

Greenfield Farms

HOA By-laws

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, AND RESTRICTIONS OF
GREENFIELD FARMS**

THIS DECLARATION is made on this 16 day of November 1999, between DAC Investment Corp., a New Hampshire corporation, Greenfield Farms Development Group, a New Hampshire general partnership, and Greenfield Neighborhood Holding Corp. LLC, a New Hampshire limited liability company, and their successors and assigns (hereinafter referred to as "Declarant").

WITNESS ETH:

WHEREAS, Declarant is the owner of certain land located in the Town of Bedford, Hillsborough County, State of New Hampshire (hereinafter the "Subdivision"). as more particularly described on Exhibit A; and

WHEREAS, Declarant desires to make the Subdivision, and any acquired Additional Land added thereto (the "Property"), subject to this Declaration in order to: (a) provide for the operation, maintenance, repair, and replacement of certain common facilities and amenities located on the Property, and (b) preserve the environment of the Property and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said Subdivision and each owner of a Lot therein; and

WHEREAS, Declarant has deemed it desirable to create a private, non-profit corporation to which should be delegated and assigned the authority to: (a) carry out certain responsibilities relating to the common facilities and amenities described herein and (b) administer and enforce the covenants, restrictions, easements, charges, and liens set forth herein; and

WHEREAS, Declarant has or will establish under the laws of the State of New Hampshire a private, non-profit corporation known as Greenfield F Association, Inc., for the purpose of exercising the aforesaid functions:

NOW, THEREFORE, the Declarant declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS

Section 1. Initial Subdivision. The initial real property held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is the Subdivision although it is intended that the Additional Land shall be annexed and submitted to this Declaration pursuant to Section 2 of this Article so that the Greenfield Farms Subdivision in Bedford and Merrimack, New Hampshire shall be subject hereto.

Section 2. Additional Land. The additional land, described on Exhibit B, shall be annexed to the Subdivision and subjected to this Declaration in phases, as specified in the Greenfield Farm Development Group partnership agreement of April 12, 1999, provided that such annexation occurs within fifteen (15) years from the date of recording of this Declaration. Annexation of other real estate must be approved by two-thirds (2/3) of the Members of the Association and the Town of Bedford Planning Board

The Declarant shall, at any time it acquires any portion of the Additional Land, submit it to the covenants and restrictions of this Declaration by file Amendment with the Hillsborough County Registry of Deeds. The Annexation Amendment shall name the new neighborhood or designate the existing Neighborhood to which the Lots described therein shall belong and shall reference the recorded subdivision plan approved by the applicable municipality.

Any and all future annexations and/or de-annexations as may be provided for herein may be undertaken only after the appropriate consolidation plans, plan amendments and/or re-subdivisions have been duly approved by the Town of Bedford Planning Board in accordance with all the rules and regulations appurtenant to such actions of the Planning Board.

The Annexation Amendment shall contain a legal description of the real property being annexed and shall be executed by the Declarant in recordable form.

Upon recording the Annexation Amendment, the real property described therein shall be subject to all of the provisions of this Declaration and the jurisdiction of the Association pursuant to the terms of the Articles of Agreement and Bylaws.

Section 3. Common Areas: The Common Areas shall be conveyed to the Association (or to the Town of Bedford) by the Declarant in accordance with all regulatory approvals and as approved by the Town of Bedford and/or its Planning Board. The Declarant reserves the right to seek an amendment to any regulatory approval for the purpose of modifying the location and amount of any property comprising the Common Areas, and for the purpose of modifying the improvements to be constructed on such Common Areas. All such Common Areas shall be conveyed to the Association or the Town free and clear of liens, subject to this Declaration and other easements, rights of way and other customary matters of record.

Section 4. Declarant Powers. The Declarant, as used herein, is comprised of three distinct entities organized under the laws of the State of New Hampshire. All decisions made or actions taken by the Declarant shall require a unanimous vote of entities constituting the Declarant.

ARTICLE II

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. The Association shall have one class of voting Members Each Owner shall be a Member of the Association effective as of the date of recording the deed to such Owner's Lot. The Owner(s) of each Lot shall have one vote for each Lot owned by such Owner(s), however, the Declarant shall be a Member entitled to 10 votes for each Lot owned by Declarant.

Section 2. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the fee title to every Lot, subject to the following:

- A. The right of the Association, in accordance with its Articles of Incorporation and by-laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and to undertake all actions related thereto: and
- B. The right of the Association to adapt reasonable rules respecting use of the Common Areas and to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and
- C. The right of the Association to suspend the voting rights and use of the Common Areas for any period during which any assessment remains unpaid for sixty (60) days or for any infraction of any of the published rules and regulations of the Association; and
- D. The right of the Association to impose fines for any infraction of the provisions of this Declaration or of the published rules and regulations so long as any member against whom a fine may be imposed shall first be given the right to a hearing prior to such a fine being levied and
- E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or quasi-public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, subject to approval of the Town of Bedford Planning Board, including the dedication and transfers provided under the Town of Bedford's Recreation Use Agreement; and

- F. The right of the Declarant to grant licenses, right-of-way and easement for access or for the construction, reconstruction, maintenance and repairs of any utilities or appurtenances, whether public or private, to any person or entity, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas, and
- G. The right of Declarant and its sales-agents and/or representative(s) to the use of the Common Areas for sales, marketing, promotion, display, use and exhibit for any purposes; and
- H. The right of the Association to make the Common Areas available to non-Members of the Association

Section 3. Delegation of Rights of Use: Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt.

Section 4. Member's Ingress and Egress Easement: If ingress or egress to any Lot to an Area, any conveyance or encumbrance of any such Common Area shall be subject to an easement for ingress and egress benefiting such Lot.

ARTICLE III **ASSESSMENTS**

Section 1. General Assessment: Each Member of the Association, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, a General Assessment as estimated or currently assessed by its Board of Directors, to meet its annual expenses, levied annually and prorated from date of the deed, including, but in no way limited to, the following:

- A. The cost of all operating expenses of the Common Areas and the services furnished to or in connection with the Common Areas including charges by the Association for any services furnished by it;
- B. The cost of necessary management and administration of the Common Areas including fees paid to any Management Agent:

- C. The cost of utilities and other services which may be provided by the Association for the Common Areas,
- D. The cost of maintaining, replacing, repairing and landscaping the Common Areas, including without limitation such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith:
- E. The cost of funding those reserves established by the Association and
- F. The cost of insurance on the Common Areas and community facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas

Prior to the commencement of each fiscal year, the Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide for, without limitation, the management, operation and maintenance of the Common Areas.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the general assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the general assessment shall thereupon be sent to the Members.

The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed.

No Member may exempt himself from liability for assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas.

Section 2. Special Assessments: In addition to the general assessments authorized by this Article, the Association may levy. In any assessment year, a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate and approved by seventy-five percent (75%) of all Members..

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacement of the Cortunon Area Improvements by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any federally insured institution

The reserve for replacement of the Common Areas may be expended only for the purposes of:

- A) Effecting the replacement of the Common Areas,
- B) Major repairs or equipment replacement, and
- C) Start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas.

The Association may establish such other reserves as the Board of Directors may from time to time consider necessary or appropriate and shall be approved by seventy-five percent (75%) of all Members. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot to which it appears and shall be deemed to be transferred with such Lot.

