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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

DECLARATION OF PROTECTIVE COVENANTS FOR CHESTNUT FOREST SUBDIVISION BARRINGTON, NEW HAMPSHIRE

WHEREAS, Chestnut Woods, LLC, a New Hampshire Limited Liability Company with a principal place of business at 7B Emery Lane, Stratham, New Hampshire 03855 (hereinafter called the "Declarant"), being the owner of real property located in the Town of Barrington, Strafford County, New Hampshire, being shown as Lots numbered 57-1 through 57-17 (collectively the "Property," individually a "lot" or "lots") on the plan entitled "Subdivision Plan of Land of _____ (Tax Map 220, Lot 0057) for Chestnut Woods, LLC, Tolend Road, Barrington, New Hampshire" by Doucet Survey, Inc., recorded in the Strafford County Registry of Deeds as Plan _____ (the "Plan"), do hereby make the following declarations as to limitations, restrictions, and uses imposed upon the Property, which declarations shall constitute covenants running with the land, as provided by law, and these covenants shall be binding upon all future owners of any portion of the Property.

1. **PURPOSE**. The purposes of these covenants are: to limit the use of the Property to single family residential purposes only; to preserve, insofar as is practicable, the natural beauty of the Property; to prevent nuisances; and to provide for quality improvements on each lot and thereby enhance the value of investments made by purchasers of the lots.

2. **DESIGN AND BUILDING PLAN APPROVAL**. For so long as the Declarant owns any lot subject to these covenants (including any lot hereafter subjected to these covenants), no building shall be built or altered upon any lot unless plans showing the building (or alterations), and the proposed location thereof upon the lot, have been approved by the Declarant. Upon sale of the last lot owned by the Declarant, plans for proposed buildings (or alterations) shall be approved by a majority of the Board of Directors of the Chestnut Forest Homeowners' Association. The Plans submitted must include: a site plan, and elevations showing exterior design of all sides of the building. Written approval shall not be unreasonably withheld and approval or denial shall be

rendered in writing within thirty (30) days of the date that complete plans are submitted to the Declarant. Construction shall be completed within twelve (12) months after commencement.

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3. **BUILDING TYPE AND USES**. No building shall be erected, altered, placed or permitted to remain on any lot other than: a single-family house with not less than 1,400 square feet of usable living space (not including basement or garage space) of a traditional colonial, cape, ranch, split entry, garrison or saltbox design, or such other design acceptable to the Declarant. An attached or detached garage and a storage or utility shed are also allowed, but not required.

No dwellings shall be used as boarding houses or tenement houses nor shall the owner of any Property offer bed and breakfast accommodations, so-called, or otherwise take in tenants. Nothing herein shall prohibit an in-law apartment or home office if allowed by the Town of Barrington zoning ordinances, but the use shall otherwise be restricted to single family residences.

Declarant reserves the right, in its sole discretion, to permit a single-family house of less than 1,400 square feet upon a determination by Declarant's project engineer that the site characteristics of a lot do not reasonably allow for the construction of a house of 1,400 square feet.

4. **LANDSCAPING**. Lots shall be suitably landscaped in reasonable conformity with the other lots in the development and such landscaping shall be completed within six (6) months after completion of the building. Each lot owner is responsible for maintaining the ROW area that abuts their lot frontage. For so long as the Declarant owns any lot subject to these covenants (including any lot hereafter subjected to these covenants), no fencing shall be erected upon any lot unless approved in writing by the Declarant which approval or disapproval shall be at the Declarant's sole and exclusive discretion.

5. **ADJUSTMENTS**. Lot line adjustments, which do not create an additional lot(s), are permitted.

6. **SUBDIVISION**. No lot shall be further subdivided. There shall be no further alteration of wetlands for lot development, driveways, culverts, or for septic setback except as permitted by the New Hampshire Department of Environmental Services.

7. **NUISANCES**. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which is an annoyance or nuisance to the other lots. Garbage, trash and other refuse shall be removed at regular intervals, and no dumping or burning of garbage, trash or other refuse shall be done on the lots, and all containers for such garbage, trash and other refuse shall be kept undercover, hidden from view, except for a reasonable time before removal.

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8. **LIVESTOCK AND POULTRY**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except typical household pets (such as dogs and cats and other animals which commonly reside inside a house).

9. **VEHICLES**. Unregistered motor vehicles and motor vehicles under repair shall be stored in a garage or other enclosed structure.

10. **RESTRICTED USES**. The following are allowed only if located to the rear of a lot and not readily visible from the road: clotheslines; swimming pools; racquet sport courts; antennae; dish or other satellite receiver for television and cable services; boat and recreational vehicle or equipment storage.

11. **ENFORCEMENT**. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction. The Declarant and any lot owner shall have the right, but not the obligation, to enforce these covenants. Any person violating these covenants shall be assessed costs and attorney's fees in any enforcement proceeding.

12. **SEPARABILITY**. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. **DURATION OF COVENANTS**. These covenants shall be binding for a period of thirty (30) years from the date this instrument is recorded in the Rockingham County Registry of Deeds. Thereafter, they shall be automatically extended without any documentation or any action of any person, for successive periods of ten (10) years each, unless terminated at the end of any such ten (10) year period by the affirmative vote or written election of owners representing not less than a majority of the lots subject to these covenants evidenced by an instrument reciting said election and recorded in the Rockingham County Registry of Deeds and signed by the owners so electing.

14. **AMENDMENT AND TERMINATION OF COVENANTS**. These covenants may be amended or terminated by the affirmative vote or written consent of the owners of not less than seventy-five (75%) percent of the lots subject to these covenants, provided that, if the Declarant owns any lot, the Declarant must consent in writing to the amendment or termination. Said amendment or termination shall be effective upon the filing in Rockingham County Registry of Deeds of an instrument reciting said amendment or termination and signed by the owners of not less than seventy-five (75%) percent of the lots subject to these covenants and the Declarant if the Declarant then owns a lot.

IN WITNESS WHEREOF, Chestnut Woods, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager on this _____ day of _____, 2015.

Chestnut Woods, LLC

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_____

By: Joseph Falzone, Duly Authorized Manager

STATE OF NEW HAMPSHIRE

_____, ss

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Chestnut Woods, LLC, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

_____

Notary Public:
My Commission Expires: