

Carly Ann Tracy

NORRIS FARMS AT FLINT HILL

RECORDING
SURCHARGE

58.00
2.00

A CONSERVATION SUBDIVISION DEVELOPMENT

off Norris Farms Road and Adela Drive, Raymond New Hampshire

DECLARATION OF EASEMENTS AND RESTRICTIONS

WHEREAS, Adela Griset, with a mailing address of 26 Cullen Way, Exeter, NH 03833, is the owner of approximately 11.18 acres of land, located on the northerly side of the Right of Way extending from Norris Farms Road in Raymond, New Hampshire (the "Land"), as shown on plans entitled "A Conservation Subdivision to be known as Norris Farms at Flint Hill" prepared for the owner of record Adela J. Griset situated in the Town of Raymond, NH Tax Map 35 Lot 15 prepared by Blasdell Survey, LLS dated 4/02/19 and recorded as Plan D - 41731 in the Rockingham County Registry of Deeds to be known as "Norris Farms a Conservation Subdivision Community"; and

WHEREAS, the Declarant has divided the Land into (5) residential building lots (the "Lots"), a designated Common Open Space of 1.7769 acres, which Common Open Space ("Common Area") shall be held in common by the owners of the Lots (the "Lot Owners") and shall be preserved and maintained as a recreational and natural area except for all infrastructure improvements approved by the Town of Raymond as shown on the Plan, and an Open Space for Conservation Recreational use ("Town Conservation Recreational Area") of 4.0825 acres to be transferred to the Town of Raymond, all as shown on the Plan; and

Whereas, Each Lot will be conveyed by the Declarant with a one-fifth (1/5th) undivided interest in the Common Area; and

WHEREAS the Declarant desires to ensure compliance by each lot Owner with certain minimum standards of maintenance, repair and upkeep to preserve the value and appearance of all the Community; and

WHEREAS the Declarant desires to ensure the preservation, maintenance and appropriate use of the Common Area and

WHEREAS the Declarant desires to ensure the safe and orderly maintenance, repair and upkeep of the Community's Common Driveway known as Adela Drive (Common Driveway) and all approved drainage structures within the subject property and the Private Right of Way to



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Norris Farms Road and any other improvements held or to be held in common by the Lot Owners (the "Common Improvements"), all as shown on the Plan; and

WHEREAS, the Declarant desires to subject the Land to certain easements, covenants, restrictions agreements and charges hereinafter set forth for the protection of the Declarant and each Lot Owner that shall be binding upon the Lot Owners, and their successors and assigns, and shall run with the Land and shall inure to the benefit of Lot Owners and the Declarant, and its successors and assigns.

NOW, THEREFORE, the Declarant hereby declares that the Land is and shall be held and conveyed subject to the easements, covenants, restrictions, agreements and charges hereinafter set forth:

ARTICLE I

NORRIS FARMS AT FLINT HILL HOMEOWNERS' ASSOCIATION

The organization and administration of the Norris Farms at Flint Hill Homeowners' Association shall be controlled by the following provisions:

(a) Organizational Meeting. The Declarant or successor, at any time prior to its sale of all of the Lots, shall call an organizational meeting of the Association by giving to each Lot Owner written notice at least twenty-one (21) days in advance of the organizational meeting, stating the time, place and purpose of the meeting. At that meeting, a board of directors shall be elected.

(b) Board of Directors. The board of directors shall consist of three (3) Lot owners. The board of directors may be less than three (3) if there are fewer than three (3) Lot Owners at the time of the election. The board of directors shall have all the duties and obligations of the Association described in this Declaration, including making assessments against Lot Owners as provided hereunder. The directors shall serve until the next annual meeting of the Lot Owners or until their successors are duly elected. A notice of the Association's directors signed by each of the directors shall be recorded in the Rockingham County Registry of Deeds promptly after their election, and all parties without actual knowledge may rely on such notice as indicating the duly authorized and elected board of directors of the Association until a subsequent recording of a new board of directors has been filed in the said registry.

(c) Organizational Meeting of the Board of Directors. The first meeting of the members of the board of directors following each annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the directors at

the meeting in which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided that a majority of the whole board shall be present.

