

DECLARATION
OF
(NAME TBD) CONDOMINIUM
Woodrush Drive, Dover, County of Strafford,
State of New Hampshire

(ENTITY TBD) with an address of **(ADDRESS)**, County of **(COUNTY)**, State of New Hampshire (hereinafter, with his successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the “Declarant”), hereby declares:

1. Submission of Property. The Declarant hereby submits the land located in Dover, 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. The units hereby submitted as of the date of the recording of this Declaration shall be units 1 through 40 and the common areas and facilities associated with those units.

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

(b) “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.

(c) “Condominium” means (NAME TBD) Condominium, the condominium established by this Declaration.

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

(e) “Land” shall have the meaning set forth hereinabove.

(f) “Majority of the Owners” means the Owners of the Units to which more than fifty (50%) percent 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. Each Unit shall have one vote regardless of the unit’s percentage ownership in the Common Area.

(g) “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.

(h) “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.

(i) “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.

(j) “Registry” means the Strafford County Registry of Deeds.

(k) “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.

(l) “Site Plan and Floor Plans” or “Plan” means the plat of the entire property described in this Declaration, and all floor plans relative thereto, recorded simultaneously herewith or recorded subsequently.

(m) “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.

(n) “Unit Owners’ Association”, or “(NAME TBD) 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 “(NAME TBD) Condominium.”

(b) Location. This condominium is located at Leathers Lane, Dover, County of Strafford, 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. The Land may be subject to easements for the benefit of adjacent developments.

(d) Description of Units.

(i) Buildings. This Condominium consists of a maximum of forty (40) units, each of which will be in a separate building. The plan approved by the City of Dover Planning Board which depicts the entire development is recorded at the Strafford County Registry of Deeds as Plan #_____. The location and dimensions of the buildings are shown on the Site and Floor Plans.

(ii) Units. 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 B is a list of the Units, their respective identifying numbers or Unit designations, and the Undivided Percentage Interests in the Common Area appurtenant to each.

(iii) Unit Boundaries:

Each of the Units is a free-standing building containing a single unit. The boundaries of each Unit shall extend from the bottom of the foundation to the top of the roof covering, and shall extend to the outside surfaces of the walls, doors, windows and other horizontal surfaces of each building.

(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: the Land, the walks, private driveway, emergency turnaround/walking path, mail kiosk, landscaping, shrubbery and other plantings, and other land and interests in land included and described in Exhibit A hereto: the water supply, sewage disposal, drainage features with regular twice a year maintenance, mowing and inspection, electrical, telephone, and other utility systems serving the condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof servicing a single Unit and contained within a Unit); and the pipes, ducts, chutes, conduits, plumbing, wires, meters, meter housings, and other facilities for the furnishing

of utility services or waste removal located within a Unit, which serve parts of the condominium other than the Unit within which they are located, and also those located within the yard areas; any detention pond and other drainage facilities; any other amenities constructed or to be constructed on the Land; and 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 easements serving the Property set forth in Exhibit A hereto.

(ii) Limited Common Area. Certain decks, patios, storage areas, and parking spaces are Limited Common Area, being reserved for the exclusive use of the Unit to which they are adjacent or assigned. Designations of the aforementioned Limited Common Area or of any other Limited Common Area shall be shown on the Plans. Each Limited Common Area is owned in common by all of the Owners, but is restricted to the use and benefit of the Unit or Units which it services.

(iii) Use. The use of the Common Area shall be limited to the owners in residence and to their guests. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, and to his 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 Board of Directors of the Association.

(f) Reassignment of Limited Common Area. Limited Common Area may be reassigned 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 any Unit.

(g) Allocation of Percentage Interests. All Units will have such an equal Undivided Percentage Interests in the Common Area.

(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 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.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have not been sold and conveyed. Declarant and its duly authorized agents, representatives, and assigns may make such reasonable use of the Condominium 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, 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 un-conveyed 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 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.

(iii) Easement for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. 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.

(iv) Occupancy Limitation. No Unit in any building shall be 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 City of Dover.

(v) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, 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, cables, wires, conduits, public utility lines, and other common Area serving such other Units and located in such Unit. The duly authorized representative of the Association 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 building.

(vi) Owners Subject to Declaration, Bylaws, and Rules and Regulations. All present or future Owners 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 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 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 XII of the Bylaws.

(vii) 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.

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

(ix) Reservation of Utility 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, 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.

(x) 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.

(xi) 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.

