homesites and Cluster Homesites shall be completed within six (6) months of the start of construction, or a reasonable extension of thereof as may be approved by the Building Committee, for good cause shown, including acceptable exterior finish, as provided for in specifications approved by the Building Committee, and all rough grading must be completed

and all debris removed from the property within such time.

I. Foundation and Bathroom Facilities. All buildings on Homesites or Cluster Homesites must contain permanent foundations and must have modern inside bathroom facilities.

J. Chimney Lining. All chimneys intended for live fires in buildings on Homesites or Cluster Homesites shall have their flues lined their entire height with standard clay lining or other lining approved by Underwriters Laboratories.

K. Fences. Fences or other obstructions shall not be erected on Homesites or Cluster Homesites without written approval of the Building Committee.

L. Antennas. No antenna, including satellite antennas, shall be erected on a Homesite or Cluster Homesite so as to be exposed to public view without the approval of the Building Committee.

M. Flowage. No Owner of a Homesite or Cluster Homesite shall direct or redirect the natural course of water, drainage, and runoff so as to alter its natural flow across the land of another.

N. Variance. Where strict conformity with the provisions of this Section V would cause undue hardship or injustice to an Owner, the Building Committee shall have the authority to approve a variance therefrom, provided that, in the opinion of the Building Committee, there is substantial compliance with said provisions and provided that other Owners are not adversely affected to a material degree.

O. Solar Easements. The Page Hill Community Association actively encourages the development and use of Solar assisted energy systems in the construction of dwellings within Page Hill. To that end, upon written application to the Building Committee, and upon the Building Committee's approval, Owners of any Living Site shall be entitled to construct passive and/or active solar systems. Upon the approval of the solar system, the Owner of the said system shall be entitled to the following benefits, subject to the following restrictions.

1. No structures may be built, nor trees planted nor permitted to grow to a height which will cast shadows onto any neighbors' passive or active solar collectors, between the hours of 9:00 am. and 3:00 p.m.

2. If a tree or group of trees is blocking the sun from an Owner's collection area, and these trees are on a neighbors' property, said affected Owner shall have the right to apply to the Building Committee for approval to thin, top or cut said trees. Upon approval of the Building Committee, the affected Owner may, at his own expense, cause the necessary work to be performed. Said Owner shall be responsible for cleaning up all debris and for restoring any damage to his neighbor's property. Any firewood or other marketable wood, which may be cut pursuant to this Paragraph, shall belong to the Owner of the property upon which the tree grew. Cutting should not be done in such a manner so that erosion of the surrounding grounds is likely

to occur.

3. No collectors or solar cells shall be located in such a way as to cause glare or reflection into a neighbor's house, or into the eyes of automobile drivers.

P. View Easement. Page Hill Community Association encourages the development of the property in a manner which will enhance views from Living Sites, provided the cutting will not adversely affect adjacent Living Sites and the use and enjoyment of the same by the Owners. The Building Committee may approve, upon application by an Owner, the right to trim and remove the tops of trees on property within Page Hill, to the extent that the trees exceed 50' in height and interfere with a view from other Living Sites laid out or to be laid out within Page Hill. In approving such plans, the Building Committee shall specifically take into account the effect of such cutting upon the Lot and the Owner of the Lot upon which the trees to be cut are situate. All costs incurred in the cutting, as well as the removal of stumps, branches and similar material shall be the expense of the Owner requesting the cutting. Prior to commencement of cutting and issuing an approval, the Building Committee may require a deposit equal to the estimated cost of cutting and clean up to be posted with the Building Committee.

VI. LAND USE - LIVING SITE.

A. Unregistered Motor Vehicles. No unregistered motor vehicles shall be allowed to remain on any Living Site.

B. Hanging of Clothes. No clothes, linens, rugs or similar articles shall be hung or left on a Living Site so as to be exposed to public view.

C. Exterior Fuel Tank. No exterior tank for the storage of fuel may be maintained on any Living Site unless buried or housed in a structure approved by the Building Committee.

D. Animals. No livestock, except horses and/or ponies shall be kept on any Living Site. House pets shall be permitted; however, in all cases, said house pets shall be housed indoors overnight. Horses and/or ponies may be kept only on Lots exceeding 2 acres in size, and may be kept in numbers no greater than one for every additional 1 acre of lot size.

