

Return to:  
Ducharme Law, P.L.L.C.  
72 Portsmouth Avenue, Suite 101  
Stratham, NH. 03885

**DECLARATION OF COVENANTS**

**of the**

**RIDGE at GREENHILL HOMEOWNERS ASSOCIATION**

**Barrington, NH**

**INTRODUCTION**

*DECLARATION of COVENANTS made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by Stonearch at GreenHill, LLC, being the owner of legal title to lands described herein and the improvements thereon, hereby declares its intent to submit the land and improvements herein described, and located off of Route 125 in the Town of Barrington, County of Strafford and State of New Hampshire to a joint form ownership as a homeowners association, and that all Lots therein shall be held, transferred, sold, conveyed and occupied subject to and bound by the terms of this Declaration and companion Bylaws as they may be amended from time to time.*

**ARTICLE I**

**DEFINITIONS**

Certain of the terms as used in this Declaration are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

1. "Association" or "Association of Members" or "Ridge at Greenhill Association" means the association of the Members acting as a group in accordance with this Declaration.
2. "Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws.

## **Draft - April 2022**

3. "Bylaws" means the instrument annexed hereto as Appendix B and hereby made a part hereof which provide for the self-government of the Association.
4. "Common Area" means all of that portion of the Property not part of any Lot including areas designated as Open Space on any site plan on file with the Registry of Deeds.
5. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of this Declaration and the Bylaws.
6. "Home" means a residential building on a Lot.
7. "Lot" means a separately deed parcel of land further described on the Site Plan on file with the Registry of Deeds.
8. "Occupant" whenever used herein shall mean a person or persons, other than the Owner, in possession of one or more Homes.
9. "Owner" means an owner of record in any Lot in the Property.
10. "Property" means the premises described in Appendix A, including land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of this Declaration of Covenants.
10. "Rules" means such rules and regulations as the Board of Directors from time to time may adopt relative to the use of the Property or of any part thereof, as the same may be amended pursuant to the terms of this Declaration of Covenants.

### **ARTICLE II**

#### **GENERAL**

1. The Association and Name. The Ridge at GreenHill Homeowners Association is an association of Owners formed for the purpose of governing the Common Area, and in general administering and enforcing the terms of this Declaration of Covenants and the Bylaws included herein as Appendix B and any Rules promulgated pursuant hereto. The Association contains 55 individual Lots and Common Area. The name of the Association is the Ridge at GreenHill Owners Association, and the property which is located along Signature Drive and High Point Circle in Barrington and is further referenced and described in Appendix A.
2. Members. Any Owner is a Member of the Association. The membership of a Member shall

## Draft - April 2022

terminate upon the transfer of title, with such membership automatically transferred to such Member's successor in interest.

3. Administration. The administration of the Association shall be governed by this Declaration of Covenants and Bylaws and any Rules adopted pursuant to either of these documents, and all present and future holders of any interest in the Associations shall be Members of the Ridge at GreenHill Homeowners Association and bound by the terms hereof. The Association, through its Board of Directors unless otherwise noted, has the responsibility of administering, managing and maintaining the Property and the improvements thereon which it owns and over which it has been or may be granted easements or which it otherwise controls.

4. Applicability. The acceptance of a deed for any of the Lots that comprise the Association, and/or the conveyance, letting, use or occupancy of a residence shall constitute an agreement that the Member, mortgagee, lessee, guest and/or occupant of any such residence shall abide by the terms of this Declaration, the Bylaws and the Rules of the Association as any or all provisions may be amended from time to time.

5. Description, Statement of Purposes and Use. The Lots are intended for residential use as further defined herein and in the Bylaws, and the following provisions, together with the provisions of the Bylaws and Rules and Regulations, are in furtherance of this purpose.

All determinations as to whether there has been a violation of the terms of the Declaration of Covenants, the Bylaws and/or the Rules and/or whether any such violation shall be enforced are left to the sole discretion of the Board of Directors. Any such determination of violation may be appealed in writing by the offending Owner to the Association at the next Association meeting, Annual or Special, which shall be scheduled with all due haste. If any fine is imposed, the Owner must reserve their right to appeal by paying the fine in full at the time of notice of the request for an appeal.

