

WARRANTY DEED

KNOW all persons by these presents that we, **JAMES S. FERNALD, as Trustee of the JAMES S. FERNALD REVOCABLE TRUST and LINDA R. FERNALD, Trustee, as Trustee of the LINDA R. FERNALD REVOCABLE TRUST**, trusts established under the laws of the State of New Hampshire, both having a mailing address of PO Box 450, Town of Nottingham, County of Rockingham, State of New Hampshire 03290, hereby grant unto

FERNALD DRIVE HOMEOWNERS ASSOCIATION, a New Hampshire nonprofit association, with a mailing address of PO Box 450, Town of Nottingham, County of Rockingham, State of New Hampshire 03290, with warranty covenants, the following:

NOTTINGHAM, ROCKINGHAM COUNTY:

A certain tract or parcel of land situated in the Town of Nottingham, County of Rockingham, State of New Hampshire, being shown as "Tax Map 52, Lot 4-2-3, Fernald Drive (Pvt), 167,588 Sq. Ft., 3.85 acres" on a plan of land entitled "Overview Subdivision Plan, Land of James S. Fernald Revocable Trust & Linda R. Fernald Revocable Trust, Deerfield Road, Nottingham, N.H., Tax Map 52, Lot 4-2" prepared by Berry Surveying & Engineering dated September 19, 2022, as revised, said plan recorded in the Rockingham County Registry of Deeds as Plan # _____, said tract or parcel of land being more particularly bounded and described as follows:

Beginning at a Landry iron bound found at a point along the southerly sideline of Deerfield Road, so-called, being the northeasterly corner of the tract herein conveyed; thence turning and running S 59° 55' 22" E along said Deerfield Road a distance of 115.79 feet, more or less, to a point at the end of a stone wall; thence turning and running S 33° 00' 15" W along Tax Map 52, Lot 4-2-1 as shown on said plan a distance of 80.80 feet, more or less, to a point; thence turning and running S 39° 51' 35" W along said Lot 4-2-1 a distance of 199.28 feet, more or less, to a granite bound set; thence continuing S 39° 51' 35" W along Lot 4-2-2 as shown on said plan a distance of 279.65 feet, more or less, to a granite bound set; thence turning and running S 34° 09' 43" W along Lot 4-2-1 as shown on said plan a distance of 211.86 feet, more or less, to a granite bound set; thence turning and running along said Lot 4-2-1 on a curve to the right with a radius of 250.00 feet a distance of 59.70 feet, more or less, to a granite bound set; thence turning and running S 47° 50' 39" W along said Lot 4-2-1 a distance of 213.93 feet, more or less, to a granite bound set; thence turning and running along said Lot 4-2-1 on a curve to the left with a

radius of 250.00 feet a distance of 34.84 feet, more or less, to granite bound set; thence turning and running S 39° 51' 35" W along said Lot 4-2-1 a distance of 61.66 feet, more or less, to a granite bound set; thence turning and running along said Lot 4-2-1 on a curve to the left with a radius of 250.00 feet a distance of 75.34 feet, more or less, to a granite bound set; thence turning and running S 22° 35' 33" W along said Lot 4-2-1 a distance of 100.55 feet, more or less, to a granite bound set; thence turning and running along said Lot 4-2-1 on a curve to the left with a radius of 80.00 feet a distance of 98.48 feet, more or less, to a granite bound set; thence turning and running along said Lot 4-2-1 on a curve to the right with a radius of 100.00 feet a distance of 237.36 feet, more or less, to a granite bound set; thence turning and running along Tax Map 52 Lot 4-2 as shown on said plan on a curve to the right with a radius of 100.00 feet a distance of 200.00 feet, more or less, to a granite bound set; thence turning and running N 22° 35' 33" E along Tax Map 52, Lot 4-1 as shown on said plan a distance of 320.86 feet, more or less, to a Landry iron bound found; thence turning and running N 39° 51' 35" E along said Lot 4-1 a distance of 1,248.46 feet, more or less, to a Landry iron bound found; thence turning and running N 05° 40' 55" W along said Lot 4-1 a distance of 61.30 feet, more or less, to the iron bound found being the point begun at. Containing 167,588 square feet (3.85 acres), more or less, according to said plan.

