

**BYLAWS OF THE
MANNING HILL HOMEOWNERS ASSOCIATION, INC.
Amendment 1**

ARTICLE I

PURPOSE AND OFFICES

1.1 **Purpose.** The administration of the Manning Hill Subdivision shall be governed by these Bylaws. All present and future holders of any interests in a lot of land (individually "Lot" or collectively "Lots") within the subdivision of land (the "Manning Hill Subdivision") as shown on a plan of land entitled "Tax Map 216, Lot 2 & 3, Manning Hill, River Road, Manchester, NH, Subdivision and Consolidation Plan," Sheet 1 of 2 and Sheet 2 of 2, dated June 6, 2016, as amended, prepared by CLD Consulting Engineers, recorded as Plan #39412 of the Hillsborough County Registry of Deeds, as may be amended from time to time (the "Plan") shall be members of the Manning Hill Homeowners Association, Inc. (the "Association") and shall hold said interest subject to these Bylaws, and the Rules and Regulations. The Manning Hill Homeowners Association, Inc. is a "property management association" organized and operated for the management and maintenance of "association property" as those terms are defined in Article 528 of the Internal Revenue Code of 1954, as amended for the purpose of administering the responsibilities of the Association set forth in a Declaration of Easements and Covenants by Manning Hill, LLC dated August 1, 2017, and recorded at Book 9003, Page 2817 of the Hillsborough County Registry of Deeds (the "Easement Declaration") and the Declaration of Covenants and Restrictions for Aesthetics for Manning Hill Subdivision, Manchester, New Hampshire, dated September 1, 2017, and recorded at Book 9004, Page 1637 of the Hillsborough County Registry of Deeds (the "Aesthetics Declaration"), collectively (the "Declarations"). No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, 1(c) hereof) to the benefit of any Lot owner (individually "Owner" and collectively "Owners").

1.1.2 **Definitions.** Terms in these Bylaws have the meaning specified for them in the Declarations.

1.1.3 **Applicability.** The provisions of these Bylaws are applicable to the Owners, the Association, and the Board. All present and future Owners, tenants, guests, licensees, agents, employees, contractors, and any other person who shall use or occupy the Lots shall be subject to these Bylaws and the Rules promulgated hereunder. By accepting a deed, or by entering into a lease, or by occupying a Lot, such action or actions shall constitute an acknowledgment that such Owner, tenant, or occupant has accepted and ratified these Bylaws and any Rules and Regulations, and will comply with them.

1.2 **Office.** The principal office of the Manning Hill Homeowners Association and of the Board of Directors shall be located within the Manning Hill Subdivision in the City of

Manchester, Hillsborough County, State of New Hampshire, or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

HOMEOWNERS' ASSOCIATION

2.1 All of the Owners, acting as a group in accordance with these Bylaws, shall constitute the Association, which shall have the responsibility of administering, establishing the means and methods of collecting the assessments for expenses relating to the management of the Association and performing all of the acts that may be required to be performed by the Association. Except as to those matters which these Bylaws specifically require to be performed by the vote of the Owners, the administration of the Association shall be performed by the Board of Directors (as more particularly set forth in Article III herein).

2.2 Voting. Each Lot shall be entitled to one (1) vote. Because an Owner may be more than one person, such person or persons collectively, as the case may be, shall be considered to be a singular Owner of a Lot. If only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot. But, if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if anyone of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, an Owner. A majority of the votes of all Lots, in good standing and entitled to vote, voting in person or by proxy, is required to adopt decisions at any meeting of the Association. In any vote, the total number of votes able to be cast shall be equal to the total number of Lots.

2.3 Place of Meetings. All meetings of the Association shall be held at the principal office of the Association or at such place as may be designated by the Board of Directors and stated in the notice of the meeting. Such place may be either within or outside the State of New Hampshire, as may from time to time be designated by the Board of Directors and in the notice of such meeting. If no designation as to place is made, then the place of meeting shall be the principal office of the Association. The Board of Directors may designate that any meeting be held via web-based video conference with attendance instructions provided to designate the meeting place.

2.4 Annual Meetings. The first annual meeting of the Association shall be held on a date within one (1) year after the formation of the Association. Notice of such meeting shall be given in accordance with the provisions of this Article. Thereafter, the annual meetings of the Association shall be held at approximately the same time of year, or on such other date as may be designated by the Board of Directors and in the notice of such meeting. At such annual meetings, the Board of Directors shall be elected by ballot of the Owners of Lots in accordance with the requirements of these Bylaws. The Association may transact such other business as may properly come before it at such meetings.

2.5 Special Meetings. A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the Chairman of the Board, if any, or the President, if so, directed by Resolution of the Board of Directors, or upon a petition signed and presented to the Secretary by at least five (5) of the Lot Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Notice of Meeting. It shall be the duty of the Secretary to e-mail or to mail, by United States Postal Service, first class, postage pre-paid, a notice of each annual meeting or special meeting of the Association at least twenty-one (21) days in advance of each annual meeting, and at least seven (7) days in advance of each special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner at their e-mail or the address of their respective Lots, or at such other address as each Owner may have designated by notice in writing to the Secretary. The e-mailing or mailing of a notice of meeting in the manner provided in this Article shall be considered service of notice.

2.7 Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Lot by the Board of Directors as hereinafter provided, together with interest, costs, attorneys' fees, penalties, and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

2.8 Proxies. The vote appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice of such revocation to the person presiding over the meeting by the Lot Owner or by any of such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority at the time of the execution to execute deeds on behalf of the person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

2.9 Quorum. A quorum shall be deemed to be present throughout any meeting of the Association, until adjourned, if persons entitled to cast the majority of the votes are present at the beginning of the meeting, in person or by proxy.

2.10 Order of Business. The order of business at all meetings of the Association may be as follows: (i) roll call, (ii) recitation of proof of notice of meeting, (iii) reading of minutes of preceding meeting, (iv) reports of officers, (v) reports of the Board of Directors, (vi) reports

of committees, if applicable, (vii) election of Directors, if applicable, (viii) unfinished business, and ix) new business, any of which may be waived.

2.11 Conduct of Meeting. The President, or his designate, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting, and record all resolutions adopted by the meetings, as well as a record of all transactions. Robert's Rules of Order shall govern the conduct of all meetings of the Association, when not in conflict with the Declarations or Bylaws.

ARTICLE III

BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Association shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board"), which shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as necessary for the administration of the affairs of the Association, and which may do all such acts and things which are not done by the Association, as provided for by the Declarations or Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the maintenance of the easements described in the Easement Declaration (the "Easements") provided that such Rules shall not be in conflict with the Declarations or these Bylaws. The Board of Directors may elect one of its members to serve as Chairman of the Board. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in connection with which there shall be established the assessment of each Lot Owner for the expenses of managing the Easements ("Common Expenses");

(b) Making assessments against Lot Owners to defray the Common Expenses, collecting such assessments from the Lot Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Association. Unless otherwise determined by the Board, the annual assessments against each Lot Owner for his proportionate share of the Common Expenses shall be payable in annual installments, each such installment to be due and payable within thirty (30) days of assessment; it is intended that the costs associated with the Easements, shall be borne by all twenty-five Lot Owners;

(c) Providing for the operation, management, repair, replacement and maintenance of all the Easements, as set forth in the Easement Declaration, subject to the reimbursement or reallocation of costs as is set forth in the preceding paragraph;

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Easements, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties (which equipment, supplies and material shall be the common property of the Owners);

(e) Making and amending Rules regarding the use of the Easements and enforcing by legal means the provisions of the Easement Declaration, these Bylaws, and the Rule and Regulations, and bringing any proceeding which may be instituted on behalf of the Owners.

(f) Obtaining and carrying insurance against casualty and liability, as provided in these Bylaws and the Easement Declaration, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Easements after damage or destruction, in accordance with the other provisions of these Bylaws;

(g) Keeping books with detailed accounts of the receipts and expenditures affecting the Association, and the administration of the Association. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be reviewed at least once a year by an outside qualified professional employed by the Board of Directors who shall not be an Owner. The cost of such review shall be a Common Expense. The books, records, financial statements and annual financial review report of the Association as well as copies of the current Declarations, Bylaws and the Rules and Regulations shall be available for examination by prospective purchasers, the Owners, their duly authorized agents or attorneys, and any holder, insurer or guarantor of a first Mortgage on a Lot, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of such persons. A copy of the annual review report shall be supplied to any holder, insurer, or guarantor of a first Mortgage on any Lot who requests the same in writing to the Secretary.

(h) To do such other things and acts not inconsistent with these Bylaws, the Rules and Regulations, and with the Declarations.

3.2 Managing Agent. The Board may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Art III. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b) through (f) of Section 3.1 above shall require the written consent of the Board. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated without cause upon no more than sixty (60) days written notice, and without payment of a termination fee.

3.3 Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of no less than two (2) and no more than three (3) members, and every member of the Board must be a current Lot Owner of record, and each member of the Board shall be elected by a majority of all Lot Owners of record.

3.4 Term of Office. Once elected, each Director shall hold office for a term of three (3) years or until he or she resigns, or until he or she is no longer a Lot Owner of record, or until he or she is voted out by a majority of the Lot Owners and a replacement Director is elected by a majority of the Lot Owners of record.