- A. The Common Area of the Property shall not be used in a manner that is inconsistent with the residential character of the Property. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area. Nothing shall be stored on the Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the Board.
- B. No noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is or will become an annoyance or nuisance to another Owner. No use shall be made of any part of the Property which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Property or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Property that will increase the rate of insurance on the Common Area, without prior written consent of the Board.

C. The use of the Common Area shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees, occupants and licensees. The use, including responsibilities for maintenance and repair, of the Common Area shall be governed by this Declaration, the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors.

D. Part-time or full-time work from home is allowed unless otherwise notified by the Board of Directors that the activity has become a nuisance, annoyance, or does not fit within the residential character of the Association which determination is left to the sole discretion of the Board. Any such use of a home, whether for an ancillary home office, telecommuting, business activity, or any other form of profit or not-for-profit organization may not provide on-site services for clients, customers, or patients. Nor may it increase shipping, deliveries, noise, odors or increase any other activity in such a manner that it creates a nuisance as determined by the Board of Directors. Further, the Property will not be listed as the address of any business, organization or other endeavor, nor will any advertising, sign, or other identification on the Property, including a business listing on a directory or identification on a mail box, be allowed. No employee or person other than a resident of such Lot shall engage therein in any such business activity.

Further, any language to the contrary notwithstanding, the Owner of such a work from home situation shall not do anything related to the business which will cause the insurance on the Association to rise (without the express, written permission of the Board of Directors, and for which the increased cost shall become an obligation of the Owner who has incurred the increased cost), nor shall the Owner in any way, shape or form alter the physical structure of the home or Common Area as a result of any such work from home situation.

Finally, the Board of Directors shall possess the sole discretion to revoke any work from home permission previously granted to an Owner.

E. Size and Quality of Homes. All homes shall be single-family homes. Each home may have no more than three (3) bedrooms. No home shall be constructed with a living area, excluding the basement (even if walkout or finished), arches, garage, breezeways and decks, of less than 1,500 square feet. Homes may consist of one (1) or two (2) floors, not including any basement. The exterior of a home shall be in keeping with the quality of exteriors of other residences in the Association. No building shall be left with an unfinished exterior, and the exterior of a home shall be kept in a proper state of repair and maintenance. No home shall have a tar paper roof or concrete block foundation or wall. Homes have to be rebuilt and the exterior completed after damage within one (1) year.

## Draft - April 2022

- F. Chimneys. All chimneys intended for live fires shall have their flues lined the entire length the chimney with lining approved by the Town of Barrington Building Inspector.
- G. Solar Panels. Solar panels and/or shingles are allowed but all such solar devices must be attached to the home and only on that portion of the roof the faces the rear of the Lot; stand alone solar generators/stations are not allowed, and all solar installation are subject to the prior written approval of the board of Directors,, which approval shall not unreasonably be withheld.
- H. Fences. All fencing shall be wood, natural stone or white vinyl. Black chain link fencing is permitted for enclosing swimming pools and pets. No fence exceeding six feet (6.0') in height shall be permitted on any Lot, except as part of an approved tennis court layout or other similar structure. All fences shall be constructed with the finished side facing away from the dwelling. An Owner who wishes to install any fence shall submit a drawing of such fencing and a sample of materials to be used to the Board of Directors prior to installation. Unless otherwise authorized by the Board all such fences must be set back at least two feet (2.0') from the property line.
- I. Landscaping. Attractive landscaping is an essential element of the maintenance of the property values in the Ridge at GreenHill Homeowners Association. As such, owners must keep and maintain their Lot in a neat and attractive manner. No Owner may direct water on a Lot onto another Lot or onto the Common Area.
- J. Tree Removal Trees may not be cut so as to fall onto another Owner's Lot or on Common Area. The Lot plan submitted under these covenants shall dictate the area within which the Owner desires to cut trees for construction of the dwelling.  
Within fourteen (14) days of cutting, any felled trees shall be cut up and the logs stacked neatly. Any stumps or slash shall be buried or removed from the Lot within thirty (30) days of a tree having been cut. If buried, the location shall be approved by Declarant so long as it owns a Lot within said subdivision, or the Board of Directors thereafter. The Board of Directors, upon approval by the Association, has the right to enter onto a Lot to inspect for damaged trees with an arborist. If the arborist determines any tree needs to be cut or pruned, the Board of Directors shall forward such report to the Owner who shall then have thirty (30) days to attend to all matters in the report of the arborist, failing which the Board of Directors, through its agents, shall have the right to enter onto a Lot and attend to all matters in the report of the arborist, with all costs thereafter to be assessed to the Owner of the Lot.
- K. Fuel Storage. No external tank for fuel storage shall be maintained unless buried or screened from sight from the street and neighboring Lots.