Section 4. Non-Payment of Assessments: Any assessment levied shall be due on the day authorized by the Board of Directors. Any assessment levied or any installment thereof which is not paid on the date when due shall be delinquent and shall, together with the interest thereon, late charges and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner(s). The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at a rate of eighteen percent (18%) per annum and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Member in the manner now or hereafter provided for, in either of which events, interest, costs and reasonable attorneys' fees shall be accrued and added to the amount of such assessment

The Board of Directors may pass a list of Members who are two quarters delinquent in the payment of any assessment or other fees in any prominent location(s) upon the Property.

Section 5. Assessment Certificates. The Association shall upon request at any time furnish to any Member liable for any assessment levied pursuant to this Declaration a certificate, in writing, signed by an officer of the Association, setting forth the status of said assessment.

Section 6. Commencement of Annual Assessments: The annual assessments for each Member shall commence on the date the deed for the Lot acquired by such Member is recorded in the Hillsborough County Registry of Deeds and each Member shall pay a prorated share for the percentage of days such Member is an Owner in any given fiscal year.

Section 7. Assessment of Declarant: The Declarant, except for lots purchased by DAC Investment Corp. and/or its nominees and/or assigns, shall be exempt from assessment.

Section 8. Exempt Property: No portion of the Common Areas or Roadways shall be subject to assessment of any kind by the Association

Section 9. Working Capital Fund: At the time of recording the deed for a Lot conveyed from a Declarant to another buyer each such Owner shall pay to the Association a one-time non-refundable contribution to the Association's Working Capital Fund in an amount equal to the then existing annual assessment as determined by the Board of Directors. This payment shall be in addition to and shall not be credited toward the general assessment due from each Owner. The Working Capital Fund shall be used by the Association to assist in defraying any of its initial and ongoing operating expenses.

ARTICLE IV

ARCHITECTURAL CONTROL

The purpose and intent of the Architectural Review Board (hereinafter "ARB") is to establish, steward and preserve certain design characteristics and to assist Owners in maintaining and enhancing the architectural characteristics of the community, and to assist the Declarant in enhancing and protecting the desirability of the Property.

Conformity to this community code will create an environment of consistency and harmony, allowing for innovation and the constrained expression of individual character and ingenuity while maintaining the general architectural quality and character of the traditional New England village.

The design of the built landscape at Greenfield Farms shall demonstrate quality and be made from appropriate materials so as to enrich the life of its residents and to enhance property values. The goal is a combined result from the actions of hundreds of individuals that will be in harmony with each neighborhood, the entire Greenfield Farms community and its Master Plan.

Section 1. Required Plan Approvals: Except for purposes of proper maintenance and repair by Declarant, no building, fence, wall or other improvements or structures shall be constructed or substantially changed upon the Property, nor shall any exterior addition to or change, including any change of color of a structure or substantial change to landscaping or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, design, theme, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the ARB) shall have been submitted to and approved in writing as to the harmony of external design, theme, color and location in relation to surrounding structures and topography and conformity with the design, concept for the community by the Board of Directors of the Association or by an ARB appointed by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs sidewalks, curb, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color or landscaping along a Lot line), in any manner whatsoever, the exterior of any improvements constructed upon any Lot or upon any of the Common Areas, or to combine or otherwise join two (2) or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the of Board of Directors or the ARB) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Board of Directors or the ARB appointed by the Board of Directors.

All of the responsibilities and duties herein delegated to the ARB shall be carried out by the Board of Directors of the Association, unless and until the Board appoints such a committee. References hereinafter to the ARB shall apply with equal force and rights to the Board of Directors.

Section 2. ARB - Operation: Until the Declarant has relinquished control of the Association, the initial ARB shall be chosen by the Declarant. After the Declarant has transferred control to the Association, the Board of Directors shall appoint the ARB and the ARB shall be composed of an uneven number of at least three (3) but not more than five (5) natural persons designated from time to time by the Board of Directors from among the Owners. The affirmative vote of a majority of the ARB members shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals: Upon approval by the ARB of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the ARB) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Design approval by the ARB or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed and no obligation of any sort shall be construed against the ARB regarding appropriateness

Where strict conformity with the provisions of this Article would cause undue hardship or injustice to an owner, the ARB shall have the authority to approve a special exception therefrom; provided that there is substantial compliance with said provisions.

The Board of Directors or the ARB shall have the right to charge a reasonable fee for reviewing and/or administering such application

Any such exterior addition to or material change made without approval shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost and expense, plus any costs and fees as may be imposed by the rules and regulations of the Board of Directors or ARB

Section 4. Limitations: Exclusive of the Declarant, construction or alterations in accordance with plans and specifications approved by the ARB pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which the same are approved by the Committee (whether by affirmative action or by forbearance from action). Each such home shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall, again, be required.

There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee.

Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance: Upon the completion of any construction or alterations or other Improvements or structure in accordance with plans and specifications approved by the ARB in accordance with the provisions of this Article, as evidenced by an affidavit filed by the Applicant, the ARB shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the ARB and construct or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations: The ARB may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be suitable for approval and may publish and record such statements of policy, standards and guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-back, minimum building size by neighborhood. materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

Section 7. Appeals: Any Member dissatisfied with a decision of the ARB may within seven (7) days after the rendering of such decision, make an appeal thereof to the Board of Directors. Not less than fifteen (15), nor more than sixty (60), days after the appeal, the Board of Directors shall conduct a hearing thereon. Within fifteen (15) days of such hearing, the Board of Directors may remand with clarifications and/or directions to the ARB affirm, reverse, modify or amend the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the ARB. The Board of Directors is hereby authorized and empowered to promulgate reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors, itself, acts in the capacity of the ARB, no such right of appeal will exist

Section 8. Indemnification: The ARB shall be immune from any action, equitable or otherwise, with regards to any such actions, decisions or actions except for acts of gross negligence or bad faith and any applicant, by initial request for action by the ARB, does agree to forever and in all manner release and waive any claim against any member of the ARB arising from the applicant's application and indemnifies and forever holds harmless the ARB and its members from any action arising out of the applicant's application

Section 9. Requires Plans: Complete Plans and specifications for any and all building or otherwise to be erected on any homesite in Greenfield Farms must be submitted and approved by the ARB. In the event that the ARB finds it necessary to obtain professional services for review, modification or correction of plans, the Owner shall reimburse the ARB for the amount charged for these services. Specific minimum plan requirements are:

- a. Preliminary Plans. Preliminary plans shall first be submitted for purposes of discussion prior to the request for approval on a formal basis to avoid unnecessary hardship
- b. Site Plan: (Scale 1"=20') The site plan shall include, but not be limited to, details for handling surface water run-off, data showing the nature, kind, shape, height, exterior materials, color and location of such buildings and other structures, and the location of any proposed landscaping, paved areas, exterior lighting fixtures, mail and newspaper receptacles or fencing for said building and/or structure. The plan and/or submission shall also specifically note any proposed exceptions to the Property Controls being proposed for approval by the ARB and barring such, any implied exceptions contained within a plan shall not be deemed to have been approved by the ARB.

