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DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR
ROBBE FARM ROAD COMMUNITY

Peterborough

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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
ROBBE FARM ROAD COMMUNITY**

This Declaration made this ____ day of _____, 2003, by
ROBBE FARM ROAD LLC of Old Peterborough Road, RR2, Box 166B, Peterborough,
Hillsborough County, New Hampshire, hereinafter referred to as "Declarant."

WHEREAS, Declarant owns, in fee simple, the real property described at Exhibit
A hereto, and intends to create thereon a residential community consisting of 39 clustered lots
intended for single-family residency, together with common property, improvements and
amenities, serviced by a roadway which shall be maintained by the Declarant until such time as it
may be accepted by the Town of Peterborough, all known as the ROBBE FARM ROAD
COMMUNITY (the "Community").

WHEREAS, Declarant desires to provide for the preservation of the values and
amenities in the Community and for the maintenance of said improvements and amenities, and
all other common facilities, and, to this end, desires to subject the real property described at
Exhibit A hereto to the covenants, restrictions, easements, charges and liens hereinafter set forth,
each, every, and all of which is and are hereby declared to be for the benefit of said property and
each and every present and future Owner of any and all parts thereof;

WHEREAS, Declarant deems it advisable for the preservation of the values and
amenities in the Community to create a homeowners association to which shall be delegated and
assigned the power and authority to administer and enforce the covenants and restrictions
governing the Community, and to collect and disburse all assessments and charges necessary for
such maintenance, administration, and enforcement, as are hereinafter provided; and

WHEREAS Declarant has caused to be incorporated under the laws of the State of New Hampshire a voluntary corporation known and designated as the Robbe Farm Road Community Association to perform the functions aforesaid, which are hereinafter more fully set forth.

NOW, THEREFORE, Declarant declares that property described in Exhibit A is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth under the name "Robbe Farm Road Community."

ARTICLE I **Definitions**

- A. Architectural Control Committee shall mean the Board of Directors of the Association or a committee appointed by the Board of Directors of the Association for the purposes set forth in Article VIII of this Declaration.
- B. Articles shall mean the Articles of Incorporation, including any amendments thereto, of the Association.
- C. Assessment shall mean the amount assessed from time to time by the Association against each Owner per lot owned, in accordance with the Declaration.
- D. Association shall mean the Robbe Farm Road Community Association, a New Hampshire voluntary corporation.
- E. Board or Board of Directors shall mean the Board of Directors of the Association.
- F. By-Laws shall mean the By-Laws including any amendments thereto, of the Association, which are attached hereto as Exhibit D.

G. Common Expenses shall mean all lawful expenditures made or incurred by or on behalf of the Association, together with all lawful assessments for the creation and maintenance of reserves pursuant to the provisions of the Declaration and By-Laws.

H. Common Property or Common Properties shall mean the real property described in Exhibit B, or any future property, both real or personal, acquired by the Association by purchase, gift, lease or otherwise to be devoted to the common use and enjoyment of the Owners.

I. Community shall mean the residential community which Declarant intends to create hereby and any additions thereto, to be known in its entirety as the Robbe Farm Road Community or, where the context so requires, the land on which the Community is to be located.

J. Declarant shall refer to Robbe Farm Road Limited Partnership, and its expressly so designated successors and assigns as owner of any portion of the Premises.

K. Declaration shall mean this document and all Exhibits thereto, as amended from time to time.

L. Eligible Holder shall mean any holder of a first mortgage on a lot which holder has requested in writing that the Association notify it with respect to Material Amendments.

M. Institutional, as used in conjunction with "Lender," "Holder," "Mortgagee," or "First Mortgagee," shall mean a commercial or savings bank, a savings and loan association, a trust company, an established mortgage company, a private mortgage insurance company, an insurance company, a pension fund, any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof, the Veterans' Administration (VA), the Federal National Mortgage Association (FNMA), the Federal Home

Loan Mortgage Corporation (FHLMC), a federal credit union, and any other lender authorized to do business in the United States of America and the State of New Hampshire, and generally recognized in the area as an institutional-type lender.

N. Lot shall mean a parcel of real property intended for single-family residency within the Community and any improvements erected thereon.

O. Manager, Management Agent, or Managing Agent shall mean a professional management agent employed by the Association to perform such duties and services as the Board of Directors shall authorize in conformance with this Declaration.

P. Material Amendment is defined in Exhibit E hereto.

Q. Member shall mean each and every Owner of a lot who belongs to the Association as provided in Article V.

R. Owner shall mean the record owner(s), whether one or more persons or entities, of the fee simple title to any lot but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any procedure in lieu of foreclosure. The term "Owner" shall not refer to any lessee or tenant of an Owner.

