

Catherine A. Berube

Register of Deeds, Strafford County

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**SINGH DRIVE SUBDIVISION
COUNTY FARM CROSS ROAD
DOVER, NEW HAMPSHIRE**

This Declaration of Covenants, Conditions and Restrictions is made this 11 day of December, 2020, by Raghbir Singh, having a principal mailing address of 15 Olive Meadow Lane, Dover, New Hampshire, (hereinafter together with its successors and assigns referred to as "Declarant").

WITNESSETH:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference and as shown on Plan entitled, "Open Space Subdivision of Land, prepared for Raghbir Singh, Tax Map 8, Lot No. 6-G, County Farm Cross Road, City of Dover, County of Strafford, State of New Hampshire," dated August 10, 2017, as revised, prepared by McEneaney Survey Associates, Inc. and recorded in the Strafford County Registry of Deeds as Plan Nos. 115-60 and 115-61 (hereinafter "the Plan"). Said subdivision contains 4 single-family lots numbered B/6-G-1, B/6-G-2, B/6-G-3 and B/6-G-4.

Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Subdivision. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be submitted to this Declaration. The Association hereby created may perform educational, recreational, charitable and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A," and any additional property as may by subsequent amendment be added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof; which shall run with the real property submitted to this

Declaration; and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Each and every owner by acceptance of a deed for a lot in this development agrees to be subject to this Declaration.

Article I

Definitions

Section 1. **"Association"** shall mean and refer to Singh Drive Homeowners Association, a New Hampshire nonprofit corporation to be formed, its successors and assigns.

Section 2. **"Board of Directors"** or **"Board"** shall be the elected body having its normal meaning under New Hampshire corporate law.

Section 3. **"Common Expenses"** shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation.

Section 4. **"Common Land"** shall mean that area designated as Open Space on the Plan as "Open Space", the "Proposed 30' Wide Private Right-of-Way 'Singh Drive.'", and any utility easements not granted to the City of Dover.

Section 5. **"Development"** shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

Section 6. **"Drainage and Utility Structures"** shall mean the various drainage and utility structures as shown on the plan.

Section 7. **"Item of Common Responsibility"** shall mean and refer to the Common Land, together with those areas and facilities, if any, which become the responsibility of the Association under this Declaration.

Section 8. **"Lot Assessments"** Lot assessments for common expenses provided for herein or by any supplementary Declaration shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners of the Residential Lots and of maintaining and improving the Common Land, and any improvements located thereon all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

Section 9. **"Member"** shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 10. **"Open Space"** shall mean and refer to that area depicted as "Open Space" on the Plan.

Section 11. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of any Residential Lot which is part of the Development, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 12. **"Person"** means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 13. **"Residential Lot" or "Lot"** shall mean any portion of the Development intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) the land associated herewith and known as a "Lot," and more particularly those areas shown as "lots" on the plan.

Article II

Property Rights, and Partition

Section 1. **Rights.** All owners shall have the exclusive rights to their lot(s) and any improvements thereon subject to the terms of their deed, this Declaration, and any amendments thereto. Upon its creation, the Association shall own the Common Land, subject to the easement covenants and restrictions set forth herein and any easements, covenants and restrictions of record prior to conveyance of said land to the Association. Any Owner may delegate owner's right of enjoyment to the members of owner's family, tenants and social invitees subject to reasonable regulation by the Board in accordance with any procedures it may adopt. The Association shall be responsible for the management and control of the Common Land and all improvements thereon and shall keep it in good, clean and attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the Stormwater Maintenance Plan on file with the City of Dover Planning Department. The use of the Common Land shall not be limited to members of the Association, but shall also be available to the use of private organizations and the public on such terms and conditions as may be imposed by the Association. No building and no discharge of wastewater shall be permitted on said Common Land.

Section 2. **No Partition.** There shall be no physical partition of the Common Land or any part thereof, nor shall any person acquiring any interest in a Lot or any part thereof seek any such judicial partition unless the Development, or any portion thereof shall have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration, nor shall it be construed to prevent the Board of Directors from utilizing portions of the Common Land for purposes other than shown on the original site plan, provided said uses are for the common good of the owners and meet any more specific requirements of this Declaration.

