

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LORDEN COMMONS SUBDIVISION

LONDONDERRY, NEW HAMPSHIRE

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LORDEN COMMONS SUBDIVISION
LONDONDERRY, NEW HAMPSHIRE

This Declaration of Covenants and Restrictions (this "Declaration") is made this 15th day of October 2013, by Lorden Commons, LLC, a New Hampshire limited liability company, with a mailing address of 8 Newmarket Road, Durham, NH 03824 (the "Declarant"), being the current owner of real property known as Lorden Commons Subdivision (the "Subdivision" or "Development") located off Old Derry Road, Londonderry, Rockingham County and shown on the subdivision plan entitled "Conservation Subdivision Plan Lorden Commons – Phase I, 17 Old Derry Road, Londonderry, NH, prepared for Kenneth A. Lorden 2001 Trust (Tax Map 16 Lot 38) Thomas H. & Lorraine G. Lorden, Trustees," by Jones & Beach Engineers, Inc., dated April 22, 2010, as revised, and recorded at the Rockingham County Registry of Deeds as Plan D-37604 (the "Subdivision Plan"). The Declarant hereby submits the property shown as Lots 2-51 on the Subdivision Plan to these covenants, conditions and restrictions. The Declarant reserves the right to submit additional lots and land to these covenants, conditions and restrictions in the future by amending this Declaration.

This Declaration is made for the purposes of ensuring the most appropriate development of the lots; to protect owners of the lots against the improper use of lots so as to preserve the values of their property; to reserve, so far as practical, the natural beauty and open space of the Subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials and in general, to provide adequately for a predictable quality of improvement within the development and thereby increase the value of investments made in homes within the Development.

1. Owners' Association

- 1.1 Upon the sale of the last lot within the Subdivision, including the additional lots Declarant may add, or sooner if the Declarant so decides, the Declarant shall establish an owners' association designated as Lorden Commons Homeowners' Association (the "Association"). The Association shall be governed in accordance with these covenants, conditions and restrictions and the By-Laws of the Lorden Commons Homeowners' Association (the "By-Laws") attached as Exhibit A. Membership in the Association shall be mandatory for all owners of house lots within the said Subdivision. Until all lots are sold, including the additional lots Declarant may add, or sooner if the Declarant gives voluntary written notice in an acceptable form to the then owners of record that the Declarant has relinquished its powers hereunder, control of the Association shall be vested with the Declarant subject to these covenants, conditions and restrictions. Until such time the Association is formed, the Declarant shall exercise the duties of the Association.
- 1.2 Each lot owner shall be a member of the Association and have a 1/50 equal interest and undivided interest in the common land, property and easements owned by the Association. Each lot owner shall be liable for common expenses and assessments and non-payment of the common expenses and assessments result in a lien upon an owner's lot. During each subsequent phase of the Development, each lot owner's vote shall change and be equal to the number of lots submitted to this Declaration.

- 1.3 The Declarant shall not be obligated to pay any common expenses or assessments until the Declarant has obtained a Certificate of Occupancy for a dwelling unit built on a lot owned by the Declarant.
- 1.4 The owner of an open space lot shall not be a member of the Association and shall not have any voting rights or liability to pay any common expenses or assessments.

2. Land Use and Structure Type; Zoning and Land Use Laws

- 2.1 No building or other structure of any kind shall be erected, placed or allowed to stand on any individual building lot, except one detached dwelling house for the use of one family and one garage/barn structure adapted for the storage of not more than four (4) automobiles. An "in-law" apartment is permissible if allowed by zoning. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any lot except as permitted by the Town of Londonderry Zoning Ordinance. In addition to the foregoing, only one additional person may be employed and there shall be no external evidence of the business, e.g., signage, nor shall any employee, client, customer or patient park on the street.
- 2.2 No structure, other than the principal dwelling referred to above (other than a moveable trailer or shelter, incidental to construction), shall be used even temporarily as a place of habitation. All house locations and other structures, construction, excavation, sewage disposal and water supply, and storm water drainage must be in compliance with the Town of Londonderry Zoning Ordinance and applicable federal and state laws. In addition to the foregoing, each lot shall be and hereby is made subject to all applicable "Notes" and other matters as shown on the Subdivision Plan.

