

# Project Application

## Land Use Department

P.O. Box 660; 333 Calef Hwy, Barrington, NH 03825 ♦ Phone: 603-664-5798 ♦ Fax: 603-664-0188

*223 26 & 24 - RC - 19 - Sub*

**Case Number:** \_\_\_\_\_ **Project Name:** The Ledge at Green Hill **Date** 5/7/19

Staff Signature required PRIOR to submittal

PRELIMINARY APPLICATION: Preliminary Conceptual Review \_\_\_ Design Review \_\_\_ Development of Regional Impact \_\_\_

**FORMAL APPLICATION:**

Subdivision Type: Major X Minor \_\_\_ Conventional \_\_\_ Conservation X  
 Site Plan Review: Major \_\_\_ Minor \_\_\_  
 Conditional Use Permit \_\_\_ Sign Permit \_\_\_ Boundary Line Adjustment \_\_\_ Special Permit \_\_\_  
 Change of Use \_\_\_ Extension for Site Plan or Subdivision Completion \_\_\_  
 Amendment to Subdivision/Site Plan Approval \_\_\_ Other \_\_\_

**Project Name:** Subdivision for Harbor Street Limited Partnership **Area (Acres or S.F)** 211.76 ac  
**Project Address:** Route 125 /Calef Highway  
**Current Zoning District(s):** Regional Commercial **Map(s)** 223 **Lot(s)** 26 & 24  
**Request:** hearing for a 55-lot open-space residential subdivision, and 5-commercial lots.

The property owner shall designate an agent for the project. This person (the applicant) shall attend pre-application conferences and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required.  
 All contacts for this project will be made through the *Applicant* listed below.

**Owner:** Paul Helfgott, Rina Myhre & Carol Ledoux  
 Company \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: 4216 Alta Vista Ct, Oceanside, CA 92057

**Applicant (Contact):** (Joseph Falzone)  
 Company Harbor Street Limited Partnership  
 Phone: 603-772-9400 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: 7B Emery Lane, Stratham, NH 03885

**Developer:** Same as Applicant  
 Company \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Architect:** \_\_\_\_\_  
 Company \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Engineer:** Christian O Smith, PE & Scott D. Cole  
 Company Beals Associates, PLLC  
 Phone: 603-583-4860 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: 70 Portsmouth Ave, Stratham, NH 03885

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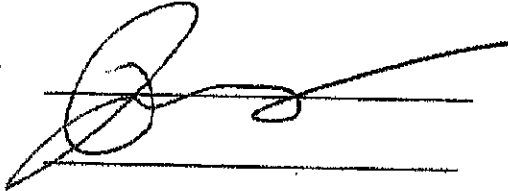
*see letters attached*  
 Owner Signature \_\_\_\_\_  
 Staff Signature Marcia Passes

Applicant Signature Joseph Falzone  
 Date 5/14/19

**LETTER OF AUTHORIZATION**

I, Rina Myhre, Carol H. LeDoux and Paul C. Helfgott owners of property located at Rt-125 in Barrington, NH, consisting of 212+/- acres ±, do hereby authorize Beal's Associates, PLLC, 70 Portsmouth Avenue, Stratham, NH, and Joseph Falzone of Office Account LLC. of Stratham, NH to act on my behalf in all matters to be discussed at the Planning Board hearings and any other Land Use Board approval hearings, or State/Federal Permitting Agencies concerning the property previously mentioned.

I hereby appoint Beal's Associates, PLLC and Joseph Falzone to act on my behalf in the permitting process.

<u>PAUL C. HELFGOTT</u>		<u>9.26.18</u>
_____	_____	_____
_____	_____	_____

Witness

Date

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**LETTER OF AUTHORIZATION**

I, Rina Myhre, Carol H. LeDoux and Paul C. Helfgott owners of property located at Rt-125 in Barrington, NH, consisting of 212+/- acres ±, do hereby authorize Beal's Associates, PLLC, 70 Portsmouth Avenue, Stratham, NH, and Joseph Falzone of Office Account LLC. of Stratham, NH to act on my behalf in all matters to be discussed at the Planning Board hearings and any other Land Use Board approval hearings, or State/Federal Permitting Agencies concerning the property previously mentioned.

I hereby appoint Beal's Associates, PLLC and Joseph Falzone to act on my behalf in the permitting process.

Rina Myhre

09/25/2018

Carol H LeDoux

09/25/2018

Witness

Date

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**Subdivision, Site Review, and Lot Line Adjustment Application Check List**  
**Barrington Planning Board**  
**Adopted January 20, 2009**

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This checklist is intended to assist applicants in preparing a complete application for subdivision as required by the Barrington Subdivision Regulations and must be submitted along with all subdivision applications. An applicant seeking subdivision approval shall be responsible for all requirements specified in the Barrington Subdivision Regulations even if said requirements are omitted from this checklist.

An applicant seeking subdivision approval shall be responsible for providing all the information listed in the column below entitled "Subdivision" and should place an "x" in each box to indicate that this information has been provided. If an item is considered unnecessary for certain applications the "NA" box should be marked instead indicating "Not Applicable". Only certain checklist items are required for lot line adjustments, as noted by the applicable check boxes below.

Check The Appropriate Box or Boxes Below:						
<input type="checkbox"/> Lot Line Relocation See Section I & II	<input type="checkbox"/> Site Plan See Sections I & II	<input checked="" type="checkbox"/> Subdivision Plan See Sections I, II, III, IV & V				
			Provided	NA		
<b>Section I.</b>						
<b>General Requirements</b>						
1. Completed Application Form			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Complete abutters list			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Payment of all required fees			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4. Five (5) full size sets of plans and six (6) sets of plans 11" by 17" submitted with all required information in accordance with the subdivision regulations and this checklist			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Copies of any proposed easement deeds, protective covenants or other legal documents			<input type="checkbox"/>	<input type="checkbox"/>		
6. Any waiver request(s) submitted with justification in writing			<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Technical reports and supporting documents (see Sections IX & X of this checklist)			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Completed Application Checklist			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Section II.</b>						
<b>General Plan Information</b>						
1. Size and presentation of sheet(s) per registry requirements and the subdivision regulations			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Title block information:			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Drawing title			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Name of subdivision			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Location of subdivision			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. Tax map & lot numbers of subject parcel(s)			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. Name & address of owner(s)			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. Date of plan			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. Scale of plan			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Sheet number			<input checked="" type="checkbox"/>	<input type="checkbox"/>		
i. Name, address, & telephone number of design firm			<input checked="" type="checkbox"/>	<input type="checkbox"/>		

j. Name and address of applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Revision block with provision for amendment dates	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4. Planning Board approval block provided on each sheet to be recorded	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Certification block (for engineer or surveyor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6. Match lines (if any)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7. Zoning designation of subject parcel(s) including overlay districts	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Minimum lot area, frontages & setback dimensions required for district(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. List Federal Emergency Management Agency (FEMA) sheet(s) used to identify 100-year flood elevation, locate the elevation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10. Note the following: "If, during construction, it becomes apparent that deficiencies exist in the approved design drawings, the Contractor shall be required to correct the deficiencies to meet the requirements of the regulations at no expense to the Town."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11. Note the following: "Required erosion control measures shall be installed prior to any disturbance of the site's surface area and shall be maintained through the completion of all construction activities. If, during construction, it becomes apparent that additional erosion control measures are required to stop any erosion on the construction site due to actual site conditions, the Owner shall be required to install the necessary erosion protection at no expense to the Town."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. Note identifying which plans are to be recorded and which are on file at the town.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. Note the following: "All materials and methods of construction shall conform to Town of Barrington Subdivision Regulations and the latest edition of the New Hampshire Department of Transportation's Standard Specifications for Road & Bridge Construction."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. North arrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
15. Location & elevation(s) of 100-year flood zone per FEMA Flood Insurance Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16. Plan and deed references	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
17. The following notes shall be provided:	<input type="checkbox"/>	<input type="checkbox"/>		
a. Purpose of plan	<input type="checkbox"/>	<input type="checkbox"/>		
b. Existing and proposed use	<input type="checkbox"/>	<input type="checkbox"/>		
c. Water supply source (name of provider (company) if offsite)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
d. Zoning variances/special exceptions with conditions	<input type="checkbox"/>	<input type="checkbox"/>		
e. List of required permits and permit approval numbers	<input type="checkbox"/>	<input type="checkbox"/>		
f. Vicinity sketch showing 1,000 feet surrounding the site	<input type="checkbox"/>	<input type="checkbox"/>		
g. Plan index indicating all sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
18. Boundary of entire property to be subdivided	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
19. Boundary monuments	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Monuments found	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Map number and lot number, name addresses, and zoning of all abutting land owners	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Monuments to be set	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
20. Existing streets:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Name labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Status noted or labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Right-of-way dimensioned	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. Pavement width dimensioned	<input type="checkbox"/>	<input type="checkbox"/>		
21. Municipal boundaries (if any)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
22. Existing easements (identified by type)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
A) Drainage easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
B) Slope easements(s)	<input type="checkbox"/>	<input type="checkbox"/>		
C) Utility easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
D) Temporary easement(s) (Such as temporary turnaround)	<input type="checkbox"/>	<input type="checkbox"/>		

