

DECLARATION OF CONSERVATION RESTRICTION

This Grant of Conservation Restriction is made this 25th day of April 2025, by Otter Cove Homes, LLC, a limited liability company in the State of New Hampshire with a place of business located at 66 Fernald Drive, Nottingham, County of Rockingham, State of New Hampshire (hereinafter referred to as the "Grantors", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantors' executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for *consideration, grant in perpetuity* to the Town of Nottingham, 139 Stage Rd, Nottingham, NH 03290:

WITNESETH

WHEREAS, the Grantors are the sole owners, in fee simple, of certain real property in the Town of Nottingham, County of Rockingham, and State of New Hampshire, being a portion of the property described in the Deed of Otter Cove Homes, LLC, dated 6/11/2024, and recorded at the Rockingham County Registry of Deeds at Book 6552, Page 2735 said conserved portion being referenced on a Plan entitled "Conservation Easement Plan, Land of Owl Ridge Builders (LLC), Land of Frederick Fernald, Nottingham, NH Tax Map 23, Lot 11" by Berry Surveying & Engineering, dated February 15, 2023, as may be revised, to be recorded at the Rockingham County Registry of Deeds at _____ on _____, 2024 ("Plan") and described more particularly in the property description contained in Exhibit A; and

WHEREAS, a portion of the property possesses natural, aesthetic, agricultural, forestry, and upland/wetland values of importance to the Grantors, the Town of Nottingham, and the State of New Hampshire, which said portion is entitled "Conservation Easement Plan Owl Ridge Builders (LLC), Land of Frederick Fernald, Nottingham, NH Tax Map 23,

Lot 11” by Berry Surveying & Engineering, dated February 15, 2023, as may be revised, to be recorded at the Rockingham County Registry of Deeds at _____ on _____ 2024.
And

WHEREAS, Grantors, subject to those rights reserved herein, intend that the conservation values of the Conservation Lot be preserved and maintained, including those relating to uplands, wetlands, aesthetic characteristics, natural resources, agricultural cultivation, aquaculture activities, pastures and agricultural activities, and open and forested space at the time of this grant that do not significantly impair or interfere with those values; and

WHEREAS, A purpose and intent of the conservation area is to protect rare, threatened, and endangered wildlife species identified by New Hampshire Fish and Game, including but not limited to Blanding’s turtle (*Emydoidea blandingii*) and spotted turtle (*Clemmys guttata*).

WHEREAS, the Grantors further intend, as owners of the property, to restrict the use of said land, except as otherwise permitted herein, to preserve and protect the conservation values of the Conservation Lot in perpetuity, and that these Conservation Restrictions are to run with the land; and the property will be retained forever as forestland, field, pasture, ponds, and wetland, as may be existing in the current condition and

WHEREAS, the Grantors intend the property to remain in private ownership under the control of an established Home Owners Association (*HOA Active vegetation management is prohibited unless such management is first approved by the NHFG and is for the purposes of providing and maintaining rare wildlife habitat. If permitted, vegetative management shall meet necessary rare wildlife best management practices which may include time of year restrictions as set forth by the NHFG. Vegetative management plans shall be communicated with the NHFG and address concerns or incorporate recommendations provided by the NHFG prior to implementation. The use of herbicides or pesticides on the Conservation Area is prohibited for vegetation management, including invasive species management unless coordinated and agreed upon by NHFG* (For references, see *A Guide of the Best Management Practices for the Blanding’s Turtle (Emydoidea blandingii) in the Northeastern U.S.* (northeastturtles.org); *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996); *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (UNI-I Cooperative Extension and NH Department of Resources and Economic Development, Karen P. Bennett, ed OJ OJ);

WHEREAS, if the Grantors sell or otherwise transfer the land to a public entity or other conservation entity the land be used in the same manner;

WHEREAS, this Declaration of Conservation Restriction is being given in consideration of the Town of Nottingham Planning Board approval of subdivision more particularly shown on the “Plan” pursuant to RSA 674:21-a (2018), as hereinafter amended, which is incorporated herein by reference. This deed restriction and conservation easement has been included as part of conservation measures agreed upon in consultation with the New Hampshire Fish and Game Department in accordance with RSA 212-A:9 under New Hampshire Department of Environmental Services Alteration of Terrain Permit #240412 in

accordance with Env-Wq 1503.19 and Env-Wt 307.06..

