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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BROOKVIEW SUBDIVISION
(formerly known as Beaver Brook Heights Subdivision)

This Amended and Restated Declaration made this 22 day of November, 2017, by **Stinson Hills, LLC** (hereinafter referred to as "Declarant"), a New Hampshire limited liability company with a mailing address of 317 South River Road, Bedford, New Hampshire 03110.

RECITALS

WHEREAS, Declarant is the successor in interest to Beaver Brook Development of Hooksett LLC and the owner of certain property which is being developed as the subdivision known as "Brookview Subdivision" (formerly known as Beaver Brook Heights Subdivision), located in Hooksett, Merrimack County, New Hampshire (hereinafter the "Subdivision"), which Subdivision is subject to a Declaration of Covenants and Restrictions for Beaver Brook Heights dated January 2, 2014, and recorded in the Merrimack County Registry of Deeds at Book 3445, Page 1119 (the "Declaration"); and

WHEREAS, the Declarant is the owner of all the Property described in Article II of the Declaration;

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WHEREAS, except for specific amendments requiring the approval by the Town of Hooksett, as provided in Article VII, Section 5 of the Declaration (which are not being amended by this amendment), the Declarant, as the owner of all the Property, has the unilateral right to amend the Declaration; and

WHEREAS, pursuant to Notice of Name Change recorded in the Merrimack County Registry of Deeds at Book 3581, Page 199, the Declarant has changed the name of the subdivision from Beaver Brook Heights Subdivision to Brookview Subdivision;

WHEREAS, the Declarant desires to amend the Declaration to reflect such name change and to amend and restate other provisions of the Declaration.

NOW THEREFORE, the Declarant hereby amends and restates the Declaration as follows:

* * * * * * * * * *

DECLARATION made by **Stinson Hills, LLC**, a New Hampshire limited liability company with a principal place of business at 317 South River Road, Bedford, Hillsborough County, New Hampshire, which hereby declares its intent to submit the land and improvements herein described, and all easements and appurtenances thereto, located in Hooksett, Merrimack County, New Hampshire, to be held, conveyed, encumbered, leased, used, occupied, and improved subject to the provisions of this Declaration.

1. DEFINITIONS

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

1.1 "Association" means the Brookview Homeowners Association, a non-profit corporation, to be formed by Declarant pursuant to the terms of this Declaration.

1.2 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the repair and maintenance of the Common Property, including any reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Declaration, the Articles of Agreement, and the By-Laws.

1.3 "Common Property" shall mean and refer to those areas of land designated to be used as open space areas as shown on the Plan, together with all such other land, improvements, and easements devoted to the social welfare, use, and enjoyment of owners of the lots within the Property and designated in this Declaration, or the deed conveying such land or easements to the Association. Owners of Lots shall

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be conveyed an undivided 1/87th interest in such Common Property, which interest shall not be conveyed or transferred separately from a Lot.

1.4 "Conservation Easement" shall mean and refer to that portion of the Common Property subject to a certain Amended and Restated Conservation Easement dated June 27, 2014, and recorded in the Merrimack County Registry of Deeds at Book 3445, Page 1108 and delineated on Plan #201400010619 recorded in said Registry (see Notice of Name Change from Beaver Brook Heights Subdivision to Brookview Subdivision recorded in said Registry at Book 3581, Page 199).

1.5 "Declarant" means Stinson Hills, LLC, and any successors in interest thereto, except for purchasers of individual Lots for residential use.

1.6 "Declaration" means this instrument (as may be amended from time to time).

1.7 "Lot" means each of the residential building lots in the Subdivision as identified by number on the Plan, and any other lots that come to be a part of this Subdivision in the future.

1.8 "Owner" means one or more persons or entities owning a Lot.

1.9 "Plan" means the plan of land entitled "Residential Subdivision Plan, Beaver Brook Heights, Tax Map 48, Lot 26 & Tax Map 49, Lots 49 & 58, Hooksett, New Hampshire" prepared by Keach-Nordstrom Associates, Inc. and Promised Land Survey, LLC, dated April, 2003, last revised June 7, 2013, and recorded with the Merrimack County Registry of Deeds as Plan No. 201400010618 (see Notice of Name Change from Beaver Brook Heights Subdivision to Brookview Subdivision recorded in said Registry at Book 3581, Page 199).