S. Plans shall mean final subdivision plans approved by the Peterborough Planning Board consisting of 5 sheets entitled Site Plan for Robbe Farm Road Subdivision, Union Street, Peterborough, New Hampshire, prepared by Clough, Harber & Associates, dated January 30, 2002 and recorded on as Plan No. 31965 in the Hillsborough County Registry of Deeds on September 6, 2002, and any duly recorded revisions to said plans.

T. Premises shall mean the real estate in Exhibit A attached hereto, being the land subject to the terms of this Declaration immediately upon recording hereof.

U. Rules and Regulations shall mean the provisions and limitations promulgated from time to time by the Board governing the use of the Common Property and lots in accordance with the By-Laws.

V. Surplus shall mean the excess of all receipts of the Association from members, plus any other income, over and above the expenses of the Association. Surplus shall be calculated annually, at the conclusion of the Association's calendar or other fiscal year.

ARTICLE II

The Development Plan

A. Overview

Declarant intends to develop the entire Community described at Exhibit A as 39 lots intended for single-family residency, together with open spaces. The road serving the Community, known as Robbe Farm Road, will be maintained by the Declarant, until such time as it may be accepted by the Town of Peterborough.

The Declarant intends to convey the lots either directly to residential purchasers, or to commercial builders who will build houses thereon for resale to residential purchasers.

B. Reservation of Rights

Declarant, for its successors and assigns, reserves the right, in the reasonable exercise of its discretion, to develop the Community as it deems in the best interest of the Community, without regard to the relative location of any portion within the overall plan. Declarant shall not be required to follow a predetermined sequence or order of improvement and development.

ARTICLE III Common Properties

A. Declarant, by recordation of various subdivision plans, deeds, and other instruments, shall convey to the Association Common Property dedicated to the Association as set forth in said instruments. Declarant covenants for its successors and assigns, that any and all of said Common Property shall be subject to and bound by the terms of this Declaration, as amended. Use and enjoyment of the Common Property shall be subject to this Declaration, the Articles and By-Laws of the Association, and rules and regulations adopted thereunder. In part, the preservation of the Common Property is intended to provide public benefits to the citizens of the Town of Peterborough, including (1) maintenance of a visual and aesthetic buffer between the Community and surrounding properties, Old Dublin Road and Union Street; and (2) public use of trails located on the Common Property and designated "right of way reserved to the Town of Peterborough" on the said Plan.

B. Except as the Declarant and/or the Association, as provided in its By-Laws, may determine to convey any of the Common Property by deed of easement, subject to suitable conditions as may be agreed upon, to any municipal, county, state, federal or other public agency or a public utility, all of the said Common Property designated as "Open Space" shall be maintained and used for pedestrian recreational and passive aesthetic enjoyment in accordance with best land and forest management practices, principally for the benefit of all residents of the Community. No motorized recreational vehicles shall be permitted on the Open Spaces. Clearing of trees and vegetation shall be limited to utility and trail easements expressly granted, tree removal required by storm damage, disease or other hazard, or selective cutting to preserve vistas of surrounding hills as determined by the Declarant or the Association and performed under the supervision of a Licensed Professional Forester. Construction shall be

limited to gravel or other porous footpaths, picnic tables, benches, footbridges or nature blinds or similar small structures, with the approval of the Town of Peterborough Conservation Commission. No alteration of watercourses, wetlands or vernal pools shall be permitted on the Open Spaces.

C. Declarant shall retain legal title to portions of the Common Properties until such time as it has substantially completed initial improvements thereon and/or until such time as in its judgment, the Association is able to maintain the same. Declarant, however, notwithstanding any provisions herein, covenants for itself, its successors and assigns that it shall substantially complete the improvements on and convey to the Association any and all Common Properties designated on filed final subdivision plats of the Community not later than the earlier of the date on which Declarant has conveyed three-fourths of the lots in the Community to individual residential buyers, or three (3) years after the first lot is conveyed.

D. No further subdivision of the Common Property for residential lots, and no further development thereon for other uses than those provided herein shall be permitted by the Declarant or the Association.

ARTICLE IV

Members' Property Rights In The Common Property

Subject to the provisions of the Declaration, By-Laws, and rules and regulations of the Association, every member shall have a right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and pass with the title to every lot, subject to the following:

1. The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any member for any period during which any

assessment remains unpaid and/or any infraction of the Association's published rules and regulations continues, it being understood that any suspension or a breach of the Association's rules and regulations shall not constitute a waiver or discharge of the member's obligation to pay assessments;

2. The absolute right of Declarant and/or the Association to dedicate or transfer utilities within the property to the Town of Peterborough; and
3. The right of Declarant and/or the Association to dedicate or transfer all or any other part of the Common Property to any municipal, county, state, federal, or other public agency, or a public utility, subject to such conditions as may be agreed upon and authorized by vote, in person or by proxy, of two thirds (2/3) of all votes eligible to be cast by all of the members of the Association, after written notice of the proposed resolution authorizing dedication or transfer is sent to every member at least 30 days in advance of the scheduled meeting at which action is taken. A true copy of such resolution with a certificate of the result of the vote taken thereon certified by the President or Vice President and Secretary or Treasurer of the Association shall be conclusive evidence of authorization by the membership.

