

**DECLARATION OF
RESTRICTIVE COVENANTS
RAMSDELL WOODS SUBDIVISION
BARRINGTON, NEW HAMPSHIRE**

NOW COMES TUCK REALTY, LLC (hereafter referred to as Tuck or Developer or Subdivider and at all times including any entity or individual to whom Tuck may assign its rights as developer/subdivider)owner of all of the lots in a subdivision known as Ramsdell Woods Subdivision as shown on a plan 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") and hereby submits all of the fourteen lots (1 through 14) in the subdivision (hereinafter the "Subdivision Lots") to the following restrictive covenants, which covenants shall run with the land, in perpetuity.

1. APPLICABILITY.

Each and every owner of the Subdivision Lot, hereinabove made subject to these covenants, in accepting a deed or contract for any of said lots, agrees for himself or herself, his or her heirs, executors, administrators, successors or assigns, to be subject to these Restrictive Covenants.

Every purchaser of an unimproved lot, as a condition of taking title to the lot, shall sign a Compliance and Disclosure Agreement prepared by TUCK REALTY, LLC in the form attached to these Restrictive Covenants. Said Compliance and Disclosure Agreement will include any modifications which may be made to these Restrictive Covenants by TUCK REALTY, LLC subsequent to the recording of these covenants.

This provision shall apply to all purchasers of unimproved lots whether the lot was sold to such purchaser by TUCK REALTY, LLC or any transferee of said entity.

2. USE OF LOTS.

a. The Subdivision Lots in the subdivision shall be used only for single family residential purposes. Commercial or business use of any nature or kind shall not be permitted unless such use conforms with the Town of Barrington zoning ordinance as a home occupation.

b. Further subdivision, excepting annexation or a lot line adjustment, of the any of the lots is expressly prohibited.

3. CONSTRUCTION TIME.

a. Construction of a dwelling shall commence no later than twenty four (24) months after the conveyance of a lot by Tuck to any purchaser, unless extended in writing for a particular lot. Tuck reserves the right to waive this provision.

b. When the construction of the buildings on the premises is begun, work shall continue without significant interruption and shall be completed not more than ten (10) months from commencement date and prior to issuance of an occupancy permit. Application for extension of the ten month period may be made to Tuck, its successors or assigns. Such extension will not be unreasonably withheld, provided that the lot owner provides a specific time frame in which completion of construction is expected to occur. If the work is not completed within the ten (10) month period and prior to an occupancy permit being issued, the owner of the dwelling or structure shall be subject to penalty assessments as provided in these covenants until completion of the work.

4. OUTBUILDINGS, ADDITIONAL STRUCTURES, ETC.

a. Garages. Each single family dwelling shall have a private garage attached to the dwelling unit for not less than two cars. The garage must be built at the time of construction of the dwelling. Tuck shall retain the right to determine placement of the garage when reviewing plans submitted.

b. Fuel Storage. No fuel tanks or similar storage receptacles may be exposed to view from the road and may be

installed only within a screened area as approved by Tuck or the Homeowners Association or buried under ground.

c. Each residence shall have a paved driveway.

5. SIZE OF DWELLINGS.

Each single family dwelling unit shall have a gross living area of not less than 1,400 square feet not including attic, basement, garage, porches, or breezeways. If the dwelling is less than 2,000 square feet total, the first floor minimum area shall be 1,000 square feet of finished space. A single story house shall also have a minimum of 1,400 square feet not including attic, basement, garage, porches, or breezeways.

6. DESIGN AND PLAN APPROVALS.

a. All buildings and structures shall be architecturally designed in keeping with traditional styles. Approval of the plans and specifications of all residences and other structures shall be by Tuck, in its sole and absolute discretion, for as long as Tuck is the owner of any lot in the subdivision. At such time as Tuck conveys its last lot, the responsibility and/or authority for any architectural approvals in accordance with these restrictive covenants shall become the responsibility of the Homeowners Association. Tuck reserves the right to turn over responsibility for architectural approvals to the Association at any time prior to its conveyance of the last lot it owns.

b. No construction of any kind shall be commenced on any lot nor shall any exterior addition or change or alteration be made to any structure nor shall utility lines be erected or installed until plans for the foregoing have been approved in writing by Tuck. A copy of any approved plans shall be provided to Tuck for its records.

c. Tuck shall have no liability to any lot owner or any other individual except for bad faith exercise of its rights to make decisions regarding approval of plans as specified in these covenants. Upon relinquishment of responsibility for approvals to the Homeowners Association, Tuck shall have no liability of any kind for any actions taken by the Association. By acceptance of a deed to a lot, the lot owner(s) agree to indemnify and hold Tuck harmless with respect to any expenses incurred or monies paid as a result of any claim, lawsuit or damages resulting from the approval process. The Homeowner's

Association likewise agrees to indemnify and hold Tuck harmless from any claims by individual owners for actions by Tuck relating to the approval process except for bad faith by Tuck.

