

EASTMAN COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS & RESTRICTIONS

Recorded Sullivan County Registry of Deeds, Volume 947, Page 010
Recorded Grafton County Registry of Deeds, Volume 1926, Page 471

INCLUDES AMENDMENTS OF:

DECEMBER 28, 1991
SEPTEMBER 5, 1992
SEPTEMBER 4, 1993
JANUARY 6, 1996
JULY 11, 1998
JULY 16, 1999
SEPTEMBER 17, 1999
JANUARY 20, 2001
JANUARY 03, 2004
JULY 19, 2005
SEPTEMBER 19, 2005
JANUARY 25, 2006
JUNE 16, 2007
JUNE 22, 2008
SEPTEMBER 6, 2008
SEPTEMBER 12, 2009
FEBRUARY 17, 2010
SEPTEMBER 21, 2010
JANUARY 15, 2011
SEPTEMBER 18, 2012
JANUARY 21, 2013
April 16, 2016

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EASTMAN

DECLARATION OF COVENANTS AND RESTRICTIONS
RESTATEMENT AND AMENDMENT

DECLARATION made this 31st day of August 1991 by Eastman Community Association ("Association"), a New Hampshire corporation having an office at Grantham, New Hampshire,

WITNESSETH:

WHEREAS, the Association is a corporation organized by the Controlled Environment Corporation ("CEC") in accordance with the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire by Articles of Agreement filed with the Secretary of State on July 28, 1971; and

WHEREAS, CEC has subjected certain real property located in Grantham, Enfield and Springfield, NH to covenants, restrictions, easements, assessments, charges and liens set forth in a Declaration of Covenants and Restrictions ("Original Declaration") dated July 27, 1971 and recorded by CEC with the Registry of Deeds in Sullivan County on August 23, 1971 (Book 498, Pages 121-38), with amendments recorded on August 15, 1978 (Book 616, Page 4), August 28, 1984 (Book 765, Pages 191-93), April 19, 1985 (Book 775, Pages 568-69), December 23, 1987 (Book 837, Pages 164-70) and January 3, 1989 (Book 872, Pages 787-90); and

WHEREAS, CEC thereafter from time to time subjected certain additional real property located in Grantham, Springfield and Enfield, NH, to Supplementary Declarations of Covenants and Restrictions ("Supplementary Declarations") recorded with the Registries of Deeds in Sullivan and Grafton Counties, as appropriate, which Supplementary Declarations incorporate by reference the terms of the Original Declaration and its amendments and are identified in Appendix A hereto; and WHEREAS, the Original Declaration provides (Article XV) that after August 23, 1991 amendments thereto and to any Supplementary Declaration need not be ratified by CEC but may be adopted by the Association Council, ratified by the Association Board of Directors with notice to the members of the Association and recorded in the Registry of Deeds in the appropriate county or counties; and

WHEREAS, the Original Declaration recites that CEC desires to (a) construct or cause to be constructed on the Properties conveyed to the Association a planned residential and recreational community with permanent parks, open spaces and other common facilities for the benefit of such community and the health, safety and social welfare of the Owners of the Lots and Condominium Units located within such community, (b) provide for the preservation, maintenance and improvement of said parks, open spaces and common facilities, and (c) develop such real property so that all the buildings and other structures thereon shall be harmoniously designed, landscaped and located; and

WHEREAS, the Association desires to and hereby does reaffirm and adopt as its own the objectives described in the paragraph immediately preceding and also desires to take such steps as

may be necessary and appropriate to maintain the ecology, health and natural beauty of Anderson, Eastman and Mill Ponds and their borders;

NOW THEREFORE, and in order to implement the foregoing objectives, the Association declares that the real property described in Article III hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (hereinafter called collectively "Declaration of Covenants and Restrictions" or "Declaration") hereinafter set forth.

ARTICLE I.

This Declaration restates, amends and replaces the Original Declaration of Covenants and Restrictions dated July 27, 1971 and recorded August 23, 1971, all amendments thereto and those Supplementary Declarations listed in Appendix A hereto.

ARTICLE II. Definitions

The following words and terms when used in this Declaration or any Supplementary Declaration shall have the following meanings:

Amenity – A common recreational facility or activity designed to enhance the social welfare and enjoyment of Owners. (Added 1/20/01)

Association - Eastman Community Association.

Association Land - Land devoted to the social welfare, use and enjoyment of Owners of the Properties and designated "Association Land" in such deed or deeds, or so designated on a recorded subdivision map of the Properties. The term "Association Land" shall not extend to or include any land designated as such on any map, whether or not recorded or filed, until actually conveyed to the Association.

Board - The Board of Directors of the Association.

Committee - The Environmental Control Committee.

Condominium Unit - Any building or portion of a building situated upon the Properties and designed and intended for use and occupancy as a residence by a single family other than a single family residence when it is the only residence on the Lot where it is located.

Consumer Price Index (CPI) - U.S. Department of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84=100). (Added 9/4/93)

Controlled Environment Corporation ("CEC") Land - Land designated on any recorded subdivision map of the Properties as being reserved by CEC, and which has not been subjected to the Original Declaration, this Declaration or any Supplementary Declaration.

Council - The Association Council consisting of the elected representatives of the several Special Places.

Director - A member of the Board of Directors of the Association.

Fiscal Year – April 1 through March 31. (Added 9/17/99)

Lot - Any separately defined parcel of land shown on any recorded subdivision map of the Properties except those designated as Association Land, Special Place Reserved Land, or CEC land.

Member - A member of the Association.

