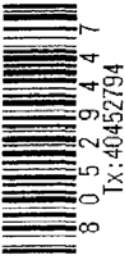


*Cathy Ann Tracy*

RECORDING  
SURCHARGE

90.00  
2.00



Return to:   
The Law Office of Kathryn M. Morin, LLC  
68 Main Street, Suite 5  
Andover, MA 01810  
File No. 2019-1953

(Space Above this Line Reserved for Registry of Deeds)

*DECLARATION OF*

*THE TOWNHOMES ON MAIN CONDOMINIUM*

69 Main Street, Exeter, County of Rockingham, State of New Hampshire

One Home Builders II, LLC, a New Hampshire limited liability company, with a mailing address of P.O. Box 334, Stratham, New Hampshire 03885 (hereinafter, with its successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Exeter, Rockingham County, New Hampshire, and more particularly described in Exhibit A, attached hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property.

2. Definitions. As provided in Section 12, I of the Condominium Act, capitalized terms not otherwise defined herein, or in the Bylaws recorded herewith, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "Board of Directors" or "Board" means the board of directors of the Unit Owners' Association.

(b) "Bylaws" mean the Bylaws providing for the self-government of the Condominium, recorded herewith, as amended from time to time.

(c) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes any Limited Common Area.

(d) "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or

maintenance of reserves pursuant to the provisions of the condominium instruments; "future common expenses" shall mean common expenses for which assessments are not yet due and payable.

(e) "Common profits" means all income collected or accrued by or on behalf of the unit owners' association, other than income derived from assessments pursuant to RSA 356-B:45.

(f) "Condominium" means The Townhomes on Main Condominium, the condominium established by this Declaration.

(g) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(h) "Convertible Land" means building sites shown on the site plan which are a portion of the common area within which additional units and/or limited common area may be created.

(i) "Convertible Space" means a portion of a structure within the condominium which portion may be converted into one or more units and/or common area, including but not limited to limited common area, in accordance with this chapter.

(j) "Days" mean calendar days, unless modified by the word "business", in which case said term shall include all days except Saturdays, Sundays and legal holidays in the state of New Hampshire.

(k) "Declarant" means One Home Builders II, LLC.

(l) "Declaration" means the Condominium Declaration of The Townhomes on Main Condominium, as amended from time to time.

(m) "Dispose" or "disposition" refers to any sale, contract, assignment, or any other voluntary transfer of a legal or equitable interest in a condominium unit, except as security for a debt.

(n) "Exhibit A" means the Description of Submitted Land attached to this Declaration as Exhibit A as amended from time to time.

(o) "Exhibit B" means the Description of Convertible Land attached to this Declaration as Exhibit B as amended from time to time.

(p) "Identifying number" means one or more letters and/or numbers that identify only one unit in the condominium.

(q) "Improvement" means any addition to condominium land, facilities, or amenities other than condominium units.

- (r) "Land" shall have the meaning set forth hereinabove.
- (s) "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but not all, of the Units.
- (t) "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent, rounded to the next whole number, of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.
- (u) "Manager" means a professional managing agent employed by the Board to manage the Condominium.
- (v) "Mortgagee" means the holder of a real estate mortgage.
- (w) "Owner or Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.
- (x) "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest of each unit in the Common Area as set forth in Exhibit B attached hereto.
- (y) "Person" means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.
- (z) "Property" means the land and buildings and all other improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto, and all articles of personal property intended for common use in connection therewith, except as any of the foregoing may be limited in Exhibit A attached hereto.
- (aa) "Registry" means the Rockingham County Registry of Deeds.
- (bb) "Resolution" means any resolution adopted by the Board of Directors relative to the use of the Condominium provided they are not in conflict with the Condominium Act, the Declaration, the Bylaws or the Rules.
- (cc) "Rules" means those rules and regulations adopted from time to time by the Board of Directors of the Association, relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.
- (dd) "Site Plans and Floor Plans" or "Plan" means the plat of the entire property described in this Declaration, and all floor plans relative thereto, recorded previously, simultaneously herewith or recorded subsequently.