(xii) Determination of Action Following Casualty Damage. In the event of damage to any portion of the common elements of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III of 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 of the Association are hereby irrevocably appointed the agent for each Owner of a 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; and proceeds of insurance shall be payable to (NAME TBD) Condominium Unit Owners' Association, the Unit Owners, or any mortgagees as their interests may appear. The procedure for reconstruction and repair is set forth in Article VI of the Bylaws.

(xii) Garbage. Garbage, trash and refuse may be removed at suitable regular intervals at each unit's curbside, 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. The use of dumpsters is prohibited for regular garbage, trash and refuse pickups (excluding project based removal such as construction debris). All containers for garbage, trash and refuse shall be kept under cover from view or screened from view, except for a reasonable time before removal.

(xiv) Antennas. Unit owner shall be permitted to erect, install, and maintain up to one outside television and/or radio antennas or satellite dish. Windmills are not permitted on any part of the condominium property.

(xv) Recreational Vehicles. Recreational vehicles including, but not limited to, boats, trailers, campers, motor homes, snowmobiles, all-terrain vehicles, etc. shall not be stored on any part of the Condominium property.

(xvi) Stormwater Management: The Unit Owners Association shall be responsible for the operation of the approved storm water management plan requirements for maintenance and reporting. The Association is responsible for the maintenance of the drainage infrastructure and utilities, to maintain access to the Common Spaces, and to implement the operation and maintenance

requirements for the stormwater infrastructure as set forth in the Stormwater Maintenance Program as approved by the Dover Planning Board.

(xvii) Road: The Declarant and its successors, heirs and assigns understand that the roads within the condominium are private roads, and are intended to remain private. In order to be petitioned for acceptance as a public way, which acceptance is in the sole discretion of the Dover City Council, the following three conditions shall be met: An affirmative vote of a two-thirds majority of the Association, removal of any encumbrances upon the right of way (e.g. no private utilities within it without a license granted by the City), and an amended Site Plan approved by the Dover Planning Board showing the road as public.

(xviii) Units 4, 12, 15, 16, 34, 35, and 40 are units created through the transfer of development rights and shall not be constructed or reconstructed with more than 1,400 square feet Gross Floor Area excluding spaces which are not heated and/or cooled. Residences shall remain single-family. Pursuant to City of Dover Zoning Ordinance Section 170-27.2.G(iii) as amended, the units created through the transfer of development rights must be limited to the square footage originally constructed.

(i) RSA 356-B:41 - Upkeep of Condominium - Warranty Against Structural Defects.

(1) Except to the extent otherwise provided by the condominium instruments, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong (a) to the unit owners' Association in the case of the common areas, and (b) to the individual unit owner in the case of any unit or any part thereof. Each unit owner shall afford to the unit owners' association and to any of its agents or employees such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. But to the extent that damage is inflicted upon the common areas or any unit through which access is taken, the unit owner causing the same, or the unit owners' association if it has caused the same, shall be liable for the prompt repair thereof.

(2) Notwithstanding any provision to the contrary, the declarant shall warrant or guarantee, against structural defects, each of the units for one (1) year from the date each is conveyed, and all of the common areas for one (1) year from the date of completion of the common area. The one year referred to in the preceding sentence shall begin as to each of the common areas whenever the same has been completed or if later, (a) as to any common area within any additional land or portion thereof, at the time the first unit therein is conveyed. For the purposes of this paragraph, no unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components constituting any unit or common area which reduce the stability or safety of the part of the structure below accepted

standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. Nothing in this paragraph shall be construed to make the declarant responsible for any items of maintenance relating to the units or common areas.

4. 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 without the approval of the Declarant; (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, shall have been approved in writing by fifty-one (51%) percent of the mortgagee or mortgagees holding first mortgages on Units; (vii) any such amendment shall not be contrary to any provisions of the City of Dover Zoning Ordinance and Building Code or Subdivision Regulations; and (viii) no amendment relating to the storm water management requirements shall be made without written consent of the Dover Planning Board.

5. 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 Holders"):

(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.

(c) Unless at least fifty-one (51%) 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, seek to abandon or terminate the Condominium project; (ii) change the Percentage Interests or obligations of any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 immediately 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.

6. 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.

7. 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.

8. 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.

9. 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.

EXECUTED by Declarant on this _____ day of _____, 2021.

By: _____
(ENTITY SIGNER TBD), Declarant

STATE OF NEW HAMPSHIRE

County of Strafford

On this the _____ day of _____, 2021, personally appeared (ENTITY TBD), the Declarant, before me, and acknowledged that he executed the above as his free act and deed.

Notary Public/Justice of the Peace

EXHIBIT A

[Include Description]

EXHIBIT B

Each Unit in the condominium shall have an equal percentage ownership in the Common
Area of the Condominium