Owner - The record Owner, excluding the Association but including the spouse of the record owner and whether one (1) or more persons or entities, of any Lot or Condominium Unit within the Properties. In the case of a legal life estate, the life tenant shall be deemed to be the Owner, and in the case of a determinable fee, the holder of the fee shall be deemed to be the Owner. In the case of property owned in trust or by a corporation, the trustee or corporation, by a duly authorized officer thereof, shall file with the Association a certificate designating the person or persons who shall be permitted to exercise the rights of ownership for purposes of this Declaration. In the case of a sale of a Lot or Condominium Unit pursuant to an installment sale contract calling for a transfer of title only upon the payment of the final installment of the purchase price, the contract purchaser shall be deemed an Owner so long as such contract is not in default. No mortgagee shall be deemed an Owner until such mortgagee has acquired title to a Lot or Condominium Unit pursuant to a foreclosure sale or proceeding in lieu thereof. (ECA exclusion added 9/5/92)

Properties - All the real property at any time subject to the Original Declaration (as amended), this Declaration or any Supplementary Declaration.

Special Place - Land comprising a part of the Properties and shown as a "Special Place" on a subdivision map recorded in the appropriate Registry of Deeds. Special Places so shown may be enlarged if additional land is made subject to this Declaration.

Special Place Association - The Owners of Lots or Condominium Units located in a Special Place. There shall be as many Special Place Associations as there are Special Places located on the Properties.

Special Place Reserved Land - Land devoted to the social welfare, use and enjoyment of the Owners of the Special Place within which such land is located and which has been actually conveyed to the Association by one or more deeds and designated "Special Place Reserved Land" in such deed or deeds, or so designated on a recorded subdivision map of the Properties.

Voting Rights – For purposes of voting, the terms Members(s) and Owner(s) are interchangeable, the intent being to ensure only one vote for each assessable property. (Added 7/16/99)

ARTICLE III.

Description of Property.

3.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this and the Original Declaration is located in Grantham, Springfield and Enfield, New Hampshire, and is more particularly described in Appendix B hereto.

3.2 Certain property within the area described in Appendix B has been subjected to restrictions additional to those set forth in this and the Original Declaration, viz:

- (a) Condominiums, by various Declarations of Condominium listed in Appendix C hereto; and
- (b) Multiple Use Land, as more particularly described in Supplementary Declaration of Covenants and Restrictions dated June 29, 1979 and recorded by CEC with the Registry of Deeds in Sullivan County on July 20, 1979 (Book 641, Pages 269-93.)
- (c) Open Space Grants, which convey to the Association property rights on certain designated Lots. Open Space Grants are and will remain in effect as long as the plot plan recorded at the County Registry of Deeds depicts the grant, regardless of whether the original purchaser from CEC signed or recorded the grant. (Added 9/5/92)

In addition, many lots within the area described in Appendix B have been conveyed to Owners by deeds subject to additional restrictions contained in Golf Rough Easements.

3.3 The Association, with the approval of two-thirds of the Council, shall have the right from time to time to subject additional property to this Declaration by recording in the Registry of Deeds of the county in which such additional property is situated, in whole or in part, a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the Covenants and Restrictions of this Declaration to such property.

3.4 Any such Supplementary Declaration may contain such additions to or modifications of the Covenants and Restrictions set forth in this Declaration as may be deemed by the Association advisable to reflect the different character of the added property or the improvements thereon, provided:

- (a) any property to which the Covenants and Restrictions shall be extended and the Owners thereof shall become subject to assessment for a just share of Association expenses and
- (b) no such Supplementary Declaration shall revoke, alter or amend the Covenants and Restrictions set forth in this Declaration with respect to the property subject thereto.

ARTICLE IV. Special Place Associations.

4.1 There shall be one (1) Special Place Association for each Special Place within the Properties.

4.2 Special Places shall be created by an affirmative vote of the Council when and if any additional property is added to the Properties. Additionally, the Council by a two-thirds vote of the members present and voting (*Revised 09/12/09*) may dissolve, combine or rename Special Places upon petition of 100% of the Council members of the Special Place(s) which would be affected by such change. No change shall be approved which would deprive Owners of Council representation in accordance with paragraph 6.1.

4.3 Each Special Place Association shall be organized to promote the health, safety and social welfare of its members, to elect representatives to the Council, and to determine the manner in which the Special Place Reserved Land located within its bounds shall be used, enjoyed and improved, and make and enforce rules and regulations with respect thereto; provided that such

reserved areas shall be devoted exclusively to non-commercial uses in furtherance of the purposes of the Special Place Association.

4.4 Each Special Place Association shall have an annual meeting at which it elects officers and representatives to the Council for terms of office to be determined by the Special Place. Each Special Place Association may also elect at its annual meeting one or more alternates for representatives who are unable to attend a Council meeting. (Added 01/03/04) Such other meetings may be held as the membership considers necessary.

4.5 Immediately following any meeting at which an elections is held, the Chair of the Special Place shall, in writing, notify the Secretary of the Council of the name and address of each newly elected officer, representative, and alternate (Added 01/03/04) and the duration of each term of office.

4.6 Each Owner shall automatically be a member of the Special Place Association of the Special Place in which he or she owns a Lot or Condominium Unit.

4.7 Each Owner shall have one (1) vote for each Lot or Condominium Unit owned by him or her, subject to the provisions of paragraph 4.8 (Revised 2/16/10).

4.8 The voting rights of an Owner of a Lot or Condominium Unit other than a natural person or persons, shall be exercised only by a person named in a certificate signed by an officer or partner of the entity and filed with the chairperson of the Special Place Association of which the entity is a member. Any such certificate shall be valid until revoked or superseded by a subsequent certificate, or until the entity ceases to be a member of the Special Place Association.

4.9 If more than one (1) person shall be the Owner of a Lot or Condominium Unit, all such persons shall have the right to attend all meetings of the Special Place Association of which they are members, but all those present at any such meeting must act unanimously in order to cast the vote to which they are entitled.

4.10 Members of each Special Place Association shall have the right to vote on the following matters: (the words "and no others" deleted on 7/16/99)

- (a) the election of representatives and alternate representatives (Revised 2/16/10) to the Council from the Special Place of which they are members;
- (b) all matters affecting the conduct of the affairs of the Special Place Association of which they are members; and
- (c) all matters affecting the conduct of the affairs of the Association, in the form of recommendations to the appropriate bodies.

4.11 As a prerequisite for the seating of elected Council representatives, each Special Place Association shall adopt and maintain a set of bylaws for the conduct of its affairs. Such bylaws shall be reviewed by the Special Place Association at intervals not to exceed three years. (Added 2/16/10)

ARTICLE V.
Membership and Voting Rights in the Association.

5.1 Each Owner shall automatically be a Member of the Association.

5.2 Each Owner shall have the following voting rights:

- (a) on those matters specified in paragraph 4.8 related to their own Special Place.
- (b) election of members of the Board. Only one vote may be cast for each assessable property and each vote shall have equal weight. Voting by proxy shall not be permitted. (Revised 7/16/99)

5.3 Owners representing at least 250 assessable properties may present a petition to the Board requiring a non-binding referendum on an action or proposal to be taken by or on behalf of the Association. Petitions must be signed by the presenting Owners. (Added 1/20/01)

ARTICLE VI.
The Association Council.

6.1 The Council shall consist of Members who represent the Special Place in which they are Owners. Special Place representation shall be apportioned as follows:

- (a) There shall be one representative for each eighteen (18) (or major fraction thereof) assessed Lots and Condominium Units within the Special Place.
- (b) Notwithstanding the above, each Special Place shall be entitled to at least one representative.
- (c) The apportionment of Council representation shall be reviewed, at intervals of not less than four years, to determine the then-current number of assessed Lots and Condominium Units in each Special Place. Adjustments, if any, shall be effected following the next Annual Meeting of the Council but no later than December 31st of that year. (Revised 09/21/10)

6.2 The Council shall:

- (a) have the right to remove members of the Board as hereinafter provided; (Revised 7/16/99)
- (b) have the right, by the vote of two-thirds (2/3) of the members present and voting, (Revised 09/12/09) to propose to the Board, pursuant to Article XV, amendments to this Declaration and any Supplementary Declaration made pursuant hereto;
- (c) have the right, by the vote of two-thirds (2/3) of the members present and voting, (Revised 09/12/09), to propose to the Board special assessments;
- (d) consider and make recommendations to the Board for the benefit of the Properties and the health, safety and social welfare of the Owners thereof; and
- (e) through its Chairman, appoint a Finance and Budget Committee consisting of seven (7) Owners plus the Treasurer of the Association (ex-officio and non-voting). The duties of this Committee shall be to prepare and present to the Board annual operating and capital expenditure budgets for the Association; to make recommendations to the Council for special assessments as provided for in Article 8.5; to periodically review and monitor the financial operations of the Association, including expenditures from the Funds as provided for in Article 8.6; and to perform such other duties as may be assigned to it by the Council Chairman. (Added 9/4/93)
- (f) adopt bylaws for the conduct of its affairs.

(g) have the right to conduct ongoing oversight of Special Place governance to ensure that the obligations of Special Place leadership as set forth in Article IV hereof are being met and the membership is fairly served (Added 2/16/10).

6.3 Except as otherwise provided herein, all action of the Council shall be by a majority of members present and voting. *(Revised 09/12/09)*

6.4 Sixty (60) percent of the members of the Council shall constitute a quorum for all purposes. *(Revised 09/12/09)*

6.5 The officers of the Council shall be elected for two (2) year terms by the Council and shall consist of a Chairman, Vice Chairman and Secretary. The officers, together with two (2) other Council members appointed by the Chairman, shall comprise an Executive Committee. (Added 9/4/93)

ARTICLE VII. Board of Directors.

7.1 The Association shall have nine (9) Directors, all of whom shall be Owners.

7.2 Three (3) Directors shall be elected by the Owners, concurrent with each annual meeting of the Council, for terms of three (3) years. In addition, any unexpired terms shall be filled at that time. These elections shall be governed by procedures, including provisions for absentee balloting, adopted by the Council. No Director shall serve more than two (2) consecutive three (3) year terms. No Director shall serve simultaneously as a member of the Council. *(Revised 7/16/99)*

7.3 If the office of any Director becomes vacant, the Council shall by a majority vote of the members present and voting *(Revised 09/12/09)* elect at its next regular meeting, or at a special meeting called for that purpose, a Director to serve until the next annual election of directors by the Owners. *(Revised 7/16/99)*

7.4 Directors shall take office at the first meeting of the Board following their election.

7.5 Any Director may be removed, with or without cause, by the vote of two-thirds (2/3) of the members of the Council present and voting *(Revised 09/12/09)*. This vote may take place at its annual meeting, at any regular meeting, or at any special meeting provided that a petition for a special meeting, signed by at least one-third (1/3) of the Council members, is presented to the Council Chairman at least thirty (30) days before the date of such meeting and written notice is sent to all Council members not less than twenty (20) days before the annual, regular or special meeting that the request to remove said Director is to be on the agenda of that meeting.

7.6 The Board shall take all such measures as may be necessary to:

- (a) restrict the use of Association Land and Special Place Reserved Land to uses devoted to the health, safety and social welfare of the persons entitled to the use thereof;
- (b) provide for the maintenance of those portions of such land as may require maintenance;

- (c) obtain and at all times maintain in force public liability insurance in such amounts and coverages as may be reasonably adequate to protect the Association against claims for damages for death or personal injury or injury to property, arising or resulting from its ownership of the Association Land and Special Place Reserved Land;
- (d) keep all improvements from time to time existing on such land insured against loss by fire or other casualty, which insurance shall include the standard extended coverage endorsement and be in such amounts as may be necessary to prevent the Association becoming a co-insurer thereof; and
- (e) recover all amounts due the Association on account of any loss sustained by reason of any casualty, condemnation or otherwise.
- (f) adopt, publish, and enforce rules and regulations governing the use of the Association Land and the facilities thereon and the personal conduct thereon of the Members, their families and guests, and others;
- (g) determine the extent, if any, to which, and the conditions under which, use of Association Land by members of the public will be permitted;
- (h) take steps necessary to protect the Association's assets and insure its financial stability, including (i) adopting an annual budget, (ii) determining the amounts of the annual assessments for which provision is made in Article VIII, and (iii) causing an annual audit of the Association's books to be made by certified public accountants of its selection as of the end of each fiscal year; (the words "preparing and" before "adopting" on the third line were deleted on 9/4/93)
- (i) keep a complete record of all of its acts and affairs and detailed accounts of the Association's receipts and expenditures;
- (j) buy and sell property when deemed in the best interests of the Association;
- (k) enforce by legal means the provisions of this Declaration and any rules and regulations adopted by it;
- (l) appoint and remove at its pleasure a President, Vice President, Secretary and Treasurer who shall be officers of the Association and whose duties shall be as prescribed by the Board. The President and Vice President shall be members of the Board. The Secretary and Treasurer need not be members of the Board.
- (m) adopt bylaws for the conduct of its affairs; and
- (n) take such other action as it may deem necessary to further the purposes of this Declaration or to be in the best interests of this Association.