So limited, a member's right and easement in and to the Common Property may be enjoyed by such member's family in residence, and their guests, invitees and licensees.

ARTICLE V
Membership and Voting Rights
In the Association; Declarant's Superseding
Voting Rights

A. All Owners of lots, upon becoming such, shall be deemed automatically to have become members of the Association, and there shall be no other qualification for membership. Membership shall be appurtenant to, and may not be separated from, ownership of a lot. Transfer of lot ownership either voluntarily or by operation of law shall terminate the transferor's membership in the Association, and vest the same in the transferee.

B. Lot Owners shall have one vote for each lot owned, to be exercised in accordance with the By-Laws.

C. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have sole and exclusive control over all the affairs and other matters of the Association and shall have sole and exclusive right to appoint all officers and directors of the Association, until the earliest to occur of the following:

1. Four months after the Declarant conveys out 75% or more of the lots, exclusive of conveyances to entities related to or affiliated with Declarant;
2. Three years after the first lot is conveyed; or
3. Declarant's election to transfer control to the Association.

During the period of control as set forth herein, members of the Association shall have the right to vote with respect to any Material Amendment, but shall have non-voting membership with respect to any other issue that arises, unless the provisions of this sentence expressly are waived relative to said issue by a writing signed by Declarant. Upon Declarant turning control of the Association over to the members as provided herein, it shall file

appropriate documents in the Hillsborough County Registry of Deeds. Thereafter, for as long as Declarant has any ownership interest in the Community it shall continue to have the right to appoint one member of the Board of Directors.

D. Declarant shall be deemed to be the Owner of any unsold lot and may cast the vote appurtenant thereto. However, Declarant shall not be responsible for payment of assessments and this exemption from assessments shall not affect or abridge its right to vote.

ARTICLE VI
Covenants of Declarant, Association,
And Owners For Improvements And Annual
And/Or Special Assessments; Liens Created Therefor

A. Each Owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay any assessment due thereon to the Association, such assessments to be established and collected as provided herein and in the By-Laws. The covenant in this Article shall not constitute a guaranty or promise of any kind by Declarant to pay any Owner's assessment or other obligation, other than Declarant's obligations, if any, as an individual Lot Owner. Assessments, together with interest, costs, and reasonable attorney's fees for collection, if any, shall be a charge and continuing lien upon the lot against which each such assessment is made. The same shall be the personal obligation of the Owner of such lot at the time each such assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall remain a lien against the lot involved until paid. Notwithstanding anything herein to the contrary, however, any lien on a lot for delinquent assessments or other charges owed to the Association will be subordinate to a first mortgage on the lot which was recorded before the delinquent assessment was due, and any sale or transfer of a lot pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments or charges

against the mortgaged lot which accrued prior to such sale or transfer.

B. Any assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of members, and costs and expenses incident to operation of the Association, including, without limitation, maintenance and repair of the Common Property, repair and replacement of improvements on the Common Property, management fees, and payment of all taxes and insurance premiums on the Common Property.

C. The Board of Directors shall fix and determine from time to time the sums necessary to pay Common Expenses and shall provide for the allocation of assessments therefor and the collection thereof in the manner set forth in the By-Laws. Notwithstanding the foregoing, however, nothing in this Declaration or the By-Laws of the Association shall be construed to obligate the Association or the Board to make any assessments if it appears during any budget period that the Association will have no expenses.

D. The Association shall, within 10 days of the request therefor of any Owner, or of an Owner's mortgagee, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not an Owner is delinquent in payment of any assessments. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

E. Declarant shall be responsible for all initial improvements on Common Property prior to conveying the same to the Association which may include construction and/or installation costs of streets or roadways; street lighting; landscaping of common areas; and any other initial improvements to the Common Property. Declarant shall take no action to create special assessments or otherwise make the Association responsible for such initial construction and/or installation costs.

F. The following properties described in this Declaration shall be exempt from assessments, charges, and liens created herein:

1. All Common Property; and
2. All property which cannot be devoted to dwelling use because of municipal, state, and/or federal prohibitions.

ARTICLE VII Board of Directors

The Association shall be governed by the Board of Directors as provided herein and in the By-Laws. Until the Declarant has transferred control of the Association as provided in Article V, the Board shall consist of three Directors appointed by the Declarant. After such transfer of control, the Board shall consist of three Directors elected by the members and, for so long as Declarant retains any ownership interest in the Community, one Director appointed by the Declarant.