1.10 "Property" means the real property and all interests therein as shown on the Plan, including all buildings, structures and other improvements now or hereafter existing thereon, all easements, rights and appurtenances belonging thereto which is hereby made subject to the Declaration.

1.11 "Subdivision" shall mean the Brookview Subdivision, as shown on the Plan.

2. DEVELOPMENT OF SUBDIVISION

2.1 Unless otherwise amended by the Declarant, the Subdivision shall consist of eighty-seven (87) single family, residential building Lots. The Lots shall be developed as individual sites for single-family detached residential homes with no more than one (1) home on a Lot.

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2.2 The Common Property shall be maintained by the Association for the use and enjoyment by and for the Lot Owners, subject to the terms of this Declaration.

2.3 The rights and easements of enjoyment in and to the Common Property shall be limited solely to the Owners of the Lots and shall be subject to the following:

(a) the right of the Association to publish and enforce rules and regulations affecting the Common Property;

(b) the right of the Association to levy assessments and charges against the Lots for the repair, improvement, and replacement of Common Property and any improvements thereon;

(c) the right of the Association to suspend the rights and privileges of any Owner related to the Common Property for any period during which any assessment owed to the Association remains unpaid; and

(d) other easements, restrictions, agreements, and reservations of record, insofar as the same may be in force and applicable, including those described in Article 1.4 of this Declaration.

2.4 The roads shown on the Plan shall be dedicated to the Town of Hooksett for acceptance as public rights-of-way. If requested by the Town of Hooksett, Declarant shall deed the fee simple interest in the roads to such municipality.

3. BROOKVIEW HOMEOWNERS ASSOCIATION

3.1 The Brookview Homeowners Association will be a nonprofit corporation created pursuant to RSA Chapter 292, and charged with the duties and empowered with the rights set forth in this Declaration. The affairs of the Association shall be governed by its Articles of Agreement and By-Laws, and in conformity with the requirements of the Declaration.

3.2 The Owner of each Lot is deemed to have a membership in the Association. There shall be one (1) vote for each Lot. If a Lot is owned in common by multiple Owners, there shall still be only one (1) vote to be cast per agreement of the multiple Owners. If the multiple Owners are unable to agree as to how the vote shall be cast, the vote shall not be exercised. The Declarant shall consent to any actions voted on or taken by the Association so long as the Declarant owns one or more Lots.

3.3 The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Property and

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enabling the maintenance, repair, replacements, and improvements to the Common Property. The rules and regulations adopted by the Board of Directors shall be consistent with the rights and duties established by this Declaration. As described in the Association Bylaws, initially the Declarant shall appoint the Board of Directors until seventy-five percent (75%) of all Lots have been conveyed or such earlier time as Declarant elects, in its sole discretion.

3.4 Each Lot shall be assessed an annual charge for Common Expenses. In addition, upon each Lot conveyance by the Declarant, the purchaser(s) of each Lot shall pay an initial payment to the Association for the establishment of a repair reserve fund. The terms and conditions governing the annual charge and the payment into the repair reserve fund and the collection thereof shall be determined by the Board of Directors. The Board of Directors shall have the right to adopt reasonable rules and regulations to make an assessment against a Lot for purposes of Common Expenses. There is and shall be a present lien, with statutory power of sale pursuant to RSA 479:25, against each Lot to secure the payment of all assessments levied by the Association against a Lot. The obligation to pay such assessments shall run with the land so that each successive record Owner of a Lot shall become liable to pay all such assessments. The Association, through its Board of Directors, shall have the right to enforce and collect such assessments either through a suit at law or proceedings to foreclose the lien established by this Declaration. The lien of assessments may be perfected upon recording a notice of lien against a Lot.

3.5 The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Property. All costs associated with maintenance, repair, and replacement of Common Property shall be a Common Expense to be allocated among and paid by all Owners.

4. RESTRICTIONS ON COMMON PROPERTY

4.1 In addition to the other terms and conditions contained herein, this Declaration shall also constitute an open space easement on the Common Property in accordance with Article 8 of the Town of Hooksett Zoning Ordinance (the "Open Space Easement"). The Open Space Easement burdens the Common Property which is not part of the Conservation Easement conveyed to the Town of Hooksett (the "Easement Area").