(ee) "Town" means the Town of Exeter, New Hampshire or any of its political subdivisions, commissions, boards or the like as the context may require.

(ff) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof. Notwithstanding the foregoing, a unit must have a certificate of occupancy issued by the Town of Exeter to be defined as a "Unit".

(gg) "Unit Owners' Association", or "The Townhomes on Main Condominium Unit Owners' Association" or "Association" means all the Owners acting as a group in accordance with this Declaration and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act.

(a) Name. This condominium shall be known as "The Townhomes on Main Condominium".

(b) Location. This condominium is located at 69 Main Street, Exeter, County of Rockingham, State of New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A.

(d) Description of Units.

(i) Description of Buildings. The Condominium consists of one (1) residential buildings containing one (1) Units. The buildings are or will be constructed on the Land. The location and dimensions of the buildings are as shown on the Plans. The buildings are or will be of wood frame construction with cement foundations. All of the Units will be of townhouse design. In addition, as provided in Section 4 of this Declaration, the Declarant has reserved the option of converting specific portions of the Convertible Land into building sites for additional Units to a maximum total of nine (9) Units in the Condominium. The buildings containing these Units are or will be of wood frame construction with cement foundations.

(ii) Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit C is a list of the Units, their respective identifying numbers or Unit designations, and the undivided percentage interest in the Common Area appurtenant to each.

(iii) Unit Boundaries: The boundaries of each Unit with respect to floors, ceilings and the walls, doors and windows thereof are as follows:

a. Horizontal Boundaries



1. Floor: The unfinished interior surface of the lowermost floor.
2. Ceiling: The unfinished interior surface of the uppermost ceiling.

b. Vertical Boundaries

1. Perimeter Walls: the unfinished interior surface thereof.
2. Doors and Door Frames: As to entrance doors, the unfinished exterior surface thereof; and as to door frames the unfinished interior surface thereof.
3. Windows and Window Frames: As to windows, the exterior surface of the glass; and as to window frames the unfinished interior surface thereof.

(iv) Description of Units. Each Unit has or will have a minimum of three (3) bedrooms. The location and dimensions of the Units are shown on the Plans. Each Unit shall include the portions of the building within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area described in Paragraph 3(e) herein below which may be located therein. The finished interior surfaces of the perimeter walls, door: frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of the Unit shall be deemed to own such finished interior surfaces, the interior walls and partitions which are contained in such Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors, window frames (to the unfinished interior surface thereof), and doors connecting his Unit with the Limited Common Area reserved for his Unit, if any, and the sinks and other plumbing facilities, appliances that may be located in his serving solely his Unit..

The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, public utility lines, ventilation, or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. (See also paragraph 3(e)(i) hereof). Nor shall such boundaries include any balconies or patios, if any, serving the Units, which balconies or patios shall be Limited Common Area. (See also paragraph 3(e)(ii) hereof).

(e) Description of Common Area and Limited Common Area.

(i) Common Area. Common Area consists of the entire property other than the Units and includes, but not by way of limitation, (a) the Land and the walks,

shrubby and other plantings, interior roads, interior paved driveways and parking spaces not assigned as Limited Common Area, sidewalks, lawns, gardens, shrubby and other plantings, walkways and other land and interests in land included and described in Exhibit A hereto; (b) the water supply, sewerage, electrical and telephone systems serving the Condominium to the extent said systems are located within the Land and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit); (c) the roofs, foundations, columns and supports of the building; the perimeter walls, ceilings and floors bordering each Unit to the unfinished interior surfaces thereof; (d) the pipes, ducts, flues, chutes, conduits, plumbing wires, meters, meter housing and other facilities, not owned by the supplier of the facility, for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit in which they are located; and (e) all other parts of the Condominium including personal property acquired by the Association necessary or convenient to its existence, maintenance and safety, or normally in common use, and including any other easements set forth in Exhibit A. No Unit Owner may modify the common dividing wall between the units without the prior written consent of the Unit Owners' Association.