ARTICLE VIII Architectural Control Committee

A. Pursuant to the Association's Articles and By-Laws, the Board of Directors shall either act as or appoint an Architectural Control Committee.

B. No building, wall, fence, or other structure shall be commenced, erected or maintained upon the Premises, nor shall any exterior addition to any existing structure or exterior change or alteration therein be made, until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee.

C. No substantial change in the landscaping of individual lots shall be made by any Owner until a proposal therefor shall have been submitted to and approved by the Architectural Control Committee, except flower or vegetable gardens in the rear yard of a lot.. Such proposal shall include, at a minimum, a sketch plan of the lot showing the proposed changes, with identification of plants, shrubs, and trees proposed to be added and/or replaced.

D. In rendering its decisions, the Architectural Control Committee shall reasonably evaluate the harmony and compatibility of proposed improvements, changes, and/or alterations with the surrounding structures and topography, whether the proposed addition or change in landscaping will adversely affect the solar access of, or view from, another lot and shall act in accordance with other standards set forth in this Declaration, and in the By-Laws, Rules and Regulations of the Association. In no event shall the Architectural Control Committee authorize the erection of any structure within ten feet of a side or rear property line, or twenty feet from the front (roadside) property line, except storage sheds which shall be a minimum of fifty feet from the front (roadside) property line.

E. In the event the Architectural Control Committee fails to approve or disapprove any design and location within 45 days after complete plans and specifications have been fully submitted to it or, in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, change or alteration has been commenced within 45 days after the completion thereof, approval will not be required and the provisions of this section shall be deemed to have been waived with respect to such structure, addition, alteration or change; except that no such failure to approve shall be deemed approval of any structure proposed to be built within the setback limitations of Paragraph D, hereinabove.

F. No new trees or shrubbery shall be planted or maintained on any portion of the Premises which abuts a roadway or other Common Property unless or until the plans shall have been submitted to the Architectural Control Committee, showing the location, area and height of the proposed planting and the materials to be used. In approving or disapproving a proposal, the Architectural Control Committee shall employ general rules which take into consideration:

1. The nature of the proposed material (e.g., evergreen or deciduous);
2. Its potential height and breadth at maturity, including whether it would block any neighbor's solar apparatus;
3. Its shape (e.g., low spreading, bushy, pyramidal, etc.);
4. Its rate of growth;
5. The potential effect of such planting upon such problems as leaf removal from streets, root growth into sanitary and storm sewer facilities, etc.; and
6. Visibility for vehicular traffic.

G. No living tree having a diameter in excess of five inches measured five feet above ground level shall be removed for any reason by any Owner without prior written consent from the Architectural Control Committee, which consent shall not be granted unless it shall be clearly established that the tree in question is diseased, poorly formed, or damaged by the elements beyond reasonable repair or salvage; of such nature or kind as to harbor the breeding of tent caterpillars or other noxious insects; will constitute a hazard by reason of proximity to a building, driveway, street or utility service line; will constitute a nuisance because of excessive seeds, pods, leaves, nuts, bark, or other undesirable characteristics; or blocks the view and/or solar access of a lot and no compelling objection to removal thereof has been raised

by neighboring Owners.

H. The provisions of this Article shall not apply to Declarant in the building of new structures or with respect to initial clearing, grading and landscaping of such land; nevertheless, Declarant covenants for itself, its successors and assigns: that it will not erect any structure within the setback limitations of Paragraph D, hereinabove.

ARTICLE IX
Maintenance of Lots;
Necessary Exterior Repairs By Association
Occasioned By Neglect Of Member

Every Owner of a lot, by acceptance of title to the same, covenants that he, she or it will not permit the exterior of the improvements and the landscaping on the lot to be maintained other than in good repair and in a safe, neat and attractive condition. The exterior of improvements shall be repainted or otherwise appropriately maintained at the Lot Owner's expense on a regular basis.

Any member who fails to maintain the exterior of the improvements and the landscaping on the lot in accordance herewith, to the point where, in the judgment of the Board of Directors, a condition has arisen constituting a hazard to persons or property or unsightliness tending adversely to affect the value or enjoyment of neighboring lots, shall receive written notice from the Board specifying all conditions which violate the member's covenants as set forth herein, and grant the member a period of not less than 21 days to correct each condition (provided, however, that the period allowed for correction shall be subject to reasonable extension if the conditions complained of can be corrected but the correction requires more time than provided in the notice, and the member begins to cure promptly within such period and thereafter diligently pursues completion). Notwithstanding the foregoing, such advance notice

and grace period shall not be necessary in case of emergencies involving a reasonable perception of danger to life or property. If a member so notified has not rectified the condition or conditions cited within the time which the notice allows for the same, the Board shall have the right, but not the obligation, through its agents, employees or designees, to enter upon said lot for the purpose of painting, repairing, maintaining, and/or restoring the improvements and landscaping thereon. Costs of such work shall be assessed against the member for whom the services have been performed. The assessment, in the case of a member, shall be due in addition to all other assessments and charges to which the member and the member's lot are subject under Article VI, and shall be both a personal obligation of the member and a lien against the member's lot as provided in Article VI. Full payment from the member shall be due within 30 days of presentation of an invoice for the work performed, and if the invoice or any portion thereof remains in default thereafter, it shall carry interest at the rate of 18 percent per annum from the date of the invoice. In the event the Association has to take legal action to collect the sums due, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