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E) No-cut zone(s) along streams & wetlands ( as may be requested by the F) Conservation Commission)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
G) Vehicular & pedestrian access easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
H) Visibility easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
I) Fire pond/cistern(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
J) Roadway widening easement(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
K) Walking trail easement(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
a) Other easement(s) Note type(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
23. Designation of each proposed lot (by map & lot numbers as provided by the assessor)	<input type="checkbox"/>	<input type="checkbox"/>		
24. Area of each lot (in acres & square feet):	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Existing lot(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Contiguous upland(s)	<input type="checkbox"/>	<input type="checkbox"/>		
25. Wetland delineation (including Prime Wetlands):	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Limits of wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Wetland delineation criteria	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Wetland Scientist certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
26. Owner(s) signature(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
27. All required setbacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
28. Physical features	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Wells	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Septic systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
d. Stone walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. Paved drives	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
f. Gravel drives	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
29. Location & name (if any) of any streams or water bodies	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
30. Location of existing overhead utility lines, poles, towers, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
31. Two-foot contour interval topography shown over all subject parcels	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
32. Map and lot numbers, name, addresses, and zoning of all abutting land owners	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Section III</b>				
<b>Proposed Site Conditions Plan</b>				
<b>(Use Sections I General Requirements &amp; Section II General Plan Information)</b>				
1. Surveyor's stamp and signature by Licensed Land Surveyor	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Proposed lot configuration defined by metes and bounds	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Proposed easements defined by metes & bounds. Check each type of proposed easement applicable to this application:	<input type="checkbox"/>	<input type="checkbox"/>		
a. Drainage easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
b. Slope easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
c. Utility easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
d. Temporary easement(s) (such as temporary turnaround)	<input type="checkbox"/>	<input type="checkbox"/>		
e. Roadway widening easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
f. Walking trail easement(s)	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other easement(s) Note type(s)	<input type="checkbox"/>	<input type="checkbox"/>		
4. Area of each lot (in acres & square feet):	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Total upland(s)	<input type="checkbox"/>	<input type="checkbox"/>		
b. Contiguous uplands(s)	<input type="checkbox"/>	<input type="checkbox"/>		
5. Proposed streets:	<input type="checkbox"/>	<input type="checkbox"/>		
a. Name(s) labeled	<input type="checkbox"/>	<input type="checkbox"/>		
b. Width of right-of-way dimensioned	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Pavement width dimensioned	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

6. Source and datum of topographic information (USGS required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7. Show at least one benchmark per sheet (min.) and per 5 acres (min.) of total site area	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Soil Conservation Service (SCS) soil survey information	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. Location, type, size & inverts of the following (as applicable):	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Existing water systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Existing drainage systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Existing utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10. 4K affluent areas with 2 test pit locations shown with suitable leaching areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11. Location of all water wells with protective radii as required by the NH Department Of Environmental Services (meeting Town and NHDES setback requirements)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. Existing tree lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. Existing ledge outcroppings & other significant natural features	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. Drainage, Erosion and Sediment Control Plan(s) containing all of the requirements specified in Section 16.3.2 (Final Plan Requirements) of the Subdivision Regulations	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Section IV</b>				
<b>Construction Detail Drawings</b>				
Note: Construction details to conform with NHDOT Standards & Specifications for Roads & Bridges, Town of Barrington Highway Department requirements, and Subdivision Regulations	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1. Typical cross-section of roadway	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Typical driveway apron detail	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Curbing detail	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4. Guardrail detail	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Sidewalk detail	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6. Traffic signs and pavement markings	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7. Drainage structure(s):	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Outlet protection riprap apron	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. Level spreader	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10. Treatment swale	<input type="checkbox"/>	<input type="checkbox"/>		
11. Typical section at detention basin	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. Typical pipe trench	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. Fire protection details	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. Erosion control details:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
15. Construction Notes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Construction sequence	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Erosion control notes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Landscaping notes	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
d. Water system construction notes	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
e. Sewage system construction notes	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
f. Existing & finish centerline grades	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. Proposed pavement - Typical cross-section	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Right-of-way and easement limits	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
i. Embankment slopes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
j. Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Section V</b>				
<b>Supporting Documentation If Required</b>				
1. Calculation of permitted housing density (for Conservation Subdivisions only as required in Article 6 of the Barrington Zoning Ordinance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Stormwater management report	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Traffic impact analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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4. Environmental impact assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Hydrogeologic study	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6. Fiscal impact study provided	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Calculation of permitted housing density (for Conservation Subdivisions only as required in Article 6 of the Barrington Zoning Ordinance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Site Inventory and Conceptual Development Plan (from preliminary Conservation Subdivision review only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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**ADMINISTRATIVE AND REVIEW FEES**

\$150 per lot, for subdivisions       $\times 60 = \$9000.00$   
\$150.00 – site reviews & lot line revisions  
Conceptual Review Only – No Charge

**POSTAGE**

For all subdivisions, lot line revisions, & site review      \$7:00 per abutter including the applicant and all professional that have signed or stamped the plans.       $\times 25 = \$175$

**ADVERTISING (PUBLIC NOTICE)**

For all subdivisions      \$50.00       $\$9225$

If the application is required to be reviewed at more than one (1) Planning Board meeting, additional postage and advertising charges will be assessed.

**RECORDING**

The applicant shall pay \$50.00 for the first sheet for recording the final plat layout prior to final subdivision approval. All additional sheets will be charged in accordance with fees established by the County charged to the Town. A fee of \$25.00 must be paid at the time of recording.

**FAIR SHARE OFF SITE IMPROVEMENT FEE**

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**Subdivision Plan Waiver Request Form**  
*Under Subdivision Plan Regulations 5.4-Request for Waivers, 8.5-Waivers for Specific Plan Submission Requirements and 11.1-General Waiver Provision*

If there is more than one waiver requested, each waiver request is to be individually listed and described, as each waiver is considered individually by the Town of Barrington Planning Board. A petition for waiver shall be submitted in writing by the applicant with the application for review. The request shall fully state the grounds for which the waiver is requested and all facts supporting this request with reference to the applicable Barrington Subdivision Regulations article, section and paragraph. **Each waiver granted shall be listed on the approved subdivision plan which is to be recorded at the Strafford County Registry of Deeds.**

Name of Subdivision Plan (See Title Box):

THE RIDGE AT GREENHILL SUBDIVISION

Case Number: 223-264-24-RC-19-Sub

Site Location: ROUTE 125 BARRINGTON, NH

Zoning District(s): RC

Owner (s): Paul Helfgott, Rina Myhre & Carol Ledoux

Address of Owner(s): 4216 Alta Vista Ct, Oceanside, CA 92057

Address Line 2: \_\_\_\_\_

Name of Applicant (if different from owner): JOSEPH FALZONE- ROUTE 125 DEVELOPMENT, LLC

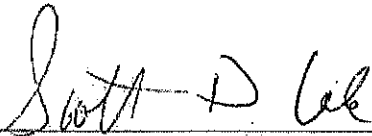
Phone Number 603-772-9400

Email jfalzone@weinvestinland.com

Land Surveyor: DOUCET SURVEY INC - 102 KENT PLACE NEWMARKET NH

I Scott Cole seek the following waiver to the Town of Barrington Subdivision Regulations for the above case submittal:

Section 12.2.1 – Road Design Standards: We respectfully request a waiver to the max. road grade of 7% to allow a grade up to 8.5%. Due to the grade of the existing terrain the allowance of a steeper grade will provide for reduced disturbance for the project and a better design. This was reviewed with the prior road agent and fire chief at a preliminary design meeting and was acceptable with the request not to exceed 9% which we have provided.