Article III

Assessments

Section 1. **Creation of General Assessment.** There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors. General Assessments shall be allocated equally among all Residential Lots within the Association no matter the size of the dwelling on the Lot and no matter the number of bedrooms in the dwelling and shall be for purposes determined by the Board to be for the benefit of the Association as a whole. Each owner, by acceptance of his or her deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with an additional assessment of Ten Dollars (\$10.00) plus interest at a rate of eighteen percent (18%) per annum, on unpaid assessments more than fifteen (15) days overdue plus costs of collection and reasonable attorneys' fees actually incurred in attempts to collect such unpaid assessments shall be a charge and lien on the land.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Residential Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Residential Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitations, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments. It is the intention of this Declaration that assessments be collected by and be paid to the Association. Such a system shall prejudice neither the right for direct collection nor the lien rights set out in Section 1 of this Article.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary and to permit such public and private organizations the use of Common Land in a manner consistent with their financial contribution. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2 of this Article.

Section 2. **Computation of Assessment.** The Board shall prepare an annual budget, and the following provisions shall apply:

It shall be the duty of the Board at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership to prepare a budget covering the estimated costs of operating the Association during the current year. This cost of operation shall include, but not be limited to, snow plowing, sanding, salting and/or repairing Singh Drive. The budget may include a capital contribution establishing a Capital fund, in accordance with a capital budget separately prepared, and shall separately list general and lot expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Residential Lot for the

following year, to be delivered to each owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments.

(a) In addition to the assessments authorized in Section 1, the Association may levy a Special Assessment in any year. So long as the total assessment per lot authorized under this Article does not exceed Five Hundred Dollars (\$500.00) in any one (1) year, or greater to the extent such is necessary for repair or replacement of Singh Drive, the Board, by majority vote, may impose such a special assessment. If such total be exceeded, any special assessment shall be effective only with the approval of a majority of the members; provided, however, any special assessment for the construction of new improvements to the Common Land shall require a seventy-five percent (75%) vote of the members.

(b) Because of the importance of landscaping to the preservation of the property values in this Development, the Declarant, for itself and the Association, reserves the right to treat the appearance of any landscaping improvements on any lot as an Item of Common Responsibility and to enter onto the lot at the sole expense of the owner as a limited special assessment chargeable to the lot owner for the purpose of maintaining or replacing landscaping. This right of maintenance and special assessment will be exercised only after written notice to the lot owner, stating a reasonable period for the owner to remedy the problem.

Section 4. Foreclosure Sales. The Association, acting on behalf of the owners, shall have the power to bid for the Residential Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. During the period owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Residential Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Residential Lot had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid common expenses; rent and attorney's fees shall be maintainable without foreclosing.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, if any, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Undeveloped Lots and Lots Under Construction. The Board of Directors shall assess undeveloped lots and lots under construction in proportion to the services rendered such lots by the Association.

Article IV

Rules and Regulations

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development, including the Common Land, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Land. In addition, the Board shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws.

Article V

Rights and Obligations of the Association

Section 1. The Common Land. The Association, subject to the rights of the owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Land, which includes, but is not limited to Singh Drive, and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, and attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Street Lighting and Landscaping and Care of Singh Drive. The Association shall be responsible for the perpetual maintenance of street ornamental lighting, if any, and landscaping within municipal and/or private right of way and on-lot drainage swales, drain pipes, berms, etc. The Association shall be responsible for the perpetual maintenance, snow plowing, sanding, salting and/or repair of Singh Drive, and shall further be responsible for that portion of the "Proposed Shared Driveway" on lots B/6-G-2 and B/6-G-3 which extends from the hammerhead of Singh Drive to the point where the driveway for lot B/6-G-2 separates from the shared driveway to enter lot B/6-G-2. In addition, the drainage swales along Singh Drive and along the Proposed Shared Driveway shall be maintained in open and operable condition, and shall not be obstructed in any manner.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within the subdivision conveyed to it by the Declarant.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or

privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article VI

Maintenance and Enforcement

Section 1. **Common Land.** The Association shall maintain and keep in good repair the Common Land, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, replacement, subject to any insurance then in effect, of all improvements and passive recreational areas, multi-purpose trails whose use may include walking, running, horseback riding and mountain biking, easements to or upon the Common Land, drainage systems and drainage structures, landscaping and other flora as may be situated upon the Common Land, and the removal of snow from and around any and all fire hydrants and cisterns located within the Development, if any. Structures consistent with Best Management Practices may be constructed within the Common Land for recreational purposes only. Cutting shall be permitted in the Common Land consistent with RSA 483-B:9 V(a). In addition, the Association shall maintain and pay the electric costs for the street lighting located within the Development, if any.

Section 2. **Open Space Subdivision Compliance.** Notwithstanding anything herein to the contrary, or within the By-Laws of the Association, this subdivision represents an open space subdivision, as defined by Article 155-23, of the City of Dover Subdivision Regulations, and, as such, the following provisions shall apply to the subdivision, and shall take precedence over any terms or conditions set forth within this Declaration or the Association By-Laws.

