

**DECLARATION OF COMMON EASEMENT AND MAINTENANCE**

This Declaration executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by **ENGLISH HARBOUR ASSET MANAGEMENT LLC**, hereinafter referred to as “Declarant”,

WHEREAS, THE Declarant is the owner of that certain piece or parcel of land shown as Lots 50, 51, 52, 53, 54, 55, 56, 57 & 58 on a map or plan entitled \_\_\_\_\_ which maps have been filed in the land records of the Town of East Lyme on or about this date.

WHEREAS, said lots are to be served by common driveways as more particularly shown on said plans as “Driveway & Utility Easement Area” more particularly described on Exhibit A, and;

WHEREAS, said driveways are for the benefit of all of the specifically referenced lots described herein

WHEREAS, any drainage facilities or structures required in the future by the Town of East Lyme in the easement area would be for the benefit of the specific lots referenced as follows;

**EASEMENT A**

Driveway, Utility and Drainage Easement in favor of Lots 50 & 51 is 30' in width as is identified on the above referenced plan.

**EASEMENT B**

Driveway, Utility and Drainage Easement in favor of Lots 52, 53 & 54 is 30' in width as is identified on the above referenced plan.

**EASEMENT C**

Driveway, Utility and Drainage Easement in favor of Lots 56, 57 & 58 is 30' in width as is identified on the above referenced plan.

NOW THEREFORE, the following shall be the rights, responsibilities and burdens of each of said lots with regard to said common driveway;

1. Each of said lots shall be burdened and benefitted by the common driveway and stormwater drainage facilities and or structures as shown on the above-referenced plan or added hereafter as a requirement by the Town of East Lyme in conjunction with the issuance of building permit(s).
2. Said driveway shall be used by the respective lot owners for access to each of the individual lots and for the purposes of installation and maintenance of utilities serving such lots, and no individual lot may interfere with, block or

otherwise impede the access to any other lot over said common driveway. Said drainage facilities shall be used by respective lot owners for drainage of impervious surfaces.

3. Each of said lots shall share equally the obligation to maintain said common driveway including, but not limited to snowplowing, repairing and/or replacement of pavement, and landscaping and maintaining the landscaped area adjacent to the paved portion of the driveway and within such drainage facilities or structures as may be required by the Town of East Lyme as is referenced in paragraph 1 herein..
4. Each lot owner shall have one vote in determining the nature and extent of a required maintenance, repair and/or replacement, and the vote, either in person or by consent, of the majority of lot owners shall be sufficient to bind all lot owners with regard to any common expenses needed for the repair, replacement and/or maintenance of said common driveway and or drainage facilities or structures.
5. The successful party of any litigation regarding the obligations hereunder shall be entitled to all costs including reasonable attorney's fees.

The rights, responsibilities and benefits and burdens shall inure to the benefit of all of the above-referenced lots, and shall bind the Declarant, its successors and assigns, and shall be deemed a real covenant which shall run with the land.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

WITNESSED BY:

**ENGLISH HARBOUR ASSET MANAGEMENT LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Kristen T. Clarke, its Manager

DULY AUTHORIZED

\_\_\_\_\_

STATE OF NEW HAMPSHIRE            )  
  ) **ss:** \_\_\_\_\_  
COUNTY OF \_\_\_\_\_                )

Personally appeared, Kristen T. Clarke, Manager of English Harbour Asset Management LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_