7.7 The Board shall have authority to:

- (a) ratify any special assessments and, pursuant to Article XV, any amendments to this Declaration or any Supplementary Declaration which may be proposed by the Council. If the Board shall fail to consider and vote on a special assessment or amendment proposed by the Council within sixty (60) days after written notice thereof is received by it, such proposal shall be deemed ratified by the Board;
- (b) adopt, publish and enforce a schedule of fines for violations of this Declaration or of any rules or regulations adopted pursuant to Articles 7.6 (f) or 10.5 (a) of this Declaration; and
- (c) accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges including those reserved to CEC by this or the Original Declaration.
- (d) designate as Association Land Lots owned by the Association (Added 12/28/91).
- (e) remove any lot designated as association land from such designation for the purpose of sale of such lot to the Owner of abutting property, provided however, that such lot shall be permanently annexed to and merged with the abutting property, and the transfer and

conveyance of such lot separate and apart from the abutting property shall be prohibited. This annexation and merger requirement shall be set forth in a restrictive covenant included in the deed to such lot and shall run with the land (Added 01/03/04).

- (f) approve changes to plot plans of Lots that relocate an Open Space Grant on a Lot or Lots for the convenience of an Owner. Any relocating of an Open Space Grant should normally result in the new grant area being at least as large as the original grant area and must be recorded at the County Registry of Deeds. (Added 9/5/92).
- (g) borrow money by the issuance of secured or unsecured notes, bonds, or other evidence of indebtedness under the following circumstances: (i) under a revolving line of credit to meet short term cash flow requirements, such borrowing to not add to any annual assessment, (ii) by a two-thirds vote of its members to meet a financial emergency where the amount does not exceed 15% of the prior year's cash operating expenses, such borrowing not to be used, directly or indirectly, to fund cash operating deficits, and (iii) in any other circumstances with the approval of two-thirds of the members of the Council present and voting (*Revised 09/12/09*). (Added 7/11/98).
- (h) close any amenity with the approval of two-thirds of the members of the Council present and voting (*Revised 09/12/09*). In reaching this judgment the Board may take into account, among other factors, the cost of preserving, maintaining, and/or improving the amenity and the extent of Owner usage it receives. (Added 1/20/01)

7.8 The Association shall indemnify every officer and Director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer or Director in connection with any action suit, or other proceeding (including settlement of any such action, suit, or proceeding if approved by the then Board) to which he may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or Director in the performance of his or her duties, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or Directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in this Article.

ARTICLE VIII. Assessments.

8.1 Each Owner, other than the Association, of any Lot or Condominium Unit within the Properties shall by the acceptance of title thereto, whether or not there shall be a reference to such covenant in the deed or other conveyance to such Owner, be deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments, to be fixed, established and collected from time to time as hereinafter provided.

8.2 Annual and special assessments made pursuant hereto, together with interest thereon, and all costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and continuing lien upon the property against which such assessment is made and shall also be the

personal obligation of the Owner of such property at the time the payment thereof shall become due. The lien upon the property against which such assessment is made shall commence on April 1st of the year for which the assessment is fixed, and shall be an encumbrance on such real property even though notice thereof is not recorded in the appropriate Registry of Deeds wherein the property is located, and shall continue to be an encumbrance on the realty until the assessment is paid in full. (Revised 9/17/99)

8.3 All assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and social welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Association Land and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

8.4 The amount of the annual assessment shall be fixed each year by the Board and shall be comprised of an Operating Assessment, Capital Assessment, a Retired Lot Adjustment, and, when necessary, a Debt Servicing Assessment.

- (a) The Operating Assessment supports the operating budget of the Association and shall be determined as set forth in this sub-paragraph. For any year, the percent change in the Operating Assessment shall not exceed the sum of the percent change in the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W) for the Northeast Region, as calculated for the twelve months ending October of the previous year, plus two (2) percentage points. The Operating Assessment for a vacant Lot shall be 71% of the Operating Assessment of a Condominium Unit or a Lot with a dwelling. For the purposes of this sub-paragraph, a Lot shall be considered to have a dwelling erected from commencement of construction. Any increase in the Operating Assessment beyond the figure determined as set forth above, shall require approval by a majority vote of the Council members present and voting and a majority of the Board. (Revised 09/18/12, 09/12/09, 08/27/05)
- (b) The Capital Assessment shall be equal to the replacement cost of capital assets divided by the service life as determined by Generally Accepted Accounting Principles (GAAP) and recorded in the Association's records divided by the number of Assessable Properties as of January 1 of the year to which the annual assessment applies. (Revised 7/19/2004)
- (c) A Retired Lot Adjustment equal to the annual operating assessment income lost as the result of combining Lots through annexation or the designation of Lots as Association Land since October 1, 1992, shall be prorated among all assessed Properties at the time the annual assessment is determined. Owners of multiple contiguous Lots which have been legally annexed to one another to create a single Lot shall be liable for only a single assessment for the combined Lot.
- (d) A Debt Servicing Assessment, when required by borrowing approved under the authority contained in the foregoing Sections 7.7(g) (ii) and (iii), shall be prorated among all assessable properties. The amount of this assessment shall be sufficient to fulfill the financial obligations contained in any borrowing agreements entered into pursuant to Sections 7.7(g) (ii) and (iii).