This conveyance is subject to the following:

1. The Declaration of Covenants, Easements and Restrictions of the Fernald Drive Homeowners Association, said instrument of near or even date to be recorded herewith; and
2. The Bylaws of the Fernald Drive Homeowners Association, said instrument of near or even date to be recorded herewith.

Releasing in favor of the grantee all rights of homestead and other interests therein.

Meaning and intending to describe and convey hereby a portion of the premises conveyed to the Grantors herein by deed of James S. Fernald and Linda R. Fernald dated October 2, 1991 and recorded in the Rockingham County Registry of Deeds at Book 2906, Page 1838.

Executed this the 4th day of January, 2023.

James S. Fernald Revocable Trust

George Malik
Witness

James S. Fernald TEE
By: James S. Fernald, Trustee

Linda R. Fernald Revocable Trust

Karen Smith Malik
Witness

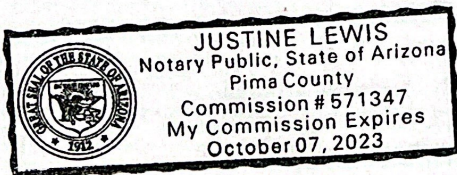
Linda R. Fernald TEE
By: Linda R. Fernald, Trustee

STATE OF ~~NEW HAMPSHIRE~~ ARIZONA
COUNTY OF Pima, ss.

Personally appeared the above named James S. Fernald, as Trustee of the James S. Fernald Revocable Trust and Linda R. Fernald, as Trustee Linda R. Fernald Revocable Trust, known to me or satisfactorily proven to be the persons whose names are subscribed above, who acknowledged that they executed the within of their own free act and deed for the purposes therein contained. Before me,

Dated: 01/04/2023

Justine Lewis
Notary Public/Justice of the Peace
My Comm. Exp.: 10/07/2023



CERTIFICATE OF TRUSTEE

The undersigned **JAMES S. FERNALD**, as Trustee of the **JAMES S. FERNALD REVOCABLE TRUST** and **LINDA R. FERNALD**, Trustee, as Trustee of the **LINDA R. FERNALD REVOCABLE TRUST**, trusts established under the laws of the State of New Hampshire, both having a mailing address of PO Box 450, Town of Nottingham, County of Rockingham, State of New Hampshire 03290, hereby certify as follows:

1. That we are the Trustees of the above-named trusts, which are revocable trusts, are in full force and affect, and have not been amended or modified as of the date hereof;

2. That pursuant to RSA 564-B:8-816, the said Trustees have full and absolute power in the relevant Trust Agreements to acquire, convey or mortgage any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see the application of any Trust asset paid to the Trustees relative to said conveyance or mortgage thereof.

Executed this 4th day of JANUARY, ~~2022~~ 2023

James S. Fernald Revocable Trust

Linda R. Fernald Revocable Trust

James S. Fernald TEE Linda R. Fernald, TEE

By: James S. Fernald, Trustee

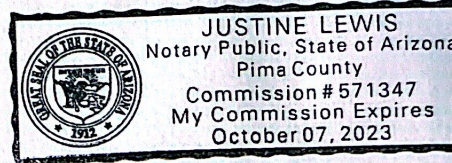
By: Linda R. Fernald, Trustee

STATE OF ~~NEW HAMPSHIRE~~ ARIZONA
COUNTY OF Pima, ss.

Personally appeared the above named James S. Fernald, as Trustee of the James S. Fernald Revocable Trust and Linda R. Fernald, as Trustee Linda R. Fernald Revocable Trust, known to me or satisfactorily proven to be the persons whose names are subscribed above, who acknowledged that they executed the within of their own free act and deed for the purposes therein contained. Before me,

Dated: 01/04/2023

Justine Lewis
Notary Public/Justice of the Peace
My Comm. Exp.: 10/07/2023



DECLARATION OF

COVENANTS, EASEMENTS AND RESTRICTIONS

of the

FERNALD DRIVE HOMEOWNERS ASSOCIATION

Nottingham, New Hampshire 03290

This Declaration of Covenants, Easements, and Restrictions (hereafter the "Declaration") is made as of the 4th day of JANUARY, 2023, 2022 by **JAMES S. FERNALD, as Trustee of the JAMES S. FERNALD REVOCABLE TRUST and LINDA R. FERNALD, Trustee, as Trustee of the LINDA R. FERNALD REVOCABLE TRUST**, trusts established under the laws of the State of New Hampshire, both having a mailing address of PO Box 450, Town of Nottingham, County of Rockingham, State of New Hampshire 03290, hereafter collectively referred to as the "Declarant".

RECITALS:

A. The Declarant is the owner of a certain tract of land in situated in the Town of Nottingham, County of Rockingham, State of New Hampshire, being identified as "Tax Map 52, Lot 4-2" on the Tax Maps of the Town of Nottingham circa 2022 acquired by deed of James S. Fernald and Linda R. Fernald dated October 2, 1991 and recorded in the Rockingham County Registry of Deeds at Book 2906, Page 1838, being a portion of said premises; and

B. Declarant intends to subdivide the said Lot 4-2 into four (4) separate tracts or parcels of land, as shown on that certain plan entitled "Overview Subdivision Plan, Land of James S. Fernald Revocable Trust & Linda R. Fernald Revocable Trust, Deerfield Road, Nottingham, N.H., Tax Map 52, Lot 4-2" prepared by Berry Surveying & Engineering dated September 19, 2022, said plan recorded in the Rockingham County Registry of Deeds as Plan # _____, (hereafter the "Plan"); three lots shall be residential house lots, and one lot shall serve as the common area upon which the roadway shall be situated; and

C. Declarant intends to own, develop, sell and/or convey ownership of one or more of the said lots as residential house lot, either in the present or in the future, that shall all draw frontage and/or access and egress to and from the streets and ways of the Town of Nottingham and State of New Hampshire via "Fernald Drive," a private way shown on said Plan as "Tax Map 52, Lot 4-2-3, Fernald Drive (Pvt), Proposed Lot Area 167,588 Sq. Ft., 3.85 Ac." on said Plan. Declarant intends to convey title of Lot 4-2-3, i.e. the common area upon which the said Fernald Drive shall be situated, to a not-for-profit corporation established under the laws of the State of New Hampshire and known as "Fernald Drive Homeowners Association;" and

E. Declarant hereby declares and imposes upon all lots to be subdivided from the said Tax Map 52, Lot 4-2 mutual and beneficial protective covenants, restrictions and easements governing the said Lots and the said Fernald Drive.

NOW THEREFORE, each and every deed hereafter conveying any interest in the above-described Lots shall be subject to and with the benefit of the following restrictions, covenants

and easements which shall run with the land and inure to the benefit of the Declarant and each of the owners of the above-described Lots, their heirs, grantees, successors and assigns forever.

1. APPLICABILITY.

Acceptance of Deed. Acceptance of a deed for any of the Lots subdivided from the property of the Declarant known as Tax Map 52, Lot 4-2 on the tax map of the Town of Nottingham circa 2022 shall constitute an agreement by the grantee(s) of said lot, for him/her/their selves and their heirs, successors and assigns, to encumber said lot or lots by these Covenants, Easements and Restrictions, and to become members of the Fernald Drive Homeowners Association established by the Declarant for the purpose of owning, maintaining and improving the said Fernald Drive. This provision shall apply to both lots being subdivided in the present time or as may be further subdivided from any Lot in the future.

