

Table of Contents

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Conservation Easement Deed	Pg. 2
Site Plan	Pg. 17
Access Easement Plan	Pg. 18
Declaration of Protective Covenants	Pg. 19

CONSERVATION EASEMENT DEED

Lucius F. Hallett III, of Dover, County of Strafford, State of New Hampshire, **John D. Davis**, of Dover, County of Strafford, State of New Hampshire, **Karl R. Davis**, of Rochester, County of Strafford, State of New Hampshire, **Jessie Davis Jones**, of Auburn, County of Androscoggin, State of Maine, **Ashton R. Woodhouse**, of Wolfeboro Falls, County of Carroll, State of New Hampshire, **Charles F. Woodhouse II**, of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, **Holly Woodhouse**, of Dover, County of Strafford, State of New Hampshire, **Elizabeth Ashton Hallett**, of New York (Brooklyn), County of New York, State of New York, and **Michael Rollins Hallett**, of Seattle, County of King, State of Washington (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, with WARRANTY COVENANTS grants in perpetuity to the **Strafford Rivers Conservancy, Inc.**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at P.O. Box 623, 1 Glenwood Avenue, City of Dover, County of Strafford, State of New Hampshire, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the U. S. Internal Revenue Code (herein sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), the Conservation Easement (the "Easement") herein described with respect to that certain parcel of land with any and all improvements thereon situated off of the easterly side of Three Rivers Farm Road, Dover, New Hampshire, being shown as **Lot #11** on plan of land entitled "Subdivision Plan of Three Rivers Farm, Three Rivers Farm Road, Dover, New Hampshire", prepared by McEneaney Survey Associates, Inc., dated March, 1999, and being recorded in the Strafford County Registry of Deeds as Plan #55-96, 55-97, 55-98 and 55-99 (the "Plan"), containing 17.7 acres, more or less, more particularly bounded and

described in Appendix "A" attached hereto and made a part hereof (the "Property"), together with the benefit of an easement for access to the Property more particularly described in the fiduciary deed from Lucius F. Hallett III, et al., of near or even date and recorded in the Strafford County Registry of Deeds.

1. PURPOSES. The Easement hereby granted is pursuant to New Hampshire RSA 477:45-47, exclusively for the following conservation purposes:

A. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and

B. To preserve open spaces, particularly the 5,400.00 feet of water frontage along the Salmon Falls River and the Cocheco River, for the scenic enjoyment of the general public, consistent with the clearly delineated conservation policy stated in the City of Dover Master Plan, which states: "The City should place top priority on preserving in its natural condition as much land as possible along the tidal areas of the Salmon Falls River", and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources."

These purposes are consistent and in accordance with Section 170(h) of the U.S. Internal Revenue Code, as amended (the "Code").

The Easement hereby granted with respect to the Property is as follows:

2. USE RESTRICTIONS Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following restrictions of activities and uses are expressly imposed on the Property.

A. The Property shall be maintained in perpetuity as open space managed as wildlife habitat, and, except as expressly permitted herein, no industrial or commercial use activity shall be made or conducted on the Property.

B. The Property shall not be subdivided, partitioned or otherwise divided *de facto* into parcels of separate distinct ownership, and may be sold, transferred, devised or conveyed only in its entirety, provided, however, that this restriction shall not be deemed to prohibit the transfer of undivided ownership interests in the entirety of the property.

C. No building, structure or improvement, of any kind, above or below ground, including but not limited to a dwelling, septic system, tennis court, swimming pool, dock, road, dam, fence, bridge, airplane landing strip, asphalt, culvert, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property except as necessary in the accomplishment of the conservation or wildlife habitat management uses of the Property and provided that such improvements are not detrimental to the purposes of this Easement.

D. No removal, filling or other disturbance of soil surface, and no changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed that would be likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters or would be likely to harm state or federally recognized rare, endangered, threatened or special concern species or other wildlife. Furthermore, none of the aforementioned activities shall be allowed except as necessary for the accomplishment of the wildlife habitat management or conservation uses of the Property and provided that they are not detrimental to the purposes of this Easement.

E. No outdoor advertising structures such as signs or billboards shall be displayed on the Property except as necessary in the accomplishment of the conversation or wildlife habitat management uses of the Property, and provided that such structures are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs C, D, or E above. No such rocks, minerals, gravel, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be or suspected of being environmentally hazardous, including vehicle bodies or parts.

H. There shall be no hunting or discharge of firearms for target practice on the Property.

I. There shall be no motorized or other manufactured vehicles, including, but not limited to, automobiles, motorcycles, motorbikes, snowmobiles and so-called "all terrain vehicles", used on the Property without the prior written consent of Grantee, except as necessary for the accomplishment of the habitat management or conservation uses of the Property, and except as provided in Paragraph 3 below.

J. There shall be no fires at any time for any purpose on the Property.

K. There shall be no camping except for sleeping in the open or in a camping tent for one night. There shall be no camping for successive nights and a tent used for a permitted single overnight must be removed the day following such overnight.

L. There shall be no formal functions held on the property involving, but not limited to, any one or more of the following: tent(s), tables, chairs, dance floor, catered refreshments or meals and music (live or otherwise), except as necessary or desirable for burial services in accordance with Paragraph 3,C below.

3. RESERVED RIGHTS OF THE GRANTOR. Grantor reserves to him/herself and to his/her personal representative, heirs, successors and assigns, all rights accruing from his/her ownership of the Property that are not expressly prohibited herein or are not inconsistent with the purpose of this Easement. In addition, the Grantor reserves the following:

A. Grantor reserves the right to drive to and on the Property on the established dirt driveway and to park at least a distance of nine hundred feet (900') from the southwest corner of Lot #5 as shown on the Plan (such corner being approximately 385 feet, more or less, from the high water mark of the westerly side of the Salmon Falls River along the southerly boundary of Lot #5), provided, however, that such right to drive to and on the Property shall be for the purpose of accessing the Property only, and no motorized or other manufactured vehicles, including, but

not limited to, automobiles, motorcycles, motorbikes, snowmobiles and so-called "all terrain vehicles", shall be used on the Property for recreational purposes.

B. Grantor reserves the right to mow the fields provided that such mowing is not detrimental to the purposes of this Easement. The cost of such mowing will be incurred by the Grantor.

C. Grantor reserves the right to maintain the Rollins Family Cemetery located on the Property, and to use such cemetery for the burial of the descendants of Edward W. Rollins by blood or adoption, and their spouses, provided that any such burial shall be subject to all local, state and federal laws and that the Grantor shall notify the Grantee in writing before any such burial shall occur.

