

(Space Above this Line Reserved for Registry of Deeds)

DECLARATION OF
CHARRON CIRCLE COMMONS CONDOMINIUM

Charron Circle, Exeter, County of Rockingham, State of New Hampshire

Charron Circle, LLC, a New Hampshire limited liability company with a principal address 100 Salem Street, North Andover, Massachusetts 01845 (hereinafter, with its successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Exeter, 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, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and the common areas and facilities associated with those units. Every unit shall be a free-standing unit. The total number of units declared are thirteen (13).

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) "Building Envelope" means a building envelope as defined herein and in the plans. As used herein, the term "building envelope" and the term "unit" as defined in the Act mean the same thing and are used interchangeably. The precise location of the Building Envelope will be ascertained at the time of the initial conveyance of each Unit by an amendment to the site plan indicating the location of that unit.

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

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

(d) "Condominium" means the Charron Circle Commons Condominium, the condominium established by this Declaration.

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

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

(g) "Land" shall have the meaning set forth hereinabove.

(h) "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.

(i) "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.

(j) "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.

(k) "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.

(l) "Registry" means the Rockingham County Registry of Deeds.

(m) "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.

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

(o) "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. As used herein, the term "unit" and the term "building envelope" mean the same thing and are used interchangeably.

(p) "Unit Owners' Association", or "Charron Circle Commons 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 "Charron Circle Commons Condominium".

(b) Location. This condominium is located on Charron Circle, Exeter, County of Rockingham, State of New Hampshire.

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

(d) Description of Units.

(i) Description of Building Envelopes. The Condominium shall contain thirteen (13) Building Envelopes. Each Building Envelope shall consist of an area identified and defined by vertical boundaries as shown on the plans, and as further delineated on as-built site plans which will be recorded at the time of the initial conveyance of each Unit. Within each Building Envelope shall be constructed and maintained a single residential "Dwelling" structure. Except for such Common Areas as may be located within the Building Envelope, all land and improvements within the vertical boundaries defining the Building Envelope shall belong to and become part of the unit.

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

(iii) Unit Boundaries: The plans show the locations and dimensions of the Building Envelope, Common Areas and Limited Common Areas comprising the property. There are no horizontal boundaries to the Building Envelopes. The vertical boundaries for each Building Envelope shall consist of the vertical planes which extend indefinitely above and below the perimeter border of each Building Envelope as such perimeter border is shown on or defined by the plans. In the event that more than one

Building Envelope is attached to another, a plane defined by the center line of the common wall(s) separating the dwelling units running from the bottom of the basement floor to the exterior plane of the roof shall constitute the boundary line between those units. Each Unit shall include all improvements located within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area which may be located therein.

(iv) Each Building Envelope to include a dwelling: Each Building Envelope shall contain within its boundaries a single-family dwelling and related appurtenances, which may include one, two, or three bay attached garage, porches, decks, three- season rooms and patios ("Dwelling"). No unit shall be offered for sale, except to a successor to the Declarant, deemed to be the Declarant under 356-B:3 XIII of the Act, unless:

- a. A Dwelling has been constructed within such Building Envelope and is ready to be occupied; or
- b. There is or will be at the closing with respect to such Building Envelope, a contract acceptable in all respects to the Declarant between the unit owner and the building contractor, providing for the construction of a Dwelling within such Building Envelope. For any Building Envelope offered for sale within which a Dwelling has not been constructed, no Dwelling may be constructed without the Declarant's prior written approval as to the design, materials and location within the Building Envelope. This approval shall be required regardless of whether the Declarant possesses any future interest in or control over the Condominium.

(v) Common Area within a Building Envelope. The owner of a Building Envelope 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 the boundaries of or running through said Building Envelope which are utilized for or serve more than one lot or serve any portion of the Common Area, which items, to the extent they are owned by a third party or public utility, are by these presents hereby made a part of the Common Area.

(c) 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 and the walks, shrubbery and other plantings, interior roads, Charron Circle until it is accepted by the Town of Exeter, interior paved driveways, parking areas and other land and interests in land included and described in Exhibit A hereto. Certain portions of the Common Area are subject to conservation limitations and other portions are subject to "Wetland Buffers" as further detailed on the Plan.

(ii) Charron Circle shown on the site plan is intended for dedication to the Town of Exeter for use as a public right of way. Declarant reserves the right to convey

Charron Circle to the Town of Exeter when the road is complete and accepted by the City. All paved and/or shared driveways are part of the Common Land, except such portions as may be designated as Limited Common Area. The Town of Exeter shall not be responsible for any interior roads or driveways and shall only be responsible for Charron Circle after it has been accepted by the Town of Exeter.

(iii) Limited Common Area. Each Unit shall have Limited Common Area as shown on the plans and as described further in the Condominium Deed to each Unit. Each Limited Common Area is owned in common by all owners, but is restricted to the use and benefit of the Unit or Units which it serves. The driveway in front of the garage to each Unit may be Limited Common Area to that Unit. Porches, patios, decks, and an area around each Unit designated on the Site Plan may be Limited Common Area to that Unit.

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

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

(i) Residential Use: Limitation. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants and guests of the Owner, except for such limited professional use as the Association, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. No more than four (4) persons shall reside in any Unit. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the Lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration, and any rules and/or regulations adopted by the Board of Directors of the Association. No more than three (3) Units may be leased at any given time.

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

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

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

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

(v) 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,

(vi) Property Subject to Covenants, Easements, and Restrictions of Record.

The submission of the Property is subject to all covenants, conditions, and easements of record, including without limitation those which are set forth or referred to in Exhibit A.

(vii) Reservation of Utility Easements and Trail Easements.

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

(viii) 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.

(ix) 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.

(x) Determination of Action Following Casualty Damage.

The Board of Directors shall cause the Association to maintain a Master Casualty Policy including hazard and flood insurance on the Common Areas, liability insurance, and fidelity insurance coverage. Notwithstanding anything herein to the contrary, each Unit Owner shall be solely responsible for the purchase and maintenance of suitable "homeowners" fire and extended casualty insurance covering the replacement value of the Dwelling

and appurtenant improvements within each Owner's Unit. In the event of damage by fire or other casualty to any portion of the Condominium which is covered by the Master Casualty Policy, 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 portion of the damaged Common Area. The Board of Directors is hereby irrevocably appointed the attorney-in-fact for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. Insurance proceeds shall be payable and paid, not to the Board of Directors, but to a banking institution as Trustee for the benefit of the Unit Owners' Association, the Unit Owners, or any mortgagee, as their interests may appear. The procedure for making repairs after such damage shall be specified in the Bylaws.

In the event of damage to any portion of a Unit other than to Common Area, the Unit Owner shall, within a reasonable period of time not to exceed one hundred and twenty (120) days, commence the repair, replacement or restoration of such damage and diligently pursue the completion of such repair, replacement or restoration. In the event the Unit Owner fails, for any reason or for no reason, to timely commence and diligently pursue the completion of such repair, replacement or restoration, the Association shall provide such Unit Owner and any Permitted Mortgagee with respect to such Unit, a written notice that the Association intends to either repair, replace or restore the damaged improvements within the Unit or demolish and remove from the Condominium such damaged improvements within such Unit, and that all costs and expenses incurred by the Association in undertaking such action shall be a Special Assessment against such Unit. Such notice shall set a date, not earlier than thirty (30) days after the date of such notice following which, if the Unit Owner or Permitted Mortgagee shall not have commenced such repair, replacement or restoration, the Association shall undertake the repair, replacement, restoration, demolition and/or removal as the Association deems appropriate in accordance with this section. Under no circumstances shall the Association or its officers, employees, or agents be liable for any damage, cost, expense or loss incurred by such Unit Owner or a Permitted Mortgagee resulting from the Association's good faith exercise of its authority hereunder.

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

(xii) Antennas. No unit owner shall erect, install, or maintain any outside television and/or radio antennas or satellite dish, subject, however, to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications

Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite ("DBS") service, multichannel multipoint distribution services ("MUDS" or "wireless cable"), or television broadcast signals. Windmills are not permitted on any part of the condominium property.

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

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

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

(i) 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 individual 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.

(ii) Notwithstanding anything in this section 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. 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

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

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 Holder");

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

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

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

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

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

(i) Unless at least fifty-one (51%) percent of the Eligible Mortgage Holders (based upon votes appurtenant to Units subject to such mortgages) have

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

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

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

(e) No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their mortgages, in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

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

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

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

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

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

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.

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Signature Page Follows

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Executed as a sealed instrument this 11th day of December, 2015.