(ii) Limited Common Area. Each Unit shall have Limited Common Area as shown on the plans and as described further in the Condominium Deed to each Unit. Each Limited Common Area is owned in common by all owners, but is restricted to the use and benefit of the Unit or Units which it serves. The driveway in front of the garage to each Unit may be Limited Common Area to that Unit. Porches, patios, decks, and any area around each Unit designated on the Site Plan, Foundation Plan and/or Floor Plan as may be Limited Common Area to that Unit. Any Limited Common Area not specifically designated with a Unit number on the Plan is Limited Common Area for the exclusive use of the Unit(s) to which it is adjacent or which it serves exclusively.

(iii) Use. The use of the Common Area shall be limited to the owners in residence and to their tenants in residence, and to their guests, except that walkways and pathways shall be open to the public. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to the owner's tenants in residence, and guests. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area shall be governed by the Bylaws and by the Rules as adopted and amended from time to time by the Unit Owners' Association.

(f) Reassignment of Limited Common Area. The Declarant may from time to time in the future assign or re-assign Limited Common Area pursuant to Section 19 of the Condominium Act. Pursuant to RSA 356-B:16, I (f), the Declarant reserves the right to designate additional limited common areas by amendment to this Declaration at any time prior to conveyance of the last Unit.

(g) Allocation of Percentage Interests. All Units will have such Undivided Percentage Interests in the Common Area, as reflected in Exhibit B attached hereto.



(h) Statement of Purpose and Restrictions on Use. The Condominium and each of the Units are primarily intended for residential use and the following provisions, together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:

(i) Residential Use: Limitation. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants and guests of the Owner, except for such limited professional use as the Association, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the Lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration, and any rules and/or regulations adopted by the Board of Directors of the Association.

(ii) Occupancy Limitation. No Unit in any building shall be leased, sold, or occupied until the Owner thereof shall have received an occupancy permit for the Unit in accordance with the Zoning Ordinance and Building Code of the Town of Exeter.

(i) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units, as defined herein, which have not been sold and conveyed. Declarant and its duly authorized agents, representatives, and assigns may make such reasonable use of the Condominiums as may facilitate the sale and conveyance, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property, and the displaying of Signs. In addition, the Declarant and its duly authorized agents, representatives, and employees shall have the right to use any and all unsold and unconverted Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(j) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein or in any deed conveying a Unit from the Declarant to a purchaser thereof shall be altered in any way by encroachments as a result of construction, reconstruction, repair, renovations, restoration or replacement of any structure or improvement, or due to settling or shifting of any land, structure or improvement. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.



(k) Easements for Pipes, Ducts, Cables, Wires, Conduits, Utility Lines, and Other Common Area Located Inside of Units and Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, utility line and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cable, wires, conduits, utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of the Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(l) Owners Subject to Declaration, Bylaws, and Rules and Regulations. All present or future Owners, tenants, and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws, and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration, Bylaws, and Rules to be adopted by the Board of Directors of the Association, and the decisions and resolutions of the Association, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provisions, decision, or resolution shall be grounds for an action by the Association or any Unit Owner to recover sums due, for damages or for injunctive relief. All such actions in law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association or Unit Owner shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in Article XIII of the Bylaws.

(m) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, including, without limitation, Paragraph 4 hereof, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same.

(n) Property Subject to Covenants, Easements, and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, and easements of record, including without limitation those which are set forth or referred to in Exhibit A.

(o) Reservation of Utility Easements and Trail Easements. The Declarant reserves on behalf of itself and the Association and their successors and assigns, perpetual easements over all Units and the Common Area for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including, without limitation, water, sewage disposal, telephone, heating and air conditioning, gas, cable television and electrical systems, and storm water management, all for the benefit of the respective Owners of the Condominium, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. The Declarant further reserves on behalf of itself, the Association, and their successors and assigns, the right to designate the location and to create rules for the use of all trails, walkways and pathways.

