

RECORDING
SURCHARGE226.00
2.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PAWTUCKAWAY RIDGE OPEN SPACE SUBDIVISION HOMEOWNERS'
ASSOCIATION NOTTINGHAM, NEW HAMPSHIRE**

NOW COMES Chinburg Development, LLC, a New Hampshire limited liability company, (the "Declarant"), and at all times including any entity or individual to whom Chinburg Development, LLC may assign its rights as Declarant, including the Pawtuckaway Ridge Open Space Subdivision Homeowners' Association (the "Association"), owner of all of the lots in a subdivision known as Pawtuckaway Ridge Open Space Subdivision, Nottingham, Rockingham County, New Hampshire, identified as seventeen (17) residential lots, numbered 1 through 16 and 17A and one (1) Open Space Lot, numbered 17, as shown on a plan entitled "Subdivision Plan for Harbor Street Limited Partnership, Land of The Forgotten MTN Realty Trust, Tax Map 69, Lots 17, 17A & 18) Raymond Road, Nottingham, New Hampshire," by Doucet Survey LLC, and recorded in the Rockingham County Registry of Deeds as Plan D-44722 (Sheets 1-7) (the "Subdivision Plan"), the terms and conditions of which are incorporated herein by reference, and hereby submits all of the lots in the subdivision to the terms of this Declaration, which restrictive covenants and conditions and restrictions shall run with the land, in perpetuity.

1. APPLICABILITY

Each and every owner(s) ("lot owner(s)" or "homeowner(s)") of a lot hereinabove made subject to this Declaration, in accepting a deed or contract for any of said lot(s), agrees for himself or herself, his or her heirs, executors, administrators, successors or assigns, that upon recording of a deed to a lot(s) such owner shall automatically become subject to this Declaration. Every purchaser of a lot(s), as a condition of taking title to the lot, shall sign a "Compliance Agreement" prepared by Declarant or his Successor(s)/Assigns acknowledging receipt of the within Declaration, and agreeing to comply with the terms hereof. Each owner(s) of a lot(s) shall be a member of, and shall be subject to the rights and responsibilities of the Pawtuckaway Ridge Open Space Subdivision Homeowners Association ("Association") and shall be subject to the Bylaws recorded herewith as **Exhibit A**.

a. The Subdivision Plan references eighteen (18) lots in total, seventeen (17) residential lots and one (1) Open Space Lot. The overall site dimensions are as set forth on **Exhibit B**, attached hereto and incorporated herein. Lot 17, the Open Space Lot consisting of

approximately 68.2 acres will be managed by the Association and each residential lot owner will own a one-sixteen (1/17) undivided interest in the Open Space Lot. The Open Space Lot shall be subject to an Open Space Easement Deed from Declarant to the Association in the form attached hereto and incorporated herein as **Exhibit C**, to be recorded at the time this Declaration is recorded.

b. The burden of this Declaration, all other attachments hereto and the Open Space Easement Deed shall run with the land in perpetuity, shall be binding on all subsequent lot owners and shall be enforceable by the Declarant or Pawtuckaway Ridge Open Space Subdivision Homeowners Association, as the case may be, and, where applicable, by the Town of Nottingham or its designee. Each lot or unit owner must comply with the specific provisions which affect his/her lot.

c. This Declaration is established by the Declarant, and upon conveyance of all lots to third parties, to manage and support the activities of the Pawtuckaway Ridge Open Space Subdivision. Membership in the Association shall be mandatory for each lot/property/duplex unit owner in the Open Space Subdivision. The Association and individual owners share common interests in open space and/or facilities and are responsible for preserving, managing and maintaining the common property, common open space, and the Open Space Easement Deed area, and for enforcing certain covenants and restrictions contained herein and/or as issued by the town of Nottingham Planning Board. This Declaration, and certain amendments hereto shall be subject to review and approval by the Nottingham Planning Board. As a condition of approval, the Town of Nottingham shall be granted an Executory Interest in all open space easements burdening the Open Space in this Open Space Subdivision.

2. USE OF LOTS

a. The lots in the subdivision shall be used only for residential purposes. Commercial or business use of any nature or kind shall not be permitted unless such use conforms fully with the Town of Nottingham Zoning Ordinance as a home occupation.

b. Further subdivision of the lots is expressly prohibited.

c. Lot line adjustments may be made to the seventeen (17) residential lots provided that no additional lots are created.

d. Lot line adjustments to the Open Space Lot are expressly prohibited.

e. An owner may lease the single-family residence located on their lot for a period of not less than six (6) months and shall be responsible to ensure that his/her tenant complies with these covenants and the Open Space Easement Deed.

3. USE OF DECLARANT'S PREFERRED BUILDERS

Declarant reserves the right to require the owner(s) of any lot/home in the subdivision to utilize Declarant's preferred builder(s) for construction of a home(s) on the owner's lot for a period of five (5) years from the date of this Declaration.

4. CONSTRUCTION TIME

a. Construction of a single-family dwelling shall commence no later than twenty-four (24) months after the conveyance of a lot by Declarant to any purchaser unless Declarant or the Association (after control of the subdivision is turned over to the Association) agrees in writing to an extension, which shall not be unreasonably denied.

b. When the construction of the buildings on a lot is begun, work thereon must continue diligently and must be completed not more than twelve (12) months from commencement date and prior to issuance of an occupancy permit. Application for extension of the twelve (12) month period may be made to Declarant, its successors or assigns. Such extension will not be unreasonably withheld, provided that the lot owner(s) provides a specific time frame in which completion of construction is expected to occur. If the work is not completed within the twelve (12) month period and prior to an occupancy permit being issued, the owner of the dwelling or structure shall be subject to penalty assessments as provided in this Declaration until completion of the work.

5. OUTBUILDINGS, ADDITIONAL STRUCTURES, ETC

a. Garages. Each single-family home may have a private garage attached to the dwelling unit for no more than three (3) cars, or a detached garage as reviewed and approved by the Declaration or Association.

b. Fuel Storage. No propane or natural gas tanks or similar storage receptacles may be exposed to view and may be installed only underground or within a screened area out of sight of the street as approved by Declarant or the Association as the case may be. No other fuel tanks shall be buried underground. Heating oil tanks shall be of double-wall construction, and shall be installed indoors only.

6. ARCHITECTURAL REVIEW

a. All buildings and structures constructed on any Lot, including any additions thereto, shall be architecturally designed in keeping with traditional styles. The Declarant, prior to the transfer of control to the Association, and thereafter the Architectural Review Committee established by the Association, reserves the right, in its sole discretion, to approve the plans and specifications of all residences in the subdivision. Prior to commencement of construction on each Lot, the Lot owner shall submit for approval, some or all of the following as the Declarant or Board of Directors shall require:

(i) A site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting;

(ii) Architectural design plans showing the building elevations (all four sides) with a description of proposed materials;

(iii) Architectural design plans showing the finished floor elevations of the building(s); and

(iv) A detailed plan of the proposed lot landscaping and grading to ensure that the finished site blends attractively with the surroundings and provides for adequate storm water runoff in accordance with the approved Subdivision plan.

7. FENCES

a. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved swimming pool enclosure in compliance with the Town of Nottingham's ordinance(s) and regulation(s). Under no circumstances shall silver or galvanized chain link fence be approved. No fence shall be constructed between the front plane of any house and the street unless approved by Declarant or the Association as the case may be in its sole discretion. All fences shall be constructed with finished side facing away from the dwelling.

Notwithstanding the above, Declarant or the Association as the case may be may place ornamental posts, fencing and other ornamental and design features along the entrance of the subdivision and portions of the roadway in proximity to the entrance to enhance the aesthetics of the entry.

b. A lot owner wishing to install any fence shall submit a drawing/plan of such fencing and a sample of materials to be used to Declarant or the Architectural Review Committee, as the case may be, prior to installation. No such fence shall be installed without obtaining Declarant or the Architectural Review Committee's written approval. Such features shall be maintained by the Homeowner.

8. MOBILE AND MODULAR HOMES/TEMPORARY STRUCTURES

Mobile homes, homes of modular construction, or structures of a temporary character shall not be permitted on any lot except as a temporary storage shelter during construction, repair or renovation of an existing structure, or as a temporary construction or sales trailer to be used by or on behalf of Declarant, its Builder, or Agent.

9. NO VEHICLE STORAGE

No all-terrain vehicles, off road vehicles, or snowmobiles shall be used on the premises nor shall any such vehicles nor any commercial vehicles over 5 thousand pounds pleasure, or commercial boats, motor homes, campers, trailers, powered or non-powered, be kept on the premises except if the same be kept stored in a garage or outbuilding conforming to these

covenants. Inoperable, unregistered, or uninspected automobiles, or automobiles being repaired, refinished, or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure conforming to these covenants.

10. ANIMALS

a. No farm animal or fowl shall be kept or maintained on any lot. A reasonable number of household pets, defined as a fully domesticated animal owned for personal companionship, such as a dog, cat, reptile, bird, or rodent, not to exceed three (3), shall be allowed, but shall not be bred or maintained for purposes of resale.

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

c. Pets shall at all times be fenced or leashed while on an owner's property. Invisible fences are permitted. While off the owner's property, all pets within the subdivision shall be leashed.

11. BUILDING AND SITE MAINTENANCE

a. All construction, lot development, and lot maintenance within the Subdivision shall be in accordance with all of the conditions, restrictions, and covenants of this Declaration, the Open Space Easement Deed, the approved plans and exhibits, and all Conditions of Approval issued by the town of Nottingham Planning Board.

b. Prior to construction, a gravel drive with a stabilized construction entrance/exit, shall be installed within fifty (50) feet of each lot driveway in either direction, which shall be kept clean and free of construction debris, dirt, mud, and dust from vehicles.

c. Construction materials shall not be stored or stockpiled on the site closer than 30' to the paved portion of the subdivision roadway.

d. Construction vehicles and equipment shall be parked or stored only within the boundaries of the lot, i.e. shall not encroach upon the fifty (50) foot private road right-of-way, and every effort shall be made to place such vehicles no closer than twenty (20') feet from any property line.

e. The owner on whose lot construction is taking place shall be responsible to Declarant or the Association, as the case may be, for compliance with the requirements of this Paragraph 11.

f. During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked or placed within the incomplete structure.

g. Construction debris shall be kept in a dumpster. The dumpster shall be emptied when full, not be permitted to overflow and any debris or trash will be picked up and placed in the dumpster during construction.

h. No burning of trash of any kind shall be permitted on site.

i. Declarant, or the Association, as the case may be, shall have the right to impose additional reasonable controls on construction.

j. Any disturbance to the paved roadway or land area within the subdivision fifty (50) foot private road right-of-way shall be immediately repaired to include the paved surface, grading, loam and seed, and replacement of any shrubs or plantings which have been damaged or destroyed.

k. The use of non-mobile fertilizer, pesticides, and herbicide shall be avoided when reasonably possible in order to minimize environmental negative impacts.

l. Right of Entry.

(1) To implement effective and adequate erosion control and protect the beauty of the property, Declarant or the Homeowners Association as the case may be shall have the right to enter upon any property before, during or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining properties or alleviate any unsightly condition or constructing or maintaining erosion prevention devices or to ensure compliance with the conditions, restrictions and covenants of this Declaration.

(2) Prior to exercising its right to enter upon the property, Declarant or the Homeowners Association, shall give the owner the opportunity to take corrective action by giving the owner written notice indicating what corrective action is required and specifying in that notice that immediate corrective action must be taken by such owner. Absent exigent circumstances, in which event shorter notice may be issued, if the owner fails to take the corrective action specified within thirty (30) days after having been notified, Declarant or the Association, as the case may be, may exercise its right to enter upon the property in order to take the necessary corrective action.

(3) The cost of such corrective action or erosion prevention measures shall be made or paid by the owner within thirty (30) days after receipt by owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a common expense assessed to the applicable lot owner(s) for which Declarant, or the Homeowners Association, as the case may be, shall be entitled to a lien upon the lot for such common expense as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the owner to pay the expense within thirty (30) days shall impose upon the owner interest at the rate of one (1%) percent per month until the balance is paid in full.

m. Trash, garbage, or other waste materials shall be stored in sanitary containers, which, except upon trash, recycling pick up days, shall not be visible from the street. Structures and grounds on each lot shall be maintained at all times in a neat and orderly manner.

