

Woodland Pond Rules and Regulations

The following restrictions are imposed upon each Lot for the benefit of every other Lot within the Subdivision and may be enforced by the Association or any Owner.

1. Residential Use. Lots are for single-family residential purposes only. No improvement or structure (other than a first class private dwelling house, including patios, in-ground swimming pool, customary outbuildings, tennis court, or garage,) may be erected, placed or maintained on any Lot in the Subdivision. Structures other than the main residence do not need to comply with the minimum house size requirements but must be approved by the Association Board of Directors.

2. Buildings, Structures, etc. No building, temporary building, guest house, shed, major alteration or addition, in-ground swimming pool, wall, fence, or any structure or improvement of any significant character shall be constructed on any portion of a Lot until a plan of such construction, picture or diagram of such item, the specific location and particular use of such building or appurtenance thereon has been approved in writing by the Board of Directors. All plans and specifications shall be submitted in duplicate; one set to be permanently retained by the Board of Directors.

The Board of Directors shall, in a reasonable manner, approve or disapprove the said plans and specifications according to the design, the frequency of its duplication, placement of structures, materials and colors to be used in the construction thereof, the harmony of the external, design with existing or proposed surrounding structures, the location with respect thereto, the topography and the finished grade elevation of the particular site chosen, the effect of the construction, the outlook from surrounding properties, the particular use to be applicable thereto, and any other factors which may affect the desirability or the suitability of the proposed construction. No construction shall be commenced and no Lot shall be graded except in accordance with such approved plans and specifications.

No garage or appurtenant structure shall be placed, erected or maintained upon any part of the Lot except for use in connection with a residence already constructed or under construction and as approved by the Board of Directors.

The appearance of Lots adjacent to roadways through the Subdivision shall be established on a Subdivision-wide basis and adhered to for all Lots. No Owner shall change the appearance of his Lot near the road so as to cause a discontinuity with the appearance of neighboring properties in the areas near the roads.

3. Occupancy. No private residence erected upon any Lot shall be occupied in any manner while in the course of, construction, nor at any time prior to its being fully completed. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. Such compliance shall be evidenced by a "certificate of compliance" issued by the Board of Directors. All construction shall be completed within eighteen (18)

months from its start, provided that the Declarant or the Board of Directors may reasonably extend the time when, in its opinion, conditions warrant an extension. No temporary house, dwelling, garage, outbuilding, trailer home, recreational vehicle or other temporary structure shall be placed or erected upon any Lot unless approved by the Architectural Review Committee.

4. Construction Facilities and Remnants. No temporary building, shed, trailer, outside toilet, or structure shall be erected or placed on a Lot except during the active phase of constructing a residence or other approved site improvements. No earth, stone, or gravel removed from the site of the foundation or other construction area and no building materials shall remain on the Lot in an unsightly manner after the active phase of constructing. For the purpose of interpreting this clause "the active phase of constructing" shall be limited to the period of up to 18 months from the day work is commenced in clearing for the foundations of the residence or other approved site improvements.

5. Exterior Finish. No building shall be left with an unfinished exterior. The exterior of buildings shall be kept in a proper state of repair and maintenance.

6. Preservation of Natural Environment. Existing stonewalls, ecology of watercourses, marshes and similar wetlands shall not be destroyed or removed. Declarant or the Board of Directors shall reasonably approve all land disturbances for areas of residence, driveways, and amenities.

7. Tanks, Other Storage, Generators, Clotheslines, and Trash Containers. No elevated tanks of any kind shall be erected, placed or permitted on any Lot, unless approved by the Board of Directors. Any generators and tanks, including fuel storage tanks, for use in connection with any residence, must be stored or screened, such as by vegetation, sufficient to conceal them from view from roadways, Lots and neighboring property. Trash containers must be kept out of sight and properly secured to include covers if stored outdoors to prevent trash from exiting the trash container due to wind or animals. All clothes lines, garbage cans, equipment, wood piles or storage piles shall be screened or otherwise located so as to be concealed from view from roadways, Lots and neighboring property. Plans for screening for any of these purposes must be approved by the Board of Directors prior to construction. No incinerator shall be erected or maintained on any Lot.