(p) Easements to Facilitate Conversion and Expansion. The Declarant reserves a transferable easement over, under and on the Common Area for its employees, other agents and its independent contractors for the purposes of doing all things reasonably necessary and proper. However, to the extent that damage is inflicted on any part of the Condominium by any person utilizing such easement, the person so causing the same shall be liable for the prompt repair thereof and for the restoration of the same to a condition compatible with the remainder of the Condominium. The Declarant further reserves the right in its sole discretion to create permanent easements in any Common Area for purposes of access or egress for other Unit Owners in the Condominium or for the installation and maintenance of roads, utilities, recreation facilities, septic systems and similar matters.

(q) Easement to Facilitate Maintenance and Repairs. The Association shall have an easement, over across and upon each Unit and Limited Common Areas for performing maintenance and repairs described in the Bylaws.

(r) Reservation of Right to Declare Public and Other Easements. Reserved to the Declarant during the construction period or periods provided herein, and thereafter to the Board of Directors is the right to dedicate to public use or convey to the Town, free and clear of any claim of the Unit Owners for compensation or otherwise, portions of the common property in the condominium and also the right to grant utility easements for water, sewer, electricity, telephone and others involved in servicing or benefitting the units or common property in the Condominium. The Declarant also reserves the exclusive right to create additional easements for access, egress or other use benefitting any Unit or Units provided, however, that such easements shall not substantially impair the use and enjoyment of any other Unit in the Condominium. The Condominium shall be subject to all easements of record.

(s) Lateral and Subjacent Support. Each Unit and Common Area shall have and be subject to an easement for lateral and subjacent support from every other Unit and Common Area.



(t) No Subdivision or Partition. No Unit may be divided or subdivided into a smaller Unit; no Unit or portion thereof shall be added to or incorporated into another Unit. The Common Area shall remain undivided, and no Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act.

(u) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Association an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium, or be in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the Common Area without the prior written consent of the Association.

(v) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the Master Casualty Policy shall, pursuant to Section 43, III or the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the attorney-in-fact for each Owner of Unit and for each Mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. Insurance proceeds shall be payable and paid, not to the Board of Directors, but to a banking institution as Trustee for the benefit of the Unit Owners Association, the Unit Owners, or any Mortgagee as their interests may appear. The procedure for making repairs after such damage is specified in the Bylaws.

(w) Garbage. Garbage, trash and refuse may be removed at suitable regular intervals as directed by the Board of Directors of the Association. No dumping or burning of garbage, trash or refuse shall be permitted on condominium property. No garbage, trash or refuse may be stored in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. All containers for garbage, trash and refuse shall be kept under cover from view, except for a reasonable time before removal, except as approved by HOA.

(x) Antennas. No unit owner shall erect, install, or maintain any outside television and/or radio antennas or satellite dish, subject, however, to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite ("DBS") service, multichannel multipoint distribution services ("MUDS" or "wireless cable"), or television broadcast signals. Windmills are not permitted on any part of the condominium property.



(y) Recreational Vehicles. Recreational vehicles including, but not limited to, boats, trailers, campers, motor homes, snowmobiles, all-terrain vehicles, etc., shall not be allowed on any part of the Condominium property. Mopeds shall be allowed on the Condominium property provided they are properly registered with the Division of Motor Vehicles and abide by all rules and regulations as provided for in the Condominium Documents.

(z) Exterior Lighting. No Unit Owner shall install any exterior lighting on any Unit or change the original exterior light fixtures installed by the Declarant.

4. Conversion of Convertible Land and Convertible Space.

(a) Conversion of Convertible Land. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to create additional Units or Common Area, including Limited Common Area, or both, on all or any part of the Convertible Land, which right shall be effected by amendment to this Declaration executed by Declarant alone in the manner provided by Section 23 of the Condominium Act.