NOW THEREFORE, in consideration of all of the above, the Grantors hereby voluntarily impose a Conservation Restriction in perpetuity of the Conservation Area.

The Conservation Area shall be maintained in perpetuity as private, open space unless transferred to a public entity or other conservation entity. It shall be managed without there being conducted any industrial, commercial, residential, or recreational activities, except as described below.

I. Permitted Uses

- a. Hunting shall be permitted but may be limited at the Grantors discretion.
- b. The stone walls in the interior of the Conservation Area may be altered only as necessary for agricultural purposes and access, but this activity is not encouraged.
- c. Passive use of the existing trails on site.

II. Prohibited Uses/Limitations

- a. No changes to the topography, surface or subsurface water systems, wetland or natural habitat shall be allowed.
- b. No structures or improvements including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or roadways, trails, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced on the Conservation Area.
- c. The use of herbicides or pesticides within the Conservation Area is prohibited for vegetation management including invasive species management unless coordinated and agreed upon by NHFG. Vegetative management shall be for the purposes of providing and maintaining rare wildlife habitat. Vegetative management shall meet necessary rare wildlife best management practices which may include time of year restrictions. Vegetative management plans shall be communicated with NHFG and address concerns of incorporate recommendations provided by NHFG prior to implementation.
- d. Except as part of allowed activities described in Section I, there shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the property.
- e. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar

substances on the Conservation Area. There shall be no dumping of materials such as snow, refuse, lawn debris, etc. on the protected open space. Signage reflecting this shall be placed along the perimeter of any sensitive area.

- f. Signage shall be maintained around the perimeter of the protected open space identifying it as a wildlife conservation area. These signs should be posted every seventy-five (75) feet along the protected open space.

III. Miscellaneous Provisions

- a. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. The Town of Nottingham and Grantors and their heirs, successors and assigns shall have the right to inspect, enforce or prosecute by legal or equitable action any violation of the *covenants contained herein*. *The Town shall provide Grantors at least five (5) days prior written notice of inspections, unless exigent circumstances exist which require less or no such notice.*
- b. The New Hampshire Fish and Game Department (NHFG), including its employees and authorized agents, shall have the right to enter the protected open space for wildlife surveys and conservation purposes at its sole discretion.
- c. Grantors for themselves, their heirs, successors and assigns, shall retain private uses of the property to include the activities described in Section I.
- d. Restrictions identified in this document shall not be amended or overturned.

IV. Information Sharing

- a. Grantor shall share with the New Hampshire Fish & Game Department Nongame Wildlife Program the Site Plans, shapefiles, and KMZ files delineating the Property and the Conservation Area. Boundaries shall be surveyed in metes and bounds. These items shall be provided to the New Hampshire Department of Environmental Services and New Hampshire Fish and Game, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of habitat for rare, threatened, and endangered species, under 30 days of executing this document. Execution of this document and the aforementioned supporting materials shall occur within 60 days of the date of receipt of the approved Alteration of Terrain Permit (#240412) or an otherwise agreed upon date verified in writing with NHFG.
- b. Once signed and recorded, a copy of this document shall be shared with the New Hampshire Fish & Game Department Nongame Wildlife Program.
- c. The Declarant shall share with New Hampshire Fish & Game Department the Conservation Easement Plans, shapefiles, and KMZ files delineating the Property and Conservation Area. Boundaries shall be surveyed in metes and bounds and shall

be provided to New Hampshire Department of Environmental Services and New Hampshire Fish and Game or the agency then recognized by the State of New Hampshire as having responsibility for identification and or conservation of habitat for rare, threatened, and endangered species under 30 days of executing this document.

- d. This document has been included as part of conservation measures agreed upon in consultation with the New Hampshire Fish and Game Department in accordance with RSA 212-A:9 under New Hampshire Department of Environmental Services Alteration of Terrain Permit # 240412 and administered through the New Hampshire Department of Environmental Services Alteration of Terrain Program in accordance with Env-Wq 1503.19.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025

Otter Cove Homes, LLC

Managing Member

Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this ____ day of _____, 2024, before me the undersigned officer, personally appeared _____, Managing Member of Otter Cove Homes, LLC who acknowledged the foregoing to be his and her voluntary acts and deed for the purposes therein contained.

Before me, _____ Justice of the
Peace/Notary Public

My commission expires: