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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
EXETER ROSE FARM SUBDIVISION – AN OPEN SPACE DEVELOPMENT
AND
EXETER ROSE FARM SUBDIVISION HOMEOWNERS ASSOCIATION**

2. USE OF LOTS.

(a) **Residential Purpose.** No Lot shall be used for any purpose other than for residential purposes in conformance with all applicable land use regulations of the Town. All Lots shall be developed with single-family homes, excepting only those Lots designated as duplex or multi-family on the Subdivision Plan. Accessory dwellings may be constructed as permitted by applicable municipal and state regulations. No commercial business activity of any nature shall be carried on upon any of the Lots. Personal business activity shall be limited to the maintenance of a private office within the dwelling. No calling hours or regular business appointments shall be held or scheduled for any personal business conducted on the premises, and no signs shall be maintained indicating the presence of any business upon the premises, except as set forth in Section 7 hereof.

(b) **Affordable Housing Requirement.** Lot 1 (5 Units), Lot 40, Lot 41 and Lot 35 (2 Units), shall be subject to the affordable housing requirements of Section 7.7.1B of the Town Zoning Ordinance in effect as of the date of this Declaration (said lots, including any units located within referred to herein as the “Affordable Lots”), which includes, for convenience, the following restrictions:

(i) Seven of the Affordable Lots shall be sold at initial sale for a price that can be afforded by a household with an income not more than 120% of the median family income for the then current New Hampshire portion of the Portsmouth-Rochester NH-ME PMSA, as published by US Department of Housing and Urban Development (“HUD”);

(ii) Two of the Affordable Lots shall be sold at initial sale for a price that can be afforded by a household with an income not more than 80% of the median family income for the then current New Hampshire portion of the Portsmouth-Rochester NH-ME PMSA, as published by HUD;

(iii) All of the Affordable Lots shall be sold with deed restrictions and a recorded housing agreement that limit, for a period of thirty (30) years, the resale value of the lot or unit to not more than the purchase price plus two times the accumulated consumer price index, said restriction to run with the land and be binding on future owner(s) in the event of any sale or transfer;

(iv) The owner of any Affordable Lot shall obtain a transfer certificate issued by an independent management company and signed by the Town Code Enforcement Officer prior the sale of any Affordable Lot; and

(v) Rent for any of the Affordable Lots shall be capped at 100% of the then current Fair Market Rent (“FMR”) for Western Rockingham County, NH metro FMR area as published by HUD or comparable reference as approved by the Town Planner.

(vi) All of the Affordable Lots shall be “affordable”. For the purposes of this Declaration, “affordability”, as defined by Section 7.7.1B of the Town Zoning Ordinance (in effect of the date of this Declaration) as “housing that can be purchased under a conventional mortgage

whereby the combined annual expenses for principal, interest, property taxes, homeowner's insurance and condominium fees (if applicable) will not exceed 30% of household income."

(c) Wetlands. Upon completion of the subdivision improvements pursuant to the Subdivision Plan, there shall be no further alteration of wetlands for Lot development, driveways and culverts. The owner of any Lot who alters or otherwise impacts the wetlands, or any Lot owner who causes or allows the wetland to be cleared or destroyed, shall be liable and shall indemnify the Declarant and/or Association (defined below) for any fines, penalties or costs incurred for restoration of the wetland in accordance with the specifications set forth in NH Department of Environmental Services Wetland Permit No. _____, recorded in the Registry at Book _____, Page _____.

(d) Wetland Conservation District No Cut/No Disturbance Setback Areas: All those areas shown or denoted on the Subdivision Plan as being within the "No Cut/No Disturbance Setback" are subject to the restriction that the natural buffer shall be preserved and that the owner of any Lot who clears or otherwise destroys the natural buffer, or any Lot owner who causes or allows the natural buffer to be cleared or destroyed, shall be liable for restoration of the buffer in accordance with the specifications set forth in Section 9.9.2 of the Town Site Plan Review & Subdivision Regulations, as the same may be amended from time to time. Any Lot owner who causes or allows the natural buffer to be cleared or destroyed shall be liable and shall indemnify the Declarant and/or Association for any fines, penalties or costs imposed by the Town. For lots within the Town Wetland Conservation District, a waiver for grading within the No Cut/No Disturbance Setback related to lot development has been issued for the limits of grading as shown on the Subdivision Plans. Any additional disturbance shall require a separate Conditional Use Permit pursuant to the Town Zoning Ordinance Section 9.1.6. Said "No Cut/No Disturbance Setback", in the vicinity of house sites, is to be marked with an identifiable permanent marking system and periodically maintained by the Association, as necessary.

