

Catherine A. Berube

Register of Deeds, Strafford County

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
YOUNG ROAD SUBDIVISION

Barrington, Strafford County, New Hampshire

NOW COMES **FAVA DEVELOPERS, INC.**, a New Hampshire corporation with an address of 8 Winslow Way, Rye, NH 03870 (the "Declarant"), owner of certain real property situate on Young Road in the Town of Barrington, Strafford County, New Hampshire, as more particularly shown on a plan entitled "Subdivision Overview, Conservation Subdivision, For: Paul Thibodeau, Land of Young Road LLC, Young Road, Barrington, NH, Tax Map 240, Lot 8," prepared by Berry Surveying & Engineering, dated February 15, 2023 with most recent revision on August 5, 2025, and recorded in Strafford County Registry of Deeds as Plan Nos. 13413, 13414, 13415, 13416, 13417, 13418, 13419, 13420 and 13421 (the "Plan"), being the same premises conveyed to the Declarant by Warranty Deed of Young Road, LLC, dated February 28, 2025 and recorded in the Registry at Book 5246, Page 887, and hereby makes this Declaration of Covenants, Restrictions and Conditions for Young Road Subdivision ("Declaration") on this 17th day of February 2026, relative to Tax Map 240, Lots 8-1 through 8-22, inclusive, as shown on the Plan (collectively, the "Lots" and individually, "Lot") and the Open Space Lot #1, Open Space Lot #2, Open Space Lot #3 and Open Space Lot #4 as shown on the Plan (collectively, the "Open Space").

1. **ARCHITECTURAL REVIEW COMMITTEE.**

a. An Architectural Review Committee ("Committee") consisting solely of the Declarant shall be controlled and operated coincidental with the Declarant control, operation, construction and development of the Young Road Subdivision until all the Lots are initially completely developed. Declarant shall make arrangement for the appointment of new Committee members once Declarant's period of control terminates.

b. The main function and primary purpose of the Committee shall be to review, approve or reject plans, specifications and other materials for construction of buildings, landscaping, and improvements on the Lots for the initial development of the Lots, in the Committee's reasonable discretion.

c. No building construction, landscaping, or improvements of any kind shall be

erected or permitted on any of the Lots, unless and until plans of said building construction, landscaping, or improvements have first been submitted to and approved by the Committee in writing. Said plans shall include, but are not limited to, type of structure, exterior design and materials, window and door placements, roof pitch, interior measurements, location of the structure on the lot, location of driveways, and type and location of landscaping.

d. In the event that the Committee has not disapproved of any plans, specifications or other materials within fifteen (15) days of receipt, the proposed plans shall be deemed to be approved. The Committee shall not be obligated to retain any plans or specifications for any approved dwelling for more than ninety (90) days after completion of the dwelling.

e. Once the Lots are all initially completely developed, with initial completion to also include finished landscaping and grass seeding, this Section 1 concerning the Committee shall no longer apply.

f. Nothing in this Section, including approval of plans by the Committee, eliminates the need for dwellings on all Lots to comply with the Town of Barrington's Zoning Ordinance.

2. APPLICABILITY.

a. Each and every owner of the Lots made subject to these covenants, in accepting a deed for any of the Lots, agrees for said owner, and said owner's heirs, executors, administrators, successors and assigns, to be subject to this Declaration.

b. Each deed for any of the Lots in the Young Road Subdivision shall, at a minimum, include a reference to this Declaration in substantial conformance with the following: This conveyance is subject to and with the benefit of the Declaration of Covenants, Restrictions and Conditions for Young Road Subdivision recorded in the Strafford County Registry of Deeds.

c. Each conveyance for any of the Lots in the Young Road Subdivision is subject to the notes and matters as shown on the Plan.

3. USE OF LOTS.

a. All Lots shall be used for single-family residential purposes only.

b. There shall be no further subdivision of any of the Lots except for boundary line adjustments by abutters, which do not create additional buildable lots and do not reduce the size of any Lot to below that which is allowed in the existing Zoning District.

c. The Lots may be subject to easements and/or restrictions, as shown on the Plan. The Lots shall be subject to such easements and/or restrictions whether or not referenced in the deeds for such Lots.

d. In keeping with the residential nature of the subdivision, no commercial business, trade or enterprise of any kind or nature whatsoever shall be carried on upon any lot, except

permitted home occupations, so long as such home occupation complies with the Town of Barrington's Zoning Ordinance and does not alter the residential character of the Lot.

e. Lot owners may lease their Lot for residential purposes, but the lease of such Lot shall be for a period of not less than four (4) months and the Lot owner must advise the Association of the name and contact information for the tenant(s).

f. No use shall be made of any of the Lots which will constitute a fire hazard.

4. CONSTRUCTION OF DWELLINGS.

a. No structure or building shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling and associated accessory attached or detached structures permitted by the Town of Barrington's Zoning Ordinance.

b. The gross living area of each two-story single-family dwelling shall be not less than one thousand six hundred (1,600) square feet of heated living space. The gross living area of each one-story single-family dwelling shall be not less than one thousand two hundred (1,200) square feet of heated living space.

c. A-frames, mobile homes, manufactured homes (excepting prefabricated modular homes), and Swiss Chalet style buildings shall be prohibited on the Lots.

d. Any structure approved by the Committee to be constructed on any Lot shall be completed within - eighteen (18) months after the date that construction commences, which completion shall also include finished landscaping and grass seeding, unless otherwise agreed in writing by the Committee, which agreement shall not be unreasonably withheld. A fine of \$2,000 per month shall be assessed for noncompliance with this provision, continuing until construction is completed.

e. The setbacks for all buildings on the Lots shall comply with the current Barrington Zoning Ordinance, or, without waiving or abrogating any rights associated with vested nonconforming uses which may arise after the execution of this Declaration, such setback(s) as may exist in the future as a result of amendment to the Barrington Zoning Ordinance.

f. Any earth, stone or gravel removed from the site of the foundations of the improvements for any Lot shall not be allowed to remain on the Lot in an unsightly manner.

g. Lawns and landscaping shall be installed on the Lot immediately upon completion of house construction. All lawns or other suitably landscaped areas shall be maintained in an attractive manner consistent with surrounding landscaping and as approved by the Committee.

h. No Lot owner shall mine, excavate, or remove any earth, gravel, sand or other material from the Lot other than for on-site residential purposes.

5. OCCUPANCY.

No building erected upon any of the Lots shall be occupied in any manner prior to the completion of the building's construction and receipt of a Certificate of Occupancy from the Town of Barrington.

6. WATER/SEWER/UTILITIES.

a. The Lots shall be serviced by private wells and private septic systems with 4,000 square foot leach fields. Each Lot owner shall be solely responsible for obtaining any necessary government approvals and for the installation, repair and replacement of the well and septic system.

b. Electric utilities will be provided to all Subdivision Lots; the utility company will determine whether such utilities will be provided above ground or underground.

7. DRIVEWAYS AND ROADWAY.

a. Lots 8-1, 8-2, 8-3, 8-4, 8-5, and 8-6 shall have direct abutting access to Young Road via shared driveways as shown on the Plan. They driveways shall be plowed and maintained by the Declarant or Association once formed, and the cost shall be a Common Expense shared by these six (6) lots. The driveways shall remain private and will not be accepted by the Town as a public way.

b. Lots 8-7, 8-8, 8-9, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-20, 8-21, and 8-22 shall have access to Young Road by way of the road shown as "Coyote Court" on the Plan (the "Roadway"). No individual Lot owner except the Declarant shall hold fee title to the Roadway. The Declarant shall retain the fee title ownership of the Roadway with the right to convey the same to the Association, or to the Town as a public way.

c. Unless and until the Town accepts the Roadway as a public way by Town vote, within two years after substantial completion of the Roadway, the following provisions (i) through (iv) apply:

(i) Title to the land upon which the Roadway shall be built is presently held by the Declarant. It is the intent of the Declarant to convey title to the Roadway, to either the Town or the Association, which shall occur when construction of the Roadway is completed.

(ii) Responsibility for the maintenance, repair, plowing, and control of the Roadway shall be that of the Declarant during the period of its ownership of the Roadway, or of the Association as may be designated and/or conveyed by the Declarant, until such time that the Town accepts the Roadway as a public road.

(iii) During the period of its ownership, the Association or the Declarant shall be responsible for maintaining the Roadway to such specifications necessary to insure

vehicular access for motor vehicles, including utility and emergency vehicles, in a good and passable condition, to include, but specifically not be limited to, road plowing, salting or sanding, seal coating or overlaying the Roadway surface when necessary, maintaining vegetation in the Roadway to prevent degradation to the pavement and drainage systems, restoring the edges and slopes whenever degraded by weather or other causes, cutting the vegetation along the Roadway to prevent excessive growth and degradation to the Roadway and its underlying materials, and to otherwise preserve and maintain the Roadway in a safe and effective manner-

(iv) The Young Road Property Owners' Association ("Association") are advised that the Town of Barrington shall have no responsibility for maintenance of the Roadway, including, but not limited to, landscaping, snow plowing or snow removal, nor liability for any damages resulting from the use of the Roadway, which obligations shall remain those of the Declarant or the Association during the period of its ownership unless and until the Town accepts dedication and conveyance of the Roadway as a public way. Further, the members of the Association do hereby forever release and discharge the Town of Barrington, its officers, agents and employees, from the obligation of maintaining the Roadway, which is private, and from any claim of any nature, whether in tort or otherwise, which the Declarant, Association or any Lot owner may have against the Town for any loss or damage, which includes any negligence of the Town, its officers, agents and employees, and including those incurred through failure to provide a municipal service, including, but not limited to, police, fire, and ambulance services, arising out of the use or condition of the Roadway prior to the Town's acceptance of the Roadway as a public road.

8. TANKS/STORAGE/GARBAGE.

a. Any tanks for use in connection with any residence on the Lots, including tanks for fuel storage, shall be stored or walled sufficiently to conceal them from the view from abutting houses, roads or streets.

b. All Lots, whether occupied or unoccupied, shall at all times be kept free from trash, garbage, rubbish and debris, except as kept in trash receptacles.

c. All clotheslines, trash receptacles, equipment, or storage sheds shall be protected in such a way as to conceal them from the view of neighboring lots, roads or streets.

9. NUISANCES.

No obnoxious or unreasonably offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood.

10. VEHICLES.

a. No unregistered vehicles will be permitted to be stored on the exterior of the Lots in the Young Road Subdivision.

b. No boats, motor homes, campers, RVs, trailers, all-terrain vehicles, off-road vehicles, snowmobiles, dirt bikes, or quads will be permitted to be stored on the exterior of the Lots in the Young Road Subdivision.

c. Golf carts and garden and utility tractors shall be allowed in the Young Road Subdivision provided they are stored in a way that conceals them from the view of neighboring lots, roads or streets.

d. No business or commercial vehicles larger than standard passenger cars or pickup trucks will be permitted in the Young Road Subdivision unless kept in a garage.