D. Grantor reserves the right to and does hereby authorize the Trustees under the will of Ashton Rollins (the "Trustees") to convey Lots in the Three Rivers Farm subdivision as shown on the Plan subject to an easement for the common benefit of all lineal descendants of Ashton Rollins (i.e., the issue of Ashton Rollins, whether by blood or adoption), and their spouses, their guests and invitees (collectively, the "Rollins Family") and the owners of all the lots (collectively, the "Lot Owners") shown on the Plan, to pass and re-pass by foot, vehicle or otherwise for the purpose of enabling ingress to and egress from the Property as shown on the Plan from and to Three Rivers Farm Road such that the Rollins Family shall thereby be enabled to visit the Rollins Family Cemetery located on the Property and such that the Rollins Family and the Lot Owners shall be able to use and enjoy the Property for reasonable recreational purposes consistent with the purposes of this Easement.

E. Grantor reserves the right to use the Property for reasonable recreational purposes which shall include, but shall not be limited to, activities such as walking, jogging, cross-country skiing, horseback riding, non-motorized biking, bird or other wildlife observation, single overnight camping subject to Paragraph 2,K hereof, and picnics subject to Paragraph 2,L hereof.

4. RIGHTS OF GRANTEE To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Easement:

A. To preserve and protect the conservation values of the Property and to further the purposes of this Easement by means that include the affirmative conduct of habitat management and conservation activities, including restoration of presently degraded areas;

B. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, to exercise the rights conveyed hereby and to fulfill the responsibilities assumed by the acceptance of this Easement; provided that the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use by others, pursuant to Paragraph 7 hereof.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.

A. Grantor agrees to notify the Grantee in writing no less than ten (10) days before the transfer of title to the Property or any division of ownership thereof permitted herein.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon. If the Grantor becomes delinquent in payment of such taxes or assessments, such that a lien against the Property is created, the Grantee, at its option, shall have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge such lien or delinquent taxes or assessments, or to take other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Easement.

6. BENEFITS AND BURDENS. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government or any subdivision of either of them, consistently with Section 170(c)(1) of the Code, or to any qualified organization within the meaning of Section 170(h)(3) of the Code, which

organization has among its purposes the conservation or preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of the Easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of either party, it shall immediately notify the other party in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to swiftly cure said breach, or to terminate said conduct, and to repair any damage. Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If Grantor fails to take proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to terminate such conduct, and to repair any damage. The cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the Grantor, or the Grantors' successors and assigns, as the case may be.

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

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

8. NOTICES. All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein,

and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

9. SEPARATE PARCEL. The Grantor agrees that for the purpose of determining compliance with any present or future bylaw, order, ordinance, or regulation (within this section referred to as “legal requirements”) of the Town of Dover or the State of New Hampshire, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to such land.

10. POWER OF TERMINATION. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the **Strafford County Conservation District**, a subdivision of the State of New Hampshire government under RSA 432:12, with its office located in the Strafford County Justice and Administration Building, 259 County Farm Road, Unit 3, Dover, New Hampshire, 03820-6015 (the “SCCD”), shall have the right to terminate the interest of the Grantee in the Property by recording a notice to that effect referring hereto in the Registry of Deeds and shall then assume all interests and responsibilities granted to the Grantee in this Deed. The SCCD shall have the same right of access to the Property as is conveyed herein to the Grantee, for purposes of monitoring the Grantee’s compliance with the terms of this Easement.

11. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages

resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages recovered (including, for purposes of this paragraph, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of the conservation purposes set forth herein.

12. ADDITIONAL EASEMENT Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Paragraph 6, above, accepts and records the additional easement.

13. GRANTOR'S REPRESENTATIVES The Grantee is hereby authorized to direct all communications regarding the Property, including, but not limited to, the development of a plan for habitat management and conservation activities and the placement of signs on the Property, to the persons designated below as the Grantor's representatives (the "Representatives"). The Representatives shall work with the Grantee on behalf of the Grantor (referred to as the "owners" or the "owners of the Property" in this paragraph) provided, however, that the Representatives shall be required to obtain approval from a majority of the owners of the Property before engaging or agreeing to engage in activities that will require an assessment to such owners other than nominal costs, i.e., under Five Hundred Dollars (\$500) annually, for mowing the field(s) and removal of brush or fallen trees to facilitate such mowing. The Representatives shall notify the owners in writing of the proposed expenditure(s). An owner will be deemed to approve such

expenditure(s) if such owner does not respond otherwise to the Representatives (or either one of them) in writing within twenty-one (21) days from such notification.

The initial Representatives shall be: **Penelope Rollins, of 180A Three Rivers Farm Road, Dover, New Hampshire 03820 and Michael R. Hallett, of 517 N.E. 92nd Street, Seattle, Washington 98115.** If Michael Hallett shall, for any reason, cease to serve as Representative, Elizabeth A. Hallett, of 34 St. John's Place, Brooklyn, New York 11217, shall serve as successor Representative. If Penny Rollins, shall, for any reason, cease to serve as Representative, she may appoint her successor. Any successor Representative may appoint his or her successor. If no successor Representative is appointed as provided in the preceding two sentences, the majority of the owners of the Property shall appoint a successor Representative such that there are at least two (2) and no more than four (4) Representatives. Any appointment of a successor Representative shall be effective upon written notice to and acceptance of such office by the successor Representative and notice of such appointment to the Grantee.

14. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator.

C. If a hearing is necessary, it must be held within sixty (60) days of choosing the third arbitrator. This time period may be extended by the arbitrators only for good cause shown.

D. A written decision with respect to any such dispute must be issued within fifteen (15) days after final submission of the case to the arbitrators for decision. A decision by two of the three arbitrators shall be binding upon the parties and shall be enforceable as part of this Easement.

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

The Grantee by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 1999.

Lucius F. Hallett III
(Sign in black ink)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Lucius F. Hallett III.

Notary Public/Justice of the Peace
My Commission Expires: _____

John D. Davis
(Sign in black ink)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by John D. Davis.

Notary Public/Justice of the Peace
My Commission Expires: _____

Karl R. Davis
(Sign in black ink)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Karl R. Davis.

Notary Public/Justice of the Peace
My Commission Expires: _____

Jessie Davis Jones
(Sign in black ink)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Jessie Davis Jones.

Notary Public/Justice of the Peace
My Commission Expires: _____

Ashton R. Woodhouse
(Sign in black ink)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Ashton R. Woodhouse.

Notary Public/Justice of the Peace
My Commission Expires: _____

Charles F. Woodhouse II
(Sign in black ink)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Charles F. Woodhouse II.

Notary Public/Justice of the Peace
My Commission Expires: _____

Holly Woodhouse
(Sign in black ink)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Holly Woodhouse.

Notary Public/Justice of the Peace
My Commission Expires: _____

Elizabeth Ashton Hallett
(Sign in black ink)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Elizabeth Ashton Hallett.

Notary Public/Justice of the Peace
My Commission Expires: _____

Michael Rollins Hallett
(Sign in black ink)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Michael Rollins Hallett.

Notary Public/Justice of the Peace
My Commission Expires: _____

ACCEPTED: STRAFFORD RIVERS CONSERVANCY, INC.

By: _____

Title: _____

Duly Authorized

ACCEPTED: STRAFFORD COUNTY CONSERVATION DISTRICT

By: _____

Title: _____
Duly Authorized

150501_1



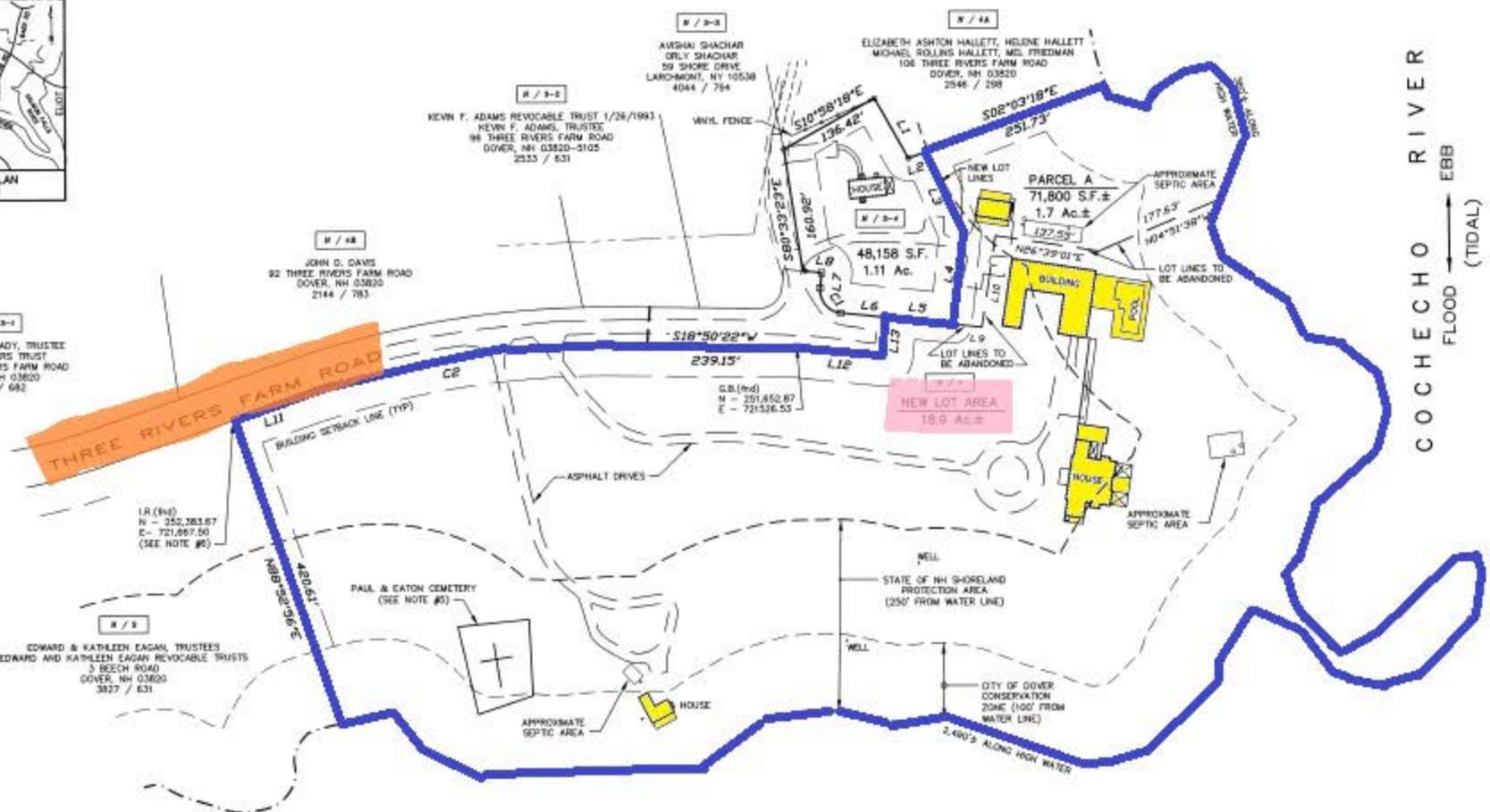
N / 3-1
PATRICK S. BRADY, TRUSTEE
THREE RIVERS TRUST
36 THREE RIVERS FARM ROAD
DOVER, NH 03820
3762 / 682

N / 4-8
JOHN D. DAVIS
82 THREE RIVERS FARM ROAD
DOVER, NH 03820
2144 / 783

N / 3-2
KEVIN F. ADAMS REVOCABLE TRUST 1/28/1993
KEVIN F. ADAMS, TRUSTEE
98 THREE RIVERS FARM ROAD
DOVER, NH 03820-5105
2533 / 631

N / 3-3
AVISHAI SHACHAR
ORLY SHACHAR
59 SHORE DRIVE
LARCHMONT, NY 10538
4044 / 794

N / 4-4
ELIZABETH ASHTON HALLETT, HELENE HALLETT
MICHAEL ROLLINS HALLETT, MEL FRIEDMAN
106 THREE RIVERS FARM ROAD
DOVER, NH 03820
2546 / 298



COACHEO RIVER
EBB
FLOOD (TIDAL)

- NOTES:**
- OWNERS OF RECORD:
N / 4 THREE RIVERS FARM IRREVOCABLE SECURITY TRUST
DANIEL W. SOLAR, TRUSTEE
161 PORTLAND AVENUE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOLUME 2072, PAGE 287
N / 3-4 THREE RIVERS FARM IRREVOCABLE SECURITY TRUST
DANIEL W. SOLAR, TRUSTEE
161 PORTLAND AVENUE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOLUME 2150, PAGE 316
 - N / 3-4** - DENOTES TAX MAP AND PARCEL NUMBER.
 - ZONING DISTRICT IS R-40 (RURAL RESIDENTIAL)
MINIMUM LOT SIZE = 40,000 S.F.
MINIMUM FRONTAGE = 150 FEET
SETBACK REQUIREMENTS
FRONT = 40 FEET
ADJUT STREET = 40 FEET
SIDE = 25 FEET
REAR = 30 FEET
MAX. LOT COVERAGE = 10 PERCENT
MAX. BUILDING HEIGHT = 35 FEET
 - A PORTION OF THE SUBJECT PARCEL IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAPS 33017C0332E AND 33017C04E, EFFECTIVE DATE SEPTEMBER 30, 2015. FLOOD AREA IS DESIGNATED "ZONE A" NO BASE FLOOD ELEVATION DETERMINED. FLOOD ZONE LIMITS APPEAR TO FOLLOW ALONG HIGH WATER LINE.
 - EXCEPTION AND RESERVATION OF THE "PAUL AND EATON CEMETERY" WITH A RIGHT OF ACCESS TO SAID CEMETERY AS DESCRIBED IN DEED S.C.R.D. 864 / 10.
 - BASES OF BEARING IS REFERENCE PLAN #1.
 - THE INTENT OF THIS PLAN IS TO ADJUST THE LOT LINES AS SHOWN. TRACT A - 71,800 S.F. ± / 1.7 AC. ± IS TO BE COMBINED WITH PARCEL N / 4.

	ORIGINAL PARCEL AREAS	NEW PARCEL AREAS
N / 3-4	120,000 S.F. ± / 2.8 AC. ±	48,158 S.F. / 1.11 AC.
N / 4	17.2 AC. ±	18.9 AC. ±
 - THE PARCELS ARE SUBJECT TO AND/OR BENEFIT FROM THE EASEMENTS, RESTRICTIONS, COVENANTS AND ENCUMBRANCES SHOWN ON REFERENCE PLAN #1.
 - LOT N/4 WILL BE ENCLUMBERED BY A WELL PROTECTION EASEMENT FOR AREAS WITHIN 75' OF THE EXISTING WELL ON LOT N/3-4 AND LOT N/3-4 WILL BE ENCLUMBERED BY A WELL PROTECTION EASEMENT FOR AREAS WITHIN 75' OF THE EXISTING WELL ON LOT N/4.
 - LOT N/3-4 WILL BE ENCLUMBERED BY AN ACCESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOT N/4 (SEE SHEET 2)

No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	90°00'00"	30.00	47.12	42.43	N68°58'11"E
C2	19°57'26"	1225.00	426.69	424.54	S08°51'39"W

No.	Bearing	Distance
L1	S78°43'42"W	90.00'
L2	S02°03'18"E	25.00'
L3	S85°01'49"W	118.12'
L4	N66°01'11"W	118.00'
L5	N23°58'11"E	88.00'
L6	N23°58'11"E	60.00'
L7	S66°01'49"E	20.00'
L8	N23°58'11"E	25.00'
L9	N23°58'11"E	38.25'
L10	N63°20'59"W	120.70'
L11	S01°07'04"E	85.00'
L12	S23°58'11"W	113.01'
L13	S66°01'49"E	50.00'

NO.	DATE	DESCRIPTION	BY	CHK.
17-1238	LLADJ	17-04	06-61	
PROJECT NO.	TYPE	FIELDBOOK & PAGES		

LEGEND
 I.R.(hd) - IRON ROD (FOUND)
 G.B.(hd) - GRANITE BOUND (FOUND)
 I.R.(set) - IRON ROD WITH I.D. CAP #661 (SET)
 SHU - OVERHEAD UTILITY LINE
 S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS
 TYP. - TYPICAL

FRESH CREEK
FLOOD (TIDAL)



- REFERENCE PLANS:**
- LOT LINE ADJUSTMENT PLAN PREPARED FOR THREE RIVERS FARM IRREVOCABLE SECURITY TRUST, TAX MAP N, LOTS 3 AND 4, THREE RIVERS FARM ROAD, STRAFFORD COUNTY, DOVER, NEW HAMPSHIRE, SCALE: 1" = 100', DATED: JANUARY 16, 2005, REVISED TO 2/28/01, BY: THIS OFFICE, RECORDED S.C.R.D. PLAN 62-2.
 - SUBDIVISION PLAN OF THREE RIVERS FARM, THREE RIVERS FARM ROAD, DOVER, NEW HAMPSHIRE, SCALE: 1" = 250', DATED: MARCH 1899, REVISED TO 5/13/99, BY: THIS OFFICE, RECORDED S.C.R.D. PLAN 55-98.

SHEET 1 OF 2

LOT LINE ADJUSTMENT PLAN
PREPARED FOR
THREE RIVERS FARM IRREVOCABLE SECURITY TRUST
TAX MAP N, LOT NOS 3-4 & 4
THREE RIVERS FARM ROAD
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DOVER PLANNING FILE No. **P 17 -**
 DRAWN BY: **EF** FILE: **OP 11014+17-1238**
 SCALE: 1" = 80' DATE: **AUGUST 1, 2017**

McNeaney
Survey
Associates, inc.