(e) Shoreland Protection District Areas: All those areas shown or denoted on the Subdivision Plan as being within the "Shoreland Protection District" are subject to the restrictions of Section 9.3.4. of the Town Zoning Ordinance, as the same may be amended from time to time. Any Lot owner who causes or allows a violation of said restrictions shall be liable and shall indemnify the Declarant and/or Association for any fines, penalties or costs imposed by the Town. For lots within the Town Shoreland Protection District, a Conditional Use Permit for grading related to lot development has been issued for the limits of grading as shown on the Subdivision Plans. Any additional disturbance shall require a separate Conditional Use Permit pursuant to Section 9.3.4.G of the Town Zoning Ordinance.

(f) Vegetative Buffer Strip: All those areas shown or denoted on the Subdivision Plan as being within the "Vegetative Buffer Strip" are subject to the restriction that the natural buffer shall be preserved as set forth in Section 9.6.1.2 of the Town Site Plan Review & Subdivision Regulations, as the same may be amended. Any Lot owner causes or allows a violation of said restrictions shall be liable and shall indemnify the Declarant and/or Association for any fines, penalties or costs imposed by the Town. Said "Vegetative Buffer Strip", in the vicinity of house sites, is to be marked with an identifiable permanent marking system and periodically maintained by the Association, as necessary.

(g) Activity and Use Restriction: The Lot owners acknowledge that a portion of the Lots and Common Open Space may be subject to a recorded activity and use restriction (“AUR”) imposed by the New Hampshire Department of Environmental Services (“NHDES”), pursuant to Env-Or 608, limiting the use of such area. All Lot owners shall comply with the terms of the AUR, as the same may be amended from time to time. Any Lot owner who causes or allows a violation of the AUR shall be liable and shall indemnify the Declarant and/or Association for any fines, penalties or costs imposed by NHDES and/or the State of New Hampshire.

(h) Road Maintenance Agreement. The Lot owners acknowledge that the Association is a party to a certain agreement with the Town known as Oak Street Extension Road Maintenance Agreement dated _____ for the maintenance of that portion of Oak Street Extension running from the northern most boundary line of Forest Street to the southern boundary of the Subdivision. A copy of said Oak Street Extension Road Maintenance Agreement is appended hereto as Exhibit C.

(i) Operation and Maintenance Plan. The Lot owners acknowledge that the Subdivision is subject to and it shall be a responsibility of the Lot owners to comply with a certain Stormwater Management System Operation and Maintenance Plan dated September 26, 2017 and last revised August 31, 2018 setting forth procedures for the inspection and maintenance requirements for the stormwater management system for the Subdivision. A copy of said Operation and Maintenance Plan is appended hereto as Exhibit D.

3. CONSTRUCTION TIME.

Once construction is commenced upon a structure or other improvements, completion of all construction shall be accomplished as soon as is reasonable and, in no event shall it take longer than twelve (12) months from time of commencement to complete construction. Completion shall include, but shall not be limited to exterior finishing, including exterior landscaping, decorating and driveways. If the work is not completed within the twelve (12) month period, absent an extension granted by the Declarant or Association, the owner of the dwelling or structure shall be subject to penalty assessments as provided in these Covenants until completion of the work.

4. ARCHITECTURAL REVIEW.

Architectural Review. All buildings and structures constructed on any Lot, including any additions thereto, shall be architecturally designed in keeping with traditional styles. The Declarant, prior to the transfer of control to the Association, and thereafter the Board of Directors (or any subcommittee thereof), reserves the right, in its sole discretion, to approve the plans and specifications of all residences in the subdivision. Prior to commencement of construction on each Lot, the Lot owner shall submit for approval, some or all of the following as the Declarant or Board of Directors shall require:

(i) A site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting;

(ii) Architectural design plans showing the building elevations (all four sides) with a description of proposed materials;

(iii) Architectural design plans showing the finished floor elevations of the building(s); and

(iv) A detailed plan of the proposed lot landscaping and grading to ensure that the finished site blends attractively with the surroundings and provides for adequate storm water runoff in accordance with the approved Subdivision plan.