ARTICLE X

General Restrictions

- A. Each lot shall be used for single-family residential purposes only.
- B. No lot shall be further subdivided.
- C. No lot shall be cleared, improved, or used except in accordance, with the provisions of the Planning Board final subdivision approval, the Peterborough Zoning Ordinance, Peterborough Building Codes (including any conditions set forth in any building permit), and all other federal, state or local statutes, regulations or ordinances, and the provisions of this Declaration, as it shall be amended from time to time. In any case where the Declaration

is more restrictive than applicable law, this Declaration shall govern.

D. Except as the Declarant and/or the Association, as provided in its By-Laws, may determine to dedicate or transfer any of the Common Property to any municipal, county, state, federal or other public agency or a public utility, subject to suitable conditions as may be agreed upon pursuant to Article IV.3 of this Declaration, no construction or clearing, of any kind, other than pursuant to utility easements expressly granted, shall, be undertaken or permitted at any time on the area designated a Common Area on the Plans, except such trimming and selective removal of trees and brush as may be necessary for proper maintenance.

E. No trade, business or commercial activity of any visibility shall be conducted from any lot or house thereon, but this restriction shall not prevent a Lot Owner from maintaining an office or other facility within his or her house provided that there is no ongoing traffic of clients, customers and/or business associates.

F. No shacks, abandoned cars, temporary structures, standing excavations, or standing basements shall be permitted on any lot except as may be necessary in the course of residential construction.

G. No trailer, unlicensed vehicles, commercial vehicles or manufactured homes or the like shall be allowed on any lot at any time, except for storage of recreational vehicles.

H. Any construction shall have a completed exterior within nine (9) months of the date construction is commenced.

I. No lot shall contain more than one single-family residence. A Lot Owner shall be allowed to have an attached or detached garage, a shed, in-ground swimming pool, walls, fences, and other permanent accessory structures consistent with single-family residential

use.

J. No single-family residence constructed on any lot shall have less than 1,200 square feet of living area, exclusive of garage and basement.

K. All surface areas disturbed by construction shall promptly be returned to their natural condition and repaired in such manner as may be practicable or consistent with the soil and terrain.

L. No portion of the Community shall be used or maintained as a dumping ground for rubbish. Trash, garbage and the like shall not be kept except in sanitary containers. All equipment for the storage and disposal of the same shall be kept in clean and sanitary condition.

M. No obnoxious or offensive activity shall be permitted or carried out on any lot nor anything done or permitted which shall constitute a nuisance.

N. No clotheslines or other laundry facilities shall be located on any lot unless screened from public view.

O. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the premises other than common household pets, provided that the latter are not kept, bred or maintained for any commercial purpose. Where pets are permitted they shall be leashed or otherwise under control at all times when outdoors.

P. No fuel storage tank shall be maintained on any lot unless buried, contained in a building, or screened from public view.

Q. If any individual Lot Owner makes use of solar energy, no abutting Lot Owner thereafter shall construct, install or plant any improvements which interfere with such use of solar energy.

R. Each member shall maintain, clean and keep unsightly objects the entry, portico, patio, deck, front yard, and back or side yards of his lot.

ARTICLE XI

Miscellaneous Services Authorized

A. The Association shall, at its expense, properly maintain the Common Property. Such maintenance and services may include, without limitation, to the extent the Board of Directors deems necessary:

1. General maintenance of landscaping on Common Property, including mowing, spraying, trimming, protection, planting and replanting of trees and shrubbery on the Common Property; and
2. Maintenance of the drainage system, including the detention and retention areas which shall serve the Community.

B. In addition to the foregoing, the Association may, but shall not be required to, furnish such services as the Board, from time to time, by resolution, may propose, but not until such proposed additional services are authorized by vote, in person or proxy, of a majority of all votes cast by members of the Association at a meeting duly called for that purpose, written notice of which shall be sent to all members at least 30 days in advance, which notice shall set forth the purpose of the meeting and the proposed additional service(s) to be authorized.