11. POOLS.

No above-ground swimming pools will be permitted on any of the Lots.

12. ANIMALS.

No animals, including but not limited to farm animals, birds, fowl or poultry, except cats, dogs and other common household pets shall be kept on the Lots at any time. No animals in the Young Road Subdivision shall be bred or maintained for the purposes of resale. No pet shall create unreasonable noise or create a nuisance or unreasonable annoyance to neighbors. Pet owners or handlers shall clean up after their pets and properly dispose of pet waste in trash receptacles.

13. TEMPORARY STRUCTURES.

Once construction is complete, no structure of a temporary nature shall be permitted on the Lots, including but not limited to membrane structures.

14. SIGNS.

a. No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained in the Young Road Subdivision except signs for the sale of the Lots.

b. Signs with unreasonable offensive language shall be prohibited.

c. Any political signs shall be removed within seven (7) days of the election involving such political candidate.

15. FENCES.

a. Fences shall be placed in proximity to any Lot line so as to assure the Lot owner's ability to maintain the fence from the owner's Lot.

b. Any fences must comply with the fence height limitations in the Barrington Zoning Ordinance.

c. Fences between the front of the dwelling on each Lot and the roadway shall be prohibited, unless the Lot owner obtains prior written approval from the Committee or the Association.

d. Any fences shall be constructed with the finished side facing away from the dwelling or structure.

16. YOUNG ROAD PROPERTY OWNERS' ASSOCIATION.

The owner(s) of each of the Lots in the Young Road Subdivision shall, by virtue of such ownership, be members of the Young Road Property Owners' Association ("Association") and shall have voting rights and be entitled to participate in the Association, all in accordance with and subject to this Declaration, as may be amended from time to time. The Association shall be governed by Bylaws established by the Declarant which may be amended by the Declarant during the period of Declarant control, and by vote of no less than seventy-five percent (75%) of the Association once all of the Lots in the Subdivision are owned by owner(s) other than Declarant. The Bylaws are attached hereto as Exhibit A.

17. STORMWATER MANAGEMENT.

The Association is responsible for compliance with the Stormwater Management Plan Drainage Analysis & Erosion & Sediment Control Plan, prepared by Berry Surveying & Engineering, dated February 15, 2023, last revised August 5, 2024. This obligation cannot be amended or terminated except upon prior approval of the Barrington Planning Board.

18. OPEN SPACE.

The Declarant declares that the Open Space is to remain in its natural state for the purpose of protection from further development, subject to the following use restrictions:

(i) The Open Space shall be maintained in perpetuity as open space.

(ii) The Open Space #1, #2 and #3 are not for public use, Open Space #4 is for public recreational use.

(iii) The Open Space shall be managed in its natural state, without there being conducted thereon any industrial, commercial, or residential activities.

(iv) Notwithstanding the foregoing, the Open Space may be used by the Lot owners for walking, cross-country skiing, snowshoeing, bird watching and other non-motorized recreational activities, provided that no hunting, firearms or fires are allowed in the Open Space.

- (v) The Open Space shall not be subdivided.
- (vi) No changes in the topography or surface or sub-surface water systems of the Open Space shall be allowed that would harm the State or Federally recognized rare or endangered species.
- (vii) No outdoor advertising structures such as signs and billboards shall be displayed on the Open Space except those which are necessary in the accomplishment of the conservation restrictions and habitat protection of the Open Space and provided they are not detrimental to the purposes of these restrictions.
- (viii) There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or such other materials in the Open Space, except that dead, diseased or invasive species of vegetation may be removed from the Open Space with oversight of the Barrington Conservation Commission.
- (ix) There shall be no activities, actions or uses detrimental to water conservation, erosion control, soil conservation and wildlife habitat in the Open Space.
- (x) There shall be no dumping, injection, burning or burial of man-made materials or materials known to be environmentally hazardous in the Open Space, including, without limitation, vehicle bodies or vehicle parts.
- (xi) No structures or improvements such as dwellings shall be constructed, placed or introduced onto the Open Space.

19. COMMON ASSESSMENTS/COMMON EXPENSES.

a. The owner(s) of the Lots in the Young Road Subdivision shall each be equally responsible for the payment of 1/22 of the annual common assessments and common expenses for maintaining the stormwater maintenance infrastructure, Open Space, mail kiosk, and such other amenities and facilities located within the subdivision, as determined by the Association. This also includes any expenses for the Roadway pursuant to Section 7 of this Declaration during any period of ownership of the Roadway by the Association unless and until the Town accepts the Roadway as a public way. Notwithstanding the foregoing, Lots 8-1, 8-2, 8-3, 8-4, 8-5 and 8-6 shall not be assessed any expenses for the Roadway, infrastructure of the Roadway, or the mail kiosk, and the Board shall maintain a separate budget for those items to be equally assessed to the owner(s) of Lots 8-7, 8-8, 8-9, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-20, 8-21, and 8-22. Lots 8-1, 8-2, 8-3, 8-5 and 8-6 shall be assessed the cost and expense to plow and maintain the driveways and the Board shall maintain a separate budget for these items equally assessed to such owner(s) only.

b. The failure of any Lot owner to pay such assessments when due shall entitle the Association to enforce and collect said assessments by lien proceedings. The Association shall be entitled to a lien upon any Lot in the Young Road Subdivision for failure of the Lot owner to pay

the pro-rata portion of the annual budget in whatever manner such payments have been prescribed by the Association. In addition to recovering the payments specified in this paragraph, the Association shall be entitled to interest on any amounts outstanding thirty (30) days after written request for payment. Said interest shall be at the rate of one percent (1%) per month until paid, and the Association shall be entitled to recover reasonable costs and attorneys' fees associated with any legal action taken to assert the lien in accordance with this Declaration.

c. Any Lot owner, upon taking title to a Lot in the Young Road Subdivision subject to this Declaration, shall be deemed to consent to the placing of a lien upon his/her/its Lot for failure to make payments as provided herein. The lien may be perfected by recording an Affidavit in the Registry executed by an officer of the Association attesting to sums unpaid by a Lot owner. Once recorded, said lien shall encumber the Lot and be a cloud on the title to the Lot in the same manner as if the Association had obtained and recorded an attachment by the Superior Court.

20. AMENDMENTS/TERMINATION.

a. During the period of Declarant control, this Declaration may be amended by an instrument in writing signed by the Declarant and duly recorded in the Registry provided such amendments shall neither substantially nor unreasonably infringe upon the allowed uses prior to such amendment. Once all of the Lots in the Subdivision are owned by owner(s) other than Declarant, this Declaration may be amended by an instrument in writing signed by no less than seventy-five percent (75%) of the then owner(s) of the Lots in the Young Road Subdivision and duly recorded in the Registry. Notwithstanding the foregoing, any proposed amendments to Access and Roadway (Section 7), Stormwater Management (Section 17), and/or Open Space (Section 18) of this Declaration shall require the written approval of the Barrington Planning Board, which approval shall be recorded at the Registry along with such amendment. If the Barrington Planning Board's approval of the amendment to the Access and Roadway, Stormwater Management, and/or Open Space Sections of this Declaration is not so recorded with the amendment, then the amendment shall be of no force or effect.

b. During the period of Declarant control, this Declaration may be terminated by an instrument in writing signed by the Declarant and duly recorded in the Registry, provided that the Declarant has assigned the obligations to maintain the stormwater maintenance infrastructure and Open Space, Town of Barrington has accepted the Roadway as a public way, and the termination is approved in writing by the Barrington Planning Board, which approval shall be recorded at the Registry along with such termination instrument. Once all of the Lots in the Subdivision are owned by owner(s) other than Declarant, this Declaration may be terminated by an instrument signed by the then owner(s) of at least seventy-five percent (75%) of the Lots agreeing to terminate the Declaration, provided that the owners of the Lots have assigned the obligations to maintain the stormwater maintenance infrastructure and Open Space, Town of Barrington has accepted the Roadway as a public way, and the termination is approved in writing by the Barrington Planning Board, which approval shall be recorded at the Registry along with such termination instrument. If the Barrington Planning Board's approval of the termination is not so recorded with the termination instrument, then the termination instrument shall be of no force or effect.

21. RESERVATION OF RIGHTS.

Until all Lots in the Young Road Subdivision are initially completely developed, the Declarant reserves the right to itself, its agents, employees, contractors, and subcontractors, to enter upon the Lots for the purpose of carrying out and completing the development of the subdivision as well as to abate, remove, or correct any violation of these restrictions, and such entry, abatement, or removal shall not be deemed a trespass, conversion or other actionable wrong. If such entry is for a non-emergency, then Declarant shall give the Owner: i) ten (10) days prior written notice to enable the Declarant to carry out and complete the development of the subdivision; or ii) thirty (30) days prior written notice of the alleged violation(s) of these restrictions to allow the Owner to correct such violation(s) prior to the Declarant entry upon the Subdivision Lot. In the event such entry is needed in an emergency, no prior notice is required for the Declarant to enter the Subdivision Lot, however, the Declarant shall notify the Owner within twenty (24) hours after entering the Subdivision Lot of such emergency entry if the Owner was not present at the time of entry. However, the provisions of this paragraph shall not be deemed to obligate the Declarant to in fact take such action.