P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0811

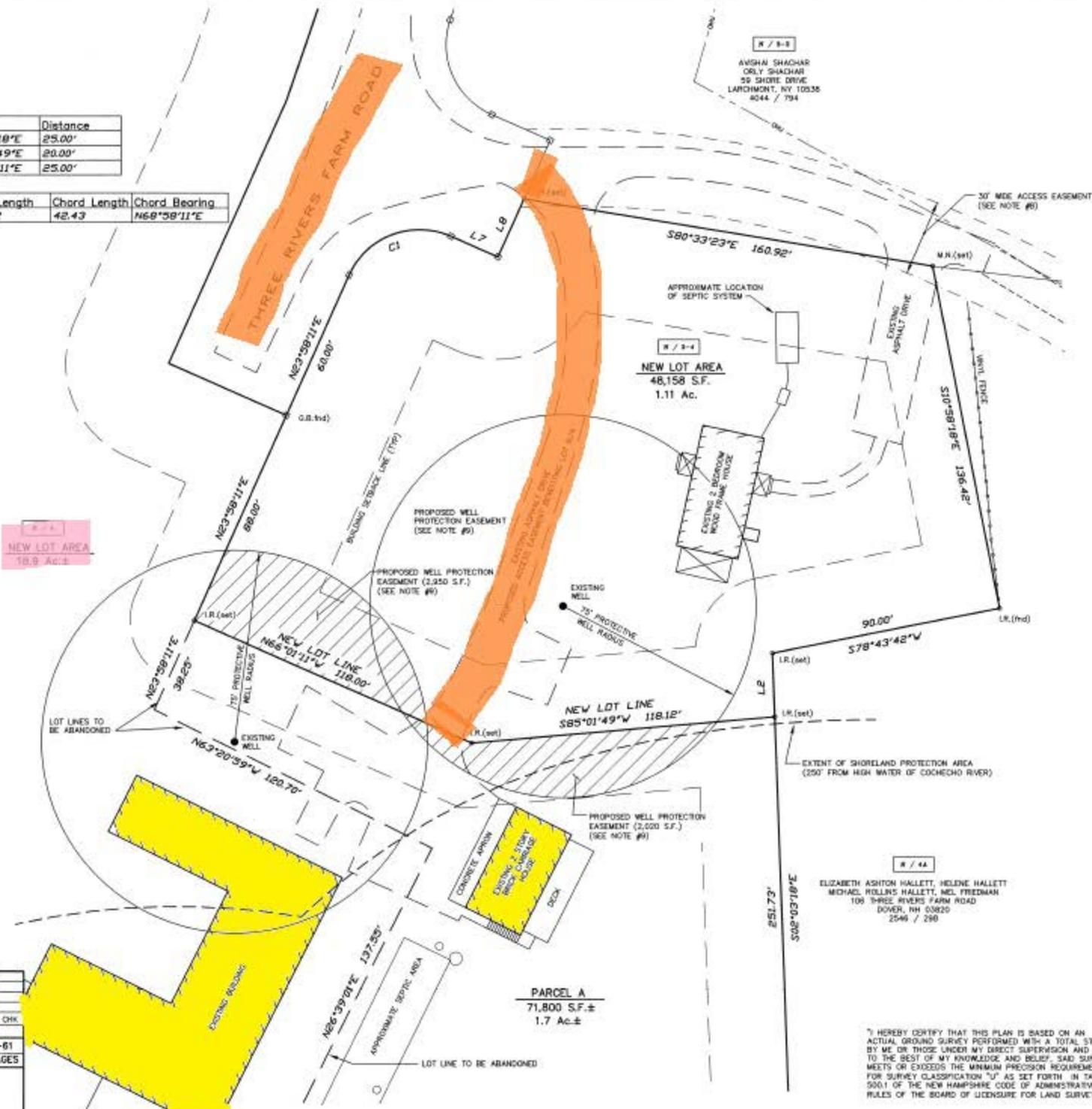
SURVEYING - PLANNING - CONSULTING

I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "L" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS.



No.	Bearing	Distance
L2	S02°03'18"E	25.00'
L7	S66°01'49"E	20.00'
L8	N23°58'11"E	25.00'

No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	90°00'00"	30.00	47.12	42.43	N68°58'11"E



NOTES:

- OWNERS OF RECORD:
 - N / 3-4 THREE RIVERS FARM IRREVOCABLE SECURITY TRUST DANIEL W. SKLAR, TRUSTEE 161 PORTLAND AVENUE DOVER, NEW HAMPSHIRE 03820 S.C.R.D. VOLUME 2072, PAGE 287
 - N / 3-4 THREE RIVERS FARM IRREVOCABLE SECURITY TRUST DANIEL W. SKLAR, TRUSTEE 161 PORTLAND AVENUE DOVER, NEW HAMPSHIRE 03820 S.C.R.D. VOLUME 2355, PAGE 316
- N / 3-4 - DENOTES TAX MAP AND PARCEL NUMBER.
- ZONING DISTRICT IS R-40 (RURAL RESIDENTIAL)
 - MINIMUM LOT SIZE = 40,000 S.F.
 - MINIMUM FRONTAGE = 150 FEET
 - SETBACK REQUIREMENTS:
 - FRONT = 40 FEET
 - ABUT STREET = 40 FEET
 - SIDE = 25 FEET
 - REAR = 30 FEET
 - MAX. LOT COVERAGE = 10 PERCENT
 - MAX. BUILDING HEIGHT = 35 FEET
- A PORTION OF THE SUBJECT PARCEL IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAPS 330700330E AND 33070034E, EFFECTIVE DATE SEPTEMBER 30, 2015. FLOOD AREA IS DESIGNATED "ZONE A" NO BASE FLOOD ELEVATION DETERMINED. FLOOD ZONE LIMITS APPEAR TO FOLLOW ALONG HIGH WATER LINE.
- EXCEPTION AND RESERVATION OF THE "PAUL AND EATON CEMETERY" WITH A RIGHT OF ACCESS TO SAID CEMETERY AS DESCRIBED IN DEED S.C.R.D. 864 / 10.
- BASIS OF BEARING IS REFERENCE PLAN #.
- THE INTENT OF THIS PLAN IS TO ADJUST THE LOT LINES AS SHOWN. TRACT A - 71,800 S.F. ± / 1.7 AC. ± IS TO BE COMBINED WITH PARCEL N / 4

	ORIGINAL PARCEL AREAS	NEW PARCEL AREAS
N / 3-4	120,000 S.F. ± / 2.8 AC. ±	48,158 S.F. / 1.11 AC.
N / 4	17.2 AC. ±	18.9 AC. ±

LEGEND

- IR (hd) - IRON ROD (FOUND)
- G.B. (hd) - GRANITE BOUND (FOUND)
- IR (set) - IRON ROD WITH I.D. CAP #991 (SET)
- OHU - OVERHEAD UTILITY LINE
- S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS
- TYP. - TYPICAL

NO.	DATE	DESCRIPTION	BY	CHK
17-1238		LLADJ	17-04	58-61
PROJECT NO		TYPE	FELDBOOK & PAGES	

SHEET 2 OF 2

LOT LINE ADJUSTMENT PLAN
 PREPARED FOR
THREE RIVERS FARM IRREVOCABLE SECURITY TRUST
 TAX MAP N, LOT No.s 3-4 & 4
THREE RIVERS FARM ROAD
 CITY OF DOVER
 COUNTY OF STRAFFORD
 STATE OF NEW HAMPSHIRE

DOVER PLANNING FILE No. P 17 -
 DRAWN BY: KZF FILE: OPR 10544/17-1238
 SCALE: 1" = 20' DATE: AUGUST 1, 2017

McGoneaney & Associates, Inc.
 Surveyors
 A

P.O. Box 681 - 24 CHESTNUT STREET
 DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "1" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
AND EASEMENTS
FOR THREE RIVERS FARM
DOVER, NEW HAMPSHIRE**

THIS DECLARATION is made this 4th day of Jan, 1999,

by the undersigned, being all of the Trustees of the Trust Under Will of Ashton Rollins (the "Declarant").