3. Dwelling and Landscaping Requirements; Approval of Plans by Developer

- 3.1 Each dwelling shall have a minimum of 1,000 square feet of finished living area, exclusive of any garage, deck, porch, patio, basement, and attic. No carports shall be erected, placed or allowed to stand on any lots without prior approval of the Declarant. All improvements, including driveways, must be determined (i) to meet all the terms and conditions of these covenants, conditions and restrictions; (ii) to ensure the optimal use of a lot with the least intrusion upon the privacy and views of neighboring lot owners; and, (iii) to ensure harmony of scale of dwellings with the Subdivision.
- 3.2 Prior to seeking construction approval from Declarant, each owner shall submit plans, including building plans, specifications and plot plan showing the precise location and setback of all improvements, including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition, and material for all such improvements as well as showing finish grade elevations in relation to existing elevations and landscaping. All plans must be agreed upon and approved by the Declarant and owner prior to commencement of construction. Said approval shall not be unreasonably withheld or delayed. All plans must also be approved by the Town of Londonderry Building Department prior to construction. Declarant shall have no liability or responsibility for approving or disapproving any plans submitted. If the Declarant fails to act within thirty (30) days of the mailing or delivery of the plans, then the proposal shall be deemed to be approved by the Declarant.

- 3.3 Any subsequent modifications to a dwelling or the addition of a structure on a lot, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall not be placed, erected or constructed upon any lot until such plans shall have been approved in writing by the Declarant in accordance with section 3.2 above.
- 3.4 All structures shall have exterior wall surfaces covered with redwood or cedar clapboards or shingles, composition clapboards (HardiPlank or equivalent), brick or stone, vinyl, or a combination of any of the aforesaid, painted or natural sealed and must be maintained in a first class condition. The use of simulated or artificial brick or stone or aluminum siding or any similar materials shall not be allowed, unless specifically agreed to by Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of 24 inches of exposure unless approved by Declarant. All foundations shall be treated with waterproofing. Daylight or sump well foundation drain systems shall be used. All buildings shall be designed to include a stormwater infiltration drainage system, which shall be maintained by the homeowner.
- 3.5 All landscaping shall be in keeping with the esthetics of the development and the surrounding neighborhood. No trees shall be cut between neighbors. Tree Cutting and vegetation cutting shall be limited to the 18,000 sq. ft. (or otherwise designated) building envelope and house yard on each individual lot. Declarant shall have the right to expand the 18,000 sq. ft. building envelope and house yard under appropriate circumstances upon written request of a lot owner stating the circumstances which require said expansion. No fences shall be installed without the prior approval of the Declarant or Board of Directors of the Association (the "BOD") once the Association is formed.
- 3.6 A granite or wooden post shall be provided (but not installed) by the Declarant on which the lot owner shall place the address number of the lot in a manner in keeping with the character of the subdivision. Mailboxes, approved by the Declarant may be attached to the post.

4. Additional Use and Occupancy Restrictions

- 4.1 Further subdivision of the lots is expressly prohibited. Notwithstanding the expressed prohibition for further subdivision of lots, lot line revisions between lots may be allowed, subject to approval by the Town of Londonderry Planning Board
- 4.2 Any owner may lease his property for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant.
- 4.3 Certain lots in the Subdivision may be subject to easements or restrictions as shown on the approved Subdivision Plan. Acceptance of a deed to any such lot by an owner shall make the lot subject to such easements or restrictions whether or not referenced in such deed and each lot owner agrees not to utilize the lot in a manner which will interfere with the reasonable intent of the easements and restrictions as shown on the Subdivision Plan.
- 4.4 No open fires shall be permitted, except as allowed by Town Ordinance.
- 4.5 No sign shall be displayed for the public view on any lot except one sign of not more than 6" in height and 24" in length denoting the lot owner's name and address. Temporary real

estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Developer at the entrance or within the Subdivision.

- 4.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except domestic household pets, which shall be maintained and cared for in accordance with Town Ordinances. All dogs shall be leashed when outside the boundary of an owner's lot.
- 4.7 All trash shall be disposed in accordance with the Town Ordinances. All trash and recycling receptacles shall be stored in a garage and out of sight until day of collection.
- 4.8 No unregistered or uninspected vehicles, junk cars or trucks or parts thereof, shall be permitted on any lot unless garaged. No campers, trailers or boats are to be stored outside of a dwelling or garage permanently for more than seven (7) days, unless approved by Declarant or the BOD once the Association is formed, in writing, subject to the Town of Londonderry Zoning Ordinance.
- 4.9 Clotheslines are prohibited, unless they are in back of the house and not visible from the road or other lots.
- 4.10 Antennas or satellite dishes with diameters larger than 24 inches are prohibited, unless approved by the Declarant or BOD once the Association is formed, in writing. Any such regulations will be subject to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite 2 ("DBS") service, multichannel multipoint distribution service ("MMDS" or "wireless cable"), or television broadcast signals.
- 4.11 Use of pesticides and herbicides are prohibited.
- 4.12 Fuel tanks or similar storage receptacles that are visible from the road are prohibited, unless approved by the Declarant or the BOD once the Association is formed, in writing.
- 4.13 Hunting or trapping on any lot, open space or any portion of the Subdivision is prohibited.
- 4.14 No noxious, unlawful, or offensive activity shall be carried on in any dwelling, nor shall anything be done therein, whether willfully or negligently. No owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the peaceful possession and rights or other property owned by the Declarant or his successors and assigns.