(d) Officers. The directors shall elect a President, Treasurer and Secretary, and one person may hold more than one office. With the exception of the President, no officer need be a member of the board, but shall be a Lot Owner. The President shall be the chief executive officer and his designated alternate, shall preside at meetings of the Association, and if present, at meetings of the board of directors. The secretary, or his/her designated alternate, shall attend all meetings of the board of directors and the Association and shall record minutes of all proceedings in a record book of the Association. The secretary shall compile and keep current in the record books of the Association, a complete list of the Lot Owners at their last known post office addresses. The record books of the Association shall be available for inspection upon any reasonable request made by a Lot Owner to the Secretary or the board of directors. The Treasurer shall have the custody of all funds of the Association, which he/she shall deposit in a bank designated by the board of directors. The Treasurer shall disburse funds as ordered by the board and shall render to the President and the directors an accounting of all his transactions as Treasurer and of the financial condition of the Association. The board of directors may also appoint such other officers as they choose with duties that they may designate. No officer or director shall receive any compensation for acting as such but shall be entitled to reimbursement for out-of-pocket expenses.

(e) Other Meetings of the Board of Directors. The President or any two (2) of the directors may call a meeting of the board of directors on five (5) business days prior notice to each director. The directors may waive notice in writing and may also take actions by unanimous consent in writing signed by all of the directors in lieu of a formal meeting called hereunder. Such actions by consent shall be maintained with the record books of the Association by the Secretary. A majority of the directors shall be a quorum at any meeting.

(f) Annual Meeting of Lot Owners. The board of directors shall call an annual meeting within thirteen (13) months of their election in the same manner as provided for the organizational meeting. If an annual meeting has not been held within thirteen (13) months, any Lot Owner may give written notice to the directors demanding that they call an annual meeting. If any annual meeting is not called by the appropriate notice being given within thirty (30) days of such request, the Lot Owner may make such a call by following the procedure specified above for calling an organizational meeting. A board of directors shall be elected at each annual meeting whether called by the existing board of directors or the Lot Owners.

(g) Quorum for Association Meetings. In order for any meeting of the Association to be effective, a quorum of at least forty percent (40%) of the Lot Owners known to the

Association may take any action at the meeting by a majority vote of those present by person or proxy. Proxies shall be allowed if they are executed by the Lot Owner before a Notary Public or Justice of the Peace.

(h) Other Special Meetings. It shall be the duty of the board of directors to call a special meeting of the Association upon receipt by any director of a petition signed by the Lot Owners of at least twenty percent (20%) of the Lots. The notice of any special meetings shall set forth the purpose thereof, and no business shall be transacted at a special meeting except as stated in the notice. Notice shall be made in the manner provided for the organizational meeting and if such notice is not given within thirty (30) days of such a request, the petitioning Lot Owner(s) may call the special meeting in the same manner.

(i) Place of Meetings. The place of any meeting of the board of directors or the Association shall be at a reasonably convenient location in Raymond, New Hampshire or in the vicinity of Raymond and shall be specified in notices of the meeting.

(j) Voting. Each Lot Owner, including the Declarant, shall have one (1) vote in the Association for each Lot that he/she owns.

(k) Vacancy, Removals. Any vacancy in the board of directors caused by any reason other than removal by vote of the Association shall be filled by a vote of the remaining directors. The Association may remove any director or officer from office with or without cause, provided the notice for such a special meeting specifically states its purpose to remove a particular director or officer.

(l) Notice of Ownership. Any owner who purchases a Lot shall notify the Association in writing of his/her ownership and of his/her mailing address and the Association will be entitled to rely thereon in giving notices hereunder until written notice of a change of address is received.

(m) Membership. Each Lot Owner is entitled to membership in the Association, but Lot Owners shall be liable for common expense assessments as provided herein whether or not they choose to vote or otherwise participate in the Association.

(n) Managing Agent. The Board of Directors may appoint a managing agent to perform its duties hereunder, except that any assessments for costs of common expenses must be approved by a majority of the Board.

ARTICLE II

ASSIGNMENT OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights hereunder to one or more purchasers of the Lots, who purchase the Lots for resale and without any intent to reside thereon and all references herein to "Declarant" shall include such assigns. Any such assignment shall be in writing and shall be recorded in the Rockingham County Registry of Deeds before it is effective against Lot Owners. The easements and restrictions granted and imposed hereunder shall also be enforceable by any Lot Owners and the Association in addition to, and not in derogation of the rights of the Declarant, except as expressly limited herein. Any consents or approval required herein by the Declarant shall be by the Association once the Declarant has established the Association unless the Declarant has reserved such rights in connection with specific Lots. A written notice of such reserved rights shall be recorded in the Rockingham County Registry of Deeds.