(a) In the event that the Association or any successor organization shall fail to maintain the Open Space in a reasonable order and condition, the Dover Planning Board may serve written notice upon the Association and shall demand that any deficiencies of maintenance be cured in thirty (30) days of receipt of said notice. The Board of Directors of the Association shall insure that proper care of said Open Space is continued. The Board of Directors responsibilities shall include, but not be limited to, passive and active recreational areas, retention ponds, drainage easements and common septic disposal systems, if any.

(b) In the event that the maintenance deficiencies have not been resolved within said prescribed time limits, the cost of maintenance by another party, other than the City of Dover, shall become a tax lien on the Lots within the subdivision. Entry and maintenance of said Open Space shall not exceed a period of one (1) year.

(c) Before the expiration of said year, the Dover Planning Board shall, upon its initiative or upon the request of the organization heretofore responsible for the maintenance of the Open Space, call a public hearing upon fifteen (15) days' notice to the Association or to the residents and owners of the development, at which hearing the Association or the residents or owners of the development shall show cause why such maintenance by the third party shall not, at the election of the City of Dover, continue for a succeeding year.

(d) If the Dover Planning Board determines that the Association is able to maintain said Open Space in a reasonable condition, the City of Dover shall cease to have such space maintained at the end of the prescribed time limit.

(e) If the Dover Planning Board determines that the Association is not able to maintain said Open Space in a reasonable condition, the City of Dover may continue to have such land maintained by a third party for a succeeding year, subject to a similar hearing and determination in each year thereafter. The decision of the Dover Planning Board in each such case shall constitute the final administrative decision subject to judicial review.

(f) The cost of such maintenance shall be assessed proportionately against the Lots within the development that have a right of enjoyment of the Open Space and shall become a tax lien on said properties. The City of Dover, at the time the third party enters upon said Open Space for the purpose of maintenance, shall file a notice of such lien in the office of the City of Dover Assessor and the Registrar of Deeds for Strafford County upon the properties affected by such lien within the development, and the same shall be discharged by the City of Dover upon payment as with other liens.

Section 3. The Open Space shall be subject to the following Conservation Restrictions, in perpetuity, as follows:

(a) It shall be prohibited to construct a building within the Open Space; and

(b) It shall be prohibited to discharge wastewater to the Open Space; and

(c) These restrictions are imposed pursuant to RSA 477:47, as amended, and in accordance with the regulations of the New Hampshire Department of Environmental Services, found at Env-Wq 1005.11(b)(3) and 1005.11(g); and

(d) The ownership of the Open Space by the Association shall not serve to merge the Conservation Restrictions set forth herein for the purposes of eliminating the Conservation Restrictions.

(e) Each septic shall be designed for approval by the New Hampshire Department of Environmental Services, in a manner that shall prevent discharge waste water in the Open Space. Each owner of each septic system shall maintain said system to prevent any such discharge.

Section 4. Wetlands, Wetland Buffers and External (Perimeter) Boundary Buffer. It shall be prohibited to cut trees or disturb all area, as depicted on the Plan, that are identified as Wetland, Wetland Buffer and or Perimeter Buffer. Notwithstanding the foregoing, nothing contained herein shall prohibit the cutting of dead, dangerous or diseased trees, as recommended by a licensed arborist, with ten (10) days' notice from the Association of such cutting provided to the Dover Planning Department, or with such notice thereafter in the case of an emergency situation.

Article VII
Insurance and Casualty Losses

Section 1. **Insurance.** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Land against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Land, all improvements which are the Association's responsibility, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar per person limit, as respects bodily injury, a One Million (\$1,000,000.00) Dollar limit per occurrence and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit. Premiums for all insurance on the Common Land shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Land shall be included in the General Assessment, as defined in Article III, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in New Hampshire and holding a rating of XI or better in the Financial category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Land shall be for the benefit of the Residential Lot Owners and their mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with the insurance purchased by individual owners, occupants or their mortgagees, and the insurance carried by the Association shall be primary.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the owners and their respective tenants, servants, agents and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) No policy may be canceled, invalidated, or suspended on account of any one or more individual owners;

(iv) No policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any owner or mortgagee; and

(v) Any "other insurance" clause in any policy exclude individual owners' policies from consideration.

Section 2. **Disbursements of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Land, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected owner or owners and their mortgagee(s), as their interests may appear, if any Residential Lot is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Residential lot and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Land for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 2(a) hereof.

(c) If any funds should be turned over to the Association as compensation for damage or destruction to the residential lots or the improvements thereon, said proceeds should be turned over to the owner of said lot and/or its mortgagee in proportion to the damage to said lot and the improvements thereon.