W I T N E S S E T H

WHEREAS, the Declarant owns certain premises situated in the City of Dover, Strafford County, State of New Hampshire, on the southerly side of Gulf Road and Eliot Bridge Road, so-called, at the confluence of the Salmon Falls River, the Cocheco River, and Fresh Creek, which premises are more particularly described in Section 1.6 hereof, and which as there described shall be hereinafter called the "Property" or the "Three Rivers Farm Subdivision"; and

WHEREAS, the Declarant desires to maintain the natural beauty of the Property, to develop the Property as a rural residential settlement of high quality, and to promote the recreational interests, health, safety, and social welfare of each owner of a part thereof; and

WHEREAS, in order to accomplish said objectives, the Declarant desires to subject the Property to restrictions, easements, covenants, conditions, and other matters set forth herein;

NOW, THEREFORE, the Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the covenants, restrictions, easements, conditions, and other provisions hereinafter set forth, all of which are agreed and declared to be in furtherance of a uniform scheme for development of the Property; and said covenants, restrictions, easements, conditions, and other provisions hereof are

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REGISTER OF DEEDS
STRAFFORD COUNTY

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intended to further and accomplish the aforesaid objective of the Declarant and to mutually benefit each of the Lots located or to be located therein, and to create mutually equitable servitudes upon each of the said Lots in favor of each and all other Lots located therein, to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said Lots, including the Declarant and its grantees, and their respective administrators, executors, successors, heirs, devisees and assigns, and that said covenants, restrictions, easements, conditions, and other provisions hereof shall be deemed to run with the land and be a burden and benefit upon and to, and be enforceable by, all such persons.

Article I

Definitions

The following words when used in this Declaration shall (unless the context plainly indicates otherwise) have the following meanings:

1.1. "Declarant" means the Trustees of the Trust under will of Ashton Rollins and certain heirs of Ashton Rollins, as listed on Schedule A attached hereto.

1.2. "Declaration" means this document.

1.3. "Plan" means and refers to a plan of land entitled "Subdivision Plan of Three Rivers Farm, Three Rivers Farm Road, Dover, New Hampshire", prepared by McEneaney Survey Associates, Inc., to be recorded subsequently in the Strafford County Registry of Deeds.

1.4. "Lot" or "Lots" means one or more of the numbered lots and/or tax map and parcel numbers shown on the Plan. The word "Lot" or "Lots" as used herein shall not be

deemed to include such portion of the Property which is marked or shown as Three Rivers Farm Road on the Plan.

1.5. "Owner" means the record owner, whether one or more persons or entities, and whether by instrument of conveyance, devise, or operation of law, of the fee simple title to a Lot at any particular time, and includes Declarant as to any Lot of which it is the record owner.

1.6. "Property" means the land, with all buildings and other improvements from time to time thereon, situated in the said City of Dover on the southerly side of Gulf Road and Eliot Bridge Road and the confluence of the Salmon Falls River, the Cocheco River, and Fresh Creek, and being more particularly described as follows:

Beginning at a point on the southerly side of Gulf Road/Eliot Bridge Road at its intersection with the easterly bank of Fresh Creek; thence running easterly and southeasterly along the southerly sideline of Gulf Road/Eliot Bridge Road to its intersection with the westerly sideline of Salmon Falls River; thence running southerly, along the westerly bank of the Salmon Falls River, to the peninsula and continuing along the peninsula to the intersection of Salmon Falls River and Cocheco River; thence running in a generally northerly and northwesterly direction and following the northerly/northeasterly bank of Cocheco River to its intersection with the easterly bank of Fresh Creek; thence running northerly, along the easterly bank of Fresh Creek, to the southerly sideline of Gulf Road/Eliot Bridge Road and the point of beginning.

Article II

Protective Covenants, Restrictions and Conditions

2.1. Use. Each Lot shall be used only for single-family residential, agricultural, forestry or farming purposes, or other uses as permitted by local ordinance whether by right, variance or special exception.

2.2. Structures. No building or other structure shall be situated or constructed on any Lot other than:

- (a) One (1) permanent, single-family residence;
- (b) Garages, guest houses (provided the same are not used as permanent residences), barns, sheds, swimming pools, stables, walls, fences and such other permanent accessory structures as are consistent with the uses permitted by Section 2.1 of this Article.

2.3. Unregistered Vehicles. No unregistered or inoperable vehicles shall be permitted on any Lot, unless the same are fully garaged behind closed doors.

2.4. Mobile Homes; Manufactured Housing. No trailers, motor homes, mobile homes, or manufactured housing shall be permitted on any Lot except for recreational motor homes or campers which are owned (a) by the Owner of the Lot (and which motor homes or campers shall not be used for residential purposes while on the Lot) and which shall not be parked within one hundred fifty feet (150') of any Lot's frontage on Three Rivers Farm Road unless fully garaged behind closed doors; or (b) owned by a guest of the Owner of the Lot (and which motor homes or campers may be allowed on a Lot and may be used for residential purposes while on the Lot by such guest for no longer than seven (7) days in any three month period) and which shall not be parked within seventy-five feet (75') of any Lot's frontage on Three Rivers Farm Road unless fully garaged behind closed doors. Manufactured housing as used herein shall be defined pursuant to RSA 674:31 and shall not include a "presite built house" as defined in RSA 674:31-a.

2.5. Satellite Dishes. No satellite dishes or similar devices for receiving or transmitting communication signals shall be permitted on any Lot unless the same are fully

screened from the view of all Lot Owners and the view of the public traveling on Three Rivers Farm Road; except that such satellite dishes or similar devices may be visible by other Lot Owners and the public traveling on Three Rivers Farm Road if the placement of such device is the only reasonable manner by which such Lot Owner may receive television or radio signals in their residence.

2.6. Towers; Antennas. No freestanding radio, television or other communication transmission or receiving towers or antennas shall be permitted on any Lot, except where a Lot Owner is licensed by the Federal Communications Commission as an "Amateur Radio Operator" and where the height of an antenna is necessary for reception and transmission, provided that such Lot Owner makes a good faith effort to place such antenna(s) out of view of the other Lots and of the public traveling on Three Rivers Farm Road.

2.7. Wood. No stockpiling, cutting, or splitting of tree-length logs shall be permitted on any Lot, except on a temporary basis in connection with the clearing or maintenance of tree growth from the Lot in question. All cut firewood intended for fireplace or woodstove use shall be neatly stacked if within view of the public traveling on Three Rivers Farm Road. All other firewood intended for fireplace or woodstove use shall be screened from the view of the public traveling on Three Rivers Farm Road (hereinafter "screened from public view").