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

12. ADDITIONAL RESTRICTIONS

Without limiting any other restrictions imposed herein, and/or in the Open Space Easement Deed, and without limiting the requirements of any conditions of approval issued by the Nottingham Planning Board, the following are prohibited:

- a. Clotheslines, unless hidden from street view;
- b. Antennas or satellite dishes with diameters larger than 24 inches;
- c. Subject to compliance with Nottingham Regulations and Ordinances, additions or outbuildings or appurtenances shall not be erected unless prior written approval has been obtained from the Declarant or Association as the case may be, which shall not be unreasonably withheld, conditioned or delayed;
- d. No lot owner shall do or permit to be done anything in or about his lot which will unreasonably interfere with the rights, comfort, or convenience of other lot owners within the Subdivision, it being the intent that the Subdivision shall be a residential community wherein all residents shall live in a peaceful and tranquil environment;
- e. Garbage, trash, and refuse may be removed in suitable regular intervals as directed by Declarant or Association as the case may be; or, in the event that Pawtuckaway Ridge Road is or becomes public, by the Town of Nottingham, only if and when the Town provides such service. No dumping or burning of garbage, trash, or refuse shall be permitted on any lot. No garbage, trash or refuse may be stored on any lot in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. All containers for garbage, trash and refuse shall be kept undercover from view, except for a reasonable time before removal. No brush, grass clippings or other yard or other waste shall be placed in, upon or within another lot, the fifty (50) foot right-of-way and/or the Open Space Easement Deed area;
- f. No business signs or signs for any other purpose shall be displayed, posted, or erected on any home or lot except for name and number signs identifying the owner of the house or street number. One (1) temporary sign pertaining to the sale of the home is permitted. Such signs shall not be more than six (6) square feet in area. No person or business organization working on any home or lot shall show or display a sign or notice of advertisement of its business or purpose. Declarant or the Association as the case may be, may install signs on any lot or the Open Space Land including the entrance area to be used in connection with the sale or

advertisement of any homes or lots within the Subdivision until each of the last remaining duplex unit or lot is sold; and

g. The outside storage of recreational vehicles including, but not limited to, boats, trailers, campers, motor homes, snowmobiles, motorcycles, all-terrain vehicles, etc., shall not be allowed on any lot.

13. PLAN/PERMIT SUBDIVISION PLAN COMPLIANCE

a. Each lot owner at the time of the initial sale by the Declarant shall be provided with a copy of the recorded subdivision plan, open space easement deed. Compliance with the restrictions shown on said plan and deeds is a condition of the Nottingham Planning Board's approval of the subdivision plan referenced in the preamble of this declaration.

b. Notwithstanding the contents, and/or anything herein to the contrary, each lot owner in the Subdivision and the Association shall comply with and be subject to the Nottingham Planning Board's Subdivision and Conditional Use Permit Conditions of Approval, attached hereto and incorporated herein as **Exhibit D**.

14. RIGHTS AND OBLIGATIONS OF PAWTUCKAWAY RIDGE OPEN SPACE SUBDIVISION HOMEOWNERS' ASSOCIATION

a. The rights and obligations of the Association shall exist at the earlier of the sale of twelve residential (12) lots subject hereto, to a third party, or written assignment of the rights and/or obligations hereunder from Declarant to the Association or three (3) years date of the recording of this Declaration. Declarant shall have the right at any time to assign some or all of the rights and obligations hereunder to the Association.

b. **Lawn Maintenance, Septic System Maintenance, Environmental Monitoring.** Declarant or the Association, as the case may be, subject to the rights and duties of the lot owners as set forth herein and/or in any condition approved by the Nottingham Planning Board, shall be responsible for ensuring each lot's compliance with Septic System Maintenance and Stormwater Maintenance or Management consistent with the terms of this Declaration.

c. **Personal Property and Real Property for Open Space Use.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Subdivision. The Association, acting through its Board of Directors, shall be responsible for day-to-day care and maintenance of the Open Space Easement Deed area, and compliance with the terms and conditions of the Open Space Easement Deed

d. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development, which rules and regulations shall be consistent with the rights and duties established by this Declaration, the Open Space Easement Deed, and the terms and conditions of the approval granted by the

Town of Nottingham Planning Board. Sanctions may include, but not be limited to, reasonable monetary fines. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances or nuisances. Imposition of sanctions shall be as provided in the By-Laws or this Declaration, or any written rules promulgated by the Association.

e. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

f. **Drainage Improvements.** Any drainage improvements shown on the Sheets 22 and 23 of the plan entitled "Subdivision Plan for Harbor Street Limited Partnership, Land of The Forgotten MTN Realty Trust, Tax Map 69, Lots 17, 17A & 18) Raymond Road, Nottingham, New Hampshire," by Doucet Survey LLC, and recorded in the Rockingham County Registry of Deeds as Plan D-44722(not recorded but on file at the Nottingham, New Hampshire Town Hall, and with the Association) which are not located within the Pawtuckaway Ridge Road right-of-way shall be maintained by the Declarant or the Association as the case may be as a common expense, or by the owners of the lot(s) on which a drainage facility is located in accordance with the Stormwater Inspection and Maintenance Manual on file with the Town of Nottingham.

g. Until the Declarant turns over of control of the Association to the Association in accordance with paragraph 14.a above, Declarant shall have all of the rights and obligations of the Association.

h. Each lot owner and the Association shall be obligated to comply in full with all provisions of this document and all attached Exhibits, as well as any other conditions of approval issued by the Nottingham Planning Board, including those conditions of approval contained upon any subdivision plan, site plan, or related plan or document.

i. Each lot/unit owner and the Association shall be subject to the provisions of the Open Space Easement Deed from the Declarant to the Association recorded of near or even date herewith.

15. SPECIAL PROVISIONS RELATING TO DRAINAGE FEATURES

In addition to the enforcement provisions provided herein, it is recognized that certain lots in the subdivision will be encumbered with drainage easement(s) and drainage features which may include but not be limited to, natural vegetative filter strips, detention facilities, infiltration facilities, and other features which are an integral part of the drainage system for the Subdivision. These features must be maintained by the Association in accordance with the conditions of approval of the subdivision and in accordance with the provisions of this Declaration. Said maintenance is subject to the enforcement provisions contained herein. In the event the Homeowners Association fails to maintain and repair a drainage facility or drainage facilities, the Town of Nottingham may enter the land and perform required repair and maintenance work. Any expenses incurred by the Town in doing so shall be reimbursed to the Town by the Association. If the Association does not pay such expenses within sixty (60) days of being presented a

statement for same, the expenses may be charged to the Association and/or owner(s) of the lot on which the drainage facility is located. Any such expenses shall be a lien against the lot(s) which shall have the same legal standing as a property tax lien.

16. ENFORCEMENT

a. The Declarant, each affected lot owner, and the Association must comply with the terms and conditions of this Declaration, the Open Space Easement Deed, and any and all conditions imposed by the Town of Nottingham Planning Board. If a lot owner fails to comply, the Homeowners Association shall have primary responsibility for the enforcement of terms, conditions and restrictions and may assess the cost, including reasonable attorneys' fees, against the lot owner. If the Association or the owner defaults in the performance of its duties, the Town of Nottingham may exercise the powers contained herein, in the Open Space Easement Deed and/or conditions imposed by the Nottingham Planning Board and any costs incurred by the Town, including reasonable attorneys' fees, may be assessed against the Association or the lot owner(s) as the case may be. The Town's enforcement authority shall be limited to Sections 1, 2 a-c, 6, 10, 16, 19 and 20 of this Declaration. This limitation relates only to provisions of this Declaration. It does not in any way limit or otherwise affect the Town of Nottingham's authority to enforce its ordinances, regulations, and conditions of approval within the Open Space Subdivision.

b. Declarant, the Association, and officials and agents of the Town of Nottingham shall have the right of reasonable access by foot on or across the lots subject to the terms of this Declaration in order to inspect, assess, and monitor said areas for compliance with the terms of the within Declaration. Absent exigent circumstances, reasonable advance notice shall be given to the owner of private lots to be accessed.

c. In the event of a violation of any of the provisions of this Declaration, the owner of the lot on which such violation has occurred, or the Association, if upon commonly owned land or the Open Space Easement Deed area, shall be notified in writing stating the nature of each such violation and the actions necessary to cure each violation. Such Notice of Violation shall be delivered by hand or by certified mail, return receipt requested.

d. Declarant, lot owner(s), or the Association, as the case may be, in the event of enforcement by the Town of Nottingham, shall diligently undertake the required action set forth in the Notice of Violation as to promptly cure the conditions constituting violations. The lot owner, Declarant, or the Association shall promptly notify the owner, the Association, and the Town of Nottingham authorities in writing of the actions being undertaken to cure said violations and the date on which said curative actions shall be completed.

e. If the Declarant, lot owner(s), or the Association, as the case may be, fails to undertake or diligently carry out and complete the required curative actions set forth in the Notice of Violation to the satisfaction of the enforcing entity, then the Declarant, owner(s) or Association and/or the Town of Nottingham acting through its duly authorized authority shall have the right, jointly or individually, to undertake any actions reasonably necessary to cure the violations, including the filing of appropriate legal action to enjoin conduct prohibited by this Declaration, the Open Space Easement Deed, and any conditions imposed upon the subdivision by the

Nottingham Planning Board. In such event, the cost of any curative actions, including, but not limited to, reasonable attorneys' fees and the cost of any restoration, shall be paid by the Declarant, lot owner(s), or the Association as the case may be if it is determined that the Declarant, said lot owner(s), or the Association is responsible for causing or allowing said violations. Any costs incurred by the Association, or the Town of Nottingham, shall be a lien against the lot(s) with respect to which enforcement is undertaken. Any lien imposed by the Town of Nottingham shall have the legal status of a lien for unpaid taxes.

f. Failure of the Town of Nottingham, the Declarant, or the Association to enforce against any violation(s) of this Declaration shall not be deemed to be a waiver or estoppel of the right to enforce.

17. HOMEOWNERS ASSOCIATION

a. The Declarant hereby creates the Pawtuckaway Ridge Open Space Subdivision Homeowners Association which shall be an unincorporated not-for-profit Association to become effective upon recording this Declaration and the Subdivision Plan.

b. The purpose for which the Association is created will be to assume responsibility for all of the obligations of the Association contained in this Declaration, the Open Space Easement Deed, any conditions imposed by the Town of Nottingham Planning Board and for all business affecting the Association as well as preparation of an annual budget and collection of association dues from all lot/duplex unit owners.

c. The initial annual fee to be paid by lot owners shall be determined by Declarant or the Association as the case may be to be deposited in the Association account at the time of the purchase of any lot. Said account will be under the control of Declarant until such time as the subdivision responsibilities are turned over to the Association. The annual budget, until changed by the Association or written notice by Declarant to lot owners, shall run from January 1st to December 31st of each year. The initial deposit at closing shall be pro-rated from the date of closing to the following December 31st.

d. All owners of lots in the Subdivision shall be members of the Association. The owner named in the deed to a lot shall be the individual(s) (or entity) with the authority to exercise the voting rights for that lot. The lot owner(s) may designate a representative to exercise his/her/its right to vote on any Association business by written notice to Declarant or the Association as the case may be.

e. Association business shall be conducted in accordance with the Bylaws attached hereto and incorporated herein as **Exhibit A** together with any rules promulgated by the Association and as from time to time amended by the Declarant or Homeowners Association as the case may be.

f. Declarant shall have all authority and shall exercise all rights of the Association until such time as it turns over control of the Association to the Association in accordance with paragraph 14.a above or at such earlier time as Declarant in his sole discretion relinquishes any

such rights and obligations to the Association. Among the rights which Declarant may exercise are the right to assess and collect fees from lot owners as provided in these covenants.