3.5 Organizational Meeting. The first meeting of the members of the Board of Directors shall be at the same time and place as the first annual meeting of the Owners, and no notice shall be necessary to the Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

3.6 Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall determine from time to time by resolution, provided that there is at least one meeting during any twelve-month period.

3.7 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, if any, or at the request of any two (2) Directors in office at the time. By resolution, the Board shall determine the means and manner of any notice (e.g. mail, facsimile, telephone, or electronic mail). Notice of any special directors' meeting shall be given to each Director at least five (5) days before the day on which the meeting is to be held. Every such notice shall state the time, place, and purpose of the meeting.

3.8 Waiver of Notice. Any Director may waive notice of any meeting by given written notice of his or her waiver of notice within ten (10) days before or after the meeting. Attendance at a meeting shall constitute waiver of notice.

3.9 Quorum and Manner of Acting. A majority of the total number of Directors then holding office shall constitute a quorum for the transaction of business at any meeting except where otherwise provided by Declarations or these Bylaws; but less than a quorum may adjourn the meeting.

3.10 Vacancies. Vacancies shall be filled by vote of the majority of the Lot Owners of record, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy.

3.11 Removal of Directors. A Director may be removed with or without cause and his successor elected at any duly called regular or special meeting of the Lot Owners' Association with a majority affirmative vote of the total votes in the association.

3.12 Compensation. No Director shall receive any compensation for acting as a Director.

3.13 Conduct of Meetings. The President, or, in his absence, a president pro tempore elected by the Board, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Association.

3.14 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by the vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Drainage Easement Areas.

3.15 Dispensing with Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

3.16 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contracts shall have been made in bad faith, due to willful misconduct or contrary to the provisions of the Declarations or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as the Owner's Lot bears to the total number of Lots. Every written agreement made by the Board on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as that Lot bears to the total of all Lots

3.17 Removal of Directors. The Lot Owners may remove one or more Directors with or without cause unless the Declarations or Bylaws provide that Directors may be removed only for cause. A Director may be removed only if 67% of the Lot Owners cast affirmative votes to remove him. No Director appointed by Declarant may be removed by Lot Owners until the Transition Period has concluded. A Director may be removed by the Lot Owners only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

3.18 Vacancies. Unless the Declarations or Bylaws provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, the vacancy shall be filled by a vote by the Lot Owners.

3.19 Compensation. Directors shall receive no compensation for attendance at regular or special meetings as the Board of Directors shall determine from time to time.

3.20 Directors' Participation in Meeting By Telephone. A Director may participate in a meeting of the Board of Directors by any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.21 Books and Records. The correct and complete books and records of the Board of Directors and of the Association shall be maintained at its principal office or at the office of its registered agent, if said office is different from the principal office. Such books and records shall include, but not be limited to, records of all meetings of Lot Owners and of the Board of Directors, a record of all actions taken by the Lot Owners or Board of Directors without meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors, and all of the records required by law.

3.22 Interested Directors.

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any partnership, firm, association or entity in which one or more of its directors or officers are directors or officers, or in which any such person has a financial interest, shall be void or voidable because of such relationship or interest if (i) the material facts of the transaction and the officer's or director's interest were disclosed or known to the Board of Directors or a committee thereof and the Board of Directors or committee authorized, approved or ratified the transaction, or (ii) the material facts of the transaction and the officer's or director's interest therein were disclosed or known to the Lot Owners entitled to vote and they authorized, approved or ratified the transaction, or (iii) the transaction was fair to the Association.

(b) For purposes of this section, a transaction contemplated by this section is authorized, ratified or approved by the Board of Directors or a committee thereof when a majority of those Directors then holding office or then being members of the committee who have no direct or indirect interest in the transaction vote in favor thereof (regardless whether the interested officer or director is present at the meeting or votes in favor of the transaction), but no such transaction may be authorized, ratified or approved by a single director. A quorum shall be deemed to have been present at any meeting of the Board of Directors or a committee thereof which authorizes, ratifies or approves a transaction contemplated hereby in the manner prescribed herein.

(c) For purposes of this section, a transaction contemplated by this section is authorized, ratified or approved by the Lot Owners if it receives the affirmative vote of a

majority of the Lot Owners entitled to be counted hereunder. Lots held by or under the control of a director or officer having an interest in the transaction, and Lots held by or under the control of an entity in which the officer or director has a material financial interest or of which he is an officer, director, general partner, managing member or trustee may not be counted in a vote of Lot Owners taken to authorize, ratify or approve a transaction contemplated hereby. A majority of the Lots entitled to be counted for the purposes of this section, whether or not present, shall be deemed to constitute a quorum for the purpose of taking action under this section.

- (d) No Director shall be paid for his or her services as a Director.

ARTICLE IV

COMMITTEES

4.1 **Creation of Committees.** Unless the Declarations provide otherwise, the Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee must have two or more members, who serve at the pleasure of the Board of Directors.

4.2 **Selection of Members.** The creation of a committee and appointment of members to it must be approved by the greater of (a) a majority of all the Directors in office when the action is taken, or (b) the number of Directors required by the Declarations or Bylaws to take such action.

4.3 **Required Procedures.** The provisions of the Declarations and these Bylaws which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors, apply to committees and their members.

4.4 **Authority.** Unless limited by law or the Declarations and Bylaws, each committee may exercise those aspects of the authority of the Board of Directors which the Board of Directors confers upon such committee in the resolution creating the committee. Provided, however, a committee may not:

- (a) approve or propose to Lot Owners action which by the Declarations or these Bylaws requires the approval by Lot Owners;
- (b) fill vacancies on the Board of Directors or on any of its committees;
- (c) amend the Declarations; or
- (d) adopt, amend, or repeal Bylaws.

4.5 **Compensation.** Members of committees of the Board of Directors shall receive such compensation for their services as members of such committees as the Board of Directors shall from time to time determine.

4.6 Standard of Conduct. Members of committees of the Board of Directors shall adhere to the same standards of conduct required of the Board of Directors by the Declarations, and these Bylaws.

ARTICLE V

OFFICERS

5.1 Number. The officers of the Association shall include a President, a Treasurer and a Secretary, and may include a Chairman of the Board and one or more Vice Presidents, and such other officers as the Board of Directors may from time to time deem appropriate. One person may hold the offices and perform the duties of more than one of said officers.

5.2 Appointment and Term of Office. The officers of the Association shall be appointed by the Board of Directors for a term as determined by the Board of Directors. If no term is specified, then they shall hold office until the first meeting of the Directors held after the next annual meeting of Lot Owners. If the appointment of officers shall not be made at such meeting, then such appointment shall be made as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified, until his death, or until he shall resign or shall have been removed in the manner provided in these Bylaws. The designation of a specified term does not grant to the officer any contract rights, and the Board of Directors can remove the officer at any time prior to the termination of such term as hereinafter provided.

5.3 Removal. Any officer may be removed, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Association will be served by such action.

5.4 Resignations. Any officer may resign at any time by giving written notice to the Association. Such resignation shall take effect at the time the notice is delivered or at such later date as specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for appointment to such office.

5.6 The Chairman of the Board. The Chairman of the Board, if there shall be one, shall be appointed from among the Directors and shall, if present, preside at all meetings of the Lot Owners and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board shall possess the same power as the President to sign all certificates, contracts and other instruments of the Association which may be authorized by the Board of Directors. He shall, in general, perform all duties incident to the office of Chairman of

the Board, subject, however, to the direction and control of the Board of Directors, and such other duties as from time to time may be assigned to him by the Board of Directors.

5.7 The President. The President shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the day-to-day business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. At the request of the Chairman of the Board, or in case of his absence or inability to act, the President may act in his place. Except as otherwise authorized by the Board of Directors, the President shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall deliver to the Lot Owners annual financial statements and such other statements required by law to be delivered to the Lot Owners and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

5.8 The Vice Presidents. If appointed, each Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President (if more than one, then in order of designation, and if no designation, then in order of appointment) may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

5.9 The Secretary. The Secretary shall keep or cause to be kept the minutes of the meetings of the Lot Owners and of the Board of Directors in books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of the Declarations and these Bylaws, shall be the custodian of the records, Lot ownership records; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President, including, but not limited to, authenticating the records of the Association when requested or required. In the absence of the Secretary, a secretary pro tempore may be chosen by the directors or Lot Owners, as appropriate, to perform the duties of the Secretary.

5.10 The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds and securities of the Association, and shall deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Association from any source whatsoever; and in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

5.11 Assistant Secretaries and Assistant Treasurers. The Assistant Treasurers shall, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively or by the President or the Board of Directors.

5.12 Salaries. The salaries and all matters relating to compensation of the Chairman of the Board, President, Vice President, Treasurer and Secretary and other officers shall be fixed from time to time by the unanimous consent of the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that he is also a Lot Owner or Director of the Association Board of Directors.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Assessments against Lot Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on the next succeeding December 31. The fiscal year herein established shall be subject to change by the Board of Directors should the Board in its sole discretion deem such change to be in the best interest of the Association.

