

Barbara R. Luther

COPY

DECLARATION OF
TIOGA RIDGE HOMEOWNERS ASSOCIATION, INC.
BELMONT, BELKNAP COUNTY, NEW HAMPSHIRE

I. DECLARATION

By Declaration this 24th day of April, 2008, Amily Management, LLC with a mailing address of P.O. Box 856, Plymouth, New Hampshire 03264, being the Owner and Developer of the Tioga Ridge Development in the Town of Belmont, County of Belknap and State of New Hampshire, hereby declare that the extensions to Grimstone Drive and Wild Acres Road, as defined herein, and any applicable easement rights, is and shall be conveyed to the Tioga Ridge Homeowners Association, Inc. and held by said Association subject to these Property Restrictions, Easements and Covenants and the attached By-Laws of the Tioga Ridge Homeowners Association, Inc. for the purpose of enhancing the value and desirability of the Tioga Ridge Development properties as a whole and for the purpose of creating reciprocal and equitable servitude and rights to run with the land, and benefit and bind all of the respective Owners of lots along the extensions to Grimstone Drive and Wild Acres Road as stated herein, including their heirs, successors and assigns.

II. DEFINITION OF TERMS

A. Grimstone Drive and Wild Acres Road (Extensions): The roadways as laid out and identified on Plan entitled "Subdivision Plan of Tioga Ridge located on Wild Acres Road / Grimstone Drive, Belmont, Belknap County, New Hampshire Prepared for Amily Management, LLC", and being recorded in the Belknap County Registry of Deeds as Plan No. L-59-012.

B. Tioga Ridge Homeowners Association, Inc.: All owners of a lot within the Tioga Ridge Development, and as shown on aforementioned plan, shall automatically be members of the Association. All of the herein stated lots within the Tioga Ridge Development shall still be subject to any specific restrictive covenants that shall be stated on any deed of conveyance regarding the said lots. Members of the Association shall be required to pay

RE: TIOGA RIDGE HOMEOWNERS ASSOCIATION, INC.

assessments to the Association for maintenance and repair of the said extensions to Grimstone Drive and Wild Acres Road, and for the repair, maintenance, and replacement of the two (2) water retention ponds, and any related drainage pipes, catch-basins and culverts, all as shown on said plan. Further reference is hereby made to the attached By-Laws.

C. Restrictions and Easements. These Restrictions, Easements and Covenants shall apply only to members of the Tioga Ridge Homeowners Association, Inc.

D. Common Property. The "Common Property" shall be the extensions to Grimstone Drive and Wild Acres Road that has not been conveyed by the Developer to the Town of Belmont, or any applicable town or state agency or organization, all as shown on said plan.

III. TIOGA RIDGE HOMEOWNERS ASSOCIATION, INC.

A. Each Member of the Association as designated herein and in the attached By-Laws shall be entitled to one vote per lot owned. provided, however, that if property is held under multiple ownership, all of such Owners must decide among themselves how their one vote shall be cast, and provided further that the Owner is not delinquent in the payment of any annual assessment.

B. Grimstone Drive and Wild Acres Drive (Extensions) shall be maintained as Common Property by the Tioga Ridge Homeowners Association, Inc. pursuant to this Declaration and attached By-Laws, unless and until said roadway is accepted by the Town of Belmont or other municipal corporation as a public roadway.

IV. COMMON PROPERTY

Amily Management, LLC, its successors or assigns, as Owner of the extensions to Grimstone Drive and Wild Acres Road, and as Developer of Tioga Ridge Development shall convey its respective interest in the extensions to Grimstone Drive and Wild Acres Road to the Association, and the Association shall accept title to said roadways and "common land" as "common property".

RE: TIOGA RIDGE HOMEOWNERS ASSOCIATION, INC.

V. LAND USE - COMMON PROPERTY

The Common Property shall be used by the Members of the Association, its guests, renters, or other invitees of the Members. The use of all Common Property shall be subject to any rules and regulations concerning use and care of Common Property adopted by Tioga Ridge Homeowners Association, Inc. and subject to the By-Laws attached hereto.

VI. RIGHTS AND EASEMENTS RESERVED

A. The Association reserves the right to convey and dedicate the extensions to Grimstone Drive and Wild Acres Road and any "open space" and "common land" of the Tioga Ridge Development, as shown on said plan, to the Town of Belmont, to the Town of Belmont Conservation Commission, and/or any applicable town or state agency or organization for public use.