5. Construction Requirements

- 5.1 No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction permitted, shall be removed from a lot.
- 5.2 Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining lots.

- 5.3 All driveways, dwellings, or other structures built on a lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice onto any other lot, except for such approved drainage as may be shown on the Subdivision Plan.
- 5.4 No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the lot shall be kept in a proper state of repair, appearance and maintenance. Subject to state or local ordinance, code, or regulation, oil tanks or propane tanks for domestic uses must be stored underground, shielded from view in the rear, or in the cellar of the dwelling. No solar panels or wind turbines are allowed unless approved by the Declarant, or BOD once the Association is formed, in writing and only if in compliance with the applicable zoning ordinance.
- 5.5 Construction of a dwelling or any other approved structure on a lot, including finished landscaping, shall be completed within twelve (12) months from the commencement of construction. The construction commencement date shall be the date on which a building permit is issued for the construction of a dwelling on a lot.
- 5.6 Prior to the commencement of construction, and at all times during construction of any dwelling or structure, the owner of the lot shall also execute an agreement which provides that:
- 5.7 All construction shall be in accordance with this Declaration and the terms of the owner's building permit.
 - 5.7.1 At all times during construction, each lot owner shall take all reasonable and necessary steps to insure that no dirt, silt, material or debris of any kind is placed on drainage systems of the roadways.
 - 5.7.2 Each lot owner shall insure that no trucks, equipment or vehicles of any kind in any way drive over, damage any berms, sidewalks or roadway improvements of any abutting property.
 - 5.7.3 Any and all damage to such improvements shall be repairable at owner's expense to the full satisfaction of the Declarant and/or the Town of Londonderry.
- 5.8 No material of any kind shall be off-loaded, placed or in any way stored for any period on the roadways of the Subdivision. All construction activities, delivery and storage of materials and equipment of any kind, and all activities in any way relating to said construction shall be conducted entirely within the confines of the property owned.

6. Open Space A and Additional Open Space

- 6.1 Open Space A shown on the Subdivision Plan shall be conveyed to the Town of Londonderry for conservation purposes. Additional land may be designated as open space in future phases and either conveyed to the Town or to the Association. Declarant reserves the right to modify the boundaries of Open Space A as shown on the Subdivision Plan in subsequent phases of development and reserves the right to use portions of Open Space A for additional lots, roadways and drainage.

- 6.2 The Declarant, the Association once formed, and lot owners shall have an easement over Open Space A for the purposes shown on the Subdivision Plan, which include, but are not limited to, the installation, use and maintenance of the drainage system, pipes and ponds 110, 200, 201, 202, 203, 400, 700, entry signage, landscaped areas, private sewer lines and private sewer pump station.
- 6.3 Lot owners shall have a non-exclusive right to use Open Space A for non-motorized outdoor recreation use.
- 6.4 Additional land designated as open space in future phases will be subject to the restrictions and easements placed on the additional land by the Declarant and Town of Londonderry.

7. Roadway and Maintenance Expense

- 7.1 The Declarant, or Association, if the Declarant transfers responsibility to the Association, shall maintain and plow the internal roadways in the Subdivision until conveyed to and accepted as public by the Town of Londonderry. The cost, whether maintained or plowed by the Declarant or the Association, shall be a common expense and the cost shall be chargeable to each lot owner by the owner's pro-rata share. All internal roadways will remain private until accepted as public by the Town of Londonderry, and the Town of Londonderry shall not be responsible for maintaining or plowing the roadways. Once the roadways are accepted as public by the Town of Londonderry, the Town of Londonderry shall be responsible for maintaining and plowing all internal roadways. Under the approval of the Subdivision, the Town of Londonderry has agreed to accept the internal roadways once the internal roadways are constructed in compliance with the plans.

