

*Carmela O. Caughlin*

C/H  
L-CHIP  
HIA356365

**After Recording, Mail To:**  
DWIGHT SOWERBY  
*Attorney at Law*  
282 Route 101  
Unit #4  
Amherst, NH 03031  
603-249-5925

| STATE OF NEW HAMPSHIRE                        |                                  |
|---|----------------------------------|
| DEPARTMENT<br>OF<br>REVENUE<br>ADMINISTRATION | REAL ESTATE<br>TRANSFER TAX      |
| ***** Thousand * Hundred 40 Dollars           |                                  |
| DATE<br>06/16/2016                            | AMOUNT<br>HI077839 \$ *****40.00 |
| VOID IF ALTERED                               |                                  |

\$40.00 min. tax

### WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS THAT WE, JOHN R. BELLEROSE and DENISE L. BELLEROSE**, a married couple of 49 Gault Road, Bedford, County of Hillsborough, State of New Hampshire

for no consideration paid, grant to **JOHN R. BELLEROSE and DENISE L. BELLEROSE** of 49 Gault Road, Bedford, County of Hillsborough, State of New Hampshire, **as Co-Trustees of the Bellerose Revocable Trust u/a June 14, 2016**

with **WARRANTY CONVENANTS**

A certain tract or parcel of land, with any buildings thereon, situate in Bedford, County of Hillsborough, State of New Hampshire, bounded and described as follows, to wit:

Beginning at a point marked by an oak hub in the southeasterly corner of the herein-described parcel and on the northwesterly line of Gault Road, said point being 600.00 feet westerly from the intersection of the westerly line of a proposed road and said northwesterly line of Gault Road; thence on a bearing of S 52° 41' W and along said northwesterly line of Gault Road a distance of 150.00 feet to a point marked by an oak hub; thence on a bearing of N 37° 19' W and along Lot No. 18 a distance of 300.00 feet to a point marked by an oak hub; thence on a bearing of N 52° 41' E and along part of Lots No. 20 and No. 22 a distance of 150.00 feet to a point marked by an oak hub; thence on a bearing of S 37° 19' E and along Lot No. 24 a distance of 300.00 feet to the point of the beginning. Containing 45,000 square feet, more or less, and known as Lot No. 23.

The above-described parcel being more fully shown on a plan entitled "Map of Property of Donald & Jane Wallace", dated November 12, 1965, latest revision July 30, 1969, and made by Hills & Hesslein, Engineers & Surveyors.

Also hereby conveyed to said grantee is the right in common with others to pass and repass over the access road heretofore constructed by a previous grantor in the chain of title but reserving the right to said previous grantor to relocate same, and to convey the same for a public highway.

Said premises are subject to the rights of way along or adjacent to said Access Roads for the transmission of electricity and telephone service.

The premises herein conveyed are subject to the following restrictions, which the grantee, by acceptance of this instrument agrees for himself, his heirs, administrators, executors and assigns, to keep for the grantors and the succeeding owners of any and all portions of the property herein-described.

1. No structure shall be erected or maintained on the premises without written approval, prior to the start of construction, of the grantors. Such approval will be made upon submission of proper plans and specifications and a site plan showing the location of each structure on the lot.
2. The premises conveyed hereunder shall be used for residential purposes only and the usual and natural uses in connection therewith.
3. Not more than one dwelling shall be erected, permitted, or maintained on the premises described herein, and such dwelling shall be designated for use by not more than one family.
4. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings and all temporary structures shall be removed immediately upon completion of any buildings operation; no tarred paper or sheathing paper or any other temporary wall covering; no roofs shall be covered with metal roofing material; all chimneys intended for live fires shall have their flues lined through their entire height and with standard clay lining. All sewage and waste disposal shall be accomplished by means of a septic tank of standard type, approved by the grantors and properly proportioned for its per capita demand. Tile feeders shall be laid from effluent chamber in sufficient length to properly drain the tank capacity. No garbage or other waste materials shall be thrown onto the land or allowed to remain on the land. All buildings or structures on said premises are to be kept in good repair and condition, and are to be kept well painted.
5. The construction of a building on a lot must be completed and all excavation and excess building materials must be removed from the lot within one (1) year from the date of the beginning of construction.
6. No advertising signs shall be permitted on the lot except a "For Sale" sign when the premises are actually for sale.
7. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats or other household pets and not more than two (2) horses or ponies may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
8. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of New Hampshire Public Health Authority. Approval of such system as installed shall be obtained from such authority.
9. The property described herein shall not be subdivided and shall not be conveyed by deed or by operation of law except as one tract of land.
10. No structure of a temporary character, trailer, basement or tent shall be occupied as living quarters on said premises and no house trailers shall be parked or allowed to remain on said premises.
11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them as points

twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land and shall be binding on the grantee, his heirs and assigns, and all persons claiming under them for a period of fifteen (15) years from the date of the deed, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the improved lots in the grantors' development between Meetinghouse Road and Gault Road in said Bedford has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both.

Meaning and intending to describe and convey the premises conveyed to the Grantor by deed of Richard J. Yessian and Antoinette M. Yessian dated the May 10, 1994 and recorded in the Hillsborough County Registry of Deeds at Book 5546, Page 1990.

This deed was prepared from information supplied by the Grantor and no independent title examination has been conducted.

Dated this 14<sup>th</sup> day of June, 2016

  
\_\_\_\_\_  
John R. Bellerose

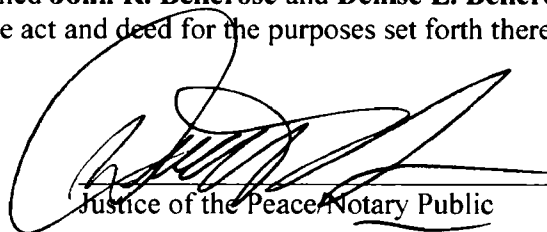
  
\_\_\_\_\_  
Denise L. Bellerose

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

June 14, 2016

Personally appeared the above-named **John R. Bellerose** and **Denise L. Bellerose** and acknowledged the foregoing to be their free act and deed for the purposes set forth therein.

Before me:

  
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Justice of the Peace/Notary Public

**DWIGHT D. SOWERBY**  
Notary Public - New Hampshire  
My Commission Expires September 28, 2016