7. PLANS REQUIRED.

Prior to commencement of construction on each Lot, the lot owner shall submit to Tuck, or its designee, for approval, some or all of the following as requested by Tuck:

a. A site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting.

b. Floor plan for the dwelling showing a minimum of 1,400 square feet of living space;

c. Elevation plans showing all facades of all buildings on the lot;

d. Exterior color scheme for the dwelling and appurtenant structures. If the color is not approved with plan submittal or prior to beginning painting of the house, then the color will be a neutral earth tone.

e. Tuck, in its sole and absolute discretion, reserves the right to approve alternate architectural features in keeping with the character and quality of the subdivision.

8. FENCES.

a. Fences may be placed no closer than three (3) feet from any lot line. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved tennis court layout or swimming pool enclosure. No fence shall be constructed between the front plane of any house and the street unless approved by Tuck. All fences shall be constructed with finished side facing away from the dwelling.

Notwithstanding the above, Tuck, or the Homeowners Association upon transfer of Tuck's rights to the Association, may place ornamental posts and fencing along the entrance of the subdivision and portions of the roadway in proximity to the entrance to enhance the aesthetics of the road.

b. A lot owner wishing to install any fence shall submit a drawing of such fencing and a sample of materials to be used

to Tuck prior to installation. No such fence shall be installed without obtaining Tuck's approval.

9. SIGNS.

No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained on any lot or improvement except for a single sign no larger than four square feet advertising a lot or house for sale. Also permitted shall be a sign no larger than four square feet bearing the name of the builder of a dwelling during construction.

10. NO VEHICLE STORAGE.

No off-road vehicles or snowmobiles shall be used on the premises or in any open space/deed restricted areas nor shall any such vehicles nor any commercial vehicles, pleasure or commercial boats, motor homes, campers, trailers, be kept on the premises except out of sight of the roadway or in a neat and orderly manner conforming to these covenants. Unregistered or uninspected automobiles or automobiles being repaired, refinished or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure or out of sight from the road.

11. ANIMALS.

No farm animal or fowl shall be maintained on any lot. A reasonable number of household pets shall be allowed, but shall not be bred or maintained for purposes of resale.

No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

12. BUILDING AND SITE MAINTENANCE.

a. During construction, materials shall be neatly stacked or placed within the immediate area of the incomplete structure. Stockpiling of materials, and parking of construction vehicles and equipment when not in use, shall be no closer than 20 feet from the roadway. Construction workers' vehicles shall be parked off of the public road whenever possible. Construction debris shall be kept in a dumpster and Tuck or the Homeowners Association shall have the right to impose additional reasonable controls on construction. The owner on whose lot construction is taking place, along with the builder, shall be responsible for compliance with the provisions of this paragraph.

b. Owners of vacant lots, lots with houses under construction, and lots with finished homes shall at all times keep and maintain their property in an orderly manner, not permit lawns to become overgrown, and prevent any accumulation of rubbish or debris on the premises. Front yards shall be free of unattended lawn chairs, swing sets, swimming pools and the like.

13. TREE REMOVAL AND LANDSCAPING.

a. Tuck may plant trees and install landscaping, as it deems appropriate, along the front lot line of each lot. Homeowners will be required to maintain that landscaping and will only remove landscaping from that area with permission from Tuck or the Homeowners Association after control of the subdivision has been turned over to the Homeowners Association.

b. No trees shall be cut within fifteen (15) feet of any property line including the lot frontage on the roadway, without the express approval of Tuck.

c. Each owner shall

(1) loam and seed all disturbed areas after construction,

(2) install a front walk using suitable materials such as blue stone, flagstone, brick, etc.

(3) plant a minimum of eight 2-foot tall shrubs along the front plane of the dwelling.

14. ADDITIONAL RESTRICTIONS.

The following activities are prohibited on individual lots and in the designated open space area:

a. Clotheslines;

b. Above-ground swimming pools in front of the house or visible from the road;

c. Antennas or satellite dishes with diameters larger than 24 inches;

d. Additions, sheds or outbuildings or appurtenances unless prior approval has been obtained;

e. Any basketball hoops, soccer nets or other personal property in the cul-de-sac right of way;

f. There shall be no filling of wetlands.