ARTICLE III

RESTRICTIONS APPLICABLE TO LOTS

Each Lot shall be used solely in compliance with the following restrictions:

(a) No building or other structure of any kind, or any additions thereto, shall be constructed on any Lot, other than one (1) single family residence, together with a garage housing no more than three (3) vehicles, and other accessory buildings and structures normally appurtenant to such a residence, including, without limitation, swimming pools. Residences, accessory buildings and appurtenant structures shall be constructed within the property line building setbacks of each Lot as reflected on the Plan. Residences shall be constructed and shall contain at least 1800 square feet of living area, exclusive of garages, basements, decks or porches. The location of any driveway on the Lot shall be shown on a plan and submitted to the Declarant for its prior approval. When the Declarant has formed the Association, it shall have the Declarant's rights to approve plans herein unless the Declarant expressly reserves that right with regard to specific Lots. It shall be the Lot Owner's responsibility to obtain all necessary permits for construction, including building permits and certificates of occupancy.

(b) No more than 13,000 square feet of each Lot shall be cleared of trees, excluding from such calculation any area cleared by the Declarant for installation of any portion of the sewerage disposal system on a Lot; except that individual trees may be removed from the uncleared areas if consistent with good forestry management principles or which pose an endangerment to the persons or structures on the Lot. Cleared areas shall not include any portion of the Lot within 15 feet of the rear or side property lines except when deemed necessary for the

installation and maintenance of the Lot's driveway in the location approved by the Declarant or for the sewerage disposal system.

(c) The following activities, installations and other uses are prohibited except by prior written consent of the Declarant:

(1) the construction or reconstruction or use on any Lot of any temporary structures, tents or trailers;

(2) the paving of any part of the front yard of any Lot except for sidewalks, driveways and parking areas for the number of cars permitted hereunder;

(3) the exposure to view of clothes lines, fuel tanks or similar storage receptacles, trash or garbage receptacles;

(4) the placement of trash cans or other garbage disposal receptacles except on days designated for trash or garbage removal;

(5) the recreational use or operation of motorized vehicles including, but not limited to, mini-bikes, snowmobiles, trail bikes, motorcycles, go-carts or any other motorized recreational vehicles on any public or privates' roads, driveway, rights of way or easements;

(6) the storage of any trailer, truck, boat, commercial vehicle or unregistered vehicle other than in any approved garage on the Lot.

(d) No business of any nature shall be conducted upon any of the Lots, except for any home business allowed by the Zoning ordinance and approved by the Town of Raymond as long as the home business does not have any signs, and does not increase the traffic flow within the Norris Farms at Flint Hill Development.

(e) All utilities shall be placed underground.

(f) There shall be no subdivision of any of the Lots, or any structure on any Lot, for the purposes of creating additional residential units or additional building lots.

(g) All signs of any kind are prohibited on Lots other than temporary political signs and customary real estate signs while a Lot is for sale or a sale is pending.

(h) Cleared areas of Lots shall be appropriately landscaped and maintained and forested areas of Lots will be maintained in accordance with good forestry management principles.

Any approvals required under this ARTICLE III by the Declarant will have been conclusively deemed to have been given if the Lot Owner requesting the approval has not been notified of the Declarant's approval or disapproval within forty-five (45) days of the receipt by the Declarant of a written request for such approval containing plans, specifications, sketches and other pertinent information sufficient in depth and scope to enable the Declarant to make a reasoned consideration of such written request.

ARTICLE IV

RESTRICTIONS APPLICABLE TO COMMON OPEN SPACE

The Common Open Space Areas, other than the approved Common Improvements, shall be retained, maintained and preserved in their natural, scenic condition, and in furtherance of that purpose, the following activities are hereby prohibited in the Common Open Space:

- (a) construction or placing of buildings, additional roads, driveways, signs, billboards, or other advertising without approval from the Town;
- (b) dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, yard waste, slash or unsightly or offensive materials;
- (c) removal or destruction of trees, shrubs or other vegetation, except as deemed necessary to the performance of the required maintenance of the Common Driveway and the permitted drainage structures;
- (d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance other than as necessary to perform the required maintenance of the Common Driveway and the permitted drainage structures;
- (e) activities detrimental to drainage, flood control, water or soil conservation or erosion control; or
- (f) the recreational use of operation of motorized vehicles including, but not limited to, mini-bikes, trail bikes, snowmobiles, motorcycles, go-carts or any other motorized recreational vehicles; and
- (g) other acts or uses detrimental to the preservation of the Common Open Space in its natural condition.