8. Private Sewer Utility

- 8.1 The Subdivision is served by a private sewer system in compliance with the rules and regulations of the New Hampshire Public Utility Commission, New Hampshire Department of Environmental Services and the Town of Londonderry. Each lot owner shall connect to the sewer system and shall pay the usage fee directly to the private sewer utility. The private utility shall pay to the Town of Londonderry a quarterly usage charge and shall maintain and operate the private sewer system. Any improvement and maintenance repairs to the private sewer system must be submitted for review and approval by the Londonderry Department of Public Works and Engineering, other than normal and customary maintenance.
- 8.2 The private sewer utility shall have an easement over Open Space A, the subdivision property and adjacent property to lay and use the necessary pipes and to build and operate the sewer pump station.

9. Fire Cisterns and Maintenance Expense

- 9.1 The Subdivision will be served by fire cisterns for so long as the Town, in its sole discretion, determines that an adequate water supply exists so that public water is unnecessary for public health or safety reasons to serve the Subdivision. The location of the fire cistern for Phase I is located on Lots 38-27 and 38-28. Additional cisterns will be

added when additional phases are commenced, unless and until the Town, in its sole discretion, determines that public water is necessary in the Subdivision for public health or safety reasons. If it becomes necessary to replace the fire cisterns with public water, Homeowner's Association shall become solely responsible for the replacement of the fire cisterns. In the event the Homeowner's Association becomes insolvent, ceases to function, or permits the performance surety to lapse, or otherwise fails to make any necessary payments to the Town for replacement of the cisterns, the individual lot owners shall be liable to the Town for such costs on a pro rata basis.

- 9.2 The fire cisterns will be owned, maintained and operated by the Association in compliance with the Operation and Maintenance Manual approved by and on record with the Town.
- 9.3 The Declarant reserves an easement over Lots 38-27 and 38-28 and future lots where a fire cistern may be installed for access to the fire cistern to maintain, inspect and replace the fire cisterns as needed.
- 9.4 The Declarant grants to the Town use and access over Lots 38-27 and 38-28 to connect with the fire cistern and any future fire cisterns installed in the event of fire and the right to inspect the fire cisterns. In the event the Association fails to maintain and operate the fire cisterns in compliance with the Maintenance and Operation Manual, the Town, after giving reasonable notice, shall have the right to correct any deficiencies and to charge the Association the cost incurred by the Town. However, the Town shall have no liability for the maintenance, repair or replacement of the fire cisterns.
- 9.5 The Declarant shall post a bond or other performance surety satisfactory to the Town until such time that the Homeowner's Association takes over and replaces the Declarant's bond with its own surety. At that time, the Homeowner's Association shall become solely responsible for the maintenance, repair and replacement of the fire cisterns, and maintaining the performance surety for the fire cisterns. In the event the Homeowner's Association becomes insolvent, ceases to function, or permits the performance surety to lapse, or otherwise fails to make any necessary payments to the Town for maintenance, repairs or replacement of the cisterns, or to replace any performance surety, the individual lot owners shall be liable to the Town for such costs on a pro rata basis.

10. Common Land, Common Property and Easements; Rights and Responsibilities

- 10.1 The term "Common Land" shall mean the real property and the improvements on it owned by the Association for the common use and enjoyment of all owners. The initial phase will have no common land, but the Declarant in subsequent phases may convey Common Land to the Association. Open Space A will be owned by the Town of Londonderry, but the drainage and retention ponds on Open Space A will be maintained by the Association.
- 10.2 The term "Common Property" shall mean the personal property owned by the Association for common use and enjoyment of all owners. In the initial phase the entry sign to the Subdivision and landscaped areas shown on the Subdivision Plan and fire cistern will be the only Common Property, but the Declarant in subsequent phases, may convey additional Common Property to the Association.

- 10.3 The easements held by the Association shall be the easements shown on the Subdivision Plan, including but not limited to, easements for the installation, use and maintenance of the drainage system, pond 110, 200, 201, 202, 203, 400 and 700, entry signage, landscaped areas, private sewer lines and private sewer pump station use and access to the fire cistern and future fire cisterns.
- 10.4 The maintenance, repair and operation costs of the Common Land, Common Property and easements (collectively referred to as the "Common Land") shall be managed by Declarant and then the BOD once the Association is formed. The cost whether managed by the Declarant or the Association shall be a common expense and the cost shall be chargeable to each lot owner by an equal pro-rata share.