2.8. Noxious Uses Prohibited. No noxious or offensive use or excessive noise shall be permitted on any Lot and nothing shall be done thereon which is or will become an annoyance or nuisance to the other Owners.

2.9. Sanitation. Garbage and rubbish shall not be dumped or allowed to remain on any Lot except as contained in a suitable closed receptacle screened from public view. This

provision shall not be deemed to prohibit properly placed and maintained compost heaps upon any Lot.

2.10. Sewage Disposal Systems; Toilet Facilities. All dwellings must have private inside bathroom facilities and septic or other disposal systems that comply with federal, state and local laws. No chemical toilets or "outhouses" shall be permitted on any Lot. No sewage disposal system shall be constructed on a Lot unless all approvals required by applicable law shall first have been obtained. Any such sewage disposal systems shall be kept in good working order and repair.

2.11. Animals. No animals or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, other domestic household pets, horses, cows, goats, llamas, other such similar farm animals, poultry, waterfowl and bees may be kept, provided that they are not raised, bred or kept for any commercial purposes, and provided further that they be kept in appropriate structures located not less than one hundred fifty feet (150') from any Lot's frontage on Three Rivers Farm Road and not less than seventy five feet (75') from any Lot's other borders, except that a fence intended to restrain large animals such as horses shall not be subject to such setback requirements.

2.12. Disturbance of Soil. All surface areas disturbed by construction of any sort shall be promptly returned to their natural condition and repaired in such a manner as may be practicable or consistent with the soil and terrain.

2.13. Habitation. There shall be no habitation whatsoever in any garage or barn designed for vehicle storage, and no habitation in a dwelling house until it is completed on the

exterior and plumbing and sewerage facilities installed and operable. Nor shall habitation be allowed in any basement or foundation having no completed building thereon.

2.14. Completion of Construction. Any construction, once started, shall be prosecuted diligently until completion. All structures shall be completed on the exterior within twelve (12) months after the date construction is commenced, including installation of permanent siding, roofing, windows, and doors, and including all painting, staining, and varnishing of any exterior surfaces that require same, and including reasonable landscaping.

2.15. Vehicles Prohibited. No tractor-trailers (tractor or trailer), construction equipment, heavy equipment, or commercial vehicles, having a gross vehicle weight in excess of five (5) tons shall be placed or kept on any Lot.

2.16. Surface Water. Each Owner shall use due care to avoid interfering with the natural course of surface water which would alter its natural flow across a neighboring Lot or Lots.

2.17. Fuel Tanks. No gasoline, diesel, or other vehicle fuel or kerosene shall be maintained or stored on any Lot in capacity greater than fifty (50) gallons, and in appropriate containers. Tanks for the storage of home heating and cooking fuel shall be screened from public view or enclosed. No underground fuel storage tanks shall be permitted.

2.18. Clotheslines. All clotheslines shall be screened from public view.

2.19. Lawns; Fields. All lawns shall be mowed on a regular basis, so that the length of grass does not exceed eight (8) inches. All fields or any part thereof located within any Lot may be mowed or retained in their natural state in the discretion of the Lot Owner, provided that all such fields shall be maintained in a good and husband-like manner.

2.20 Firearms: Hunting. There shall be no hunting or discharge of firearms for target practice on any of the Lots.

2.21 Rights of First Refusal. Lots 5, 6, 7, 8, N/4 and N/4A in the Three Rivers Farm Subdivision shall each be conveyed subject to and together with the benefit of reciprocal rights of first refusal. These reciprocal right of first refusal may not be altered without the unanimous written consent of the Owners of Lots 5, 6, 7, 8, N/4 and N/4A.

In the event the Owner(s) of Lots 5, 6, 7, 8, N/4 and N/4A desire(s) to transfer title to their respective premises to any other person, persons, or entity, each of the Remaining Lot Owners of Lots 5, 6, 7, 8, N/4 and N/4A ("Remaining Lot Owners") shall have a right of first refusal to purchase the said premises, and the right of first refusal shall be exercised as follows:

(a) If the Owner(s) of Lots 5, 6, 7, 8, N/4 and N/4A shall receive a bona fide written offer to purchase their respective premises which the Owner(s) desire(s) to accept, the Owner(s) shall so notify the Remaining Lot Owners in writing within ten (10) days of Owner(s)' receipt of such offer and shall describe its terms and conditions; the Remaining Lot Owners, or any one of them, shall have ten (10) days after receipt of such notice in which to notify the said Owner(s), in writing, of their desire to purchase the premises on the same terms and conditions, or ones more favorable to the said Owner(s). If more than one of the Remaining Lot Owners desires to purchase the premises, the right of first refusal shall be granted to that Remaining Lot Owner who extends the most favorable offer. This right of first refusal, however, shall not be applicable to (1) transfers to a parent, spouse, child, grandchild, sibling, or child of a sibling of the Owner, (2) to transfers to an entity owned and controlled by the Owner or to a trust created by the Owner for testamentary purposes, or (3) transfers by foreclosure or any other sale by a mortgagee in possession of a Lot otherwise subject to this right of first refusal; provided, however, that all subsequent transferees shall be subject to this right of first refusal except as specifically excluded herein.

(b) In the event that the Remaining Lot Owners, or any one of them, fail to exercise this right of first refusal in connection with a proposed sale of the premises, then such right with respect to such sale of the premises shall be extinguished upon consummation of said sale upon the same terms and conditions set forth in the written offer with the prospective purchaser; but, if such sale is not consummated with such purchaser in accordance with the

terms of the written offer provided to the Remaining Lot Owners, the aforesaid right of first refusal shall remain in full force and effect.

(c) In the event a Remaining Lot Owner exercises his or her right to purchase the premises, the Owner and the Remaining Lot Owner shall execute, within fifteen (15) days of the notice required to be given by the Owner(s) in sub-paragraph 2.21(a) above, a written purchase and sale agreement incorporating the terms and conditions of the written offer, or ones more favorable to the said Owner(s), and providing for a conveyance by the Owner to the Remaining Lot Owner of clear and marketable title to the premises within sixty (60) days of such agreement, or within any other period agreeable to the parties. Such purchase and sale agreement shall also contain such provisions as are customary in New Hampshire and agreeable to the parties.

Article III

Subdivision

3.1. Subdivision Prohibited. No Lot may be subdivided or resubdivided.

3.2. Boundary Line Adjustments. A boundary change or consolidation between

Lots shall not be considered a subdivision within the restriction set forth in Section 3.1, above, provided that no increase in the number of Lots results from such boundary change.