The purpose of the Open Space Easement is primarily to assure that the Easement Area will be retained forever in its undeveloped, scenic and open space condition, to prevent any use that will alter existing terrain or significantly impair or interfere with the conservation values and plant wildlife habitat of the Easement Area and secondarily to allow passive recreational uses (as hereinafter defined) of the Easement Area. This easement shall be enforceable under, and have the

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benefit of, New Hampshire Revised Statutes Annotated Chapter 477:45, 46 and 47 as in effect as of the date hereof.

4.2 By granting the Open Space Easement, the Declarant, its successors and assigns, agrees to the following:

a. The Easement Area shall be maintain in perpetuity as open space without there being conducted thereon any industrial or commercial activities, and no on-site activity will cause significant pollution of surface or subsurface waters or soils.

b. No motorized vehicles of any type shall be used in or on the Easement Area except during allowed construction or maintenance.

c. No permanent structure or improvement, such as a dwelling, dock, tennis court, swimming pool, dam, aircraft or helicopter landing strip, impervious surfaces, billboard, advertising sign, mobile home, radio, television, cellular, telephone or other towers, antennas, satellite dishes, utility telephone poles or cables, electric, gas, sewer or other utility lines, pipes or poles or the like, shall be constructed, located, placed or introduced onto or over or shall be constructed, place or introduced onto the Easement Area. Only improvements created to enhance the conservation values of the Property and which are consistent with the spirit and intent of the Open Space Easement may be allowed, except as permitted by the Town of Hooksett in connection with the development of the Subdivision.

d. No mining, quarrying, excavation of rocks, minerals, gravel, sand, topsoil, or removal of vegetative growth (specifically including the cutting or removal of trees and undergrowth), shall be accomplished upon or within the Easement Area except: (i) to maintain a suitable mix of woodlands, ground cover and field to encourage the retention and expansion of wildlife habitats; or (ii) to allow passive recreational uses (which may include the construction of trails and footbridges over watercourses), in each case provided that such uses are not inconsistent with the spirit and intent of the Open Space Easement.

e. Notwithstanding the above restrictions, the New Hampshire Fish and Game Department shall be allowed to access the Common Property to facilitate the establishment of an endangered species habitat management program

4.3 For the purposes of the cluster development option created by this Declaration, the common land areas, open space areas, and natural areas in this Subdivision are

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considered to be part of the residential use of the Subdivision and shall not be considered to be "open space land", "farmland", "forest land", "wetlands", "recreation land", "floodplain", or "wild land" within the meaning of RSA 79-A except where such consists of actively operated farmland classified as "prime" or "of statewide importance" by the Merrimack County Conservation District.

4.4 There shall be no use of the Common Property which scars or injures the grass or plantings, or increases the costs of maintenance thereof. There shall be no organized sports activities within the Common Property. Improvements or landscaping of the Common Property shall be performed only by the Declarant, or the Board of the Association, except where permission of the Declarant or Board has been obtained. Additionally, the Common Property is subject to the Conservation Easement which further restricts the use of a portion of the Common Property to assure that portions of the Common Property remain as a habitat for various animals and plant life.

4.5 The Common Property may be further restricted by rules and regulations properly adopted by the Association through its Board of Directors, so long as such rules and regulations do not contravene these covenants or the rights, restrictions, duties and obligations of the Association.

5. RESTRICTIONS ON LOTS

The Property is intended for residential use only and the following provisions are in furtherance of this purpose.

5.1 Each Lot shall be occupied and used only for residential purposes by the Owner and his or her family, or the lessees or guests of the Owner, and only for such business or home occupation purposes as shall now or hereafter be permitted by any Town of Hooksett rule, ordinance or regulation, or by the Rules. This restriction shall not be construed to prohibit Owners from leasing buildings located on Lots in accordance with the provisions hereof. Any rental shall be by written lease and shall be for a period of no less than six months. All such leases shall refer to and incorporate by reference all of the restrictions and obligations contained in this Declaration. Declarant shall also have the right to lease buildings located on Lots which it owns.

5.2 No building or structure shall be erected, placed or maintained on any Lot except one dwelling to be used for a single-family, an attached or detached garage, and other structures accessory to a single-family residence. Detached garages are prohibited in front of the residence. Accessory structures, including, but not limited to sheds, swing sets and playhouses, may only be erected, placed, or maintained in the rear yard of a Lot so that such structures are located behind a

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residence on the Lot. Accessory structures are prohibited in the front and side yards of a Lot. All structures are subject to compliance with all municipal ordinances and the Zoning Ordinance for the Town of Hooksett.