8.5 In addition to the annual assessments authorized by paragraph 8.4:

- (a) The Association, by a vote of two-thirds (2/3) of the members of the Council present and voting (Revised 09/12/09) and a majority vote of the Board may, during any year, levy one or more special assessments against (i) each Lot and Condominium Unit subject to assessment hereunder, or (ii) each unimproved Lot subject to assessment hereunder, or (iii) each Condominium Unit and improved Lot subject to assessment hereunder, to be used for those purposes set forth in Article 8.3, provided that no owner shall be required to make payments on account of special assessments during one (1) year in excess of \$403.00 increased or decreased for the change in the Consumer Price Index since September 1992 for each Lot or Condominium Unit owned (Revised 01/15/11).
- (b). At the time of transfer of title to any Lot or Condominium Unit, the new Owner shall pay the Association a Membership Fee of \$5,000 (effective 4/1/2009), in the case of a Condominium or a Lot containing a dwelling or an initial Membership Fee of \$1,000 in the case of a vacant Lot. If a dwelling is later erected on the vacant Lot, the Owner shall, upon commencement of construction, pay the Association an additional \$4,000, (effective 4/1/2009). (Revised 06-22-08) The foregoing fees shall not be applicable to property transfers (i) between spouses, (ii) by gift, will or intestate succession, (iii) by an Owner into a trust established by the Owner, (iv) from a trust to the trust's beneficiaries, (v) between Owners, or (vi) between an Owner and the Association (Revised 7/19/2004) or (vii) when a former Owner acquires title to any property in Eastman within six (6) months of that Owner's earlier transfer of title to previously owned Eastman property. For purposes of this Article 8.5(b), the date of acquisition and transfer shall be the date recited in the applicable deeds. (Revised 06-16-07)

8.6 The following provisions shall govern the use of monies collected by assessments provided for in paragraph 8.4 and 8.5:

- (a) Capital expenditures may be expended by the Board from the Capital Reserve Fund if the expenditure for such items does not exceed two percent (2%) of the revenues budgeted from the combined Operating and Capital Assessments.

Capital expenditures (with the exception of existing infrastructure [e.g. roads, drainage, bridges, etc.], equipment and vehicles, all of which the Board is authorized to expend and which capital expenditures are not subject to the limitations set forth herein and below), which exceed the above 2% limitation but are 25% or less of the budgeted revenues from the combined Operating and Capital Assessments, shall require approval by a majority of the Council members present and voting and a majority of the Board (Revised 09/12/09).

In the event that said capital expenditures, as stated above, exceed 25% of the budgeted revenues from the combined Operating and Capital Assessment, an affirmative Council vote of at least 55% of the members present and voting (Revised 2/16/10) and a majority vote of the Board shall be required to approve the said capital expenditure.

In any capital expenditure scenario, as stated above, where the purchase amount exceeds the above 2% limitation, and when it is impractical because of time constraints for the Council to act on a proposed capital expenditure at a regular or special meeting of the Council called for that purpose, the Council Chairman and the President of the Board may jointly convene an ad-hoc committee comprised of the Council Executive Committee, the Finance and

Budget Committee and the Board for the purpose of acting upon the proposal. A two-thirds vote of all members of the ad-hoc committee shall be required for approval. (Revised 01/25/06)

- (b) All monies collected from Capital Assessments and Membership Fees shall be deposited in a Capital Reserve Fund and shall be used solely for the replacement, restoration or renovation of existing capital assets or for the acquisition of new capital assets. Interest earned on monies in this Fund shall be credited to the balance of the Fund. The Finance and Budget Committee shall verify that all expenditures from this Fund are of a fixed (capital) nature and that the depreciation periods assigned to such assets are reasonable. (Revised 7/19/2004)
- (c) All monies collected that are not deposited in the Capital Reserve Fund shall be deposited in a General Fund and used for any purpose set forth in paragraph 8.3. (Revised 7/19/2004)
- (d) The Board may, with the approval of two-thirds (2/3) of the members of the Council present and voting (Revised 2/16.10), utilize funds in the Capital Reserve Fund to reduce the annual Capital Assessment. (Revised 7/19/2004)

8.7 Annual assessments for each year shall be fixed as promptly as practicable after December 1 of the previous year, and shall be payable either in full on April 1st of the year for which the assessment is fixed, or in installments on such due dates as the Board may specify and bearing an interest rate on the unpaid balances, such interest rate to be determined by the Board after consultation with the Finance and Budget Committee. Special assessments authorized by paragraph 8.5 hereof may be fixed at any time and shall be payable in full or in installments on such date or dates as the Board shall determine, bearing an interest rate on the unpaid balance, such interest rate to be determined by the Board after consultation with the Finance and Budget Committee. (Revised 01/21/13)

8.8 The Board, immediately after fixing the amount of the annual assessment or ratifying any special assessment voted by the Council, shall prepare a roster to include the following: all Lots and Condominium Units subject to assessment; the assessment applicable to each of them; the number of installments in which payable; and the due date on which each installment is payable. The roster shall be open to inspection by an Owner at reasonable times and places fixed by the Board.

The Association shall, upon demand, furnish to any Owner liable for any annual or special assessment a certificate in writing signed by an officer of the Association with the seal of the Association affixed thereto, setting forth whether said assessment has been paid and the amount of any unpaid assessment. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Written notice of each annual and special assessment and any interest thereon for which an Owner is liable shall be sent to that Owner at least (30) days before the due date thereof, but failure to send such a notice shall not invalidate such assessment, any interest due, the due date of such assessment and interest or remedy of the Association for the collection thereof. (Revised 01/21/13)

8.9 If any assessment or any installment of any assessment shall not be paid on the date when due, then such assessment or installment shall become delinquent and shall, together with interest thereon and all costs of collection thereof, as hereinafter provided, thereupon become a charge on

the realty and a continuing lien on the property against which assessed which shall bind such property in the hands of the then Owner, his or her successors and assigns. It shall also be the personal obligation of the Owner of such property at the time the assessment became due, and shall remain his or her personal obligation and shall not pass to his or her successors in title unless expressly assumed by them.