Section 3. **Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of

Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Land shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association and at least fifty-one percent (51%) of the Eligible Mortgage Holders shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association with said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Land damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Land shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Land by the Association in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all owners in proportion to the number of Residential Lots owned by such owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Article VIII

Condemnation

Whenever all or any part of the Common Land shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf and on the behalf of all Owners of Residential Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Trustee for all owners and their mortgage holders, to be disbursed as follows:

If the taking involves a portion of the Common Land on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least

seventy-five (75%) percent of the members of the Association and at least fifty-one percent (51%) of eligible mortgagees shall otherwise agree, the Association shall replace such improvements so taken on the remaining land included in the Common Land, to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Land, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article IX

Standards Governing Residential lots

INTRODUCTION

These Standards Governing Residential Lots apply to and include all single-family residential lots within the Development. The lots and homes of the subdivision shall have the mutual burden and benefit of the following restrictions, conditions and covenants on the use and occupation thereof, which restrictions, conditions and covenants, except as otherwise allowed or provided by law, shall run with the land and be binding on and inure to the grantor and the owners of the lots and successors and assigns.

PURPOSE

The following restrictions, conditions and covenants are adopted for the benefit of the Lot owners of the subdivision. They are intended to develop and preserve a clean and attractive environment, and to assure the peaceful enjoyment of the lots and the common area. They are also intended to protect and enhance the value of all lots within the subdivision.

1. APPROVALS OF PLANS

So long as Declarant owns a lot within the subdivision, no lot owner shall begin to construct a residence until plans have been submitted to Declarant for review and approval. Plans submitted shall consist of floor plans, elevation plans showing all facades, specifications, exterior color, roof color, garage orientation, landscaping, fencing and any proposed tree cutting.

Construction of homes shall, in the Declarant's sole discretion, include the following architectural features:

- (1) Enlarged corner boards, minimum 6 inches in width on colonial style homes;

- (2) No pressure treated or pre-cast front steps;
- (3) The Declarant shall supply each lot with a granite post on which the lot owner will place the lot number or address of the lot in a manner in keeping with character of the subdivision and subject to the approval of the Declarant as part of the approval process set forth herein. Mailboxes approved by the Declarant may be attached to the post at the sole expense of the lot Owner.
- (4) The Declarant reserves the right to approve alternate architectural features in keeping with the character and quality of the subdivision.

The Declarant may approve, disapprove or approve with conditions, in its sole and absolute discretion, any plans submitted to it within 20 calendar days after submission. If the Declarant fails to act within said 20 days said plans shall be deemed approved.

No subsequent modifications or improvements, including accessory buildings, in ground swimming pools, fences/and/or walls shall hereafter be constructed on any lot, nor shall any substantial alterations to the exterior of the structure (including color, roof color, or landscaping) be made except in conformity with these covenants and restrictions. So long as the Declarant owns a lot within the subdivision, approval as provided in this paragraph, shall be required for such changes. Such changes shall also require the approval of the architectural review committee, if any, thereafter.

No approval need be recorded at the Strafford County Registry of Deeds. If a lot owner has violated the provisions of this covenant, the Declarant, so long as it owns a lot within the subdivision, may record a notice of violation at the Strafford County Registry of Deeds. The Declarant may also bring an enforcement action. Provided that, if no enforcement action is commenced in the Strafford County Superior Court with regard to said violation within one year after the recording of the notice of violation, the notice shall be deemed to have expired and be of no further force and effect. In the absence of the recording of such notice all persons may presume that there is no violation of this covenant.

No one, including homeowners or anyone holding by, through or under a homeowner, shall have any right at law or in equity or otherwise against the Declarant, its Agents or Employees arising out of the exercise or non-exercise of its rights pursuant to this paragraph save only for any action taken in bad faith.

The Declarant shall not be obligated to maintain any plans, specifications, or records of approvals upon the expiration of 60 days after its last sale of a lot within the subdivision.

2. MINIMUM SIZE OF RESIDENCE

- a. There shall be no minimum residence size for any house constructed on any Lot within the subdivision.

3. EXTERIOR SURFACES, COLOR

All structures shall have exterior wall surfaces covered with vinyl, brick or stone veneer, approved stucco application, or cedar clapboards or shingles or a combination of any of the aforesaid. Aluminum siding or any other similar materials may be allowed at the sole discretion of the Declarant. Roofing materials shall be either wood shingles or "architectural" shingles. All dwellings shall be constructed on poured concrete foundations.

Fireplaces and chimneys visible from the exterior of the dwelling shall be constructed of brick, stone, or approved stucco application. Zero clearance fireplaces are also permitted.

Exterior color paint chips shall be submitted to the Declarant for approval prior to start of exterior painting. Colors should be chosen in natural, neutral tones.