ARTICLE XII

Easements

The Premises are subject to prior easements, covenants, conditions and restrictions of record including without limitation those which are set forth at Exhibit A hereto, and as set forth on the Plans, and to the following additional easements;

A. The Common Property and each lot shall be subject to an easement for encroachments created by construction, settling and overhangs, of the homes or other improvements as designed or constructed.

B. The Premises are subject to a blanket easement upon, across, over and under the land of ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone and electricity, and a master or cable television antenna system. Any company providing any of said services shall have the right to install, erect and maintain all necessary cables, wires, pipes, and other conduits underground and other necessary equipment at or below grade and affix and maintain electrical, cable television and/or telephone wires, circuits, and other conduits on, above, across and under the roofs and exterior walls of any homes, and meters and shutoffs at or inside said homes, provided such rights shall be exercised without unreasonable interference with lot use and provided all such work undertaken is completed and any resulting damage promptly repaired. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Common Property except as approved by Declarant or the Board of Directors.

C. An easement is granted to all police, fire protection, ambulance, and similar persons, companies or agencies performing emergency services to enter upon the Premises in the performance of their duties.

D. The Association and its authorized representatives, employees and agents, including the Declarant, shall have an easement to enter upon the individual lots if an Owner has failed properly to maintain the exterior of his lot or otherwise permits the lot to be in violation of the Declaration, By-Laws, and rules and regulations, to perform such emergency and other

maintenance and otherwise correct such violations in accordance with Article IX hereof.

E. For slope control purposes, Declarant and/or the Association reserves the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved and/or created by Declarant, or which might create erosion or sliding problems or change, constrict or retard drainage flow.

F. There is reserved to the Declarant until it shall have sold all lots contained in the Community: (i) an easement over and through all parts of the Common Property to use the same in any manner in aid of sales, provided that such use does not interfere unreasonably with the rights of Owners; and (ii) the right to use any and all lots of any size in any location owned by the Declarant as model lots or sales offices with the right to relocate the same from time to time. The Declarant expressly reserves the right to remove all improvements which are used by the Declarant as sales offices or model homes.

G. The Declarant expressly reserves a transferable easement without limitation or restriction to facilitate the development of the Community. Said easement shall consist of the right to use the roadways, utilities, walkways and all other part of the Community in connection with the construction of improvements and for necessary access to any part of the Premises. The Declarant specifically reserves the right and easement to make connection to such roadways, utilities, walkways and other parts of the Community as are necessary for such purposes.

H. Subject to applicable provisions of the Declaration, By-Laws, and rules and regulations of the Association, each member and his or her family in residence, guests, invitees, and licensees, shall have a right and easement of enjoyment in and to the Common Properties of the Community.

I. Declarant reserves the right to execute, acknowledge, deliver and record, easements, rights-of-way, licenses and similar interests affecting the Common Property.

J. The Board shall have the power (without submitting the same to the Lot Owners for approval) to authorize the officers of the Association to execute all and any easements as it may deem desirable for the benefit of any other person or entity (including Lot Owners) over, under, above or through any part of the Premises for such purposes and upon such terms as the Board in its sole judgment deems desirable, so long as such easements do not interfere with the use and enjoyment of any lot by a Lot Owner. The officers of the Association shall be deemed to be attorneys-in-fact for all the Owners in executing such authorized easements; PROVIDED, HOWEVER, that all such easements shall be subordinate to the lien and rights of all mortgages recorded prior in time thereto unless the mortgagee shall join therein.

K. Notwithstanding anything herein to the contrary, the Declarant reserves to itself and its successors and assigns, and the Board of Directors shall have, the right to grant such easements to the Town of Peterborough for slopes, embankments, or other purposes as the Town of Peterborough may require in connection with the maintenance of Robbe Farm Road as a public way, and any such easements shall have the same priority as if recorded in the Hillsborough County Registry of Deeds contemporaneously with this Declaration. The granting of such easements to the Town of Peterborough shall not require the assent of the Lot Owners, any mortgagee, or the Association.

ARTICLE XIII

Amendments to Declaration And By-Laws

A. Proposal of Amendments: Amendments to the Declaration and By-Laws may be proposed only by the Board or by petition signed by Lot Owners owning at least 25% of

the lots. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. No amendment to this Declaration may be adopted without the prior approval of the Peterborough Planning Board.

B. Method of Amendment: Except in cases for which the Declaration provides different methods of amendment or requires a larger majority, the Declaration and By-Laws may be amended only by the agreement of the owners of 67% of the lots. No Material Amendment shall become effective without written approval of the number of eligible holders required by Article XV hereof. Notwithstanding the foregoing, no amendment which alters any exterior boundary of any lot, permanently revokes a Lot Owner's right of enjoyment of the Common Properties, and/or permanently affects a Lot Owner's right to vote, shall be effective without the written assent of that Lot Owner and any eligible holder of a mortgage on his or her lot (except in the case of termination of the legal status of the Association); and no amendment shall become effective which limits the rights granted to the Declarant by this Declaration or by the By-Laws, without the concurrence of the Declarant to such amendment.