E. Storage of Garbage. Garbage, trash and other refuse stored on a Living Site must be kept in receptacles designed for such purposes and must be kept out of public view at all times, except when refuse collections are being made.

F. Care of Living Sites. The structures and grounds on each Living Site shall be maintained at all times in a neat and attractive manner without the accumulation of rubbish and debris. If, in the opinion of the Building Committee, and/or the Page Hill Community Association, any Living Site or structure thereon is untidy, unsanitary or unsightly, they, or any one of them, may enter any Living Site and take necessary action to preserve a neat and clean appearance; provided that the Owner of such Living Site had been notified and failed to take corrective action within thirty (30) days of receipt of written notice. Any reasonable expense so incurred by the Building Committee and/or the Page Hill Community Association shall be borne

by such Owner, and, if not paid within thirty (30) days of notification of the amount thereof, shall become a lien against the property of such Owner. Priority of this lien will be determined by the date of its recording.

G. Signs. No "for sale" signs, rent signs, contractor's signs, or advertising devices of any kind, shall be placed on any Living Site, unless otherwise approved by the Building Committee.

H. Leasing Limitation. A Living Unit may be leased to only one family at a time, although at any time a reasonable number of members of other families may occupy a Living Unit as guests of the lessee family.

I. Residential Use. This development is for residential purposes, and no business, trade or enterprise of any kind is authorized upon any Living Site; provided however, the Building Committee may approve, in writing, professional or semi-professional use of any Living Site. The intent is to authorize, with approval, artists, doctors, real estate sales persons, architects, attorneys and others of similar type of occupation to practice their professions, provided that their business activity does not alter the residential character of a Living Site.

J. Subdivision. No Homesite or Cluster Homesite may be subdivided so as to result in an increase in the total number of Homesites or Cluster Homesites beyond that specified in the original plan last recorded.

A Homesite or Cluster Homesite may be subdivided as between abutting land Owners; however, such a subdivision shall result in said Site losing its status as a Homesite. If title to a Homesite or Cluster Homesite, once subdivided, is reunited to its original boundaries, it shall regain its status as a Homesite or Cluster Homesite and the building of a dwelling thereon will be permitted.

VII. LAND USE - COMMON PROPERTY.

All Common Property is and (with the exception of the roads, as set forth in Section IX C, infra) shall remain private property. The Common Property, except the roads, shall be used exclusively by Owners, guests accompanied by Owners, or renters. The use of all Common Property shall be subject to any rules and regulations concerning use and care of Common property adopted by Page Hill Community Association.

VIII. LAND USE - CLUSTER COMMON AREA.

All Cluster Common Area is and (with the exception with respect to roads set forth in Section IX C hereinbelow) shall remain private property. Cluster Common Area within any specific Cluster, except the roads, shall be used exclusively by Owners of Cluster Homesites located within that Cluster, or guests accompanied by such Owners. The use of Cluster Common Area within any specific Cluster shall be subject to any rules and regulations concerning use and care of the Cluster Common Area adopted by the Page Hill Community Association, including but not limited to:

A. The provisions of Section IX hereinbelow.

B. The rights of the Owners of Cluster Homesites within any specific Cluster under the direction of the Page Hill Building Committee to establish easements for the installation and maintenance of utilities, drainage facilities, sewage facilities and access driveways across the Cluster Common Areas, as may be required, so long as said easement does not interfere with or hinder construction of buildings. The establishment of such an easement across a Cluster shall be determined in the first instance by a method which most nearly preserves the natural beauty of the Cluster Common Area within that Cluster.

C. Any improvements proposed to be made to or constructed upon any Cluster Common Area, excepting easements referred to in Paragraph VIII B above, must be approved, in advance, by vote of the Owners of at least three quarters (3/4) of the Cluster Homesites within that Cluster and by the Building Committee, which will be guided generally by the standards and procedures set forth in Section V hereinabove.

IX. RIGHTS AND EASEMENTS RESERVED.

The Living Sites, Cluster Common Area and Common Property of Page Hill are subject to the following rights and easements not otherwise mentioned herein:

A. The right of the Page Hill Community Association to suspend the rights of any Owner to vote in Association matters for any period during which this assessment is due and unpaid.