(b) Preparation and Approval of Budget. Each year the Board shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, repair and replacement of the Drainage Easement Areas. These costs shall include the cost of compensation, materials, insurance premiums, supplies and other expenses that may be declared to be Common Expenses by the Declarations, these Bylaws or the Association. Such budget shall also include such reasonable reserves as the Board considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. During the Transition Period, reserves will be funded through monthly maintenance fees to be assessed against all Lots, and, in addition, two months of fees collected at the close of escrow for each sale of a Lot. The Declarant will be responsible for its pro rata share of the Common Expenses based on the number of Lots owned by the Declarant. The Board shall make reasonable efforts to send to each Lot Owner a copy of the budget in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Lot Owner, at least fifteen (15) days after the start of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Lot Owner's assessment for the Common Expenses of the Association, subject to the allocations as are set forth in Article 3.1 (b).

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board shall be assessed against each Lot Owner equally.

On or before the 30th day following assessment, each Lot Owner shall be obligated to pay to the Association the assessment for a fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board shall supply to all Lot Owners an accounting consisting of an itemized income and expense statement

for the fiscal year just ended. Any amount accumulated in excess of actual expenses and budgeted reserves shall, in the discretion of the Board, be rebated to the Lot Owners by crediting same to the next successive monthly installments, due from Lot Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board deems it advisable, be added to the installments due in the succeeding six (6) months after the rendering of the accounting, according to each Lot Owner's interest.

(d) Reserves. The Board shall establish and maintain both an adequate operating reserve and an adequate reserve for contingencies and replacements of the Drainage Easement Areas, which shall be funded by regular payments, as provided hereinabove. At the end of each fiscal year, all funds accumulated during such year for reserves for contingencies and replacement of the Drainage Easement Areas shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If, for any reason, including nonpayment of any Lot Owner's assessment, the reserves are inadequate, the Board may at any time levy a further assessment, which shall be assessed against the Lot Owners, and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on all Lot Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the date of such notice of further assessment. All Lot Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the members of the first Board take office, they shall determine the budget, as defined in this Section, for the period commencing upon the recordation of the Declarations at the Registry and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Lot Owners during said period as provided in Subsection (c) of this Section.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release of a Lot Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the charge at the then existing rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the monthly payment which is due under the new annual or adjusted budget.

6.2 Payment of Common Expenses. All Owners of Lots shall be obligated to pay the Common Expenses assessed by the Board pursuant to the provisions of Section 6.1. No Lot Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Drainage Easement Areas or by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot after a sale, transfer or other conveyance by him of such Lot. A person acquiring a Lot shall be jointly and severally liable with the transferring Lot Owner for all unpaid assessments against the latter for Common Expenses up to the time of the conveyance, without

prejudice to the acquiring Lot Owner's right to recover from the transferring Lot Owner the amounts paid by the acquirer therefor; subject, however, to the provisions of Section 6.3 relative to recordable statements of unpaid assessments and subject to the provisions of the Declarations relative to first mortgagees.

6.3 Recordable Statement of Unpaid Assessment. Any such acquiring Lot Owner or transferring Lot Owner shall be entitled to a recordable statement of the Board or the Manager setting forth the amount of the unpaid assessments against the transferring Lot Owner and such acquiring Lot Owner shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to furnish such a statement, in the manner in which notices are provided pursuant to Section 11.1, within seven (7) days from receipt of such a request by the Board or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee may be required as a prerequisite for issuance of such a statement.

6.4 Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Lot Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

6.5 Uncollectible Assessments. Any assessments which are not collectible due to a waiver or limitation imposed by the provisions of Section 6.3 above shall be collectible from all Lot Owners.

6.6 Maintenance and Repair.

- (a) Except as otherwise provided in the Declarations or herein, the Association shall be responsible for the maintenance of the Easements, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Lot Owner, or of a person gaining access with said Lot Owner's actual or implied consent, in which case such expense shall be charged to such Lot Owner) of all of the Easements, the cost of which shall be charged to the Lot Owners in various proportions as a Common Expense as set forth hereinabove
- (b) The Association shall be responsible for the maintenance and repairs as outlined with the Long-Term Maintenance Agreement held between the Declarant and the City of Manchester, attached hereto as **Exhibit A**.
- (c) The Association shall be responsible for all repairs and maintenance of any drainage features outside of the City of Manchester's rights-of-way as described in the Easement Declaration.

6.7 Additions, Alterations or Improvements by the Board. Whenever in the judgment of the Board the Easements shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00) during any period of twelve (12) consecutive months,

and the making of such additions, alterations or improvements shall have been approved by a majority of the Lot Owners, the Board shall proceed with such additions, alterations, or improvements and shall assess the Lot Owners for the cost thereof as a Common Expense as set forth herein. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000.00) or less during any period of twelve (12) consecutive months-may be made by the Board without approval of the Lot Owners and the cost thereof shall constitute part of the Common Expenses, allocated as provided in these Bylaws. The Board may, if it deems it appropriate, borrow funds for these purposes and encumber the Drainage Easement Areas to secure such borrowing. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Lot Owners requesting the same, such requesting Lot Owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board.

6.8 Restrictions on Use of Easements

(a) No nuisances shall be allowed on the Drainage Easement Areas nor shall any use or practice be allowed which is an unreasonable source of annoyance to its residents or which unreasonably interferes with the Easements.

(b) Nothing shall be done in, on, or to the Easements which may impair the function or structural integrity of the Easements. Nothing shall be altered or constructed in or removed from the Easements except upon the written consent of the Board.

(c) No activity shall be done or maintained upon any Easements which will increase the rate of insurance on any Lot or the Easements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Easements.

(d) Garbage and Trash. No trash, waste, tools or garden or winter equipment shall be allowed to accumulate on the Easements in such a manner to give an unsightly appearance.

(e) No Waiver of Right to Enforce Rules and Regulations. The failure to enforce any rules and regulations herein, however long continued, shall not be deemed as a waiver of the right to enforce thereafter these rules and regulations as to similar or other violations, or as to the same continuing breach or violation.

6.9 Rules. Rules concerning the operation and use of the Easements may be promulgated and amended by the Board, provided that such Rules are not contrary to or inconsistent with the Declarations or these Bylaws. Copies of the Rules shall be furnished by the Board to each Lot Owner before the same shall become effective. A vote of the majority of Lot Owners present in person or by proxy at a meeting of the Association may overrule and declare void any Rule adopted by the Board: provided that notice of the proposal to

overrule shall be included in the notice of such meeting and a petition is signed by at least five (5) of the Lot Owners calling for a vote.

ARTICLE VII

INSURANCE

7.1 Insurance Required. The Board shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Easements; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Association, and all Lot Owners and other persons entitled to occupy any portion of the Easements (nothing herein shall be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage), and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible.

(a) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 7.1 above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within the Easements.

(b) Workmen's compensation insurance as required by law.

(c) Such other insurance as the Board may determine.

7.2 General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent to adjust all claims covered by insurance policies provided for under Section 7.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Drainage Easement Areas, and shall make any necessary changes in the policy provided for under Section 7.1(a) above (prior to the expiration date set forth in any agreed amount endorsements contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board shall make every effort to see that all policies of physical damage insurance provided for under Section 7.1 above (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, Lot Owners and guests, tenants, licensees and employees and members of the family of any Lot Owner who reside with said Lot Owner, except in cases of arson and fraud, (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Lot Owners over which the Association has "no control", (iii) shall contain a waiver of defense of

invalidity or prejudice by failure of the insured, or Lot Owners collectively, to comply with any warranty or condition with regard to any portion of the Drainage Easement Areas over which the insured, or Lot Owners collectively, have no control, (iv) shall provide that such policies may not be canceled, jeopardized or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Lots, (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Lot Owners or their mortgagees and (vi) shall exclude policies obtained by individual Lot Owners from consideration under any "no other insurance" clause.

ARTICLE VIII

AMENDMENT TO BYLAWS

8.1 **Amendments.** Except as otherwise provided in the Declarations and herein, these Bylaws may be modified or amended by the procedures set forth herein, provided, however, that (a) Section 2.4 and Section 3.3 hereof, insofar as they relate to the selection of members of the Board of Directors by the Declarant, (b) Section 2.2, insofar as it provides that the Declarant, so long as it is the owner of a portion of a Lot, may vote the votes appurtenant thereto, and (c) this Section, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an owner of a portion of a Lot. Furthermore, notwithstanding the foregoing, so long as the Declarant is the owner of a portion of a Lot, no amendment to the Bylaws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such Lots.

ARTICLE IX

MORTGAGES

9.1 **Notice of Default.** The Board shall give written notice to a Lot Owner of any default by the Lot Owner in the performance of any obligations under the Declarations or Bylaws. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declarations or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding, provided that the Board has been given notice of such mortgage in the manner set forth in the Declarations.

ARTICLE X

NOTICE

10.1 **Manner of Notice.** Except as otherwise provided in the Declarations and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be sent via e-mail or in writing and shall be deemed to have been duly given if sent via e-mail, delivered personally, or if sent by United States mail, first-class postage prepaid, (a) if to a Lot Owner, at the address of his Lot and at such e-mail other address as the Lot Owner may have designated by notice in writing to the Secretary, or (b) if to the Association or the Board, at the Association or at such other address as shall be designated by notice in writing to the Lot Owners pursuant to this Section.

10.2 **Waiver of Notice.** Whenever any notice is required to be given under the

provisions of the Declarations or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declarations.