11. Reservations and Easements

There is hereby excepted and reserved to the Declarant, for so long as it owns any portion of the lots or any additional land that may be added to the Subdivision, the following:

- 11.1 A right of way for all purposes over, across and through the roadways in the Subdivision, together with the right to install and maintain utilities within or under the traveled portion of the roadways.
- 11.2 The right to grant easements for drainage and utility purposes to enter onto any lot within twenty (20) feet of the road lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining drainage flow and underground or an aboveground utility therein and to extend, connect to, and use in common, any previously installed utility providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.
- 11.3 A 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, which easements may be specifically conveyed to a private or 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, open spaces and roadways. 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.
- 11.4 A 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 within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, its successors or assigns, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with roads and utility system for such development.

11.5 The right to enter upon any property before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining properties or alleviate any unsightly condition or construction or maintaining erosion prevention devices. Prior to exercising its right to enter upon the property, Declarant shall give the owner the opportunity to take corrective action by giving the owner written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such owner. If the owner fails to take the corrective action specified within fifteen (15) days after having been notified, the Declarant may exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such corrective action or erosion prevention measures shall be paid by the owner within thirty (30) days after receipt by owner of an invoice for the cost of such work.

12. Future Development of the Property

The Subdivision is an open space conservation development and will be developed in phases. The initial phase will consist of 50 house lots and one open space lot. Thereafter, the Declarant shall have the right to add additional lots to the Subdivision, at any time, upon approval of the Town of Londonderry Planning Board. The total number of lots to be added shall be the maximum number permitted by the Londonderry Zoning Ordinance. Each time a lot is added the voting rights shall be recalculated and prorated equally. The Declarant reserves the right to amend this Declaration to add additional house lots and open space lots in the future without the prior approval of the Association or lot owners. There is no time limit on Declarant's future development rights.

13. Amendment, Modification or Waiver by Declarant

The Declarant may alter, modify, waive or amend the provisions of this Declaration at any time, until Declarant no longer owns a lot of additional land that may be added to the Subdivision, and such amendments shall be binding on any and all owners purchasing a lot. Any waiver by the Declarant on any one occasion or for any individual lot shall not be deemed to constitute a waiver on any future occasion with respect to any lot. Thereafter, this Declaration may be amended by a two-thirds vote of the lot owners. Notwithstanding the foregoing, the Declarant shall have the right to amend this Declaration at any time without the consent of the lot owners, to add additional lots to the Development. No amendment passed by the lot owners shall effect Declarant's future development rights.

14. Term

These covenants shall run with the land and shall be for the benefit of the land shown on the Subdivision Plans and additional land that may be added and shall be binding on purchasers of lots in the Subdivision for a period of twenty-five (25) years from the date of this Declaration. Provided however that Section 3, to the extent that approvals are required by the Developer, shall terminate upon the sale of the last lot or additional land owned by the Declarant, unless an Architectural Review Committee has been established under the By-Laws of the Association. This Declaration shall automatically extend for successive periods of ten (10) years unless an instrument, signed by two-thirds of the lot owners, has been recorded terminating this Declaration. Failure to specifically refer to and/or incorporate these covenants, conditions and restrictions in deeds to the lots shall not in any manner affect the validity and effectiveness of these covenants, conditions and restrictions upon any lot. Notwithstanding the

foregoing, any covenants, conditions and restrictions dictated by state or local approval shall remain in force and effect in perpetuity.

15. Notice of Covenants, Conditions and Restrictions

A copy of these covenants, conditions and restrictions shall be recorded in the Rockingham County Registry of Deeds.

16. Enforcement

- 16.1 Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violations of any covenant, condition or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriated legal proceeding. If any owner shall attempt to violate, shall violate or shall permit on his lot any violation of any of the covenants, conditions or restrictions described herein, the Declarant or BOD once the Association is formed, or any lot owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.
- 16.2 Where applicable, this Declaration, is also expressly declared to be for the benefit of the Town of Londonderry, the Londonderry Sewer Commission, and any other commission, board and/or agency of the Town of Londonderry, and may be enforced by an action at law or in equity by the Town of Londonderry or an appropriate commission, board, agency or officer of the Town. If the Town maintains such an action and prevails, it shall be entitled to recover all reasonable costs and expenses of such an action, including reasonable attorneys' fees.
- 16.3 The Town of Londonderry shall have reasonable access to the Subdivision, or any part thereof, upon advance notice to the Declarant, Association, lot owners, as applicable, for such inspection as may be needed to enforce the applicable provisions of the Declaration, as amended from time-to-time. The Town of Londonderry, its employees, agents or representatives shall have the right to use the internal roadways of the Subdivision for the purpose of providing emergency services, including, but not limited to police, fire and ambulance service to the lot owners and for the purpose of inspection, installation, maintenance, repair and replacement of any utility servicing the Subdivision.