B. Easements for the installation and maintenance of utilities and drainage facilities are reserved by Page Hill Community Association in, over and under all roads and ways and in, over and under any Living Site, Cluster Common Area, or Common Property, so long as said construction and maintenance does not seriously hinder or prevent the construction of a Living Unit on any Living Site.

C. The right of Page Hill Community Association to convey or otherwise dedicate the roads or other Common Property in Page Hill to the Town of Campton and/or any applicable Village District for public use.

D. The right of Page Hill Community Association to restrict the use of snow machines, motorbikes and other all terrain vehicles within Page Hill.

E. All Owners of Living Sites recognize that they acquire the Living Site subject to the rights of their neighbors and abutters to apply for and receive approval for cutting for view and solar purposes. Living Sites are subject to the rights of their neighbors and abutters as set forth in Section V. Paragraphs O. and P. above.

X. ASSESSMENTS.

Each Owner, by acceptance of a deed to its Living Site, whether or not it be expressed in such deed, shall be deemed to covenant and agree to pay to Page Hill Community Association any assessments levied, as provided herein.

A. Amount. Beginning on January 1, 1982, and each year thereafter on the same date, anyone who is an Owner as of such date shall pay to Page Hill Community Association, the sum of One Hundred Dollars (\$100.00) for every Living Site owned, said sum to be applied to maintenance of Common Property, such as roads (if not conveyed to, or otherwise maintained by the Town of Campton), Common Land, Commons, entrance signs, to any insurance, legal or administrative expenses incurred in connection therewith, and to any other matters of common benefit.

B. Adjustment of Amount. Upon each anniversary of the effective date of said assessment, the Board of Directors of the Page Hill Community Association may, upon receiving the appropriate percentage of votes described below, revise the amount assessed to a figure which is reasonable and justifiable, based upon expenditures to be made, pursuant to Paragraph X A above, taking into account actual expenditures during the year preceding the amendment and increases anticipated to occur during the following year. Assessments may be revised by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last-known address of each Member of Page Hill Community Association at least 30 days prior to January 1st, on which date said proposed dues increase is to become effective.

C. Payment of Assessments. Assessments shall be paid to Page Hill Community Association. All assessments shall be paid within 30 days of date of billing.

D. Accounting. Page Hill Community Association shall make an annual accounting of the application of assessments and shall mail a copy of said accounting to each Owner at his last-known address.

E. Effect of Non-Payment of Assessments. Any assessment which is not paid when due shall be assessed a penalty of \$5.00 per day for the first 60 days and interest shall accrue thereafter, at the rate of 24% per annum. The assessment, together with penalties, interest and attorney's fees when applicable, shall be a charge and become a continuing lien on the Living Site, against which the delinquent assessment is made, and shall bind such Living Site, in the hands of its Owner, his heirs, devisees, representatives and assigns. Page Hill Community Association may bring an action against the Owner personally obligated to pay the assessment, or may foreclose the lien against the Living Site in the manner provided for by statute for the foreclosure of power of sale mortgages, with the cost of collection to be added to the amount of such assessment, including the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessments.

XI. ANNEXATION.

No longer applicable

XII. ENFORCEMENT.

In addition to the enforcement remedies provided hereinabove, these covenants and restrictions may be enforced by the Page Hill Community Association, or any Owner by a proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenant or restriction, either to restrain said violation or to recover damages, and, if legal action is reasonably necessary for such enforcement, then the enforcing party shall be entitled to recover legal costs, including reasonable attorney's fees and other charges, if it prevails.

XIII. ARBITRATION

In the event of any dispute between parties which arises under the Page Hill Revised Property Restrictions, Easements, and Covenants, as same may be amended from time to time, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated, and subject further to the provisions of the New Hampshire Revised Statutes Annotated, Title LV, Chapter 542, incorporated by reference.

A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The parties shall select an arbitrator who shall be an attorney licensed to do business in the State of New Hampshire. The hearing shall be conducted in the Town of Campton, New Hampshire, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties.