15. HOMEOWNERS ASSOCIATION.

When established the Association may be either an unincorporated or an incorporated association. The terms, Homeowners Association, Ramsdell Woods Association and Association are all used interchangeably." The Association shall have the responsibilities and powers specified in these covenants. Tuck shall have the right to convey common areas and easement areas and turn over responsibility for maintenance of common areas and easement areas to the Homeowners Association at any time after sale of eight (8) lots by written notice to all owners of record to occur no later than thirty (30) days after transfer of last lot.

The homeowners association shall be responsible for the cost of plowing the roadway until such time as the Town of Barrington accepts the roadway as a public road. Such funds shall be collected as part of the assessments described in Paragraph 18 below. In the event that such collected fees are insufficient to fund maintenance and plowing costs during the year following the installation of the binder coat for the roadway, then Tuck shall fund the balance of said costs during this time period only.

16. COMMON AREAS AND LANDSCAPING, SLOPE, UTILITY, LIGHTING GRADING AND DRAINAGE EASEMENT AREAS.

a. Tuck has reserved "DRAINAGE EASEMENT" as depicted on the Subdivision Plan. These Drainage Easement Areas are located on Lots 7, 8 and Open Space all as shown on said Plan. Said Drainage Easement is for the proper drainage of the roadway.

b. Tuck has also reserved "SLOPE, GRADING, DRAINAGE LANDSCAPE AND UTILITY EASEMENT" being twenty (20) feet wide running parallel with the roadway. Developer intends to install ornamental street lighting within those easement areas on certain Lots which have not yet been specified pending construction of the roadway. Any lighting installed and any work to maintain or repair the lighting shall minimize disturbance to and will not interfere with the drainage function on said areas.

c. Tuck intends to install landscaping and possibly ornamental fencing, granite posts and lighting in the above SLOPE, GRADING, DRAINAGE LANDSCAPE AND UTILITY EASEMENT. Tuck initially, and the Homeowners Association after control is relinquished to it, shall regularly maintain the landscaping and shall replace any diseased or dead plantings, shrubs or trees and shall maintain any fencing or granite posts in good order and repair. The Association shall also maintain, repair and be responsible for the operation, including but not limited to the electrical service required to operate said lighting and irrigation associate with said landscaping, as required at the sole discretion of the Association.

d. Any disturbance to the lots on which any of the above easements are situated which occurs as a result of maintaining the easements, whether done by Tuck, its agents or the Association, shall be reasonably restored by the Association to the condition in which it existed prior to the maintenance being undertaken.

e. Tuck and the Homeowners' Association shall indemnify and hold harmless the lot owners on whose property the above easements are located from any claims arising out of the use of said landscaping easement areas, except for acts which are the fault of said owners, their guests or invitees.

f. Tuck initially and the Homeowner's Association after control is relinquished to it, shall be responsible for arranging for liability insurance for all easement areas and common areas with minimum limits of \$1,000,000.00 per occurrence.

g. All of the above easements together with the Common Area depicted on the Plan will be maintained by Tuck initially, and the Homeowners Association after control is relinquished to it, with the exception of the drainage easements which shall be the responsibility of the Homeowners Association until such time as the Town accepts the drainage easement areas which are associated with the roadway. Should the Town not accept the easements, then the Homeowners Association shall continue to be responsible for maintenance of said easements.

17. COVENANTS REGARDING OPEN SPACE.

SECTION A. The Declarant on behalf of itself and its successors in interest covenants that "Open Space Area" as

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

1. The purpose of the Open Space Area after completion of the proposed improvements depicted on the Subdivision Plan is to retain the area forever in its undeveloped, scenic and open space condition and to prevent any use of the Open Space Areas 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. It 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. Upon completion of the proposed improvements depicted on the Plan, 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 other provisions of this Declaration and the Bylaws. Costs for the maintenance, monitoring and annual reporting of the Open Space Area will be treated as a Common Expense and paid by the Lot Owners in accordance with the provisions of this 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 Area shall be as depicted on the Plan.
11. The Open Space Area 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.

B. 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. The Homeowners Association shall maintain sufficient funds in a dedicated account for annual monitoring, reporting and enforcement purposes.

C. 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.

D. ACCEPTANCE BY PURCHASER.

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.