5.3 No noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is or will become a nuisance or which shall impair the soundness or safety of any part of the Property. No use shall be made of any part of the Property which will constitute a fire hazard.

5.4 No animals, livestock, or poultry, except a reasonable number of common household pets, shall be kept anywhere on the Property. No dogs shall be permitted to run free on the Property except within a Lot which is adequately fenced to protect the escape of any such dog.

5.5 No building material of any kind or character shall be placed upon any Lot except for the immediate purpose of construction of a dwelling or accessory structure.

5.6 The structures and ground on any Lot shall be maintained in a neat and attractive manner. All Lots shall be kept free of rubbish, debris, dead or fallen trees, or material of any kind which render the same unsanitary, unsightly, offensive, or detrimental to any part of the Property.

5.7 No activity shall be carried on upon any Lot which may create annoyance or a nuisance. Any exterior lighting installed on any Lot shall be indirect or controlled with respect to direction, focus and intensity in such a manner as not to disturb the residents of adjacent property.

5.8 All oil or liquid fuel tanks maintained on any Lot shall be buried or confined within a dwelling house or other permitted structure.

5.9 Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public roads.

5.10 No earth, stone or gravel removed from the site of the foundations of the improvements of any Lot shall be allowed to remain on the Lot in an unsightly manner.

5.11 No incinerator shall be erected or maintained by any Owner.

5.12 All lawns or other suitable landscaped areas shall be maintained in an attractive manner.

5.13 No trash, waste, debris, or junk shall be allowed to remain on any Lot.

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5.14 No obstruction of traffic on the public roads and no blocking of entries to the various Lots by reason of the parking of vehicles or trailers is allowed. Owners shall be responsible for the removal of any such obstruction, whether caused by members of their household or their lessees, invitees, or guests.

5.15 Except as specifically permitted by this Declaration, no sign of any kind shall be erected or displayed to the public anywhere on the Property without the prior written consent of the Declarant.

5.16 No mortgage or deed of trust made in good faith and for value upon any Lot or any part of the Property shall be defeated or rendered invalid by any breach of restrictions as to such land. In the event of any mortgage foreclosure, said restriction shall be binding upon the mortgagees as well as any new Owner acquiring through foreclosure, trustee's sale or otherwise.

5.17 Air conditioning units shall not be mounted or installed in the windows or walls on the front of any building. The "front" of a building shall consist of the side of the building which faces a public way. On a corner lot, the public way for determining the front of the building is the street that the Lot Owner uses for address purposes.

5.18 A breach of any one or more of the foregoing covenants and restrictions shall entitle the Declarant and/or the other Owners to pursue any and all legal and equitable remedies; however, if no action shall have been commenced and notice thereof filed with the Merrimack County Registry of Deeds within twelve (12) months after the completion of any building, structure or other improvement, addition or landscaping, then the same shall be conclusively deemed to be in compliance with these restrictions. None of the foregoing restrictions shall limit or affect Declarant's rights and easements reserved hereunder for the ongoing development and construction of the Brookview Subdivision or other adjacent or any nearby property acquired by Declarant.

5.19 Pursuant to Note 18 on the Plan, Lot 58-15 and Lot 58-16 are subject to Env-Ws 38.47(R)(5), in which lots are within 300-feet of the waters of Lake Massabesic or any tributary, pond, reservoir, or stream shall not exceed 10% impervious cover of 2,500 square feet, whichever is greater.

5.20 Fences may be installed by Owners or their hired contractors. All fence material and styles shall be of a quality and character appropriate for the Property. Owners are responsible for verification of Lot lines and all permitting, location, and layout of fencing. Layout by a licensed land surveyor is recommended. Any fence improperly installed or located shall be removed and or relocated at the Owner's expense.

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5.21 No unregistered vehicles, commercial vehicles, buses, machinery, or equipment (except for such equipment and machinery as may be reasonable, customary and usual in connection with the maintenance of the residence) shall be kept on the Property (including streets, driveways, Lots, and parking areas) outside of a garage or accessory structure. Commercial vehicles necessary and required to be used for commuting are excepted so long as they have no more the 2 axles.

5.22 Registered vehicles and recreational vehicles including, but not limited to, motor homes, campers, boats, ATV's, or snowmobiles, may only be parked or stored behind the residence or to the side of the garage. Parking of registered and recreational vehicles in the front of a Lot or on the side opposite the garage of a Lot is prohibited.