5-10-19

Signature of Owner/Applicant

Date

Revised 07/27/2011

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**BEALS · ASSOCIATES** PLLC

70 Portsmouth Avenue  
3<sup>rd</sup> Floor, Unit 2  
Stratham, N.H. 03885  
Phone: (603)-583-4860  
Fax: (603)-583-4863

Barrington Planning Board,  
Marcia Gasses (Planner)  
PO Box 660  
Barrington NH 03825

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RE: Lots 24 & 26, Route 125  
Proposed Subdivision

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Dear Ms. Gasses:

We are working with Joseph Falzone who is a land developer and has previously worked in town and developed such projects as the Chestnut Woods and Village Place subdivisions. The property located along Route 125 consists of 2 existing lots divided by the class VI Old Green Hill Road and consists of approximately 212 acres. We have looked at both the conventional and conservation subdivision designs.

The overall goal is to develop a Conservation subdivision of 55 Residential lots and 5 Commercial lots adjacent to Route 125, that does a far better job of protecting the natural resources on the property to include an open space area of 117 acres, a large wetland system of approx. 35 acres, and a large upland component of 85 acres to buffer the wetlands and maintain upland habitat as well as provide a buffer to the existing properties around the project. At a meeting of the Zoning Board a variance was given to allow a conservation subdivision in the Regional commercial Zone further establishing the benefits of a conservation subdivision. We also have requested a waiver for an allowance of a steeper grade of 8.5% to better match the existing terrain and lower the amount of disturbance to the natural ground.

We look forward to working with the town on another Residential project.

If you have any questions, please feel free to contact us.

Very truly yours,  
BEALS ASSOCIATES, PLLC

*Scott D. Cole*

Scott D. Cole  
Senior Project Manager



GOVE ENVIRONMENTAL SERVICES, INC.

May 15, 2019

Scott Cole  
Beals Associates, PLLC  
70 Portsmouth Avenue  
3rd Floor, Unit 2  
Stratham, N.H. 03885

**Subject: Natural Features Inventory  
Map 223 Lots 24 & 26  
Route 125  
Barrington, NH**

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Dear Mr. Cole:

This narrative presents an inventory of the natural features present on the above referenced property in connection with the proposed conservation subdivision. The site consists of 2 lots along Old Greene Hill Road (a class 6 road) totaling approximately 212 acres. The property is woodland dominated by a mix of hemlock, pine, and young mixed hardwoods. Extensive areas of the site have been selectively logged within the past 10 years which has resulted in areas of dense early successional growth and invasive woody vegetation. Topography is steep to moderate with grades falling to the southeast from the top of "Green Hill" on which the site is located. Several areas near the top of Green Hill appear to have been orchard in the past. Generally, the natural features of the site are dominated by the topography of Green Hill, the characteristics of the woodland, and the wetlands that are present.

### **Wetlands and Waterbodies**

The wetland delineation was conducted during the late summer of 2018 utilizing the following standards:

1. *US Army Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1 (Jan 1987) **AND** Regional Supplement to Corps of Engineers Wetland Delineation Manual; Northcentral and Northeast Region, Version 2.0, January 2012.
2. Field Indicators of Hydric Soils in the United States, Version 8.0, 2016 **AND (for disturbed sites)** *New England Hydric Soils Technical Committee. 2017 Version 4, Field Indicators for Identifying Hydric Soils in New England*. New England Interstate Water Pollution Control Commission, Lowell, MA.
3. *National Wetland Plant List*, Version 3.3 (2016).

Aside from Green Hill Brook which briefly flows across the northern tip of the property (see Area 1) there are no significant streams or waterbodies on the site. Four primary areas of wetland were identified on the site along with several small isolated wetlands. These are predominantly forested wetland supported by groundwater seep from the slopes of Green Hill. The wetlands are described below and shown on the attached sketch plan for reference.

**Area 1** is located at the northwestern corner of the site situated at the corner of Route 125 and Old Green Hill Road. This wetland is primarily an emergent and scrub shrub wetland, the only such area on the site. It is associated with Green Hill Brook which flows from the western side of Route 125 across the northern tip of the site. After crossing under Old Greene Hill Road this stream flows through a

Barrington Prime Wetland before entering the Isinglass River to the north. The two long fingers of wetlands extending into the site form the emergent and scrub shrub portion of this wetland are forested "seep" wetlands fed by groundwater discharge from the northern slope of Old Green Hill. These have developed well defined small ravine-like landforms but lack well defined stream channels.

**Wetland Area 2** is a large wetland complex situated at the base of Old Green Hill. Forested wetland dominated by Red Maple Eastern Hemlock and Yellow Birch is the most extensive type of wetland in this complex but areas of scrub shrub wetland, early successional growth, and upland are also present. Together this complex occupies much of the southern portion of the site. The hydrology in this wetland is mixed, only seasonally wet along the lower slope of Green Hill and permanently saturated with very poorly drained soil at the lowest elevations. The overall drainage is somewhat unique in that it drains both east and west from the base of Green Hill, but lacking a defined stream channel until the nearly leaving the property at each end. The eastern flow from this wetland forms the headwaters of Calef Brook which flows into the Bellamy Reservoir.

**Wetland Area 3** consists of a narrow forested wetland situated where the grade flattens out midway down Green Hill. The wetland is fairly uniform forest dominated by Red Maple with a seasonally saturated hydrology. Included in this area is a small isolated excavation (possibly an old farm pond) at its northern end. There is no recognizable flow into or out of this wetland.

**Wetland Area 4** is also predominantly forested wetland situated roughly along Old Green Hill Road. The wetland is subject to the effects Old Green Hill Road which runs through the wetland more or less at-grade, or even below grade leading to a number flooded areas in the road. The eastern end of the wetland is comparatively undisturbed, eventually forming an intermittent stream which flows through forested upland into Area 2

The remainder of the wetlands are small isolated wetlands developed in area where the grades generally allowed for greater discharge or ponding of groundwater. These areas have the same general character as the surround forest.

### Vernal Pools

A vernal pool investigation was conducted on in the spring of 2019. Wetland areas were investigated for the presence of suitable ponding and evidence of vernal pool breeding activity, primarily through counting of egg masses. The topography of the site and hillside seep hydrology of the wetlands did not suggest extensive vernal pool habitat, which is normally located in discrete depressions. Despite this, a number of areas supporting various levels of vernal pool habitat were identified. The approximate location of these areas is shown on the attached sketch plan.

**Wetland Area 2** There are several areas of extensive vernal pool breeding activity in the central portion of this wetland where water depths range from 12 to 36-inches. This type of vernal pool can best be characterized a complex of pools within he larger forested wetland. The pooling is generally in the hollows between hummocks and larger trees or shrubs and is difficult to place a limit on their extent. It is also difficult to conduct an accurate count in such areas. A total of 75 Yellow Spotted Salamander (*Ambystoma maculatum*) egg masses were counted throughout this area but this is thought to represent only a portion of the egg masses likely present in this large wetland.

**Wetland Area 3** This long narrow wetland was flooded only a few inches deep, likely drying to saturated conditions by late May. Two areas appear to have suitable depth to support vernal pool breeding activity.

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Unsurprisingly, one of these is the small excavated area at its northern end which has a water depth of approximately 36-inches. Here, 30 Wood Frog (*Lithobates sylvaticus*) egg masses and 4 Yellow Spotted Salamander egg masses were counted. The second location is located in a slightly deeper ponded area of the main wetland, but only about 12-inches deep. This area includes some deep ruts created by logging. A total of 22 Wood Frog egg masses and 24 Yellow Spotted Salamander egg masses were counted in this area.

**Wetland Area 4** Vernal pool habitat was observed in the portion of this wetland where it flows across Old Green Hill Road. The grade differences and presence of an old stone wall adjacent to the road may have enabled or increased the ponding of water in this area making it suitable for vernal pool breeding. A total of 5 Wood Frog egg masses and 20 Yellow Spotted Salamander egg masses were counted scattered throughout this area including within the flooded road.

None of the other wetlands on the site contained sufficient water to support vernal pool breeding.

### Wildlife

The only wildlife directly observed over the course of numerous field visits include white tailed deer, wild turkey, porcupine, squirrel and chipmunk. The relatively large block of forest and the large Wetland 2 complex likely support habitat for many other species. The site also sits within a much larger block of un-fragmented forest forming a north-south corridor between Green Hill Brook and the Bellamy Reservoir.