- c. Landscape Plan: (Scale 1"=20') The landscape plan shall include, but not be limited to, a construction schedule, a plan of the subject property designating the location and design of all landscaping plants, specifications as to the number and size (including both vertical height and caliper) of landscaping plants to be utilized, and final grade of landscaped areas. The plan and/or submission shall also specifically note any proposed exceptions to the Property Controls being proposed for approval by the ARB and barring such, any Implied exceptions contained within a plan shall not be deemed to have been approved by the ARB.
- d. Building Plans and Exterior Elevations: (Scale 1"=1/4") The plan shall include, but not be limited to, a construction schedule, and shall describe the nature and color of all exterior building materials, and depict all structure dimensions and all sides of the proposed structure in full detail. Exterior architectural design, location. structure orientation and landscaping shall be in harmony with surrounding structures and topography. The plan and/or submission shall also specifically note any proposed exceptions to the Property Controls being proposed for approval by the ARB and barring such, any implied exceptions contained within a plan shall not be deemed to have been approved by the ARB.
- e. Utilities Hook-up Plan: This plan shall include, but not be limited to construction details, detailed locations of point of hook-up and connection for any and all utilities, plan and locations of all lateral services to the individual structure(s) or other points of service and certifications of compliance with the installation and standards of the providers of any such utilities as well as certification as to the capacity balng available for the particular utilities being installed and the quantity or quality of use being sought The plan and/or submission shall also specifically note any proposed exceptions to the Property Controls being proposed for approval by the ARB and barring such, any implied exceptions contained within a plan shall not be deemed to have been approved by the ARB.

All plans shall be prepared at the expense of the Owner and submitted to the ARB by the Owner for ARB review.

ARTICLE V

GENERAL RESTRICTIONS

The Lots are intended for the quiet enjoyment of residents and residential use only and the following provisions, in furtherance of this purpose, apply to all Lots and Common Property:

Section 1. Prohibitions Limitations on Uses Nuisances: Exclusive of the Declarant or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance upon the Common Areas:

1. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the Neighborhood or other Members or which shall impair the soundness or safety of any part of the Premises. No use shall be made of any part of the Premises that shall constitute a fire hazard, chemical or biological hazard or other health or safety hazard.
2. The maintenance, keeping, boarding or raising of animals, livestock, or any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling. This shall not prohibit the keeping of dogs, cats or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors shall have the authority, after hearing, to determine whether a particular pet or class of pets is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive.
3. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or as general health and safety practices may dictate. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are adequately controlled or leashed. Each Member who walks a pet on the Common Areas is required to clean up and/or mitigate all waste deposited by their pet within that area. Pets are not permitted to run free upon the Premises except within a Lot which is adequately fenced to protect the escape of any such pet and as is approved by the ARB.
4. No burning of any trash and no accumulation or storage of litter, lumber building material, scrap metals, refuse, bulk materials, waste, new or used building materials or trash or parts of any kind or character of any other kind shall be permitted on any Lot.
5. Except as herein elsewhere provided, no junk vehicle, un-registered motor vehicle, vehicle with a load capacity greater than one (1) ton, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) outside of an approved structure or garage. No tent trailer, camping trailer, house trailer, motor home, camper, recreational vehicle shall be kept on the property in excess of 14 calendar days per year. However this provision does not restrict or prohibit construction vehicles of all types from the Premises provided that such vehicles are used for the construction of homes or development of the property.

6. The Association may, in the discretion of the ARB provide and maintain a suitable area designated for the parking of such vehicles or the like, and may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable.
7. No recreational ATV's, snowmobiles, snow cats, tracked vehicles, air-folt or dirt-bikes or like off-road vehicles shall be permitted to operate within the Premises unless so specifically designated by the ARB.
8. All refuse, recycle, garbage and trash containers must be placed in attractive and suitable walled or screened areas so as to not be visible from adjoining property and/or public roads and ways. On collection days, all containers shall be put out In enclosed containers with secured lids. No incinerator shall be kept or maintained upon any part of the Premises.
9. The provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority or to the Association, the Declarant or any other person for any purpose. No structure, planting or other material shall be placed or permitted to remain upon any Lot wtrich may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels,
10. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose except by Declarant, its nominees, assigns or successors.
11. Except for hoses and the like which are reasonably necessary in mal lawn maintenance and which are strictly temporary in nature no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line or device shall be installed or maintained on any Lot above the surface of the ground.
12. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining properties, or to flood or cause damage to public roads or in any way alter the existing or designed hydrology of the premises,
13. Chain link and other bare wire fencing (with the exception of ARB approved wire mesh inside split-rail fences) is specifically prohibited. The erection of all fences shall be subject to the approvals of the ARB as provided herein.

14. No trees measuring in excess of five (5) inches in diameter two (2) feet above the ground shall be harmed, removed, damaged or cut from any Lot without the prior written approval of the ARB. Any and all areas to be cut or harvested shall be marked by the Lot owner with appropriate flagging delineating edge of cut and shall be walked by Owner and ARB prior to the commencement of cutting operations. Any timber, hedge or woody barrier removed in excess of the edge of cut or removed from within the edge of cut once marked for exclusion from cut zone shall be replaced in kind plus a surcharge of 150% of stock cost, at the Option of ARB be assessed. In the case of impossibility of replacement due to size, species or the like, then a replacement charge of no less than \$500 per plant improperly taken shall be assessed. The ARB may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

15. No temporary structure, and no tent (not more than 30 days per calendar year), shack, barn, kennel, stable, shed or other similar buildings or devices shall be erected, used or maintained on any Lot without the prior written consent of the ARB. Clotheslines shall be permitted as long as not in view of street or neighbor. ARB specifically reserves the right to order the relocation of any temporary structure to a less conspicuous portion of the Lot or premises.

16. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such marketing, promotional or for sale signs as may be developed, maintained and installed by the Declarant, no signs or commercial, political or other advertising devices of any character or nature shall be erected, posted, displayed, projected or inflicted upon the Premises, in or about any Lot or dwelling. However, one real estate "For Sale" sign may be posted on any Lot.

17. No tree, hedge or other landscape feature shall be planted or maintained in a location that obstructs sight lines for vehicle traffic.

18. No antennas, radio or communication towers, satellite reception dishes or dish or similar structures shall be erected on a Lot without the approval of the Declarant and/or shall be subject to the ARB standards. However, a satellite reception dish or dish less than 20" in diameter shall be permitted provided it is not viewable from a street.

19. No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the ARB and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member directly supervise or in any manner attempt to assert control over or interfere with any employee of the Association.

20. No Member shall utilize, or cause to be utilized, any material for the repair, replacement or maintenance (collectively "maintenance") of a roof, or any portion thereof, of a dwelling, garage or other structure that is not in conformity with the materials approved by the ARB as of the date of commencement of said maintenance unless otherwise approved, in writing, by the ARB.

21. All pools must be approved by the ARB. All pools shall be fenced and located in rear yards or side yards but shall not be allowed in front yards, and otherwise protected in accordance with state and local laws. Children's wading pools of less than nine (9) feet in diameter shall be specifically exempt from this regulation so long as they are temporary in nature and reasonably shielded from the public and abutting properties view.

22. Parking is not permitted on the Lots, other than in the garage or on the driveway. The ARB shall be entitled to establish supplemental rules concerning parking on any portion of the Common Areas and Lots, including, without limitation, reasonable fines and provisions for involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

23. No obstruction of traffic on the public roads and no blocking of entries to the various Lots by any means allowed. Owners shall be responsible for the removal of any such obstruction whether caused by members of their household or their lessees, invitees or guests.

24. No air conditioning or treatment units may be placed or installed in the windows of any structure facing a street.

25. Skateboard infrastructure, climbing walls, permanent and temporary ice skating rinks and accessories, archery or gun ranges are subject to ARB standards and approvals. Jungle gyms, swing sets and playgrounds are permitted provided they are located in the backyard of a Lot.

26. No additional detached living quarters shall be allowed.

27. No speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements

28. All plans for exterior lighting shall be submitted to the ARB for approval and Declarant reserves the right to require disconnection until any such exterior lighting = has been approved

29. Owner shall provide any and all barricading, securing or fencing off of un-safe areas at all times. Maintenance of any construction site and related staging, storage or work areas shall be of a standard of street swept clean at the conclusion of each Friday or any period wherein construction shall not be ongoing for 48 hours or more.

30. Owner understands that the Lots which are subject to improvements are or shortly will be for sale to the general public and as such, signage and identity items are an integral part of Declarant's communications program to the public and an important part of the image of the Greenfield Farms Community. As such, Owner agrees to respect all installed signage and identification on the Premises by properly removing and storing such signage to the extent such signage impedes or otherwise interrupts construction activity. All signage removed during construction shall be replaced during any and all shutdowns of construction activity of 48 hours or more or at the conclusion of each workday if no further construction is expected in that area on the next working day. Owner agrees to replace any and all signs damaged or defaced during construction or in the alternative at 150% of replacement costs and such amounts may be assessed by Declarant.

31. All heavy equipment and related materials used in the development or construction of Greenfield Farms shall be stored at a consolidated staging area or upon lots that are under construction when not in use for more than 12 consecutive hours.

32. During any period of construction, Owner(s) shall inspect the roads serving Greenfield Farms and shall cause same to be substantially clear of construction-generated dirt and debris on a weekly basis.

33. In those areas where roadways are complete as to their seeding, planting and/or landscape, Owners shall place an ARB approved site fence along the yard frontage of the construction site to demarcate the edge of site construction and the edge of the landscaped road section of any Lot until the landscape is reestablished or complete.

34. Upon the commencement of any construction that disturbs the landscape or existing natural ground cover, Owner shall plan for the replacement of the landscape prior to the conclusion of planting season in which the construction was commenced but in no event shall such period of time prior to the planting of finish landscape exceed 90 days unless so approved by Declarant or due to acts of God having provided unsuitable weather.

35. Vertical obstructions shall not be erected on Lots without approval of Declarant and must specifically be constructed so as not to impact motor vehicle site distance and so as to respect the street design standards of the Greenfield Farms community

36. Existing dry stacked stonewalls, barriers, survey markers or other delineators of any type shall remain undisturbed unless approved in writing by the ARB. Any damage or destruction of or to such items may be repaired or replaced by Owner or in the alternative shall cause the immediate assessment against the Owner of the minimum cost of replacement plus 33%.

37. No Owner shall dispose of stumps, organic slash or other waste on or about any portion of the Premises without Declarant's approval.

38. All materials storage containers, tanks or vessels maintained on any Lot shall be confined within a dwelling or other permitted structure and may be placed In-ground so long as it does not pose a threat of contamination to the premises. Fuel Storage tanks for any purpose other than home heating or cooking fuel shall not be permitted.

Section 2. Residential Use: All dwellings shall be used for private, single family residential purposes exclusively, and shall be occupied and used only for private residential purposes by the Owner and his or her family, or by tenants of the entire premises and/or Guests of people lawfully in possession of such dwelling. No time-sharing, quarter-sharing, or similar multi-ownership uses shall be permitted. except for accessory apartments in accordance with Town of Bedford ordinances. A professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation as it may relate to Home Occupied Businesses. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a Member of any recognized profession, including doctors, dentist, lawyers, architects and the like, but not including medical or dental clinics, biological or hazardous materials laboratories or facilities of any nature. Nothing contained in this Article, or elsewhere in this Declaration shall be construed to prohibit the Declarant or approved builder from the use of any Lot or dwelling for promotional or display purposes, or as a "model home," a sales office or the like, or to prohibit the placement and use of a sales or construction trailer thereon.

Section 3. Leasing. Any dwelling may be leased so long as it is leased in its entirety. Any lease agreement between a Lot Owner and a lessee shall provide that of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and by-laws of the Association, and that any failure and resultant fines or penalties shall remain the direct responsibility of the Lot Owner and that further, the lessee's failure to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and a copy thereof shall be filed with the Association's Board of Directors so as to provide notice. No portion of any dwelling (other than the entire dwelling) shall be leased to un-related parties, however such provision shall specifically not exclude the use of a portion of such premises for temporary In-law or Nanny Apartment use.

Section 4. Reconstruction After Fire or Other Casualty Loss: In the event any or completely destroyed by fire or other casualty, the owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications approved by the ARB or with such other plans and specifications as may be approved in writing by the ARB.

Section 5. Enforcement: In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Declarant, Board of Directors or the ARB herein, and, upon written notice from the Declarant, Board of Directors or the ARB, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within five (5) calendar days after notice of such violation the Association shall have the right, through its agents and employees to:

- a) take such action as is provided in the Article of this Declaration entitled "Enforcement", and/or
- b) to enter upon or into such Lot or dwelling and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the costs thereof and reasonable attorneys fees incurred thereby may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the owner of such Lot, in all respects and as is otherwise provided for herein.

The Association shall have the further right, through its agents, employees or committee, to enter upon and inspect any Lot or dwelling at any reasonable time for the purpose of ascertaining whether any violation of the provisions of the Article or any of the other provisions or requirements of this Declaration, exist on or in such Lot or dwelling and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the means for enforcement provided elsewhere, the Association shall have the right to levy fines against an Owner or his guests, relatives lessees or invitees, in the manner set forth herein, for violation of this Declaration, the By-laws and any published rules and regulations, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the By-laws and the Articles of Incorporation and such fine(s) shall also become the binding personal obligation of such Owner.

The Board of Directors or the ARB shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the By-laws, Articles of Incorporation or the rules and regulations of the Association are being or have been violated. In the event that a determination of probable cause is made, written notice shall be provided to the Owner of record in the books of the association of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a reasonable but separate fine. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not occur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation but will not, unless specifically waived by the board, eliminate any fees, penalties or fines for such violation.

If a hearing is timely requested, the Board of Directors shall hold the same, and shall hear any and all defenses to the charges, including any witnesses produced.

A fine pursuant to this Section shall be assessed against the Lot or if a guest, against the Lot the Violator occupied or was visiting at the time of the violation, whether or not the violator is the owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.

Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provision of this Declaration, the By-laws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages of any nature or injunctive relief.

ARTICLE VI

MANAGEMENT

Section 1. Board of Directors: The Association shall be governed by a Board of Directors elected and reelected pursuant to the terms of the Articles of Agreement and Bylaws for the Association.

Section 2. Management Agent: The Board of Directors may employ a management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize in compliance with these Declarations, by-laws and articles of Incorporation.

ARTICLE VII

OTHER PROVISIONS

Section 1. Amendment: Subject to the other limitations set forth in this Declaration, this Declaration may be amended solely by the Declarant until the earlier of fifteen (15) years from the date of recording this Declaration or Declarant's relinquishment of control. Thereafter, this Declaration may be amended only by not less than 75% of the Members of the Association. All such amendments shall be recorded in the Hillsborough County Registry of Deeds.