- L. Other Structures. Other structures such as storage sheds, gazebos, barns and play areas may be constructed provided that such structures are adequately maintained and are attractive to the surrounding landscaping and design of the home. Construction of any such structures shall be complete, as determined by the Board of Directors, within nine (9) months of the start of the construction of such structure, which start date shall also be determined by the Board of Directors.

No structure, as defined and determined by the Board of Directors, may be closer than twenty-five feet (25') to the front or rear Lot line, nor closer than fifteen feet (15') to a side Lot line.

Mobile homes, manufactured homes and RVs are not allowed, other than as used by the Declarant while operating on site.

Boats must be stored in the rear of the home not readily seen from the street or completely with a garage.

- M. Right of Entry. Owners shall at all times maintain the structures and grounds on an Owner's Lot in a neat and attractive manner as determined by the Board of Directors. If the Board of Directors determines, in its sole discretion, that any portion of the said structures and/or grounds are not so maintained or that any such structure or a portion of the grounds is in such a state as to negatively affect the value of another home in the Association, that the structure or grounds (including landscaping thereon) or that some action has occurred that threatens another Lot, then a right of access to each such structure and grounds shall exist in favor of the Board of Directors or any other person authorized by the Board for the purpose correcting any such condition, provided that requests for entry are made in advance and that such request has been approved by the Association. In case of any situation deemed an emergency in the discretion of the Board of Directors such right of entry shall be immediate regardless of whether the Owner is present. In the discretion of the Board of Directors, any costs for emergency entry and/or repairs may be assessed to the Owner.

- N. None of the rights and obligations of the Members created herein shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement or encroachment be created in favor of a Member if said encroachment occurred due to the willful conduct of said Member or Members. If any portion of the Common Area encroaches upon any Lot, or if any home encroaches upon any other home or upon any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of (a) settling of a home, or (b) alteration or repair to any portion of the Common Area made by or with the consent of the Board of Directors, or (c) as a result of repair or restoration of a building or any home after damage by fire or other

## Draft - April 2022

casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

O. Occupancy. Occupancy of any home shall be in accordance with this Declaration of Covenants, the attached Bylaws, and Rules passed thereto, and the ordinances of the Town of Barrington and further subject to the laws of the State of New Hampshire and all applicable federal laws. The Board of Directors may make any occupancy rules that are not in violation of this Declaration, the Bylaws or Rules.

P. Leases. A home may be rented, leased or otherwise granted to someone other than the Owner only in its entirety and occupied only by the lessee/renter or other occupant, the Owner's family, servants and guests. Under no circumstances may individual rooms, garage rooms or portions of a home be rented or sub-rented separately. Homes may be rented for any period of time.

Within thirty (30) days of a home being rented for a period of thirty (30) days or more the name of the tenants, email addresses, telephone numbers, and the length of the Lease must be provided to the Board of Directors. Any costs incurred by the Association to enforce this provision, including but not limited to attorney's fees, shall be assessed to the Owner.

Q. Members Subject to Declaration, Bylaws and Rules and Regulations. All present and future Members, tenants and occupants of a home, and any other person who might use the facilities of the Property in any manner, are subject to the provisions of this Declaration, the Bylaws and the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time. The use of the Property and/or acceptance or the entering into occupancy of any home shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such home, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and Bylaws, the Rules to be adopted by the Board of Directors, and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the homes or other parts of the Property and/or Common Area. Each Owner shall comply therewith, and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages, for injunctive relief, for specific performance or for any other relief to be awarded by a court of law.

All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors, and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorney's fees, all as more particularly set forth in the Bylaws. Nothing herein shall exempt an Owner from paying all collection costs, including attorney's fees, should the Association prevail in any such collection case, and the determination of whether the collection costs are reasonable is left to the sole discretion of the Board of Directors.

In the event the Board of Directors does not vote to take action as described herein, each Owner may be entitled to bring a private action to recover sums due, for damages, for injunctive relief or for any other relief to be awarded by a court of law, but any such action sought to be brought by an Owner against another Owner for any alleged violation of these documents, must first receive permission from the Board of Directors which permission shall not be unreasonably withheld. Any such decision opposing such a private action may be appealed to the membership at the next Association meeting.

