

**DECLARATION OF CONDOMINIUM
FOR
THE CARRIAGE HOUSE CONDOMINIUM**

This Declaration of Condominium (the "Declaration") is made this ____ day of _____, 2024 by **87 South Main Street, LLC** with an address of 87 South Main Street, Concord, NH (the "Declarant") for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (hereinafter sometimes called the "Act").

BACKGROUND

This Declaration is based on the following understandings and intentions of the Declarant:

A. The Declarant owns a certain tract of land with the buildings thereon, located at 85-87 South Main Street, Concord, New Hampshire, said land having been granted to the Declarant by deed recorded in the Merrimack County Registry of Deeds at Book 2685, Page 1400 and Book 3369, Page 1633, as to which the Declarant intends to create a condominium known as The Carriage House Condominium (hereinafter called the "Condominium"); and

B. The Declarant intends to sell and convey an undivided interest in the Condominium, granting to each grantee the exclusive right to occupy a condominium unit, together with the use of common areas and rights herein defined, but subject to certain restrictions, covenants, conditions, equitable servitudes, and charges which the Declarant desires to impose thereon.

TERMS OF DECLARATION

The Declarant hereby declares that all of the premises described in **Exhibit A** attached hereto, including all of the improvements located thereon, and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units. Said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of the Condominium as a whole and to mutually benefit each of the condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said condominium units, including the Declarant, and its grantees, heirs, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including the Declarant, and its grantees, heirs, successors, and assigns.

ARTICLE 1. DEFINITIONS

- 1-100 Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto and are made a part hereof, are defined and shall have the meaning as follows, unless the context clearly indicates a different meaning therefor:
- 1-101 “Act” means the New Hampshire Condominium Act (RSA Chapter 356-B), as amended from time to time.
- 1-102 “Assessment” means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Unit Owner.
- 1-103 “Association” means the Unit Owners acting as a group in accordance with the Act, the Declaration and the By-Laws, and known as the The Carriage House Condominium Owners Association.
- 1-104 “Board” or “Board of Directors” means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or By-Laws of the Association as the governing body of said Association.
- 1-105 “Buildings” mean the two buildings on the land described at Exhibit A, as more particularly described in Article 2-200 of this Declaration.
- 1-106 “By-Laws” means the instrument attached hereto and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.

- 1-107 “Common Area” means all that portion of the Condominium other than the units, and is more particularly described in Article 2-500 hereof. Common Area includes any Limited Common Area.
- 1-108 “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, including those made to maintain or repair the Common Areas, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments.
- 1-109 “Common Profits” means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual units as provided for in this Declaration.
- 1-110 “Condominium Instruments” means this Declaration (and the Exhibits annexed hereto), together with the Floor Plans and Site Plan (each as defined below). Said Exhibits to this Declaration are as follows:
- Exhibit A - A legal description of the real property subjected to this Declaration (the “Submitted Land”)
- Exhibit C - By-Laws of the The Carriage House Condominium Owners Association.
- 1-111 “Condominium Unit” or “Unit” means a unit together with an interest in the Common Area appertaining to that unit.
- 1-112 “The Carriage House Condominium” or “Condominium” means the premises described in Exhibit A, including land, all buildings, and other improvements, and structures now or hereafter erected thereon, all easements, rights, and appurtenances belonging thereto, all easements, rights and restrictions and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the Declaration of Condominium and the provisions of the Act.
- 1-113 “Declarant” means 87 South Main Street, LLC with an address of 87 South Main Street, Concord, NH.
- 1-114 “Declaration” means this instrument.
- 1-115 “Eligible Mortgage Holder” means the holder of a first mortgage on a unit who has requested notice of or must be provided notice of certain matters from the Association in accordance with the By-Laws.

- 1-116 “Floor Plans” means the floor plans entitled “Condominium Plat of The Carriage House Condominium,” Sheet 2 of 2 prepared by Richard D. Bartlett & Associates, LLC dated August 13, 2024, and recorded in the Merrimack County Registry of Deeds as Plan # _____.
- 1-117 “Institutional Lender” means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities, or any other lender appointed by the Declarant.
- 1-118 “Limited Common Area” means a portion of the Common Area reserved for the exclusive use of a specific unit, as more fully defined in Article 2-400.
- 1-119 “Plans” means the Floor Plans (as defined above) and the Site Plan (as defined below).
- 1-120 “Site Plan” means the site plan entitled “Condominium Plat of The Carriage House Condominium,” Sheet 1 of 2 prepared by Richard D. Bartlett & Associates, LLC dated August 13, 2024, and recorded in the Merrimack County Registry of Deeds as Plan # _____.
- 1-121 “Submitted Land” means the land submitted to the Act by this Declaration, as described in **Exhibit A**.
- 1-122 “Unit Owner” or “Owner” means one or more persons who own a condominium unit, including the Declarant with respect to any condominium unit not yet conveyed.