Section 2. Duration: Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants and Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each, unless otherwise voted by at least two-thirds of the existing members.

(c) Acquire, own, hold, improve, build upon, operate, maintain convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Dedicate, sell or transfer all or any part of the common area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be in the best interest of the Association as determined by the Board of Directors;

(e) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(f) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the State of New Hampshire may now or hereafter have or exercise.

ARTICLE IV

No Capital Stock

The Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE V

Membership

The Association shall have one class of voting Membership being owners of lots within the Greenfield Farms Subdivision. Bedford and Merrimack, New Hampshire who shall automatically become Members upon the recording of the deed for such Member's lot.

ARTICLE VI

Voting Rights

Every Owner of any Lot shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Owners shall be entitled to cast one (1) vote per Member's lot owned and the Declarant shall be entitled to cast ten (10) votes per Lot owned by it.

ARTICLE VII
Board of Directors

Except for the Board of Directors established by the Declarant during its period of control the Board shall consist of not fewer than five (5) nor more than seven (7) Directors. The number of directors shall be determined by a vote of the Members at the first annual meeting of the Members and the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members provided, however, that (a) the limitations of this Article shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Directors. The Declarant has the right to appoint all of the initial Directors.

The names and addresses of the persons constituting the initial Board of Directors are as follows:

- | | |
|-------------------------|---------------------------------------|
| 1. Robert S. LaMontagne | 317 South River Road Bedford NH 03110 |
| 2. Robert H. Brooks | 111 Route 101 Bedford, NH 03110 |
| 3. Allan M. Swenson | 1 Wallace Road Bedford, NH 03110 |

Each of the initial Directors shall continue to serve as the Association's Board of Directors until the date of transfer of control or the resignations, death or other inability of an initial Director to serve. If an initial Director shall resign, die or otherwise be unable to serve, he shall be replaced by an appointee selected by the remaining members of the faction to which he belonged, determined by reference to the Greenfield Farms Partnership Agreement and Memorandum of Agreement dated April 12, 1999.

ARTICLE VI
Dissolution

The Association may not be dissolved without the assent given in writing and signed by not less than seventy-five percent (75%) of all outstanding votes of members and with the written approval of The Town of Bedford Planning Board. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets shall be mailed to every member not less than twenty (20) days nor more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Association, other than that incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public or quasi-public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be

granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE

IX

Duration

This Association shall exist perpetually,

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the outstanding votes of all Members.

IN WITNESS WHEREOF the undersigned has signed, sealed and delivered these Articles of Incorporation as their own free act and deed on this day of

NAME AND SIGNATURE OF INCORPORATOR

<u>NAME AND SIGNATURE OF INCORPORATOR</u>	<u>POST OFFICE ADDRESS</u>
1. _____ Signature	_____ Street
_____ Name (Please Print)	_____ City/Town State Zip
2. _____ Signature	_____ Street
_____ Name (Please Print)	_____ City/Town State Zip

3. _____
Signature

Street

Name (Please Print)

City/Town State Zip

4. _____
Signature

Street

Name (Please Print)

City/Town State Zip

5. _____
Signature

Street

Name (Please Print)

City/Town State Zip

Town Clerk's Office of Bedford, New Hampshire received and recorded this ____ day of
September, 1999.

Town Clerk's Signature

Town Clerk's Name (Please Print)

Town Clerk's Office of Merrimack, New Hampshire received and recorded this ____ day
of September, 1999.

Town Clerk's Signature

Town Clerk's Name (Please Print)

**GREENFIELD FARMS HOMEOWNERS ASSOCIATION
BY-LAWS**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is GREENFIELD FARMS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be 317 South River Road, Bedford, New Hampshire 03110, but meetings of Members and directors may be held at such places within the State of New Hampshire as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to the GREENFIELD FARMS HOMEOWNERS ASSOCIATION, a non-stock, non-profit New Hampshire corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Easements and Restrictions of Greenfield Farms, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all property owned, controlled or administered by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any subdivided parcel of land shown upon the approved Comprehensive Plan and as may be subsequently modified by a recorded subdivision plan of the Property with the exception of the Common Areas and that land dedicated and/or conveyed to the Town of Bedford or Merrimack.

Section 5. "Owner" shall mean the Declarant as to lots owned by it and the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, excluding those having a property Interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Greenfield Farms Development Group. DAC Investment Corp., and the Greenfield Neighborhood Holding Company, L.L.C.. their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants Conditions, Easements and Restrictions applicable to the Property recorded in the

Registry of Deeds for Hillsborough County including amendments and supplements thereto.

Section 8. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

Section 9. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots.

ARTICLE III **MEMBERSHIP**

Section 1. Membership. The Association shall have one class of voting Members being all Owners each having one vote per lot owned. The Declarant shall be entitled to ten (10) votes for each lot owned by Declarant. Declarant shall have sole and exclusive right to appoint officers and directors of the Association until June 1, 2014.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 1. Place of Meeting. Meetings of the Members shall be held at the principal office or place of business of the Association or at such other suitable place within the State of New Hampshire designated by the Board of Directors

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at such time and place as may be designated by the Board of however, that the first annual meeting of the Members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Association or earlier if required by law. Thereafter, the annual meetings of the during the same month of each succeeding year. The Members may transact such business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by a vote of at least twenty-five percent (25%) of the outstanding voting rights having been presented to the Secretary. The Secretary shall inform the Members who petition for a special meeting of the reasonably estimated cost of preparing and mailing a notice of the meeting and, upon payment of the estimated cost to the Association, shall notify each Member entitled to notice of the meeting. 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 spoci. in the notice

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the Membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice to either address shall be considered as notice served. Attendance by a Member at afly meeting of the Members, either in person or by proxy. shall be a waiver of notice by him of the time, place and purpose of that meeting Notice of any annual or special meeting of the Members of the Association may also be waived by any Member either prior to, at or after any such meeting

Section 5. Roster of Membership The Board of Directors of the Association shall maintain a roster of the names and addresses of each Member to which written notice of meetings of the Members of the Association shall be delivered or mailed. Each Owner shall be the responsible to furnish the Board of Directors with their name(s) and current mailing address.

Section 6. Quanum: The presence, either in person or by proxy of Members entitled to nt (25%) of the outstanding votes shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members.

Section 7. Voting. At every meeting of the Members, all Members shall have the right to vote on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of the Membership present at the meeting. In person or by proxy. shall be necessary to decide any question brought before such meeting. unless otherwise required by the Declaration. The vote of any group of Members owning a particular Lat may be exercised by any of them present at any meeting in the event any Lot is owned by a corporation, then the vote for any such corporation shall require evidence of corporate authority. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any lot which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection of protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to Inquire as to the authority of the person casting such vote or votes No Member shall be eligible to vote. either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. Any proxy must be in writing and must be filed with the Secretary In form approved by the Board of Directors before the appointed time of each meeting.

Section 9. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the Board of Directors..

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. Until such time as Declarant has relinquished control of the Association, the affairs of the Association shall be managed by a Board of Directors consisting of three (3) natural persons determined in accordance with the Articles of Agreement. Decisions of the initial Board of Directors shall require a two-thirds (2/3's) Vote.