- i. A legal description of the Convertible Land within the Condominium is set forth in Exhibit B.
- ii. A maximum of eight (8) Units may be created within the Convertible Land.
- iii. All Units to be created in the Convertible Land shall be restricted to residential use.
- iv. Any structure erected on any portion of the Convertible Land will be compatible with structures on the Land submitted with this Declaration in terms of quality of construction and the principal materials to be used and architectural style.
- v. All other improvements including roads, utility services, recreation areas, landscaping and like improvements which are incidental to the residential use of the Convertible Land may be created on any Convertible Land at the sole discretion of the Declarant. There shall be no limitations on the Declarant's right to add other improvements on any portion of the Convertible Land.
- vi. Any unit created on any portion of the Convertible Land will be substantially identical to the Units on the Land submitted with this Declaration.
- vii. The Declarant shall have the right, exercisable in its sole discretion, to create Limited Common Area on any portion of the Convertible Land and/or to designate Common Area therein which may subsequently be assigned as Limited Common Area.
- viii. There are no limitations as to the location of any improvements that may be made on any portions of the Convertible Land.

- ix. The option to convert must be exercised within five (5) years from the date of the recordation of this Declaration, unless Declarant expands said time limit by an amendment to this Declaration as provided in Section 16(III) of the Condominium Act.
  - x. At the Declarant's sole option, the Declarant may add portions of the Convertible Land to the Condominium at different times without any limitations as to when and what portions are added.
- (b) Conversion of Convertible Space. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to create additional Units or Common Area, including Limited Common Area, or both, on all or any part of any Convertible Space, which right shall be effected by amendment to this Declaration executed by Declarant alone in the manner provided by Section 24 of the Condominium Act.
- i. A maximum of eight (8) Units may be created within the Convertible Space.
  - ii. All Units to be created within the Convertible Space shall be restricted to residential use.
  - iii. Any Units created on any portion of the Convertible Space will be substantially identical to the Units on the Land submitted with this Declaration in terms of quality of construction and the principal materials to be used and architectural style.
  - iv. All other improvements including roads, utility services, recreation areas, landscaping and like improvements which are incidental to the residential use of the Convertible Space may be created on any Convertible Space at the sole discretion of the Declarant. There shall be no limitations on the Declarant's right to add other improvements on any portion of the Convertible Space.
  - v. The Declarant shall have the right, exercisable in its sole discretion, to create additional Units or Common Area, including Limited Common Area, or both, on any portion of the Convertible Space.
  - vi. There are no limitations as to the location of any improvements that may be made on any portions of the Convertible Space.
  - vii. The option to convert must be exercised within five (5) years from the date of the recordation of this Declaration, unless Declarant expands said time limit by an amendment to this Declaration as provided in Section 16(III) of the Condominium Act.
  - viii. At the Declarant's sole option, the Declarant may add portions of the Convertible Space to the Condominium at different times without any limitations as to when and what portions are added.



5. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least sixty-seven (67%) percent of the Owners; provided, however, that (i) any such amendment shall be executed by such sixty-seven (67%) percent of the Owners or by the President and Treasurer of the Association accompanied by a Certificate of Vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34, IV of the Condominium Act; (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease, or other disposition of such Unit(s); (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; (vi) any amendment of material nature as defined in Section 402.02 of FNMA Lending documents dated January 1, 1983, as the same may be amended from time to time, shall have been approved in writing by fifty-one (51%) percent of the mortgagee or mortgagees holding first mortgages on Units; and (vii) any such amendment shall not be contrary to any provisions of the Town of Exeter Zoning Ordinance and Building Code or Subdivision Regulations.

- (a) Declarant reserves the right to itself and its successors in interest to amend the Declaration and Bylaws without the consent of any Unit Owners or first mortgage holders, but only to: (a) correct typographical errors; or (b) to bring the Declaration and Bylaws in compliance with law, or (c) to conform the Declaration and Bylaws to the requirements of FNMA and FHLMC (or any successors thereto) loan guaranty underwriting requirements; or (d) convert Convertible Land or Convertible Space under Paragraph 4.
- (b) Declarant reserves the right to itself and its successors in interest to amend the Declaration and Bylaws without the consent of any Unit Owners or first mortgage holders so long as the Declarant owns one or more Units or unconverted Common Area.

6. FNMA/FHLMC Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or the Federal Housing Administration (FHA) under the laws and regulations applicable thereto.