22. ENFORCEMENT.

a. The Declarant, or the Association if all of the Lots in the subdivision are owned by owner(s) other than Declarant, shall have the right to assess a penalty in the amount of Fifty Dollars (\$50) per day for the violation or breach of any of the covenants and restrictions in this Declaration upon failure of a Lot owner to cure such violation after thirty (30) days' notice to the violator.

b. These covenants, restrictions and conditions shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant or the owner of any Lot subject to this Declaration for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless terminated in accordance with the provisions of Section 20 (b) of this Declaration.

c. Enforcement of this Declaration shall be by any proceeding at law or in equity brought by Declarant, its successors and assigns, or the Association or by any Lot owner against any person(s) violating, or attempting to violate, any covenant, restriction, or condition herein provided such Lot Owner (i) provides the Declarant or Association Board or both, as applicable, with reasonable notice of such Owner's intent to enforce prior to commencing enforcement and (ii) only proceeds with such enforcement action if the Declarant or Association Board, as applicable, does not commence enforcement within such notice period.

d. Failure by Declarant, its successors and assigns, or any person entitled to enforce any covenant, restriction, or condition contained herein, shall, in no event, be deemed a waiver of the right to do so thereafter.

e. The Town shall have all rights and remedies available to it at law and in equity,

and the specific right under this Declaration, after reasonable notice to the Declarant (or the Association after all of the Lots in the subdivision are owned by owner(s) other than Declarant) to enforce the requirements in this Declaration to construct, maintain, repair and replace the storm water maintenance infrastructure within the areas shown as "Utility, Grading, & Drainage Easement" on the Plan, and further to repair any damage to Town property caused by the malfunction or failure of the same or by Declarant or Association's failure to properly construct, maintain, repair or replace same. The Town of Barrington shall additionally have the right (but not the obligation) to enter upon any of the land subject to this Declaration to inspect such storm water maintenance infrastructure and to perform such remedial work on it and/or its own property as may be required in the Town's reasonable and sole discretion, in the event of the Declarant or Association's failure to properly construct, maintain, repair or replace the same. Should the Town engage in any such repairs or remediation and/or take enforcement action against the Declarant or Association, it shall be entitled to recover its costs and expenses, including reasonable attorney's fees and the cost of any remedial or repair work which may have been done by the Town. Nothing shall be construed to require the Town to take any such enforcement action, make repairs or take remedial action, and neither the Declarant, the Association, any Lot owner, nor any third party shall have any claim or cause of action in law or equity against the Town, its agents, servants, or employees arising out of the exercise or non-exercise of the Town's rights of enforcement, repair and remediation under this paragraph. The failure of the Town to enforce Declarant or Association's obligations as provided in this paragraph shall not constitute a waiver of the Town's right to enforce such obligations in the future. All rights, remedies, and privileges granted to Town herein shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Town from exercising such privileges as may be granted to it herein or at law or in equity.

f. This Declaration shall be governed by the laws of the State of New Hampshire.

g. Declarant may assign its rights and obligations as "Declarant" under this Declaration.

23. VALIDITY.

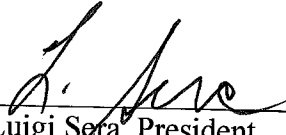
a. Failure to specifically refer to and include or incorporate this Declaration in deeds to any Lot shall not in any manner affect the validity and effectiveness of this Declaration upon any Lot made subject to them, and each Lot shall be encumbered by this Declaration even if there is no reference made in a deed whether from the Declarant or a subsequent Lot owner.

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

EXECUTED by the Declarant this 17th day of February 2026.

FAVA DEVELOPERS, INC.

By:


Luigi Sera, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this 17th day of February 2026, by Luigi Sera, as duly authorized President of Fava Developers, Inc., a New Hampshire corporation, on behalf of said corporation.

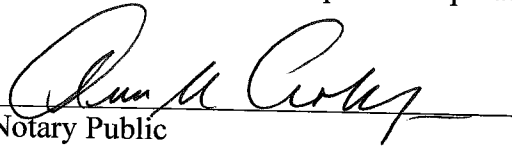

Notary Public



EXHIBIT A

Bylaws of Young Road Property Owners' Association.

See attached Bylaws.

BYLAWS
OF
YOUNG ROAD PROPERTY OWNERS' ASSOCIATION

Barrington, New Hampshire

ARTICLE 1 – GENERAL PROVISIONS

1. Application

a. The management and administration of Young Road Property Owners' Association shall be regulated and governed by these Bylaws. All present and future owners of any Lot in the Young Road Subdivision in Barrington, Strafford County, New Hampshire, and all visitors or occupants who in any way use any of the property located within the subdivision shall be subject to these Bylaws.

b. The acceptance of a deed which relates to any land, buildings or facilities in the Young Road Subdivision shall constitute acceptance by the owner that these Bylaws, and the Declaration of Covenants, Restrictions and Conditions for Young Road Subdivision, are effective and binding upon such owner, and such owner's heirs, successors, and assigns.

2. Definitions

a. "Association" is defined as the Young Road Property Owners' Association.

b. "Board of Directors" or "Board" is defined as the five (5) person Board of Directors for the Association.

c. "Common Expenses" or "Common Assessments" mean those expenses associated with maintaining the stormwater maintenance infrastructure, Open Space, mail kiosk, and such other amenities and facilities located within the subdivision as determined by the Association. This also includes any expenses for the Roadway during any period of ownership of the Roadway by the Association unless and until the Town accepts it as a public way. Notwithstanding the foregoing, Lots 8-1, 8-2, 8-3, 8-4, 8-5 and 8-6 shall not be assessed any expenses for the Roadway, stormwater management infrastructure of the Roadway, or the mail kiosk, and the Board shall maintain a separate budget for those items to be equally assessed to the owner(s) of Lots 8-7, 8-8, 8-9, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-20, 8-21, and 8-22.

d. "Declarant" is defined as FAVA DEVELOPERS, INC., a New Hampshire corporation, with an address of 8 Winslow Way, Rye, NH 03870, or any assignee or successor thereof.

e. "Declaration" is defined as the Declaration of Covenants, Restrictions and Conditions for Young Road Subdivision, dated of near or even date and recorded in the Registry herewith.

f. "Lots" is defined as Tax Map 240, Lots 8-1 through 8-22, inclusive, as shown on the Plan, with each to be referred to individually as a "Lot".

g. "Open Space" is defined as the Open Space Lot #1, Open Space Lot #2, Open Space Lot #3 and Open Space #4 as shown on the Plan.

h. "Plan" is defined as a plan entitled "Subdivision Overview, Conservation Subdivision, For: Paul Thibodeau, Land of Young Road LLC, Young Road, Barrington, NH, Tax Map 240, Lot 8," prepared by Berry Surveying & Engineering, dated February 15, 2023 with most recent revision on August 5, 2024, and recorded in Strafford County Registry of Deeds as Plan Nos. 13413, 13414, 13415, 13416, 13417, 13418, 13419, 13420 and 13421.

i. "Registry" is defined as the Strafford County Registry of Deeds.

j. "Roadway" is defined as the road shown as "Coyote Court" on the Plan.

k. "Young Road Subdivision" is defined as the land with any buildings and other improvements thereon situated in Barrington, Strafford County, New Hampshire, shown on the Plan.

3. Membership

The membership of the Association shall consist of, and be limited to, owners of record for any of the Lots in the Young Road Subdivision. In the event a Lot is owned by more than one person, then the membership relating thereto shall be held in the same names and in the same manner as the Lot.

4. Severability

The invalidity of any portion of these Bylaws shall not cause any other portions thereof, or of the Declaration of which it is a part, to be invalid or unenforceable.

5. Construction

These Bylaws shall be interpreted liberally so as to give effect to and to assist and aid in the implementation of the overall plan for the management and government of the Association.

6. Amendments

Except as otherwise provided in these Bylaws and the Declaration, during the period of Declarant control, any provision hereof may be amended by an instrument in writing signed by the Declarant, provided such amendments shall neither substantially nor unreasonably infringe upon the allowed uses prior to such amendment. Once all of the Lots in the Subdivision are owned by owner(s) other than the Declarant, any provision hereof may be amended by vote of

and an instrument in writing signed by no less than seventy-five percent (75%) of the then owners of the Lots in the Subdivision and recorded in the Registry.

7. **Enforcement**

Enforcement of these Bylaws shall be by any proceeding at law or in equity brought by Declarant, its successors and assigns, or the Association or by any lot owner in the Subdivision provided such Lot Owner (i) provides the Declarant or Association Board or both, as applicable, with reasonable notice of such Owner's intent to enforce prior to commencing enforcement and (ii) only proceeds with such enforcement action if the Declarant or Association Board, as applicable, does not commence enforcement within such notice period, against any person(s) violating, or attempting to violate these Bylaws. Failure by Declarant, its successors and assigns, or any person entitled to enforce any provision in these Bylaws, shall, in no event, be deemed a waiver of the right to do so thereafter. These Bylaws shall be governed by the laws of the State of New Hampshire.

ARTICLE II – BOARD OF DIRECTORS

1. **Composition**

Subject to Section 2 of this Article II, the powers and duties of the Association shall vest in a Board of - five (5) Directors, all of whom shall be members of the Association, spouses of members, or, in the event of a corporate member, a director or officer of a member. All Directors shall own different Lots, or be spouses of owners of different Lots, in the Subdivision.

2. **Period of Declarant Control**

Until all of the Lots in the Subdivision are owned by owner(s) other than the Declarant, the right, duties and functions of the Board of Directors and the Association, shall, at Declarant's option, be exercised by the Declarant. The Declarant shall have the option at any prior time to relinquish to the Association the responsibility for electing all members of the Board.

3. **Election**

At each annual meeting, the Association Members shall elect a Board of Directors for the forthcoming year; provided, however, that the first Board of Directors elected hereunder may be elected at a special meeting duly called, with said Board to serve until the first annual meeting held thereafter. At least thirty (30) days prior to any annual meeting, the Board shall recommend to the annual meeting one (1) nominee for each position on the Board to be filled at that particular annual meeting. Nominations for the Board may also be made from the floor at the annual meeting.

4. **Term**

Directors shall hold office for a term of three (3) years, except that at the first annual meeting of the Association at which the Board shall be elected, one Director shall be elected for a

term of one (1) year, one shall be elected for a term of two (2) years, and three shall be elected for a term of three (3) years. The Directors shall serve until their death, resignation, removal, or until their successors are elected; provided that if any member ceases to qualify for membership in the Association, his/her membership on the Board of Directors shall therefore terminate.

5. Resignation and Removal

Any Director may resign at any time by giving written notice to the President and any Director may be removed from membership on the Board by a seventy-five percent (75%) vote of the Association's members' total voting power at any annual or special meetings of the Association, notice of the time and subject of which has been mailed to all Association members as prescribed by law prior to the date thereof. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term.

6. Voting

(a) Each Director shall have one vote, and the Board shall transact its business by vote of at least 3/4 of the Directors, provided that a quorum is present. A quorum shall consist of 3/4 the Directors.

(b) The Board may act in the absence of a quorum, if all the Directors not present assent in writing to the action taken by signing a copy of the minutes of the meeting which is then filed with the Secretary.

(c) The Board may act without a meeting if all the Directors sign a record of the action taken, which is then filed with the Secretary.

(d) Each Director attending a meeting shall be required to sign the minutes of that meeting.

7. Meetings

The Board of Directors shall determine the times and places of its regular meetings. The President of the Association or one Director may call a special meeting. Notices of all regular meetings or special meetings shall be sent by electronic mail, U.S. mail, or personal delivery, to each Director and Lot Owner at least twenty-one (21) days prior to the date of a regular meeting, and, at least seven (7) days prior to the date of a special meeting. Notice is waived by any Director or Lot Owner who attends the meeting or who waives the same in writing.