18. ASSOCIATION FEES AND ASSESSMENTS

a. Declarant shall have the right, until relinquished to the Association, to establish an annual budget for the management and maintenance of all common areas, including the Open Space area and other obligations contained herein, including the provision for performance bonds, and compliance with the requirements of the Open Space Easement. The fees or assessments shall be used for Open Space Easement Deed compliance and monitoring and other common property expenses, including, but not limited to, the payment of taxes and insurance and the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision and third-party services such as legal and accounting.

b. The owner of each lot within the property hereby agrees by acceptance of the deed to a lot to all of the terms and conditions of these covenants and to pay to the Association:

- (1) Annual fee(s) or charges; and
- (2) Special assessments for the purposes set forth above.

c. All fees and assessments, together with interest and costs of collection shall be the personal obligation of the person(s) or entity who was the owner of a lot at the time that the fee or assessment became due. In the case of co-ownership of a lot, all such co-owners shall be jointly and severally liable for the entire amount of the fees and assessments. In the case of a lot transfer, the obligation for fees or costs assessed prior to transfer shall run with the land. Upon the resale of a lot the prospective purchaser shall have the right to obtain from the Association a statement concerning the operation and financials of the Association as specified in RSA 356-A:9-b, including the following:

- (1) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding 2 fiscal years;
- (2) 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;
- (3) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- (4) A statement of the status of any pending suits or judgments in which the Association is a party defendant;
- (5) 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
- (6) 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.

d. If the assessment is not paid within thirty (30) days after the due date, interest shall accrue at the rate of one (1%) percent per month on the outstanding balance and the Association may bring an action against the owner(s) personally obligated to pay the same and place a lien against the lot, and there shall be added to the amount due all costs and expenses incurred, including reasonable attorneys' fees.

19. GENERAL PROVISIONS

a. All of the within covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any lot in such premises, regardless of how title was acquired for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants, conditions, and restrictions will be automatically extended for successive periods of ten (10) years.

b. This Declaration may be amended at any time by Declarant so long as he retains the interim management authority over the Association to correct any typographical error or to make any necessary changes to address lending issues without the consent of the lot owners. The Declarant shall not make any material change to the Declaration which would materially interfere with the rights of the lot owners. Once the Association has assumed responsibility, the Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of twelve (12) lot owners. Any amendment must be recorded at the Rockingham County Registry of Deeds. Provided, however, no amendment of this declaration or any exhibit may remove, revoke, or modify any right or privilege of Declarant without his or the assignee of such right or privilege; nor shall any amendment alter Sections 1, 2 a-c, 6, 10, 16, 19, or 20 without Nottingham Planning Board approval.

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

d. Without limiting any lot owner's responsibility/liability, Declarant or the Association as the case may be, shall have the right to assess a penalty against an owner or lot in the amount of One Hundred (\$100.00) Dollars per day (or such other amount as is promulgated in writing by of the Association) for the violation or breach of any of these covenants, conditions, reservations, or restrictions upon failure of a lot owner to cure such violation after reasonable notice to the violator. If the Town of Nottingham is required to seek court enforcement of these declarations against Declarant, Homeowners Association, or any lot owner, the Town may seek award of the maximum civil penalty allowed by the New Hampshire planning and zoning statutes existent at the time of the violation.

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

f. These covenants shall be read in conjunction with all other recorded documents affecting the subdivision including without limitation the Open Space Easement Deed and any conditions imposed by the Nottingham Planning Board. In the event of a conflict between these Restrictive Covenants and any other recorded documents affecting use of the lots or subdivision property, the more restrictive provision shall govern the use or activity on the lot or in the subdivision.

g. Failure to specifically refer to and include or incorporate these covenants in deeds to any lot shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to them.

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

i. Attached to this document as **Exhibit E** is a copy of the Fish and Game sign off letter with agreed conditions, along with the AOT state subdivision permit.

j. The Open Space Lot, Lot 17, as approved and shown on the prior recorded plans, is subject to all of these conditions and is part of the Association.

[Signature follows on the next page.]

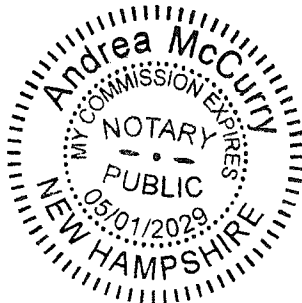
Executed this 18 day of April, 2025.

Declarant:
Chinburg Development, LLC

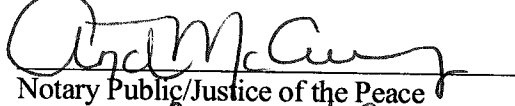
By: 
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 18 day of April, 2025, personally appeared the above named Eric J. Chinburg as Manager of Chinburg Development, LLC, known to me or satisfactorily proven to be the person whose name appears in the within document and acknowledged that he executed the same for the purposes contained therein,



Before me,


Notary Public/Justice of the Peace

Print Name: Andrea McCutty

My Commission Expires: 05-01-2029

EXHIBIT A

BYLAWS

ARTICLE I

Purpose and Applicability

Section 1. Purpose. There is hereby established the Pawtuckaway Ridge Open Space Subdivision Homeowners Association to administer the common property of the Pawtuckaway Ridge Open Space Subdivision in accordance with the Declaration of the Pawtuckaway Ridge Open Space Subdivision and these By-Laws, as may be lawfully amended from time to time. Any term not defined in these By-laws shall have the meaning as defined in the Declaration.

The foregoing shall be accomplished on a non-profit basis and no part of the net earnings of the Association, if any, shall inure to the benefit of any private person, firm, corporation, association or organization, except the Association or the individual lot Owners of the Subdivision in accordance with the covenants, conditions and restrictions as contained in the Declaration for the Subdivision.

Section 2. Applicability. All present and future owners, mortgagees, lessees, and occupants of the Subdivision, and their employees and any other person who may use the facilities of the Subdivision in any manner, are subject to the Declaration and these By-Laws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a home at the Subdivision shall constitute an agreement that the Declaration and By-Laws are accepted, ratified, and will be complied with.

Section 3. Without waiving the foregoing or any provision hereof, each lot owner shall also be subject to and shall comply with:

i) Declaration of Covenants, Conditions and Restrictions for the Pawtuckaway Ridge Open Space Subdivision of Pawtuckaway Ridge Road, Nottingham, NH dated April 23, 2025 and recorded in the Rockingham County Registry of Deeds immediately prior hereto.

ii) Plans entitled "Subdivision Plan for Harbor Street Limited Partnership, land of The Forgotten MTN Realty Trust, (Tax Map 69, Lot 17A), Raymond Road, Nottingham, NH" dated December 18, 2023 by Doucet Survey, LLC and recorded in the Rockingham County Registry of Deeds as Plan No. D-44722.

iii) The terms and conditions of a certain Open Space Easement Deed recorded immediately subsequent hereto.

iv) Any and all conditions and requirements of any approvals of the Nottingham Planning Board with respect to the Subdivision, (Case # 24-001), Tax Map 69, Lot 17 & 19), final

subdivision conditional approval issued June 12, 2024.

ARTICLE II
The Association

Section 1. Name. The name of this Association, which shall be an unincorporated non-profit New Hampshire Association, is the Pawtuckaway Ridge Open Subdivision Homeowners Association (hereinafter "Association").

Section 2. Membership. Each lot owner, upon acquisition of a lot in the Subdivision, shall automatically become a member of the Association. Membership may be held in the name of more than one owner. Such membership shall terminate upon the sale or other disposition by such lot owner, at which time the lot owner shall automatically become a member of the Association. In addition to any other rights that the Declarant may have pursuant to the Declaration, Declarant shall be a member of the Association with respect to all lots owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such lots and the power to vote the same.

ARTICLE III
Meetings

Section 1. Place of Meetings. Meetings of the Lot Owners shall be held at the Subdivision or such other suitable place convenient to the lot owners as may be designated by the officers of the Association or the Declarant as the case may be.

Section 2. Annual Meeting. The first annual meeting of the Association shall be called by the Declarant within one (1) year of the recording of the Declaration and these By-Laws. Thereafter, the annual meeting shall be held on the first Tuesday of the same calendar month as the first annual meeting was held or such other date and time as the Association shall designate. Such annual meeting shall be held at such place and time as the Association may, through its officers, elect.

Section 3. Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by a majority of the Board of Directors. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any four (4) lot owners or their assignees, such officer shall forthwith cause to be given to the members entitled thereto notice of the time, place and purpose of the special meeting. The meeting is to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of such request. If such notice is not given within ten (10) days after the delivery or mailing of such request, the lot Owners requesting the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be held at such place on the Subdivision property or at such other place within the Town of Nottingham, NH as designated in said notice.

Section 4. Notice of Regular Meetings. Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the

Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these By-Laws to give such notice. Notice shall be given by certified U.S. Mail, return receipt requested, in accordance with New Hampshire law. Notice of the time, place and purpose of any meeting of members of the Association, may be waived in writing by any member(s) of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him of notice of such meeting.

Section 5. Adjourned Meetings. If any meeting of lot Owners cannot be organized due to the failure to obtain a quorum, the lot Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than seventy-two (72) hours from the time that the original meeting was called. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Order of Business at Annual Meetings. The order of business at all regular meetings of members of the Association shall be as follows:

- a. calling of meeting to order;
- b. proof of notice of meeting or waiver of notice and certification of proxies;
- c. reading of minutes of preceding meeting;
- d. reports of officers and committees;
- e. election of officers and directors;
- f. unfinished and/or old business;
- g. new business; and
- h. adjournment.

Section 7. Order of Business at Special Meetings. The business at each special meeting shall be that business specified in the notice thereof.

Section 8. Actions without a Meeting. All actions, except removal of officers, may be taken without a meeting with the written approval of one hundred percent (100%) of the lot owners ; provided that, except in case of emergencies, notice is provided to all lot owners.

ARTICLE IV Voting

Section 1. Allocation of Votes. The owner(s) of each lot, regardless of the number of owners of such a lot, shall be entitled to one equal vote (each lot is entitled to one (1) vote) in accordance with The Declaration of Covenants, Conditions and Restrictions for the Pawtuckaway Ridge Open Space Subdivision Homeowners Association filed in the Rockingham County Registry of Deeds immediately prior hereto, at any duly called meeting or for any action taken without

a meeting in accordance with these By-Laws. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a lot, and if only one person is present at a meeting of the Association, that person shall be entitled to cast the votes appertaining to that lot. The Declarant or its nominee shall be the voting member with respect to any lot(s) owned by the Declarant.

No votes in the Association shall be deemed to appertain to any lot during such time as the lot Owner thereof is the Association.

Section 2. Proxies. Votes may be cast by proxy. Designation of a proxy shall be made in writing to the Association and shall be revocable at any time by actual notice to the Association. Revocation shall not affect any vote or act previously taken or authorized.

Section 3. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons representing at least nine (9) of the seventeen (17) residential lot Owners in the subdivision are in attendance either in person or by proxy at the beginning of such meeting.

Section 4. Transaction of Business. All business, except as otherwise specified in these By-Laws, the Declaration or New Hampshire law, shall be by simple majority vote of the eligible votes cast at any meeting of the Association, or meeting of owners, at which a quorum exists.

ARTICLE V

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors elected by the lot owners, composed of at least one (1) but not more than five (5) persons, each of whom must be a lot Owner (or shareholder, member, trustee of a lot Owner) from whom shall be elected the officers of the Association. Notwithstanding the foregoing, and/or anything herein to the contrary, one of the Directors shall be the Declarant for so long as Declarant owns at least one (1) lot, unless Declarant waives this right in writing. No more than one director shall be elected from each lot Owner.

Section 2. Administration and Powers. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not prohibited by law, the Declaration or By-Laws, or by a vote of the Association at its annual meeting.

Section 3. Election and Term of Office. Each year at the annual meeting, the lot Owners shall determine the number (up to five (5)) directors to be elected, but the number of directors shall always be an odd number. Each lot owner shall be entitled to nominate and vote for the number of directors as are being elected. For instance, if there are 3 directors being elected, each lot owner shall be entitled to vote for up to 3 directors. Without limiting the foregoing, so long as Declarant owns a lot, Declarant or its nominee shall be a Director. Election of directors shall, by simple majority. Each Director shall serve a one (1) year term unless

otherwise determined by the Association.

Section 4. Vacancies. Vacancies in the Board of Directors shall be filled by appointment by the applicable lot owner(s). Each Director so elected shall serve until a successor is chosen at the next annual meeting of the Association. Death, incapacity, or resignation of any Director or his continuous absence from the State of New Hampshire for more than six (6) months shall cause his/her office to become vacant.

Section 5. Removal of Directors. At any regular or special meetings of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of lot Owners said Director represents and a successor may then and there be appointed to fill the vacancy thus created.