2. USE OF LOTS AND COMMON AREA ROADWAY

2.1 Single-Family Residence. No Lot shall be used for any purpose other than as a single-family residence, which may include an accessory dwelling if permitted by law and applicable Town regulations, and "home occupations" as defined and permitted in the Town of Nottingham Zoning and Planning ordinances may exist on the Lots in provided they occur in conformance with all applicable land use regulations of the Town of Nottingham, New Hampshire (the "Town").

2.2 Roadway: Each owner of said Lots, and their invitees and guests, including utility services, delivery drivers, and others duly authorized, have an easement over the said Fernald Drive to gain access to and egress from the streets and ways of the Town of Nottingham to the Lots referred to herein, which easements shall be *in rem* and run with the land. Use of the roadway is limited to the purposes set forth in this Declaration.

2.3 Further Subdivision: The Declarant reserves for itself, or its heirs, successors or assigns, the right to further subdivide any parcel subject to the terms of this Declaration. Any further subdivision shall be accomplished only in accordance with the Zoning Ordinance and Land Use Regulations of the Town of Nottingham as may then be in affect. In the event of further subdivision, any and all lots that are further subdivided shall be subject to the terms and conditions of this Declaration and the Bylaws of the Association recorded herewith. Upon such further subdivision, any enlargement of the roadway shall require either (a) the full consent of all members of the Association who shall then all continue share in the costs and expenses to maintain the roadway as it may be enlarged, or (b) a "sub-association" shall be formed wherein the owners of record of lots drawing frontage from the new roadway shall be solely responsible for the costs associated with the new roadway while simultaneously sharing, on a pro-rata basis, the costs of maintaining the initial Fernald Drive roadway. If as a condition of further subdivision approval the roadway must be brought up to town road standards under Article 15 of the Town Subdivision Regulations, all costs associated with such upgrade shall be borne by the party or parties seeking to enlarge the subdivision, unless the Members of the Association unanimously vote to share in such expense of upgrading the roadway to Town standards.

3. ASSOCIATION OF HOMEOWNERS.

3.1 Mandatory Membership: Declarant has established a not-for-profit corporation named "Fernald Drive Homeowners Association" (hereafter the "Association") to own the said Lot 4-2-3 upon which Fernald Drive is situated. The owners of record of each of the Lots, either presently established or as may be further subdivided and established in the future, shall automatically become members of the Association and subject to the terms of this instrument, the Bylaws of the Association, and any rules and regulations promulgated thereunder. There shall be no other members in the Association other than the owners of the said Lots.

3.2 Responsibility of Association. The Association shall have the responsibility of administering the roadway and ownership of the common area improvements, to wit the roadway and any drainage systems as may be necessary for the proper operation of the roadway, establishing the means and methods of collecting the assessments for common area maintenance and expenses, including but not limited to maintaining, plowing and sanding the roadway (unless or until the Roadway becomes a public highway under RSA 229:1 if or when the Association or any member or members thereof improves the said road to applicable Town standards for public

ways set forth in Article 15 of the Town of Nottingham Subdivision Regulations as may then be in affect), maintaining all drainage systems, vegetation and other essential elements of the roadway to ensure its suitability for access to and egress from the Lots to the streets and ways of the State of New Hampshire. The Bylaws of the Association shall be recorded herewith in the Rockingham County Registry of Deeds, or as may be amended by the Association from time to time.

3.3 **Binding Terms:** All present or future Lot owners, as well as the tenants and occupants of any of said Lots, are subject to the provisions of this Declaration, as the same may be amended from time to time, as well as any and all Bylaws and amendments thereto of the Association, and any and all rules promulgated by the Association (all together the Declaration, Bylaws and Rules). The acceptance of any conveyance of, or the entering into occupancy of, any Lot shall constitute an agreement that the provisions of this Declaration, Bylaws and Rules, as they may be lawfully adopted from time to time, are accepted and ratified by such Lot owner (including tenants and occupants), 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 Lots, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

3.4 **Fees:** Each Lot owner shall pay the monthly fee set by the Association (the "Monthly Fee") as provided in the Bylaws. Failure to pay the Monthly Fee shall be grounds for an action by the Association to recover sums due, for damages or for injunctive relief. The Association shall be entitled to place a lien on any Lot for non-payment of the Monthly Fee. All such actions in law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in the Bylaws.