8. Powers

The Board shall have the powers and duties specifically conferred upon it by the Declaration and these Bylaws, and all other powers and duties necessary for the administration

of the affairs of the Association (except as otherwise provided by law, the Declaration or these Bylaws), including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of the Association, the cost of all of which items shall be Common Expenses:

(a) Maintenance of (i) the stormwater maintenance infrastructure and Open Space; (ii) the Roadway during any period of ownership by the Association; (iii) the private Driveways; (iv) the mail kiosk; and (v) such other amenities and facilities located within the Young Road Subdivision as determined by the Association, including entering into contracts for the same;

(b) Legal and accounting services necessary or proper for the operation of the Association or the enforcement of the provisions of the Declaration and Bylaws, and any rules and regulations promulgated as herein provided; and

(c) To the extent deemed reasonably necessary by the Board, a fidelity bond, naming any representative of the Association who handles or is responsible for the Association's funds and such other persons as may be designated by the Board, as principles, and the owners of Lots in the Young Road Subdivision as obliges.

The Board may create, amend, and repeal rules and regulations governing the use of the Lots in the Young Road Subdivision. There shall be no violation of such rules and regulations by any person in the Young Road Subdivision.

9. Indemnification

The Officers and Directors of the Association shall not be liable to any lot owner for any act unless such act constitutes willful misconduct, gross negligence or is in willful contravention of the Declaration or these Bylaws. The members shall indemnify and hold harmless each Officer and Director of the Association against liability for any contracts made on behalf of the Association unless fraudulent, made in bad faith or contrary to the provisions of the Declaration or these Bylaws..

No Officer or Director shall be exempt from or entitled to indemnification against liability for his/her own tortious conduct against the person or property of another.

10. Records

The Board shall keep detailed, accurate records in chronological order, of the receipts and expenditures by the Association specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Said records shall be available for examination by the members, or their agents, at convenient times.

11. Audit

Any member of the Association may, at any reasonable time, at his/her own expense, cause an audit or inspection to be made of the books and records of the manager or Board of

Directors. The Board of Directors at its discretion and as a Common Expense may obtain an audit of all books and records pertaining to the Association and furnish copies thereof to the members.

ARTICLE III – OFFICERS

1. Election/Term

The Officers shall consist of a President, Vice President, Treasurer, and Secretary. They shall all be members of the Board and shall be annually elected by and removed/replaced by the Board of Directors. One Director may serve as two (2) officer positions simultaneously, except no Director may serve as both the President and Vice President simultaneously. The Board may, in its discretion, require that the Officers be subject to fidelity bond coverage in favor of the Association. During the period that the Declarant holds all of the positions of members of the Board, Declarant, in its discretion, may hold any office of Association.

2. President

The President shall act as chief executive officer of the Association and shall preside at all meetings of the Association. The President shall keep the Board informed concerning the activities of the Association and may sign contracts and perform such other duties as prescribed by the Board.

3. Vice President

The Vice President shall be familiar with and be able to perform the duties of the President. In the absence of the President, the Vice President shall assume the powers, duties and responsibilities of the President for the purposes of presiding over meetings, including signing contracts and performing such other duties prescribed by the Board from time to time.

4. Treasurer

The Treasurer shall be responsible for the administration of the financial affairs of the Association. The Treasurer shall keep and maintain books and records relating to the financial affairs of the Association and shall submit to the Board a proposed budget for the operation of the Association during the forthcoming year in time for the Board to review the same prior to the annual meeting. The Treasurer shall, upon appropriate notice, make the books and records available for inspection by any member of the Association.

5. Secretary

The Secretary shall keep a record of all meetings of and actions by the Board of Directors and the Association. The Secretary shall keep all records, documents and other papers of the Board and Association, and shall notify members of meetings.

ARTICLE IV – ASSOCIATION MEETINGS

1. Annual Meeting

Subject to the provisions of the Declaration and these Bylaws, the annual meeting of the Association shall take place at such place, date and time as the Board shall direct. In addition to the election of a Director(s) and any other business transacted at the annual meeting, the Board shall present a statement of Common Expenses and assessments for the preceding fiscal year, itemizing receipts and disbursements, and a proposed budget of the estimated Common Expenses and assessments for the then current fiscal year. Within thirty (30) days after the annual meeting, the President or Secretary shall cause a copy of the minutes thereof to be mailed to each member of the Association.

2. Special Meetings

Special meetings of the Association may be called at any time by the President, any one of the Board of Directors, or those members who have one-half of the total voting power of the membership.

3. Notice

Written notice of all meetings shall be sent by electronic mail, U.S. mail, or personal delivery, to all lot owners of record at the address of their respective lots or e-mail addresses/other addresses as any of them may have designated. Said notice shall state the date, time and place of the meeting, as well as the matters to be considered thereat. Notice shall be sent at least twenty-one (21) days in advance of an annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting.

4. Quorum

A quorum shall be deemed present throughout any meeting of the Association until adjourned if persons entitled to cast fifty percent (50%) of the votes are present at the beginning of the meeting. The Association shall conduct its business by majority vote.

In the absence of a quorum, a majority of the persons present may vote to adjourn the meeting to a time not more than thirty (30) and not less than ten (10) days after the date of the original meeting. The Secretary shall cause notices of said adjourned meeting and the reason therefore to be mailed to all members at least seven (7) days before the date thereof. Notices are waived by those who are present in person or by proxy and by anyone who expressly waives notice.

5. Voting

- (a) Each member of the Association shall be entitled to cast one (1) vote per Lot.

(b) Votes may not be split in the event Lot membership is owned by more than one (1) person, but such persons shall agree as to how their vote(s) is to be cast. Ownership shall be demonstrated on the basis of the record title as shown in the Registry.

(c) The Declarant shall be entitled to vote with respect to each lot owned by it.

(d) An owner may vote by filing a written proxy, signed by the owner, submitted to the Board.

ARTICLE V – EXPENSES

1. Accounting Period

The fiscal year of the Association shall be the twelve (12) month period ending December 31.

2. Liability for Expenses

All expenses of the Association shall be shared by the members in the proportion that each member's number of votes bears to the total votes of all members and in accordance with Article 1, Section 2(c).

3. Common Assessments/Common Expenses

Common Assessments and Common Expenses shall be assessed in accordance with Section 19 of the Declaration.

ARTICLE VI - RESALE BY PURCHASER

1. In the event of any resale of a Lot in the Young Road Subdivision by any person other than the Declarant, the prospective purchaser shall have a right to obtain from the Association, prior to the contract date of disposition, the following:

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

(b) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;

(c) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

(d) A statement of the status of any pending suits or judgments in which the Association is a party defendant;

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

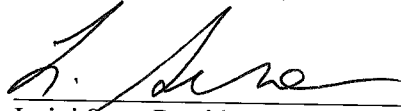
(f) A statement that any improvements or alterations made to the Lot by the prior property owner are not known to be in violation of any restrictions and covenants imposed upon the subdivided lands.

2. The President or any other Officer of the Association shall furnish the statements prescribed by paragraph 1 of this Article VI upon the written request of any prospective purchaser within ten (10) days of the receipt of such request.

EXECUTED by the Declarant on this 17th day of February 2026.

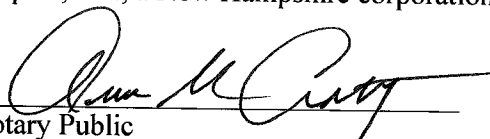
FAVA DEVELOPERS, INC.

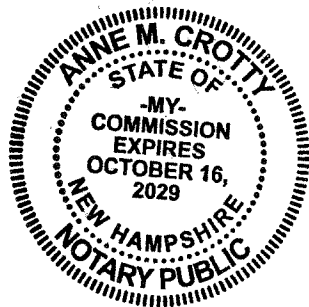
By:


Luigi Sera, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this 17th day of February 2026, by Luigi Sera, as duly authorized President of Fava Developers, Inc., a New Hampshire corporation, on behalf of said corporation.


Notary Public



Catherine A. Berube

Register of Deeds, Strafford County

**SHARED DRIVEWAY DECLARATION
AND
MAINTENANCE AGREEMENT**

**Lots 8.1, 8.2 & 8.3
Young Road Subdivision Barrington
Strafford County, New Hampshire**

This Shared Driveway Maintenance Agreement ("Agreement") is made this 17th day of February 2026, by Fava Developers, Inc., a New Hampshire corporation with an address of 8 Winslow Way, Rye, NH 03870 (hereinafter referred to as the "Declarant") is by and on behalf of the Lot Owners specified herein.

WHEREAS, Declarant is the owner of certain real property located in Barrington, Strafford County, New Hampshire, consisting of a certain lots of land shown as Lots 8.1, 8.2 and 8.3 as more particularly shown on a plan entitled "Subdivision Overview, Conservation Subdivision, For: Paul Thibodeau, Land of Young Road LLC, Young Road, Barrington, NH, Tax Map 240, Lot 8," prepared by Berry Surveying & Engineering, dated February 15, 2023 with most recent revision on August 5, 2025, and recorded in Strafford County Registry of Deeds as Plan Nos. 13413, 13414, 13415, 13416, 13417, 13418, 13419, 13420 and 13421 (hereinafter collectively referred to as the "Plan").

WHEREAS Lots 8.1, 8.2 and 8.3 share a common driveway as shown and depicted on the Plan to provide pedestrian and vehicular ingress and egress to Lots 8.1, 8.2 & 8.3 via the shared common driveway (hereinafter referred to as a "Lot" or the "Lots");

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration, Declarant hereby declares, grants, covenants and agrees as follows:

1. Driveway Easements.

Declarant hereby establishes and grants a non-exclusive perpetual access easement ("Access Easement") to provide unobstructed vehicular and pedestrian ingress and egress over the Access Easement to each respective Lot, which shall inure to the benefit of the Lots, including the respective owner(s) therefore from time to time, and their respective successors and assigns. The Access Easement shall benefit each Lot respectively and burden each Lot respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Agreement shall be deemed covenants and easements running with and binding

upon the land as appurtenances to the dominant estates. The estate of the fees and easements created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to Lots which share a common driveway. The Access Easement shall be kept open and unobstructed at all times, and nothing shall allow any lot owner or invitee thereof any right to obstruct access within said Access Easement.

2. Construction, Maintenance and Repair.

(i) Each owner of a Lot benefitted and burdened hereby shall be responsible for one-third of the cost of all expenses incurred in connection with the repair, replacement, and maintenance of the Access Easement (collectively, the "Maintenance"), provided that if any such lot owner causes damages to the Access Easement ~~the~~ lot owner shall be responsible for all repair resulting from such damage. The Access Easement shall be maintained by the Young Road Homeowners' Association in accordance with the Covenants, Conditions and Restrictions for Young Road Subdivision of even date recorded herewith and the cost shall be paid for by the Lot Owners unless by unanimous vote, the Lot owners vote to be responsible for the maintenance of the Access Easement.

(ii) All work done in connection with the installation, maintenance or repair of any improvements, shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the applicable Access Easement by any person or entity having a right to use the easements.