(a) Any holder, insurer, or guarantor of a first mortgage on a Unit in the Condominium shall, upon written request, be entitled to written notification from the Association of any of the following (holders of first mortgages who have submitted such written requests will be referred to as "Eligible Mortgage Holder"):

(i) A condemnation or loss which affects a material portion of the Property of such Unit on which such first mortgagee holds a first mortgage lien;



(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by a mortgagor of such Unit;

(iii) Any lapse, cancellation, or material Modification of any insurance policy or fidelity bond maintained by the Association;

(iv) Any action for which the Consent of Eligible Mortgage Holders is required pursuant to this Declaration;

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (of assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee:

(i) Unless at least sixty-seven (67%) percent of the Eligible Mortgage Holders (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such Property; or (vi) amend, modify, or otherwise Change any material rights or obligations under this Declaration or the Bylaws. In the case of termination of the Condominium for any reason other than substantial destruction or condemnation, prior written approval of sixty-seven (67%) percent of Eligible Mortgage Holders shall be required.

(c) The Board of Directors of the Association shall assure that its books, records, and financial statements, as well as current copies of the Declaration, Bylaws, and Rules are available for inspection by Unit Owners or holders, insurers, or guarantors of first mortgages on Units during normal business hours or under other reasonable circumstances.

(d) An adequate operating fund and a reserve fund for maintenance, repairs, and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

(e) No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first

mortgagees of the Condominium Units pursuant to their mortgages, in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

(f) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies, and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who gives a first mortgage on his Unit shall notify the Association of the name and address of the first mortgagee of such Unit. All mortgagees with respect to which the Association has received such notice shall be given written notice of any damage or loss where the cost of restoring the Common Area exceeds Ten Thousand (\$10,000.00) Dollars, and the first mortgagee of a Unit shall be given written notice of damage or loss to the Unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand (\$1,000.00) Dollars, the Association is made aware of such damage or loss, and notice of such mortgage has been supplied to the Association.

(g) If FHLMC, or FNMA or FHA holds any interest in one or more mortgages of Units:

(i) The Association shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the Bylaws, in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA, or FHA, including, but not limited to, dishonest acts on the part of the officers of the Association, employees, or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Association and if FHLMC, FNMA, or FHA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA, or FHA (or all) holds such interests.

(ii) Whenever any Unit and/or Common Area is damaged by fire or other hazard, the Association shall give notice to such persons as may be required by FHLMC or FNMA.

(iii) Any holder, insurer, or guarantor, or grantor of a first mortgage on any Unit shall be entitled to have the Association provide a copy of the audited financial statement for the immediate preceding fiscal year of the Association. If no such audited statement exists, the requesting party is entitled to have an audited statement prepared at its own expense, or at its option to receive a copy of any unaudited statement. Upon such request, the Association must provide the financial statement to the requesting party within a reasonable time.

7. Priority of First Mortgagees. No provision of this Declaration, the Bylaws, the Rules or the Resolutions shall be construed to grant to any Unit Owner, or to any other Person, any



priority over any rights of first Mortgagees of the Condominium Units pursuant to their first Mortgages in the case of the distribution to Unit Owners of insurance proceeds amounts to be paid upon liquidation of the Condominium or condemnation awards for losses to, or a taking of, Units, and/or the Common Area or any portions thereof.

8. Contracts, Leases. Notwithstanding any provision in this Declaration, the Bylaws, the Rules or the Regulations, to the contrary, neither Declarant nor the Board of Directors may bind the Unit Owners' Association, prior to passage of control of the Condominium to that Association, to any contracts or leases (including management contracts) unless the Unit Owners' Association is provided a right of termination of any such contract or lease, without cause, exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto. All leases or rental agreements for any Unit shall be in writing, shall be specifically subject to the constituent documents and shall be for a period of not less than thirty (30) days.