4. FOUNDATION ELEVATIONS

A maximum of twenty-four (24) inches of foundation may be exposed above the finished landscape grade.

5. GARAGES

Garages shall be oriented, insofar as practical, with the garage entry facing the side or rear of the lot. If it is necessary that the garage entry face the street, garage doors shall be equipped with electric openers.

6. STONE WALLS AND FENCES

Stone walls that are in place upon the sale of the lot by the Declarant, shall remain intact unless removal or alterations are approved by the Declarant, so long as it owns a lot within said subdivision, or the Architectural Review Committee, if any, thereafter.

All fencing shall be wood or natural stone. No chain link fencing is permitted except to enclose swimming pools. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved tennis court layout or swimming pool enclosure. All fences shall be constructed with finished side facing away from the dwelling.

All proposed fencing must be approved by the Declarant so long as it owns a lot within said subdivision, or the Architectural Review Committee, if any, thereafter. A lot owner wishing to install any fence shall submit a drawing of such fencing and a sample of materials to be used to the Declarant prior to installation.

7. LANDSCAPING

a. Attractive landscaping is an essential element of the maintenance of property values in a subdivision. As such, the Declarant reserves the right for as long as it owns any lots in the

subdivision, to require landscaping to be utilized which, in its sole discretion, is in keeping with the character of the subdivision and which will maintain property values. All landscaping, as approved in the site plan for approval, will be finished concurrently with substantial completion of the dwelling. Provided however, that if substantial completion does not occur before November 15, the landscaping shall be completed on or before June 15th of the following year.

Landscaping shall include, but not be limited to, front and side lawns, shrubs and plantings and a front walkway, each to be approved as provided herein.

b. Before or at the time of closing, the purchaser of any lot shall be required to make arrangements satisfactory to the Declarant to ensure completion of landscaping in accordance with the approved landscaping plan and in a timely manner as specified in paragraph (a) above.

c. No pouring of any chemicals, detergents, toxins, or the discharging of wastes is allowed on or within any portion or part of the subdivision, the open space, or the drainage system. Pesticides and chemical fertilizers should be avoided, whereas the use of natural lawn products for maintenance is recommended. Nothing contained herein, however, shall impose an obligation on the part of Declarant or the Homeowners' Association to monitor or control the use of pesticides and chemical fertilizers on individual lots.

d. The owners of Lots B/6-G-2 and B/6-G-3 shall not erect any fencing or shrubbery on those lots adjacent to the "Proposed Shared Driveway" within the area between the end of the hammerhead on Singh Drive and the point where the driveway for lot B/6-G-2 separates from the shared driveway. The purpose of this restriction is to protect the views and rights of the owners of Lots B/6-G-1 and B/6-G-4 along the sidelines of their lots adjacent to the shared driveway.

8. TREE REMOVAL

No healthy living trees with a diameter in excess of six (6) inches shall be cut at any time within fifteen (15) feet of any property line including the lot frontage on the roadway, without the express approval of the Declarant. The lot plan submitted under these covenants shall indicate the area within which the lot owner desires to cut trees for construction of the dwelling.

Within fourteen (14) days of cutting, any felled trees shall be cut up and the logs stacked neatly. Any stumps or slash shall be buried or removed from the lot. If buried, the location shall be approved by the Declarant so long as it owns a lot within said subdivision, or the Architectural Review Committee, if any, thereafter.

9. LAND USE AND BUILDING TYPE

Each lot shall be used only for residential purposes. Such use must conform fully with the City of Dover Zoning Ordinances. All single-family dwellings shall have an attached or drive-under garage. No dwellings shall be used as a boarding house or tenement house nor shall the owner of any property offer bed and breakfast accommodations, so-called, or otherwise take in tenants. Nothing herein shall prohibit an in-law apartment or home office on any single-

family lot if allowed by the City of Dover zoning ordinances, but the use shall otherwise be restricted to single family residences. Nothing herein shall prevent an owner from renting his house in its entirety as a leasehold.

No metal buildings are permitted.

No all terrain vehicles, off road vehicles or snowmobiles shall be used on the premises nor shall any such vehicles nor any commercial vehicles, pleasure or commercial boats, motor homes, campers, powered or non-powered, be kept on the premises except out of sight of the roadway or stored in a garage or outbuilding conforming to these covenants. Unregistered or uninspected automobiles or automobiles being repaired or refinished over a period in excess of seven (7) consecutive days shall be stored in a garage or other enclosed structure.

10. SUBDIVISION

There shall be no further subdivision of any lots except for boundary line adjustments between abutters, which do not create additional buildable lots.

11. TIME FOR CONSTRUCTION

The construction of any building shall be completed within nine (9) months from the time construction is begun. Completion is defined to include, but not be limited to, exterior finishing, landscaping, paving and painting.