- R. Property Subject to Easements of Record and for Ingress and Egress and Use. Subject to the provisions of this Declaration, the Bylaws and the Rules, each Owner shall have an easement in common with each other Owner for ingress and egress through and use and enjoyment of the Common Area. Each home shall be subject to an easement for ingress and egress through and use and enjoyment of all Common Areas by persons lawfully using or entitled to the same. Further, the Association is subject to all easements of record now and in the future.
- S. Property Subject to Laws, Ordinances, Permits, Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all federal state and local laws, ordinances, permits, covenants, conditions, easements and restrictions of record, including the following Easements of record.
- T. Reservation of Utility and other Easements. The Association shall have perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Property, including but not limited to, cable, water, sewage disposal, snow removal, telephone, gas, internet and electrical systems, all for the benefit of the respective Owners of the Association, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. The intent of this Paragraph is to grant the Association the perpetual right to allow utility and other providers to enter onto the Common Area to inspect, maintain and otherwise access the utility services, which permission shall not be unreasonably withheld to utility providers. It is particularly noted that no use shall be permitted which could directly or indirectly degrade the quality of the Common Area or the



groundwater beneath it. Uses that are prohibited include, but are not limited to, the following:

- i. Storage, handling, transport, treatment or disposal of domestic or industrial wastewater, hazardous or regulated substances such as pesticides, gas, oil and other chemical, or hazardous or solid wastes;
  - ii. Any other use the New Hampshire Department of Environmental Services determines now or in the future would be detrimental to water quality; and
  - iii. Any other use the Board of Directors, in its sole discretion, deems inappropriate.
- U. The Board of Directors is empowered to adopt and amend, from time to time, Rules concerning the use of the Property and various parts thereof, which Rules shall be furnished in writing to all Owners, including by posting on an Association website, and which shall not be violated. The Rules may not conflict with the provisions of the Declaration or Bylaws.
- V. Notwithstanding anything herein to the contrary, all such determinations listed in this Paragraph 5 are left to the sole discretion of the Board of Directors. Further, the Board may withdraw the consents of the Board referred to in this Paragraph 5 whenever it deems such withdrawal to be in the best interest of the Association. Any such decision may be appealed to the Owners at the next scheduled Association meeting, which shall be scheduled with all due haste.

6. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Property covered by the Association's master casualty and liability policy by fire or other casualty, the proceeds of the master casualty policy shall be used to repair, replace or restore the structure or Common Area damaged. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a home and for each mortgagee of a home and for each Owner of any other interest in the Property to adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims.

7. Specific Performance. Both the Association and any aggrieved Owner shall have the right, as against other Owners who fail to comply with the provisions of this Declaration, the Bylaws and /or Rules, to specifically enforce the terms of these instruments. Similarly, each Owner shall have the right to bring an action for specific performance against the Association, in the event the Association shall fail to comply with the provisions of the Declaration of Covenants, Bylaws and Rules of the Association. The prevailing party shall be entitled to attorney's fees and costs associated with such action in the discretion of the Court.

## **Draft - April 2022**

8. Term. The terms and conditions of this Declaration shall run with the land for a term of fifteen (15) years from the date of recording of this Declaration of Covenants and shall automatically renew for successive periods of fifteen (15) years unless and until the Members vote to further amend these documents or, by a minimum vote of 75% of the homes, vote to terminate the Association.

### **ARTICLE III**

#### **MAINTENANCE**

1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided as Common Expenses. The Common Area shall include, but need not be limited to:

A. The roads within the Association until such time as the roads are granted to and maintained by the Town of Barrington;

B. Maintenance of Easements;

C. Maintenance of the Common Area, to include drainage swales and and drainage infrastructure, passive recreational areas, other improvements made on any of the Common Area;

D. Maintain the Property as required by the State of New Hampshire and the Town of Barrington even if any such portion of the Property is situated on a Lot and not the Common Area; and

E. Any other portion of the Property not part of a Lot.

The Association may maintain other property which it does not own, including, without limitation, easements, if the Board of Directors determines that such maintenance is necessary or desirable.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all homes.

2. Owner Responsibility. An Owner shall maintain and keep in good repair all areas not otherwise herein designated as Common Area.