ARTICLE XI

COMPLIANCE AND DEFAULT

11.1 **Relief.** Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Declarations, these Bylaws, and the Rules, and any amendments of the same. A default by a Lot Owner shall entitle the Association acting through the Board, to the following relief:

(a) **Legal Proceedings.** Failure to comply with any of the terms of the Declarations, these Bylaws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief maybe sought by the Association, by the Board, or, if appropriate, by any aggrieved Lot Owner.

(b) **Additional Liability.** Each Lot Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any of his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) **No Waiver of Rights.** The failure of the Association, the Board, or of a Lot Owner to enforce any right, provision, covenant, or condition which may be granted by the Declarations, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board, or any Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board, or any Lot Owner pursuant to any term, provision, covenant or condition of the Declarations or the Rules shall be deemed to be cumulative and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declarations, these Bylaws or the Rules, or at law or in equity.

(e) **Interest.** In the event of a default by any Lot Owner which continues for a period in excess of thirty (30) days, such Lot Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Lot Owners of Twenty Dollars (\$20), or six

cents per dollar (\$.06 per \$1.00) on any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Board. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach of any provision of the Declarations, shall give the Board or the Manager the right, in addition to any other rights set forth in these Bylaws: to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; (iii) to suspend or limit the right of the Lot Owner committing the violation to use any part of the Drainage Easement Areas during the continuance of such violation.

ARTICLE XII

CONTRACTS, CHECKS, NOTES, ETC.

12.1 Execution of Contracts. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any one of the following officers: The Chairman of the Board, President, Vice President, Treasurer, or Secretary. The Board of Directors may, however, authorize any two of said officers to sign checks, drafts and orders for the payment of money, and may designate officers and employees of the Association other than those named above, or different combinations of such officers and employees, who may, in the name of the Association, execute checks, drafts, and orders for the payment of money on its behalf.

12.2 Loans. No loans shall be contracted on behalf of the Association and no negotiable paper shall be signed in its name unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors so to do, any officer or agent of the Association thereunto authorized may effect loans and advances at any time for the Association from any bank, trust company or other institution, or from any firm, Association or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Association and, when authorized so to do, may pledge, hypothecate or transfer any securities or other property of the Association as security for any such loans or advances. Such authority may be general or confined to specific instances.

ARTICLE XIII

MISCELLANEOUS

13.1 Fiscal Year. The fiscal year of the Association shall be fixed by the Board of Directors.

13.2 Waiver of Notice. Whenever any notice is required to be given to any Lot Owner or Director by these Bylaws, the Declarations or by law, a waiver of the notice in writing delivered to the Association for inclusion in the records of the Association, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to giving the notice.

13.3 Indemnification. To the fullest extent now or hereafter permitted by law, the Association shall indemnify any individual made a party to a proceeding because he is or was a Director or officer of the Association, against liability incurred in the proceeding.

13.4 Personal Liability of Officer and Directors. To the fullest extent now or hereafter permitted by law, no Director or officer of the Association shall be personally liable to the Association or its Lot Owners for any action or failure to take any action as a Director or officer. This Section shall not eliminate or limit the liability of a Director or officer for any act or omission occurring prior to the effective date of its adoption.

13.5 Amendments.

(a) The Board of Directors may amend or repeal the Association's Bylaws as provided herein, subject to limitations expressed in these Bylaws, unless:

(i) the Lot Owners in adopting, amending, or repealing a particular Bylaw provide expressly that the Board of Directors may not amend or repeal that Bylaw; or

(ii) the bylaw either establishes, amends, or deletes, a supermajority Lot Owner quorum or voting requirement.

(b) The Lot Owners may amend or repeal the Bylaws even though the Bylaws may also be amended or repealed by its Board of Directors.

13.6 Pronouns and Gender. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

IN WITNESS WHEREOF, Manning Hill Homeowners Association, Inc. has caused these Bylaws to be executed as amended on this ____ day of April, 2024.

MANNING HILL HOMEOWNERS ASSOCIATION, Inc.

BY ITS BOARD OF DIRECTORS:

Gregory T. Uliasz, President

Mark Foster, Secretary

Deems Buell, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by Gregory T. Uliasz, President.

Justice of the Peace/Notary Public
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by Mark Foster, Secretary.

Justice of the Peace/Notary Public
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by Deems Buell, Treasurer.

Justice of the Peace/Notary Public
My Commission Expires:_____

Exhibit A

Long Term Maintenance Agreement

Carmela D. Coughlin

#231

G. HESMAN

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR AESTHETICS
FOR
MANNING HILL SUBDIVISION, MANCHESTER, NEW HAMPSHIRE**

This Declaration of Covenants and Restrictions is made this 1 day of September, 2017, by Manning Hill, LLC, a New Hampshire limited liability company, having a mailing address of c/o Deborah S. DuSault, 3811 Jocelyn Street, Washington, D.C. 20015 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of and this Declaration is imposed upon certain real estate situate off of River Road, Manchester, Hillsborough County, New Hampshire shown as Lots "TM 216 Lots 2A through 2X, (collectively hereinafter referred to as the "Lots" or Manning Hill Estates and individually referred to as a specific "Lot") on a plan entitled "Tax Map 216, Lot 2 & 3, Manning Hill, River Road, Manchester, NH, Subdivision and Consolidation Plan," Sheet 1 of 2 and Sheet 2 of 2, dated June 6, 2016, as amended, prepared by CLD Consulting Engineers and recorded in the Hillsborough County Registry of Deeds as Plan # 39412 (hereinafter referred to as the "Plan");

WHEREAS, the Manning Hill Subdivision depicted on the Plan is commonly referred to as "Manning Hill Subdivision" and is referred to herein as the "Subdivision"; and

WHEREAS, the Declarant desires to impose certain covenants, conditions and restrictions on the Lots to provide for the architectural integrity of the dwellings to be built thereon, promote aesthetic, and environmental goals, protect the Lots from nuisances and to promote the harmonious development of the Subdivision.

NOW, THEREFORE, in consideration of the mutual benefits granted herein with respect to each of the Lots and in consideration of the benefits reserved hereby or anticipated by the Declarant, the Declarant hereby establishes and makes applicable to each and every one of the Lots, the following covenants, conditions, and restrictions:

1. Architectural Control. For so long as the Declarant or its business successor(s) owns a Lot, no house (hereinafter "Residence" or "Dwelling"), garage or other structure or amenity, nor any aspect of site development or landscaping of a Lot, including but not limited to

any house, garage, driveway, retaining and other walls, fences, hedges, trees, poles, parking areas, "in-law" apartments, and additions and alternations thereto (an "Improvement") (excepting an interior Improvement to a house) shall be erected on a Lot until plans have been submitted (in duplicate) to and approved in writing by the Declarant or its business successor(s), as the case may be. Said plans shall include, but shall not be limited to, the primary structure, external design, external materials and colors, quality of workmanship and material, driveway location and surface type, landscaping, Lot topography, location on the Lot with respect to topography and finish grade elevations and the nature and extent of tree removal. Plans will not be approved unless the Improvement is in harmony with the plan of the Declarant to maintain an appropriate setting and only to allow compatible styles, appearances and quality to protect and enhance the investment and resale value of the Lots as determined in the Declarant's sole discretion. The Declarant shall include the approval on the face of the submitted plans, and shall return one (1) set to the Lot Owner. The Declarant shall endeavor to approve or disapprove the plans expeditiously. If the plans are neither approved nor disapproved within thirty (30) days after their submission to the Declarant, the plans shall be deemed approved. An Improvement erected without such approval shall be deemed approved unless a notice stating the Improvement was erected without proper approval is recorded in the Hillsborough County Registry of Deeds within six (6) months after the completion of such Improvement. This right to approval may be assigned to the Declarant's successor in interest of the development of the Subdivision or parts thereof or to business successor(s) and may be terminated at any time by the Declarant or such a successor. For purposes of this section, any person, firm, or corporation who acquires the Declarant's interest in the Subdivision through foreclosure of a mortgage thereon or by deed in lieu of foreclosure shall be deemed a business successor of the Declarant.

2. Set Backs. No portion of any building shall be erected or allowed to remain nearer than twenty-five (25) feet to the front, or twenty (20) feet to the side, or thirty (30) feet to the rear lot lines or in violation of any other setback lines shown on the Plan or established under a zoning ordinance of the City of Manchester as of the time of construction thereof. When two or more Lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering the adjoining owners.

3. Garages. Each residence, when erected, shall include a garage accommodating at least two (2) cars attached to the residence. No carports shall be permitted.

4. Minimum Construction Standards. All residences erected or constructed on a Lot shall contain a minimum of 2,000 square feet of living space. The method of determining the area of a proposed residence shall be to multiply the outside horizontal dimensions of the proposed residence at each floor level excluding cellars, attics, garages, decks, screened or unheated breezeways and porches, patios and terraces in the calculation of the minimum square foot area.

5. Construction Period. All construction of Improvements on a Lot shall be accomplished as soon as is reasonable and in no event shall such construction take longer than one (1) year from the time of commencement of construction. Completion of construction of a residence shall include, but shall not be limited to, exterior landscaping, including sodding or loaming and seeding of lawn areas as required herein below exterior decorating and finishings, and the completion of all driveways.