6. CERTAIN RESERVED RIGHTS AND EASEMENTS.

6.1 Easement to Facilitate Development of the Property. The Declarant hereby reserves to itself and its agents, representatives, employees, and contractors the right and easement to enter upon all or any portion of the Property with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating, and removing buildings and their appurtenances, utilities of every character, drain pipes and structures, roads, drives, walks, and all such other structures and improvements as the Declarant, in its sole discretion, shall deem necessary or desirable to complete the development of the Property. This easement shall include, without limitation, the right to store vehicles, machinery, equipment, and materials used or to be used in connection with such development work at, in or upon the Property, the right to remove sand, gravel, stone, and soil from any portion of the Property, and other rights necessary or useful in Declarant's sole discretion to the development of the Property. Declarant's blanket development easement, including the right to haul materials to and from all portions of the Property and to engage in construction on or about the Property, shall continue until the Subdivision, and any adjacent or nearby land acquired by Declarant to augment the Subdivision, shall be developed and completed in all respects.

6.2 Easement to Facilitate Sales.

a. Model Homes and Houses. The Declarant and/or its representative(s) shall have the right and easement to maintain such model homes and sales offices on the Property as it, from time to time, may determine appropriate.

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b. Signs. The Declarant or its representative(s) shall have the right and easement to erect and maintain on any portion of the Property, including in or upon the buildings and structures forming any part thereof, such signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable. This Section shall not give the Declarant any rights with respect to Lots not owned or occupied by Declarant or any agent of Declarant. All such signs shall be in compliance with applicable law. The Declarant may prohibit all other signage until Declarant has completed the initial sales of homes in the Subdivision, including the sales of the model home(s).

6.3 Other Easements.

a. Water Easements. The Declarant hereby reserves to itself, its successors and assigns, an easement for the installation, construction, maintenance and repair of water lines beneath, within and through all roads now existing and to be constructed within and upon the Property and all extensions thereof and all cul-de-sacs relating thereto, as described on the Plan. Such rights may be assigned or transferred to the Town of Hooksett, or the City of Manchester Water Works, following which the Declarant shall have no further responsibility or duty for such lines.

b. Slope and Drainage Easements. The Property is subject to slope and drainage easements granted to the Town of Hooksett by easement deed from Beaver Brook Development of Hooksett, LLC to the Town of Hooksett recorded in the Merrimack County Registry of Deeds at Book 3445, Page 114, and as shown on the Plan.

c. Other Easements. The Declarant, its successors and assigns shall have the right to reserve or convey any easement across, over, under, or through any Lot or roadway as the Declarant, in its sole discretion, shall deem necessary or desirable in connection with the development of the Property for (i) drainage; (ii) electric, water, or other utilities or services to any other Lot; or (iii) such other requirements required by the Town of Hooksett. The location of such easements shall not unreasonably interfere with the use of any Lot for residential purposes.

6.4 Survival of Rights and Easements. The rights and easements reserved in Section 6 shall survive the subsequent conveyance of a Lot by the Declarant to an Owner.

7. AMENDMENT.

Except as otherwise provided herein, this Declaration may be amended by the vote of two-

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thirds (2/3rds) or more of the total voting power of all owners cast in accordance with these provisions and the Bylaws; provided, however, that: (i) No amendment to the Declaration shall be effective until recorded at the Merrimack County Registry of Deeds; (ii) So long as Declarant owns one or more Lots, no amendment shall be adopted without the written consent of the Declarant; (iii) No such amendment shall affect any rights reserved by the Declarant without the written consent of the Declarant; (iv) Any rights or provisions established for the benefit of the Town of Hooksett, including but not limited to Section 4 and the definition of the "Property" as provided in Section 1, shall not be amended without the consent of the Town of Hooksett.

IN WITNESS WHEREOF, Stinson Hills, LLC has caused this Declaration to be signed by Robert S. LaMontagne, Manager, hereunto duly authorized this 22 day of December, 2017.

WITNESS

STINSON HILLS, LLC

By: _____
Robert S. LaMontagne, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of December, 2017, by Robert S. LaMontagne, the Manager of Stinson Hills, LLC, a New Hampshire limited liability company, on behalf of the limited liability company.

DANA J. FINN
JUSTICE
MY COMMISSION EXPIRES JUNE 24, 2020
OF THE PEACE
NEW HAMPSHIRE

Notary Public/Justice of the Peace

My Commission Expires: 6/24/20