9. No Revocation or Partition. The Common Area shall remain undivided, and no Unit Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

10. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof is, at the time of recording this Declaration, void, voidable, or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns, and all persons claiming by, through, or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

11. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

12. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

13. Interpretation. The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a Condominium. Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules

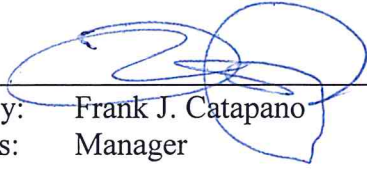


shall not constitute a waiver of the right to enforce said provision. Further, the order of priority between the Declaration, the Bylaws and the Rules, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and the Bylaws preside over conflicting language in the Rules.

End of Text  
Signature Page Follows


Executed as a sealed instrument this 22<sup>nd</sup> day of October, 2020.

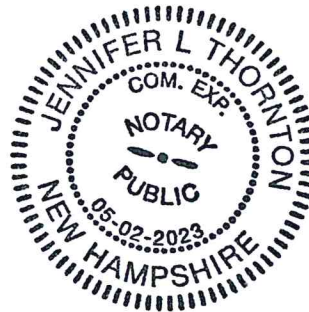
One Home Builders II, LLC

By:  Frank J. Catapano  
Its: Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 22<sup>nd</sup> day of October, 2020, before me, the undersigned notary public, personally appeared Frank J. Catapano, Manager of One Home Builders II, LLC, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

  
Name: Jennifer L. Thornton  
Notary Public/Justice of the Peace  
My Commission Expires: 5-2-23





**EXHIBIT A**  
**SUBMITTED LAND**

A certain tract of land with the buildings thereon situated on the Northerly side of Main Street in Exeter, County of Rockingham, State of New Hampshire, bound and described as follows:

Westerly by land formerly of Philibert Bertrand and now of Ralph and Carolyn Humprey and Stuard Peeke;

Northerly by land of Walter Carlisle;

Easterly by land formerly of Emma W. Ham; and now or formerly of Jack Rossi; and

Southerly by said Main Street, containing one-half (1/2) acre, more or less.

Meaning and intending to describe and convey the same premises conveyed to the Declarant by Warranty Deed of Bradley E. Bissell dated April 23, 2019 and recorded with Rockingham County Registry of Deeds in Book 5996, Page 270.

The above described premises is subject to the following encumbrances:

1. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of all adjacent streets and ways.
2. Easement Deed by William M. Walsh to Exeter & Hampton Electric Company, dated January 31, 1975, recorded with said Deeds at Book 2234, Page 655.
3. Grant of Easement by Bradley E. Bissell to Exeter & Hampton Electric Company and New England Telephone and Telegraph Company, dated September 15, 1994, recorded with said Registry of Deeds at Book 3074, Page 1554.

## **EXHIBIT B**

### **CONVERTIBLE LAND**

Those (3) portions of land with the buildings thereon, if any, situated in Exeter, Rockingham County, State of New Hampshire and being shown as “Convertible Area A”, “Convertible Area B” and “Convertible Area C”, as shown on the Site Plan entitled, “Condominium Site Plan, Prepared for Unit F – The Townhomes on Main Condominium, of Property in the Name of One Home Builders, LLC, P.O. Box 334, Stratham, N.H. 03885, Shown as Tax Map 63 / Lot 255, Located at 69 Main Street, Exeter, County of Rockingham, New Hampshire”, prepared by David W. Vincent, LLS, P.O. Box 1622, Dover, N.H. 03821, dated October 26, 2020 and recorded herewith the Rockingham County Registry of Deeds as Plan #D-\_\_\_\_\_ (the “Plan”).



## EXHIBIT C

### LIST OF UNITS AND PERCENTAGE INTEREST

#### Phase I

<u>Unit Designation</u>	<u>Percentage Interest in the Common Area</u>
F	100%

#### Fully Phase

<u>Unit Designation</u>	<u>Percentage Interest in the Common Area</u>
A	11.11% (approximately)
B	11.11% (approximately)
C	11.11% (approximately)
D	11.11% (approximately)
E	11.11% (approximately)
F	11.11% (approximately)
G	11.11% (approximately)
H	11.11% (approximately)
I	11.11% (approximately)

Once fully phased, each of the nine (9) Units shall have an equal undivided interest in the Common Area, approximately 11.11% interest in the Common Area.