

**DECLARATION OF COVENANTS & RESTRICTIONS
CHESTNUT WAY**

**Land at Merry Hill Road & Marsh Road Barrington, New Hampshire
Tax Map 257, Lot 29-1**

JOSEPH FALZONE, married, with an address of 7B Emery Lane, Stratham, NH 03885, (“Declarant” and at all times including any entity or individual to whom Declarant may assign its rights as developer/ subdivider), owner of all of the lots in a subdivision known as 12 Month, LLC Subdivision at Merry Hill Road (the “Subdivision” more particularly described in Exhibit A) as shown on a plan entitled: “Subdivision Plan Land of Joseph Falzone, Merry Hill Road, Barrington, NH, Tax Map 239, Lot 29-1”, prepared by Berry Surveying & Engineering, and recorded in the Rockingham County Registry of Deeds as Plan No. D-_____ (hereinafter “Subdivision Plan”), and hereby submits all four lots in the Subdivision (hereinafter, each individually a “Lot” and collectively, the “Lots”) to the following restrictive covenants:

APPLICABILITY

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

This provision shall apply to all purchasers of lots whether the lot was sold to such purchaser by Declarant or any transferee of said entity. It shall also apply to all successor purchasers.

CHESTNUT WAY

Declarant retains the right to construct, install Chestnut Way and its associated drainage infrastructure including but not limited to: *all culverts, catch basins, headwalls, outlet structures, and swales; (and including periodic pumping of the sump as necessary)* (collectively the “Drainage Infrastructure”).

Each Lot owned or conveyed by the Declarant shall be subject to and benefit from, as necessary, “*Access, Utility, Grading & Drainage Easement 1-6*” as shown on the Plan, as well

as access rights in common with others, for ingress and egress to said Lot over Chestnut Way, a private right of way shown on the Subdivision Plan.

Lot Owners shall contribute to the reasonable cost of maintaining the private right of way to facilitate good and passable vehicular and pedestrian travel in accordance with NH RSA 231:81-a, I in the manner described below. Any Lot Owner is solely responsible for repairing and restoring any portion of Chestnut Way directly or indirectly damaged by said Lot Owner in accordance with NH RSA 231:81-a, II.

Obligation to Maintain Chestnut Way & Drainage Infrastructure.

Each Lot shall bear one-fourth ($\frac{1}{4}$) of the cost of maintenance for Chestnut Way, including, but not limited to, the repair and replacement of any paved areas, maintenance of all utilities, landscaping, snow plowing, removal of debris, maintenance of adjacent Drainage Infrastructure.

Such maintenance shall be conducted in accordance with The Inspection and Maintenance Manual Stormwater System Management, Tax Map 257, Lot 29-1 Merry Hill Road, Barrington, NH 03825, Prepared for 12 Month, LLC, & Joseph Falzone by: Berry Surveying & Engineering dated November 26, 2024 and Revised April 23, 2025, on file with the Town of Barrington, and at the office of Berry Surveying & Engineering.

Meaning and intending to submit to the within Declaration of Covenants and Restrictions, the premises conveyed to the within Grantor by deed of Mark Couture dated November 13, 2024 and recorded at Strafford County Registry of Deeds in Book 5226, Page 147, deed of Elizabeth A. Couture, et al dated November 11, 2024 and recorded at Strafford County Registry of Deeds in Book 5226, Page 150, and deed of David Hampton, et al dated November 11, 2024 and recorded at Strafford County Registry of Deeds in Book 5226, Page 156.

GENERAL PROVISIONS

(a) Full Force and Effect. All of the foregoing covenants, conditions and reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any Lot encumbered by this Declaration regardless of how title was acquired for a period of seventy-five (75) years from the date of the recording hereof, after which time said Covenants will be automatically extended for successive periods of ten (10) years.

(b) Entry by Declarant. Declarant, as long as it owns an interest in any Lot encumbered by this Declaration or remains obligated for any development work, reserves the right to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by 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 this Declaration 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 this Declaration to a successor subdivider/developer or to the Lot Owners.

(c) Invalidation. Invalidation of any one of the terms of this Declaration by court order

shall in no way affect any of the other provisions which shall remain in full force and effect.

(d) Conflicts. This Declaration shall be read in conjunction with all other recorded documents affecting the Subdivision including recorded plans. In the event of a conflict between this Declaration 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 Lots in the Subdivision.

(e) Incorporation in Deeds. 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 to the same in a deed for a Lot, whether from the Declarant or from a subsequent Lot owner.

(f) Execution of Compliance Agreement. At the time of closing, the Declarant may require each Lot purchaser to sign a Compliance Agreement indicating receipt of and review of this Declaration. The form of Compliance Agreement shall be substantially in the form attached hereto as Exhibit A and may be attached to the deed of the Declarant to the Lot purchaser and may be recorded in the Rockingham County Registry of Deeds.

(g) Successor Declarant: The Declarant does hereby reserve the right to convey its rights and reservations made herein to a successor in the event the Declarant still owns one or more Lots and conveys its remaining right, title and interest in the Subdivision to a successor developer.

(k) Amendment; Town Approval Required: This Declaration may be amended by a unanimous vote of Lot Owners. Any amendment must be recorded at the Rockingham County Registry of Deeds. Notwithstanding the foregoing, any proposed amendment shall be subject to the written approval of the Barrington Planning Board, which approval shall be recorded at the Rockingham County Registry of Deeds along with such amendment. If not so recorded, the amendment or repeal shall be of no force and effect.

Executed the _____ day of September, 2025

JOSEPH FALZONE

**STATE OF NEW HAMPSHIRE
STRAFFORD, SS.**

Then personally appeared the above named, Joseph Falzone, and acknowledged the execution of the foregoing instrument to be his free act and deed for the purposes contained herein, as aforesaid, before me.

Notary Public:
My Commission Expires:

EXHIBIT A

Compliance Agreement

The undersigned do (does) hereby certify as follows:

1. He (she) (they) is (are) the buyer(s) of Lot number _____ in the 112 Month, LLC Subdivision at Merry Hill Road Strafford County, New Hampshire.
2. I (we) have reviewed the covenants, restrictions, and easements regarding Chestnut Way. I (we) have had the opportunity to consult with legal counsel regarding the effects of such covenants, restrictions and easements.
3. I (we) hereby agree that during the period of my (our) ownership of said Lot, to comply fully with all of said terms, reservations by Declarant, covenants, restrictions and easements.

Signed this ____ day of _____, 20____.

Witness

[type/print name of Lot purchaser]

Witness

[type/print name of Lot purchaser]