3. Additions, Alterations or Improvements by Members. No Owner shall make any structural addition, alteration or improvement in or to the Common Area or easements pertaining thereto, without the prior written consent thereto of the Board of Directors or by a majority of the Lots.

**ARTICLE IV**

**INSURANCE**

1. Property Insurance. The Board or its duly authorized agent shall obtain insurance for all insurable improvements and structures on the Common Area 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 of any structures on said Common Area in the event of damage or destruction from any such hazard, together with all betterments and improvements. Premiums for all insurance on the Property shall be a Common Expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.
  
2. Liability Insurance. The Board or its duly authorized agent shall obtain and administer insurance for the Board and the Owners against any liability to the public or to the Owners (and their invitees or tenants) incident to the ownership and/or use of the Property, and including the personal liability exposure of the Owners, incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis, and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects the Owner's action against another named insured.
  
3. Directors and Officers Insurance. The Board of Directors or its duly authorized agent shall obtain Directors and Officers insurance for the benefit of the Officers, Directors, and any committee members of the Association, and, if reasonably available, Owners in the Association acting on behalf of the Board against any liability arising out of, resulting from, or related to the performance of their duties as Officers, Directors and/or committee members of the Association, and Owners in the Association acting on behalf of the Board with limits of liability for such insurance of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate per year.
  
4. All policies shall be written with a company licensed to do business in the State of New Hampshire.
  
5. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors on behalf of the Association.

## **Draft - April 2022**

6. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.

7. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Members for their mortgages.

8. Each Owner shall obtain and maintain at all times FULL REPLACEMENT COST insurance as further noted and defined in Article VI of the Bylaws.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association, and each owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage.

9. The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

A. A waiver of subrogation by the insurer as to any claims against the Board of Directors and Owners and their respective servants, agents and guests;

B. A provision that the master policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Members;

C. A provision that the master policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors cure the defect; and

D. That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.

### **ARTICLE V**

#### **ASSOCIATION**

The Association shall have all of the powers and duties as set forth in this Declaration and the Bylaws, and all of the powers and duties reasonably necessary to operate the Association as set forth in this Declaration and the Bylaws and as they may be amended from time to time.

1. Membership in the Association.

A. Qualifications. The members of the Association shall consist of all the record Owners of the Lots.

## Draft - April 2022

B. Change of Membership and Mortgages. Change of membership in the Association shall be established by recording in the Registry of Deeds for Strafford County, State of New Hampshire a deed establishing record title to a home or Lot in the Association. The Buyer shall immediately deliver to the Board of Directors of the Association a copy of the deed showing the Volume and Page of same. Should the Owner fail to do so within thirty (30) days of the date of the filing of said Deed (or within thirty days of the passage of this provision), the Board of Directors may acquire one, and the Owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the home until paid in full. The Board of Directors shall keep such photostatic copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The Owner designated by such instrument shall thereby become a member of the Association. At such time, the membership of the prior Owner shall be thereby terminated.

C. Voting Rights. An Owner shall be entitled to cast one (1) vote for each Lot owned. All votes shall be weighted equally. When there is more than one record Owner, any of such persons may attend any meeting of the Association and cast the vote of such home or Lot, but if more than one (1) such Owner shall attend, it shall be necessary for those present to act unanimously in order to cast any vote to which they are entitled.

D. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's home.

E. Members may vote at all Association meetings by written proxy as provided by the Condominium Act and as properly delivered to the Board of Directors. Members of the Board of Directors may neither vote, nor participate in Board meetings by proxy.

2. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors the members of which shall be designated in the manner provided in the Bylaws.

3. Limitations upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

4. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Appendix B.

5. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration and the Bylaws.

**ARTICLE VI**

**SALES AND ALIENATION OF HOMES**

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to the Owner's home without including therein the Owner's share in the Association it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect such title or one or more of such interests, without including such title or one or more of such interests, without including all such title or interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein.
  
2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise the Owner's home unless and until the Owner (or the Owner's personal representative) shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Home and shall have satisfied all unpaid liens with respect to the Owner's home, except mortgages.

**ARTICLE VII**

**AMENDMENTS**

The Declaration and/or Bylaws may be modified or amended by a vote of a majority of the Lots of the Association. No such Amendment shall be effective unless and until it is filed with the Strafford County Registry of Deeds.