Commencing with the first annual meeting of the Association in which the Declarant has relinquished control, the Board of Directors shall consist of an uneven number of not fewer than five (5) nor more than seven (7) Members who shall be elected by the Members of the Association. Decisions shall be by majority vote.

Section 2. Term of Office. After the Initial Directors have resigned, three Directors elected shall be elected for a term of two (2) years and the remaining elected Directors for a term of one year. Such Directors shall serve without compensation.

Section 3. Removal. After relinquishment of Declarant's control and the resignation of the initial Directors, in the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

ARTICLE VI
NOMINATION, ELECTION AND MEETINGS OF DIRECTORS

Section 1. Nomination. Any Owner may nominate another Owner for the position of Director.

Section 2. Election. The Owners receiving the largest number of votes shall be elected after the Owners have decided whether 5 or 7 Directors shall constitute the Association's Board of Directors

Section 3. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or facsimile, at least five (5) business days prior to the date named. for such meeting.

Section 4. Special Meetings Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or

Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

Section 5. Quorum. A majority of Directors shall constitute a quorum for the transaction of business.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to, in conformance with the terms of the Declaration.

- (a) adopt and publish rules and regulations governing the use of the Common Areas and to establish penalties for the infraction thereof
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Agreement, or the Declaration
- (c) declare a Director's seat to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors:
- (d) employ a manager, an independent contractor, or other employees as deemed necessary:
- (e) impose reasonable fines for any infraction of the provisions of the Declaration or of the published rules and regulations so long as any Member against whom a fine may be imposed shall first be given the right to a hearing before the board relative to the fine, and
- (f) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all meeting minutes and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Members.
- (b) supervise all officers agents and employees of this Association, and to see that their duties are properly performed
- (c) as more fully provided in the Declaration, to

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (d) Issue upon request by any Owner, a certificate setting forth whether or not any assessment has been paid and to charge a reasonable fee for the issuance of a such a certification.
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) secure bonding for fiscal positions as it may deem appropriate
- (g) cause the Common Areas to be maintained
- (h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration.

ARTICLE VIII
LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every person who is or was an officer or Director of the Association or the Architectural Review Board or other committee duly appointed by the Associations Board of Directors and who was, is or was threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative if that person (1) acted in good faith; and (ID) reasonably believed (a) in the case of conduct in that person's official capacity that the conduct was in the best interest of the Association; and (b) in all other cases the that conduct was at least not opposed to the best interest of the Association; and (iii) in the case of any criminal proceeding, had not reasonable cause to believe that the conduct was unlawful. The Association shall indemnify and forever hold each such officer Director and/or the members of a duly authorized committee as aforesaid free and harmless against any and all liability to others on account of any such contract or commitment however such indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnification pursuant to the provisions of the Article have been adjudged to be liable to the Association. Reasonable expenses incurred by an person who is or was an officer or Director of the Association or a member of a duly authorized committee, as aforesaid

and who is a party to any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, may be paid or reimbursed by the Association:

The provisions of this Article do not limit the power of the Association to pay or reimburse expenses incurred by any person who is an officer or Director of the Association and/or the members of a duly authorized committee as aforesaid in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving the Association, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition to, and not exclusive of any other rights to which any person who is or was an officer or Director of the Association and/or the members of a duly authorized committee as aforesaid may be entitled by law, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was an officer or Director of the Association and/or the members of a duly authorized committee as aforesaid against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Association would have the power to indemnify against such liability pursuant to the provisions of this Article, or otherwise. Any indemnification of, or advance of expense to, any person in accordance with the provisions of the Article, if arising out of a proceeding by or in the right of the Association, shall be reported in writing to the Members of the Association with notice of the next annual meeting of Members of the Association or prior to the next annual meeting of members.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint an Architectural Review Board, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, reasonable insurance as determined by the Board of Directors.

ARTICLE XI

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

In the event of damage or destruction to the Common Areas, the same shall be promptly repaired. replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Areas with the proceeds of insurance available for that purpose, if any or as may be otherwise voted upon by the outstanding votes. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Areas or in the event such damage or destruction is caused by any casualty not insured against ther and in either of those events and upon a vote of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall begin be a calendar year.

Section 2. Books and Accounts Books and accounts of the Association shall be kept according to Generally Accepted Accounting Principals

Section 3. Financial Reports. The Association shall furnish the Owners with an annual financial statement, including the income and disbursements of the Association within one hundred eighty (180) days following the end of each fiscal year.

Section 4. Inspection of Books. The books and accounts of the Association and all other financial records shall be available for examination by the Owners and their duly authorized agents or attorneys at some place designated by the Board of Directors, during normal business hours and for purposes reasonably related to their respective Interests and after reasonable notice and acceptance thereof.

ARTICLE XIII

AMENDMENT

Section 1. Amendments Subject to the other limitations set forth in these By-Laws, these By-Laws may be amended by the affirmative vote of seventy-five (75%) percent of all outstanding votes of the Members,

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the outstanding votes of the Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

Section 3. Amendments by Declarant. Notwithstanding the foregoing, these By-Laws may be amended by the Declarant until Declarant has turned control of the Board of Directors over to the Association

ARTICLE XIV

MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these By-Laws shall be given in writing

Section 3. Severability. In the event any provision(s) of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5 Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

Section 3. Construction and Enforcement: The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or enjoin such violation or to remove such violation or to recover damages or all of the foregoing, and against any Lot to enforce the lien created hereby, all at the cost of the Owner in violation, both as to court costs and reasonable attorneys' fees and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do thereafter. The provisions hereof may be enforced, without limitation by the Association or in the Associations absence of enforcement, by any Owner. There shall be, and there is hereby, created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by the recovery of damages.

Section 4. Successors of Declarant: Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred by any Declarant provided notice of such assignment or transfer is recorded in the Registry of Deeds..

Section 5. Incorporation by Reference on Resale: In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by direct reference to the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing and/or by facsimile transmission completed to the last known facsimile address of the person who appears as Member or owner on the records of the Association at the time of such transmission.

Section 7. No Dedication to Public Use: Nothing herein contained shall be construed as a dedication to public use or as a acceptance for maintenance of any Common Areas or community facility by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or Community Facilities, except as provided for in the Town of Bedford Recreation Agreement

Section 8. Severability: Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect

Section 9. Changes Required by Lenders or Governmental Agencies

Notwithstanding any provision to the contrary contained in the Articles of Incorporation or by-laws of the Association or this Declaration, the Declarant shall have and hereby make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the by-laws of the Association if such modifications, additions or deletions are required by VA, FHA, FHLMC, FNMA, or other lending institutions or by a government or municipal agency, provided that such modifications, additions or deletions do not adversely affect the right of any Owner.

Section 10. Waiver: The Declarant further reserves the right to waive in writing any exception, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the by-laws of the Association and by acceptance of a Deed to any part of the premises, an Owner agrees to forever hold harmless the Declarant for any such waivers which may be granted.