6. One Residence Per Lot. Not more than a single private residence for occupancy of one family may be erected or maintained on a Lot including all Lots enlarged or recreated by shifting or relocation of boundary lines provided however, Declarant reserves the right to construct so-called "in-law" apartments which are accessory dwelling units within any single-family residences all of which shall be in compliance with the City of Manchester Building Code and Zoning Ordinance related to such "in-law" accessory dwelling units and shall be connected to the single-family residence. Any owner of a Lot may construct a "in-law" apartment with a single-family residence subject to Declarant's written consent provided the same should be in compliance with all ordinances of the City of Manchester.

7. Re-Subdivision. No Lot may be further subdivided except to allow for normal and customary utility easements, or except to permit an exchange or other conveyance between an owner of a contiguous Lot which does not increase the number of Lot Owners and does not violate pertinent state and local subdivision or zoning laws or building codes.

8. Temporary Structures. No temporary building, shed, trailer, vehicle, or structure shall be erected or placed on a Lot except during the active phase of constructing a residence. For purposes of interpreting this section, the "active phase of constructing" shall be limited to the period of one (1) calendar year from the day work is commenced in clearing for the foundation of the residence. No structure other than a fully completed residence shall be occupied.

9. Residential Use. Lots or buildings which may be erected thereon, shall be used for residential purposes only. No Lot or building which may be erected thereon, shall be used for any trade, business, profession, commercial activity, or other occupation whether for profit or not. No Lot or any building which may be erected thereon, shall be used for warehouse purposes or any commercial purposes whatsoever. "Commercial" shall mean retail or wholesale to the public or private parties. This shall not prevent an owner of a residence from renting it for residential use for a minimum period of ninety (90) days, nor prevent an owner of a Lot from maintaining a home office in his or her residence (provided no business invitees shall frequent such home office), nor prevent the Declarant or its business successor(s) from using a residence as a sales office and model home.

10. Landscaping and Maintenance. All lawns or other suitable landscaped areas shall be maintained in an attractive manner consistent with the natural surroundings. No trash, waste, filth, tools, garden equipment, or children's playthings shall be allowed to accumulate on a Lot or exterior of a residence in such manner as to give an unsightly appearance to create a nuisance, or depreciate the value of the Subdivision. Owners of a Lot shall be obligated to maintain and operate any existing sprinkler or irrigation system that service the Lot and any portions of the landscaping adjacent to boundaries of the Owner's respective Lot along the right-of-way and shall maintain the irrigation system based on the initial irrigation setup. All maintenance, repairs and replacements to the irrigation system shall be substantially similar to the original construction and installation, and shall be of first class quality.

11. Trailers and Recreational Vehicles. No truck (two (2) tons or larger), recreational vehicle of any type, boat, trailer of any type, or other similar items shall be stored or parked on a Lot in excess of fourteen (14) consecutive days or a total of sixty (60) days in any calendar year,

except within the confines of the residence or enclosed garage or in such a location on the Lot so as not to be visible from adjoining properties in the Subdivision or any public way abutting the Subdivision or any common driveway. Such prohibited storage shall not include use of a driveway in the immediate vicinity of a residence to park motor vehicles that are regularly used for the private transportation of occupants of a Lot. No truck larger than a three-quarter ton pickup shall be garaged in the Subdivision.

12. Mobile Homes and Unregistered Motor Vehicles. No mobile home, trailer, manufactured housing or other similar, temporary or movable product or structure used as a residence shall be erected, placed, or caused to remain upon any Lot in the Subdivision in excess of twenty-four (24) consecutive days or a total of sixty (60) days in any calendar year. No unregistered motor vehicle of any type and no junk shall be allowed to remain on any Lot in the Subdivision.

13. Tenting. No permanent tenting is allowed. Temporary tenting shall be restricted so as not to be visible from adjoining properties or public roadways and shall be limited to fourteen (14) consecutive days and no more than a total of sixty (60) days in any calendar year.

14. Traffic Obstructions. No obstruction of traffic on the roadways within the Subdivision and no blocking of entries to the Lots by reason of the parking of vehicles and trailers is allowed. Lot Owners shall be responsible for any such obstruction by members of their household, their lessees, invitees and guests.

15. Clotheslines. No outdoor clothes drying area shall be allowed except in the rear yard and shall be walled or screened in an attractive manner so as not to be visible from the adjoining properties and public roadways.

16. Drainage and Utilities. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining properties, to retard the flow of water through drainage channels or to flood or damage public or private roads and common drainage systems, except as contemplated by the approved plans for the Subdivision, or in connection with the approvals for the Subdivision, or as otherwise determined by the Declarant. No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

17. Trash Containers and Propane Gas Tanks. All garbage and trash containers and propane gas containers must be placed in suitably walled or screened areas so that they are not visible from the adjoining properties and public or private roadways.

18. Fuel Tanks. All oil or liquid fuel tanks shall be installed in either the garage or the residence, or buried underground.

19. Incinerators. No incinerators shall be allowed or maintained on any Lot.

20. Recreational Facilities and Activities. Private swimming pools and tennis courts or similar areas for outdoor physical activities or games, if any, shall not be erected or constructed in the front yard area of any Lot and in each event, shall be fenced in accordance

with the ordinances of the City of Manchester, New Hampshire. No above-ground pools shall be erected on any Lot. No areas dedicated for outdoor physical activities or games shall be allowed to become offensive to abutters or to become a nuisance by reason of noise.

21. Dishes and Antennas. No signal receiver dish, aerial or antenna shall be erected on any Lot unless they are attractively screened and are no larger than twenty-four (24) inches in diameter. No more than two (2) such signal receiver dishes, aerials or antennas shall be erected on any Lot.

22. Pets. Lot Owners shall be allowed to keep on a Lot any common domestic household animals. In interpreting this section, domestic animals shall be dogs, cats, fish, birds, rabbits, hamsters and related animals. Any and all other animals (including, without limitation, horses and any animals kept for breeding, showing, sale or other commercial purposes) shall be considered nondomestic and shall not be permitted.

23. Signs. Only one "For Rent" or "For Sale" sign, not larger than four (4) feet square, may be erected or displayed on a Lot or on any structure on a Lot. No other signs or displays shall be erected or displayed on a Lot or structure located therein with the exception of such signs as the Declarant or its business successor(s) may employ in their sole discretion for sale purposes.

24. Sewage Disposal Systems. No sewage disposal system shall be located or constructed on a Lot unless all approvals required by applicable law shall first have been obtained.

25. Easements, Zoning and Other Governmental Laws. All Lots are subject to all easements, environmental buffer zones, rights-of-way and other encumbrances of record, as well as all applicable zoning and other governmental laws and regulations.

26. Duration, Effect and Amendment. These covenants, conditions and restrictions shall run with, apply to, and bind the land as restrictions for a period of twenty-five (25) years from the date of this Declaration unless amended, rescinded or otherwise revoked by the written consent of a two-thirds (2/3) majority of the Lot Owners of record; after which time of twenty-five (25) years these restrictive covenants shall automatically be extended for successive ten (10) year periods unless an instrument signed by two-thirds (2/3) of the Owners of the Lots has been recorded in the Hillsborough County Registry of Deeds agreeing to revoke these restrictive covenants in whole or in part. Notwithstanding anything to the contrary in the foregoing, the Declarant's consent must be obtained to any and all amendments, rescissions or revocations, as long as it or its business successor(s) own(s) any Lot. In order to determine the Lot Owners of record entitled to consent to any amendment, rescission, revocation or extension, a record date shall be designated. To be effective, any consent hereunder must state the record date of ownership relied upon and be recorded in the Hillsborough County Registry of Deeds within six (6) months of that record date. Each record owner of a Lot must execute the consent to effectively grant consent as to a Lot owned by more than one person. If the record owners are not individual persons with legal capacity to give their consent, affidavits certifying the authority of any signatories purporting to bind such record owners must be recorded with the consent.

Unless otherwise indicated, all restrictions herein are imposed on, charged on, and run with the land and bind not only the original purchasers of the Lots, but also their assigns, grantees, legal representatives, heirs and mortgagees. Failure to specifically refer to and include or incorporate this Declaration in deeds to Lots shall not in any manner affect the validity and effectiveness of these restrictions upon any Lot made subject to said restrictions by this Declaration.

27. Mortgage Holders. No mortgage or deed of trust made in good faith and for value upon a Lot shall be defeated or rendered invalid by any breach of restrictions as to said Lot. In the event of any mortgage foreclosure, said restrictions shall be binding upon the mortgagees, as well as any new owner of said Lot acquired through foreclosure, trustee's sale or otherwise.

28. Enforcement. These restrictions are established for the benefit of the Declarant and the owners of the Lots. All persons having an interest in said restrictions shall have the right to prevent or terminate the violation of any of these restrictions by seeking an injunction or obtaining other lawful or equitable relief, with the exception that only the Declarant or its business successor(s) shall have the right to enforce the above Section 1, and only the Declarant or its business successor(s) may waive any one or more restrictions. The prevailing party in such an action or suit shall be entitled to payment of its attorney's fees and costs incurred in bringing the action or suit against the defendant. A prevailing defendant shall be entitled to payment of its attorney's fees and costs incurred in defending such an action or suit by the plaintiff, only if the plaintiff's action or suit was brought in bad faith or is frivolous.