Section 6. Organizational Meeting. An organizational meeting of the Board of Directors shall be held within one (1) week after each annual meeting of the Association at such time and place as shall be fixed by the Directors, and no notice shall be necessary to the Directors in order to legally constitute such meeting, provided that the whole Board must be present.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail or by telephone, or electronic mail twenty-one (21) days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days written notice to each Director, given personally or by mail or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board, unless he/she objects to the calling of the same, shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board, a simple majority of the number of elected Directors shall constitute a quorum for the transaction of business, and the simple majority of the directors act(s) of the Directors present at a meeting at which a quorum is present shall be the act(s) of the Board. If, at any meeting of the Board there be less than a quorum present, the majority of those present shall adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Bonds of Officers and Employees. The Board of Directors shall, unless unanimously waived in writing, require that all officers and employees handling or responsible

for Association funds shall furnish adequate bonds upon terms as established by the Board of Directors. The premiums on such bonds shall be paid by the Association.

Section 12. Compensation. Compensation for Directors shall be paid only upon the unanimous vote of the Association at its annual meeting, and when voted, shall be paid in accordance with said vote until changed by vote of the Association at a subsequent meeting.

Section 13. Action of Board of Directors. Any action of the Board of Directors shall be by a majority at any regularly constituted meeting of the Board. Action may be taken by outside a regularly scheduled meeting by unanimous written consent of the Board of Directors, when required for the operation of the Association at some time other than a regularly scheduled Board meeting.

Section 14. Interim Management by Declarant. From and after the date of the recording of these By-Laws, the Declarant shall 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 the Lot Owners. Said transfer of said powers and responsibilities shall occur upon the first to occur of: (1) the time of four (4) months after seventeen (17) residential lots in the Subdivision have been sold; or three (3) years from the date of the recording of the Declaration, or (3) the date the Declarant relinquishes its powers hereunder. No contract binding the Association, or the Lot Owners as a group, which shall have been entered into during the period of 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 lot owners in the Subdivision.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be President, Secretary and Treasurer, all of whom shall serve on the Board of Directors and shall be lot Owners. The Association may appoint such other officers as may in their judgment be necessary.

Section 2. Election of Officers. The officers shall be elected annually from the duly elected Directors by majority vote of the directors.

Section 3. President. The President shall be the chief executive officer of the Association, and shall have all the general powers and duties which are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New Hampshire, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The President shall be the Chairperson of the Board of Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and the Board of Directors and shall have charge of such books and papers as the Association may direct; and shall, in general, perform all duties incident to the office of

Secretary of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. The Secretary shall be responsible for sending all notices required by New Hampshire law and for sending all other notices required by law or these By-Laws.

Section 5. Treasurer. The Treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data, and in general, shall perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. No payment voucher shall be paid unless and until approved by the Treasurer, or the Treasurer and any other officer if so directed by the Association.

Section 6. Execution of Documents. All agreements, contracts, deeds, checks, leases and other instruments of the Association shall be executed by such person or persons as may be designated by the Board of Directors and/or the Association.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such unless and until authorized by vote of the Association at an annual meeting.

ARTICLE VII

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall, from time to time and at least annually, prepare a budget for the Association, to determine the amount of the common charges payable by the lot Owners to meet the common expenses related to the common areas of the Subdivision, including without limitation, the Open Space Easement Deed pro-rata, and the cost of a third party professional entity hired by the Town of Nottingham to annually monitor the Open Space Easement Deed area, each lot being responsible for one-seventeenth (1/17) of the common expenses. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including, without limitation, amounts for working capital of the Subdivision, a general operating reserve, a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all lot Owners promptly in writing, but in any case within fifteen (15) days of finalization of the said budget of common area charges, of the amount of the common area charges payable by each of them respectively, as determined by the Board of Directors, and shall furnish copies of each budget on which such common area charges are based to all lot Owners and to their respective mortgagees upon request.

The Board of Directors shall as needed establish an additional budget and/or issue special assessments for anticipated or unforeseen maintenance, repair, and/or capital expenses, or any other item or expense which reasonably is an expense that ought to be shared by all of the lot Owners, to be assessed in accordance with the lot Owner's interests in the Common Areas and more particular, those requirements for maintenance and upkeep of as specified in the Declaration.

Section 2. Payment of Common Charges. All lot Owners shall be obligated to pay the common area charges assessed by the Board of Directors pursuant to the provisions of Section 1, above, monthly in advance or upon such date or dates as the Board of Directors shall determine.

Section 3. Reserve Maintenance Account. The Board of Directors is empowered to establish a Reserve Maintenance Account to be funded by special assessment of all lot Owners in proportion to their equal interest in the Common Areas at such time or times and in such amounts as the Board of Directors deems advisable. Said account shall also be funded by any surplus on hand in the account funded by monthly maintenance charges at the end of the fiscal year of the Association which the Board of Directors deem advisable and available to transfer into the Reserve Maintenance Account. All funds received by the Board of Directors from insurance in excess of amounts necessary to repair any damaged Common Areas shall be placed in the Reserve Maintenance Account.

The funds contained in the Reserve Maintenance Account shall not be used to defray normal monthly operating expenses and thus be used to reduce the monthly maintenance charges of the lot Owners, unless so voted at an annual meeting of the lot Owners.

Section 4. Collection of Assessments. The Board of Directors shall assess common charges against the lot Owners from time to time (at least annually) and shall take prompt action to collect any common charges due from any lot Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5. Default in Payment of Common Charges. In the event of default by any lot Owner in paying to the Association the common charges as determined by the Board of Directors, such lot Owner shall be obligated to pay interest at the rate of one (1%) percent per month on such common charges from the date thereof, together with all expenses, including attorney's fees, incurred by the Association in any proceeding brought to lien, enforce or collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon at a rate of one (1 %) percent per month and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against such lot Owner(s). The Association shall have a lien for any unpaid common charges as specified in the Declaration and may, at its discretion, file the same at the Rockingham County Registry of Deeds.

Section 6. Enforcement of Liens for Unpaid Common Charges. In any action brought by the Association to enforce a lien on a lot Owner because of unpaid common charges, the Association, acting on behalf of all lot Owners shall have, in addition to all other remedies at law or in equity, the power to purchase such lot at any Sheriff's sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. However, the Association shall not be permitted to exercise the votes appertaining to said lot Owner. Should the Association purchase the lot at a Sheriff's sale, the lot Owner shall be required to pay a reasonable rental for the use of his/her its lot and the plaintiff in such enforcement action shall be entitled to the appointment of a receiver to collect the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without otherwise enforcing or waiving the lien securing the same.

Section 7. Statement of Common Charges. The Board of Directors shall deliver to any lot Owner so requesting, in writing, a recordable statement of all unpaid common charges due from such lot Owner. Said statement is to be provided within ten (10) days of receipt of the request.

Section 8. Use of Lots and Common Areas of The Subdivision. In order to provide for congenial occupancy of the property and for the protection of the values of each of the lots within The Subdivision, the use of all property within the Subdivision shall be subject to the following general requirements:

a. The Common Areas of the property shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and enjoyment of the lot Owners.

b. No nuisance shall be allowed on the property, nor shall any use or practice be allowed which is a source of unreasonable annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents, to include unreasonable loud noises from radios, record players, or any other source.

c. No improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violation of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be eliminated, by and at the sole expense of the lot Owners of the Association or the Association itself, whichever shall have the obligation to maintain or repair such portion of the property.

d. Lot Owner(s) may rent their improved real estate via a written lease as provided in Section 2.c. of the Declaration; however, any tenant and all who are on the lot Owner's property or any Common Area premises shall be subject to the terms and conditions of all recorded documents, and any other rules and regulations passed by the Declarant or Association as the case may be. The shortest rental term shall be six months. No lot Owner's home shall be subleased. No transients may be accommodated therein. Shorter-term leases or rentals are strictly prohibited.

Section 9. Abatement of Nuisance. Except in exigent circumstances, upon seven (7) days written notice to any lot Owner to abate any nuisance, offensive, or unlawful condition on the premises, the Association may undertake to eliminate the condition at the expense of the lot Owner responsible for the creation of the condition. The titled lot Owner shall be the responsible party for abatement whether the lot is occupied by a tenant or invitee of the lot Owner. Any reasonable expenses incurred by the Association for abatement of any such condition shall be considered as a common charge applicable to the lot Owner in accordance with the provisions of the Declaration and these By-Laws. Should any such condition continue or recur after ten (10) days written notice to the lot Owner that such action will be taken, the Association may seek an injunction in the appropriate court against the lot Owner or individual causing the offensive condition. All costs of legal proceedings, including reasonable attorney's fees, shall be chargeable to the lot Owner as a common expense.

Section 10. Improvements. If nine (9) or more of the seventeen (17) lot Owners having interest rights in the common areas of the Subdivision as set forth in the Declaration, or more, agree to make improvement of the Common Areas of the property, the costs shall be assessed to all lot owners as a common or equal expense.

Section 11. Rules of Conduct. Subject to declaration provisions requiring review and approval by the Nottingham Planning Board, Rules, regulations and/or covenants (which, in the discretion of the Board of Directors, may be recorded in Rockingham County Registry of Deeds) concerning the use of the lots and the Common Areas of the Subdivision may be promulgated and amended by the Association and copies of the same shall be furnished to each lot Owner. Such rules, regulations, and covenants shall be enforced through the provisions of the Declaration and these Bylaws and/or as contained in such rules and regulations or covenants, regardless of whether recorded.

Section 12. Individual Well and Individual Septic System Maintenance and Repair.

Each lot is serviced by an individual well and individual septic system. Declarant shall install as part of the site infrastructure, in accordance with NH-DES-SSB permitting, each lot's leach field system(s) to serve the lot's dwelling as well as each lot's forced main septic line(s) leading to each leach field and stubbed off at the lot owner's property line for connection to the septic tank and leach field system located on each lot.

Septic System Maintenance: Individual septic tanks, aeration systems, pumps, force mains, and leach fields shall be owned by individual lot owners. Each septic tank/system shall be subject to the Declaration.

If an individual lot owner(s) fails to properly maintain, repair, or replace his/her septic tank, aeration system, pumps, force main, or leach field, the Association shall have the right and the duty to maintain, repair, or replace that system, after reasonable notice to the lot owner, and all costs incurred by the Association in maintaining, repairing, or replacing the system, including reasonable legal fees, shall be paid by the lot owner, and until paid shall become a lien on the lot.

The Declarant shall install each individual well in compliance with NH DES permitting. Each lot owner will be responsible for the testing, maintenance and repair of the well.

Section 13. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each lot through a separate meter and each lot owner shall be required to pay the bills for electricity consumed or used in the home. Electricity serving the Common Areas of the property (if any) shall be separately metered and the Association shall pay all bills for electricity consumed in such portion of the common areas as a common expense.

Section 14. Lawn Maintenance. Subject to and without limiting the requirements of the Declaration, the Association will maintain common area lawns, native plantings, or shrubs in designated areas (unless otherwise agreed by Open Space Easement Deed), and common areas exclusive to the use and enjoyment of the property by lot owners. Lot owners agree to maintain

lawns and landscaping features located on their own Lot in a neat and orderly manner at their cost or as otherwise provided in the Declaration.

ARTICLE VIII Transfer of Ownership

Section 1. No Severance of Ownership. No lot owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his lot without including therein the appurtenant one-seventeenth (1/17) interest in the common areas, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any lot may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the lot to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all lots.

Section 2. Payment of Assessments. No lot owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his/her lot unless and until he/she shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his/her lot and until he/she shall have satisfied all unpaid liens against such lot, except for permitted mortgages. Any Grantee of an interest in a lot takes the same subject hereto and subject to the Declaration, the Open Space Easement Deed, and any conditions of approval issued by the Nottingham Planning Board.

ARTICLE IX Mortgages

Section 1. Notice to Board of Directors. A lot owner, who mortgages his/her lot or improved property thereon, shall notify the Board of Directors of the name and address of his/her mortgagee and shall file a conformed copy of the mortgage with the Board of Directors. The Board shall maintain such information in a book entitled "Mortgages of the Lots".

Section 2. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a lot owner, shall promptly report any then unpaid common expenses due from, or any default by, the owner of the mortgaged lot.

Section 3. Notice of Default. The Board of Directors, when giving notice to a lot owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each lot Owner and each mortgagee of a lot shall be permitted to examine the books of account of the Association at reasonable times, on business days.