If any such assessment or installment is not paid within thirty (30) days after the delinquency date, the same shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum until paid, and the Association may bring any appropriate action or proceeding for the collection thereof against the Owner personally obligated to pay the same or to foreclose the lien against the property in the same manner by which a mortgage can be foreclosed pursuant to a statutory power of sale in accordance with RSA 479:25 as amended, and in either event, the Association shall be entitled to recover all its costs of collections including a reasonable attorney's fee.

8.10 The annual assessments herein provided for shall commence on the date fixed by the Board. The amount of the assessment which may be fixed for the balance of the first year shall be pro-rated on a daily basis. The same reduction in annual assessments and installments of special assessments shall apply to assessments against Lots and Condominium Units hereafter added to the Properties at any time other than the first day of a year.

8.11 The lien of the assessments provided for herein shall be subordinate and second in lien to the lien of any first mortgage placed upon a Lot and the improvements thereon, or a Condominium Unit and held by a bank, mortgage company, insurance company or federal savings and loan association ("First Mortgagee") or the successors and assigns of same; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot or Condominium Unit, or the vesting of title to such Lot or Condominium Unit in said First Mortgagee, pursuant to a foreclosure sale or other proceeding in lieu thereof. No such sale or transfer shall relieve a Lot or Condominium Unit or the Owner thereof from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

8.12 The lien for assessments provided for herein shall entitle the Association to the following relief: an Owner's failure to pay an assessment when that assessment is due shall be grounds for relief which may include without limiting the same, the recording of the lien in the appropriate registry of deeds, which lien shall become an encumbrance against the property, an action to recover any sums due for money damages, injunctive relief, foreclosure of lien for payment of all assessments, any other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association. In the event that the lien for the assessment is foreclosed, the foreclosure shall be in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages and such foreclosures shall be available without bringing suit to recover a money judgment. Any suit brought to recover a money judgment for unpaid assessments, which shall be brought in the name of the Association, shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE IX.

Rights In Association Land and Special Place Reserved Land.

9.1 Every Member shall have a right and easement of enjoyment in and to the Association Land and every member of each Special Place Association shall have a like easement in respect to the

Special Place Reserved Land within the Special Place in which he owns a Lot or Condominium Unit, which easement shall be appurtenant to and shall pass with the title to every Lot and Condominium Unit.

9.2 The rights and easements of enjoyment in the Association Land created hereby shall be subject to:

- (a) the right of the Association to borrow money for the purposes of the Association and in aid thereof to mortgage said properties;
- (b) the right of the Board to suspend such enjoyment rights of any Member for any period during which any assessment for which such Member is liable remains delinquent and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations relating to the use of the Association Land and the facilities thereon by the Member, his or her guests, any person residing with the Member or any tenant of any Member.
- (c) the right of the Association to dedicate, lease or transfer any part of the Association Land or any Special Place Reserved Land including roadways to any public agency, authority, or utility for such purposes and subject to such conditions as the Board shall deem wise and in the best interests of the Association and its Members;
- (d) the right of the Association to lease portions of the Association Land to private persons or entities, and to permit use of Association Land by members of the public, upon such terms and conditions as the Board shall deem wise and in the best interests of the Association and its Members; and
- (e) the right of the Association to charge reasonable admission and other fees for the use of the Association Land, and to take such steps as are reasonably necessary to protect such Land against foreclosure.

ARTICLE X.

Environmental Control Committee.

10.1 An Environmental Control Committee ("Committee") having seven (7) members and appointed by the Board from Owners shall have the authority to administer the provisions set forth in Articles XI and XII hereof. The Committee shall elect from among its members a Chairman and Vice-Chairman. (Added 01/06/96)

10.2 The Board may also appoint from Owners alternate members to the Committee. (revised 01/06/96) Whenever a regular member of the Committee is absent or disqualifies himself, the Chairman of the Committee may designate an alternate to act in the absent member's stead.

10.3 Any regular or alternate member of the Committee may be removed from the Committee by a vote of two thirds (2/3) of the Board.

10.4 All matters requiring Committee action shall be decided by a majority vote of the Committee. The Committee shall prepare and maintain records of its actions and proceedings, which records shall be available for inspection by any Owner at the office of the Association.

10.5 The Committee shall have authority to:

- (a) propose for adoption by the Board bylaws for the conduct of the affairs of the Committee and the implementation of Articles XI and XII of this Declaration and

(b) levy and collect fines based on a schedule of fines approved by the Board, for the violation of the Committee's bylaws or of this Declaration. All such fines shall be deemed an assessment against the violator and shall be enforceable in the manner provided for in Articles 8.2, 8.9, 8.12 and 9.2. (Last sentence added 9/4/93).

10.6 The Committee may, upon application in such form as it may require and subject to such conditions as it may deem necessary, grant permission to any Owner or Special Place to deviate from the restrictions of Article XI and XII where such deviation is consistent with the purposes of this Declaration and in furtherance of the orderly development of the Properties. (Added 9/5/92).

10.7 Any Owner aggrieved by a decision of the Committee, including a levy of fines, may appeal the decision to the Board who shall, if requested in writing by the Owner, conduct a hearing pursuant to procedures adopted by the Committee and ratified by the Board. The Board may affirm, reject or modify the Committee's decision. The Board's decision shall be final.

10.8 The Board may advance funds of the Association to the Committee to cover the expenses of the operations of the Committee.

ARTICLE XI. Environmental Control.

11.1 No structure or other improvement of any kind or description, including without limitation by the specification thereof, any building (including accessory buildings) or excavation for a building, trailer, tennis court, fence, hedge, windbreak, satellite dish, ground or roof mount solar panels (Amended 4/16/2016), swimming pool, patio, artistic or historic displays, sculpture or monument shall be constructed or moved onto any Lot or onto the Association Land or any Special Place Reserved Land without the prior written consent of the Committee.