29. Failure to Enforce. The failure to enforce any restriction herein, however long continued, shall not be deemed laches or a waiver of the right to enforce thereafter these restrictions as to similar or other violations, or as to the same continuing breach or violation.

30. Invalidity. Invalidation of any of these restrictions by a court of competent jurisdiction shall in no way affect or invalidate any of the other restrictions which shall remain in full force and effect. In the event of a conflict between the restrictions set forth herein and the ordinances, statutes or regulations of the City of Manchester, or the State of New Hampshire, it is understood and agreed that said ordinances, statutes and regulations, if more stringent, shall take precedence over these restrictions.

31. Waiver by Declarant. Notwithstanding anything to the contrary contained in the foregoing restrictions, the Declarant, or its business successor(s), shall have the unqualified right (but not the obligation) to waive any one or more of the restrictions herein contained for an individual Lot, as long as it owns at least one Lot in the Subdivision. Upon submission in writing to the Declarant of a request to so waive a particular restriction, the Declarant shall review the same and render a decision in writing to the Lot Owner requesting the waiver. Any waiver shall be in form recordable in the Hillsborough County Registry of Deeds, at the expense of the owner. The Declarant's judgment to waive or not to waive a particular restriction or restrictions shall be solely within the discretion of the Declarant and shall be binding upon all parties, including other Lot Owners, and such judgment of the Declarant shall be final. The decision to waive one or more restrictions contained herein shall be an individual decision affecting that particular Lot and shall in no way affect or invalidate any of the same restrictions which pertain to other Lots, which said restrictions shall remain in full force and effect. This

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly signed on the date first set forth above.

MANNING HILL, LLC

[Signature]
Witness

By: [Signature]
Deborah S. DuSault, Manager

STATE OF Washington DC
COUNTY OF _____

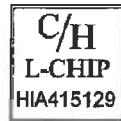
On this the 1 day of Sept, 2017, before me, personally appeared Deborah S DuSault, Manager of Manning Hill, LLC, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and being duly authorized so to do, made oath that she executed the same as her free act and deed for the purposes therein contained on behalf of Manning Hill, LLC.

Before me,

[Signature]
Justice of the Peace/Notary Public

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After Recording Return to:
Kenneth A. Viscarello, Esquire
Sheehan Phinney Bass & Green, PA
1000 Elm Street
Manchester, NH 03101 *116*

DECLARATION OF EASEMENTS AND COVENANTS

THIS DECLARATION is made this 31 day of August, 2017 by Manning Hill, LLC, a New Hampshire limited liability company, with a mailing address c/o Deborah S. DuSault, 3811 Jocelyn Street, Washington, DC 20015 ("Declarant").

WHEREAS, Declarant owns a certain parcel of land located on River Road, Manchester, New Hampshire shown on a certain plan of land entitled "Tax Map 216, Lot 2 & 3, Manning Hill, River Road, Manchester, NH, Subdivision and Consolidation Plan," Sheet 1 of 2 and Sheet 2 of 2, dated June 6, 2016, as amended, prepared by CLD Consulting Engineers and recorded in the Hillsborough County Registry of Deeds as Plan #39412 (the "Plan") and as more particularly described in a Quitclaim Deed from Patricia S. Meyers, Deborah S. DuSault and Charles M. Sullivan Trustees of The Manning Hill Nominee Trust of 1995 to Declarant, dated June 15, 1995, as recorded in the Hillsborough County Registry of Deeds at Book 5637, Page 1310 (the "Property");

WHEREAS, Declarant has subdivided said property into twenty-five (25) lots as shown on the Plan (the "Lots");

WHEREAS, the Declarant, or its successors and assigns, shall be constructing a road on the Property, more particularly shown as "Scenic Drive" on the Plan (the Road");

WHEREAS, the Lots, the Property and the Road will be sharing and utilizing certain areas for drainage and utilities;

WHEREAS, the right to enforce the covenants set forth herein will be vested in the Declarant, its successors and assigns and the Manning Hill Homeowners' Association, Inc. (the "Homeowners' Association") membership of which shall consist of all the owners of the Lots (the "Lot Owners") and the maintenance obligations imposed upon the Lot Owners for said common drainage and appurtenant utilities will be undertaken by the Homeowners' Association, in accordance with the terms hereof; the Homeowners' Association shall establish the means and methods of collecting assessments for expenses relating to the management of the Homeowners' Association and performing all of the acts that may be required to be performed by the

Association and each Lot Owner shall be obligated to pay to the Homeowners' Association an annual assessment for the common expenses and maintenance required hereunder and shall pay any other necessary special assessment as described in the Bylaws of the Homeowners' Association;

WHEREAS, Declarant wishes to declare certain easements and covenants which benefit some of the lots and burden other lots more particularly described on the Plan and herein;

NOW, THEREFORE, for good and valuable consideration received, the undersigned Declarant, hereby declares grants, establishes and creates for the benefit and burdening of itself as the owner of all of the Lots and future owners of any of the Lots, certain restrictions, covenants and easements as follows:

1. EASEMENTS AND COVENANTS

1.1 Easement Burdening Tax Map 216, Lot 2. Tax Map 216, Lot 2 as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2 as "Drainage Easement Area, 13,247 S.F. ±" (the "Lot 2 Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2 Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2, to enter, pass, and repossess by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2 Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2 Easement Area and such other areas of Tax Map 216, Lot 2, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2 as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2 Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2 shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2 Easement Area.

1.2 Easements Burdening Tax Map 216, Lot 2A.

1.2.1 Tax Map 216, Lot 2A as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the areas shown on Tax Map 216, Lot 2A as: (i) "Drainage Easement Area, 1,573 S.F. ±"; (ii) "See Detail "A," Drainage and Berm Easement Area, 963 S.F. ±" and "Detail "A""; and (iii) "Drainage and Utility Easement Area, 1,046 ±," (collectively, the "Lot 2A Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2A Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2A, to enter, pass, and repossess by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2A Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2A Easement Area and such other areas of Tax Map 216, Lot 2A, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2A as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2A Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2A shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2A Easement Area.

1.2.2 Tax Map 216, Lot 2A as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to lay, construct, operate, maintain, repair and replace utilities, including, but not limited to gas, water, sewer, electric and cable utilities, and any and all necessary or desirable appurtenant equipment, including, but not limited to, pipes and conduits, within the areas shown on Tax Map 216, Lot 2A as "Drainage and Utility Easement Area, 1,046 ±," (the "Lot 2A Utilities Easement Area"), together with right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time utilities, conduits, lines or other appurtenances necessary to effectuate the terms hereof, and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2A, to enter, pass, and repossess by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2A Utilities Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes,

and is hereby conveyed together with, the right to enter upon the Lot 2A Utilities Easement Area and such other areas of Tax Map 216, Lot 2A, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2A as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2A Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2A shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2A Easement Area.

1.2.3 Tax Map 216, Lot 2A as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to lay, construct, maintain, repair and replace a berm and all necessary and desirable appurtenant equipment and structures, within the areas shown on Tax Map 216, Lot 2A as "See Detail "A," Drainage and Berm Easement Area, 963 S.F. ±" and "Detail "A"" (the "Lot 2A Berm Easement"), together with right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time a berm on Tax Map 216, Lot 2A and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2A, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2A Berm Easement as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes.

1.3 Easements Burdening Tax Map 216, Lot 2B.

1.3.1 Tax Map 216, Lot 2B as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the areas shown on Tax Map 216, Lot 2B as: (i) "See Detail "A," Drainage and Berm Easement Area, 1,138 S.F. ±" and "Detail "A""; and (ii) "Drainage and Utility Easement Area, 4,726 ±," (collectively, the "Lot 2B Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2B Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2B, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2B Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon

the Lot 2B Easement Area and such other areas of Tax Map 216, Lot 2B, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2B as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2B Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2B shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2B Easement Area.

1.3.2 Tax Map 216, Lot 2B as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to lay, construct, operate, maintain, repair and replace utilities, including, but not limited to gas, water, sewer, electric and cable utilities, and any and all necessary or desirable appurtenant equipment, including, but not limited to, pipes and conduits, within the areas shown on Tax Map 216, Lot 2B as "Drainage and Utility Easement Area, 4,726 ±," (the "Lot 2B Utilities Easement Area"), together with right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time utilities, conduits, lines or other appurtenances necessary to effectuate the terms hereof, and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2B, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2B Utilities Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2B Utilities Easement Area and such other areas of Tax Map 216, Lot 2B, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2B as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2B Utilities Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2B shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2B Utilities Easement Area.

1.3.3 Tax Map 216, Lot 2B as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to lay, construct, maintain, repair and replace a berm and all necessary and desirable appurtenant equipment and structures, within the areas shown on Tax Map 216, Lot 2B as "See Detail "A," Drainage and Berm Easement Area, 1,138 S.F. ±" and "Detail "A"" (the

“Lot 2B Berm Easement”), together with right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time a berm on Tax Map 216, Lot 2B and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2B, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2B Berm Easement as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners’ Association, as necessary for any of the above purposes.