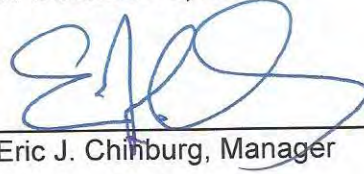
17. Severability

Invalidation of any covenant by court order or judgment shall not affect any of the other covenants, conditions, or restrictions herein, all of which shall remain in full force and effect.

[Signature continues on next page]

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day and year first above-written.

**DECLARANT:
LORDEN COMMONS, LLC**

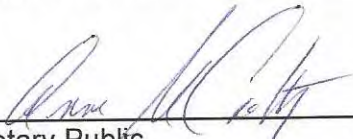


Dated: October 15, 2013

By: _____
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

The instrument was acknowledged before me on October 15, 2013 by Eric J. Chinburg, Manager of Lorden Commons, LLC, for the purposes herein contained.



Notary Public
My Commission Expires: 10/21/2014

ANNE M. CROTTY
Notary Public - New Hampshire
My Commission Expires October 21, 2014

EXHIBIT A**LORDEN COMMONS HOMEOWNERS' ASSOCIATION****BY-LAWS**

THESE BY-LAWS dated this 15th day of October, 2013 executed by, Lorden Commons, LLC, a New Hampshire limited liability company with a place of business at 8 Newmarket Road, Suite 2, Durham, County of Strafford, State of New Hampshire (hereinafter called, together with their successors and assigns referred to as "the Developer") who is the Declarant under a Declaration of Covenants, Conditions and Restrictions even date herewith and to be recorded simultaneously herewith in the Rockingham County Registry of Deeds (hereinafter called the "Declaration"). These By-Laws shall apply to the Lorden Commons Subdivision as described and created by the Declaration and to all present and future owners, tenants, and occupants of any lots in the development and to all other persons who shall at any time use the development or any portion thereof. The acquisition or rental of any lot or the act of occupancy of any lot will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws shall run with the land and each lot comprising the development and shall be binding thereon.

ARTICLE I**INTRODUCTORY PROVISIONS**

(a) Definitions. The terms used herein shall have the same meaning as given to them in the Declaration, except as expressly otherwise provided in the Declaration, or the application of such meaning would be contrary to the clear intent of the statement. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the development, adopted by the Association as hereafter provided.

(b) Purpose. Lorden Commons Homeowners' Association is a non-profit private mutual benefit corporation pursuant to the State of NH. Title 13-B for the purpose of administering the Common Land of the Subdivision in order to preserve property values and amenities in the Subdivision and for the preservation, maintenance and improvement of the Common Land held by the Association in the Subdivision now or in the future.

(c) Conflicts. These By-Laws are intended to comply with the requirements of the Declaration. If there is an inadvertent conflict between the provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE II**MEMBERS**

(a) Class of Members: The Association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner as distinguished from a security owner, of a lot in the Subdivision shall become a member of the Lorden Commons Homeowners' Association (herein after the "Association").

(2) Membership shall include an undertaking to comply with and be bound by the Declaration of Covenants and Restrictions, these By-Laws and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws. Members shall pay the first year's dues in advance on a pro rata basis based on a calendar year beginning in January of each year.

(3) Membership in this Association shall terminate when a member ceases to be a beneficial owner of a lot in the Subdivision.

(b) Voting Rights: Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members; provided, however, that each member shall be the sole beneficial owner of a lot in the subdivision. A member shall have one vote for each lot which member is a beneficial owner. Where two or more owners own a lot, only one vote for such lot owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(c) Assignment of Rights: A beneficial owner who is the member of the Association may assign his membership rights to the tenant residing in or on the beneficial owner's lot. Such assignment shall be completed by filing with the Secretary of the Association a written notice of assignment signed by the beneficial owner.