(iii) Declarant hereby grants and establishes temporary easements for the installation of improvements and for incidental encroachments upon the Lots which may occur as a result of any construction work performed in the development, repair or maintenance of the Access Easement, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting each lot owner on which work is being performed from the risks involved.

3. Default.

(i) In the event that any lot owner fails to perform any provision in accordance with the requirements set forth herein, or provide insurance as required herein, or fail to pay or to perform any other obligation set forth within ten (10) days following written notice thereof, the remaining owner(s) shall have the right, but not the obligation, to enter upon such other lot and perform said maintenance, repair or replacement and acquire said insurance, make payment or perform such obligation for the account of the non-performing party (the "Defaulting Party"). Within ten (10) days following written demand, including copies of paid invoice, the Defaulting Party shall reimburse the Non-Defaulting Party any sum reasonably expended by the Non-Defaulting Party to cure the default. If such amounts are not paid within thirty (30) days of billing, then such amounts, shall accrue interest at the annual rate of 9% per annum until paid, and the Defaulting Party shall be responsible for reasonable attorneys' fees and costs in the enforcement and collection thereof. The parties hereto shall also have the right to restrain by injunction any violation or threatened violation by the other party

hereto of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, or condition is not adequate. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Owner may have at law or in equity.

(ii) In the event a lien is filed against all or any portion of a Lot in connection with any Maintenance, the lien must be bonded, satisfied or removed by the Owner responsible for the Maintenance within thirty (30) days following the filing thereof.

(iii) If any party or person benefited hereby, institutes any litigation to enforce any of the terms, covenants, conditions, easements and set out in this Agreement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party.

4. Insurance.

Each owner shall obtain and maintain during the term of this Agreement general liability insurance including public liability and property damage in commercially reasonable amounts covering the Access Easement which names the other Lot Owners as additional insureds on a primary and noncontributing basis. All insurance required by this agreement shall contain a provision that coverage may not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at their address as set forth above or such other address as the additional insured shall specify.

5. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) at their addresses as set forth above, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. All notices shall only be effective upon receipt.

6. Modifications: Cancellation.

This Agreement may be amended, modified or terminated (in whole or in part) from time to time by written documents executed and acknowledged by all owners of each Lot and duly recorded in the Strafford County Registry of Deeds, provided that the Planning Board of the Town of Barrington consents to such amendment, modification or termination.

7. Binding.

This Declaration shall be binding upon and inure to the benefit of Declarant, and the owners of the Lots, and their respective successors and assigns.

8. **Governing Law.**

This Declaration shall be governed by the laws of the State of New Hampshire.

9. **Severability.**

If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

10. **Mortgages.**

Any mortgages encumbering all or any portion of the Lots shall at all times be subordinate to the terms of this Agreement and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above-written

EXECUTED by the Declarant this 17th day of February 2026.

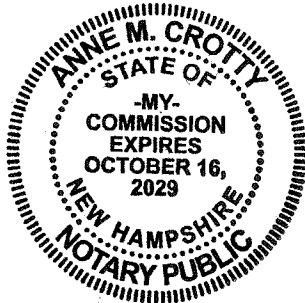
DECLARANT:
FAVA DEVELOPERS, INC.

By: [Signature]
Luigi Sera, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this 17th day of February 2026, by Luigi Sera, as duly authorized President of Fava Developers, Inc., a New Hampshire corporation, on behalf of said corporation.

[Signature]
Notary Public



Catherine A. Berube

Register of Deeds, Strafford County

**SHARED DRIVEWAY DECLARATION
AND
MAINTENANCE AGREEMENT**

**Lots 8.4, 8.5 & 8.6
Young Road Subdivision Barrington
Strafford County, New Hampshire**

This Shared Driveway Maintenance Agreement ("Agreement") is made this 17th day of February 2026, by Fava Developers, Inc., a New Hampshire corporation with an address of 8 Winslow Way, Rye, NH 03870 (hereinafter referred to as the "Declarant") is by and on behalf of the Lot Owners specified herein.

WHEREAS, Declarant is the owner of certain real property in Barrington, Strafford County, New Hampshire, consisting of a certain lots of land shown as Lots 8.4, 8.5 and 8.6 as more particularly shown on a plan entitled "Subdivision Overview, Conservation Subdivision, For: Paul Thibodeau, Land of Young Road LLC, Young Road, Barrington, NH, Tax Map 240, Lot 8," prepared by Berry Surveying & Engineering, dated February 15, 2023 with most recent revision on August 5, 2025, and recorded in Strafford County Registry of Deeds as Plan Nos. 13413, 13414, 13415, 13416, 13417, 13418, 13419, 13420 and 13421 (hereinafter collectively referred to as the "Plan").

WHEREAS Lots 8.4, 8.5 and 8.6 share a common driveway as shown and depicted on the Plan to provide pedestrian and vehicular ingress and egress to Lots 8.4, 8.5 & 8.6 via the shared common driveway (hereinafter referred to as a "Lot" or the "Lots");

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration, Declarant hereby declares, grants, covenants and agrees as follows:

1. Driveway Easements.

Declarant hereby establishes and grants a non-exclusive perpetual access easement ("Access Easement") to provide unobstructed vehicular and pedestrian ingress and egress over the Access Easement to each respective Lot, which shall inure to the benefit of the Lots, including the respective owner(s) therefore from time to time, and their respective successors and assigns. The Access Easement shall benefit each Lot respectively and burden each Lot respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Agreement shall be deemed covenants and easements running with and binding

upon the land as appurtenances to the dominant estates. The estate of the fees and easements created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to Lots which share a common driveway. The Access Easement shall be kept open and unobstructed at all times, and nothing shall allow any lot owner or invitee thereof any right to obstruct access within said Access Easement.

2. Construction, Maintenance and Repair.

(i) Each owner of a Lot benefitted and burdened hereby shall be responsible for one-third of the cost of all expenses incurred in connection with the repair, replacement, and maintenance of the Access Easement (collectively, the "Maintenance"), provided that if any such lot owner causes damages to the Access Easement ~~the~~ lot owner shall be responsible for all repair resulting from such damage. The Access Easement shall be maintained by the Young Road Homeowners' Association in accordance with the Covenants, Conditions and Restrictions for Young Road Subdivision of even date recorded herewith and the cost shall be paid for by the Lot Owners unless by unanimous vote, the Lot owners vote to be responsible for the maintenance of the Access Easement.

(ii) All work done in connection with the installation, maintenance or repair of any improvements, shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the applicable Access Easement by any person or entity having a right to use the easements.

(iii) Declarant hereby grants and establishes temporary easements for the installation of improvements and for incidental encroachments upon the Lots which may occur as a result of any construction work performed in the development, repair or maintenance of the Access Easement, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting each lot owner on which work is being performed from the risks involved.

3. Default.

(i) In the event that any lot owner fails to perform any provision in accordance with the requirements set forth herein, or provide insurance as required herein, or fail to pay or to perform any other obligation set forth within ten (10) days following written notice thereof, the remaining owner(s) shall have the right, but not the obligation, to enter upon such other lot and perform said maintenance, repair or replacement and acquire said insurance, make payment or perform such obligation for the account of the non-performing party (the "Defaulting Party"). Within ten (10) days following written demand, including copies of paid invoice, the Defaulting Party shall reimburse the Non-Defaulting Party any sum reasonably expended by the Non-Defaulting Party to cure the default. If such amounts are not paid within thirty (30) days of billing, then such amounts, shall accrue interest at the annual rate of 9% per annum until paid, and the Defaulting Party shall be responsible for reasonable attorneys' fees and costs in the enforcement and collection thereof. The parties hereto shall also have the right to restrain by injunction any violation or threatened violation by the other party

hereto of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, or condition is not adequate. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Owner may have at law or in equity.

(ii) In the event a lien is filed against all or any portion of a Lot in connection with any Maintenance, the lien must be bonded, satisfied or removed by the Owner responsible for the Maintenance within thirty (30) days following the filing thereof.

(iii) If any party or person benefited hereby, institutes any litigation to enforce any of the terms, covenants, conditions, easements and set out in this Agreement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party.

4. Insurance.

Each owner shall obtain and maintain during the term of this Agreement general liability insurance including public liability and property damage in commercially reasonable amounts covering the Access Easement which names the other Lot Owners as additional insureds on a primary and noncontributing basis. All insurance required by this agreement shall contain a provision that coverage may not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at their address as set forth above or such other address as the additional insured shall specify.

5. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) at their addresses as set forth above, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. All notices shall only be effective upon receipt.

6. Modifications: Cancellation.

This Agreement may be amended, modified or terminated (in whole or in part) from time to time by written documents executed and acknowledged by all owners of each Lot and duly recorded in the Strafford County Registry of Deeds, provided that the Planning Board of the Town of Barrington consents to such amendment, modification or termination.

7. Binding.

This Declaration shall be binding upon and inure to the benefit of Declarant, and the owners of the Lots, and their respective successors and assigns.

8. Governing Law.

This Declaration shall be governed by the laws of the State of New Hampshire.

9. **Severability.**

If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

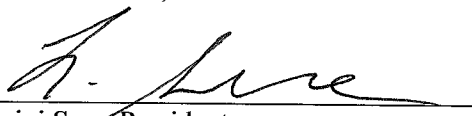
10. **Mortgages.**

Any mortgages encumbering all or any portion of the Lots shall at all times be subordinate to the terms of this Agreement and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above-written

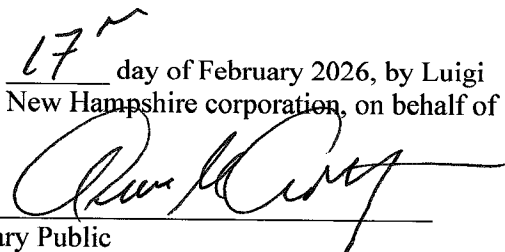
EXECUTED by the Declarant this 17th day of February 2026.

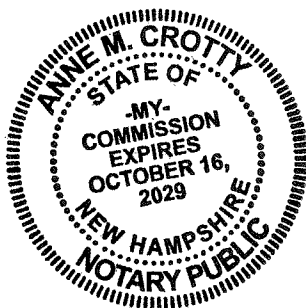
DECLARANT:
FAVA DEVELOPERS, INC.

By: 
Luigi Sera, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this 17th day of February 2026, by Luigi Sera, as duly authorized President of Fava Developers, Inc., a New Hampshire corporation, on behalf of said corporation.