Article IV

General Provisions

4.1. Duration, Enforcement. All covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the Owners of the Property subject to said Declaration, and their respective legal representatives, heirs, successors, and assigns, forever; provided, however, that said covenants, conditions, and restrictions may be amended or terminated by an instrument signed by two-thirds (2/3) of the Lot Owners voting by representation (one vote per Lot, except that if the owner of Lot 7 owns another Lot, such Lot Owner shall only be entitled to one vote),

agreeing to said amendment or termination, and recorded in the Strafford County Registry of Deeds. Any Owner found to be in violation of the covenants, conditions and restrictions of this Declaration by a court of competent jurisdiction shall be subject to a fine of \$100.00 for each day such Owner is found to be in violation and shall pay all costs and expenses, including attorneys fees, incurred by another Owner(s) to enforce the terms of this Declaration.

4.2. Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Strafford County Registry of Deeds.

4.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Article V

Applicability

5.1 General Applicability. Except as provided in Section 5.2 below, the provisions of this Declaration of Covenants, Restrictions and Easements are applicable to all of the Property that now constitutes Three Rivers Farm, as shown on the Plan, and to the use and occupancy thereof. All present and future Owners, visitors, tenants, and occupants are subject to these covenants and restrictions. The acceptance of a deed of conveyance, or the entering into of a lease, or the act of occupancy of a Lot shall constitute an agreement to accept, to ratify, and to comply with this Declaration of Covenants, Restrictions and Easements.

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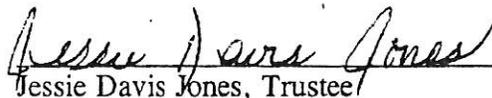
5.2 Non-conforming Existing Structures and Uses. The provisions of Sections 2.1, 2.2, and 2.13 shall not apply to such structures and modes of habitation as shall exist on any Lot as of the date of this Declaration, but all other provisions hereof shall be fully applicable to such structures and modes of habitation. No such existing structure shall be enlarged or altered in a way which increases its nonconformity with Sections 2.1, 2.2, and 2.13, but any such structure or portion thereof may be altered to decrease its nonconformity. If any nonconforming structure which is not used for human habitation as of the date hereof shall be destroyed or become physically unsafe or unlawful due to lack of repairs and maintenance, it shall not thereafter be restored, repaired or rebuilt. If a nonconforming structure which is used for human habitation as of the date hereof shall be damaged or destroyed it may be repaired, restored, or rebuilt in substantially the same configuration and serving the same use as existed as of the date hereof. Any such repairs, restorations, or rebuilding shall be subject to the provisions of Section 2.14.

Executed as of the date first written above.

TRUST U/W ASHTON ROLLINS



Lucius F. Hallett, III, Trustee



Jessie Davis Jones, Trustee



Ashton Rollins, II, Trustee

BK2072PG0283

MAINE
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF YORK

Personally appeared before me this 4th day of January, 1999,
the above named Lucius F. Hallett, III, who acknowledged the foregoing Declaration in
his/her capacity as Trustee of the Trust u/w Ashton Rollins.

[Signature]
Notary Public
My commission expires: 12/25/05

Stephen T. Nodsd



Maine
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF Cumberland

Personally appeared before me this 2 day of January, 1999,
the above named Jessie Davis Jones, who acknowledged the foregoing Declaration in his/her
capacity as Trustee of the Trust u/w Ashton Rollins.

[Signature]

Notary Public

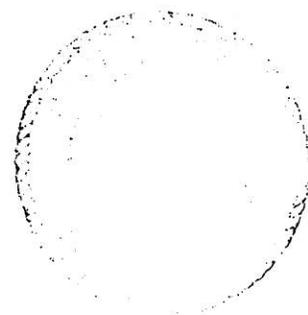
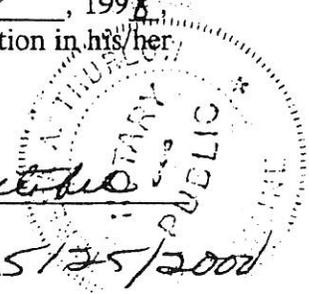
My commission expires: TERESA A. THURLOW
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES DEC. 12, 2000

STATE OF Colorado
COUNTY OF Jefferson

Personally appeared before me this 31st day of December, 1998,
the above named Ashton Rollins, II, who acknowledged the foregoing Declaration in his/her
capacity as Trustee of the Trust u/w Ashton Rollins.

[Signature]
Notary Public

My commission expires: 5/25/2002



BK2072PG0284

TRUSTEES' CERTIFICATE PURSUANT TO RSA 564-A:7. II

The undersigned trustees as Trustees of the Trust under will of Ashton Rollins have full and absolute power in said trust to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof.

Dated: 1/4/99

Lucius F. Hallett, III
Lucius F. Hallett, III, Trustee

Dated: 1/2/99

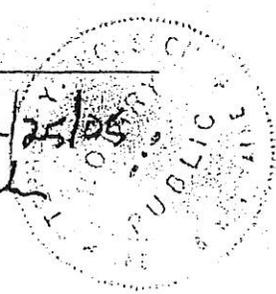
Jessie Davis Jones
Jessie Davis Jones, Trustee

Dated: 31 Dec 98

Ashton Rollins II
Ashton Rollins, II, Trustee

MAINE
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF YORK

Personally appeared before me this 4th day of January, 1999,
the above named Lucius F. Hallett, III, who acknowledged the foregoing Declaration in
his/her capacity as Trustee of the Trust u/w Ashton Rollins.

Stephen X. Nodsch
Notary Public
My commission expires: 12/25/05


STATE OF ^{maine} ~~NEW HAMPSHIRE~~
COUNTY OF Cumberland

Personally appeared before me this 2 day of January , 199 9 ,
the above named Jessie Davis Jones, who acknowledged the foregoing Declaration in his/her
capacity as Trustee of the Trust u/w Ashton Rollins.

 Teresa A. Thurlow

Notary Public

My commission expires:

TERESA A. THURLOW
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES DEC. 12, 2000

STATE OF Oklahoma
COUNTY OF Jefferson

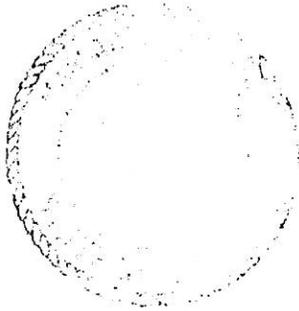
Personally appeared before me this 31 day of December , 199 8 ,
the above named Ashton Rollins, II, who acknowledged the foregoing Declaration in his/her
capacity as Trustee of the Trust u/w Ashton Rollins.

 Margaret Autbel

Notary Public

My commission expires:

 5/25/2000



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