**ARTICLE VII**

**CONTROL BY THE DEVELOPER**

Stonearch at Greenhill Ridge, LLC or any subsequent developer shall have the right to exercise all of the powers and responsibilities assigned by this Declaration and companion Bylaws in the Association. The right to control the selection of members of the Board of Directors and Officers shall belong to Stonearch at Greenhill Ridge, LLC or any subsequent developer until such time as the developer cedes control to the Association.

The Stonearch at Greenhill Ridge, LLC or any subsequent developer shall cede control of the Association to the Owners upon the sale of fifty (50) of the fifty-five (55) residential Lots in the Association or upon the third anniversary of the sale of the first residential Lot whichever occurs first.

**ARTICLE IX**

**NOTICE**

1. Manner of Notice. Except as otherwise provided in this Declaration, all notices, demands, bills, statements or other communications provided for or required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, emailed to the Owner at an email address on file with the Association for the Member or if sent by United States first class mail, postage pre-paid (i) if to an Owner at such address as the Owner may have designated by notice in writing to the Secretary, including via an email address, or (ii) if to the Association, the Board of Directors at the Association or at such other address, including an email address, as shall be designated by notice in writing to the Owners pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof, in writing, to include electronic writing, signed by the Member entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

**ARTICLE X**  
**INTERPRETATION**

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a homeowners association. Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules shall not constitute a waiver of the right to enforce said provision.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and vice versa, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Further, the order of priority between the Declaration, the Bylaws and the Rules, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and the Bylaws preside over conflicting language in the Rules.

**ARTICLE XI**  
**SEVERABILITY**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**ARTICLE XII**  
**EFFECTIVE DATE**

This Amended Declaration of Covenants shall take effect upon recording at the Strafford County Registry of Deeds.

**ARTICLE XIII**

**COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS**

1. Severability. If any provisions of this Declaration or any section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
2. Waiver. No provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of breaches which may occur.
3. Captions. The captions contained in this Declaration are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
4. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.



**APPENDIX A**

Certain tracts or parcels of land with the buildings and improvements thereon, if any, situated in the Town of Barrington, in the County of Rockingham and State of New Hampshire, and shown as Lots 1 thru Lots 55 on Signature Drive and High Point Circle and Lot R1, Lot R2 and Lot R3 on Calef Highway (N.H. Route 125) as shown on a plan of land entitled “Subdivision Plan “the Ridge at Green Hill” for Harbor Street Limited Partnership, Land of Paul C. Helfgott, Rina Myhre & Carol H. Ledoux (Tax Map 223, Lots 24 & 26) Route 125/Calef Highway, Barrington, New Hampshire” drawn by Doucet Survey, Inc dated May 6, 2019 and recorded in the Rockingham County Registry of Deeds as Plan Nos. 12586-12592 (inclusive). Said lots are further described as follows:

- Lot 1 contains 44,252 square feet (1.02 acres), more or less, according to said Plan.
- Lot 2 contains 39,736 square feet (0.91 acres), more or less, according to said Plan.
- Lot 3 contains 44,669 square feet (1.03 acres), more or less, according to said Plan.
- Lot 4 contains 45,442 square feet (1.04 acres), more or less, according to said Plan.
- Lot 5 contains 43,484 square feet (1.00 acres), more or less, according to said Plan.
- Lot 6 contains 43,321 square feet (0.99 acres), more or less, according to said Plan.
- Lot 7 contains 48,224 square feet (1.11 acres), more or less, according to said Plan.
- Lot 8 contains 43,664 square feet (1.00 acres), more or less, according to said Plan.
- Lot 9 contains 48,328 square feet (1.11 acres), more or less, according to said Plan.
- Lot 10 contains 52,182 square feet (1.20 acres), more or less, according to said Plan.
- Lot 11 contains 56,762 square feet (1.30 acres), more or less, according to said Plan.
- Lot 12 contains 55,892 square feet (1.28 acres), more or less, according to said Plan.
- Lot 13 contains 48,032 square feet (1.10 acres), more or less, according to said Plan.
- Lot 14 contains 60,956 square feet (1.40 acres), more or less, according to said Plan.
- Lot 15 contains 43,462 square feet (1.00 acres), more or less, according to said Plan.
- Lot 16 contains 44,538 square feet (1.02 acres), more or less, according to said Plan.
- Lot 17 contains 49,853 square feet (1.14 acres), more or less, according to said Plan.
- Lot 18 contains 45,545 square feet (1.05 acres), more or less, according to said Plan.
- Lot 19 contains 43,494 square feet (1.00 acres), more or less, according to said Plan.
- Lot 20 contains 37,044 square feet (0.85 acres), more or less, according to said Plan.
- Lot 21 contains 38,903 square feet (0.89 acres), more or less, according to said Plan.
- Lot 22 contains 34,138 square feet (0.78 acres), more or less, according to said Plan.
- Lot 23 contains 32,845 square feet (0.75 acres), more or less, according to said Plan.
- Lot 24 contains 31,792 square feet (0.73 acres), more or less, according to said Plan.
- Lot 25 contains 39,189 square feet (0.90 acres), more or less, according to said Plan.
- Lot 26 contains 42,250 square feet (0.97 acres), more or less, according to said Plan.
- Lot 27 contains 46,563 square feet (1.07 acres), more or less, according to said Plan.
- Lot 28 contains 40,099 square feet (0.92 acres), more or less, according to said Plan.
- Lot 29 contains 42,044 square feet (0.97 acres), more or less, according to said Plan.
- Lot 30 contains 42,555 square feet (0.98 acres), more or less, according to said Plan.
- Lot 31 contains 45,503 square feet (1.04 acres), more or less, according to said Plan.