ARTICLE X
Records and Audits

The Secretary shall keep detailed records of the actions of the Association and the Board of Directors, minutes of meetings, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each lot (if applicable), which, among other things, shall contain the amount of each assessment of common charges against such lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the deed to the property, these By-Laws, rules and regulations, and site plans of the Subdivision lots (the approved Subdivision) as the same may be amended from time to time, shall be maintained by the Secretary of the Association and shall be available for inspection by lot owners and their authorized agents during reasonable hours upon notice to the Secretary.

ARTICLE XI
Miscellaneous

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provisions hereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or other provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.


Section 5. Common Area. The term common area or area for common use for the purpose of these By-Laws shall be deemed to include references to the Subdivision Plan, Declaration and By-Laws and Open Space Easement Deed.

[Signature Page Follows]

APPROVED this 18 day of April, 2025.

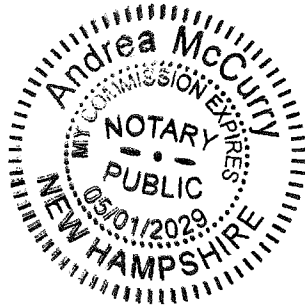
Declarant: Chinburg Development, LLC

By:


Eric J. Chinburg, Manager

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 18 day of April, 2025, personally appeared the above named Eric J. Chinburg, as Manager of Chinburg Development, LLC, known to me or satisfactorily proven to be the person whose name appears in the within document and acknowledged that he executed the same for the purposes contained therein,



Before me,

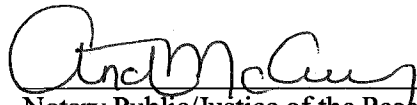

Notary Public/Justice of the Peace
Print Name: Andrea McCutty
My Commission Expires: 05-01-2029

EXHIBIT B

Legal Description of Open Space Remaining Land of 17 & Proposed Subdivision

Two certain parcels of land in Nottingham, Rockingham County, New Hampshire, and shown on a plan entitled "Subdivision Plan for Harbor Street Limited Partnership, land of The Forgotten MTN Realty Trust, (Tax Map 69, Lots 17 & 18), Raymond Road, Nottingham, NH" dated December 18, 2023 by Doucet Survey, LLC and recorded in the Rockingham County Registry of Deeds as Plan No. D-44722 ("the Subdivision Plan") and more particularly described as follows:

Parcel 1 - Open Space Remaining Land of 17

Beginning at a rebar set on the westerly side of Raymond Road/Route 156 in the Town of Nottingham, County of Rockingham, State of New Hampshire, said point being the common lot corner with land of Wayne W. & Donna G. Bibeau (Tax Map 69, Lot);

Thence along land of said Bibeau the following four courses; N 62° 11' 52" W, a distance of 149.98' to a granite bound set;

Thence N 83° 36' 45" W, a distance of 104.90' to a granite bound set; Thence S 68° 34' 47" W, a distance of 82.15' to a granite bound set;

Thence S 25° 22' 23" W, a distance of 245.60' to a granite bound to be set at the northerly side of a proposed road to be called Spruce Peak Drive;

Thence along proposed Spruce Peak Drive the following four courses;

Along a curve turning to the right with a delta of 20° 00' 26", a radius of 225.00' and a length of 78.57' to a granite bound to be set;

Thence N 29° 11' 18" W, a distance of 114.86' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 02° 46' 28", a radius of 325.00' and a length of 15.74' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 12° 58' 25", a radius of 325.00' and a length of 73.59' to a granite bound to be set at proposed lot 1;

Thence along proposed lot 1 the following two courses;

Thence N 16° 20' 35" E, a distance of 315.09' to a granite bound to be set;

Thence N 74° 42' 22" W, a distance of 179.95' to a granite bound to be set at proposed lot 2; Thence N 79° 08' 22" W, a distance of 205.71' to a granite bound to be set at proposed lot 3; Thence along proposed lot 3 the following three courses;

Thence S 71° 39' 52" W, a distance of 105.43' to a granite bound to be set; Thence S 08° 15' 04" W, a distance of 59.91' to a granite bound to be set;

Thence S 71° 47' 29" W, a distance of 45.44' to a granite bound to be set to proposed lot 4; Thence along proposed lot 4 the following four courses;

S 86° 43' 21" W, a distance of 128.23' to a granite bound to be set; Thence S 34° 34' 27" W, a distance of 80.24' to a granite bound to be set;

Thence S 29° 53' 58" E, a distance of 226.44' to a granite bound to be set at

proposed Spruce Peak Drive;
Thence along proposed Spruce Peak Drive along a curve turning to the left with a delta of $02^{\circ} 11' 00.3''$, a radius of 525.00' and a length of 20.01' to a granite bound to be set at proposed lot 5;
Thence along proposed lot 5 the following two courses;
Thence N $33^{\circ} 50' 29''$ W, a distance of 275.93' to a granite bound to be set;
Thence S $47^{\circ} 44' 29''$ W, a distance of 186.73' to a granite bound to be set at proposed lot 6; Thence along proposed lot 6 S $47^{\circ} 44' 29''$ W, a distance of 168.40' to a granite bound to be set at proposed lot 7;
Thence S $53^{\circ} 55' 24''$ W, a distance of 147.95' to a granite bound to be set at proposed lot 8; Thence S $51^{\circ} 57' 44''$ W, a distance of 261.17' to a granite bound to be set at proposed lot 9; Thence along proposed lot 9 the following two courses;
S $22^{\circ} 29' 49''$ W, a distance of 127.22' to a granite bound to be set;
Thence S $08^{\circ} 51' 29''$ E, a distance of 132.99' to a granite bound to be set at proposed lot 10; Thence along proposed lot 10 the following two courses;
S $08^{\circ} 51' 29''$ E, a distance of 130.32' to a granite bound to be set;
Thence S $59^{\circ} 07' 30''$ E, a distance of 132.60' to a granite bound to be set at proposed lot 11; Thence along proposed lot 11 the following three courses;
S $79^{\circ} 28' 06''$ E, a distance of 175.64' to a granite bound to be set;
Thence N $72^{\circ} 58' 02''$ E, a distance of 147.09' to a granite bound to be set;
Thence N $14^{\circ} 14' 01''$ W, a distance of 205.24' to a granite bound to be set at proposed Spruce Peak Drive;
Thence along proposed Spruce Peak Drive along a curve turning to the left with a delta of $32^{\circ} 14' 33.4''$, a radius of 100.00' and a length of 56.27' to a granite bound to be set at proposed lot 12;
Thence along proposed lot 12 the following two courses;
S $35^{\circ} 24' 18''$ E, a distance of 221.19' to a granite bound to be set;
Thence N $47^{\circ} 28' 13''$ E, a distance of 170.49' to a granite bound to be set at proposed lot 13; Thence N $45^{\circ} 46' 25''$ E, a distance of 177.40' to a granite bound to be set at proposed lot 14; Thence N $45^{\circ} 46' 25''$ E, a distance of 149.35' to a granite bound to be set at proposed lot 15; Thence N $64^{\circ} 30' 10''$ E, a distance of 152.61' to a granite bound to be set at proposed lot 16; Thence along proposed lot 16 the following two courses;
N $52^{\circ} 13' 14''$ E, a distance of 148.74' to a granite bound to be set;
Thence N $35^{\circ} 55' 10''$ E, a distance of 122.68' to a granite bound to be set at proposed Spruce Peak Drive;
Thence along proposed Spruce Peak Drive the following four courses;
Along a curve turning to the right with a delta of $19^{\circ} 26' 30''$, a radius of 275.00' and a length of 93.31' to a granite bound to be set;
Thence S $29^{\circ} 11' 18''$ E, a distance of 32.98' to a granite bound to be set; Thence S $29^{\circ} 11' 18''$ E, a distance of 81.88' to a granite bound to be set;
Thence along a curve turning to the left with a delta of $03^{\circ} 47' 44''$, a radius of 275.00' and a length of 18.22' to a granite bound to be set at proposed Tax Map 69, Lot 17A;
Thence along proposed Tax Map 69, Lot 17A the following two courses; S $58^{\circ} 40' 03''$ W, a distance of

106.71' to a granite bound to be set; Thence S 16° 18' 12" W, a distance of 57.01' to a granite bound to be set; Thence S 16° 16' 22" W, a distance of 469.56' to a rebar at land of Baxter Family Revocable Trust; Thence along said Baxter Family Revocable Trust S 19° 07' 00" W, a distance of 236.71' to a rebar at land of Derek R. & Darren P. Davidson; Thence along land of said Davidson S 21° 14' 43" W, a distance of 218.35' to a rebar at land of Adrian F. & Donna J. Price; Thence along land of said Price S 20° 17' 06" W, a distance of 233.41' to a rebar at land of Aaron J. & Tish H. Wojtkowski; Thence along land of said Wojtkowski S 18° 40' 38" W, a distance of 219.12' to a rebar at land of Alexander M. Cacciarelli and the Nottingham and Raymond town line; Thence along land of said Cacciarelli and said town line the following two courses; N 75° 52' 25" W, a distance of 7.09' to a rebar; Thence N 76° 05' 21" W, a distance of 325.11' to a rebar at land of Suminsby 2018 Trust; Thence along land of said Suminsby 2018 Trust and said town line N 76° 10' 32" W, a distance of 1374.64' to a rebar at land of David C. Whitney Revocable Trust; Thence along land of said David C. Whitney Revocable Trust N 18° 11' 34" E, a distance of 1966.90' to a rebar; Thence N 18° 11' 34" E, a distance of 7.3'(+/-) to the edge of the Pawtuckaway River; Thence along the edge of the Pawtuckaway River 2,015'(+/-) to a point at land of Vincent J. & Carrie A. Rosalia; Thence along land of said Rosalia the following two courses; S 18° 02' 29" W, a distance of 9.2'(+/-) to a rebar; Thence S 18° 02' 29" W, a distance of 269.71' to a rebar at land of Nathaniel B. & Jennifer Bernitz; Thence along land of said Bernitz S 14° 09' 48" W, a distance of 231.49' to a rebar at land of Nathan & Kathryn McBride; Thence along land of said McBride the following three courses; Thence S 17° 11' 11" W, a distance of 115.90' to a rebar; Thence S 68° 14' 35" E, a distance of 261.59' to an iron rod; Thence N 83° 25' 12" E, a distance of 275.25' to a rebar at the westerly side of Raymond Road/Route 156; Thence along Raymond Road/Route 156 S 17° 16' 00" W, a distance of 137.88' to the rebar at the point of beginning.