1.3.4 Tax Map 216, Lot 2B as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road a perpetual and non-exclusive access easement and right-of-way, to pass and repass, over an approximate 150 square foot portion of the land shown as “Sidewalk Easement Area, 150 S.F. ±” (the “Lot 2B Sidewalk Easement Area”) together with the right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time a sidewalk, pavement or curbing and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2B, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2B Sidewalk Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners’ Association, as necessary for any of the above purposes. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners’ Association shall not do unnecessary damage to the Lot 2B Sidewalk Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2B shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2B Sidewalk Easement Area.

1.4 Easements Burdening Tax Map 216, Lot 2C.

1.4.1 Tax Map 216, Lot 2C as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the areas shown on Tax Map 216, Lot 2C as: (i) “Drainage and Utility Easement Area, 1,242 ±,” (collectively, the “Lot 2C Easement Area”), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2C Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2C, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2C Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners’ Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon

the Lot 2C Easement Area and such other areas of Tax Map 216, Lot 2C, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2C as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2C Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2C shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2C Easement Area.

1.4.2 Tax Map 216, Lot 2C as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to lay, construct, operate, maintain, repair and replace utilities, including, but not limited to gas, water, sewer, electric and cable utilities, and any and all necessary or desirable appurtenant equipment, including, but not limited to, pipes and conduits, within the areas shown on Tax Map 216, Lot 2C as "Drainage and Utility Easement Area, 1,242 ±," (the "Lot 2C Utilities Easement Area"), together with right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time utilities, conduits, lines or other appurtenances necessary to effectuate the terms hereof, and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2C, to enter, pass, and repossess by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2C Utilities Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2C Utilities Easement Area and such other areas of Tax Map 216, Lot 2C, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2C as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2C Utilities Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2C shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2C Utilities Easement Area.

1.4.3 Tax Map 216, Lot 2C as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road: (i) a perpetual and non-exclusive access easement and right-of-way, to pass and repossess, over a portion of the land shown as "20' Wide Public Sewer & Sidewalk Easement," (the "Sewer & Sidewalk Easement Area"); and (ii) the right to place, construct, repair, replace and maintain a sewer line and other sewer

facilities in the Sewer & Sidewalk Easement Area; together with the right to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time a sidewalk, pavement or curbing and sewer lines, pipes and facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2C, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Sewer & Sidewalk Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Sewer & Sidewalk Easement Area and such other areas of Tax Map 216, Lot 2C, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2C as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Sewer & Sidewalk Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2C shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Sewer & Sidewalk Easement Area.

1.5 Easement Burdening Tax Map 216, Lot 2G. Tax Map 216, Lot 2G as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2G as "Drainage Easement Area, 471 S.F. ±" (the "Lot 2G Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2G Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2G, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2G Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2G Easement Area and such other areas of Tax Map 216, Lot 2G, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2G as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2G Easement Area or the remainder of Tax Map 216, Lot 2G. In addition to the above, the owner of

Tax Map 216, Lot 2G shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2G Easement Area.

1.6 Easement Burdening Tax Map 216, Lot 2H. Tax Map 216, Lot 2H as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2H as "Drainage Easement Area, 8,988 S.F. ±" (the "Lot 2H Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2H Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2H, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2H Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2H Easement Area and such other areas of Tax Map 216, Lot 2H, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2H as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2H Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2H shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2H Easement Area.

1.7 Easement Burdening Tax Map 216, Lot 2I. Tax Map 216, Lot 2I as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2I as "Drainage Easement Area, 6,060 S.F. ±" (the "Lot 2I Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2I Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2I, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2I Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of

the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2I Easement Area and such other areas of Tax Map 216, Lot 2I, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2I as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2I Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2I shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2I Easement Area.

1.8 Easement Burdening Tax Map 216, Lot 2J. Tax Map 216, Lot 2J as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2J as "Drainage Easement Area, 6,531 S.F. ±" (the "Lot 2J Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2J Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2J, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2J Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2J Easement Area and such other areas of Tax Map 216, Lot 2J, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2J as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2J Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2J shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2J Easement Area.

1.9 Easement Burdening Tax Map 216, Lot 2K. Tax Map 216, Lot 2K as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216,

Lot 2K as “Drainage Easement Area, 3,083 S.F. ±” (the “Lot 2K Easement Area”), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2K Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2K, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2K Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners’ Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2K Easement Area and such other areas of Tax Map 216, Lot 2K, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2K as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners’ Association shall not do unnecessary damage to the Lot 2K Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2K shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2K Easement Area.

1.10 Easement Burdening Tax Map 216, Lot 2L. Tax Map 216, Lot 2L as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2L as “Drainage Easement Area, 580 S.F. ±” (the “Lot 2L Easement Area”), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2L Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2L, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2L Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners’ Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2L Easement Area and such other areas of Tax Map 216, Lot 2L, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2L as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights,

the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2L Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2L shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2L Easement Area.

1.11 Easement and Covenant Burdening Tax Map 216, Lot 2P.

1.11.1 Tax Map 216, Lot 2P as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual slope and grading easement over the area shown on Tax Map 216, Lot 2P as "Slope Easement Area, 1,491 S.F. ±" (the "Lot 2P Easement Area"), for the purpose of slope control and grading, including the right to: (i) construct, replace, repair, maintain, grade and plant slopes on the Lot 2P Easement Area; and (ii) install appurtenant equipment, facilities and improvements in said Lot 2P Easement Area, and (iii) prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2P Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2P Easement Area and such other areas of Tax Map 216, Lot 2P, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2P as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2P Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2P shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2P Easement Area.

1.11.2 Tax Map 216, Lot 2P as shown on the Plan is hereby subject to a restrictive covenant that there shall be no further subdivision of Tax Map 216, Lot 2P until such time that the adjacent right-of-way between Tax Map 216, Lot 2P and Tax Map 216, Lot 2O is built to the standards of the City of Manchester and accepted as a city street by the City of Manchester. The foregoing restriction shall be and constitute a covenant running with the land and shall be binding upon all successors in interest, transferees, and assignees who are owners and/or users of Tax Map 216, Lot 2P.

1.12 Easement and Covenants Burdening Tax Map 216, Lot 2Q.

1.12.1 Tax Map 216, Lot 2Q as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual slope and grading easement over the area shown on Tax Map 216, Lot 2Q as "Slope Easement Area, 1,746 S.F. ±"

(the "Lot 2Q Easement Area"), for the purpose of slope control and grading, including the right to: (i) construct, replace, repair, maintain, grade and plant slopes on the Lot 2Q Easement Area; and (ii) install appurtenant equipment, facilities and improvements in said Lot 2Q Easement Area, and (iii) prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2Q Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2Q Easement Area and such other areas of Tax Map 216, Lot 2Q, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2Q as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2Q Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2Q shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2Q Easement Area.

1.12.2 Tax Map 216, Lot 2Q as shown on the Plan, is hereby subject to a restrictive covenant for the benefit of Tax Map 220, Lot 15, whereby no trees or shrubs shall be cut down or removed from the area shown as "No-Cut Easement for the Benefit of TM 220 Lot 15, Area 2,586 S.F. ±" (the "Lot 2Q No-Cut Covenant Area"), with the exception of trimming and maintenance from time to time as may be reasonably necessary. The foregoing restriction shall be and constitute a covenant running with the land and shall be binding upon all successors in interest, transferees, and assignees who are owners and/or users of Tax Map 216, Lot 2Q

1.12.3 Tax Map 216, Lot 2Q as shown on the Plan is hereby subject to a restrictive covenant that there shall be no further subdivision of Tax Map 216, Lot 2Q until such time that the adjacent right-of-way between Tax Map 216, Lot 2P and Tax Map 216, Lot 2Q is built to the standards of the City of Manchester and accepted as a city street by the City of Manchester. The foregoing restriction shall be and constitute a covenant running with the land and shall be binding upon all successors in interest, transferees, and assignees who are owners and/or users of Tax Map 216, Lot 2Q.

1.13 Easement Burdening Tax Map 216, Lot 2S. Tax Map 216, Lot 2S as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2S as "Drainage Easement Area, 2,407 S.F. ±" (the "Lot 2S Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2S Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and

other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2S, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2S Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2S Easement Area and such other areas of Tax Map 216, Lot 2S, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2S as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2S Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2S shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2S Easement Area.

1.14 Easement Burdening Tax Map 216, Lot 2T. Tax Map 216, Lot 2T as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2T as "Drainage Easement Area, 7,557 S.F. ±" (the "Lot 2T Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2T Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2T, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2T Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2T Easement Area and such other areas of Tax Map 216, Lot 2T, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2T as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2T Easement Area or the remainder of Lot. In addition to the above, the owner of Lot 21 shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2T Easement Area.

1.15 Easement Burdening Tax Map 216, Lot 2U. Tax Map 216, Lot 2U as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2U as "Drainage Easement Area, 6,670 S.F. ±" (the "Lot 2U Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2U Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2U, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2U Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2U Easement Area and such other areas of Tax Map 216, Lot 2U, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Lot 22 as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2U Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2U shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2U Easement Area.

1.16 Easement Burdening Tax Map 216, Lot 2V. Tax Map 216, Lot 2V as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2V as "Drainage Easement Area, 7,562 S.F. ±" (the "Lot 2V Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2V Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2V, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2V Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2V Easement Area and such other areas of Tax Map 216, Lot 2V, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and

replacing the other areas of Tax Map 216, Lot 2V as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2V Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2V shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2V Easement Area.