8. Clutter. No trash, leaf or brush piles, tools, garden equipment, lawn furnishings, cooking equipment, or children's playthings shall be allowed to accumulate on any Lot or the exterior of a residence in such a manner as to give an unsightly appearance, to create a nuisance, or depreciate the Subdivision.

9. Signs. Only standard real estate "for sale" signs, signs customarily placed on a property while work is actually being performed by painters or other paid trades people, or political signs prior to elections may be displayed on any Lot, and such signs shall be limited to one (1) sign not to exceed six (6) square feet in area. For any other signs, the size, form and number of same must be approved in writing by the Board of Directors prior to installation.

10. Upkeep of Lawns and Landscaping. All lawns and other suitable landscaped areas shall be maintained in an attractive manner. Only organic fertilizers may be applied by Owners to lawns. The use of non-organic fertilizer on any lawn, landscaped areas or common areas in the subdivision is strictly prohibited. No underbrush or other unsightly growth shall be permitted. Owners shall keep all lawn areas properly irrigated to keep them green and healthy, subject only to watering moratoriums imposed by the City of Manchester or the company supplying water to the Subdivision.

11. Walls and Fences. No boundary wall or fence shall be constructed with a height of more than eight (8) feet. No wall or fence of any height shall be constructed on any Lot until the height, type, design, and approximate location are approved in writing by the Board of Directors. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to heights shall be conclusively determined by the Board of Directors. No chicken wire fences, or other lightweight fencing shall be placed on a Lot where it can be seen from roadways, Lots or other Lots within the Subdivision.

12. Outdoor activity areas. Private swimming pools and tennis courts or similar areas for outdoor physical activities or games, if any, shall not be erected or constructed in the front of the main residence and in each event shall be fenced in accordance with applicable laws, rules and ordinances of the City of Manchester, New Hampshire. No above ground pools shall be erected on any Lot. No such areas for outdoor physical activities or games shall be allowed to become offensive to abutters or to become a nuisance by reason of noise.

13. Restriction on Commercial Use. The Subdivision shall be used for private residential purposes only and no commercial, manufacturing, or industrial use or other occupation whether for profit or not shall be permitted at any time. This shall not prevent an Owner of a residence from renting said property for residential use, consistent with zoning provisions of the City of Manchester, New Hampshire.

14. Domestic Help and Borders and Guests. Owners may house domestic help to include caretakers, childcare providers, groundskeepers, maids and butlers. An Owner, may, in his absence, rent his property for residential use subject to the restrictions herein. In such an event, the Lot Owner, his tenant and their families are subject to the restrictions herein.

Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

15. Motor Homes, Trailers, Unregistered Vehicles, Tarps, and Similar Products. No mobile home, motor home, trailer, car, boat, tarp, or other similar temporary or movable product or structure shall be erected, placed, or caused to remain upon any Lot if it can be seen at any time of year from any roadway, Lot within the Subdivision. No diesel truck, no truck larger than a one-half ton pickup and no commercial vehicle shall be parked or garaged in the Subdivision.

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

17. Piles of Natural or Man Made Material. No snow, ice, gravel, loam, compost, leaves, wood, fertilizers, other mineral waste products or commodity shall be piled or stored within twenty (20) feet of lines of adjoining properties and snow and ice shall not be deposited on public roads so as to create an obstruction to traffic or interfere with the view of adjoining property owners.

18. Peace and Quiet. No noise or disturbance shall be done, suffered or permitted on any Lot so as to constitute a nuisance to other Lot Owners in the Subdivision.

19. Domestic Animals. A Lot Owner shall be allowed to keep on his Lot common domestic household animals. In interpreting this clause, domestic animals shall be dogs, cats, hamsters, fish, turtles, birds and similar, commonly accepted household animals. Under no circumstances shall commercial dog kennels or veterinary hospitals be allowed. Outdoor cages, pens, dog runs, or other lines, which confine a dog or other domestic animal, are not permitted.

The type and number of all domestic household animals shall not be of a nature or number so as to cause a nuisance to the neighborhood. If pets create noise, are allowed to be outdoors except on a leash, or in any way create a disturbance or unpleasantness, the Board will be forced to rule that the pet must be removed. Pets shall not be allowed to relieve themselves on walks or paved streets or on property of other Owners. Each Owner shall hold the Association harmless against loss or liability for any actions of his pets with Woodland Pond.

20. Tenting. No permanent tenting is allowed. Temporary tenting shall be restricted so as not to be visible from adjoining properties, roads or Lots This in not meant to restrict tents for a special event such as a lawn party.

21. Antennas, Satellite Dishes, Windmills or Similar Structures. No radio antennas, satellite dishes, solar panels or similar structures shall be erected on any Lot so as to be visible from any road, Lot or adjacent property including any window of any other house in the Subdivision. Notwithstanding the foregoing, satellite dishes less than 18 inches in diameter (less than 254 square inches for non-circular dishes) may be observable from adjacent properties but may not be offensive. No windmills of any kind shall be permitted.

22. House Painting. Houses shall be painted with paint or stain in colors in harmony with the appearance of the Subdivision. Paint or stain colors shall be approved by the Board of Directors prior to painting. Houses shall be painted when needed to preclude any visible signs of peeling or other unsightly conditions from being seen from the road or adjacent properties.

23. Consolidation of Lots. An owner of contiguous Lots shall have the right to consolidate the Lots and no Owner may object to such consolidation.

24. Common Area. There should be no use of Common Property, which injures or scars the Common Property or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of Woodland Pond.

Signage for Woodland Pond at Manchester may be installed on such lots, to be maintained by the Association. The Association shall also maintain the landscaping and signage on those islands within the public streets and all the entrances to the Subdivision at the intersections with Countryside Boulevard.

25. Injurious Use. -No part or portion of any of the Lots within the Subdivision shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent Lots for residential purposes.

26. Complaints of Violations. Complaints of violations of these Rules and Regulations or of the Declaration shall be addressed in writing to the Board of Directors of the Association. The Board shall take whatever action it deems necessary or appropriate and such decision shall be binding on all the involved parties. The complaining party will be notified in writing as to what decision has been made.

27. Amendment. These Rules and Regulations may be revised in any way at any time by the Developer or the Board as conditions warrant, provided that a written communication is sent to each Owner advising of the change.

These Rules and Regulations shall be effective upon adoption by the Developer or the Association as the case may be. Adopted this 13 day of April, 2005.

ARTICLES OF AGREEMENT

Of THE

WOODLAND POND AT MANCHESTER HOMEOWNERS ASSOCIATION INC.

We, the undersigned, being persons of lawful age, do hereby associate ourselves together for the purpose of forming a voluntary corporation under the provisions of Chapter 292 of New Hampshire Revised Statutes Annotated and all amendments thereto, known as the Voluntary Corporation Law of New Hampshire, under the following Articles of Association.

ARTICLE I

The name of the corporation shall be the "Woodland Pond at Manchester Homeowners Association Inc."

ARTICLE II

The purposes for which this corporation is established shall be the following:

1. To act in all respects as a neighborhood homeowners' association for the purpose of maintaining and operating the drainage retention areas and other common facilities located within the area known as "Woodland Pond at Manchester" in Manchester, Hillsborough County, State of New Hampshire ("Woodland Pond"), which shall hereafter from time to time be made subject to a Declaration of Covenants and Restrictions to be recorded in the Hillsborough County Registry of Deeds ("Declaration") which Declaration provides for certain covenants and restrictions, a design review committee and for the automatic membership in the Association by each owner of the Lots in Woodland Pond and serving and promoting the safety, welfare, health and other interests of the lots within Woodland Pond and doing all other things and exercising all other powers as may be permitted by law. The Declaration also contains the By-laws of this corporation.

2. To levy periodic assessments against the members as more particularly provided in the Declaration of the corporation.

3. To purchase or otherwise acquire, hold, own, sell, encumber, mortgage, lease or otherwise deal in and with property of all kinds, real or personal, tangible or intangible, including without limitation, goods, wares, furniture, equipment, supplies and merchandise of any description and the securities and obligations of any issuer, whether or not incorporated; to finance and arrange the financing and borrowing of funds of any type necessary or convenient for the purposes of acquisition, construction, remodeling or reconstruction of any kind of the planting islands and acquisition of any personal property or services; to carry on any or all of the business of the corporation

as principal, agent or contractor; to carry on any other business incidental to and in furtherance of the foregoing; to have and exercise all the powers conferred by the laws of New Hampshire upon corporations formed under the Voluntary Corporation Law of New Hampshire; to do any or all things hereinbefore set forth in the same extent as natural persons might or could do; to do any and all other acts, matters and things necessary or incidental or convenient to these purposes which are not contrary to the laws of the State of New Hampshire.

4. The Association shall have the power to enforce the rights and obligations described in the Declaration.

ARTICLE III

The principal place of business of this corporation is 175 Highland Avenue, Needham, Massachusetts.

ARTICLE IV

Notwithstanding anything to the contrary in these Articles, no part of the net earnings of this corporation shall inure to any member of this corporation or other individual, except those benefits to members normally arising from the corporation's acquisition, construction, management, maintenance and care of corporation property and except for rebates of excess membership dues, fees or membership assessments. The corporation shall qualify as a "homeowners' association" as defined in Section 528 of the Internal Revenue Code or any successor or similar provision relating to the favorable tax treatment of this corporation.

ARTICLE V

In the event of liquidation or dissolution of the corporation, whether voluntary or involuntary, the assets of the corporation, after payment of all debts and obligations of the corporation shall be distributed to an appropriate public agency or utility or another corporation or an unincorporated association which represents all or most of the lots described in the above described plan for purposes comparable to those of this corporation.

ARTICLE VI

The corporation will indemnify and reimburse any person made a party to any action, suit or proceeding by reason of the fact that such party was or is a director or officer of the corporation against the amount of any judgment, money decree, fine, penalty or settlement for which he may have become liable and all expenses, including reasonable attorney's fees, actually incurred by him in connection with the defense or reasonable settlement of any such action, suit or proceeding or any appeal therein, except in relation to matters as to which such party is finally adjudged in such action '

suit or proceeding not to have acted in good faith in the reasonable belief that his action or failure to act was in the best interests of the corporation and except in relation to such matters as to which such indemnification would subject the corporation or corporation's management or both, to any excise or penalty tax under Section 4941 (d) or Section 4945 (d) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent Federal tax laws or to any other Federal or State tax. The corporation, in the discretion of the Directors of the corporation, is authorized to obtain an insurance policy or policies to insure the corporation against its indemnification obligations set forth in the preceding sentence and to insure the individual directors and officers of the corporation against loss, liability and expense of the kind described in the preceding sentence or both, provided that the maintenance of such policy or policies shall not constitute an action which would subject the corporation or its management to any excise or penalty tax under Section 4941 (d) or Section 4945 (d) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent Federal tax laws or to any other Federal or State tax.

ARTICLE VII

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) or more than five (5) Directors. The manner of election and the powers and duties of the Board of Directors shall be as set forth in the By-Laws and the Declaration.

ARTICLE VIII

Each owner of a Lot in Woodland Pond, including Woodland Pond at Manchester, LLC, so long as it owns any of the lots shall automatically be a member of the Association ("Member").

ARTICLE IX

This corporation shall not operate for profit. The assessments for common expenses will be determined with a view solely to defer actual and budgeted expenses of operations and to fund reasonable reserves for operating deficits, replacement of facilities or unforeseen contingencies, in the discretion of the Board of Directors of the corporation.

ARTICLE X

These Articles may be amended by the affirmative vote of a majority of the Directors at the time in office provided, however, that no amendment shall be effective to impair or dilute any rights of Owners that are governed by the Declaration and are part of the property rights created by the Declaration.

ARTICLE XI

The first meeting of the Incorporators shall be held at such time and place as they shall assemble together for that purpose.

The Incorporators of the Woodland Pond at Manchester Homeowners Association Inc., a voluntary corporation, organized under New Hampshire Revised Statutes Annotated Chapter 292 as amended.

Dated this _____ day of _____, 2003.

	NAME	ADDRESS
1.	_____ _____	_____ _____
2.	_____ _____	_____ _____
3.	_____ _____	_____ _____
4.	_____ _____	_____ _____
5.	_____ _____	_____ _____

Clerk's office, City of Manchester, New Hampshire, received and recorded this _____ day of _____, 2003.

City Clerk's Signature

City Clerk's Name (Please Print)