5. OUTBUILDINGS, ADDITIONAL STRUCTURES, ETC.

(a) Temporary Structures. No temporary building, shed, structure or mobile home shall be erected on a Lot except during the construction of a residence. For purposes of interpreting this Declaration, the term "construction" shall refer to the term of one year from the day work commenced in clearing the Lot for the foundation of the residence.

(b) Outdoor Toilets. No outside toilets or lavatories shall be permitted, excepting only during construction and provided they are located behind any existing building to the greatest extent reasonably possible.

(c) Driveways. All dwelling unit driveways shall be constructed with asphalt, concrete, pavers or other similar material.

(d) Roof, Foundation and Walls. No building shall be erected having a simple tarpaper roof or concrete block foundation or walls.

(e) Oil and Gas Tanks. All oil tanks shall be installed in either the garage or the residence. No oil tanks shall be buried. Propane tanks (other than ancillary tanks to accommodate barbeque grills and the like) must be buried or located behind the residence and screened from view from the street by vegetation or solid fencing.

(f) Garbage and Trash. All garbage and trash containers must be placed in an attractive and suitable walled or screened area so that they are not visible from adjoining or neighboring properties or public or private roads and ways.

(g) Incinerators. No incinerator shall be allowed on any Lot.

(h) Clothes Lines. No clothes lines shall be allowed on the exterior of any Lot.

(i) Satellite Dishes. No satellite dish exceeding twelve (12) inches in diameter shall be allowed on any Lot.

(k) Above Ground Pools. No above ground pool shall be allowed on any Lot.

6. FENCES.

(a) Location. If a fence or fences are erected, the same shall be placed in proximity to any Lot line so as to assure an owner's ability to maintain the fence from the owner's property. No fence shall be constructed or erected in the front yard, the front yard being the area defined by the frontage of the Lot along the roads within the Subdivision and a line drawn parallel to the road at a distance from the Road to meet the foundation of the house closest to the road. No fence exceeding six (6) feet in height shall be permitted on any Lot. All fences shall be constructed with the finished side facing away from the dwelling.

(b) Declarant Fencing. Notwithstanding paragraph (a) above, Declarant, or the Association upon transfer of these rights to such Association, may place ornamental posts and fencing along the entrance of the Subdivision and portions of the roads within the Subdivision to enhance the aesthetics of the Subdivision.

7. SIGNS.

Commercial Signs. During the period of time the Declarant owns a Lot or Lots within the Subdivision, no signs of any kind, including signs for the sale or rent of a Lot or house, except those of the Declarant or its agents, contractor and representatives, are permitted without the express written consent of the Declarant. Thereafter, no commercial or advertising sign of any kind shall be erected, placed, permitted or maintained on any Lot or improvement except for a single sign no larger than four (4) square feet advertising a Lot or house for sale or rent. This prohibition shall apply to any sign advertising the builder of a home or his subcontractors but shall not apply to mortgage bank's required signage.

8. PARKING, VEHICLE STORAGE.

(a) Unregistered Motor Vehicles, etc. No unregistered motor vehicle of any type and no unregistered boat or trailer of any type shall be stored or parked on a Lot unless stored in a garage so as not to be visible from the adjoining or neighboring properties or public or private roads or ways. No junk shall be allowed to remain on any Lot.

(b) Other Vehicles. No commercial vehicles shall be allowed to be parked overnight on any Lot except for registered commercial vehicles owned by the Lot owner except that no busses or tractor-trailers will be allowed under any circumstances. This restriction shall not apply to the Declarant, any successor Declarant, or any contractors or employees of the Declarant during the development and sale of the Lots.

(c) Obstructions of Access. No obstructions of traffic on the public or private roads or ways and no blocking of entries to the various lots by reason of the parking of vehicles are allowed. Lot owners shall be responsible for any such obstruction by members of their household, their lessees, invitees and guests.

9. ANIMALS.

(a) No Farm Animals. No farm animals or fowl shall be maintained on any Lot. A reasonable number of household pets shall be allowed, but shall not be bred or maintained for purposes of resale.

(b) No Unreasonable Noise or Nuisance. No animals shall create unreasonable noise or create a nuisance or annoyance to neighbors.