ARTICLE III

MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Londonderry, Rockingham County, New Hampshire in September of each year. The time and place shall be fixed by the Directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within ten (10) days by the President, or the Board of Directors, if requested by not less than seven (7) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally, by email or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding fifty (50%) percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When Directors or Officers are to be elected by members, or when there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV

BOARD OF DIRECTORS

(a) General Powers: The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure, and Qualifications: The number of Directors shall be not less than three (3) but not more than five (5). Each Director shall be a member of the Association, and shall hold office until two (2) annual meetings of the members following Director's original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions to the provision for the two (2) year tenure shall be in the case of the Directors first taking office following the organizational meeting of the Association. Of the first three (3) Directors, one (1) shall hold office only for a term of one year one (1) shall hold office until the second subsequent annual meeting, one (1) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. When possible, any increase in the number of Directors shall be in units of two (2) members, and their initial terms shall be one for one (1) year and the other one for two (2) years, with the determination to be by lot.

(c) Regular Meetings: The Board of Directors shall meet regularly at least every six (6) months, at a time and place it shall select.

(d) Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or of any three (3) Directors.

(e) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior thereto, by written notice delivered personally, by email or sent by mail to each Director. Any director may waive notice of any meeting.

(f) Quorum: A majority of the duly authorized Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

(g) Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

(h) Vacancies: Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of Director's predecessor in office.

ARTICLE V

OFFICERS

(a) Officers: The officers of the Association shall be a President, Vice President, a Secretary and a Treasurer.

(b) Qualifications and Method of Election: The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of one (1) year. The President and Vice-President shall be members of the Board of Directors.

(c) President: The President shall preside at the meetings of the Association and of the Board of Directors at which President is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.

(d) Vice President: The Vice President shall preside at meetings of the Association and the Board of Directors when the President is absent and shall exercise the powers of the President when the President is absent or disabled.

(e) Secretary: The Secretary shall keep the minutes of all of the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by Treasurer and by one (1) other officer. The Treasurer shall be a member ex officio of the Finance Committee.

(g) Vacancy: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VI

POWERS

Powers and Duties. The Association will have all of the powers and duties necessary for the administration of the affairs of the Development. Said powers and duties shall include, but not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Land,

Common Property and easements;

(b) Operation, care and enforcement of any use and conservation restrictions imposed upon the Subdivision;

(c) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Land, the Common Property and easements held by the Association;

(d) To make or cause to be made additional improvements on and as part of the Common Land;

(e) To acquire, hold, manage, convey and encumber title to real property (including but not limited to development lots conveyed to or acquired by the Association) in the name of and on behalf of the Association;

(f) The assessment and collection of the common expenses from the lot owners, and the enforcement of liens to secure unpaid assessments;

(g) The adoption and amendment of rules and regulations covering the details of the operation and use of the development, the Common Land or any portion thereof;

(h) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(i) Obtaining and administering insurance for the Subdivision as set forth in the Declaration;

(j) Repairing, restoring or replacing Common Land after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;

(k) Procuring legal and accounting services necessary or proper in the operation of the Subdivision or the enforcement of these By-Laws;

(l) The assessment of costs or damages against any lot owner whose actions have proximately caused damages to the Common Land;

(m) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire development or any part thereof which may in the opinion of the Association constitute a lien against the development or against the Common Land, rather than merely against the interests of particular lot owners (where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and also the costs incurred by the Association by reason of said lien or liens);

(n) Enforcement of the terms of the Declaration.

(o) All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

(p) The formation, purpose, modification and dissolution of any Committee,

such as but not limited to, an Architectural Review Committee, that the Board of Directors deems necessary for the proper administration of the Association. In any matter where the Declaration and/or By-Laws calls for review or action by a committee and said committee has not yet been or is not formed by the Board of Directors, the duties and requirements of the committee shall be vested in the Board of Directors.

ARTICLE VII

INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant shall exercise all powers and responsibilities assigned by these By-Laws and the Declaration to the Association and the Officers until such time as it turns over said powers and responsibilities to the lot owners. Said transfer of said powers and responsibilities shall occur upon the first to occur of: (1) the date the Declarant owns no more lots or additional land that can be added to the Subdivision; or (2) the date the Declarant gives voluntary written notice in a recordable form to the then lot owners of record that lot owner has relinquished its powers hereunder. No contract binding the Association, or the lot owners as a group, which shall have been entered into during the period of Declarant's control, as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of lot owners of a majority of the residential lots in the Development.