12. BUILDING AND SITE MAINTENANCE

During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked on site or placed within the incomplete structure. Stockpiling of materials and parking of construction vehicles and equipment when not in use shall be no closer than 50 feet from the roadway.

Construction debris shall be kept in a dumpster and the Declarant shall have the right to impose additional reasonable controls on construction.

Any disturbance to the land area within the subdivision roadway thirty (30) foot right of way shall be repaired to include grading, loam and seed, and replacement of any shrubs or plantings, which have been damaged or destroyed.

13. ANIMALS AND PETS

No livestock or poultry of any kind shall be kept on any lots. Domestic dogs and cats are permitted provided that no kenneling or breeding for commercial purposes shall be allowed.

14. YARD MAINTENANCE

All lot owners shall maintain lawns and landscaping in an attractive manner. By way of example, but not of limitation, the front yards shall be kept free of children's swing sets, swimming pools, clotheslines, antennas or satellite dishes with diameters larger than 24 inches, or the like.

15. SIGNS

No signs or billboards shall be erected or displayed on any lot or building thereon except a size not exceeding four (4) square feet as may pertain to the lease or sale of a lot or home.

16. RUBBISH DISPOSAL

No dumping, burning, or burying of rubbish, waste, trash, garbage or other refuse shall be permitted. Garbage, trash and other refuse shall be kept in closed containers which shall be screened from sight or located within a building, and removed at regular intervals.

17. FUEL STORAGE

No external tank for fuel storage shall be maintained unless buried, screened from sight or located within a building.

18. ENFORCEMENT

Enforcement shall be by (1) the Declarant, so long as it owns a lot within the subdivision; and/or (2) any land owner; and/or (3) the Association; and/or (4) the Architectural Review Committee, if any, against any person violating or attempting to violate any covenant herein established to enjoin the violation and/or recover damages. The prevailing party shall be entitled to recover costs and reasonable attorneys fees.

19. SEPARABILITY

Invalidity of any covenant by court order shall not affect the remaining covenants which shall remain in full force and effect.

20. EASEMENTS

Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement. The easement area of each lot and all improvements in it

shall be maintained by the owner of the lot, except for those improvements for which a public authority or public or private utility company is responsible.

21. TERMS: AMENDMENTS

These covenants shall run with the land and be for the benefit of lots within the subdivision, and shall be binding on all lots, all purchasers of lots, and all parties and all persons claiming thereunder, for a term of Twenty-five (25) years from the date of recording. After the first twenty-five (25) year period, these covenants shall automatically extended for successive ten (10) years periods unless an instrument signed by a two thirds majority of the then owners of the lots has been recorded repealing said covenants.

The Declarant shall have the right in his sole and absolute discretion, to amend these covenants for so long as it owns any lot within the subdivision.

After the Declarant no longer owns any lots these covenants may be amended, at any time, by an instrument in writing executed with all the formalities of a deed and recorded at the Strafford County Registry of Deeds by the then owners of a two-thirds majority of the lots in the subdivision. It is the specific intent of this paragraph that each lot shall have one vote to amend these covenants.

A lot owned in co-tenancy, or by a corporation, or by a trust or by other entity recognized by law shall be entitled to one vote, it being the responsibility of the entity owning the lot to select the individual who shall exercise the vote for said lot.

After Declarant no longer owns any lot within the subdivision a two-thirds majority of the then lot owners may, but need not, by written instrument recorded at the Strafford County Registry of Deeds, establish an Architectural Review Committee to perform the duties herein described.

General Provisions.

(a) Declarant, as long as it owns an interest in any lot or remains obligated for any development work, reserves the right to itself, its agents, employees, contractor and subcontractors, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the Development as well as to abate, remove or correct any violations of these restrictions, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong, however, the provisions of this paragraph shall not be deemed to obligate the Declarant to in fact take such action before or after it has turned over authority or responsibility for enforcement of these covenants to a successor subdivider/developer or to the Association.

(b) Declarant or the Association, upon relinquishment of the Declarant's enforcement rights, shall have the ability to assess a penalty in the amount of One Hundred Dollars (\$100.00) per day for the violation or breach of any of the covenants, conditions, reservations or

restrictions contained in this Article X, upon failure of a lot owner to cure such violation within fourteen (14) days after notice by certified mail to the owner's last known address.

(c) Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(d) Failure to specifically refer to and include or incorporate these covenants in any deeds to lots shall not in any manner affect the validity and effectiveness of these restrictions upon any lot hereby made subject to them.