1.17 Easement Burdening Tax Map 216, Lot 2W. Tax Map 216, Lot 2W as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2W as "Drainage Easement Area, 301 S.F. ±" (the "Lot 2W Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2W Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2W, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2W Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2W Easement Area and such other areas of Tax Map 216, Lot 2W, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2W as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2W Easement Area or the remainder of Lot. In addition to the above, the owner of Tax Map 216, Lot 2W shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2W Easement Area.

1.18 Easements Burdening Tax Map 216, Lot 2X.

1.18.1 Tax Map 216, Lot 2X as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to flow surface water drainage from the remainder of the Lots, the Property and/or the Road onto the area shown on Tax Map 216, Lot 2X as "Drainage Easement Area, 5,692 S.F. ±" (the "Lot 2X Easement Area"), for the purpose of transporting and draining storm water, runoff and other waters from the Lots, the Property and/or the Roads onto the Lot 2X Easement Area, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of

the above purposes, and upon reasonable prior notice to the owner of Tax Map 216, Lot 2X, to enter, pass, and repass by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2X Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2X Easement Area and such other areas of Tax Map 216, Lot 2X, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2X as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2X Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2X shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2X Easement Area.

1.18.2 Tax Map 216, Lot 2X as shown on the Plan, is burdened by and hereby grants and conveys to the owner(s) of the Lots, the Property and/or the Road, a perpetual easement, privilege, and right to construct, erect, place and maintain a sign on that portion of Tax Map 216, Lot 2X shown as "Sign Easement Area, 1,112 S.F. ±" (the "Lot 2X Sign Easement Area"). The easement rights granted hereunder shall include the right to enter upon the Lot 2X Sign Easement Area to construct, erect, reconstruct, repair, maintain, alter, paint and inspect the sign. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Lot 2X Sign Easement Area as, and to such extent, in the reasonable judgment of the Declarant or the Homeowners' Association, as necessary for any of the above purposes. Said easement includes, and is hereby conveyed together with, the right to enter upon the Lot 2X Sign Easement Area and such other areas of Tax Map 216, Lot 2X, as may be reasonably necessary, with such trench excavators, machinery, equipment, materials and personnel, to effectuate the purposes hereof, and to dig, open and fill pipe trenches, to transport pipe and other necessary materials, doing no unnecessary damage and replacing the other areas of Tax Map 216, Lot 2X as nearly as possible to its condition before work began. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Declarant and the Homeowners' Association shall not do unnecessary damage to the Lot 2X Sign Easement Area or the remainder of the Lot. In addition to the above, the owner of Tax Map 216, Lot 2X shall be prohibited from and shall not build, construct or place any structure, house, edifice, shed, building, playground equipment or other improvement in the Lot 2X Sign Easement Area.

1.19 Covenants and Easements as to the Sewer Force Mains within the Road. The Road is burdened by certain perpetual easement rights to and for the benefit of the Lots and the Homeowners' Association to construct, erect, and maintain a sewer pipe known as a force main to accommodate sewerage from Lots 216-2, 216-2A, 216-2W, and 216-2X as may be propelled

by a private pump station, the pump station shall be maintained by said Lot Owners and located on each of said Lots as shown on the Plan.

2. REPAIRS AND MAINTENANCE; ENFORCEMENT.

2.1. Repair and Maintenance. The Homeowners' Association shall maintain, clean (as necessary), repair and replace (as required) the easement areas set forth in this Declaration, such that the stormwater and drainage structures serving the Lots and the Property are properly maintained and to provide adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities and Easement Areas are to remain in proper working condition in accordance with approved design standards, manufacturer's maintenance recommendations, the City of Manchester's Storm Water Regulations, any applicable long term maintenance agreement with the City of Manchester and any and all applicable laws.

Notwithstanding the limited number of Lots using the sewer force mains and benefitting from the covenants and easements created in Section 1.19 above, it shall be the responsibility of the Homeowners' Association to maintain, repair and replace said force mains and restore the Road as may be necessary following said repair or replacement.

Membership in the Homeowners' Association shall consist of all Lots Owners and the maintenance obligations imposed upon the Lot Owners for said common drainage and appurtenant utilities will be undertaken by the Homeowners' Association, in accordance with the terms hereof; the Homeowners' Association shall establish the means and methods of collecting assessments for expenses relating to the management of the Homeowners' Association and performing all of the acts that may be required to be performed by the Association and each Lot Owner shall be obligated to pay to the Homeowners' Association an annual assessment for the common expenses and maintenance required hereunder and shall pay any other necessary special assessment as described in the Bylaws of the Homeowners' Association.

2.2. Enforcement. The terms, conditions, easement rights and benefits set forth herein may be enforced by either the Declarant (and successors in title to the Lots) or the Homeowners' Association, as if said Declarant (and its successors in title being any Lot Owner) or Homeowners' Association were the grantee hereunder. It is the intention of the Declarant that the Homeowners' Association has all of the rights and benefits of a Lot Owner or the Property Owner with respect to the easements set forth herein.

3. GENERAL PROVISIONS.

3.1. Lot Owner's Reserved Rights. Reserving, however, to the owner of any Lot burdened by any easement described above the right to use the Easement Areas for all purposes which are not inconsistent with rights granted herein, or contrary to any provision hereof.

3.2. Indemnification. The Homeowners' Association shall indemnify and hold the owner of any burdened Lot harmless from and against any and all costs, liabilities, expenses and

claims arising out of any action taken by the Homeowners' Association, or any person claiming through the Homeowners' Association, in the exercise of its rights or performance of its obligations hereunder.

3.3 Runs with the Land. This Declaration and the rights, obligations and privileges granted hereby are perpetual and shall run with the land.

3.4 Successors and Assigns. The terms, conditions, easements, covenants and conditions herein shall be binding and/or to the benefit of the parties hereto, their agents, successors, assigns, customers, tenants, patrons, invitees and licensees. Notwithstanding any other provision hereof, the Declarant or the Homeowners' Association may dedicate the Road to the City of Manchester (the "City"). In the event of a dedication to and acceptance by the City, the City shall have the obligation to maintain the Road and the right to enforce the provisions hereof against any Lot owner burdened by any of the easements set forth herein. Also notwithstanding any other provision hereof, the City shall not have the responsibility to maintain the easement areas described above with the exception of the Lot 2A Utilities Easement Area, Lot 2B Utilities Easement Area, Lot 2C Sidewalk Easement Area, Lot 2D Utilities Easement Area, Sewer & Sidewalk Easement, Lot 2P Easement Area, and the Lot 2Q Easement Area.

3.5 Automatic Transfer; No Merger. This Declaration, including the easements, covenants, restrictions, agreements and obligations contained herein, shall be perpetual, and hereby are deemed to be binding on the heirs, successors and assigns of the owners of the Lot or any units to be constructed on the Lot and conveyed and to be covenants running with the land, and in any deed of conveyance of the Lot or any part thereof or any unit on the Lot to any person or entity, the rights referred to herein shall be incorporated therein by reference to this Declaration and the record hereof shall be considered to vest as easement rights and burdens and shall be established by grant or conveyance of easements confirming the rights of each owner of the Lots set forth in this Declaration.

Upon conveyance of all or any portion of the Property subject to this Declaration, the seller shall be relieved of all obligations created hereunder and relating to the land so conveyed. This Declaration and the terms hereof may not be modified or terminated except by approval of the City of Manchester for such plans reflecting such modification and execution of a document modifying or terminating the Declaration, which shall be signed by the owner of the Lot affected and the Homeowners' Association and recorded in the Hillsborough County Registry of Deeds, terminating this Declaration and all easement rights and burdens hereunder as to such Lot affected.

Notwithstanding the commonality of ownership of the Lots and the use of the word "Easement" herein, the rights and obligations created hereby shall not be defeated, rescinded, revoked, withdrawn or deemed void under any legal doctrine of merger and it is intended that the reciprocal restrictions or covenants herein shall automatically become easements benefitting and burdening the Lots and the Property upon the separation of ownership of the Lots by conveyance.

EXECUTED this 31 day of August, 2017.

MANNING HILL, LLC

Paul P. Brown
Witness

By: Deborah S. DuSault
Deborah S. DuSault, Manager

STATE OF District of Columbia
COUNTY OF Washington DC

This instrument was acknowledged before me on this 31 day of August, 2017
by Deborah S. DuSault as Manager of Manning Hill, LLC



[Signature]
Notary Public/ Justice of the Peace

My Commission Expires: 10/14/2017

Manning Hill Home Owner's
Association
116 Scenic Drive
Manchester, NH 03104
deems@markisland.com

Invoice 242



BILL TO
Donald Yarbrough
222 Scenic Drive
Manchester, NH 03104
United States

DATE 01/31/2024	PLEASE PAY \$930.00	DUE DATE 02/01/2024
--------------------	------------------------	------------------------

DATE	DESCRIPTION	AMOUNT
01/31/2024	Fees Annual HOA Fees for 2024	930.00

This invoice is for your share of the Manning Hill Home Owner's Association (HOA) fees for 2024. Please make payment to the Manning Hill HOA in the amount of \$930 and send c/o Deems Buell at 116 Scenic Drive Manchester NH 03104.

TOTAL DUE **\$930.00**

THANK YOU.