3.5 **Perpetual Duration/Termination:** The Association shall have perpetual existence so long as the roadway is a private road. The Association, and this instrument, shall automatically terminate upon the Town of Nottingham voting to accept dedication of Fernald Drive as a public way if or when the Association completes such improvements to the roadway, to include paving, in conformance with the then-existing public road standards of the Town, such termination to be consummated when Lot 4-2-3 upon which the roadway is situated is deeded to the Town. Thereafter the Board of Directors shall complete the winding up of the affairs of the Association, including refunding to the members of the Association any surplus funds held in the Association's account to the eligible Lot owners.

4. EASEMENTS, THE ROADWAY, DRAINAGE AND DETENTION PONDS.

4.1 Slopes/Embankments/Drainage/Title to the Roadway:

(i) Declarant establishes and reserves for itself and its heirs, successors and assigns perpetual access, drainage, maintenance, slope, grading, landscaping and utility easements over and upon the said Lot 4-2-3 as shown on the above-referenced Plan and as shown on Sheet 11 of 17 of the subdivision plan set entitled "Overview Grading and Drainage Plan, Land of James S. Fernald Revocable Trust & Linda R. Fernald Revocable Trust, Deerfield Road, Nottingham, N.H., Tax Map 52, Lot 4-2" prepared by Berry Surveying & Engineering dated _____, 2022; said plan shall be maintained in the office of the Town of Nottingham Planning Department (hereafter the "Roadway Plan"). Declarant retains the right to create slopes, embankments, landscaping and drainage in and upon Lot 4-2-3 or any other lot in the subdivision as shown on said Plan and/or as required by the Town, and the right to convey easements for said access, slopes, embankments, and drainage areas to the Town and the right to convey the Roadway and the associated right-of-way as shown on the Plan as "Fernald Drive" ("Roadway") to be owned by the Association unless and until said Roadway is accepted as a public way under RSA 229:1. Such easements may be created on any Lot with the signature of the Declarant only, without the signature of the owner thereof. All deeds for Lots from the Declarant shall specifically reserve to the Declarant, its transferees and assigns, including the Association and/or the Town, easements as shown on the Roadway Plan, but failure to so describe the easements does not affect the validity, existence or enforceability of the easements herein declared and reserved.

(ii) Each Lot conveyed by the Declarant shall have the right of ingress and egress over the Roadway to the extent necessary for access to the Lot. No Lot owner

(except the Declarant prior to conveyance of the Lots) shall have fee title to the Roadway; title shall be vested in the Association as set forth above, unless and until the Association shall convey Lot 4-2-3 to the Town as a public way.

(iii) Further, each lot shall have an easement for the construction, maintenance, operation and repair of above ground and/or underground utility services upon and across Lot 4-2-3 to benefit any lot drawing frontage from the said Fernald Drive, including lots as may be further subdivided in the future, for the benefit of the residential houses and any other structures built upon the said lots. Such utilities may include, but not be limited to, water, sewer, electricity, telephone, cable television, or any other electronic or digital technology or other public utility as is commonly used in residential structures. Any such utility or utilities may be located and constructed within the lot area of Lot 4-2-3 as may be necessary to provide such utilities to the lots, provided that no such activity shall negatively affect the rights of any other lot owner in the subdivision. The cost of the installation, maintenance and repair of such utility or utilities shall be borne by the party that installs such utility or utilities, except in the event that more than one of the parcels subject to the terms hereof are serviced by such utility or utilities, then the cost shall be borne on a pro-rata basis by each lot owner benefited by such utility or utilities. License is hereby granted to any utility service provider, technician, tradesman, contractor or subcontractor to enter upon the three (3) above-referenced lots, or any future lot as may be further subdivided from the Lots subject to this Declaration, for the purpose of installing, maintaining, repairing or replacing said utility or utilities. In all events, the party completing the installation, maintenance or repair of such utility or utilities within the area subject to this easement shall restore, or cause to be restored, such area to its original condition.