Notary Public

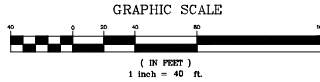


WETLAND NOTE:

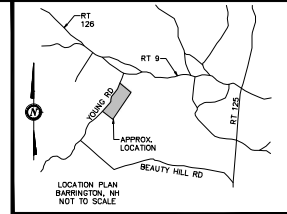
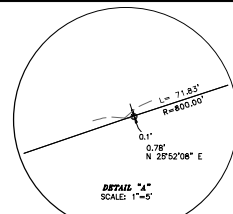
1. USAGE: REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHEASTRAL AND NORTHEAST REGION, VERSION 2.0. U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, 2015. WOBURN, MA.
2. USAGE: CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ENVIRONMENTAL LABORATORY, 1987. WOBURN, MA.
3. UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, 2018. FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2. L.M. VARADAKIS, G.W. HURT, AND J.F. BERKOWITZ (EDS.). USDA, NRCS, IN COOPERATION WITH THE NATIONAL TECHNICAL COMMITTEE FOR HYDRIC SOILS.
4. NEW ENGLAND HYDRIC SOIL TECHNICAL COMMITTEE, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, 2019. LONELL, MA.
5. U.S. ARMY CORPS OF ENGINEERS 2019, NATIONAL WETLAND PLANT LIST, VERSION 3.3. <http://wetland-plant.usace.army.mil/>



JOHN P. HAYES, CWS



PRIME WETLAND #4



NOTES:

- 1.) OWNER: YOUNG ROAD LLC 70 YOUNG ROAD BARRINGTON, NH 03825
- 1A.) APPLICANT: PAUL THIBODEAU 70 YOUNG ROAD BARRINGTON, NH 03825
- 2.) TAX MAP 240, LOT 8
- 3.) LOT AREA: 2,855,458 Sq.Ft., 65.55 Ac.
- 4.) S.C.R.D. BOOK 5103, PAGE 080
- 5.) ZONING: NR - NEIGHBORHOOD RESIDENTIAL FRONTAGE ~ 200.0' MINIMUM LOT SIZE ~ 80,000 Sq. Ft. FRONT SETBACK ~ 40.0' REAR SETBACK ~ 30.0' SIDE SETBACK ~ 30.0' WETLAND SETBACK ~ 50.0' IF OVER 3,000 Sq. Ft. PRIME WETLAND BUFFER ~ 100.0' MAX. BUILDING HEIGHT ~ 35.0' MAX. LOT COVERAGE ~ 40%
- 6.) I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, THIS PARCEL DOES NOT FALL WITHIN THE FLOOD PLAIN, FLOOD HAZARD REF: FEMA, COMMUNITY# ~ 330178, MAP# ~ 330702089D, DATED: MAY 17, 2009.
- 7.) VERTICAL DATUM BASED ON NAVD83 ELEVATIONS, HORIZONTAL COORDINATES BASED ON NAD83, COORDINATES GATHERED USING CARLSON BR7 SURVEY GRADE GPS RECEIVERS
- 8.) THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN OCTOBER OF 2022, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.
- 9.) SEE THE NOTES PAGE FOR ADDITIONAL INFORMATION TO BE RECORDED HEREWITH.
- 10.) THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED SUBDIVISION OF TAX MAP 240, LOT 8, AS SHOWN, INTO 22 INDIVIDUAL LOTS AS A PART OF A CONSERVATION SUBDIVISION. THIS IS A MULTISHEET PLAN SET, SHEETS 15 - 19 ARE THE SUBDIVISION SHEETS, SHEETS 20 - 28 ARE THE EASEMENT SHEETS, BOTH ARE TO BE RECORDED. SHEETS 20 - 24 SHOW TOPOGRAPHY WITH THE REMAINING SHEETS PROVIDING ENGINEERING DETAIL FOR CONSTRUCTION PURPOSES. THE ENTIRE PLAN SET CAN BE FOUND AT THE OFFICE OF BERRY SURVEYING & ENGINEERING AND AT THE TOWN OF BARRINGTON PLANNING OFFICE.
- 11.) THERE WERE NO CEMETERIES OBSERVED ON THE PARCEL AS OF THE DATE OF THE FIELD WORK.

LEGEND:

- 3/4" REBAR W/D CAP ~TBS~
- GRANITE BOUND ~TBS~
- ▨ 1/2" REBAR W/EASEMENT CAP ~TBS~
- DRILL HOLE ~FND~
- IRON PIPE ~FND~
- IRON BOUND ~FND~
- GRANITE BOUND ~FND~
- UTILITY POLE
- CITY WIRE
- SINGLE POST SIGN
- POORLY DRAINED WETLAND LINE
- PRIME WETLAND LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- 50' POORLY DRAINED WETLAND BUFFER & 100' PRIME WETLAND BUFFER LINE
- STONE WALL
- PROPOSED PROPERTY LINE
- S.C.R.D. STRAFFORD COUNTY REGISTRY OF DEEDS
- TYPICAL
- FND FOUND
- TBS TO BE SET

FOR PLANNING BOARD APPROVAL PURPOSES:

THE SUBDIVISION REGULATIONS OF THE TOWN OF BARRINGTON ARE A PART OF THIS PLAN, AND APPROVAL OF THIS PLAN IS CONTINGENT UPON COMPLETION OF ALL REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, EXCEPTING ONLY MODIFICATIONS MADE IN WRITING BY THE BOARD AND ATTACHED HERETO.

I CERTIFY THAT THIS PLAN EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE TOWN OF BARRINGTON, N.H. - 1:10,000
KENNETH A. BERRY L.L.S. 805 DATE 1-7-25

SUBDIVISION DETAIL, LOTS 8-1, 8-2 & 8-3

CONSERVATION SUBDIVISION
FOR: PAUL THIBODEAU
70 YOUNG ROAD
YOUNG ROAD LLC
BARRINGTON, NH
TAX MAP 240, LOT 8

BERRY & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603) 332-2863
SCALE: 1 IN. EQUALS 40 FT.
DATE: 15 FEBRUARY 2023
FILE NO.: DB 2022 - 109

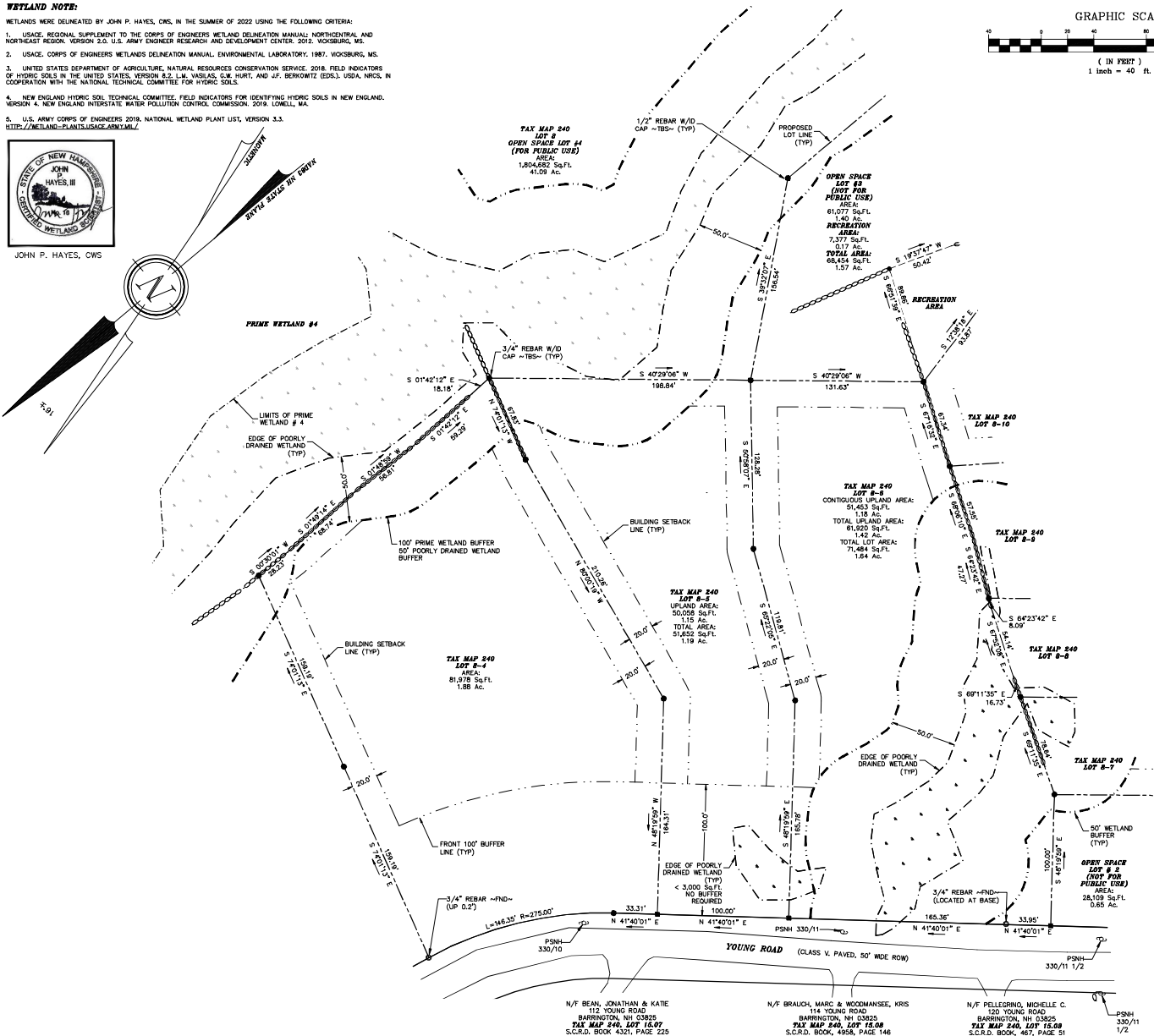


WETLAND NOTE:

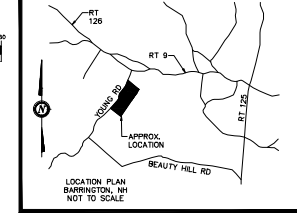
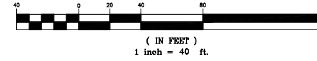
1. USAGE: REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHEASTAL AND NORTHEAST REGION, VERSION 2.0. U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, 2013. WOBURN, MA.
2. USAGE: CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ENVIRONMENTAL LABORATORY, 1987. WOBURN, MA.
3. UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, 2018. FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2. L.M. VARADAKIS, G.W. HURT, AND J.F. BERKOWITZ (EDS.), USDA, NRCS, IN COOPERATION WITH THE NATIONAL TECHNICAL COMMITTEE FOR HYDRIC SOILS.
4. NEW ENGLAND HYDRIC SOIL TECHNICAL COMMITTEE, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, 2019. LONELL, MA.
5. U.S. ARMY CORPS OF ENGINEERS 2019, NATIONAL WETLAND PLANT LIST, VERSION 3.3. <http://wetland-plants.usace.army.mil/>