Said area contains 2,969,388 square feet(+/-) or 68.2 acres(+/-)

Parcel 2 - Proposed Subdivision

Beginning at rebar on the westerly side of Raymond Road/Route 156 in the

Town of Nottingham, County of Rockingham, State of New Hampshire, said point being the southeast corner of land of Wayne W. & Donna G. Bibeau;
Thence along said Raymond Road/Route 156 S 16° 28' 54" W, a distance of 100.07' to a rebar at the northeast corner of land of Ernest E. Broadway;
Thence along land of said Broadway the following four courses;
Along a curve turning to the left with a delta of 90° 00' 01", a radius of 25.00' and a length of 39.27' to a granite bound to be set;
Thence N 73° 40' 34" W, a distance of 20.84' to a granite bound to be set;
Thence along a curve turning to the right with a delta of 24° 26' 46", a radius of 275.00' and a length of 117.33' to a granite bound to be set;
Thence N 49° 11' 44" W, a distance of 99.43' to a granite bound to be set at proposed Tax Map 69, Lot 17A;
Thence along proposed Tax Map 69, Lot 17A the following two courses; N 49° 11' 44" W, a distance of 133.40' to a granite bound to be set;
Thence along a curve turning to the right with a delta of 16° 12' 41", a radius of 275.00' and a length of 77.81' to a granite bound to be set at proposed Open Space (Remaining Land Lot 17); Thence along said proposed Open Space the following four courses;
Along a curve turning to the right with a delta of 03° 47' 44", a radius of 275.00' and a length of 18.22' to a granite bound to be set;
Thence N 29° 11' 18" W, a distance of 81.88' to a granite bound to be set; Thence N 29° 11' 18" W, a distance of 32.98' to a granite bound to be set;
Thence along a curve turning to the left with a delta of 19° 26' 30", a radius of 275.00' and a length of 93.31' to a granite bound to be set at proposed lot 16;
Thence along proposed lot 16 the following two courses;
S 35° 55' 10" W, a distance of 122.68' to a granite bound to be set;
Thence S 52° 13' 14" W, a distance of 148.74' to a granite bound to be set at proposed lot 15; Thence S 64° 30' 10" W, a distance of 152.61' to a granite bound to be set at proposed lot 14; Thence S 45° 46' 25" W, a distance of 149.35' to a granite bound to be set at proposed lot 13; Thence S 45° 46' 25" W, a distance of 177.40' to a granite bound to be set at proposed lot 12; Thence along proposed lot 12 the following two courses;
S 47° 28' 13" W, a distance of 170.49' to a granite bound to be set;
Thence N 35° 24' 18" W, a distance of 221.19' to a granite bound to be set at proposed Spruce Peak Drive;
Thence along a curve turning to the right with a delta of 32° 14' 33", a radius of 100.00' and a length of 56.27' to a granite bound to be set at proposed lot 11;
Thence along proposed lot 11 the following three courses;
S 14° 14' 01" E, a distance of 205.24' to a granite bound to be set;
Thence S 72° 58' 02" W, a distance of 147.09' to a granite bound to be set;
Thence N 79° 28' 06" W, a distance of 175.64' to a granite bound to be set at proposed lot 10; Thence along proposed lot 10 the following two courses;
Thence N 59° 07' 30" W, a distance of 132.60' to a granite bound to be set;
Thence N 08° 51' 29" W, a distance of 130.32' to a granite bound to be set at proposed lot 9; Thence along proposed lot 9 the following two courses;
N 08° 51' 29" W, a distance of 132.99' to a granite bound to be set;

Thence N 22° 29' 49" E, a distance of 127.22' to a granite bound to be set at proposed lot 8; Thence N 51° 57' 44" E, a distance of 261.17' to a granite bound to be set at proposed lot 7; Thence N 53° 55' 24" E, a distance of 147.95' to a granite bound to be set at proposed lot 6; Thence N 47° 44' 29" E, a distance of 168.40' to a granite bound to be set at proposed lot 5; Thence along proposed lot 5 the following two courses;
Thence N 47° 44' 29" E, a distance of 186.73' to a granite bound to be set;
Thence S 33° 50' 29" E, a distance of 275.93' to a granite bound to be set at proposed Spruce Peak Drive;
Thence along a curve turning to the right with a delta of 02° 11' 00", a radius of 525.00' and a length of 20.01' to a granite bound to be set at proposed lot 4;
Thence along proposed lot 4 the following three courses;
Thence N 29° 53' 58" W, a distance of 226.44' to a granite bound to be set; Thence N 34° 34' 27" E, a distance of 80.24' to a granite bound to be set;
Thence N 86° 43' 21" E, a distance of 128.23' to a granite bound to be set at proposed lot 3; Thence along proposed lot 3 the following three courses;
Thence N 71° 47' 29" E, a distance of 45.44' to a granite bound to be set; Thence N 08° 15' 04" E, a distance of 59.91' to a granite bound to be set;
Thence N 71° 39' 52" E, a distance of 105.43' to a granite bound to be set at proposed lot 2; Thence S 79° 08' 22" E, a distance of 205.71' to a granite bound to be set at proposed lot 1; Thence along proposed lot 1 the following two courses;
S 74° 42' 22" E, a distance of 179.95' to a granite bound to be set;
Thence S 16° 20' 35" W, a distance of 315.09' to a granite bound to be set at the northerly side of proposed Spruce Peak Drive;
Thence along proposed Spruce Peak Drive the following nine courses;
Thence along a curve turning to the right with a delta of 12° 58' 25", a radius of 325.00' and a length of 73.59' to a granite bound to be set;
Thence along a curve turning to the right with a delta of 02° 46' 28", a radius of 325.00' and a length of 15.74' to a granite bound to be set;
Thence S 29° 11' 18" E, a distance of 114.86' to a granite bound to be set;
Thence along a curve turning to the left with a delta of 20° 00' 26", a radius of 225.00' and a length of 78.57' to a granite bound to be set at land of said Bibeau;
Thence continuing along said proposed Spruce Peak Drive and land of Bibeau the following five courses;
S 49° 11' 44" E, a distance of 133.40' to a granite bound to be set; Thence S 49° 11' 44" E, a distance of 99.43' to a granite bound to be set;
Thence along a curve turning to the left with a delta of 24° 26' 46", a radius of 225.00' and a length of 96.00' to a granite bound to be set;
Thence S 73° 40' 34" E, a distance of 21.09' to a granite bound to be set;
Thence along a curve turning to the left with a delta of 90° 09' 40", a radius of 25.00' and a length of 39.34' to the rebar at the point of beginning.

Said area contains 822,874 square feet or 18.89 acres.

EXHIBIT C

OPEN SPACE EASEMENT DEED

OPEN SPACE EASEMENT DEED

The undersigned, **Chinburg Development, LLC**, a New Hampshire limited liability company, with an address of 3 Penstock Way, Newmarket, New Hampshire 03857, (hereinafter referred to as the “Grantor”), which word where the context requires includes the plural and shall include, unless the context clearly indicates otherwise, the Grantor’s executors, administrators, legal representatives, devisees, heirs, successors and assigns, including without limitation any homeowners’ association created for the Subdivision (as defined below) for consideration, with **WARRANTY** covenants, grants this Conservation Easement Deed in perpetuity to the **Pawtuckaway Ridge Open Space Subdivision Homeowners Association (hereinafter referred to as the “Association”)** of 3 Penstock Way, Newmarket, New Hampshire 03854. The property is situated in the Town of Nottingham, in Rockingham County, State of New Hampshire being identified as “Open Space Remaining Land Lot 17, 2,969,388 Sq. Ft. +/- 68.2 Acres +/-,” on the plan entitled, “Subdivision Plan for Harbor Street Limited Partnership, Land of The Forgotten MTN Realty Trust, Tax Map 69, Lots 17, 17A & 18) Raymond Road, Nottingham, New Hampshire,” dated December 13, 2024 by Doucet Survey LLC and recorded in the Rockingham County Registry of Deeds as Plan D-44722 (Sheets 1-7) (hereinafter referred to as the “Plan”), and as more particularly described in **Appendix A** attached hereto

1. OPEN SPACE PURPOSES

The Easement is hereby granted over the Open Space Area pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. To conserve and protect in perpetuity the habitat for rare, threatened and endangered species.

B The preservation and conservation of open space, particularly the conservation of forestland and wetlands of which the Open Space Area consists and of the wildlife habitat thereon;

C. The protection of the natural habitat found in the wetland/upland complex of flora and fauna;

D. The preservation and protection of the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Open Space Area so that the Open Space Area retains its natural qualities and functions;

E. The prevention of any future development, construction, or subdivision within the Open Space Area except as specifically permitted by reserved rights to the Grantor under Section 3;

F. These purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Zoning Ordinance and/or Master Plan of the Town of Nottingham, and with New Hampshire RSA 79-A:1 which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the State's citizens, maintaining the character of the State's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

G. This open space has been included as part of conservation measures agreed upon in consultation with the New Hampshire Fish and Game Department in accordance with RSA 212-A:9 under New Hampshire Department of Environmental Services Alteration of Terrain Permit# AoT-2631 and administered through the New Hampshire Department of Environmental Services Alteration of Terrain Program in accordance with Env-Wq 1503.19.

H. In the first instance, Grantor herein shall be responsible for compliance with the terms and conditions of this Open Space Easement Deed. Upon relinquishing control of the Pawtuckaway Ridge Open Space Subdivision to the Association, the Association shall be responsible for compliance with the terms and conditions of this Open Space Easement Deed. For further reference to the rights and responsibilities of Grantor and the Association, see the Pawtuckaway Ridge Open Space Subdivision Declaration and Bylaws recorded of near or even date herewith.

I. The Association is required to engage a licensed third party professional entity to perform an annual inspection of the ponds constructed outside of the Town right of way and within the Open Space Area. The licensed third party professional entity shall walk the rear of all lots that abut the Open Space Area to confirm no dumping or violations have occurred as part of its annual inspection. The annual inspection report shall be submitted to the Association, who must submit it to the Nottingham Conservation Commission within thirty (30) days. Any costs incurred by the Association, or the Town of Nottingham, shall be a lien against the lot(s) with respect to which enforcement is undertaken. Any lien imposed by the Town of Nottingham shall have the legal status of a lien for unpaid taxes.

2. USE LIMITATIONS

Except for access/travel/utilities as set forth in paragraph 2.K, rights set forth in Section 3 below, and activities to inspect, monitor and undertake its care, maintenance and enforcement, and otherwise permitted hereby:

A. The Open Space Area shall be maintained in perpetuity as open space on which no residential, agricultural, industrial, or commercial development or activity shall be conducted. Medallions shall be placed and maintained at One Hundred Foot (100') intervals along the perimeter of the Open Space Area identifying the Open Space Area and notifying all dogs must be leashed at all times within the Open Space Area.

B. The Open Space Area shall not be subdivided or conveyed in any form in separate parcels. The Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Open Space Area.

C. Subject to the below, no structure or improvement, including, but not limited to, a dwelling, a building, any portion of a septic system, tennis court, swimming pool, dam, dock or other water-dependent structure, aircraft landing strip, tower (communication or otherwise), utility poles, outside light poles, mobile home, or well for groundwater withdrawal shall be constructed, placed, or introduced onto the Open Space Area. Notwithstanding the foregoing, and subject to Nottingham Planning Board review and approval and coordinated and agreed upon by New Hampshire Fish and Game, ancillary structures and improvements including, but not limited to, signage for safety and direction, a woods road, fence, bridge, or culvert, may be constructed, placed, or introduced onto the Open Space Area as depicted on the Plan, only as necessary in the accomplishment of the conservation, management, enforcement, and/or noncommercial outdoor passive recreational uses of the Open Space Area, provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed on the Open Space Area unless such activities:

- i. are recommended by a licensed, qualified professional;
- ii. comply with the Open Space Easement purposes and protections;
- iii. include, prior to commencement of any such activities, securing all necessary federal, state, local, and other governmental permits and approvals;
- iv. are approved by the Town of Nottingham, the Nottingham Conservation Commission ("NCC"), or its successors;
- v. are coordinated and agreed upon by New Hampshire Fish and Game;
- vi. are in compliance with Plans, Approvals, and Conditions approved by the Nottingham Planning Board.
- vii. are necessary in the accomplishment of the conservation, management, enforcement, or non-commercial outdoor recreational uses of the Open Space Area;

viii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;

ix. are not detrimental to the purposes of this Easement;

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Open Space Area except as desirable or necessary and approved by the Town of Nottingham in the accomplishment of the conservation, habitat management, or non-commercial outdoor recreational uses of the Open Space Area, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no hunting or trapping within the Open Space Area.

G. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials on the Open Space Area, except in connection with any activities or improvements made pursuant to the provisions of this Easement.

H. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, lawn or yard debris, snow, materials not originating from the Open Space Area, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances. Signage reflecting this shall be placed along the perimeter of the Open Space.

I. The Open Space Conservation area shall be utilized and accessed only by the members of the Pawtuckaway Ridge Open Space Subdivision lot owners, their guests and invitees, and the Association's designated third party professional entity for purposes of annual inspection.

J. There shall be no use of the Open Space Area by motorized vehicles of any kind, and it shall be posted against such use by motorized vehicles of any kind, or any vehicles that would negatively impact wildlife or are inconsistent with the purposes of the Open Space Easement including, without limitation, snowmobiles, motorized bicycles/motorcycles/mopeds, all-terrain vehicles, cars, trucks, and other motorized vehicles/machinery of any kind, except as deemed necessary for inspection, monitoring, care, maintenance, and enforcement by the third party professional entity hired by the Association for annual inspection of the Open Space Area.

K. The use of herbicides or pesticides is prohibited for vegetation management including invasive species management unless coordinated and agreed upon by the Town of Nottingham and/or Nottingham Conservation Commission, and coordinated and agreed upon by New Hampshire Fish and Game.