The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. Any questions involving contract interpretation shall use the laws of the State of New Hampshire. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

XIV. FINES/PENALTIES

A. In the event an Owner violates the provisions of these Page Hill Revised Property Restrictions, Easements and Covenants, as may be further amended of record, the Building Committee and/or the Board of Directors, as the case may be, shall provide said owner with a Notice of Violation, which shall identify the specific violation(s). The Owner shall have a period of thirty (30) days to respond to the Board of Directors with a written plan for remedying such violation and a time frame for accomplishing same, not to exceed 90 days unless the Board of Directors otherwise extends such period of time for good cause shown.

B. Should the Owner in violation fail to respond to the Notice of Violation within the said thirty (30) days, the Page Hill Community Association, acting through its Board of Directors, may assess a fine/penalty in the amount of twenty-five (\$25.00) Dollars per day for each day the violation(s) persists retroactive to the date of written Notice of the Violation(s) to that Owner. This fine shall continue to accrue until the violation(s) cited are corrected to the satisfaction of the Board. Furthermore, the Board will notice the Owner of the outstanding amount of the fines/penalties on a monthly basis until the amounts of the fines/penalties are paid in full.

C. Effect of Non Payment of Fines/Penalties.

(1) The Association shall have a lien on each Living Site for any unpaid fine/penalties. Reasonable attorney's fees and all other costs and expenses incurred by the Association, to the extent allowable by law, incident to the collection of such fines/penalties or the enforcement of such lien, shall be secured by such lien and payable by the Owner on demand.

(2) The lien for such fine penalty as hereinabove provided for shall be inferior to the lien of any institutional mortgage or mortgages. Sale or transfer of the Living Site shall not affect such lien. However, the sale or transfer of any Lot which is subject to the mortgage of any institutional lender, pursuant to foreclosure proceedings under such mortgage or any proceeding or deed in lieu of foreclosure thereof, shall extinguish the lien as to payments thereof, which became due prior to such sale or transfer. However, such Owner shall remain personally liable for payment of such delinquent assessment.

(3) The Association, by and through its Board of Directors, may take such actions as they deem necessary to collect assessments of the Association including, without limitation, such actions as are expressly authorized under Section X. ASSESSMENTS, including, but not limited to, foreclosing upon the lien in the manner provided for by statute for the foreclosure of power of sale mortgages, with the cost of collection to be added to the amount of such assessment, including the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees, or Section XII ENFORCEMENT, hereof.

D. Good Faith Attempt to Remedy. The Board of Directors may, at its option, stay the continuing accrual of penalties during such time as a non compliant Owner is in good faith negotiations with the Board of Directors to cure any such non compliance.

XV. DURATION/AMENDMENT.

These restrictions and covenants shall run with the land and shall remain in effect for the maximum legal period provided. This Declaration may be amended by affirmative vote of two-thirds (2/3) of those persons qualified and voting, a notice and ballot containing the proposed amendment having been mailed by first class mail to the last known address of each Member of Page Hill Community Association, with a deadline for returning such ballot set at least 30 days after such mailing date.

**PAGE HILL
REVISED PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS
EXHIBIT "A"**

Certain tracts or parcels of land known as the Page Hill Subdivision, situate in the Town of Campton, County of Grafton, State of New Hampshire, and as depicted on the following Plans as follows:

PHASE I.

A. Lots No. T-1, T-2, T-3, and 1-1 as shown on Plan entitled "Resubdivision Of Page Hill - Phase I For Page Hill Associates, Campton, N.H., by White Mountain Survey Company, Inc., Chester E. Chellman, R.L.S., dated 1/28/86, revised to 6/19/86", recorded Grafton County Registry of Deeds as Plan #3524;

B. Lot No. 1-4, as shown on Plan entitled "Page Hill - Phase I For Page Hill Associates, Page Hill, Campton, N.H., by White Mountain Survey Company, Chester E. Cheliman, R.L.S., dated 2/25/80", recorded Grafton County Registry of Deeds as Plan #827;

C. Lots No. 1-5, 1-6, and 1-7, as shown on Plan entitled "Plan Of Boundary Line Adjustments Involving Lots 1-5, 1-6, & 1-7 At Page Hill For Page Hill Associates, Campton, N.H., by White Mountain Survey Company & Engineering, Chester B. Chellman, R.L.S., dated 1/10/83", recorded Grafton County Registry of Deeds as Plan #1808;

PHASE II.