10. LANDSCAPING, TREE REMOVAL, ETC.

(a) Landscaping. All lawns or other suitable landscaped areas shall be maintained in an attractive manner. No trash, waste, filth, tools, garden equipment, children's playthings or other equipment shall be allowed to accumulate on the Lot or the exterior of the residence in such a manner as to give an unsightly appearance or create a nuisance; provided, however, that children's swing sets may be maintain behind the house out of sight from the road. No landscaping shall occur within any area designated on the Subdivision Plan as "No Cut /No Disturbance" or "Vegetated Buffer", other than allowed per Section 9.6.1.2 of the Town Site Plan Review & Subdivision Regulations, as the same may be amended from time to time.

(b) Fertilizers. The use of "Fertilizers" as defined in the Town Zoning Ordinance is prohibited within the Subdivision. For the purpose of reference only, Section 2.2.30 of the Town Zoning Ordinance, in effect as of the date of this Declaration, defines "Fertilizers" as "[a]ny substance containing one or more recognized plant nutrients which is designed for use in promoting plant growth such as nitrogen, phosphorus and potassium." Pursuant to said section, "Fertilizer shall not include vegetable compost, lime, limestone, wood ashes, or any nitrogen-free horticultural medium (e.g. vermiculite)" the application of which shall be permitted within the Subdivision. Acceptance of a deed to a lot within the property constitutes consent to this restriction upon each lot owner, which shall run with each lot.

(c) Tree Cutting. Within thirty (30) days of cutting, any felled trees shall be cut up and the logs neatly stacked or removed from the Lot. Any stumps or slash shall be buried or removed from the Lot. If buried, the location must be within owner's Lot, not in the road and in compliance with all state and local laws, rules and regulations.

(d) No Obstructions. No obstructions of traffic on the public or private roads or ways and no blocking of entries to the various lots by reason of the parking of vehicles are allowed. Lot owners shall be responsible for any such obstruction by members of their household, their lessees, invitees and guests.

(e) Grading. No Lot shall be graded in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public road or drainage systems serving other Lots.

(f) Front Yards. A minimum of one deciduous shade tree (not ornamental) shall either remain or be planted in the front yard of all Lots.

11. EASEMENTS.

(a) Primary Access:

(i) Declarant retains the right to create slopes, embankments and drainage in the easement areas as shown on the Subdivision Plan and/or as required by the Town and the right to convey easements said slopes, embankments and drainage areas to the Town and the right to convey the road known as Rose Farm Lane to the Town to be accepted as a public way. Such easements may be created on any Lot with only the signature of the Declarant only, without the signature of the owner thereof.

(ii) Declarant shall have access to Lots in the Subdivision for the purpose of maintaining the various drainage, grading and slope easements shown on the Subdivision Plan. Declarant and the Association shall indemnify and hold harmless any Lot owners with respect to any claims arising from work done to maintain an easement area.

(iii) Each owner of a Lot conveyed by the Declarant shall have the right of ingress and egress over Rose Farm Lane to the extent necessary for access to the Lot, but no Lot owner except the Declarant shall have fee title to the strip of land known as Rose Farm Lane. A deed description for a Lot by or along Rose Farm Lane shall not be construed as running to the centerline of said Road/Drive.

(iv) The Declarant retains the fee title to said Rose Farm Lane and to the area shown as "Sewer Pump Station" with the right to convey same to the Town, and to grant easements for utilities for the Subdivision. In the event the Town does not accept title to Rose Farm Lane and/or the Sewer Pump Station, the Declarant will convey title to the Association.

(v) No property owner shall install in-ground irrigation systems in any portion of any roadway abutting the conveyed premises, the roadway shoulders, in any drainage easement area(s), or maintenance access easements located within the road or roadway shoulders, or even if the same are located in any individual lot or lots, and shall not loam, seed, or fill any such roadway, roadway shoulder, drainage easement area(s), or maintenance access easements.

(b) Secondary Emergency Access Easement:

(i) Declarant retains the right to create slopes, embankments and drainage and to and improve, repair, maintain, access and use the areas shown on the Subdivision Plan as "Oak Street Extension" and/or "50' Wide Access & Utility Easement" over Lots 1, 35, 40, 41 and the Common Open Space on the Subdivision Plan for emergency access and/or for the installation and maintenance of utilities servicing the Subdivision (the "Emergency Access Easement"). The rights and obligations of the Emergency Access Easement shall run to the Association and, with respect to the right of access and use, to third parties for the provisioning of emergency services. The Association shall improve, repair and maintain the Emergency Access Easement as necessary to provide reasonable access and utility service to Rose Farm Lane, Lots 1, 35, 40, 41 and the Common Open Space.