Article X

Mortgagee Provisions

The following provisions apply to the Development, and none may be amended materially without the consent of at least fifty-one (51%) percent of the Eligible Mortgagees; provided, however, that if an Eligible Mortgage Holder has been notified by certified or registered mail, return receipt requested, and has not responded within sixty (60) days after receipt of such notification, the consent of that mortgagee shall be implied for whatever lot or lots that mortgagee has, holds, insures or guarantees the mortgage on.

Section 1. **Consent of Lenders Required.** A change to any of the provisions governing the following items would be considered to be material:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amounts by more than twenty-five percent (25%);
- (c) Changes in provisions regarding assessment liens or the priority of assessment liens;
- (d) Responsibility for maintenance and repairs;
- (e) Reductions of reserves for maintenance, repair and replacement of common elements;
- (f) Reallocation of interests in the general or limited common elements or rights to their use;
- (g) Redefinition of any lot boundaries;
- (h) Convertibility of lots into common elements or vice versa;
- (i) Expansion and contraction of the project, or the addition, annexation or withdrawal of property to or from the project other than as provided for in Article II hereof,

provided, however, that the exercise of rights retained by the Declarant in Article VIII hereof shall not require such consent;

- (j) Hazard or fidelity insurance requirements;
- (k) Imposition of any restrictions in the leasing of lots;
- (l) Imposition of any restriction on lot owners right to sell or transfer his or her lot;
- (m) Restoration or repair of the project (after damage or partial condemnation) in any manner other than that specified in the Declaration; or
- (n) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Section 2. **Payment of Taxes.** First mortgagees of Residential Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Land and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Land. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 3. **No Priority.** No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee of a Residential lot pursuant to its mortgage in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or taking of Common Land.

Section 4. **Notice to Mortgagee.** An eligible mortgagee shall be given timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the lot securing the mortgage.
- b. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any lot on which it holds the mortgage.
- c. A lapse, cancellation or material modification of any insurance policy maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

Section 5. **Management Agreement Limitations.** Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee with thirty (30) or fewer days' written notice.

Article XI

General Provisions

Section 1. **Term.** The covenants and restrictions of this Declaration shall run with and bind the Development, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 2. **Amendment.** This Declaration may be amended at any time by the Declarant so long as the Declarant retains the ownership of at least one Residential Lot. Once the Association has assumed responsibility, the Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing seventy-five percent (75%) of the total voting power of the Association. Any amendment must be recorded at the Strafford County Registry of Deeds. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege; nor shall any amendment alter any municipal obligation undertaken by Declarant or the Association, without the written consent of the City of Dover or its Planning Board, as the case may be. There shall be no amendment as to the Conservation Restrictions set forth in Article VI, Section 3, as such Conservation Restrictions are to remain a burden to the Open Space in perpetuity.

See also Article X relative to mortgagee rights for eligible first mortgagees with regard to amendments.

Section 3. **Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 4. **Delegation of Use.** Any owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Land and facilities to the members of his or her family, tenants and social invitees.

Section 5. **Owner's Right to Ingress, Egress and Support.** Each owner shall have the right to ingress and egress over, upon and across the Proposed 30' Wide Private Right Of

Way "Singh Drive" necessary for access to his or her Residential Lot and shall have the right to lateral support for his or her Residential Lot, and such rights shall be appurtenant to and pass with the title to each Residential Lot.

Section 6. Easements for Utilities, Maintenance, Etc.

(a) There is hereby reserved to the Declarant and subsequently to the Association the power to grant blanket easements upon, across, over and under all of the Common Land and Residential Lots for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems and all utilities, including, but not limited to, gas, water, sewers, telephones, cable T.V., electricity, fire protection, security and any communication medium, whether or not such easement is shown on the Plan. By virtue of any such easement, it shall be expressly permissible for the providing utility company, including, but not limited to Eversource, f/k/a PSNH, or other supplier or servicer to erect and maintain the necessary poles or other equipment above or below ground on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences on any residential lot. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall grant such easement on said property. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development. The Declarant and/or the Association shall have the right of entry to any lot to perform emergency repairs or do other work necessary for the maintenance of the project.

Section 7. Renting or Leasing of Residential Lots. Lots may be rented or leased. In the event that a lessee, occupant or person living with the lessee violates a provision of the Declaration, By-Laws or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board shall also have the power to impose reasonable fines upon the lessee for any violation by the lessee, occupant or person living with the lessee of any duty imposed under the Declaration, By-Laws or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant or person living with the lessee to use the Common Land.

Any such lease or rental agreement shall be in writing and shall be expressly subject to the requirements of the Declaration, By-Laws and mandates of the Association. No lot may be leased or rented for less than seven (7) days.