Notwithstanding anything to the contrary contained in the ARTICLE IV, there is appurtenant to each of the Lots the perpetual right and easement in common with each other to conduct the following activities on or within any part of the Common Open Space area:

(a) passive recreational uses such as fishing, picnicking, bird watching, hiking, jogging, etc.

The Lot Owners shall preserve and maintain the Common Open Space Area and vegetative buffer in its natural condition and shall enforce and maintain all restrictions as hereby laid out.

ARTICLE V

RESTRICTIONS AND USE APPLICABLE TO CONSERVATION OPEN

SPACE TO BE DEEDED TO THE TOWN OF RAYMOND

The parcel labeled Open Space for Conservation Recreation Use shall be deeded to the Town of Raymond for perpetual Conservation and will be subject to the authority and restrictions placed upon it by the Town of Raymond.

The Declarant has retained a limited easement lasting eighteen (18) months from the date of approval of the Plan for the construction of and the limited restricted use of a stump dump as located on the plan with the following restrictions:

(a) the stump dump will be constructed in accordance with the Town of Raymond regulations regarding stump dumps;

(b) and is solely for the purpose of proper disposal of all stumps removed for Lot development and the construction of the Common Improvements, the Common Driveway and drainage structures within the Common Open Space and the Right of Way to Norris Farms Road.

The Lot Owners shall have no individual rights to or retained rights to this parcel other than those of any other Town of Raymond resident.

ARTICLE VI

COMMON IMPROVEMENTS

There is appurtenant to each of the Lots the perpetual right and easement in common with each other to use and benefits of the Common Improvements which include the Conservation Subdivision signage, 30 foot long 8 foot high fence along southerly side of right-of-way, the Common Private Driveway and the drainage structures located both within the Common Open Space and the right-of-way to Norris Farm Road.

The Association and individual lot owners shall comply with the location of curbside trash pick-up and maintain same in a neat and orderly fashion and all homeowner mailboxes shall be in and remain in compliance with the United States Postal Service regulation.

In order to fairly provide for the maintenance and upkeep of such Common Improvements and the Common Areas , the Lot Owners shall bear responsibility jointly and severally for the cost of maintaining, replacing and protecting these improvements including the costs of annual maintenance of the improvements and snowplowing of the Private Common Driveway. The Common Improvement Costs shall be assessed in accordance with ARTICLE VII below.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSE

The Association, by its Board of Directors, and prior to its establishment, the Declarant shall assess each Lot an equal portion of the common expenses for which the Lots Owners are jointly and severally liable hereunder. Those assessments may be made at intervals determined by the Board of Declarant, but not more frequently than once a month.

All such bills shall be paid within to (10) days of the receipt thereof. If any Lot Owner fails to pay an amount duly assed, he/she shall be liable for interest at the legal rate of interest on the amount unpaid and the reasonable costs of enforcement and collection in addition to the amount of such assessment. The Declarant, for so long as it owns any of said Lots and, when the Declarant no longer owns any of said Lots, the Association, shall have a consensual lien against any Lot from the time of recording a lien in the Rockingham County Registry of Deeds for the amount of any unpaid assessment against such Lot together with interest on the amount unpaid and reasonable attorney's fees incurred in the enforcement or collection of any such unpaid assessment. Upon payment the amount of such lien, the Declarant, for long as he owns any of said Lots and, when

the Declarant no longer owns any of said Lots, the Association, shall issue a statement in recordable form that all such charges have been paid.

ARTICLE VIII

BOOKS AND RECORDS

The Declarant, prior to the establishment of the Association, and the Association shall maintain records of the common expenses and its assessments and shall make them available to any Lot Owner or its agent for review at any reasonable time upon reasonable prior notice.

The Declarant, prior to the establishment of the Association, and the Association shall maintain records of the Stormwater required maintenance logs, and shall make them available to the Town of Raymond, the State of New Hampshire and any Lot Owner or its agent for review at any reasonable time upon reasonable prior notice as required by law or regulation.

ARTICLE IX

RESERVED RIGHTS

The Declarant reserves the right to itself and its successors and assigns to construct a stump dump as shown on the plan for the sole use and purpose of the development of the Common Improvements and the clearing of Lots for site work of the individual Lots.

The stump dump will be designed and constructed in accordance with the Town of Raymond regulations for stump dumps and the surface shall be restored to a natural state within eighteen (18) months of the approval of the plan at which time all rights of use shall expire.