ARTICLE VIII

COMMON EXPENSES

(a) Common Expenses. The owner of each lot shall be liable for and shall pay as and when assessed an equal share of common expenses in accordance with the terms of the Declaration annually. Common expenses shall include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the development, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each lot and the common interest appurtenant thereto or the personal property or any other interest of a lot owner), assessments, insurance, liability for loss or damage arising out of or in connection with the Common Land or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities and improvements on the Common Land, maintenance, and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, improvements, management and operation incurred on or for the Common Land. The common expenses may also include such amounts as the Association may deem proper to make up any deficit in the Capital Fund (defined below in paragraph (c)). Common expenses will also include all common expense assessments against all lots, title to which is held by the Association.

(b) Capital Improvements. Whenever in the judgment of the Association the Common Land should be improved by new construction or alteration of existing facilities in excess of One Thousand (\$1,000.00) Dollars, any such additions, alterations or new construction may be made by the Association only after obtaining approval a two-third vote of the lot owners and Town of Londonderry approval, if necessary. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

(c) Capital Funds. The Association shall assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve together known as the Capital Fund, against anticipated future outlays for operations or for maintenance or replacement of facilities within the Common Land or equipment or other property held by the Association in connection with the Subdivision. The proportionate interest of each owner in said Capital Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with each lot even though not mentioned or described expressly in the instrument of transfer.

(d) Books. The Association will maintain books of account for common expenses for the Common Land, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices. The Association will, not less frequently than annually, render or cause to be rendered, a statement to each owner of all receipts and disbursements during the preceding year and the balances of the various accounts. The current copies of the Declaration, Articles of Incorporation, By-Laws and other rules concerning the subdivision, as well as books, records and financial statements shall be available for inspection by lot owners or by holders, insurers and guarantors of first mortgages that are secured by lots in the project. These documents shall be available during normal daytime business hours.

(e) Enforcement. The Association shall have a lien on every lot for unpaid assessments of common expenses levied against the lot, which may be applicable to said lot. Each periodic assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the lot owner against whom the same are assessed. If a lot owner shall fail to pay this assessment when due, then the lot owner shall pay an additional assessment of \$50.00 for each such failure, and all delinquent assessments shall bear interest at the rate of eighteen percent (18%) per year from the assessment due date. The lien may be enforced in the same manner as a lien for assessments under NH RSA 356-B, the Condominium Act.

(f) Resale Certificate. Upon the resale of a lot, the prospective purchaser shall have the right, within ten (10) days of request, statements from the Association complying with NH RSA 356-A:9-b which shall include the following:

(a) A statement of any capital expenditures and major maintenance expenditures anticipated by the property owners' association within the current or succeeding 2 fiscal years;

(b) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors;

(c) A copy of the income statement and balance sheet of the property owners' association for the last fiscal year for which such statement is available;

(d) A statement of the status of any pending suits or judgments in which the property owners' association is a party defendant;

(e) A statement setting forth what insurance coverage is provided for all property owners by the property owners' association and what additional insurance coverage would normally be secured by each individual property owner; and

(f) A statement that any improvements or alterations made to the lot, parcel, unit or interest by the prior property owner are not known to be in violation of any restrictions and covenants imposed upon the subdivided lands.

(g) Declarant. Notwithstanding the foregoing, the Declarant shall not be obligated to pay any common expenses or assessments until the Declarant has obtained a Certificate of Occupancy for a dwelling built on a lot owned by the Declarant.

ARTICLE IX

INSURANCE

(a) Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Land against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Land and all improvements which are the responsibility of the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall amounts deemed necessary by the Board of Directors and premiums for all insurance shall be common expenses cost.

(b) Name. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the benefit of the lot owners and their mortgagees.

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

ARTICLE X

GENERAL PROVISIONS

(a) Abatement of Violations. The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting lot owner.

(b) Waiver. The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a

relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

(c) Notices. All notices to lot owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the owner, addressed to the owner's address appearing on the records of the Association. Any notice given or mailed to one co-owner shall be presumed to have been properly given to any other co-owner, regardless of whether a separate notice was given or sent to said other co-owner.

(d) Amendment. These By-Laws may be amended in the same fashion as the Declaration, the provisions for which are contained within the Declaration at Section 12.

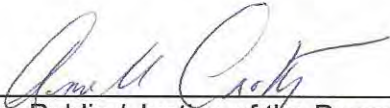
Executed as of the date and year first above written.

LORDEN COMMONS, LLC

By: 
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The instrument was acknowledged before me on October 15, 2013 by Eric J. Chinburg, Manager of Lorden Commons, LLC.


Notary Public / Justice of the Peace
My commission expires: 10/21/2014

ANNE M. CROTTY
Notary Public - New Hampshire
My Commission Expires October 21, 2014