C. Approval Of Amendments Required By FNMA, FHLMA, PMI's and VA. The Declaration and By-Laws may be amended by the affirmative vote of a majority of the Board of Directors of the Association at any regular or special meeting without further action of the Lot Owners or mortgagees where such amendment is not a Material Amendment and is necessary in order to comply with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporations private mortgage insurers, and/or the Veterans' Administration. The Board of Directors is hereby designated as attorney-in-fact for all of the Lot Owners and mortgagees to adopt such amendments and authorize one or more of the officers of the Association to execute any and all documents necessary and proper to

accomplish such amendment.

PROVIDED, HOWEVER, that where such an amendment in any way reduces the rights granted to the Declarant by the Declaration or the By-Laws, the concurrence of the Declarant to such amendment shall be required.

ARTICLE XIV Termination Of The Community

A. Requirements For Termination: The Community may be terminated only by the recorded agreement of the percentage of Lot Owners and eligible holders required by Article XV. Further, termination shall require the approval of the Peterborough Planning Board. Such approval shall not be granted if the Community is not in compliance with applicable zoning, subdivision or site plan regulations or Town health and safety ordinances, or if such termination will have the effect of causing non-compliance therewith.

B. Distribution Of Proceeds Upon Termination: Subsequent to termination, the entire Common Property shall be deemed to be owned in common by all of the Lot Owners in equal shares per lot. The Common Property shall be subject to an action for partition at the suit of any Lot Owner or the holder of any lien thereon in which event the net proceeds of the sale, together with the net proceeds of any insurance paid to the Association or to the Lot Owners in common, shall be considered as one fund and shall be divided among all of the Lot Owners in proportion to units owned with any necessary adjustments for unpaid assessments which accrued prior to termination.

ARTICLE XV Rights Related To Mortgagees

A. Any holder, insurer, or guarantor of a mortgage on a lot, upon written

request to the Board or the Association identifying its name and address and the lot number or address, will be entitled to timely written notice of:

1. Any condemnation or casualty loss which affects a material portion of the Community or any lot securing its mortgage;
2. Any delinquency in the payment of assessments or charges owed by an Owner of a lot securing its mortgage which remains uncured for a period of sixty (60) days;
3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
4. Any proposed Material Amendment.

B. Unless a higher percentage is required elsewhere in this Declaration, the consent of at least sixty-seven percent (67%) of Lot Owners, and the approval of at least fifty-one percent (51%) of eligible holders, shall be required to approve any Material Amendment, except that any termination, by act or omission, of the legal status of the Association in the absence of substantial destruction or a substantial taking in condemnation must be approved by at least seventy-five percent (75%) of the Lot Owners and by at least sixty-seven percent (67%) of eligible holders.

An eligible holder who receives a written request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

C. All taxes, assessments, and charges which may become liens prior to a first mortgage on any lot under local law shall relate only to the individual lot and not to the

Common Property.

ARTICLE XVI

General Provisions

A. Duration. The covenants and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by Declarant, the Association, and/or Owner of any lot subject to this Declaration, their respective legal representatives, successors and assigns, until the Community is terminated in accordance with Article XIV with the approval of the Peterborough Planning Board, whereupon such covenants and restrictions shall cease to apply.

B. Notices. Unless another form of notice is specifically authorized elsewhere in the Declaration or By-Laws any notice required to be sent any member under provisions of this Declaration and the By-Laws shall be deemed to have been properly given when hand delivered or three days after mailing, post paid, to the last known address of the person appearing as Lot Owner at the time of such mailing. Unless the Association has written notice of a member's change of address, any notice delivered or sent to the lot as identified on a member's deed as recorded in the Hillsborough County Registry of Deeds shall be deemed sufficient.

C. Enforcement. Enforcement of this Declaration and the Articles, By-Laws, rules and regulations of the Association shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person, persons, firm or corporation violating or attempting to violate or circumvent any covenant, restriction, By-law, rule or regulation, either to restrain a violation or to recover damages, or both. The Town of Peterborough shall have the right to enforce this Declaration in the event of violations of zoning, land use, health and safety ordinances or regulations, or of the plans approved by the

Peterborough Planning Board. Any appropriate proceeding in law or equity also may be brought against any applicable lot to enforce any lien created by this Declaration. Declarant, the Association, or any aggrieved Lot Owner, as the case may be, shall have the rights of enforcement set forth herein, but failure by any of the same to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. In the event of litigation or administrative proceedings to enforce these covenants and restrictions, and/or the Articles, By-Laws, and rules and regulations of the Association, or to recover damages, or to enforce any lien created hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

D. Severability. Invalidation of any portion of this Declaration or the By-Laws by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

E. Gender and Plural. Use in this Declaration of male gender shall include the female gender, and use of the singular shall include the plural, and vice versa.