18. COMMON AREA FEES AND ASSESSMENTS.

a. The cost for maintenance of, and liability insurance for applicable easement areas and common areas shall be the responsibility of the Homeowners Association regardless of whether the maintenance function is performed by Tuck or the Association. Lot owners shall be assessed for such costs as provided below.

b. All fees and assessments, together with interest and costs of collection, shall be the personal obligation of the person who was the owner of a lot at the time when the fee or assessment became due. In the case of co-ownership of a lot, all co-owners of the lot shall be jointly and severally liable for the entire amount of the fees and assessments.

c. Once Tuck has turned over responsibility for maintenance to the Association, the Association shall have the power to establish the annual budget and assess common area fees for the purpose of maintaining these common areas. At such time as the annual budget is set by Tuck or voted by the Association, all owners of each lot shall be obligated for an equal portion of the budget to be paid within 30 days of notification of the amount due or in such other reasonable manner as specified by Tuck or the Association.

d. If the assessment is not paid within thirty (30) days after the due date, interest shall accrue at the rate of 1.5 percent per month on the outstanding balance and the Association may bring an action against the owner(s) personally obligated to pay the same and place a lien against the lot, and there shall be added to the amount due all costs and expenses incurred, including reasonable attorneys' fees. Upon written request of an owner, the Association shall provide a statement of the status of a lot owner's common area maintenance account to any prospective purchaser of that owner's lot or a lending institution specified by the owner.

e. The initial common area maintenance fee shall be \$500.00 per year (June 1 to May 31) per lot payable on June 1st of each year or at the time of purchase of any lot. Tuck, or the Association once responsibility is transferred to it, shall have the authority to adjust the amount of the annual assessment each year based upon the projected budget for the year.

19. **GENERAL PROVISIONS.**

a. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect for a period of twenty-five (25) years from the date of recording after which said covenants will be automatically extended for successive periods of ten (10) years.

b. Tuck , as long as it owns an interest in any lot or remains obligated for any development work, reserves the right to itself, its agents, employees, contractors, and subcontractors, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the subdivision as well as to abate, remove, or correct any violations of these restrictions, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong. However, the provisions of this paragraph shall not be deemed to obligate Tuck to in fact take such action once it has turned over authority or responsibility for enforcement of these covenants to a successor subdivide/ developer or to the Homeowners Association.

c. The foregoing covenants, conditions, reservations, and restrictions may be amended by an instrument signed by Tuck, as long as it owns any lot in the subdivision. Upon sale of Tuck's last lot or voluntary relinquishment of this right to amend, amendment will then be by a vote of two-thirds of the then owners of the lots within said subdivision agreeing to change said covenants in whole or in part. Any amendment to these covenants shall be recorded in the Rockingham County Registry of Deeds.

d. Tuck or the Homeowners Association upon Tuck's relinquishment of the enforcement rights, shall have the right to assess a penalty in the amount of One Hundred (\$100.00) dollars per day for the violation or breach of any of these covenants, conditions, reservations, or restrictions upon failure of a lot owner to cure such violation after reasonable notice to the violator.

e. Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

f. Failure to specifically refer to and include or incorporate these covenants in deeds to any lot shall not in any

manner affect the validity and effectiveness of these restrictions.

g. Notices provided for in these covenants shall be served by being delivered by hand or mailed to the dwelling on any lot, or to such other address or location as a lot owner may have specified in writing to Tuck or to the Association. Such notice shall also be deemed delivered if properly addressed and sent by first class mail except in a case where the penalty assessment provisions of these covenants may be invoked for failure to comply, in which case such notice shall be sent by certified mail, return receipt requested, and shall be deemed received upon signing of the receipt or five (5) days after the first notice of attempt to deliver certified mail.

h. At the time of closing, each lot owner shall sign a Disclosure and Compliance Agreement indicating receipt of and review of these covenants, and such other matters as in Tuck 's reasonable judgment are appropriate to be contained in the Disclosure and Compliance Agreement.

i. Tuck reserves the right to add additional land to the subdivision, which land may be divided into additional lots. Tuck may exercise this right at any point before responsibility for maintenance of drainage and landscape easement areas are transferred to the Homeowners Association pursuant to the provisions of Section 15 of these Covenants. Tuck shall also have the option of exercising this right after responsibility for maintenance of drainage and landscape easement areas are transferred to the Homeowners Association pursuant to the provisions of Section 15 of these Covenants. The additional lots may be on land abutting the subdivision property or land in close proximity to the subdivision property which may be subdivided and connected to the subdivision roadway. In such event, these covenants may be modified by Developer, if necessary to accommodate the additional lots. In no event, however, shall the covenants governing the additional lots be less restrictive than the provisions of these covenants with respect to the residential use of lots, the size, kind and quality of residential structures which may be placed upon lots, the approval requirements for plans and construction procedures, and the landscaping requirements.

These covenants were executed by TUCK REALTY, LLC on this
_____ day of _____, 2014.

Tuck Realty, LLC

Witness

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

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Sworn and subscribed to on this date, before me on this
day of _____, 2014, by W. Turner Porter,
Jr., Manager of Tuck Realty, LLC, a New Hampshire limited
liability company, on behalf of said LLC.

Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires: _____