Section 11. Taxes and Assessments: It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Areas is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the property tax assessment for each such Lot, and, as a result, any property tax assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

Section 12. Captions and Gender: Declarant shall mean one or more of the entities constituting the Declarant hereunder. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 13. Town of Bedford Management Requirements. The following provisions are the express and required provisions of any and all associations brought about as a result of the use of the Town of Bedford's Cluster Residential Subdivision Ordinance and may not be amended or otherwise altered without the express written consent of the Town of Bedford Planning Board and hereby apply to those portions of the Property lying in Bedford, New Hampshire:

A. Failure to Maintain Common Area

(1) Notification by Town

In the event that the organization established to own and maintain the open space areas, or any successor organization, or the owner or owners of the dwelling units located within the development who own said open space shall, for any reason, fail to maintain the open space in reasonable order and condition in accordance with the approved final plan, the Town Council shall serve written notice upon such organization, successor organization, or residents setting forth the deficiencies in the maintenance, order, and condition of the open space.

(2) Contents of Notice:

Such notice shall include a demand that said deficiencies be cured forthwith and that a statement of intent to comply and a date of compliance shall be filed with the Town Council within fourteen (14) days of said notice

(3) Town Action by Failure to Correct Deficiencies:

If such maintenance shall not have been performed or said statement of intent shall not have been filed by the stated time, the Town, in order to preserve the taxable values of the properties within the development and to prevent nuisance, may enter upon the common areas and maintain such for a period of not more than one (1) year. Said entry and maintenance shall not vest any rights in the general public to the use and enjoyment of the common area.

(4) Notice of Public Hearing Prior to Expiration of Town Maintenance:

Before the expiration of that period, the Town shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the common area, call a public hearing to be held by the Town Council. Notice of such hearing shall also be given to the officers of the organization.

(5) Public Hearing:

At the hearing, the organization or the residents of the development shall show cause why such maintenance by the Town shall not, at the election of the Town, continue for a succeeding year or other designated period.

(6) Continuance of Town Maintenance:

- (a) If the Town Council shall determine that such organization is not ready and able to maintain said common area in a reasonable condition, the town may, in its discretion, continue to maintain said common area the next succeeding year and subject to a similar hearing and determination, during each succeeding year thereafter.
- (b) The decision of the Town Council in any such case shall constitute a final administrative decision.

B. Cost of Such Maintenance by the Town:

- (1) The cost of such maintenance by the Town shall be assessed against the properties in the development in direct relation to their proportionate interest in the common area and shall become a tax lien on said properties.
- (2) At the time of entering upon said common areas for the purpose of maintenance; notice of such lien shall be filed in the Office of the Hillsborough County Register of Deeds.

Section 14. Minimum Standards: These Property Controls are to be considered the minimum. Wherever the provisions of any ordinance or duly promulgated rules or regulations of the Town of Bedford or any other Governmental entity with jurisdiction over Greenfield Farms impose stricter standards or more stringent conditions and restrictions than those required by the Property Controls, such ordinances, rules or regulations shall govern.

ARTICLE VII
EASEMENTS RESERVED

The Declarant reserves a perpetual, non-exclusive, transferable easement, without limitation or restriction, to facilitate development of property now owned or hereafter acquired by the Declarant, its successors and assigns adjacent to or near the Subdivision. Such easement shall include the right to construct, connect to and use access ways and roadways, utilities, walkways and other portions of the Subdivision property in connection in any way whatsoever with the construction of improvements and for necessary or desirable access and utility service to and from such adjacent and nearby properties

A blanket non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installation, maintenance, repair and replacement of all utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the Subdivision or any other development on adjacent or nearby land, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section shall include, without limitation, rights of the Declarant or the appropriate utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the Lots and Common Properties. Notwithstanding the foregoing, any such easement shall not be exercised as to materially interfere with the use or occupancy of any residence on a Lot.

A blanket and non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Subdivision as long as the Declarant, Its successors and assigns shall be engaged in the construction, development and sale of lots and units within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with Subdivision roads and utility system for such development. Furthermore Declarant reserves all Easements, Rights and Interests in and to all Common Property conveyed to the Town of Bedford consistent with the existing Recreation Use Agreement.

An exclusive easement is reserved to the Declarant, its successors and assigns, Over all Lots and Common Areas for landscaping, including the placing, maintaining and replacing of trees, flowers, shrubs, groundcovers and walls. Owners shall not interfere with the landscaping established pursuant to the terms hereof.

All areas disturbed shall be restored by the party performing the work to the condition it was in prior to any work being performed. Further, the party performing such work shall have adequate liability and workman's compensation insurance, in an amount acceptable to the Declarant.

ARTICLE IX
PROPERTY RESERVED

Section 1. Statement of Purpose: The Declarant recognizes that the Property has been used as a farm by the Swenson family, and that houses, barns, and other structures have been constructed and used on certain lots prior to these Covenants, including the lots identified below as the Reserved Lots. The Declarant finds that it is consistent with the purpose of these covenants to allow the continuation and use of the present structures on certain Reserved Lots and the continuation of the present uses of the Reserved Lots, provided such uses do not unreasonably interfere with the plan of development of the remainder of the Property

Section 2. Reserved Lots: The following Proposed Lots are reserved from certain provisions of these Covenants, as described in this Article:

- A. Lot 38-12-175;
- B. Lot 38-12-176; and
- C. Lot 38-12-1

(The "Reserved Lots"). For purposes of this Article, the term "Proposed Lots" means the lots shown on the comprehensive plan entitled "The Greenfield Farms Arboretum, approved by the Town of Bedford Planning Board as a comprehensive plan on September 9, 1991, which may not be conveyed as separate lots until final subdivision approval is granted.

Section 3. Reservation from Restrictions: The Reserved Lots shall be reserved from the following provisions of these Covenants:

- A. Assessments: In recognition that the uses and structures on the Reserved Lots existed prior to these Covenants, the Reserved Lots shall not be subject to assessments contained in Article III, except for sewer assessments which may be assessed on any of the Reserved Lots connected to or making use of sewer system of the Association.
- B. Architectural Review. The approval of the ARB, under the provisions of Article I. Architectural Control, will be deemed granted, without further application, for maintenance or repair of any existing structures on any of the Reserved Lots, provided such maintenance and repair does not substantially change the exterior design and location of the existing structures or the existing uses of the Reserved Lots.
- C. General Restrictions: The reserved lots shall not be subject to the following general restrictions contained in Article V.

1. Agricultural Uses. Notwithstanding the use limitations and prohibition contained in Article VI, the Reserved Lots may be used for agricultural and farming, including without limitation (a) operation, repair, maintenance, and storage of farm equipment and machinery, except that the repair and maintenance of machinery, shall, if reasonably possible, be performed within barns or structures on the lots; (b) sale of farm produce at a farm stand or similar facility on Lots 38-12-175, or 176, and (c) use of the existing fields associated with the Reserved Lots for farm purposes, including any alteration of terrain and erection of fences necessary for such uses, provided, however, there shall be no exterior storage of manure or noxious materials.

2. Residential Use: The existing house on Lot 38-12-176 is reserved from the use limitations and prohibition contained in Article VI, sections 2 and 3 to the extent those provisions would not allow the continuation of the uses of Lot 38-12-176 existing as of the date of this Declaration

Section 4. Duration of Exemption: The following exemptions for the Reserved Lots shall lapse upon the following events:

- A. Lot 38-12-176. The exemption for Lot 38-12-176 from the restrictions contained in Article V sections 2 and 3, shall continue until uses that do not otherwise conform to these covenants have been discontinued for two consecutive years.
- B. Lot 38-12-175 and 38-12-176: The exemption of the Lots from any restrictions on use for agricultural and farming operations shall continue until the later to occur of: (a) the cessation of all farming or agricultural use on the Reserved Lots for a period of two years in any five year period, or (b) the conveyance of the property to any person not a member of the Swenson family, a trust for which the beneficiaries are not members of the Swenson family, or a business entity for which members of the Swenson family do not hold a controlling interest. For purposes of this section, the Swenson family shall be deemed to include Allan and Barbara Swenson, their children, and the spouses of their children.