Section 8. Abandonment of Legal Status. If the legal status of the project shall be terminated for reasons other than substantial destruction or condemnation, said abandonment shall be agreed to by Eligible Mortgage Holders that represent at least sixty-seven percent (67%) of the votes of the mortgaged lots. The provisions regarding responses of Eligible Mortgage Holders contained in Article X shall apply to this section as well.

Section 9. Rights of Action. The Association and any aggrieved lot owner shall have the right of action against any lot owner or owners who fail to comply with the provisions

of the Declaration or By-Laws, or decisions made by the Association. Lot Owners shall also have similar rights of action against the Association.

Section 10. **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.

Section 11. **Well Radius Easement.** This Declaration and the Common Land is **SUBJECT TO** the burden of an easement granted to the Owners and their successors and assigns upon the Open Space, as depicted on the Plan and upon the Open Space as required. This easement shall permit the radius of the well of the Owners to extend a distance of seventy-five feet (75') as shown on the Plan. It is understood that the protective well easements shown on the Plan are an approximate location of such easements.

Section 12. **Utility Easement.** This Declaration and the Common Land is **SUBJECT TO** the burden of an easement reserved entitled "Proposed 20' x 20' (400 S.F.) Utility Easement," as depicted on the Plan. This easement shall permit the location, operation, use, maintenance, and repair of a future water main within the subdivision, as depicted on the Plan.

Section 13. **Private Roadway Access and Utility Easement.** This Declaration and the Common Land is **SUBJECT TO** the burden of a Private Roadway Access and Utility Easement to be used in common and for the benefit of all Lot Owners for ingress and egress to and from County Farm Cross Road and for grading and drainage, as necessary, which is shown as "Proposed 30' Wide Private Right of Way 'Singh Drive'." This easement shall also permit the location, operation, use maintenance, and repair of utilities to service the Lots. The maintenance of the easement area upon each lot shall be the responsibility of the respective Lot Owners. NOTE: The Declarant and its successors, heirs and assigns understand that Singh Drive is a private road, and is intended to remain private. In order to be petitioned for acceptance as a public way, the following three conditions shall be met: An affirmative vote of a super majority (75% vote of Members) of the Association, removal of any encumbrances upon the right of way (e.g. no private utilities within it without a license granted by the City), and an amended Subdivision Plan approved by the Dover Planning Board showing the road as public

Section 14. **External Boundary Buffer.** This Declaration and the Common Land is **SUBJECT TO** the burden of a no cutting or disturbance 50' External Boundary Buffer, as shown on said Plan.

Section 15. **Sewage Loading Easements.** This Declaration and the Common Land is **SUBJECT TO** the burden of certain Sewage Loading Easements as depicted on the Plan entitled, "Sewage Loading Easement Plan, Prepared for Raghbir Singh, Tax Map B, Lot No 6-G, County Farm Cross Road, City of Dover, County of Strafford, State of New Hampshire," dated January 18, 2018, prepared by McEneaney Survey Associates, Inc., and recorded at the Strafford County Registry of Deeds as Plan 115-61, as the following:

"B/6-G-1 Sewage Loading Easement" for the benefit of Lot 1;

"B/6-G-2 Sewage Loading Easement" for the benefit of Lot 2;

"B/6-G-3 Sewage Loading Easement" for the benefit of Lot 3; and
"B/6-G-4 Sewage Loading Easement" for the benefit of Lot 4.

These easements shall be for the purposes of providing sewage loading capacity for a residential dwelling unit to be constructed in and on the respective lots in Dover, New Hampshire. These easements shall be in perpetuity and shall run with the land and shall be deemed to include all rights of access and egress to the easement areas and all rights to maintain the easement areas for the above purposes.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this
11 day of December, 2020.

J. L. J. Smith
Witness

By: Ragbir Singh
Ragbir Singh, as Declarant

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 11 of 12, 2020, before me, the undersigned Officer, personally appeared Ragbir Singh, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

Francis X. Bruton, III
Notary Public / Justice of the Peace
My commission expires: _____



EXHIBIT A

Lots numbered B/6-G-1, B/6-G-2, B/6-G-3, and B/6-G-4; the Open-Space; the roadways and rights-of-way as located on or around County Farm Cross Road, City of Dover, County of Strafford, State of New Hampshire, and as more particularly shown on plans approved by the Dover Planning Board on 3/14/18, entitled "Open Space Subdivision of Land, prepared for Raghbir Singh, Tax Map 8, Lot No. 6-G, County Farm Cross Road, City of Dover, County of Strafford, State of New Hampshire," dated August 10, 2017, as revised, prepared by McEneaney Survey Associates, Inc., and recorded in the Strafford County Registry of Deeds as plans numbers 115-60 (the "Plans").