11.2 No alteration to the exterior of any structure (including any alteration in the exterior color thereof) and no additions to any structure at any time existing on any Lot or on the Association Land or any Special Place Reserved Land shall be made without the prior written consent of the Committee.

11.3 As a condition to considering any application for permission to construct, alter or make additions to any structure or other improvements, the Committee shall have the right to require the applicant (including the Association and any Special Place Association) to deposit and leave on file with it any information relating to the proposed construction, alteration or addition which the Committee shall reasonably require including, without limitation, complete plans, specifications and lot plans therefor, showing the exterior design, height, building materials and exterior color thereof, the location of the proposed structure plotted horizontally and vertically, the location and plan of any sewage disposal system, the general plan of landscaping, the location and dimensions of any driveways, fencing, walls and windbreaks, any exterior lighting systems or fixtures, any antennas and the grading plan.

11.4 The Committee shall have the right to grant its permission for any such construction, alteration or addition on the condition that it be modified or changed in such manner as the Committee shall direct and in the event of any such modification or change to withhold its written consent until the applicant shall deposit with the Committee such plans, specifications and lot plans as the Committee shall request showing the proposed construction, alteration or addition, as finally approved.

11.5 Manufactured housing is not permitted. Manufactured Housing is defined as follows: Any structure, transportable in one or more sections, which, in traveling mode, is eight (8) body feet or more in width and forty (40) body feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be a dwelling unit with or without a permanent foundation when connected to utilities, which include plumbing, heating and electrical heating systems contained therein. Manufactured housing as defined herein shall not include presite built housing as defined in New Hampshire RSA Chapter 674:31-a.

11.6 Only single-family residences are permitted on Lots. Single-family residences are defined as follows: A single residential building containing one (1) dwelling unit designed for occupancy by not more than one (1) family. A dwelling unit consists of one (1) or more rooms arranged for use as a separate, independent housekeeping unit containing cooking, living, sleeping, and sanitary facilities. (revised 01/06/96)

11.7 No standing tree, dead or alive, having a diameter of four (4) inches or more at a point one (1) foot above the surrounding ground level, shall be cut or removed from the premises beyond twenty (20) feet of any structure or within five (5) feet of the side and rear property lines, except as approved under the conditions of the landscape plan submitted by the Owner and after written approval by the Committee, to the end that the character and beauty of the forest and its outstanding plants may be preserved and the density of the forest be maintained adequate to preserve the privacy of the adjacent Owners. (Revised 09/06/08)

11.8 The use of fertilizer, except lime and wood ash, and the removal of trees or vegetation, regardless of size, from the shoreland of Anderson Pond, Eastman Pond or Mill Pond shall be guided by the NH Shoreland Protection Act (RSA 483-B) and shall also require prior written consent of the Committee. (Fertilizer restriction added 9/5/92). (revised 01/06/96)

11.9 The exterior of all structures shall be maintained by the Owner in good repair and appearance and if any Owner fails to do so, the Committee by its agents or employees may, at its option, and on not less than ninety (90) days notice to the Owner, go upon the Lot and take such action as may be necessary to put the structures thereon in a state of good repair and appearance.

11.10 Each Owner of a Lot shall maintain the grounds thereof in a neat and attractive manner and upon the failure of the Owner so to do, the Committee, by its agents or employees, may, at the option of the Committee, and on not less than thirty (30) days notice to the Owner, enter upon the Lot as often as the Committee shall deem necessary and cut weeds, grass and other vegetation thereon, and remove fallen trees, shrubbery, rubbish and debris therefrom, or otherwise perform such maintenance as necessary to maintain the grounds neat and attractive. (revised 01/06/96)

11.11 The Owner of any Lot upon which the Committee shall perform services or supply materials pursuant to Articles 11.9 and 11.10 hereof shall, upon demand, pay to the Association the cost thereof with interest thereon to the date of payment at the rate of eighteen percent (18%) per annum, which costs and interest thereon and all costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the Owner and a charge and continuing lien upon all the Lots and Condominium Units of the Owner which shall be enforceable in the same manner as assessments levied hereunder.

11.12 Lots may be subdivided or combined only with the prior written consent of the Committee and of the Board and with the approval of the town in which the Lots are located, but in no event shall any subdivision increase the total number of Lots available for buildings.

11.13 The exterior of any structure defined as a dwelling unit and any other structure included in the original application and the site work on the Lot must be completed within eight (8) months of the initial clearing of the site unless an extension is approved by the Committee. Any subsequent accessory structure construction or alterations to an existing structure must be completed within four (4) months of the initiation of the project unless an extension is approved by the Committee. No structure which has been totally or partially destroyed by fire or otherwise damaged shall be allowed to remain in such state for more than eight (8) months from the time of such destruction. (revised 09-06-08)

ARTICLE XII. Use Restrictions.

12.1 The following restrictions are imposed upon each Lot for the benefit of every other Lot included in the Properties and may be enforced by the Committee or by the Board.

- (a) No business, commercial, manufacturing or industrial use shall be made of the Lots or Condominium Units at anytime, but professional and trade activities such as architecture, law, crafts or artistic work may be carried on within the dwelling provided:
 - 1. The building shall not be structurally erected or altered for this purpose so as to appear to be other than a dwelling, barn or garage.
 - 2. Signs shall conform to restrictions set by the Committee.
 - 3. No noise, odor, or disorderly appearance shall be created that is unreasonably offensive to the neighborhood.
 - 4. No use shall generate traffic in such quantity as to be objectionable or unusually obstructive to resident circulation.
- (b) Tanks for the storage of fuel maintained on any Lot shall be buried or enclosed;
- (c) No fowl or animals shall be kept on any Lot, except a reasonable number of household pets;
- (d) No garbage, rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any Lots unless placed in a closed container suitably located;
- (e) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Committee as above provided;
- (f) No sign of any kind shall be displayed on any Lot or structure or from the windows of any structure, except one painted sign not more than 200 square inches in size setting forth only the name and the profession, if any, of the Owner residing thereon, provided, however, that the Committee can approve such other signs as it deems necessary or desirable. The Committee or its agents shall have the right to enter upon any Lot to remove any sign which violates this provision.
- (g) No unregistered or inoperable motor vehicle or any motor vehicle lacking a valid state inspection sticker shall be moved onto or kept on any Lot in such manner as to be visible from any point on an adjacent Lot or the street. (The phrase "or any motor vehicle lacking a valid state inspection sticker" added 9/4/93)
- (h) No right of way for any kind of travel shall be granted or constructed across any Lot so as to provide access to another Lot or any other property, except rights of way granted to the

Association; as a further exception, the Committee may approve an application for an Owner of a Lot to grant a right of way to the Owner of an adjacent Lot.