A review request was also submitted to New Hampshire Natural Heritage Bureau for the presence of known species of concern on or near the site. No occurrences were identified on the site itself but the report notes that American Eel (*Anguilla rostrata*), Blanding's Turtle (*Emydoidea blandingii*), and Spotted Turtle (*Clemmys guttata*) occur nearby. American Eel is associated with waterways, in this case the lower reach of Green Hill Brook near the Isinglass River. It would not be expected anywhere other than possibly the small section of Green Hill Brook in Wetland Area 1 though the culvert under Old Green Hill Road may present a barrier to the eel traveling this far up stream. The two turtle species could be expected to make use of the large Area 2 wetland complex, particularly the wetter scrub shrub portions.

### Relationship to the Proposed Development

The layout of the proposed lots and extensive open space achieves several important conservation goals. Direct wetland impacts for access have been kept to absolute minimum. This has been achieved by utilizing crossing locations where wetlands are the narrowest and by limiting road length with the cluster subdivision format. This also has the effect of minimizing fragmentation of the forest habitat present on and adjacent to the site. A north-south wildlife corridor is being maintained across the site through wetland Area 2, up the stream, into wetland Area 4, and into the substantial Open Space C north of Old Green Hill Road.

The wildlife habitat function supported in wetland Area 3 will likely be diminished by the proximity of the development. Other wetland functions such as water quality, groundwater discharge, and aesthetics should remain largely intact since very little wetland impact is being proposed. In the context of the cluster subdivision, this can be considered an appropriate tradeoff for protection of other more significant resources on the site, including uplands. The significant wetland functions supported by wetland Area 2 will remain entirely intact with the addition of this large wetland and enhanced by the inclusions of

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adjacent uplands to the south and east. The inclusion of a large portion of upland in Open Space C not only preserves wildlife connectivity through the site but as discussed but also preserves one of the more accessible upland areas for passive recreation. Since this side of Green Hill drains toward the Prime Wetland a water quality benefit also realized by leaving this area undeveloped.

The other significant wetland resource on the site is the wetland Area 1, specifically the emergent and scrub shrub portion through which Green Hill Brook flows. The proximity of Route 125 and the Old Green Hill Road intersection are the dominant factors influencing this wetland area. The addition of small scale commercial development in this area should not cause further degradation of this resource as long as comprehensive stormwater best management practices are adhered to and wetland impacts are minimized.

This concludes the Natural Features Inventory report. If you have any questions please feel free to contact me at (603) 778-0644.

Sincerely,



Brendan Quigley, NHCWS #249  
Gove Environmental Services, Inc.

Enc. Sketch Plan

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PREPARED FOR:  
**ROUTE 125 DEVELOPMENT, LLC**  
 JOSEPH FALZONE  
 77B EMERY LANE  
 STRATHAM, N.H. 03885

**BEALS - ASSOCIATES PLLC**  
 70 PORTSMOUTH AVENUE STRATHAM, N.H. 03885  
 PHONE: 603-583-4860 FAX: 603-583-4863

**ZONING REQUIREMENTS**  
 ZONE: RESIDENTIAL/AGRICULTURAL-18A  
 MIN. LOT AREA: 10,000 SQ. FT.  
 MIN. FRONT YARD SETBACK: 25 FT.  
 MIN. SIDE YARD SETBACK: 5 FT.  
 MIN. OPEN SPACE: 60%  
 BUILDING SETBACKS:  
 SIDE & REAR: 30'  
 FRONT: 30'  
 POORLY DRAINED SOILS: 100'  
 POORLY DRAINED SOILS: 100'  
 LEACH FIELD ENTRANCES: 30'  
 POORLY DRAINED SOILS: 30'  
 VERY POORLY DRAINED SOILS: 100'

REVISED:	DATE:

**EXISTING CONDITIONS**

PLAN FOR:  
 RESIDENTIAL DEVELOPMENT  
 RT 125 / OLD GREEN HILL RD.  
 BARRINGTON, NH

DATE: JAN 30 2019 SCALE: T=150'  
 PROJ. NO.: NH114 SHEET NO.: 1 OF 1



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APPROVAL BLOCK  
 ATTORNEY GENERAL'S OFFICE  
 DIVISION OF BARRINGTON PLANNING BOARD  
 CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**ABUTTERS LIST  
FOR  
NH- 1144 JOE FALZONE/RINA MYHRE, PAUL HELFGOTT & CAROL LEDOUX –  
BARRINGTON NH  
DATE MAY 7, 2019**

**SUBJECT PARCEL**

**TAX MAP/LOT**  
223-0024

**OWNER OF RECORD**

RINA MYHRE, PAUL HELFGOTT &  
CAROL LEDOUX (1/3 EACH)  
4216 ALTA VISTA CT.  
OCEANSIDE, CA 92057

223-0026

RINA MYHRE, PAUL HELFGOTT &  
CAROL LEDOUX (1/3 EACH)  
4216 ALTA VISTA CT.  
OCEANSIDE, CA 92057

**ABUTTERS**

**TAX MAP/LOT**  
220-0057

**OWNER OF RECORD**

TOWN OF BARRINGTON  
PO BOX 660 333 CALEF HWY  
BARRINGTON, NH 03825

223-0001

WRIGHT BARTON LOREN & DARRYL  
38 CALIFORNIA ST #3  
WATERTOWN, MA 02472

223-0002

SBA TOWERS III LLC  
8051 CONGRESS AVE  
BOCA RATON, FL 33487

223-0003

SMITH ANTHONY  
262 CALEF HWY  
BARRINGTON, NH 03825

223-0006

248 CALEF HIGHWAY LLC  
679 FIRST NH TPK  
NORTHWOOD, NH 03261

223-0007

246 REAL ESTATE HOLDINGS  
24 SERENITY WAY  
BARRINGTON, NH 03825

223-0008

ATLANTIC TRADE PARK LLC  
PO BOX 451  
NEW CASTLE, NH 03854

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FOR  
NH- 1144 JOE FALZONE/RINA MYHRE, PAUL HELFGOTT & CAROL LEDOUX –  
BARRINGTON NH  
DATE MAY 7, 2019**

223-0012	LRT PROPERTY MGMT LLC PO BOX 703 BARRINGTON, NH 03825
223-0022	TOWN OF BARRINGTON PO BOX 660 333 CALEF HWY BARRINGTON, NH 03825
223-0023	CONNICK JAMES E & STEVEN-CONNICK KIMBERLY D 324 DEN QUARRY RD LYNN, MA 01904
223-0025	LAFRANCE RAYMOND 1030 LUCAS WAY PALMER, AK 99645
223-0028	BOSTON & MAINE RR GUILFORD TRANSPORT IND HIGH ST IRON HORSE PK NORTH BILLERICA, MA 01862
223-0029	CHESTNUT WOODS LLC 7B EMERY LN STRATHAM, NH 03885
235-0019	PHOFOLOS BASIL & DONNA 47 DEER RIDGE DR BARRINGTON, NH 03825
235-0020	COCHRAN CALLUM 53 DEER RIDGE DR BARRINGTON, NH 03825
235-0021	SARTORIUS DAVID J & KATHLEEN 63 DEER RIDGE DR BARRINGTON, NH 03825
235-0022	LACHAPPELLE KIP & KAREN 67 DEER RIDGE DR BARRINGTON, NH 03825
235-0023	BISSON DAVID & DOTY MARY 81 DEER RIDGE DR BARRINGTON, NH 03825

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**ABUTTERS LIST  
FOR  
NH- 1144 JOE FALZONE/RINA MYHRE, PAUL HELFGOTT & CAROL LEDOUX –  
BARRINGTON NH  
DATE MAY 7, 2019**

235-0024 JAMES TIMOTHY & SAMANTHA  
95 DEER RIDGE DR  
BARRINGTON, NH 03825

235-0025 JAGIELSKI JIM & SUSANNE  
103 DEER RIDGE DR  
BARRINGTON, NH 03825

235-0026 WOODRUFF MARY ELIZABETH  
111 DEER RIDGE DR  
BARRINGTON, NH 03825

**PROFESSIONALS**

ENGINEERING FIRM

BEALS ASSOCIATES, PLLC.  
70 PORTSMOUTH AVE. 3<sup>RD</sup> FLOOR  
STRATHAM, NH 03885

SOIL SCIENTIST

GOVE ENVIRONMENTAL  
8 CONTINENTAL DR. BLDG. 2 UNIT H  
EXETER, NH 03833

SURVEYOR

DOUCET SURVEY, INC.  
102 KENT PLACE  
NEWMARKET, NH 03857

DEVELOPER

JOE FALZONE  
7B EMERY LANE  
STRATHAM, NH 03885

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EXHIBIT A

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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

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**BY-LAWS  
OF  
THE RIDGE AT GREENHILL HOMEOWNERS' ASSOCIATION  
BARRINGTON, NEW HAMPSHIRE**

**ARTICLE I  
DECLARATION**

The name, purposes and membership of this Association shall be as set forth in the Declaration of The Ridge at Greenhill Homeowners' Association (the "Declaration"), to which this initial form of By-Laws is attached. These By-Laws, the powers of the Association, the powers of the Initial Director and subsequent elected Directors, and the Board of Directors (the "Board") and Officers and all matters concerning the conduct and regulation of the affairs of the Association, shall be subject to the Association's Declaration and applicable laws as are in effect and as they may be amended from time to time. Any defined terms set forth herein shall be the same as those defined in the Declaration.

**ARTICLE II  
ORIGIN AND MISSION**

*Clarity Drainage includes the road easement*

This Association was established to hold and exercise the powers of maintaining, administering, and enforcing the restrictions relative to the Open Space, the drainage easements, the twenty (20') foot wide grading, drainage and utility easements along the Road(s), maintaining the Road(s) prior to acceptance by the Town of Barrington, and administering and enforcing the Declaration of Protective Covenants (the "Protective Covenants"), as well as for the purpose of collecting and disbursing the assessments and charges hereinafter assessed and collected, relating to The Ridge at Greenhill Subdivision and the Open Space located in Barrington, New Hampshire as shown on the Plan.

**ARTICLE III  
MEMBERS**

Section 3.1 Members.

The Association shall have one class of members. Every beneficial owner, as distinguished from a security owner, of a lot in The Ridge at Greenhill Subdivision, Barrington,

County of Strafford and State of New Hampshire shall be a member of The Ridge at Greenhill Homeowners' Association. Membership shall include an undertaking to comply with and be bound by the Declaration, these By-laws and amendments thereto, and the policies, rules, and regulations any time adopted by the Association in accordance with these By-laws. Membership in this Association shall terminate when a member ceases to be a beneficial owner of a residential lot in the Subdivision.

Section 3.2 Voting Rights.

Each member in good standing shall be entitled to a vote on each matter submitted to a vote of the membership, provided, however, that each member shall be the sole beneficial owner of a lot in The Ridge at Greenhill Subdivision. A member shall have one vote for each lot of which he is a beneficial owner. Where two or more members own a lot, only one vote for such lot owned shall be allowed. A member may vote in person, or by written proxy provided to the Secretary.

**ARTICLE IV  
POWERS OF INITIAL DIRECTOR AND BOARD OF DIRECTORS**

Section 4.1 Powers, Responsibilities, and Accountability.

4.1.1 Route 125 Development, LLC shall be the initial Director and shall have the power, responsibility and accountability for the Association until such time as the turnover event has occurred. The sale of the last lot to a person or entity other than the current owner or Route 125 Development, LLC, or the sooner voluntary relinquishment by Route 125 Development, LLC as evidenced by Notice recorded with the Strafford County Registry of Deeds, is referred to herein as the "turnover event". Within thirty (30) days of the turnover event, the members of the Association shall hold a meeting and elect a Board of Directors as provided for herein. Thereafter the Board shall be accountable. Once accountable, the Board shall be subject to the following:

A. The business and affairs of the Association shall be managed by the Board who shall have and may exercise all the powers to which the Association may be entitled pursuant to applicable law, the Declaration and the By-Laws of the Association.

B. The Board shall have ultimate responsibility for the affairs of the Association. The Board's role is one of strategic leadership in defining and implementing the vision, mission, and core values of the Association. It shall adopt policies to ensure the effective stewardship and management of the Association's resources, and shall also oversee adherence to these policies.

C. The Board shall be fully accountable to both the Association and its members for its stewardship of the Association and for the accomplishment of the Association's purpose.

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Section 4.2 Number of Directors: Appointed and Elected Directors.

Following the turnover event, the Board shall consist of no fewer than three (3) persons, with the exact number of authorized Directors to be fixed from time to time by resolution of the lot owners at any annual, regular or special meeting of the Association; provided, however that until the turnover event there shall be only one Director that being the Initial Director, and provided further that the number of authorized Directors (subject to the above limitations) shall not be changed prior to the first annual meeting of the Board and thereafter may be changed only if the notice for such meeting expressly states that one of the purposes of the meeting is to change the number of authorized Directors; and provided further that the approval of two-thirds of the lot owners shall be required in order to change the number of authorized Directors.

Section 4.3 Term of Service.

After the turnover event, the membership of the Board of Directors, other than the Initial Director, shall be elected for terms of three (3) years, such terms to be staggered such that one-third of the total number of Directors (or such number as approximate one-third insofar as practicable) shall be elected or appointed each year. Therefore, at the first meeting of the members held after the turnover event, the members shall hold three (3) separate elections and shall elect one director to a one-year term, one director to a two-year term, and one director to a three-year term.

The term of any Director elected or appointed to fill a vacancy prior to the expiration of a term due to death, resignation or other cause shall be for the remainder of the term of the Director whose death, resignation, or other cause created the vacancy.

Section 4.4 Successor and Additional Directors.

Section 4.4.1 Successor Directors and additional Directors shall be nominated and elected in accordance with the procedures set forth in Section 4.4.2

Section 4.4.2 There shall be a meeting of the lot owners for which all lot owners are given at least twenty-one (21) days' notice, which will state that there will be an election of Directors. At the meeting any lot owner may nominate a person as a Director provided the person is a lot owner. If there is one (1) vacancy to be filled, the individual with the most votes will be elected. If there are two (2) vacancies to be filled, then the two (2) individuals with the most votes will be elected, and so on.

Section 4.5 Intentionally Omitted.

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Section 4.6 Compensation for Services.

Directors shall be precluded from rendering services for compensation to the Association in any capacity. However, Directors may be reimbursed for reasonable expenses associated with carrying out their duties as members of the Board in accordance with such policies as may be established by the Board from time to time.

Section 4.7 Removal.

A Director may be removed with cause by a vote of a majority of the lot owners present and voting at any annual, regular or special meeting (whether present in person or duly represented), provided that the notice for such a meeting of the Directors expressly states that one of the purposes of the meeting is removal of a Director and that a quorum of the Board, excluding the subject director, is present at said meeting. This provision shall not apply to the Initial Director.

Section 4.8 Resignation.

A Director may resign at any time by delivering written notice of resignation to the Chair of the Board, to a meeting of the Board, or the Secretary. Such resignation shall be effective upon receipt of such notice (unless specified to be effective at a later date) and acceptance thereof shall not be necessary to make it effective unless such notice so states.

Section 4.9 Regular, Annual and Special Meetings.

4.9.1 Regular meetings of the Board may be held at such times as the Board may determine.

4.9.2 Special meetings of the Board may be held at any time when called either by the Chair of the Board or by at least one-third (1/3) of the Board.

4.9.3 An annual meeting of the Board shall be held on a date determined by the Board at such place and time as may be determined by the Chair of the Board or by the Board.

Section 4.10 Notice of Meeting.

4.10.1 All meetings of the Board shall be held at a location in the State of New Hampshire as shall be specified in the notice of the meeting. Reasonable notice of the time and place of all meetings shall be given by the Chair of the Board or the Secretary. Notice of a regular meeting need not specify the purpose of the meeting, unless otherwise required by law, the Declaration, or these By-Laws. However, the purposes for which a special meeting is being called shall be set forth in the notice of that special meeting.

4.10.2 Except as otherwise expressly provided herein or required by law, it shall be reasonable and sufficient if written notice to a Director is sent by (a) first class U.S. mail at least five (5) days prior to a meeting, (b) overnight private courier at least forty-eight (48) hours prior

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to the meeting, or (c) facsimile transmission at least forty-eight (48) hours before the meeting, addressed to such Director at his or her usual last known business or residence.

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4.10.3 Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed by him or her (or his or her attorney thereunto authorized) before or after the meeting is filed with the records of the meeting, or to any Director who attends the meeting without protesting the lack of notice prior to the meeting itself or at its commencement.

Section 4.11 Quorum.

At any meeting of the Board, a majority of the Directors then in office shall constitute a quorum. Any meeting may be adjourned to a later date or dates by a majority of the votes cast upon the question, whether or not a quorum is present.

Section 4.12 Action by Vote.

Each Director shall have one (1) vote. When a quorum is present at any meeting, a majority of the votes properly cast by Directors shall decide any questions, unless otherwise provided by law, the Declaration or these By-Laws.

Section 4.13 Action by Writing.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the entire Board consents to the action in writing and each of the written consents are filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

Section 4.14 Presence through Electronic Means.

Directors may participate in a meeting of the Board by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear one another at the same time and participation by such means shall constitute presence in person at a meeting.

Section 4.15 Proxies.

Directors may vote either in person or by written proxy, which proxies shall be filed before being voted with the Secretary or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any meeting adjourned to a later date, but the proxy shall terminate at the final adjournment of such meeting.



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Section 4.16 Standard of Care.

A Director shall perform the duties of a Director, including as a member of any Board committee on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Association and with such care, including reasonable inquiry, as an ordinary prudent person in a like situation would use under similar circumstances.

Section 4.17 Inspection.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties of the Association.

**ARTICLE V  
BOARD COMMITTEES**

The Board may, by resolution adopted by a majority of the Directors then in office, create any committee (standing, special, or ad hoc), appoint persons to serve as members thereof, and change the composition of the committees. Unless otherwise provided by these By-Laws or restricted by law, each committee may have members who are Directors, and a majority of any committee shall constitute a quorum. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as is provided in these By-Laws for the Board.

**ARTICLE VI  
OFFICERS AND AGENTS**

Section 6.1 Officers of the Board.

Until the turnover event, the Initial Director shall be deemed to fill the position of all the Officers of the Board. After the turnover event, the Officers of the Board shall be a President, a Treasurer, and a Secretary and such other Officers, if any, as the Board may determine. The Board may also have such agents, if any, as the Board may appoint. A person may hold more than one office at the same time.

The President, the Treasurer, the Secretary, and such other specified Officers of the Board shall be elected by the Board, at and/or after the turnover event. Each such Officer shall hold office until the next annual meeting of the Board and until his or her successor is elected and qualified, or until he or she resigns, dies, or is removed from office. Each agent shall retain his or her authority at the pleasure of the Board. If the Office of any officer becomes vacant, the Board may elect a successor to serve the unexpired term.

Section 6.2 President of the Board.

The President of the Board shall be elected by the Board and shall preside at all meetings of the Board of Directors, except as the Board shall otherwise determine and shall have such other powers and duties as may be determined by the Board. The President shall not also be the

Treasurer. The election of the initial President shall require the approval of a majority of the entire Board.

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Section 6.3 Treasurer.

The Treasurer shall be in charge of the Association's financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. The Treasurer shall make at least quarterly reports to the Board, one of which shall be an annual report, which shall include an accounting of the funds of the Association. Reports of annual audit shall be submitted by the Association to the Attorney General's Office, Charitable Trust Unit, and to other governmental entities as are required by law. The Treasurer shall have such other duties and powers as designated by the Board or the Chair.

Section 6.4 Secretary.

The Secretary shall record and maintain records of all proceedings of the Board in a book kept for that purpose, which book shall be kept within the State of New Hampshire at the principal office of the Association and shall be open at all reasonable times to the inspection of any Director. Such book or books shall also contain the original, or certified copies, of the Declaration and By-Laws and names and addresses of all Directors. If the Secretary is absent from any meeting of the Board, a temporary Secretary chosen at the meeting shall exercise the duties of the Secretary at the meeting.

Section 6.5 Agents of the Association.

The Directors shall retain agents, as they may deem appropriate if any.

Section 6.6 Removal.

An Officer, the President or any agent may be removed from such capacity, with or without cause, by a vote of a majority of Directors present and voting at any meeting at which a quorum is present.

Section 6.7 Resignation.

An Officer may resign by delivering a written resignation to the President or Secretary of the Board, or to a meeting of the Board. Such resignation shall be effective upon receipt (unless specified to be effective at some later date), and acceptance thereof shall not be necessary to make it effective unless it so states.

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**ARTICLE VII  
POWERS**

Section 7.1 Powers and Duties.

The Association shall have all the powers and duties necessary for the administration of the affairs of the development. Said powers and duties shall include, but not be limited to the following:

- A. To own the Open Space and to preserve and enforce the buffers created thereby.
- B. To monitor, implement and enforce the Declaration of Protective Covenants for The Ridge at Greenhill Subdivision.
- C. To enforce the grading, drainage and the twenty (20') foot easement off the Road(s) at the front of each Lot.
- D. To enforce the various drainage easements as shown on the Plan and as further described in a separate easement document.
- E. To maintain the Road(s) within the subdivision, until such time as the Road(s) are accepted by the Town of Barrington.
- F. The employment, dismissal, or replacement of agents.
- G. The assessment and collection of all common expenses after the adoption and amendment of Rules and Regulations.
- H. The opening of a bank account.
- I. Obtaining and administrating insurance.
- J. Repair, restoring, or replacing.

**ARTICLE VIII  
COMMON EXPENSE**

8.1 Common Expenses.

8.1.1 The owner of each lot shall be liable for and shall pay as and when assessed an equal share of the common expenses associated with the subdivision, including the costs associated with the use, maintenance and control of the Open Space, and the use, maintenance and control of the Common Areas including, but not limited to:

- A. Operation, care, upkeep, maintenance, and enforcement of the Open Space, including any drainage structures therein.

B. Operation, care, upkeep and maintenance of the Road(s), until such time as the Road(s) are accepted by the Town of Barrington.

**ARTICLE IX  
PROHIBITED TRANSACTIONS: CONFLICT OF INTEREST**

Section 9.1 Loans.

The Association shall not make any loan of money or property to, or guarantee the obligation of, any Director, Officer or agent.

Section 9.2 Sale of Real Estate.

The Association shall not sell, lease, purchase, or convey any real estate or interest in real estate to or from a Director or Officer of the Association; provided, however, that this section shall not prohibit the Association from accepting a bona fide gift of an interest in real estate by a Director or Officer, and shall not apply to the Initial Director or the developer of the subdivision (\_\_\_\_\_).

Section 9.3 Pecuniary Benefit Transactions.

9.3.1 Except as provided in Section 9.4 hereof, the Board shall not approve, or permit the Association to engage in, any pecuniary benefit transaction. A pecuniary benefit transaction is a transaction to which the Association is a party and in which one or more of its Directors has a direct or indirect financial interest in excess of \$500 on an annual aggregate basis. A Director shall be deemed to have an indirect interest in any pecuniary benefit transaction involving a person or entity of which a Director, or a member of the immediate family of a Director, is a proprietor, partner, employee, or officer. The following shall not be considered pecuniary benefit transactions:

A. Reasonable compensation for services of a President, and expenses incurred in connection with official duties of a Director or Officer;

B. A benefit provided to a Director or Officer or member of the immediate family thereof if: (1) the benefits are provided or paid as part of programs, benefits, or payments to members of the general public; (2) the Association has adopted written eligibility criteria for such benefit in accordance with its By-Laws and applicable laws; and (3) the Director, Officer or family member meets all of the eligibility criteria for receiving such benefit; and

C. A continuing transaction entered into by the Association, merely because a person with a financial interest therein subsequently becomes a Director or Officer of the Association.

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Section 9.4 Approval.

9.4.1 The Association may engage in a pecuniary benefit transaction if all of the following conditions are met:

A. The transaction is for goods or services purchased or benefits provided in the ordinary course of the business of the Association, for the actual or reasonable value of the goods or services or for a discounted value, and the transaction is fair to the Association.

B. The transaction receives affirmative votes from at least a two-thirds (2/3) majority of all the disinterested members of the Board, which majority shall also equal or exceed any quorum requirement specified in these By-Laws after full and fair disclosure of the material facts of the transaction to the Board and after notice and full discussion of the transaction by the Board.

C. Without participation, voting, or presence of any Director or Officer with a financial interest in the transaction or who had had a pecuniary benefit transaction with the charitable trust in the same fiscal year, except as the Board may require to answer questions regarding the transaction; and a record of the action on the matter is made and recorded in the minutes of the Board.