(ii) In addition to the Emergency Access Easement, Lots 35, 40, 41, 1 and the

Common Open Space shall be subject to an easement granting other Lot owners in the Subdivision, their guests and invitees, the right of ingress and egress over and the right to install and maintain above or below ground utilities within the areas shown on the Subdivision Plan as “Oak Street Ext.” and “50’ Wide Access & Utility Easement” (the “Access and Utility Easement”). The rights and obligations of the Access and Utility Easement shall be more particularly set forth in the deeds to Lots 35, 40, 41, and 1.

(iii) Declarant and the Association shall indemnify and hold harmless the owners of Lots 1, 35, 40 and 41 with respect to any claims arising from any work done on their Lot to maintain the Emergency Access Easement.

(c) Shared Driveway Easements:

(i) Primary access to Lot 1 is to be from Oak Street Extension via Forest Street, however, in addition to the Emergency Access Easement, Lots 35, 40 and 41 shall be subject to a driveway easement granting to the Lot 1 owners, their guests and invitees, the right of ingress and egress for over the area shown as “50’ Wide Access & Utility Easement” (the “Lot 1 Driveway Easement”). The rights and obligations of the Lot 1 Driveway Easement shall be more particularly set forth in the deeds to Lots 35, 40, 41 and 1.

(ii) Lots 35 and 40 shall be subject to an easement granting to the Lots 35, 40 and 41 owners, its guests and invitees, the right of ingress and egress and for the installation and maintenance of utilities servicing the lots for over the areas shown as “50’ Wide Access & Utility Easement” and “50’ Wide Shared Driveway Easement” located on Lots 35 and 40 (the “Lots 35, 40 and 41 Driveway Easement”), which easement shall include the turn-around easement on Lot 35. The Lot 35, 40 and 41 Owners shall be responsible to maintain, repair, and replace any driveways and/or utility infrastructure within the Lots 35, 40 and 41 Driveway Easement. The rights and obligations of the Lots 35, 40 and 41 Driveway Easement shall be more particularly set forth in the deed to Lots 35, 40 and 41. In addition, Lots 35 and 40 shall be subject to an easement granting to the other Lot owners, their guests and invitees, the right of ingress and egress over said “Lots 35, 40 and 41 Driveway Easement” for access to Recreation Area 2, as shown on the subdivision plan.

(d) Sewer Pump Station: The Declarant reserves for itself and the Association the right to install, maintain, repair and replace a sewer pump station in the area shown as “Sewer Pump Station” on the Subdivision Plan as shown. Such grant shall include the right of access to such areas for maintenance, repair and replacement of utilities and may be assigned to the Town; provided that the Town shall have the right but shall not be obligated to accept the Sewer Pump Station. The Declarant retains the right to convey the Pump Station area to the Town as part of its conveyance of Rose Farm Lane.

(e) Utility Easement: The Declarant reserves for itself and the Association the right to install, maintain, repair and replace utility and related services allowed and/or required by the Town Planning Board, including but not limited to roadways, sewer, gas, electricity, telephone and cable (including any possible future replacement systems) over and under Rose Farm Lane Oak Street Extension and “50’ Wide Shared Driveway Easement” and those areas shown as

Recreation or Common Open Space and Lot 1 on the Subdivision Plan. Such grant shall include the right of access to such areas for maintenance, repair and replacement of utilities and may be assigned as necessary to the Town and/or any utility service provider.

(f) Sight Distance Easement: The Declarant reserves for itself and the Association a sight distance easement on Lot 39, in the area shown as “Sight Distance Easement” on the Subdivision Plans, conveying to the Declarant and the Association the right to restrict the erection of any structures and growing of vegetation and to enter onto Lot 39 as necessary to maintain, trim or remove such structures or vegetation for the purposes of maintaining safe sight distances on Rose Farm Lane and Oak Street Extension. The rights and obligations of the Sight Distance Easement shall be more particularly set forth in the deed to Lot 39.

(g) Fence Easement: The Declarant reserves for itself and the Association a fence easement in the Rose Farm Lane right of way, in the area shown as “Fence Easement” on the Subdivision Plans, conveying to the Declarant and the Association the right to install and maintain a privacy fence for the purpose of noise/headlight protection for the abutting property.