JOHN P. HAYES, CWS



GRAPHIC SCALE



NOTES :

- 1.) OWNER: YOUNG ROAD LLC
26 YOUNG ROAD
BARRINGTON, NH 03825
- 1A.) APPLICANT: PAUL THIBODEAU
26 YOUNG ROAD
BARRINGTON, NH 03825
- 2.) TAX MAP 240, LOT 8
- 3.) LOT AREA: 2,855,458 Sq. Ft., 65.55 Ac.
- 4.) S.C.R.D. BOOK 5103, PAGE 080
- 5.) ZONING: NR - NEIGHBORHOOD RESIDENTIAL
FRONTAGE ~ 200.0'
MINIMUM LOT SIZE ~ 80,000 Sq. Ft.
FRONT SETBACK ~ 40.0'
REAR SETBACK ~ 30.0'
SIDE SETBACK ~ 30.0'
WETLAND SETBACK ~ 50.0' IF OVER 3,000 Sq. Ft.
PRIME WETLAND BUFFER ~ 100.0'
MAX. BUILDING HEIGHT ~ 36.0'
MAX. LOT COVERAGE ~ 40%
- 6.) I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, THIS PARCEL DOES NOT FALL WITHIN THE FLOOD PLAIN, FLOOD HAZARD REF: FEMA, COMMUNITY# -330178, MAP# -3301700000, DATED: MAY 17, 2005.
- 7.) VERTICAL DATUM BASED ON NAVD83 ELEVATIONS, HORIZONTAL COORDINATES BASED ON NAD83. COORDINATES GATHERED USING CARLSON BRX7 SURVEY GRADE GPS RECEIVERS
- 8.) THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN OCTOBER OF 2022, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.
- 9.) SEE THE NOTES PAGE FOR ADDITIONAL INFORMATION TO BE RECORDED HERewith.
- 10.) THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED SUBDIVISION OF TAX MAP 240, LOT 8, AS SHOWN, INTO 22 INDIVIDUAL LOTS AS A PART OF A CONSERVATION SUBDIVISION. THIS IS A MULTI SHEET PLAN SET. SHEETS 15 - 19 ARE THE SUBDIVISION SHEETS, SHEETS 25 - 28 ARE THE EASEMENT SHEETS, BOTH ARE TO BE RECORDED. SHEETS 20 - 24 SHOW TOPOGRAPHY WITH THE REMAINING SHEETS PROVIDING ENGINEERING DETAIL FOR CONSTRUCTION PURPOSES. THE ENTIRE PLAN SET CAN BE FOUND AT THE OFFICE OF BERRY SURVEYING & ENGINEERING AND AT THE TOWN OF BARRINGTON PLANNING OFFICE.
- 11.) THERE WERE NO CEMETERIES OBSERVED ON THE PARCEL AS OF THE DATE OF THE FIELD WORK.

LEGEND:

- 3/4" REBAR W/D CAP ~TBS~
- GRANITE BOUND ~TBS~
- 1/2" REBAR W/EASEMENT CAP ~TBS~
- DRILL HOLE ~FND~
- IRON PIPE ~FND~
- IRON BOUND ~FND~
- GRANITE BOUND ~FND~
- UTILITY POLE
- GUY WIRE
- SINGLE POST SIGN
- POORLY DRAINED WETLAND LINE
- PRIME WETLAND LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- 50' POORLY DRAINED WETLAND BUFFER & 100' PRIME WETLAND BUFFER LINE
- STONE WALL
- PROPOSED PROPERTY LINE
- TYPICAL
- FND FOUND
- TBS TO BE SET

FOR PLANNING BOARD APPROVAL PURPOSES:

THE SUBDIVISION REGULATIONS OF THE TOWN OF BARRINGTON ARE A PART OF THIS PLAN, AND APPROVAL OF THIS PLAN IS CONTINGENT UPON COMPLETION OF ALL REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, EXCEPTING ONLY MODIFICATIONS MADE IN WRITING BY THE BOARD AND ATTACHED HERETO.

I CERTIFY THAT THIS PLAN EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE TOWN OF BARRINGTON, N.H. - 1:10,000.
KENNETH A. BERRY L.L.S. 805 DATE 1-7-25

REVISION	DATE	DESCRIPTION
#1	01-08-25	REVISED PER NOTICE OF DECISION
#2	10-18-24	REVISED PER NOTICE OF DECISION
#3	08-25-24	UPDATE PER CHAIRMAN REVIEW
#4	08-25-24	COMPLETE PROJECT ENGINEERING AND SUBMIT TO BARRINGTON AND CHAIRMAN
#5	08-26-24	ADJUST PROJECT LAYOUT

CONSERVATION SUBDIVISION	DATE
FOR: PAUL THIBODEAU 26 YOUNG ROAD YOUNG ROAD LLC BARRINGTON, NH TAX MAP 240, LOT 8	1-7-25

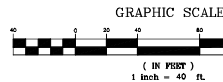
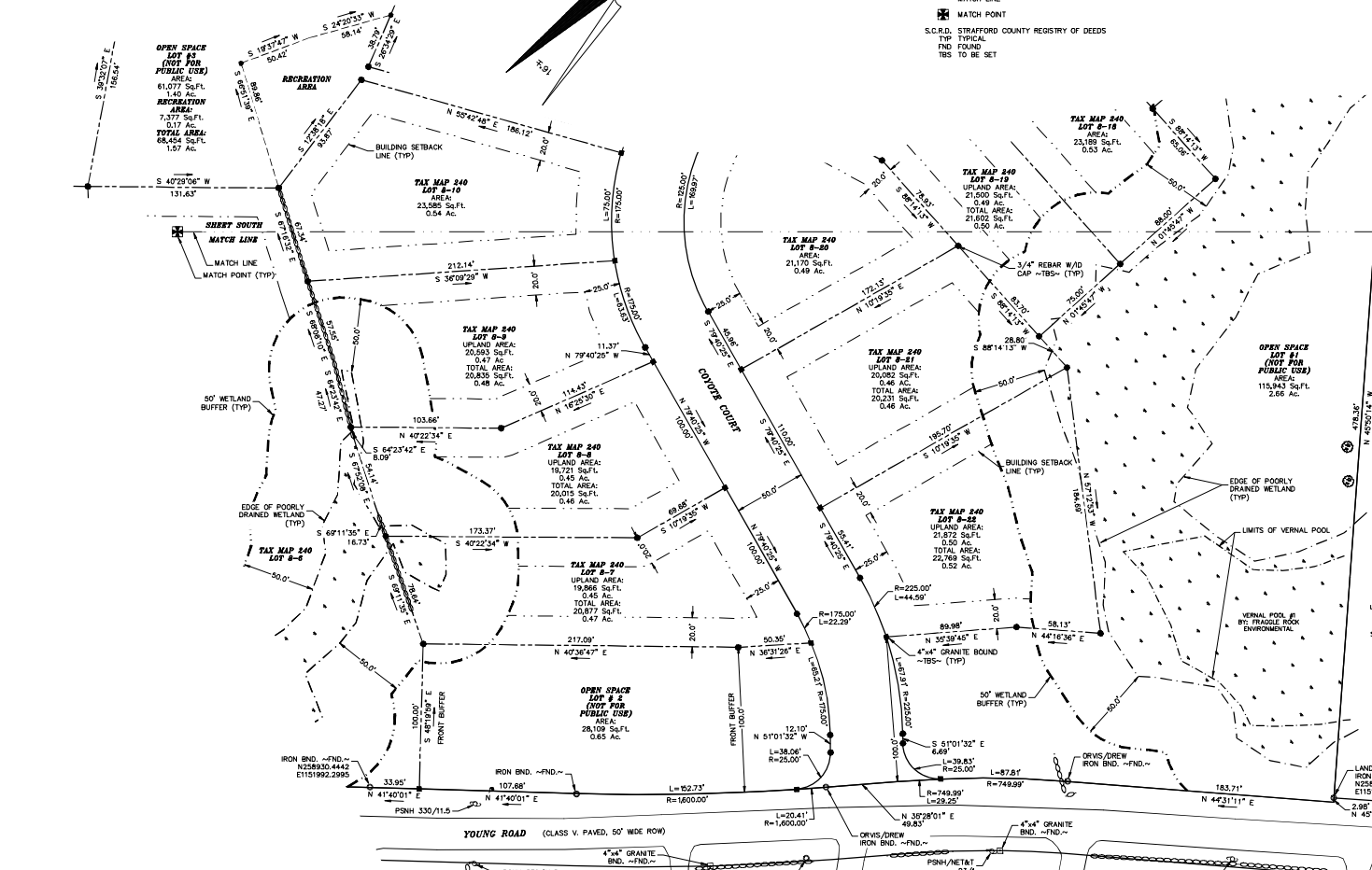
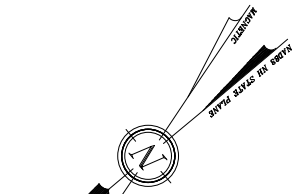
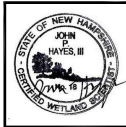
BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603) 332-2863
SCALE: 1 IN. EQUALS 40 FT.
DATE: FEBRUARY 15, 2023
FILE NO.: DB 2022 - 109

SHEET 17 OF 70

WETLAND NOTE:

WETLANDS WERE DELINEATED BY JOHN P. HAYES, CMC, IN THE SUMMER OF 2022 USING THE FOLLOWING CRITERIA:

1. USACE, REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHEASTAL AND NORTHEAST REGION, VERSION 2.0, U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, 2012, VICKSBURG, MS.
2. USACE, CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ENVIRONMENTAL LABORATORY, 1987, VICKSBURG, MS.
3. UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, 2008, FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, LAK VILLAS, C.W. HUNT, AND J.F. HORNOWITZ (EDS.), USDA, NRCS, IN COOPERATION WITH THE NATIONAL TECHNICAL COMMITTEE FOR HYDRIC SOILS.
4. NEW ENGLAND HYDRIC SOIL TECHNICAL COMMITTEE, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4, NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, 2016, LOWELL, MA.
5. U.S. ARMY CORPS OF ENGINEERS 2019, NATIONAL WETLAND PLANT LIST, VERSION 3.3, [HTTP://WETLAND-PLANT.USACE.ARMY.MIL/](http://wetland-plant.usace.army.mil/)



