

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, **Tuck Realty Corporation**, a New Hampshire corporation, with a mailing address of 34 Raeder Drive, Stratham, New Hampshire 03885, for consideration paid, grants to the **RAMSDELL WOODS ASSOCIATION**, a New Hampshire non-profit corporation, with a mailing address of _____, Barrington, New Hampshire 03825 with **WARRANTY COVENANTS**, the following described premises:

One certain tract or parcel of land situated in the Town of Barrington, County of Rockingham, State of New Hampshire depicted as "Open Space" on a plan of land entitled "Conservation Subdivision, Ramsdell Woods, Tax Map 233, Lot 29 & 30, 27 Ramsdell Lane, Barrington, New Hampshire", dated 12/11/13 through revision #___ dated _____, prepared by Brown Engineering/Surveying and recorded in the Rockingham County Registry of Deeds as Plan No. D-_____ (hereinafter "Plan") (hereinafter the "Plan"), said parcel is more particularly bounded and described as follows:

INSERT METES AND BOUNDS DESCRIPTION

Said Open Space is subject to the Declaration of Protective Covenants for the Ramsdell Woods Subdivision recorded in the Rockingham County Registry of Deeds on _____ at Book _____, Page _____, which, by the acceptance and recording of this deed, the Grantee and its heirs, executors and assigns agree to be bound including, but not limited to, the following:

The Grantor on behalf of itself and its successors in interest covenants that the "Open Space" as depicted on the

Plan, is and shall forever be and remain subject to the following restrictions, which covenants and restrictions shall bind the Grantee, its successors in interest, and the Owner of each Subdivision Lot:

1. The purpose of the Open Space area depicted on the Plan is to retain the area forever in its undeveloped, scenic and open space condition and to prevent any use of the Open Space area that will significantly impair, or interfere with, its conservation value;

To protect the natural habitat of birds, animals, and the vegetation contained in the Open Space area; and

2. They shall be maintained in perpetuity as open space.
3. There shall be no motorized vehicles permitted upon the Open Space;
4. No structure or improvement of any kind, size or shape shall be constructed, placed or introduced onto the Open Space area.
5. No filling or excavation of soil or other alteration of topography or cutting or removal of standing trees shall be allowed, except those that present an imminent threat to person or property. In addition, trees may be removed in accordance with accepted silva cultural practices as outlined in the publication entitled Good Forestry Practices in the Granite State by the Society for the Protection of NH Forests. No disturbance of other natural features shall be allowed unless such activities are commonly necessary to maintain the existing natural environment of the open space.
6. There shall be no dumping or depositing of trash, debris, stumps, yard waste, hazardous fluid or materials, vehicle bodies or parts within the Open Space area.

7. No discharge of firearms or shooting with a bow and arrow or trapping of animals shall be permitted upon the Open Space in violation of RSA 207:3-a, as amended.
8. The "Open Space" area comprises the Common Area of the Subdivision. As such, maintenance, if any, in the Open Space area will be performed pursuant to the provisions of the Declaration and the Bylaws. Costs for the maintenance, monitoring and annual reporting of the Open Space Areas will be treated as a Common Expense and paid by the Lot Owners in accordance with the provisions of the Declaration. The term maintenance shall include monitoring and reporting of the conditions of the open space requirements by the Association or by the Town of Barrington. The Association will be responsible for annually monitoring the Open Space area and reporting any violations to the Town of Barrington.
9. Such reasonable rules and regulations as may from time to time be promulgated by the Homeowners Association for "open space recreational uses."
10. Access to the Open Space shall be as depicted on the Plan.
11. The Open Space shall be used only by Lot Owners and their guests and invitees.

The above conservation restrictions are meant to protect the land as open space as required as part of an Conservation Subdivision granted by the Barrington Planning Board. This approval, under Article 6 of the Barrington Zoning Ordinance (2013 Version), is part of an innovative land use control as authorized by RSA 674:21. As such, these restrictions shall be interpreted to create an Enforceable Development Restriction in accordance with RSA 674:21-a. The purpose of these restrictions is to prevent future development, provide a conservation restriction on the portion of the parcels subject to said conservation restrictions and provide enforcement authority to the Town as provided for in RSA 674:21-a.

ENFORCEMENT

The burden of these restrictions shall run with the land and be enforceable by any present or future owners of any lot within the subdivision, or by the Ramsdell Woods Homeowners Association, or by any official of the Town of Barrington, however, the Town of Barrington shall not be deemed to have any obligation with respect to such enforcement.

VIOLATION OF RESTRICTIONS

- i. In the event that a violation of any provision of this Declaration of Open Space comes to the attention of the owner of any lot within the subdivision or the Town of Barrington, the party allegedly causing such violation shall be notified in writing of the nature of such violation, which notice shall be delivered in hand or by certified mail, return receipt requested.
- ii. Said party shall have ten (10) days after receipt of such notice to undertake appropriate actions including restoration, which are reasonably calculated to swiftly cure the conditions constituting the violation.
- iii. If said party fails to take such curative action, the owner of any lot within the subdivision may undertake any actions that are reasonably necessary to cure the violation, including the filing of appropriate legal action to enjoin prohibited conduct; the cost of any curative measure, including reasonable attorney's fees, shall be paid by the violating party.

SUBJECT TO any easements of record and the easements, conditions and restrictions shown and noted on the Plan including, but not limited to the following:

1. Such protective well radius easements as shown and noted on the Plan;

3. A 20' Wide Slope, Grading, Drainage, Landscape and Utility Easement Parallel to the Proposed Right of Way along

_____ Way to benefit the Home Owner's Association and the Town of Barrington as shown and noted on said Plan;

4. Drainage Easements as shown and noted on said Plan.

Acceptance of any deed that includes land over which the Open Space lie as shown on said Subdivision Plan constitutes acknowledgment by the purchaser of the existence of this restriction and agreement to be bound by it and that said purchaser will not take any action which might violate any provision herein.

Meaning and intending to describe and convey a portion of the premises conveyed to Tuck Realty by Warranty Deed of George & Gary Ramsdell, dated _____, 2014 and recorded in the Rockingham County Registry of Deeds at Book _____, Page _____.

EXECUTED this _____ day of _____, 2014.

TUCK REALTY CORPORATION

Witness

By: _____
W. Turner Porter, Jr.
Manager, Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this _____ day of _____, 2014, before me, personally appeared W. Turner Porter, Jr., in his capacity as Manager of Tuck Realty Corp, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company.

Notary Public/Justice of the Peace