D. The Association maintains a list disclosing each and every pecuniary benefit transaction, including the names of those to whom the benefit accrued and the amount of the benefit, and keeps such list available for inspection by members of the Board. The list shall also be reported to the Director of Charitable Trusts each year as part of the Association's annual report required under RSA 7:28.

Section 9.5 Compliance with Private Association Rules.

9.5.1 Any provision of these By-Laws or the Declaration to the contrary notwithstanding, so long as the Association is deemed to be a "private Association" as defined in Section 509 of the Internal Revenue Code of 1986, as amended (the "Code"), the Association:

A. Shall distribute its income for each taxable year (and principal, if necessary) at such time and in such manner as not to subject the Association to tax under Section 4942 of the Code;

B. Shall not approve of, or engage in, any act of self-dealing as defined in subsection (d) of Section 4941 of the Code;

C. Shall not retain any excess business holdings as defined in subsection (c) of Section 4943 of the Code;

D. Shall not make any investments in such a manner as to subject this Association to tax under Section 4944 of the Code; and

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E. Shall not make any taxable expenditure as defined in subsection (d) of Section 4945 of the Code.

9.6 Conflict of Interest Provisions.

A conflict of interest or an appearance of a conflict of interest may arise when a Director has a direct or indirect interest in another entity, which enters into a transaction with the Association. A direct or indirect interest includes any legal, equitable or fiduciary interest or position in an entity by a Director or a member of a Director's family. Any such interest shall be disclosed and made a matter of record at the time of election to the Board and maintained through an annual procedure and when the interest becomes a matter of Board action. No Director having a conflict of interest in any manner shall be counted in determining the quorum for the meeting, nor present when the matter is discussed or voted on. Meeting minutes shall reflect that the disclosure was made, that the Director abstained and was not present during the discussion or vote, and that a quorum existed not counting such Director. The conflict-of-interest provisions of this Section shall be in addition to and not in lieu of the applicable provisions of New Hampshire law regarding conflicts of interest.

**ARTICLE X  
AMENDMENTS TO THE BY-LAWS**

Unless otherwise provided, these By-Laws may be amended or repealed, and new By-Laws may be adopted in whole or in part, by the affirmative vote of a majority of the Directors of the Association then in office or by the Initial Director (if the turnover event has not occurred); provided, however, that the By-Laws of the Association may not be amended in a manner inconsistent with the Declaration, applicable New Hampshire law, or the requirements for maintaining the Association's qualification as a tax-exempt organization for federal income tax purposes. Notwithstanding anything to the contrary herein, (a) after the turnover event but during the first three (3) fiscal years of the Association, any amendment to the By-Laws shall require the approval by the votes of two-thirds (2/3) of the entire Board, and (b) any amendment to a provision of these By-Laws which contemplates or requires the approval of the Director of Charitable Trusts shall require the approval of the Director of Charitable Trusts as the case may be.

**ARTICLE XI  
INTERIM MANAGEMENT BY DECLARANT**

From and after the date of the recording of this Declaration and these By-Laws, the Declarant will exercise all powers and responsibilities assigned by these By-Laws and the Declaration to the Association and the officers until such time as it turns over said powers and responsibilities to lot owners. Said transfer of power and responsibilities shall occur upon the first to occur of:

A. The time of the turnover event as that term is defined in Article IV hereof or

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B. The date the Declarant gives voluntary written notice in a recordable form to the then lot owners of record that it has relinquished its powers hereunder (i.e., the turnover event). No contract binding the Association, or the lot owners as a group, which shall have been entered into during the period of the Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of lot owners of a majority of the residential lots in the development.

**ARTICLE XII  
RESALE BY PURCHASER**

Section 12.1 Resale by Purchaser.

12.1.1 In the event of any resale of a lot, parcel, unit or interest in subdivided lands by any person other than the Declarant, the prospective purchaser shall have a right to obtain from the Association, if any, prior to the contract date of disposition, the following:

A. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;

B. A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors;

C. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

D. A statement of the status of any pending suits or judgments in which the Association is a party defendant;

E. A statement setting forth what insurance coverage is provided for all property owners by the Association and what additional insurance coverage would normally be secured by each individual property owner; and

F. A statement that any improvements or alterations made to the lot, parcel, unit or interest by the prior property owner are not known to be in violation of any restrictions and covenants imposed upon the subdivided lands.

Section 12.2 Statements to be Provided.

The principal officer of the Association, or such other officer or officers as the instruments creating such association may specify, shall furnish the statements prescribed by Section 12.1 upon the written request of any prospective purchaser within ten (10) days of the receipt of such request.

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IN WITNESS WHEREOF, Route 125 Development, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Route 125 Development, LLC

---

By: Joseph Falzone  
Its: Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Route 125 Development, 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:

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**DECLARATION OF  
THE RIDGE AT GREENHILL HOMEOWNERS' ASSOCIATION  
BARRINGTON, NEW HAMPSHIRE**

WHEREAS, Route 125 Development, LLC, a New Hampshire Limited Liability Company with a principal place of business at 7B Emery Lane, Stratham, NH 03855 ("Declarant") is the owner of that real property located in Barrington, Strafford County, New Hampshire, being shown as Lots 1 through 55 (each a "Lot" and collectively the "Lots"), Open Space "A," Open Space "B" and Open Space "C" (the "Open Space"), and the unnamed road(s) (the "Road(s)") as shown on a plan entitled, "Subdivision Plan for Route 125 Development, LLC, Land of Paul C. Helfgott, Rina Myhre & Carol H. Ledoux (Tax Map 223, Lots 24 & 26), Route 125/Calef Highway, Barrington, New Hampshire" by Doucet Survey, Inc. dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds as Plan(s) \_\_\_\_\_ (the "Plan"); and

WHEREAS, Declarant desires to establish a Homeowners' Association made up of all of the owners of the lots of The Ridge at Greenhill Subdivision and by this Declaration and By-laws, whose purposes will be:

- A. To own the Open Space and to preserve the buffers created thereby.
- B. To monitor, implement and enforce the Declaration of Protective Covenants for The Ridge at Greenhill Subdivision.
- C. To enforce the grading, drainage and utility easements, being the twenty (20') foot easement off the Road(s), at the front of each Lot.
- D. To enforce the various drainage easements as shown on the Plan and as further described in a separate easement document.
- E. To maintain the Road(s) within the subdivision, until such time as the Road(s) are accepted by the Town of Barrington.

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NOW, THEREFORE, the following is declared:

1. The Declarant hereby submits to this Declaration all of the land shown on the Plan, inclusive of the Lots, the Open Space, and the Road(s).

2. There is hereby established The Ridge at Greenhill Homeowners' Association (referred to herein and in the By-laws as the "Association"). Declarant shall have certain rights to control the Association as provided in the By-laws referenced herein.

3. The purpose of the Association shall be:

A. To enforce the no cut buffers applicable to the Open Space;

B. To enforce the Declaration of Protective Covenants recorded herewith;

C. To monitor and maintain the twenty (20') foot grading, drainage and utilities easement at the front of each Lot;

D. To monitor and maintain the drainage easements as may be applicable and as shown on a separate easement deed; and

E. To maintain the Road(s) within the subdivision pursuant to the terms and provisions of this Declaration as it may be amended from time to time until such times as the roads are accepted by the Town of Barrington.

4. The Association shall own the Open Space and shall operate, supervise and maintain the same in accordance with the restrictions applicable thereto and this Declaration.

5. The Association may take any and all other actions necessary or expedient to effectuate the purposes of this Declaration.

6. This Declaration is also for the benefit of the Town of Barrington which, acting through its Planning Board, may, but is not required to, enforce the obligations contained herein.

7. The Association shall have the right to make assessments against the individual Lot owners for any costs incurred by the Association in carrying out its purposes. Any costs or expenses incurred as a result of a Lot owner's failure to pay any assessment shall be assessed only against said Lot or Lot owner.