ARTICLE 2. DESCRIPTIONS, VALUE,
STATEMENT OF PURPOSES, SERVICE OF PROCESS

- 2-100 Description of Land. A legal description of the Submitted Land on which the buildings and other improvements in the Condominium are located or are to be located is contained in Exhibit A attached hereto and made a part hereof.
- 2-200 Description of Buildings. The Condominium includes two buildings, one (1) commercial building known as 85 South Main Street and one (1) residential building known as 87 Main Street. The commercial unit is known as Unit 1 and the residential unit is known as Unit 2, as shown on the Plans.

2-300 Description of Units. There are two buildings, one (1) commercial building known as 85 South Main Street and one (1) residential building known as 87 South Main Street in the Condominium. Each building, in its entirety, but with the exception of any Limited Common Area designated to a particular unit (specifically, the two garage bays designated as Limited Common Area of Unit 1) is considered a separate unit and both units are depicted on the Floor Plans, and include the exclusive right to use those respective Limited Common Areas depicted on the Plans designed as appurtenant to each unit, subject to the terms of this Declaration and the Condominium Instruments.

The two (2) units are designated as follows:

Unit 1 (commercial) 85 South Main Street

Unit 2 (residential) 87 South Main Street

2-301 The Owner of a Unit shall be deemed not to own any public utility lines nor any pipes, wires, cables, conduits, meters, pumps, valves, switches, or other electrical or mechanical structures, connections, or equipment, located within or running through a Unit that are utilized for or serve more than one Unit or serve any portion of the Common Area, which items, to the extent they are not owned by a third party or public utility, are part of the Common Area.

2-400 Limited Common Area - General. The Condominium includes those Limited Common Areas shown on the Plans, subject to the provisions of this Declaration, as well as those improvements described and defined in this Declaration.

2-401 Utility Systems. It is understood that each of the Units is served by separate utility systems as follows:

Each building is served by a City sewer line and water line. The sewer line and water line are considered Common Area from their point of entrance/exit from one building in the Condominium until they enter the other building. Except for water service, all other utilities are separately metered and shall be paid by the Unit Owners. The water service is not separately metered and shall be considered a Common Expense to be paid by the Association.

2-402 Limited Common Areas and Common Areas. Such utility systems are classified as follows:

(i) to the extent (but only to the extent) that any portion of the utility systems is designated as Common Area in Section 2-401 or Section 2-502 of this Declaration (i.e., the common water supply line into or out of a building, the common electrical, cable and waste/sewer line), such portion is Common Area (and therefore to be maintained by the Association as an item of common expense, as provided in greater detail elsewhere in this Declaration),

(ii) those portions of the utility systems exclusively serving a Unit which are within the boundaries of such Unit are included in the definition of the Unit, and those portions of the utility systems (including but not limited to electrical wiring/panels/subpanels, water supply/lines, oil supply/lines, gas supply/lines, cable/phone lines, waste/sewer lines) which are not within a Unit but exclusively serve a Unit shall be Limited Common Area appurtenant to such Unit.

2-403 Easements. To the extent that the portions of any utility system are thus designated as Limited Common Area, the Unit Owner of the Unit served by such systems (or components) is solely responsible for the maintenance, repair and replacement of such systems (or components). It is the intent of this Section that, except for those limited portions of the utility systems common to both Units, each Unit Owner shall be responsible for the repair and maintenance of the utility systems serving such Unit. To the extent that a utility service line or any appurtenances to that line, is located within a Unit that serves more than a single Unit, the Unit shall be subject to an easement for the benefit of the Association and each respective Owner of the Unit served by such system(s), for the maintenance, repair and replacement of such line or appurtenances as a common expense.

2-404 Parking Areas and Access Ways. All parking areas and access ways are considered Common Area as shown on the Plans and shall be maintained by the Association.

2-405 Raised Deck and Yard Area. The Raised Deck and Yard Area are considered Limited Common Area of Unit 2 as shown on the Plans. The Owner of Unit 2 shall be responsible for all costs of maintaining the raised deck and yard area.

2-406 Garage Bays. There are two garage bays considered Limited Common Area of Unit 1 and one garage bay considered Limited Common Area of Unit 2 as are shown on the Plans. There shall be

no parking permitted in front of any garage bay. Each Unit Owner shall be responsible for all costs related to maintaining his/her respective garage bay(s), including insurance.

- 2-500 Description of Common Area. The Common Area includes, but not by way of limitation:
- 2-501 The land on which the buildings containing the units is located and the walks, stairways, grass, shrubbery, and other plantings, and other land (unless otherwise noted herein or on the Plans) and interests in land included in the description in Exhibit A.
- 2-502 The utility systems from the first point that such systems enter the property of the Condominium until such lines enter or exit each building and split into separate services serving only one Unit.
- 2-503 The yards, landscape beds, outdoor lights and lamp posts, any common storage area; and any stairs, walks, and entryways which are not within or appurtenant to a Unit.
- 2-504 The parking areas. No parking shall be permitted in front of any garage bay.
- 2-505 All other parts of the Condominium including any mail receptacle, and all personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in use, unless otherwise set forth herein.
- 2-506 It is understood that, in accordance with the Act, the Common Areas includes areas/items which are designated in the Plans or this Declaration as Limited Common Area. As set forth in more detail elsewhere in this Declaration, to the extent that the Common Areas include Limited Common Area, unless otherwise provided for in this Declaration, the responsibility for maintaining and repairing such Limited Common Area (as well as all Common Area) is intended to be a responsibility of the Association, and such expense a common expense. It is understood that in a number of instances, this Declaration designates the responsibility for certain items of Limited Common Area to the owners of the Unit to which such certain Limited Common Areas are appurtenant, such as the maintenance and repair of those portions of the utility systems solely serving a Unit.
- 2-600 Unit Values; Undivided Interest in Common Area; Voting. Each condominium unit in the Condominium shall have an undivided 1/2

interest in the Common Area, furnishings and facilities, as listed on Exhibit B attached hereto. There shall appertain to each condominium unit in the Condominium for voting purposes in connection with meetings of the Association, one (1) vote per Unit. Where a particular condominium unit is owned by more than one person, the owners thereof may not divide the vote appertaining to that unit. The voting rights of condominium Unit Owners shall be as set forth in the By-laws.

2-700 Statement of the Purposes of Condominium Use and Restrictions As To Use. Unit 1 is intended for commercial use and Unit 2 is intended for residential use. The following provisions, together with the provisions of the By-Laws, are in furtherance of these purposes:

2-701 Unit 1 shall be occupied and used for commercial uses permitted by the Zoning Ordinance of the City of Concord. Unit 2 shall be occupied and used primarily for private, residential purposes by the owner and his family, or by lessees or guests of the owner. The residential unit shall not be occupied by more persons than it is reasonably designed to accommodate. This restriction shall not be construed to prohibit owners from leasing or renting their Units so long as the lessees thereof occupy and use them in accordance with the provisions of this Declaration. Nothing herein shall be construed to prohibit the leasing or rental of any Unit owned by the Declarant.

2-702 The Common Area shall not be used in a manner which is inconsistent with the character of the Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same; and nothing shall be stored in the Common Area without the prior written consent of the Board.

2-703 Each Unit shall have an easement in common with all other Units for ingress and egress through, and the use and enjoyment of, all Common Areas, so long as such use is in accordance with this Declaration and By-Laws. This easement shall be perpetual and appurtenant to each Unit.

2-704 No noxious or offensive use, or excessive noise, shall be made of or in any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or

which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

2-705 No animals (other than customary domestic pets), livestock, or poultry shall be kept anywhere within the Condominium. All dogs shall be registered with the Condominium Association and shall be leashed at all times when in Common Areas. The owners of the same shall remove any waste left by any dog in the Common Areas. Failure to remove waste left by any dog in the Common Area shall result in the following: a warning for the first offense, a fine of \$100.00 for the second offense and a fine of \$200.00 for the third offense and any offense thereafter. The Condominium Association shall treat any unpaid fine under this Section as it would any other Common Expense owed or assessed herein.

2-706 No trailers, campers, recreational vehicles (RVs) or unregistered motor vehicles are allowed anywhere within the Condominium.

2-707 No satellite dishes are allowed anywhere within the Condominium.

2-708 The Declarant shall be deemed to be the owner of any Units not sold by the Declarant, unless and until the Declarant sells, transfers or conveys a Unit to a party other than an entity owned in whole or in part by the Declarant or any of its members.

2-709 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 to the extent that any Unit or Common Area encroaches on any other Unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by the settling or shifting of any land or improvement. Valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an Owner if said encroachment occurred due to the willful and intentional misconduct of said Owner or their agents or employees.

2-800 Person to Receive Service of Process. Any member of the Board of Directors who is in residence at the Condominium shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be 87

South Main Street, Concord, New Hampshire, until such time as the Board may designate a different address. Service of any lawful process in any proceeding arising under the Act against the Declarant or its agents shall be made upon John E Laboe, Esquire, as registered agent of the Declarant, at 6 Loudon Road S307, Concord, NH 03301.