(iv) Further reference is made to Sheets 12-17 of the subdivision plan set for further details on the construction of the Roadway and drainage system for said Roadway, which sheets shall be maintained in the office of the Town of Nottingham Planning Department. The Association shall likewise maintain a full set of the subdivision plans, to include Sheets 11-17 thereof, for further reference by the Association to the details of said roadway and drainage system for future maintenance and repair thereof.

(v) No Lot owner shall install in-ground irrigation systems in any portion of any the Roadway abutting their Lot, in the Roadway shoulders, in any drainage area(s) shown on the Plans. Likewise, no gate, bar, speed bump or other impediment to safe and efficient travel upon the Roadway shall be installed by any Lot owner; such actions may only be undertaken by the Association upon the vote of the Board of Directors.

4.2 Roadway Maintenance: Unless and until the Roadway becomes a public way, the following applies:

(i) Responsibility for the maintenance, repair, plowing, and control of the Roadway shall be that of the Association as may be designated or conveyed by the Declarant.

(ii) The Association shall be responsible for maintaining the Roadway to such specifications necessary to insure vehicular access for motor vehicles, including utility and emergency vehicles, in a good and passable condition, to include, but specifically not be limited to, road plowing, salting or sanding, seal coating or overlaying the road surface when necessary, maintaining vegetation in the road right of way, including the cul-de-sac, to prevent degradation to the pavement and drainage systems, restoring the edges and slopes whenever degraded by weather or other causes, cutting the vegetation along the Roadway and within the cul-de-sac to prevent excessive growth and degradation to the Roadway and its underlying materials, and to otherwise preserve and maintain the Roadway in a safe and effective manner.

(iii) Each Lot owner assumes responsibility for transporting any children residing in any home located upon the Lot to the nearest existing regular school bus stop.

(iv) The Association shall hereby have and retain access easements to Lots in the Subdivision for the purpose of constructing, maintaining, repairing and replacing any

shown on the Plan. The Association shall indemnify and hold harmless any Lot owners with respect to any claims arising from work done to construct or maintain such areas.

(v) The Members of the Association are advised that the Town shall have no responsibility for right of way maintenance including, but not limited to, landscaping, snow plowing or snow removal, nor liability for any damages resulting from the use of the road, which obligations shall remain those of the Association unless and until Fernald Drive becomes a public way. Further, the Members of the Association do hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining the road, which is a private the road as provided in the Nottingham Subdivision Regulations Article 15.4 "Private Roads," from any claim of any nature, whether in tort or otherwise, which the Declarant, Association or any Lot owner may have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including, but not limited to, police, fire and ambulance services, arising out of the use or condition of the road prior to Town acceptance of the road as public the road; and

5. GENERAL PROVISIONS.

5. Full Force and Effect. All of the foregoing covenants, conditions, easements, reservations, and restrictions shall continue and remain in full force and effect at all times against the owner of any Lot encumbered by this Declaration regardless of how title was acquired for a period of ninety-nine (99) years from the date of the recording of this Declaration, after which time said Covenants will be automatically extended for successive periods of ninety-nine (99) years unless otherwise terminated in accordance with the terms hereof or as required by law.

5.2 Entry by Declarant. Declarant, as long as it owns an interest in any Lot encumbered by this Declaration or remains obligated for any development work, reserves the right to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by this Declaration for the purpose of carrying out and completing the development of the Subdivision, as well as to abate, remove or correct any violations of this Declaration, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong. However, the provisions of this paragraph shall not be deemed to obligate Declarant to, in fact, take such action once it has turned over authority or responsibility for enforcement of this Declaration to a successor subdivider/developer or to the Association.

5.3 Control by Declarant. The Declarant reserves the right to appoint and remove some or all of the officers of the Association or its Board of Directors, or both, and to exercise powers and responsibilities otherwise assigned by this Declaration, the By-Laws, the Board of Directors, and/or its Officers. This reserved right of control shall continue until the final Lot is conveyed by the Declarant. In addition, this Declaration may be amended by the Declarant without consent of any other party so long as Declarant owns one (1) or more Lots in the Subdivision.

5.4 Penalties. Declarant, or the Association upon transfer by the Declarant of the enforcement rights to the Association, shall have the right, in addition to any other applicable remedies legally available, to assess a penalty in the amount of twenty-five dollars (\$25.00) per day for the violation or breach of any of the terms of the covenants, conditions, reservations or restrictions of this Declaration upon failure of a Lot owner to cure such violation after notice to the violator is given as required herein, or if not otherwise set forth, within thirty (30) days of such violation, Declarant or the Association shall have the right to increase the daily penalty to fifty dollars (\$50.00) for each day over thirty (30) days the violation persists.

5.5 Invalidation. Invalidation of any one of the terms of this Declaration by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5.6 Conflicts. This Declaration shall be read in conjunction with all other recorded documents affecting the Subdivision including recorded plans. In the event of a conflict between this Declaration and any other recorded documents affecting use of the Lots or Subdivision property, the more restrictive provision shall govern the use or activity on the Lot or Lots in the Subdivision.

5.7 Incorporation in Deeds. Failure to specifically refer to and include or incorporate this Declaration in deeds to any Lot shall not in any manner affect the validity and

effectiveness of this Declaration upon any Lot made subject to them and each Lot shall be encumbered by this Declaration even if there is no reference to the same in a deed for a Lot, whether from the Declarant or from a subsequent Lot owner.

5.8 Notice. Any notice provided for in this Declaration shall be served by being delivered in hand to the dwelling on any Lot, or to such other address or location as a Lot owner may have specified in writing to Declarant or to the Association. Such notice shall also be deemed delivered if properly addressed and sent by first class mail, except in a case where the penalty assessment provisions of this Declaration may be invoked for failure to comply in which case such notice shall be sent by certified mail, return receipt requested, and shall be deemed received upon signing of the receipt or five (5) days after the first notice of attempt to deliver certified mail.

5.9 Compliance. At the time of conveyance of each deed of transfer of title to any Lot, the deed shall include language binding the grantees to the terms of this Declaration and related Bylaws of the Association.

5.10 Successor Declarant: The Declarant does hereby reserve the right to convey its rights and reservations made herein to a successor in the event the Declarant still owns one or more Lots and conveys its remaining right, title and interest in the Subdivision to a successor developer.

5.11 Amendment: Town Approval Required: This Declaration may be amended by a two-thirds (2/3) vote of the qualified members of the Association (subject to subsection (c) above during the Declarant's period of control). Any amendment must be recorded at the Rockingham County Registry of Deeds. In no event may any amendment deviate from the private road standards of Article 15 of the Town of Nottingham Subdivision Regulations as may then be in affect. If not so recorded, the amendment or repeal shall be of no force and effect.

Executed this the 04th day of JANUARY, ~~2022~~ 2023

DECLARANT:

James S. Fernald Revocable Trust

Linda R. Fernald Revocable Trust

James S. Fernald TEE

Linda R. Fernald TEE

By: James S. Fernald, Trustee

By: Linda R. Fernald, Trustee

STATE OF ~~NEW HAMPSHIRE~~ ARIZONA
COUNTY OF ~~STRAFFORD, ss.~~ Pima

Personally appeared the above named James S. Fernald, as Trustee of the James S. Fernald Revocable Trust and Linda R. Fernald, as Trustee of the Linda R. Fernald Revocable Trust, known to me or satisfactorily proven to be the persons whose names are subscribed above, who acknowledged that they executed the within of their own free act and deed for the purposes therein contained. Before me,

Dated: 01/04/2023

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Notary Public/Justice of the Peace

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