8. The Association shall establish By-laws for the conduct of the affairs of the Association, as the Association shall from time to time determine. The initial form of the By-laws are attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, Route 125 Development, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager(s) on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Route 125 Development, LLC

\_\_\_\_\_  
By: Joseph Falzone  
Its: Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Route 125 Development, 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:

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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

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**CONVEYANCE OF OPEN SPACE  
WITH CONSERVATION RESTRICTIONS**

**THE RIDGE AT GREENHILL SUBDIVISION**

**BARRINGTON, NEW HAMPSHIRE**

*KNOW ALL MEN BY THESE PRESENTS*, that Route 125 Development, LLC, a New Hampshire Limited Liability Company with a principal place of business at 7B Emery Lane, Stratham, New Hampshire 03855 (“Grantor”, and shall, unless the context clearly indicates otherwise, include the Grantor’s executors, legal representatives, devisees, heirs and/or assigns)

for consideration, hereby grants to **The Ridge at Greenhill Homeowners’ Association**, an unincorporated association with an address of c/o Route 125 Development, LLC, 7B Emery Lane, Stratham, New Hampshire 03855 (“Grantee”, and shall, unless the context clearly indicates otherwise, include the Grantee’s executors, legal representatives, devisees, heirs and/or assigns)

with QUITCLAIM COVENANTS

the following described premises located in Barrington, Strafford County, New Hampshire and being shown on a plan entitled “Subdivision Plan for Route 125 Development, LLC, Land of Paul C. Helfgott, Rina Myhre & Carol H. Ledoux (Tax Map 223, Lots 24 & 26), Route 125/Calef Highway, Barrington, New Hampshire” by Doucet Survey, Inc. dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds as Plan(s) \_\_\_\_\_ (the “Plan”):

Open Space “A” containing 3,306,762 square feet (75.91 acres) of land, more or less, according to the Plan.

Open Space “B” containing 391,197 square feet (8.96 acres) of land, more or less, according to the Plan.

Open Space "C" containing 1,403,900 square feet (32.23 acres) of land, more or less, according to the Plan.

Open Space "A," Open Space "B" and Open Space "C" are collectively referred to herein as the Premises.

There is hereby reserved unto the Grantor the fee interest in the roadways as they abut lots and as shown on the Plan. However, this conveyance is made together with the right to use the streets as shown on the Plan, for all purposes for which streets and ways are commonly used in the Town of Barrington, in common with all others entitled hereto.

This is a noncontractual transfer between Grantor and Grantee and, as such, this conveyance is exempt from transfer tax pursuant to RSA 78-B:2, IX.

SUBJECT TO such easements, restrictions and covenants of record, including, but not limited to, drainage, grading and utility easements as set forth on the Plan.

**CONSERVATION RESTRICTIONS APPLICABLE TO THE PREMISES**

The Grantor declares and the Grantee accepts the Premises as an Open Area, which are intended to be buffers between the lots in the subdivision and abutting properties and are to remain in their natural state, including the preservation of perimeter landscaping.

**1. USE LIMITATIONS**

A. The Premises shall be maintained in perpetuity as open space. It shall be managed as a buffer area to be maintained in its natural state, without there being conducted thereon any industrial, commercial, or residential activities, except as described below.

B. The Premises shall not be subdivided.

C. No structure or improvement, such as a dwelling, road, dam or fence, shall be constructed, placed or introduced onto the Premises, except such drainage facilities as may be approved by the Town of Barrington Planning Board and as shown on the Plan.

D. Subject to the permitted activities set forth in Section 3 hereof, no changes in topography, surface or sub-surface water systems, wetlands, or natural habitats shall be allowed that would harm state or federally recognized rare or endangered species. Otherwise, none of the aforementioned shall be allowed except as necessary in the accomplishment of the habitat management or conservation uses of the Premises.

E. The Premises shall be available for the use of lot owners of The **LAND USE OFFICE** Greenhill Subdivision, but shall not be open to the public.

F. Stonewalls constituting property boundaries shall remain undisturbed.

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G. No outdoor advertising structures such as signs and billboards shall be displayed on the Premises except as necessary in the accomplishment of the conservation restrictions of the Premises and not detrimental to the purposes of these restrictions.

H. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil, or other similar materials on the Premises. No vegetation removal shall be allowed unless such action is to remove dead, dying, dangerous, invasive or diseased plants.

I. There shall be no activities, actions or uses detrimental or adverse to water conservation, erosion control, soil conservation, and wildlife habitat.

J. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts.

**3. PERMITTED ACTIVITIES.**

Notwithstanding anything to the contrary contained herein, the following activities shall be permitted on the Premises.

A. The Grantor reserves the right to perform grading on the Premises to install and maintain drainage structures and utilities, all as shown on approved plans.

B. Invasive species may be removed.

C. The Premises may be used, by only the lot owners in the Subdivision, for walking, cross-country skiing, and snowshoeing.

**4. ENFORCEMENT.**

A. The Town of Barrington shall have reasonable access to the Premises and all of its parts for such inspection as is necessary to determine compliance with and enforcement of these restrictions, provided that said Town provides the Directors of The Ridge at Greenhill Homeowners' Association with at least seven (7) days written notice of its intent to access the Premises.

B. Enforcement shall be via proceedings at law or in equity against any person or persons violating or attempting to violate these restrictions.

C. The Town of Barrington, and/or The Ridge at Greenhill Homeowners' Association, together or independently, shall have the right, but not the obligation, to enforce or prosecute by legal or equitable action any violation of the restrictions contained herein. If the Town of Barrington or The Ridge at Greenhill Homeowners' Association

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prevails in any action to enforce these restrictions, it shall be entitled to collect from the violating party its reasonable costs, including attorney's fees, incurred in bringing said action.

D. The Conservation Restrictions contained herein may not be amended without the consent of the Planning Board of the Town of Barrington.

**[SIGNATURE PAGE FOLLOWS]**

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**MAY 13 2019**

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IN WITNESS WHEREOF, Route 125 Development, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager(s) on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Route 125 Development, LLC

\_\_\_\_\_  
By: Joseph Falzone  
Its: Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Route 125 Development, 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:

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**EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENTS, that Route 125 Development, 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,

for consideration paid, hereby grants to the **Town of Barrington**, a New Hampshire municipal corporation with an address of 333 Calef Highway, Barrington, County of Strafford and State of New Hampshire

with QUITCLAIM COVENANTS, the following described premises:

\_\_\_\_\_ ( ) certain easements in Barrington, Strafford County, New Hampshire, as shown on a plan entitled, "Easement Plan for Route 125 Development, LLC, Land of Paul C. Helfgott, Rina Myhre & Carol H. Ledoux (Tax Map 223, Lots 24 & 26), Route 125/Calef Highway, Barrington, New Hampshire" by Doucet Survey, Inc. dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds as Plan(s) \_\_\_\_\_ (the "Plan"), particularly:

- Easement #** : \_\_\_\_\_.
- Easement #** : \_\_\_\_\_.
- Easement #** : \_\_\_\_\_.
- Easement #** : \_\_\_\_\_.
- Easement #** : \_\_\_\_\_.
- Easement #** : \_\_\_\_\_.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Route 125 Development, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Route 125 Development, LLC

\_\_\_\_\_  
By: Joseph Falzone  
Its: Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Route 125 Development, 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:

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**ACCEPTANCE BY TOWN OF BARRINGTON**

Town of Barrington Board of Selectmen

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its Chair  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Chair of the Town of Barrington Board of Selectmen, and that he/she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Barrington Board of Selectmen.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

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**DECLARATION OF  
PROTECTIVE COVENANTS  
FOR  
THE RIDGE AT GREENHILL SUBDIVISION  
BARRINGTON, NEW HAMPSHIRE**

WHEREAS, Route 125 Development, 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 being shown as Lots 1 through 55 (collectively "the Property", individually a "lot" or "lots") on the plan entitled "Subdivision Plan for Route 125 Development, LLC, Land of Paul C. Helfgott, Rina Myhre & Carol H. Ledoux (Tax Map 223, Lots 24 & 26), Route 125/Calef Highway, Barrington, New Hampshire" by Doucet Survey, Inc. dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds as Plan(s) \_\_\_\_\_ (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. 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.

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 \_\_\_\_\_ 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 ordinance, as may be amended from time to time, but the use shall otherwise be restricted to single family residences.

Declarant reserves the right, in its sole and absolute discretion, to permit a single-family house of less than \_\_\_\_\_ 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 \_\_\_\_\_ 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 right-of-way 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 absolute 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(s) 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 lot owners. 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 and 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 with the Strafford 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 initial or succeeding period by the affirmative vote or written election of lot owners representing not less than a majority of the lots subject to these covenants, as evidenced by an instrument reciting said election and recorded with the Strafford 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 recording of the same with the Strafford 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).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Route 125 Development, LLC has caused this document to be executed as a sealed instrument by its duly authorized manager on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Route 125 Development, LLC

\_\_\_\_\_  
By: Joseph Falzone  
Its: Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Joseph Falzone, duly authorized manager of Route 125 Development, 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:

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