Section 5. Municipal Land Use Regulations: Notwithstanding anything in this article to the contrary, the Reserved Lots shall remain subject to all provisions of and restrictions contained in the Town of Bedford Zoning Ordinance and other land use regulations, to the extent applicable.

ARTICLE XI

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Association shall mean and refer to the Greenfield Farms Homeowners Association ("GFHA") and its successors and assigns.

Approved Structure shall mean a permanent structure approved by the ARB and used for the purposes of housing, storing vehicles, trailers or other acceptable personal goods and chattels.

Architectural Review Board (ARB) shall mean a review board with a minimum of 3 persons at all times, whose primary function is to approve all plans, specifications and site plans for all structures, residential or otherwise, to be erected on any Lot in Greenfield Farms and to perform other functions as herein designated.

Assessment shall mean the amount assessed from time to time by the GFHA against each owner in accordance with this Declaration and the by-laws.

Common Areas shall mean all property owned, controlled or administered by the Association for the common use and enjoyment of the Owners and the public,

Development Plan shall mean the approved Comprehensive Plan for Greenfield Farms Arboretum and all subsequent subdivision Plans prosecuting such plan including all amendments thereto, as may be made from time to time,

Greenfield Farms shall mean that portion of real property owned or under ped by the Greenfield Farms Development Group and being more particularly described on a plan recorded at the Hillsborough County Registry of Deeds known as "Plan of Lands, Greenfield Farms Development Group' by Licensed Land Surveyor Wilson Stewart plan #25583.

Guests shall mean one or many who are the recipient of hospitality at the home of an Owner on a short-term basis.

Improvements shall mean the labor and/or materials implemented for the purposes of making beneficial additions or changes to property or existing conditions.

Lot shall mean and refer to all parcels of land which are part of the Property and shown on any recorded Comprehensive or subsequent subdivision plan or plat of the Property in prosecution thereof, with the exception of the Common Areas and Roads and last shown on the plan recorded prior to the initial conveyance of such lot.

Mortgagee shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots.

Member shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of Membership in the Association.

Neighborhood shall mean and refer to any group of Lots that the Board of Directors of the Association may so designate as having a commonality of interest between one another different and separate than that interest shared by all the Lots of Greenfield Farms. Nuisance shall mean a person or act that is inconvenient, annoying, or vexatious or a course of conduct that interferes with the legal rights of others by causing damage, annoyance, or inconvenience. For purposes of this definition, the term annoyance shall mean acts taken or conduct undertaken that causes an ongoing irritation to another or that are generally considered to be troublesome, provocative or of a nature that would normally harass or disturb another

Ordinary House Pets shall mean commonly encountered and customary animals of no exceptional character or existence that are boarded within the finished area of the home and are maintained for the purposes of amusement or companionship and which do not cause unique or specific threats to the public health, safety and welfare.

Owner shall mean and refer to the record Lot owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

Property shall mean the real estate described in Section 1 and all additional land added by annexation.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be
Executed by authorized representatives this 16 day of November 1999.

DAC INVESTMENT CORP.

BY: [Signature]
Robert S. LaMontagne, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 16th day of
November, 1999 by Robert S. LaMontagne, President of DAC Investment Corp.,
a New Hampshire corporation, on behalf of the corporation.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:

DONNA H. STARLING, Notary Public
My Commission Expires March 3, 2004



BK6181PG0414-A

GREENFIELD FARMS
DEVELOPMENT GROUP

BY: *Robert S. LaMontagne*
Robert S. LaMontagne, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 16th day of
November, 1999 by Robert S. LaMontagne, Manager of Greenfield Farms
Development Group, a New Hampshire partnership, on behalf of the partnership.

Donna H. Starling
Notary Public/Justice of the Peace
My Commission Expires:

DONNA H. STARLING, Notary Public
My Commission Expires March 3, 2004



BK6181PG0975

GREENFIELD NEIGHBORHOOD
HOLDING CORP. LLC

BY: [Signature]
Robert S. LaMontagne, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 16th day of
November, 1999 by Robert S. LaMontagne, Manager of Greenfield
Neighborhood Holding Corp. LLC, a New Hampshire Limited Liability company, on
behalf of the partnership.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:

DONNA H. STARLING, Notary Public
My Commission Expires March 3, 2004



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EXHIBIT A

Property located in Bedford.

All of that certain real property shown on a certain plan entitled "Tax Map 38, Lot 10. Bedford, N.H. 03110, East Greenfield Farms The Crescent, Baileys' Green and Adams' Green Neighborhoods," dated November 1, 1995. prepared by Jones & Beach Engineers, Inc., and recorded in the Hillsborough County Registry of Deeds as Plan No. 28206 and on a certain plan entitled "East Greenfield Farms Final Subdivision Plan The Greenfield, Barnside and Trellis Way Neighborhoods, dated November 28, 1995, prepared by Jones & Beach Engineers, Inc., and recorded in the Hillsborough County Registry of Deeds as Plan No. 29466.

EXHIBIT B

Property located in Bedford and Merrimack N.H.

All of the land shown on a Plan of land entitled "Plan of Lands for Greenfield Farms Development Group Bedford and Merrimack New Hampshire' recorded in the Hillsborough County Registry of Deeds as Plan No. 25583

ARTICLES OF AGREEMENT
OF
GREENFIELD FARMS HOMEOWNERS ASSOCIATION

We, the undersigned, have associated for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of New Hampshire.

ARTICLE I
Name of Corporation

The name of the Corporation is Greenfield Farms Homeowners Association (hereinafter called the "Association.")

ARTICLE II
Principal Office

The initial principal office of the Corporation is 317 South River Road, Bedford, New Hampshire 03110.

ARTICLE III
Powers and Purposes

This Association does not contemplate pecuniary gain or profit to the members thereof. and the specific purposes for which it is formed are to provide for or assure the maintenance, preservation and architectural control of the Property subject to the Declaration of Covenants, Conditions, Easements and Restrictions of Greenfield Farms including such additions thereto as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the Owners of the Property and any additions thereto as may hereafter be brought within the Jurisdiction of this Association. All capitalized terms hereinafter set forth, if not otherwise defined herein, shall have the meaning ascribed to them in the Declaration. For the purpose set forth above, the Association shall have the power and authority to:

- (a) Exercise the powers and privileges and perform the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions, Easements and Restrictions, hereinafter called the "Declaration, recorded in the Hillsborough County Registry of Deeds, as may be amended and said Declaration is hereby incorporated herein and made a part hereof;
- (b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith:

GREENFIELD FARMS SUBDIVISION

**Good Faith Proposed Budget Estimate
1999**

Common Property maintenance, insurance, etc.: **\$250.00**

Total Annual Assessment: **\$250.00***

*Does not include initial \$250.00 working capital contribution due from each homeowner at closing.