3. **RESERVED RIGHTS**

All acts and uses permitted in Section 2 above, Use Limitations, are permissible, provided that such acts and uses do not materially impair the purposes of this Easement or other significant conservation interests. The Grantor reserves to itself, its successors and assigns all other customary rights and privileges of ownership, including the right to conduct or permit the following activities and uses on the Property and within the Open Space Area:

A. Residential development and use of the portion of the Property outside of the Open Space Area, depicted on the Plan as Lots 1 through 16 & 17A, including the right of way for Pawtuckaway Ridge Road.

B. The right to conduct forestry and forest management activities as approved by the Nottingham Conservation Commission and/or the Licensed Forester or other agent appointed by the Town of Nottingham after consultation with the Grantor or Association for non-commercial purposes on the Open Space Area, including but not limited to harvesting, cutting, thinning, and planting, and the right to construct and maintain permeable surfaces necessary for such activities and the use of such motorized vehicles and equipment as may be necessary to accomplish this purpose. Vegetation management shall be for the purposes of providing and maintaining rare wildlife habitat. Vegetative management shall meet necessary rare wildlife best management practices which may include time of year restrictions and coordinated and agreed upon by New Hampshire Fish and Game. Such activities may only be conducted consistently with the conservation purposes of this Easement and the improvement of the forest resources on the Open Space Area and not for the contemporaneous production of sale proceeds or use in barter transactions.

C. The Grantor, for himself, and the owners and guests of the Association, the right to use the Open Space Area for low-impact, non-motorized, non-commercial outdoor recreational activities, such as walking, hiking, cross-country skiing, snowshoeing, mountain biking, or similar activity (hereinafter referred to as "Passive Recreational Activity").

D. Grantor reserves the right to use the Open Space for sewage loading calculations for the development project.

E. Drainage and/or pond maintenance.

F. Non-paved Recreation/pedestrian trails that are no more than five feet (5') wide and are constructed only using natural materials may be constructed if approved by the Association and coordinated and agreed upon by New Hampshire Fish and Game.

4. NOTIFICATION OF TRANSFER, MAINTENANCE OR OTHER ACTIVITIES

A. The Grantor agrees to notify the Town of Nottingham, the NCC, and the New Hampshire Fish and Game Department in writing at least thirty (30) business days before the transfer of title to the Open Space Subdivision to any successor in interest, along with the name(s) and address(es) of such successor(s) in interest.

B. In any deed, lease, or other agreement conveying an interest in any part of the Pawtuckaway Ridge Open Space Subdivision, the Grantor shall make reference to this Easement and Declaration of Covenants for Pawtuckaway Ridge Open Space Subdivision Homeowners Association (the "Association"), and shall indicate that the provisions hereof are binding upon all successors in interest in the Property in perpetuity.

C. Upon conveyance, Grantor shall be under no obligation to maintain the Open Space Area or pay any future taxes, liens, or assessments thereon.

5. BENEFITS, BURDENS AND ACCESS

A. The benefits, burdens and enforcement rights of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. This Easement shall be transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The New Hampshire Fish and Game Department, including its employees and authorized agents, shall have the right to enter the protected open space for wildlife surveys and conservation purposes at its sole discretion.

C. The Association, the Grantor, and NCC shall have access to the Open Space Area and all of its parts for such inspection/monitoring as is necessary to determine compliance with and to enforce this Easement, exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, including without limitation inspection/monitoring activities and actions of the NCC; provided, however, that such rights shall not be deemed to grant any right of access to the Open Space Area to the general public.

6. BREACH OF EASEMENT, LEGAL REMEDIES

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantor or the Association as the case may be, the same shall notify the Breachor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested, with a copy to the Town. Such notice shall trigger the cure requirements below. If a breach of this Easement, or conduct by anyone inconsistent with this Easement comes to the attention of the Town, then they may notify the Breachor, the Grantor, and/or the Association, as the case may be, in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. Except in exigent circumstances when a shorter notice/action is in order, the Breachor, Grantor, or the Association, as the case may be, shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions,

including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Applicable party shall promptly notify the other parties and Town of actions taken under this section.

C. If the Grantor, Breachor, or the Association, as the case may be, fails to take such proper action under the preceding Subparagraphs A&B, the Town, may, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including, but not limited to, the Town's reasonable expenses, expert fees, court costs, and legal fees, shall be paid by the, Breachor, Grantor, or the Association, as the case may be, provided that the Grantor and/or the Association is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Town to bring any action against the Grantor or the Association for any injury to or change in the Property resulting from causes beyond Grantor's or Association's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantor, Association, and Town reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

F. No delay or omission by the Enforcement parties in the exercise of any right or remedy upon any breach other terms and conditions of this Easement by Grantor shall impair any rights or remedies hereunder or be construed as a waiver.

G. The Enforcement Parties shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Open Space Area to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available hereunder.

H. The Association, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the existing Open Space Area.

I. The then-Commissioner of the New Hampshire Department of Environmental Services ("NHDES"), the New Hampshire Attorney General Charitable Trust Division, or any other appropriate state agency shall have standing to seek mandamus or such other relief against any Breachor, the Association, and/or Grantor as may be necessary in the event the Association and/or Grantor has not, in the opinion of the appropriate agency, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement.

7. NOTICES

All notices, requests, and other communications, required or permitted to be given under this Easement, shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, to the appropriate address set forth above or at such other address as the Grantor or the Association may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. NONMERGER

A. The Grantor and the Association explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity and shall run with the land, and to that end no purchase or transfer of the underlying fee interest in the Open Space Area by or to the Association or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof under the doctrine of merger or any other legal doctrine.

B. The Association, by accepting and recording this Easement and Town as the case may be, shall have the right to monitor, observe, and enforce the provisions hereof, either directly or through the efforts/actions of third parties, including those hired to monitor the easement area, and assumes the rights and responsibilities herein granted to and incumbent upon the Association, all in the furtherance of the conservation purposes for which this Easement is delivered.

10. ALTERNATE DISPUTE RESOLUTION

A. The Grantor, the Association, and Town desire that issues arising from time to time concerning prospective uses or activities in light of the conservation and/or open space purposes of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, all parties agree that if a party(ies) becomes concerned about whether any proposed use or activity complies with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem and explore the possibility of reaching an agreeable resolution.

B. If informal dialogue does not resolve the issue, and the Grantor or other applicable party agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, any party may, but is not obligated to, refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single, impartial mediator who shall be an attorney licensed to practice law in New Hampshire,

or an experienced land use or land conservation professional, each of which must have experience with conservation and/or open space easements and training in mediation. Each party shall pay its own attorney's fees and the costs of mediation shall be split equally between the parties.

C. If mediation is not undertaken, or if the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then any party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of the receipt of such a request, the parties shall select a single, impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in New Hampshire with experience in conservation and/or open space easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then any party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, and to require the restoration of the Open Space Area to its condition prior to the breach, and for such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Association or the Town believes that some action or inaction of the Grantor, the Association, or a third party is causing irreparable harm or damage to the Open Space Area, the Association or other applicable Enforcement Party may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 10.

11. AMENDMENTS

Except as specifically provided within this Easement, this Easement may be amended only if such amendment is intended to clarify or correct this Easement. Any such amendment must be mutually agreed upon by the owner of the land subject to this easement, the Town of Nottingham, and New Hampshire Fish and Game, shall comply with all applicable laws and regulations, and shall be duly executed and recorded.

12. INFORMATION SHARING

The Grantor shall share with NHFG the site plans, shapefiles, and KMZ files delineating the Property and Open Space. Boundaries shall be surveyed in metes and bounds and shall be provided to NHFG under 30 days of executing this document.

Signature page follows.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Association believes that some action or inaction of the Grantor, the Association, or a third party is causing irreparable harm or damage to the Open Space Area, the Association or other applicable Enforcement Party may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 10.

11. AMENDMENTS

Except as specifically provided within this Easement, this Easement may be amended only if such amendment is intended to clarify or correct this Easement. Any such amendment must be mutually agreed upon by the owner of the land subject to this easement, the Town of Nottingham, and New Hampshire Fish and Game, shall comply with all applicable laws and regulations, and shall be duly executed and recorded.

12. INFORMATION SHARING

The Grantor shall share with NHFG the site plans, shapefiles, and KMZ files delineating the Property and Open Space. Boundaries shall be surveyed in metes and bounds and shall be provided to NHFG under 30 days of executing this document.

EXECUTED under seal this _____ day of _____ 2025.

Chinburg Development, LLC

Eric J. Chinburg

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this _____ day of _____ 2025 by Eric J. Chinburg, Manager of Chinburg Development, LLC a New Hampshire limited liability company on behalf of the company.

Notary Public/Justice of the Peace
My commission expires: _____

Appendix A

A certain parcel of land being as the "Open Space Remaining Land Lot 17 2,969,388 Sq. Ft. +/- 68.2 Acres +/-" on the plan entitled, "Subdivision Plan for Harbor Street Limited Partnership, Land of The Forgotten MTN Realty Trust, Tax Map 69, Lots 17, 17A & 18) Raymond Road, Nottingham, New Hampshire," dated December 18, 2023 by Doucet Survey LLC, and recorded in the Rockingham County Registry of Deeds as Plan D-44722 (Sheets 1-7), as more particularly described as follows:

Beginning at a rebar set on the westerly side of Raymond Road/Route 156 in the Town of Nottingham, County of Rockingham, State of New Hampshire, said point being the common lot corner with land of Wayne W. & Donna G. Bibeau (Tax Map 69, Lot);

Thence along land of said Bibeau the following four courses; N 62° 11' 52" W, a distance of 149.98' to a granite bound set;

Thence N 83° 36' 45" W, a distance of 104.90' to a granite bound set; Thence S 68° 34' 47" W, a distance of 82.15' to a granite bound set;

Thence S 25° 22' 23" W, a distance of 245.60' to a granite bound to be set at the northerly side of a proposed road to be called Spruce Peak Drive;

Thence along proposed Spruce Peak Drive the following four courses;

Along a curve turning to the right with a delta of 20° 00' 26", a radius of 225.00' and a length of

78.57' to a granite bound to be set;

Thence N 29° 11' 18" W, a distance of 114.86' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 02° 46' 28", a radius of 325.00' and a length of 15.74' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 12° 58' 25", a radius of 325.00' and a length of 73.59' to a granite bound to be set at proposed lot 1;

Thence along proposed lot 1 the following two courses;

Thence N 16° 20' 35" E, a distance of 315.09' to a granite bound to be set;

Thence N 74° 42' 22" W, a distance of 179.95' to a granite bound to be set at proposed lot 2; Thence N 79° 08' 22" W, a distance

of 205.71' to a granite bound to be set at proposed lot 3; Thence along proposed lot 3 the following three courses;

Thence S 71° 39' 52" W, a distance of 105.43' to a granite bound to be set; Thence S 08° 15' 04" W, a distance of 59.91' to a granite bound to be set;

Thence S 71° 47' 29" W, a distance of 45.44' to a granite bound to be set at proposed lot 4; Thence along proposed lot 4 the following four courses;

S 86° 43' 21" W, a distance of 128.23' to a granite bound to be set; Thence S 34° 34' 27" W, a distance of 80.24' to a granite bound to be set;

Thence S 29° 53' 58" E, a distance of 226.44' to a granite bound to be set at proposed Spruce Peak Drive;

Thence along proposed Spruce Peak Drive along a curve turning to the left with a delta of

02° 11' 00.3", a radius of 525.00' and a length of 20.01' to a granite bound to be set at proposed lot 5;

Thence along proposed lot 5 the following two courses;

Thence N 33° 50' 29" W, a distance of 275.93' to a granite bound to be set;

Thence S 47° 44' 29" W, a distance of 186.73' to a granite bound to be set at proposed lot 6; Thence along proposed lot 6 S 47° 44' 29" W, a distance of 168.40' to a granite bound to be set at proposed lot 7;

Thence S 53° 55' 24" W, a distance of 147.95' to a granite bound to be set at proposed lot 8; Thence S 51° 57' 44" W, a distance of 261.17' to a granite bound to be set at proposed lot 9; Thence along proposed lot 9 the following two courses;

S 22° 29' 49" W, a distance of 127.22' to a granite bound to be set;

Thence S 08° 51' 29" E, a distance of 132.99' to a granite bound to be set at proposed lot 10; Thence along proposed lot 10 the following two courses;

S 08° 51' 29" E, a distance of 130.32' to a granite bound to be set;

Thence S 59° 07' 30" E, a distance of 132.60' to a granite bound to be set at proposed lot 11; Thence along proposed lot 11 the following three courses;