A. Lots No. 4, 5, 6, 7, 8, 9 and A, 10, 11 and B, 12, 13, and 14, as shown on Plan entitled "Page Hill - Phase 2 For Page Hill Associates, Campton, N.H., by White Mountain Survey Company, Inc., Chester E. Chellman, R.L.S., dated 10/10/86, revised 2/12/87", recorded Grafton County Registry of Deeds as Plan #4082;

B. Lots 8-15, as shown on Plan entitled "Page Hill - Phase 2 For Page Hill Associates, Campton, N.H., by White Mountain Survey Company, Inc., dated 12/17/86, recorded Grafton County Registry of Deeds as Plan #3954;

C. See also Plan entitled "Boundary Line Agreement Verna Bent and Page Hill Association, Campton, Grafton County, N.H." Prepared by Associated Surveyors, Meredith, N.H. dated October 1987 and recorded with the Grafton County Registry of Deeds as Plan #4638.

PHASE III.

A. Lots 15 through 24 and Lots 43 and 44, except as modified by Plan #10661 and Lot 45, along with Willis Hill Court, also known as Willis Court, are as shown on Plan entitled "Page Hill-Phase 3, Campton, Grafton County, N.H., Prepared for Page Hill Associates, by Associated Surveyors, Meredith, N.H., dated December, 1987, revised to May, 1988" and recorded as Plan #5106;

B. Lot 46 is shown on plan recorded as Plan #10910.

C. Lots 25, 42, and portions of Lots 43 and 44 are as shown on plan entitled "Plan Showing PHASE 3 of PAGE HILL Campton, N.H." dated April 2002, which plan was approved by the Campton

Planning Board and recorded at Grafton County Registry of Deeds as Plan #10661.

D. That portion of Merrill Road as lies within Phase 3 is as shown on plan entitled "Plan Showing PHASE 3 of PAGE HILL Campton, N.H." dated April 2002, which plan was approved by the Campton Planning Board and recorded at Grafton County Registry of Deeds as Plan #10661.

E. There are no Lots 26-41 at Page Hill.

F. The unbuilt portion of Merrill Road along with Lot A(except that portion subdivided from and merged with lot 46), and Lots B, C and D as shown on plan entitled "Plan Showing PHASE 3 of PAGE HILL Campton, N.H." dated April 2002, which plan was approved by the Campton Planning Board and recorded at Grafton County Registry of Deeds as Plan #10661 are withdrawn from the Page Hill subdivision and are removed from the applicability of the Revised Page Hill Property Restrictions, Easements and Covenants.

G. Lots A (except that portion subdivided from and merged with lot 46), B and C as shown on plan entitled "Plan Showing PHASE 3 of PAGE HILL Campton, N.H." dated April 2002, which plan was approved by the Campton Planning Board and recorded at Grafton County Registry of Deeds as Plan #10661, are hereby subjected to the restriction that no buildings or structures shall be placed or constructed upon the 100' buffer zone as shown on said plan and further, that the land within the buffer zone shall remain in its natural state. This restriction is for the benefit of the owners of lots at Page Hill, may be enforced by any owner of lot at Page Hill and/or by an association of Page Hill lot owners, and shall run with the land.

Phase IV.

A. Lots 47-52 and 53-59 as shown on Plan entitled "Page Hill-Phase 4 Campton, Grafton County, N.H. Prepared for Page Hill Associates" dated March 1988 by Associated Surveyors, recorded at Grafton County Registry of Deeds as Plan #5384.

B. Lot 52 Phase 4 of Page Hill, in the Town of Campton, County of Grafton and State of New Hampshire, as depicted upon Plan recorded in the Grafton County Registry of Deeds on November 15, 1988 as Plan # 5385.

Meaning and intending hereby to describe Page Hill, Phases I, II, III and IV, all of which are a portion of the premises conveyed to Page Hill Associates by deed of Thomas N. T. Mullen, et al., dated November 30, 1979, recorded Grafton County Registry of Deeds at Book 1388, Page 103, excepting any portions of said premises since conveyed by virtue of deed of conveyance from Page Hill Associates and/or its successors and/or assigns.