N/F PELLEGRINO, MICHELLE C.
120 YOUNG ROAD
BARRINGTON, NH 03825
TAX MAP 240, LOT 15.09
S.C.R.D. BOOK, 467, PAGE 51

N/F HARRIS, WALTER W. & JULIE M.
130 YOUNG ROAD
BARRINGTON, NH 03825
TAX MAP 240, LOT 15.11
S.C.R.D. BOOK, 438, PAGE 214

N/F ALIX, CHRISTOPHER & ANNE
PO BOX 142
BARRINGTON, NH 03825
TAX MAP 240, LOT 15.12
S.C.R.D. BOOK, 395A, PAGE 378

N/F CAVERLY, ROBERT & ELIZABETH
150 YOUNG ROAD
BARRINGTON, NH 03825
TAX MAP 240, LOT 15.1
S.C.R.D. BOOK, 4002, PAGE 437

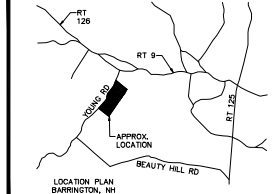
LEGEND:

- 3/4" REBAR W/D CAP ~TBS~
- GRANITE BOUND ~TBS~
- 1/2" REBAR W/EASEMENT CAP ~TBS~
- DRILL HOLE ~FND~
- IRON PIPE ~FND~
- IRON BOUND ~FND~
- GRANITE BOUND ~FND~
- UTILITY POLE
- SINGLY POST SIGN
- POORLY DRAINED WETLAND LINE
- PRIME WETLAND LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- 50' POORLY DRAINED WETLAND BUFFER & 100' PRIME WETLAND BUFFER LINE
- STONE WALL
- PROPOSED PROPERTY LINE
- MATCH LINE

S.C.R.D. STRAFFORD COUNTY REGISTRY OF DEEDS
TYP TYPICAL
TBS TO BE SET

FOR PLANNING BOARD APPROVAL PURPOSES:

THE SUBDIVISION REGULATIONS OF THE TOWN OF BARRINGTON ARE A PART OF THIS PLAN, AND APPROVAL OF THIS PLAN IS CONTINGENT UPON COMPLETION OF ALL REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, EXCEPTING ONLY MODIFICATIONS MADE IN WRITING BY THE BOARD AND ATTACHED HERETO.



LOCATION PLAN
BARRINGTON, NH
NOT TO SCALE

TBS:

1. OWNER: YOUNG ROAD LLC
75 YOUNG ROAD
BARRINGTON, NH 03825
- 1A) APPLICANT: PAUL THIBODEAU
75 YOUNG ROAD
BARRINGTON, NH 03825
- 2) TAX MAP 240, LOT 8
- 3) LOT AREA: 2,855,458 Sq.Ft., 65.55 Ac.
- 4) S.C.R.D. BOOK 5103, PAGE 080
- 5) ZONING: NR - NEIGHBORHOOD RESIDENTIAL
FRONTAGE ~ 200.0'
MINIMUM LOT SIZE ~ 80,000 Sq. Ft.
FRONT SETBACK ~ 40.0'
REAR SETBACK ~ 30.0'
SIDE SETBACK ~ 30.0'
WETLAND SETBACK ~ 50.0' IF OVER 3,000 Sq. Ft.
PRIME WETLAND BUFFER ~ 100.0'
MAX BUILDING HEIGHT ~ 35.0'
MAX LOT COVERAGE ~ 40%
- 6) I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, THIS PARCEL DOES NOT FALL WITHIN THE FLOOD PLAIN, FLOOD HAZARD REF., FEMA, COMMUNITY ~ 3307A, MAP# ~ 3307C0280, DATED: MAY 17, 2005.
- 7) VERTICAL DATUM BASED ON NAVD83 ELEVATIONS; HORIZONTAL COORDINATES BASED ON NAD83 COORDINATES GATHERED USING CARLSON 80XT SURVEY GRADE GPS RECEIVERS
- 8) THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN OCTOBER OF 2022, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.
- 9) SET THE NOTES PAGE FOR ADDITIONAL INFORMATION TO BE RECORDED HEREWITH.
- 10) THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED SUBDIVISION OF TAX MAP 240, LOT 8, AS SHOWN, INTO 22 INDIVIDUAL LOTS AS A PART OF A CONSERVATION SUBDIVISION. THIS IS A MULTI SHEET PLAN SET, SHEETS 15 - 19 ARE THE SUBDIVISION SHEETS, SHEETS 20 - 28 ARE THE EASEMENT SHEETS, BOTH ARE TO BE RECORDED. SHEETS 20 - 24 SHOW TOPOGRAPHY WITH THE REMAINING SHEETS PROVIDING ENGINEERING DETAIL FOR CONSTRUCTION PURPOSES. THE ENTIRE PLAN SET CAN BE FOUND AT THE OFFICE OF BERRY SURVEYING & ENGINEERING AND AT THE TOWN OF BARRINGTON PLANNING OFFICE.
- 11) THERE WERE NO CEMETERIES OBSERVED ON THE PARCEL AS OF THE DATE OF THE FIELD WORK.

N/F LEND, BRIAN & REBECCA
LEND FAMILY 200 TRUST
165 YOUNG ROAD
BARRINGTON, NH 03825
TAX MAP 240, LOT 8
S.C.R.D. BOOK 5783, PAGE 232

LAND TECH
IRON BND. ~FND~
N258436.26
E1151599.67

I CERTIFY THAT THIS PLAT EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE TOWN OF BARRINGTON, N.H. - 1:10,000
KENNETH A. BERRY L.L.S. 805 DATE 1-7-25

REVISION	DATE	DESCRIPTION
#1	01-08-25	REVISED PER NOTICE OF DECISION
#2	10-18-24	REVISED PER PLAN REVIEW
#3	8-5-24	COMPLETE PROJECT ENGINEERING AND SUBMIT TO BARRINGTON AND CHA
#4	6-28-24	ADJUST PROJECT LAYOUT

#10	#9	#8	#7	#6	#5	#4	#3	#2	#1
01-08-25	10-18-24	8-5-24	6-28-24						

REVISION	DATE	DESCRIPTION
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WETLAND NOTE:

WETLANDS WERE DELINEATED BY JOHN P. HAYES, CWS, IN THE SUMMER OF 2022 USING THE FOLLOWING CRITERIA:

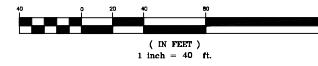
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3. UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, 2018, FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 6.2, L.M. VASILEAS, G.W. HUNT, AND J.F. BERKOWITZ (EDS.), USDA, NRCS, IN COOPERATION WITH THE NATIONAL TECHNICAL COMMITTEE FOR HYDRIC SOILS.
4. NEW ENGLAND HYDRIC SOIL TECHNICAL COMMITTEE, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4, NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, 2019, LOWELL, MA.
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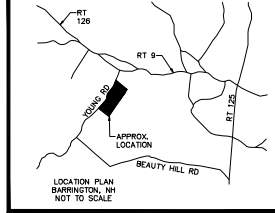
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GRAPHIC SCALE



N/T TOWN OF BARRINGTON
PO BOX 860
BARRINGTON, NH 03825
TAX MAP 240, LOT 19
BOOK 4735, PAGE 968



NOTES:

1. OWNER: YOUNG ROAD LLC
76 YOUNG ROAD
BARRINGTON, NH 03825
- 1A. APPLICANT: PAUL THIBODEAU
76 YOUNG ROAD
BARRINGTON, NH 03825
2. TAX MAP 240, LOT 8
3. LOT AREA: 2,855,458 Sq.Ft., 65.55 Ac.
4. S.C.R.D. BOOK 5103, PAGE 080
5. ZONING: NR - NEIGHBORHOOD RESIDENTIAL
FRONTAGE ~ 200.0'
MINIMUM LOT SIZE ~ 80,000 Sq. Ft.
FRONT SETBACK ~ 40.0'
REAR SETBACK ~ 30.0'
SIDE SETBACK ~ 30.0'
WETLAND SETBACK ~ 50.0' OVER 3,000 Sq. Ft.
PRIME WETLAND BUFFER ~ 100.0'
MAX BUILDING HEIGHT ~ 35.0'
MAX LOT COVERAGE ~ 40%
6. I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, THIS PARCEL DOES NOT FALL WITHIN THE FLOOD PLAIN. FLOOD HAZARD REF: FEMA COMMUNITY - 330178, MAP# - 33017C0280, DATED: MAY 17, 2005.
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8. THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN OCTOBER OF 2022, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.
9. SEE THE NOTES PAGE FOR ADDITIONAL INFORMATION TO BE RECORDED HEREWITH.
10. THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED SUBDIVISION OF TAX MAP 240, LOT 8, AS SHOWN, INTO 22 INDIVIDUAL LOTS AS A PART OF A CONSERVATION SUBDIVISION. THIS IS A MULTI SHEET PLAN SET. SHEETS 15 - 19 ARE THE SUBDIVISION SHEETS, SHEETS 20 - 28 ARE THE EASEMENT SHEETS, BOTH ARE TO BE RECORDED. SHEETS 20 - 24 SHOW TOPOGRAPHY WITH THE REMAINING SHEETS PROVIDING ENGINEERING DETAIL FOR CONSTRUCTION PURPOSES. THE ENTIRE PLAN SET CAN BE FOUND AT THE OFFICE OF BERRY SURVEYING & ENGINEERING AND AT THE TOWN OF BARRINGTON PLANNING OFFICE.
11. THERE WERE NO CEMETERIES OBSERVED ON THE PARCEL AS OF THE DATE OF THE FIELD WORK.

LEGEND:

- 3/4" REBAR W/D CAP ~TBS~
- GRANITE BOUND ~TBS~
- 1/2" REBAR W/EASEMENT CAP ~TBS~
- DRILL HOLE ~FND~
- IRON PIPE ~FND~
- IRON BOUND ~FND~
- GRANITE BOUND ~FND~
- UTILITY POLE
- GUY WIRE
- SINGLE POST SIGN
- POORLY DRAINED WETLAND LINE
- PRIME WETLAND LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- 50' POORLY DRAINED WETLAND BUFFER & 100' PRIME WETLAND BUFFER LINE
- STONE WALL
- PROPOSED PROPERTY LINE
- MATCH LINE
- MATCH POINT
- S.C.R.D. BARRINGTON COUNTY REGISTRY OF DEEDS
- TYPICAL
- FND FOUND
- TBS TO BE SET

N/T LENO, BRIAN & REBECCA
LENO FAMILY 2005 REV. TRUST
183 YOUNG ROAD
BARRINGTON, NH 03825
TAX MAP 240, LOT 19
S.C.R.D. BOOK 378, PAGE 292

I CERTIFY THAT THIS PLAT EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE TOWN OF BARRINGTON, N.H. - 1:10,000 - 1-7-25

KENNETH A. BERRY L.L.S. 805 DATE

SUBDIVISION DETAIL - ROADWAY SOUTH

BERRY & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603) 332-2863
TAX MAP 240, LOT 8

DATE: FEBRUARY 15, 2023
FILE NO.: DB 2022 - 109

SHEET 19 OF 70