ARTICLE 3. INSURANCE

- 3-100 Insurance to be Obtained. The Board of Directors shall obtain and maintain, or shall cause to be covered under policies obtained by the Association, insurance covering the Condominium and all insurable improvements therein, with the exception of the Units, of the types and the amounts hereafter set forth, for the benefit of the Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against the Owners as a Common Expense. The named insured shall be the Association, individually, and as agent for the Owners and their Institutional Lenders. It is expressly understood that since each building, in its entirety, is considered a Unit, each owner is responsible for obtaining his/her own insurance and for the costs of said insurance policies.
- 3-101 General insurance covering the replacement value of any personal property owned by the Association or otherwise located within the Common Areas.
- 3-102 Public Liability Insurance shall be maintained in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Association, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium and all Owners and other persons entitled to occupy a Unit or other portion of the Condominium and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within an Owner's Unit or within the Limited Common Area over which the Owner has exclusive use.
- 3-103 Fidelity insurance coverage for any officer, agent or employee of the Association who either handles or is responsible for funds that the Association holds or administers, with coverage equal to the maximum funds that will be so entrusted, in any event not less than

one year of assessments on all Units. A managing agent that handles funds for the Association must provide its own fidelity insurance policy with the coverage described herein.

3-104 Such other insurance as the Board may determine or as may be required by law.

3-200 General Insurance Provisions. The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for above, and shall periodically review with the insurer or insurance agent, the coverage under said policies, and make any necessary changes in such policies.

3-201 The Board shall see that all policies of physical damage insurance provided for above, shall contain waivers of subrogation by the insurer as to claims against the Declarant, the Association, its employees, members of the Board, owners, and members of the family of any Owner who reside with said Owner, except in cases of arson or fraud. All policies:

- (a) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the Owners over which the Association has no control;
- (b) Shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium;
- (c) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees;
- (d) Shall exclude policies obtained by Owners from consideration under any “no other insurance” clause;
- (e) Shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee’s insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums;

- (f) Shall contain a “loss payable” clause showing the Association as trustee for each Owner and the holder of each Unit’s mortgage; and
- (g) Shall contain the standard mortgage clause naming the mortgagees of the Units.

3-300 Individual Policies. Any Owner and any mortgagee shall obtain at his or its own expense insurance (including a Unit Owner’s endorsement) for the building comprising its Unit and all improvements and betterments to a Unit made or acquired at the expense of the Owner. The Owner of Unit 1 shall also be responsible for maintaining insurance on the two garage bays deemed as its Limited Common Area. Such insurance should contain the same waiver of subrogation provision as that set forth above. It is recommended that each Owner obtain, in addition to the any other insurance described herein, a Tenant’s “Homeowners Policy,” or “Commercial Policy” or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

3-301 Each owner shall obtain Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring his/her Unit in the Condominium, including without limitation, all such portions of the exterior and interior of such building as are, for insurance purposes, normally deemed to constitute part of that building and customarily covered by insurance, such as the structure itself, heating and other service machinery, interior and exterior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, and the common furnishings, such insurance being in an amount at least equal to the full replacement value of the building.

3-302 Each Owner may obtain additional insurance for that Owner’s benefit and at that Owner’s expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Article 3-100 above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal, property owned or supplied by Owners), shall be filed with the Association.

3-302 Each Owner should obtain insurance for that Owner’s benefit and

at that Owner's expense, insuring all personal property not commonly held presently or hereafter located in the Owner's Unit or Limited Common Area. The insurance purchased by the Board of Directors will not insure any Owner's personal property.

3-303 Each Owner should obtain liability insurance with respect to the owner's ownership and/or use of the Unit.

3-400 Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of the Condominium as a result of fire or other casualty: the proceeds of the master casualty policy shall be used to repair, replace or restore any Common Area damaged, and the proceeds of an individual Unit Owner's insurance policy shall be used to repair, replace or restore any structure damaged, unless the Owners vote to terminate the Condominium, as set forth below. The Board of Directors is hereby irrevocably appointed the agent for each Owner, for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims resulting from such damage related to the Common Area and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid to the Board (or to a national or State of New Hampshire chartered banking institutions, if required by mortgage holders), as trustee for the benefit of the Unit Owners' Association, the Unit Owners or any mortgagees as their interests may appear. Any insurance paid to a Unit Owner as a result of damages to his/her respective Unit shall be paid directly to said Owner.

ARTICLE 4. NATURE OF CONDOMINIUM OWNERSHIP AND POSSESSION.

4-100 Subject to the provisions of this Declaration, each Owner shall have the exclusive right to occupy the Unit during the Owner's ownership and to use and enjoy the Limited Common Area appurtenant to said Unit.

4-200 Each Owner shall be a member of the Association, and be subject to all rights and duties appertaining to Owners under this Declaration and the By-Laws.

4-300 Each Owner shall be deemed to have a proportionate interest in the Common Area, as described on Exhibit B herein. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains. Subject to the provisions of this Declaration, an Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as the Owner does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any

Condominium Residency Regulations, if any, adopted pursuant to said provisions.

- 4-400 Subject to the provisions of this Declaration, an Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to that Owner's Unit. The Limited Common Area shall not be altered without the consent of all the Unit Owners expressed in an amendment to the Declaration duly recorded, and without such unanimous consent, shall not be separated from the Unit to which it is appurtenant.

ARTICLE 5. MAINTENANCE AND REPAIRS.

- 5-100 Owner's Obligation to Repair and Maintain. Each Owner shall, at that Owner's expense, be responsible for the entire upkeep of his/her Unit, including, but not limited to (a) the interior and exterior of the building; (b) its equipment and appurtenances in good order, condition and repair, and (c) to the extent that the responsibility for the maintenance of any Limited Common Area has been assigned to a particular Owner (e.g., maintenance/repair of utility systems to the extent they constitute Limited Common Area or, in the absence of an agreement by the Owners to the contrary), such Owner shall keep such Limited Common Area in good order, condition and repair. In addition to keeping the interior and exterior of the Unit in good repair, each Owner shall be responsible for the maintenance, cleaning, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater and heating equipment, furnace, appliances, lighting fixtures and doors exclusively serving the Unit, window and door glass, and other property, which are not Common Area and which are located in a Unit or in Limited Common Area appurtenant to such Unit, or which otherwise exclusively serve that Owner's Unit. An Owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within a Unit. An Owner shall, at that Owner's expense, keep the Limited Common Area appurtenant to the Owner's Unit in a neat and orderly condition, and shall make all repairs of damage caused or permitted by that Owner, reasonable wear and tear excepted. In the event an Owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to the Owner by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of an aggregate cost in excess of \$1000 in the Unit or the Limited Common Area appurtenant to the Unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Worker's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws,

ordinances, rules and regulations.

5-200 Association's Obligation to Maintain. Except as otherwise provided, the Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse, abuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case the expense shall be charged to such Owner) of all of the Common Area and Limited Common Area, unless specifically stated as being the obligation of a Unit Owner, whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense. Maintenance of Limited Common Area shall not include the keeping of said area in a neat and orderly condition as provided in Section 5-100, nor to maintain it on a day-to-day basis, which is the obligation of each Owner. The Association's obligations with respect to repair or replacement are covered in other sections of this Declaration or within the By-Laws.

ARTICLE 6. CHANGES BY OWNER.

6-100 Prohibition. No Owner shall, without first obtaining the prior written approval of the Association, and without first agreeing to pay for all costs of engineering analysis associated therewith:

- (a) Make or permit to be made any structural alteration, improvement, or addition in or to a Unit or in or to any other part of the Condominium.
- (b) Tamper with any wall or partition, whether bearing or non-bearing, or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Condominium.
- (c) Impair any easement or right or personal property which is a part of the Condominium.
- (d) Paint or decorate any portion of the exterior of any building or any other structure in the Condominium or any Limited Common Area or Common Area therein.

6-200 Alterations Within Units. Subject to the notification requirement of Article 3-303, an Owner may make alterations, additions and improvements within a Unit which do not violate Article 6-100 hereof, provided, however, that no such alteration, addition or improvement may

affect the structural elements or integrity of any structure without the prior written consent by the Board.

ARTICLE 7. ENTRY FOR REPAIRS.

7-100 By the Association. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, (i) to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible; (ii) to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of an Owner, in which case the negligent Owner shall bear the expense of such repairs.

7-200 Unit Owners. Each Owner shall have, in common with the other Owners, the irrevocable right, to be reasonably exercised by such Owner or the Owner's agents and subject to such reasonable limitations or controls thereon as may be approved by the Association to enter any Unit or Limited Common Area for the purpose of maintaining or making repairs to utility systems which are located in the Common Area that are accessible only through, or are more conveniently or practically accessible through, such Unit. Such entry shall be made with as little inconvenience to the affected Owner as practicable, and any damage caused thereby or expenses in connection therewith shall, be repaired or satisfied by the Owner exercising such right.

ARTICLE 8. BY-LAWS.

8-100 The By-Laws shall be as set forth in Exhibit C attached hereto. Except as otherwise provided in the Act or the By-Laws, the By-Laws may be amended at any meeting of the Association by the vote of all of the Owners, cast in accordance with the provisions hereof, provided a copy of the proposed amendment has been included in the written notice of the meeting as provided in RSA 356-B:37. Any amendment shall be effective upon recording in the Registry of Deeds.

ARTICLE 9. MANAGEMENT, FEES AND ASSESSMENTS.

9-100 Management. Management of the Condominium, including maintenance and repair of the Common Areas, and administration of the affairs of the

Owners with respect to the use of the Condominium, occupancy of the units, and payment of the expenses and costs enumerated in this Declaration shall be under the direction and control of the Association. The Association is expressly authorized to do any or all of the following: (a) To pay any assessments, costs, or charges affecting the Condominium; (b) To adopt, from time to time, and enforce reasonable rules relating to the possession, use and enjoyment of Units by the Owners; (c) To obtain and pay the costs of legal and accounting services necessary or proper in the maintenance and operation of the Condominium and the enforcement of the Declaration; (d) To obtain and pay the costs of all insurance policies provided for in Article 3 of this Declaration; (e) To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the Condominium, and preserve and protect the Condominium in the event of any emergency; (f) To collect, either in advance of disbursement or following disbursement if the Association advances sums in payment of any of the foregoing, each Owner's share of the aforesaid costs and any other amounts properly expended by the Association; to estimate any such expenditure in advance, and to bill the Owners accordingly; and to take proper steps to enforce any Owner's obligations hereunder.

9-200 Condominium Fees; Association Reserves. It is understood that the Association shall assess each of the Unit Owners on a monthly basis in an amount necessary to, among other things, cover the Common Expenses of the Condominium, including amounts to pay insurance premiums as they come due, pay for the cost of landscaping, pay for repair and maintenance required to be undertaken by the Association, and to establish reasonable reserves for the future capital expenses. It shall be the discretion of the Board, exercised in accordance with the Bylaws to determine the appropriate monthly condominium fee to be assessed to each of the Unit Owners. In the event that any Common Expense or portion thereof is the result of the neglect, misuse, abuse or negligence of any Owner, such excessive Common Expense or excessive portion thereof, shall be the responsibility of the Owner responsible for such excessive charges.

9-300 Individual Unit Expenses. Each Owner shall pay: (a) Any taxes and assessments billed by the taxing or assessing authority to that Owner's Unit or otherwise attributed or attributable to said Unit. (b) The cost of electrical, telephone, cable television, and other utility systems used in such Unit. (c) The cost to repair any damage to the Common Area caused by the Owner, the Owner's guests and/or tenants, and the cost to satisfy any expense to any of the other Owners due to any intentional or negligent act or omission of such Owner, the Owner's family, guests, invitees, tenants or lessees, or resulting from a breach of any provisions of this

Declaration. (d) A proportionate share, based upon the respective percentage interests in the Condominium which are described on Exhibit B attached hereto, with all other Units, of the following costs and expenses (including such thereof as may be included in any assessment by the Association or charged in relation to the Common Area): (1) Insurance premiums; (2) Common Area services including plowing, shoveling, mowing, grounds and driveway and walkway maintenance and repair; and (3) Amounts necessary to establish proper reserves for the foregoing items; and (4) Other costs and expenses elsewhere herein provided to be paid.

9-400 Method of Payment. Subject to the provisions of Article 6 of the By-Laws, assessments and payment of Common Expenses shall be made in the following manner. All payments by Owners shall be made through the Association. The Association may, in its discretion, advance sums required to pay the obligations of an Owner or incur obligations within the Association's authority, notwithstanding the failure of an Owner to provide funds therefor. The Association shall, in accordance with the By-Laws, estimate such amounts as are to be paid by each Owner in advance and provide procedures for the payment thereof in monthly installments, and the Association may require additional or supplemental payments or amounts properly payable by the Owners in addition to any such estimated payments. Each Owner shall pay to the Association, within ten (10) days after receipt of a statement therefor, the amount of any costs payable by the Owner hereunder, including estimated costs and amounts required to establish and maintain reserves authorized hereunder.

9-401 Initial Assessment. Upon the transfer or sale of any Unit, the purchaser of the Unit will be assessed a sum equal to two (2) months current assessments as a contribution to capital reserves. This assessment will be collected at the closing of the purchase of the Unit and due within 5 days of recording of the unit deed.

9-500 Lien for Assessments. Each Owner shall pay all Common Expenses assessed against that Owner, all expenses for which the Owner is liable under Article 5, Article 7 and Article 9 hereof, and all other assessments made against that Owner by the Board in accordance with the terms of the Declaration and By-Laws, and all expenses so incurred and sums so assessed but unpaid including interest, costs and reasonable attorneys' fees, shall be secured by a lien on an Owner's Unit as provided in RSA 356-B:46. This lien shall be subordinate to sums unpaid on any first mortgage securing an institution and lender which encumbers that Unit. Each assessment against a Unit shall be the personal obligation of the Owner at the time the assessment became due. No Owner shall convey, mortgage, sell or lease a Unit unless and until the Owner shall have paid in

full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against said Unit which are due and unpaid. Any Owner or purchaser of a Unit, having executed a contract for the disposition of said Unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that Unit. The Statement shall be binding on the Association, the Board of Directors, and every Owner. Except as hereinafter provided, the lien provided for by this Article and RSA 356-B:46 shall not be affected by any sale or transfer of the Unit. A purchaser of a Unit shall be liable for the payment of any such expenses or assessments against said Unit incurred prior to its acquisition which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, without prejudice to the purchaser's right to recourse to the selling Owner for the amounts paid by the purchaser therefor. The lien for assessments is in addition to any and all other remedies by statute, at law or in equity that the Association may seek to ensure collection of Common Expenses.

- 9-600 The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46, I.
- 9-700 Buyers of Units are advised to review the By-Laws of the Condominium, which establish obligations on the part of the Buyer to provide deposits to the working capital fund and repair reserve fund upon acquisition of a Unit.
- 9-800 The Association shall have all other rights and remedies permitted at law, in equity, by statute (including RSA 356-B:46-a), or under the Declaration and By-Laws to collect unpaid Common Expenses.

ARTICLE 10. AMENDMENT OF CONDOMINIUM INSTRUMENTS

- 10-100 Amendment Prior to Conveyance of a Unit. Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by the Declarant.
- 10-200 Amendment After Conveyance of a Unit. Subsequent to the conveyance of a Unit of an Owner other than the Declarant, the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by two thirds of the Unit Owners, except where a higher percentage is required by law.
- 10-201 Subsequent to the conveyance of a Unit to an Owner other than Declarant, the prior written approval of the first mortgagees of all

of the Units shall be required in order to adopt any amendment to any or all of the Condominium Instruments which amendment would have the effect of altering: (1) The voting rights of the Owners in the Association; (2) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens; (3) The requirement of Association reserves for replacement, maintenance and repair of Common Area; (4) The terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Area or the Limited Common Area; (5) The terms of the Condominium Instruments relating to the reallocation of interests in the Common Areas, Limited Common Areas, or rights to the use thereof; (6) The terms of the Condominium Instruments relating to the boundaries of any Unit; (7) The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association; (8) The terms of the Condominium Instruments stating which Units and under what conditions Units may be leased; (9) The terms of the Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer a Unit; (10) Any term of the Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors; (11) The terms of the Condominium Instruments providing for the restoration or repair of the project after a hazard, damage or partial condemnation; or (12) Any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

10-300 Recording Required. No amendment to the Condominium Instruments shall become effective until an instrument setting forth such amendment in full shall be recorded at the Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall (i) be signed by Owners holding the requisite voting power for its adoption, or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such an instrument, when executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 11. TERMINATION OF CONDOMINIUM

11-100 Termination Prior to Conveyance of a Unit. Prior to the conveyance of a

Unit to an Owner other than the Declarant, the Condominium may be terminated at any time by an instrument in writing signed by the Declarant.

- 11-200 Termination After Conveyance of a Unit. The following procedures apply to termination of the Condominium following conveyance of a unit to an Owner other than the Declarant:
- 11-201 Required Vote. Subsequent to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated only by an instrument in writing approved and agreed to by the required number of Owners of Units, as set forth in the Condominium Statute.
- 11-202 Consent of Mortgagees. If the Unit Owners shall vote to terminate the Condominium for reasons other than substantial destruction or condemnation of the Condominium, then such vote shall not become effective unless and until the first mortgagees of all of the Units agree thereto.
- 11-203 Effect of Termination. If the Association shall vote to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in the Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and that Owner's respective heirs, successors and assigns shall have an exclusive right of occupancy of that portion of the Condominium property which formerly constituted that Owner's Unit or Limited Common Area appertaining to said Unit.
- 11-300 Recording Required. No termination of the Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either be signed by (i) Owners holding the requisite voting power for its adoption or (ii) the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 12. EMINENT DOMAIN

12-100 The provisions of Act shall control in the event of the condemnation of all or any part of the Condominium.

ARTICLE 13. WAIVER

13-100 The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 14. LIABILITY OF THE BOARD

14-100 The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all liability, including attorneys' fees, to others incurred or imposed upon or in connection with any proceeding to which such a member may be a party or in which that member may become involved, by reason of being or having been a director or officer of the Association, and any liability arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws.

ARTICLE 15. ENFORCEMENT

15-100 Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and any Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and any Condominium Residency Regulations. In any legal proceeding to enforce compliance with the

foregoing, the prevailing party shall be entitled to costs and reasonable attorneys' fees. All sums payable hereunder to the Association shall bear interest at eighteen percent (18%) per annum from the due date, or if advanced or incurred by the Association and provided herein to be repaid, from ten (10) days after repayment is requested. The aforesaid remedies shall be cumulative and in addition to all other remedies which may be available at law or in equity. No breach of any provision hereof by an Owner or failure of an Owner to comply with any provision hereof shall permit or empower any other Owner to terminate any such provisions or excuse such breach or failure.

ARTICLE 16. PROTECTION OF FIRST MORTGAGEES

- 16-100 Notwithstanding any other provision of this Declaration, the By-Laws or any Residency Regulations, unless all of the Eligible Mortgage Holders holding first mortgages on the Units have given their prior written approval after having received timely written notice of any proposed action, the Association and Board of Directors shall not be entitled to:
- 16-101 By act or omission seek to abandon or terminate the Condominium.
 - 16-102 Change the pro-rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) for determining the pro rata share of each Unit in the Common Area;
 - 16-103 By act or omission seek to abandon, partition, subdivide, encumber, sell, transfer or assign the Common Area (excepting the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, which shall not be subject to this restriction);
 - 16-104 Use hazard insurance proceeds for losses to the Condominium, including units or Common Area, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.
- 16-200 No provisions of this Declaration, the By-Laws or any Residency Regulations shall be construed to grant to any of the Owners, or to any other party, any priority over the rights of Eligible Mortgage Holders of the Units, as they apply to the distribution of insurance proceeds or condemnation awards for losses to, or a taking of Units and/or Common

Area or any portions thereof.

- 16-300 Notwithstanding anything to the contrary in this Declaration, the By-Laws or any Residency Regulations, the following further provisions shall apply for the benefit of and be enforceable by Eligible Mortgage Holders:
- 16-301 In the event that the Owners amend this Declaration to include any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of an Eligible Mortgage Holder to: (a) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage, (b) accept a deed or assignment in lieu of foreclosure in the event of a default by a mortgagor, or (c) sell or lease a Unit acquired by an Eligible Mortgage Holder through procedures described, above.
- 16-302 Any party who takes title to a Unit through a foreclosure sale duly conducted by an Eligible Mortgage Holder shall be exempt from any such right of first refusal adopted by the Owners and incorporated into this Declaration.
- 16-303 Any Eligible Mortgage Holder who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for the unpaid Common Expenses or assessments, or dues which accrued prior to the acquisition of title to the Unit by the Eligible Mortgage Holder.
- 16-304 Any and all Common Expenses, assessments or charges that may be levied in connection with the unpaid expenses or assessments shall be subordinate to the rights of any Eligible Mortgage Holder pursuant to its mortgage on any Unit, to the extent permitted by applicable law.
- 16-305 A lien for Common Expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.
- 16-306 To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a first mortgage on a Unit shall

relate only to the Units affected by such claims, and not to the Condominium as a whole.

16-307 An Eligible Mortgage Holder, upon request to the Board of Directors, will be entitled to:

- Written notification from the Board of Directors of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Declaration which is not cured within sixty (60) days;
- Inspect the books and records of the Condominium at all reasonable times;
- Receive at its own expense an audited financial statement of the Association's activities within ninety (90) days following the end of any fiscal year for the Condominium;
- Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings;
- Receive prompt written notification from the Board of Directors of any damage by fire or other casualty to the Unit on which the Eligible Mortgage Holder holds a mortgage, or the proposed taking by condemnation or eminent domain of said Unit or the Common Area of the Condominium;
- Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium; and
- Receive written notice of any action which requires the consent of a specified percentage of Eligible Mortgage Holders.

The provisions of this section may not be amended or rescinded without the written consent of all Eligible Mortgage Holders, which consent shall appear or be the subject of certification by the President and Secretary of the Association on an instrument of amendment recorded in the Registry of Deeds, in accordance with this Declaration and the Act.

ARTICLE 17. NOTICES

17-100 All notices hereunder, and under the By-Laws and the Act, to the

Association and the Board shall be sent by United States mail, return receipt requested, to the Board, at the address for the Condominium indicated above, or to such other address as the Board may designate from time to time by notice in writing to all Owners. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 18. SEVERABILITY

18-100 The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner, the validity, enforceability, or effect of the balance of the Declaration.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

87 South Main Street, LLC

By: _____
Name: Susan Hodgkins
Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Susan Hodgkins, Manager of 87 South Main Street, LLC, on behalf of said company.

Justice of the Peace/Notary Public
My Commission Expires:

**EXHIBIT A
SUBMITTED LAND**

“Condominium Plat of The Carriage House Condominium,” Sheet 1 of 2 prepared by Richard D. Bartlett & Associates, LLC dated August 13, 2024, and recorded in the Merrimack County Registry of Deeds as Plan # _____.

**EXHIBIT B
PERCENTAGE INTEREST AND VOTING RIGHTS**

Units	Undivided Interest	Number of Votes
Unit 1	1/2	1
Unit 2	1/2	1