F. All Rights Vested Upon Conveyance. No covenant or restriction herein shall be construed as a condition subsequent or as creating any possibility of reverter.

IN WITNESS WHEREOF Declarant, ROBBE FARM ROAD LLC, has caused this instrument to be executed the day and year first above written.

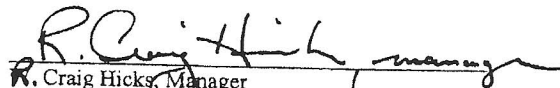
DECLARANT:
ROBBE FARM ROAD, LLC.

BY

W. Craig Hicks, Manager

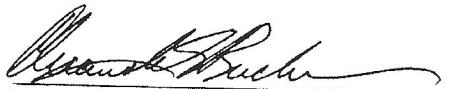
DECLARANT:
ROBBE FARM ROAD, LLC.

BY


R. Craig Hicks, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of
December, 2002 by


Notary Public/Justice of the Peace

ALEXANDER S. BUCHANAN
My Comm. Expires 10/10/06

BK 6787PC0564

APPROVAL AND ACCEPTANCE

Pursuant to an authorizing resolution, duly and unanimously adopted by the incorporators of Robbe Farm Road Community Association, a voluntary corporation organized and existing under the laws of the State of New Hampshire, the foregoing Declaration of Covenants, Restrictions, Easements, Charges and Liens for Robbe Farm Road Community is hereby approved and accepted as binding upon Robbe Farm Road Community Association, its successors and assigns.

IN WITNESS WHEREOF, Robbe Farm Road Association has caused this instrument to be executed this 12th day of December, 2002.

ROBBE FARM ROAD COMMUNITY ASSOCIATION

By: R. Craig Hicks, President
R. Craig Hicks, President

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12th day of December, 2002 by R. Craig Hicks, duly authorized, on behalf of Robbe Farm Road Community Association.

Alexander S. Buchanan
Notary Public/Justice of the Peace
ALEXANDER S. BUCHANAN
My Comm. Expires 10/10/06

BK6787PG0565

INDEX TO EXHIBITS

- Exhibit A: Real Property Submitted to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Robbe Farm Road Community (The Premises)
- Exhibit B: Common Property
- Exhibit C: Residential Portion of the Premises
- Exhibit D: By-Laws
- Exhibit E: Material Amendments

EXHIBIT A
THE PREMISES

All of the land together with the improvements thereon, if any, situated in Peterborough, County of Hillsborough and State of New Hampshire as shown on a certain plan entitled "Site Plan For Robbe Farm Road Subdivision, Union Street – Peterborough, N.H. Prepared For Robbe Farm Road, LLC" dated November 2001, prepared by Clough, Harbour & Associates LLP (the "Plans"), as approved by the Town of Peterborough Planning Board and recorded in the Hillsborough County Registry of Deeds.

EXHIBIT B

COMMON PROPERTY

The real property described in Exhibit A, and shown on the Plans, exclusive of the lots; consisting of the "open space" designated as Open Space, Common Driveways, Access Road and Parking, Drainage Areas, Wetlands in Open Areas, Existing and Proposed Trails and Stone Walls, all as shown on said Plans.

EXHIBIT C

RESIDENTIAL PORTION OF THE PREMISES

Lots 1 through 39 as shown on the Plans.

EXHIBIT E
MATERIAL AMENDMENTS

A Material Amendment is any addition, deletion, or other change to the Declaration, By-Laws, or Rules and Regulations which would materially affect or alter, or add additional provisions relative to or resulting in, any of the following:

- A. Voting rights;
- B. Assessments, assessment liens, or subordination of such liens;
- C. Reserves for maintenance, repair, and replacement of Common Property;
- D. Responsibility for maintenance and repairs;
- E. Allocation of interests in Common Property, or rights to its use;
- F. Boundaries of any Lot;
- G. Convertibility of Lots into Common Property or of Common Property into Lots;
- H. Expansion or contraction of the Community or the addition, annexation, or withdrawal of property to or from the Community other than as provided in the Declaration as originally recorded;
- I. Insurance or fidelity bonds;
- J. Leasing of Lots;
- K. The imposition of any restriction on the right of a Lot Owner to sell or transfer his or her Lot;

- L. Re-establishment of self-management by the Association when professional management had been required previously by an eligible holder;
- M. Restoration or repair of the Common Property after a hazard damage or partial condemnation in a manner other than that specified in the Declaration and/or these By-Laws;
- N. Any action to terminate the legal status of the Association or the Community;
- O. Any provisions which expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.