## Draft - April 2022

Lot 32 contains 53,974 square feet (1.24 acres), more or less, according to said Plan.  
Lot 33 contains 48,647 square feet (1.12 acres), more or less, according to said Plan.  
Lot 34 contains 37,926 square feet (0.87 acres), more or less, according to said Plan.  
Lot 35 contains 38,864 square feet (0.89 acres), more or less, according to said Plan.  
Lot 36 contains 34,604 square feet (0.79 acres), more or less, according to said Plan.  
Lot 37 contains 35,632 square feet (0.82 acres), more or less, according to said Plan.  
Lot 38 contains 36,420 square feet (0.84 acres), more or less, according to said Plan.  
Lot 39 contains 42,159 square feet (0.97 acres), more or less, according to said Plan.  
Lot 40 contains 42,230 square feet (0.99 acres), more or less, according to said Plan.  
Lot 41 contains 43,491 square feet (1.00 acres), more or less, according to said Plan.  
Lot 42 contains 40,496 square feet (0.93 acres), more or less, according to said Plan.  
Lot 43 contains 32,353 square feet (0.74 acres), more or less, according to said Plan.  
Lot 44 contains 34,986 square feet (0.80 acres), more or less, according to said Plan.  
Lot 45 contains 40,850 square feet (0.94 acres), more or less, according to said Plan.  
Lot 46 contains 60,299 square feet (1.38 acres), more or less, according to said Plan.  
Lot 47 contains 58,802 square feet (1.35 acres), more or less, according to said Plan.  
Lot 48 contains 48,457 square feet (1.11 acres), more or less, according to said Plan.  
Lot 49 contains 81,860 square feet (1.88 acres), more or less, according to said Plan.  
Lot 50 contains 57,724 square feet (1.33 acres), more or less, according to said Plan.  
Lot 51 contains 45,077 square feet (1.03 acres), more or less, according to said Plan.  
Lot 52 contains 44,301 square feet (1.02 acres), more or less, according to said Plan.  
Lot 53 contains 43,348 square feet (1.00 acres), more or less, according to said Plan.  
Lot 54 contains 39,065 square feet (0.90 acres), more or less, according to said Plan.  
Lot 55 contains 38,161 square feet (0.88 acres), more or less, according to said Plan.

Lot R1 contains 148,373 square feet (3.41 acres), more or less, according to said Plan.  
Lot R2 contains 106,822 square feet (2.45 acres), more or less, according to said Plan.  
Lot R3 contains 144,716 square feet (3.32 acres), more or less, according to said Plan.

Lot R1 located on Route 125, Calef Highway, contains a graveyard. This lot is subject to New Hampshire RSA 289:3 III which prohibits new construction, excavation or building shall be constructed within twenty-five (25) feet of the boundary of the burial ground.

Being a portion of the premises conveyed to Grantor by deed of Rina Myhre, Carol H. Ledoux and Paul C. Helfgott dated June 25, 2019 and recorded with the Rockingham County Registry of Deeds in Book 4665, Page 975.