Pursuant to the Release and Settlement Agreement executed by Adela and Brian Griset, NHMA-PLT and the Town of Raymond dated on or about November 13, 1998, Adela Griset retains all rights she acquired pursuant to RSA 231:51 with respect to the right of way along the boundary between the Town Property and the Griset Property measuring 1404.82 feet from the end of Norris Farm Drive as depicted on Plan D-23951, along with mutual 25 foot slope easements for the purpose of allowing such construction, provided that Adela Griset complies with all necessary and appropriate federal, state and local laws, ordinances and regulations pertaining to the construction.

If at some future time the Town or other parties upgrade the right-of-way to Norris Farm Road to the Town of Raymond road standards and the town accepts it as a public way, then all rights for further development and obligations to maintain the Private Driveway shall terminate.

ARTICLE X

SLOPE EASEMENTS

The Common Open Space and Lot 35-15-01-1 is subject to a twenty-five (25) foot slope easement for the benefit of the Town of Raymond for the purpose of constructing and upgrading their access to their property and is reflected on the Plan.

The Declarant reserves the right to itself and its successors and assigns of a twenty-five (25) foot slope easement on the Lots along their frontage boundary of the Common Open Space/Common Private Driveway for the purpose of construction and maintenance of said Common Driveway and its related drainage features.

ARTICLE XI

CONVEYANCES

Any Lot conveyed after recordation of this Declaration of Easements and Restriction will be subject to the easements and restriction imposed and reserved hereby, which shall run with and bind the Land, whether or not they are expressly referenced in the individual deeds for the conveyance of Lots. Each Lot will be conveyed with the appurtenant one-one fifth (1/5th) interest in the Common Open Space and the Private common Driveway in its entirety. That appurtenant interest shall be deemed to be conveyed with any transfer of a Lot whether or not specifically mentioned.

ARTICLE XII

NOTICES

All notices and requests direct to the Declarant shall be addressed to Adela J. Griset, 26 Cullen Way, Exeter, New Hampshire 03833. Notices and requests directed to the Association shall be addressed to each of the directors last shown as directors of the Association in the records of

the Rockingham County Registry of Deeds. Notices and requests directed to a Lot Owner shall be addressed to the Lot, or to such other address as the Lot Owner shall designate in writing to the Association, or if before its creation, to the Declarant. Any notices required hereunder may be given in hand, if the recipient acknowledges receipt in writing. Such notices shall be deemed to be given upon receipt. Otherwise, all notices shall be deemed to be given upon deposit with the United States mail or reputable private carrier by a mail or delivery service for which a return receipt will be provided.

ARTICLE XIII

AMENDMENTS

This Declaration of Easements and Restrictions may be amended by a written agreement signed and acknowledged by the owners of at least three (3) of the Lots, which amendments shall be effective upon its recording in the Rockingham County Registry of Deeds, provided, however, that as long as the Declarant or its assigns of rights hereunder own any Lot, an amendment shall require its signature and acknowledgement to be effective.

ARTICLE XIV

FAILURE TO MAINTAIN

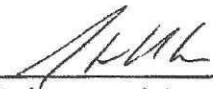
In the event that the Association shall for any reason fail to maintain the Common Improvements within the Common Open Space and/or the Private Driveway in accordance with this Declaration, the Board of Selectmen of Raymond, New Hampshire, may serve written notice upon such Association, or the Lot Owners, setting forth the deficiencies in the maintenance, order and condition of the Common Improvements. Such notice shall include a demand that said deficiencies be cured forthwith and that a statement of intent to comply and a date of compliance be filed with the Board of Selectmen within Fourteen (14) days of said notice. If such maintenance shall not have been performed, or said statement of intent not filed by the stated time, the Town may, at its option, seek a court order requiring the Association to undertake the required maintenance or, in the event of an imminent threat to public safety, enter upon such areas and undertake such maintenance. The cost of maintenance by the Town shall be billed to the Association, which shall pay any such bill within 30 days, failing which the town may seek to recover the costs via a court action. In any action brought by the town in good faith under this Article, the Association shall be liable for the town's costs and attorneys' fees incurred in said action.

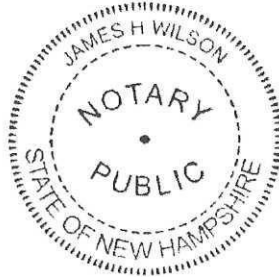
IN WITNESSS WHEREOF, Adela J. Griset has executed this Declaration of Easements and Restrictions this 5th day of MARCH, 2020.

By: 
Adela J. Griset

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 5 day of March, 2020 by Adela J. Griset.


Notary Public/Justice of the Peace
My Commission Expires:



James H Wilson
Notary Public, State of New Hampshire
My Commission Expires Jan. 10, 2023