- (i) No temporary house, house or travel trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.
- (j) Every Lot owner shall keep open and unobstructed and in good repair that part of any drainage ditch or swale that is located on his or her Lot.
- (k) No pier, wharf or dock shall be constructed on any Lot in such a manner that the structure extends into the water. Structures not inconsistent with this objective shall be permitted provided that prior written consent is obtained from the Committee, and subject to any rights of the Association obtained by an easement deed of the Owner.
- (l) No snowmobile or other off-highway recreational vehicle, other than those owned by the Association for maintenance or golf carts on the golf course, shall be operated on Association Land or Special Place Reserved Land.

ARTICLE XIII.

Reserved Easement and Rights.

13.1 ECA has reserved in all Lots, and all Lots shall be conveyed subject to, easements for all or any of the following uses and purposes:

- (a) Service boxes, wires and conduits, above or below ground, for the transmission of electricity, telephone messages, and other purposes and for necessary attachments in connection therewith;
- (b) Ditches, pipes, and culverts for surface water drainage, and sewer, water and gas mains and pipes;
- (c) The construction and maintenance of slopes and cuts in conjunction with roadways and pathways upon the Properties;
- (d) Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;
- (e) Cables, conduits, and wires above or below ground for community radio and television antenna services; and
- (f) Installing, replacing, repairing and servicing any of the foregoing.

13.2 ECA has reserved to itself the sole right to control and use the water in any streams or watercourses at any time flowing through any part of the Properties, and no Lot, Association Land or Special Place Reserved Land shall have any rights in such water, in any bed of any stream, or any other riparian rights. ECA also reserves to itself the sole right to take water from any lakes or ponds on the Properties, and no Lot, Association Land or Special Place Reserved Land shall have any right to take water from such lakes or ponds for any purpose.

13.3 ECA has reserved to itself, and all Lots, Association Land and Special Place Reserved Land shall be subject to, the right of ECA to raise or lower the level of the water in Eastman Pond, but no higher than 1120 feet above sea level, and in so doing to flow that part of any Lot, Association Land or Special Place Reserved Land that may be affected thereby. Such right to flow shall include the right to remove obstructions, accretions or deposits from any land so flowed by ECA or which it intends so to flow.

ARTICLE XIV.
Dedication, Roads, Etc.

14.1 Neither CEC nor the Association, in recording a subdivision map of any part of the Properties showing areas designated as Association Land or Special Place Reserved Land, or areas designated as "park", "playground" or the like, or showing roads, paths, trails or the like, intends to dedicate, and shall not be deemed to have dedicated, any interest in such areas or in such roads, paths, trails or the like to the general public. All such property shall remain the sole property of the Association to be used in accordance with the provisions of this Declaration or until otherwise disposed of by the Association.

14.2 The Association reserves to itself the right to dedicate the roads and bridges constructed on the Properties to the Towns of Grantham, Springfield, or Enfield or to such other governmental body as has jurisdiction to accept such dedication. The filing of a subdivision map of any part of the Properties shall not constitute a dedication of, or give the general public rights with respect to any roads and bridges shown on such map. The Association reserves the right, at any time before such dedication to change the location of any road or bridge shown on a recorded subdivision map of any part of the Properties so long as such change does not purport to change the boundary of any Lot owned by anyone other than the Association and does not impair any Owner's access to his or her Lot or Condominium Unit. Any such change shall be made by filing an amended subdivision map of the same part of the Properties.

ARTICLE XV.
Amendments.

The Covenants and Restrictions set forth herein or in any Supplemental Declaration hereto may be amended at any time by a vote of two-thirds (2/3) of the members of the Council present and voting (Revised 2/16/10) and ratified by a majority of the Board, provided no such amendment shall be effective unless written notice of the proposal thereof shall be sent to every Member at least forty-five (45) days in advance of the Council meeting at which the same is considered and an instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Registry of Deeds of each county in which this Declaration is recorded. (Revised 1/20/01)

ARTICLE XVI.
Miscellaneous.

16.1 The Covenants and Restrictions of the Original Declaration and of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplementary Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from August 23, 1971, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Condominium Units has been duly recorded agreeing to change said Covenants and Restrictions in whole or in part (for purposes of meeting the two-thirds (2/3) requirements, when Condominium Units are counted, the Lot or Lots upon which such Condominium Units are situated shall not be counted); provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective

date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any such action taken.

16.2 Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

16.3 Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.4 Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

16.5 The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

ARTICLE XVII.
Effective Date.

This Restated and Amended Declaration shall become effective on August 24, 1991.

EXECUTED this 31st day of August, 1991.

EASTMAN COMMUNITY ASSOCIATION

Scott Devereaux

BY: Thomas G. Wade

Witness

Its Secretary
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this 31st day of August 1991 by Thomas G. Wade, Secretary of EASTMAN COMMUNITY ASSOCIATION, a New Hampshire voluntary corporation, on behalf of said Association. Bernadette A. Loring Notary Public, My Commission Expires: March 31, 1998

Note: Includes amendments adopted 12/28/91, 9/5/92, 9/4/93, 1/6/96, 7/11/98, 7/16/99, 9/17/99, 1/20/01, 01/03/04, 6/28/04, 08/27/05, 01/20/06, 06/16-07/ 06, 06/22/08, 09/06/08 09/12/09, 2/16/10, 09/21/10, 01/15/11, 09/18/12 and 01/12/13