B. The Developer and the Association, and its assigns and successors, reserves the easement right to travel from the applicable roads within the said development, with persons, vehicles, equipment and machinery, over and across Lot 3 and Lot 4 of the Tioga Ridge Development, and over and across the applicable "open space" of the Tioga Ridge Development, to access the two (2) water retention ponds, for maintenance, repair, and replacement of said ponds, and any related drainage pipes, catch-basins and culverts, all as shown on said plan, for the benefit of the owners of any lot within the said development, and the members of the said Association.

VII. ASSESSMENTS

Each Member of the Association, shall be deemed to covenant and agree on behalf of said Member, said Member's heirs, successors, and assigns, to pay to the Tioga Ridge Homeowners Association, Inc., any assessments levied as provided herein. Such obligation shall be a covenant which shall run with the land. Assessments shall be paid to the Tioga Ridge Homeowners Association, Inc. in accordance with the By-Laws attached hereto. All assessments shall be paid within 30 days of date of billing. The Association shall make an annual account of the application of assessments and shall mail a copy of said accounting to each Member at his or her last known address. Any assessment which is not paid when due shall accrue interest at the rate of 15 percent per annum. The assessment, together with interest, shall be a charge and become a continuing

RE: TIOGA RIDGE HOMEOWNERS ASSOCIATION, INC.

lien on the Lot, against which the delinquent assessment is made, and shall bind such Lot, in the hands of its Owner, their heirs, devisees, representatives and assigns. Tioga Ridge Homeowners Association, Inc. may bring an action against the Owner personally obligated to pay the assessment, or may foreclose the lien against the Lot in the manner provided for by statute for the foreclosure of power of sale mortgages, with the cost of collection to be added to the amount of such assessment, including the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessments.

VIII. ENFORCEMENT

In addition to the enforcement remedies provided hereinabove, these covenants and restrictions may be enforced by the Tioga Ridge Homeowners Association, Inc., or any owner by a proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenant or restriction, either to restrain said violation or to recover damages and, if legal action is reasonably necessary for such enforcement, then the enforcing party shall be entitled to recover legal costs, including reasonable attorneys' fees and other charges, if it prevails.

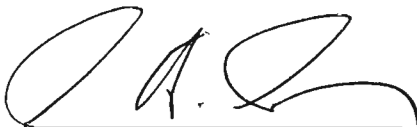
IX. DURATION/AMENDMENT

These restrictions and covenants shall run with the land, after recording of this Declaration, and shall remain in effect for the maximum legal period. This Declaration may be amended by affirmative vote of Seventy Five Percent (75%) of all Members of the Tioga Ridge Homeowners Association, Inc., a notice and ballot containing the proposed amendment having been mailed to the last known address of each Member of Tioga Ridge Homeowners Association, Inc., with a deadline for returning such ballot set at least thirty (30) days after such mailing date.


RE: TIOGA WOODS HOMEOWNERS ASSOCIATION, INC.

Dated the 24th day of APRIL, 2008.

AMILY MANAGEMENT, LLC.



Witness

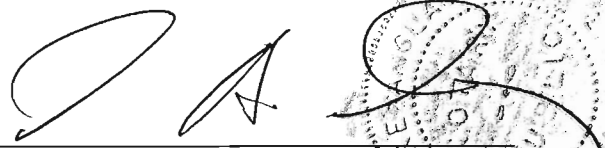
BY: 

Dennis Prescott-Managing Member
Duly Authorized

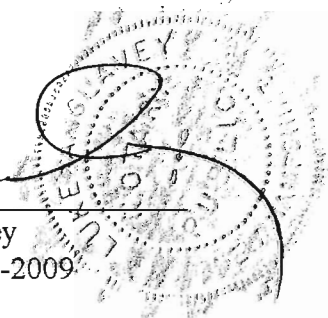
STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

Personally appeared the above named Dennis Prescott in his capacity as duly authorized Managing Member of Amily Management, LLC, who acknowledged the he executed the foregoing with proper authority and his free act and deed on this 24th day of APRIL, 2008.



Notary Public - Luke A. Glavey
My Commission Expires: 7-28-2009



cc:ridgetioga