(h) Sign Easement: The Declarant reserves for itself and the Association a sign easement in the Rose Farm Lane right of way, in the area shown as “Sign Easement” on the Subdivision Plan, conveying the Declarant and the Association the right to install and maintain a subdivision sign and landscaping. The Declarant and/or the Association shall be responsible for all maintenance, repair or replacement of the subdivision sign and associated landscaping.

(i) Emergency Access Gate. The Declarant (and the Association following the transfer of control) shall install and maintain an emergency access gate on Oak Street Extension, as shown on the Subdivision Plan (the “Emergency Access Gate”). The Association shall ensure that the Emergency Access Gate remains locked at all times, except in the event of emergency, and shall keep the area around the Emergency Access Gate clear and free from obstructions at all times as necessary for emergency access use.

12. COMMON OPEN SPACE.

(a) Open Space.

(i) Those areas shown as “Common Open Space” on the Subdivision Plan (the “Open Space”) shall only be used for open space, utility and access easement purposes in conformity with these Covenants, the Subdivision Plan and the Town land use regulations. Consistent with the spirit and purpose of the Open Space Subdivision Regulations of the Town, the Open Space shall be left in its natural and undeveloped state, except as otherwise provided herein, and shall be managed and maintained in such a manner as to perpetuate the current undeveloped state of the Open Space in a manner consistent with Section 7.7.3 of the Town Zoning Ordinance, as it may be amended.

(ii) Passive recreational uses of the Open Space, such as nature trails and cross-country ski or snowshoe trails, including the installation of trail bridges and signage, are

encouraged and shall be allowed with the approval of the Association. Any such approved trails shall be maintained by the Association, which may institute reasonable rules for trail use consistent with the terms of these Covenants. Motorized vehicles are strictly prohibited in the Open Space, except for the provision of emergency services and/or management activities completed pursuant to subsection (iv) hereof.

(iii) Tree houses, wood camps and buildings of any kind and nature shall not be allowed in the Open Space.

(iv) The cutting of any live tree in the Open Space Area is prohibited without the express consent of the Association. The cutting of live trees and the gathering of firewood in the Open Space Area shall be permitted only under the control and direction of the Association and in a manner consistent with Section 7.7.3 of the Town Zoning Ordinance, as they may be amended. Any tree removal must be conducted in accordance with NH Best Management Practices for Erosion Control on Timber Harvesting Activities (2016) (as it may be amended or replaced by any similar publication) with activities designed to preserve and protect slopes, wetland and water resources, soils and habitat values.

(v) The dumping of yard waste or any other material is prohibited within the Open Space area.

(vi) Hunting and the discharge and/or use of firearms, bows and arrows or slingshots or any other dangerous activity in the Open Space is strictly prohibited.

(vii) The Open Space shall be deeded to the Association upon recording of this document.

(b) Recreation Areas.

(i) Those areas shown as "Recreation Area" on the Subdivision Plan (the "Recreation Area") shall be maintained by the Association. The Recreation Area may be developed with playgrounds, picnic areas, exercise equipment and similar structures with the consent of and to be maintained by the Association.

(ii) The area within the Recreation Area, known as "Jail House Spring" and shown as "Spring House" on the Subdivision Plan (the "Spring"), shall be maintained by the Association in its sole discretion. That the Association may institute reasonable rules for the use of the Spring and may, but shall not be obligated to, install associated signage, equipment and other infrastructure. Any use of the Spring by the public shall be at its own risk. The Association makes no representation of warranty concerning the quality or quantity of water from the Spring.

(iii) The Recreation Area within the open space shall be deeded to the Association upon recording of this document. The remainder of the Open Space shall be easements running to the Association as shown on the Subdivision Plan. The rights and obligations of any Lot Owner burdened by any open space easement shall be more particularly described in

the deed to the said Owner.

(c) Maintenance. The cost for maintenance of, and liability insurance for common areas, including Open Space and Recreation Area, and any signs, equipment, nesting boxes, retention basins, drainage structures, structures and infrastructure related to the Spring, weirs or other water impoundments, or other infrastructure located therein, shall be the responsibility of the Association. In addition, the Association shall maintain the concrete retention barrier and any retention basins shown on Lots on the Subdivision Plan. Lot owners shall be assessed for such costs as provided in the Bylaws.

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