S 79° 28' 06" E, a distance of 175.64' to a granite bound to be set;

Thence N 72° 58' 02" E, a distance of 147.09' to a granite bound to be set;

Thence N 14° 14' 01" W, a distance of 205.24' to a granite bound to be set at proposed Spruce Peak Drive;

Thence along proposed Spruce Peak Drive along a curve turning to the left with a delta of

32° 14' 33.4", a radius of 100.00' and a length of 56.27' to a granite bound to be set at proposed lot 12;

Thence along proposed lot 12 the following two courses;

S 35° 24' 18" E, a distance of 221.19' to a granite bound to be set;

Thence N 47° 28' 13" E, a distance of 170.49' to a granite bound to be set at proposed lot 13; Thence N 45° 46' 25" E, a distance of 177.40' to a granite bound to be set at proposed lot 14; Thence N 45° 46' 25" E, a distance of 149.35' to a granite bound to be set at proposed lot 15; Thence N 64° 30' 10" E, a distance of 152.61' to a granite bound to be set at proposed lot 16; Thence along proposed lot 16 the following two courses;

N 52° 13' 14" E, a distance of 148.74' to a granite bound to be set

Thence N 35° 55' 10" E, a distance of 122.68' to a granite bound to be set at proposed Spruce Peak Drive;

Thence along proposed Spruce Peak Drive the following four courses;

Along a curve turning to the right with a delta of 19° 26' 30", a radius of 275.00' and a length of

93.31' to a granite bound to be set;

Thence S 29° 11' 18" E, a distance of 32.98' to a granite bound to be set; Thence S 29° 11' 18" E, a distance of 81.88' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 03° 47' 44", a radius of 275.00' and a length of 18.22' to a granite bound to be set at proposed Tax Map 69, Lot 17A;

Thence along proposed Tax Map 69, Lot 17A the following two courses; S 58° 40' 03" W, a distance of 106.71' to a granite bound to be set; Thence S 16° 18' 12" W, a distance of 57.01' to a granite bound to be set;

Thence S 16° 16' 22" W, a distance of 469.56' to a rebar at land of Baxter Family Revocable Trust;

Thence along said Baxter Family Revocable Trust S 19° 07' 00" W, a distance of 236.71' to a rebar at land of Derek R. & Darren P. Davidson;

Thence along land of said Davidson S 21° 14' 43" W, a distance of 218.35' to a rebar at land of Adrian F. & Donna J. Price;

Thence along land of said Price S 20° 17' 06" W, a distance of 233.41' to a rebar at land of Aaron

J. & Tish H. Wojtkowski;

Thence along land of said Wojtkowski S 18° 40' 38" W, a distance of 219.12' to a rebar at land of Alexander M. Cacciarelli and the Nottingham and Raymond town line;

Thence along land of said Cacciarelli and said town line the following two courses; N 75° 52' 25" W, a distance of 7.09' to a rebar;

Thence N 76° 05' 21" W, a distance of 325.11' to a rebar at land of Suminsby 2018 Trust; Thence along land of said Suminsby 2018 Trust and said town line N 76° 10' 32" W, a distance of 1374.64' to a rebar at land of David C. Whitney Revocable Trust;

Thence along land of said David C. Whitney Revocable Trust N 18° 11' 34" E, a distance of 1966.90' to a rebar;

Thence N 18° 11' 34" E, a distance of 7.3' (+/-) to the edge of the Pawtuckaway River;

Thence along the edge of the Pawtuckaway River 2,015' (+/-) to a point at land of Vincent J. & Carrie A. Rosalia;

Thence along land of said Rosalia the following two courses; S 18° 02' 29" W, a distance of 9.2' (+/-) to a rebar;

Thence S 18° 02' 29" W, a distance of 269.71' to a rebar at land of Nathaniel B. & Jennifer Bernitz;

Thence along land of said Bernitz S 14° 09' 48" W, a distance of 231.49' to a rebar at land of Nathan & Kathryn McBride;

Thence along land of said McBride the following three courses; Thence S 17° 11' 11" W, a distance of 115.90' to a rebar; Thence S 68° 14' 35" E, a distance of 261.59' to an iron rod;

Thence N 83° 25' 12" E, a distance of 275.25' to a rebar at the westerly side of Raymond Road/Route 156;

Thence along Raymond Road/Route 156 S 17° 16' 00" W, a distance of 137.88' to the rebar at the point of beginning.

Said area contains 2,969,388 square feet (+/-) or 68.2 acres (+/-)

Subject to all matters, notes and easements on Plan D-44722.

Subject to the Declaration of Covenants, Conditions and Restrictions of Pawtuckaway Ridge Open Space Subdivision Homeowners' Association Nottingham, New Hampshire of or near even recorded herewith.

EXHIBIT D

NOTTINGHAM PLANNING BOARD CONDITIONS OF APPROVAL



Town of Nottingham

P.O. Box 114, 139 Stage Road, Nottingham NH 03290 Office 603-734-4881
Web: <http://www.nottingham-nh.gov> Email: plan.zone@nottingham-nh.gov

**PLANNING BOARD
NOTICE OF DECISION**

You are hereby notified that at the **June 12th, 2024** meeting, the Nottingham Planning Board **APPROVED** the cases below by a **vote of 5-aye, 2-nay, and 0-abstention with conditions.**

Case # 24-001 LLA Falzone – Raymond Rd

Application from Joseph Falzone, on behalf of The Forgotten MTN Realty Trust, requesting a Lot Line Adjustment between two properties. These properties are located on Raymond Road in Nottingham, NH and are identified as Tax Map #69, Lot #'s 17 and 19.

Case # 24-001 LLA & 24-002 SUB – Falzone – Raymond Rd

Application from Joseph Falzone, on behalf of The Forgotten MTN Realty Trust, requesting approval for a 16-Lot Open Space Development (OSD) subdivision off Raymond Road in Nottingham, NH. The properties are identified as Tax Map #69, Lot #'s 17 and 19.

MOTION MADE BY: Skip Seaverns to approve *Case # 24-001 LLA Falzone – Raymond Rd and Case # 24-001 LLA & 24-002 SUB – Falzone – Raymond Rd* with the standard set of conditions and additional conditions which include:

- Submit to Town plan copies with professional seals and signatures.
- Submit to Town original mylar with professional seals and signatures to be filed with the Registry Of Deeds.
- Applicant must ensure all fees paid.
- Applicant must receive all state and federal permits, including but not limited to, A.O.T and D.O.T.
- Applicant must set all monuments and have them certified by a professional.
- Road name approved by the Board Of Selectmen.
- Submit an electronic version of all plans, including as-builts, at project completion to be approved by the Town Engineer or designee.
- List all waivers granted on the final plan set.
- List all permits approved by the state and other agencies on the final plan set.
- List all conditions of approval on the final plan set (conditions subsequent only, if any).
- Add a plan note indicating that "As-built plans shall be delivered to the Building Department prior to a Certificate of Occupancy being issued."
- A performance bond or guarantee/surety will be required for road and utility construction and erosion control.
- Submit H.O.A. documents and Declaration of Covenants to be reviewed by Town Counsel and approved by the Board, and filed with the Registry Of Deeds.



Town of Nottingham

P.O. Box 114, 139 Stage Road, Nottingham NH 03290 Office 603-734-4881
Web: <http://www.nottingham-nh.gov> Email: plan.zone@nottingham-nh.gov

- Applicant has two (2) years to commence “active and substantial development” per Section 11.6 and 11.9. Applicant may request a one (1) year extension so long as it is applied for at least thirty days prior to the expiration date to be approved by the Board.
- Applicant must expend at least 50% of total cost of all public and private improvements approved by the Town within four (4) years of the date of approval.
- No construction to occur prior to September 15th of 2024. In year 2025 and subsequent years, a silt fence must be installed prior to construction from April 1st through September 15th. With the silt fence, work can continue year round.

SECONDED BY: Chris Evans

Approved 5-2-0

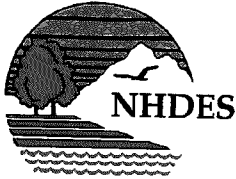
Respectfully Submitted,

Alana Kenney

Alana Kenney
Land Use Clerk

EXHIBIT E

NHDES AOT PERMIT AND FISH AND GAME SIGN OFF LETTER



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



July 23, 2024

Joseph Falzone
7B Emery Lane
Stratham, NH 03885
(sent via email to: jfalzone@weinvestinland.com)

Re: Pawtuckaway Ridge Subdivision
Raymond Road (NH Route 156) – Nottingham
Tax Map 69, Lot 17

Permit: AoT-2631

Dear Mr. Falzone:

Based upon the plans and application, approved on July 23, 2024, we are hereby issuing RSA 485-A:17 Alteration of Terrain Permit AoT-2631.

The permit is subject to the following conditions:

PROJECT SPECIFIC CONDITIONS:

1. The plans titled *Pawtuckaway Ridge Subdivision – Raymond Road (RT 156) – Tax Map 9, Lot 17*, by Beals Associates, PLLC, dated December 2023, last revision date July 17, 2024, and supporting documentation in the permit file are a part of this approval. The project must be constructed as shown on the approved plans.
2. **This permit expires on July 23, 2029.** No earth moving activities shall occur on the project after this expiration date unless the permit has been extended by the Department. If requesting an extension, the request must be received by the department before the permit expires. The Amendment Request form is available at: <https://www.des.nh.gov/land/land-development>.
3. The Permittee shall comply with all recommendations by the New Hampshire Fish and Game Department communicated July 2, 2024 related to state or federally listed threatened or endangered species, as incorporated into the project plans as NHB23-1782 New Hampshire Fish and Game Recommended Permit Conditions.
4. No disturbance of individual lots, except as shown on the plans, shall be performed until after the construction and stabilization of all other construction associated with the application has been completed.
5. The permittee or their successors or assigns shall employ a **New Hampshire Certified Green SnowPro Salt Applicator** for winter snow and ice management activities.
6. If the Applicant or its successors or assigns relinquishes responsibility for the inspection, maintenance, and repair of the stormwater BMPs through legal instruments and a homeowners' association has not been created to take on the responsibilities, the individual homeowners shall have joint and several liability for all inspection, maintenance, and repair responsibilities for the stormwater BMPs. The Applicant or its successors or assigns shall make prospective owners aware of this condition prior to transferring any lot, and this condition shall be reflected in a deed restriction for each transferee.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

Alteration of Terrain Permit AoT-2631
Pawtuckaway Ridge Subdivision
Tax Map 69, Lot 17 – Nottingham, NH
Page 2 of 2

GENERAL CONDITIONS:

1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
2. You must submit revised plans for permit amendment prior to any changes in construction details or sequences. You must notify the Department in writing within ten days of a change in ownership.
3. You must notify the Department in writing prior to the start of construction and upon completion of construction. Forms can be submitted electronically at: <https://www.des.nh.gov/land/land-development>. Paper forms are available at that same web page.
4. All stormwater practices shall be inspected and maintained in accordance with Env-Wq 1507.07 and the project Inspection and Maintenance (I&M) Manual. All record keeping required by the I&M Manual shall be maintained by the identified responsible party and be made available to the department upon request. Photographs of the site and BMPs must accompany the I&M submittals.
5. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be found at: <https://www.epa.gov/npdes/2022-construction-general-permit-cgp>.
6. Upon completion of construction, a written notice signed by the permit holder and a qualified engineer shall be submitted to the Department, in accordance with Env-Wq 1503.21(c)(1), stating that the project was completed in accordance with the approved plans and specifications. If deviations were made, the permit holder shall review the requirements in Env-Wq 1503.21(c)(2).
7. No activity shall occur in wetland areas until a Wetlands Permit is obtained from the Department. Issuance of this permit does not obligate the Department to approve a Wetlands Permit for this project.
8. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have not been surveyed in detail, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.

Sincerely,



Kevin D. Thatcher, PE, CPESC
Alteration of Terrain Bureau

cc: Nottingham Planning Board (Plan.zone@nottingham-nh.gov)
Christian Smith, Beals Associates PLLC (csmith@bealsassociates.com)
Lamprey River Advisory Committee (spetersen.lrac@comcast.net)
Kevin Sullivan, NHFG (Kevin.M.Sullivan@wildlife.nh.gov)
NHFG (nhfgreview@wildlife.nh.gov)