Charron Circle, LLC

By: 
Thomas M. P

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 11th day of December, 2015, before me, the undersigned, personally appeared Thomas M. Patenaude, as Manager of Charron Circle, LLC, through satisfactory evidence of identification, which was ☐ photo identification, ☐ signature issued by a federal or state governmental agency, ☐ oath of a disinterested witness, ☐ personal knowledge of the undersigned, to be the person executing the preceding or attached document, and acknowledged to me that he executed the same for the stated purpose, that he has the authority to act in that capacity, and that he executed the same free act and deed and the free act and deed of Charron Circle, LLC.



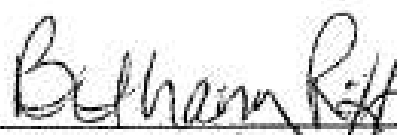

Bethany J. Raffa, Notary Public
My Commission Expires August 7, 2020

EXHIBIT A**SUBMITTED LAND**

A certain tract or parcel of land, with any improvements thereon situate in Exeter, County of Rockingham, State of New Hampshire, more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Woodlawn Circle, so-called, and at land now or formerly of Burnham,

1. N 48° 26' E along land of said Burnham 125 feet to a point;
2. N 37° 00' W along land of said Burnham 145.4 feet to a point at land now or formerly of Samaha;
3. N 45° 24' W along land of Samaha 75.25 feet to a point at land now or formerly of Leo A. and Cecile L. Charron;
4. N 23° 04' W along other land of said Charron 63.98 feet to a point at land now or formerly of Wassmus;
5. N 47° 22' W along land of said Wassmus 90.7 feet to a point at land now or formerly of Kucharski;
6. N. 75° 57' E along land now or formerly of Kucharski, Petroski and Pollard, a distance of 219 feet to a point at land now or formerly of First National Stores, Inc.;
7. S 39° 10' E a distance of 320.02 feet along land of said First National Stores, Inc. to a point at land now or formerly of Callahan Realty, Co., Inc.;
8. S 48° 26' W a distance of 327.45 feet along land of said Callahan Realty Co., Inc. and other land now or formerly of the said Leo A. and Cecile L. Charron to a point;
9. N 37° 06' W a distance of 50.21 feet along land of said Charron and Woodlawn Circle to said land of Burnham and the point of beginning.

Subject to and with the benefit, as applicable, of the following:

Title to and rights of others in and to so much of the premises as lies within the bounds of Woodlawn Circle and Hall Place.

Restrictions set forth in Deed of Mabel L. Rinfret to Leo A. Charron and Cecile L. Charron, dated December 11, 1965 and recorded with Rockingham County Registry of Deeds, Book 1801, Page 409.

E 55422

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Restriction set forth in Deed of Edward E. Rinfret and Mabel M. Rinfret to Anthony F. Previte, et al, dated May 3, 1957, and recorded with Rockingham County Registry of Deeds, Book 1430, Page 252.

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E 55422

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

EXHIBIT B**LIST OF UNITS AND PERCENTAGE INTEREST**

Each of the thirteen (13) Units shall have an equal undivided interest in the Common Area, or a one-thirteenth (1/13) interest in the Common Area.

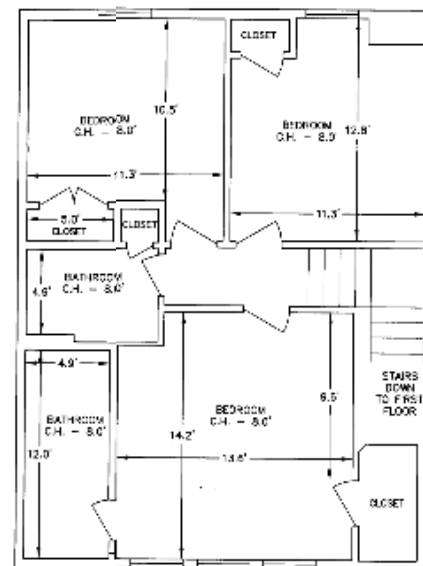
Units shall be designated as follows:

Unit 1	1/13
Unit 2	1/13
Unit 3	1/13
Unit 4	1/13
Unit 5	1/13
Unit 6	1/13
Unit 7	1/13
Unit 8	1/13
Unit 9	1/13
Unit 10	1/13
Unit 11	1/13
Unit 12	1/13
Unit 13	1/13

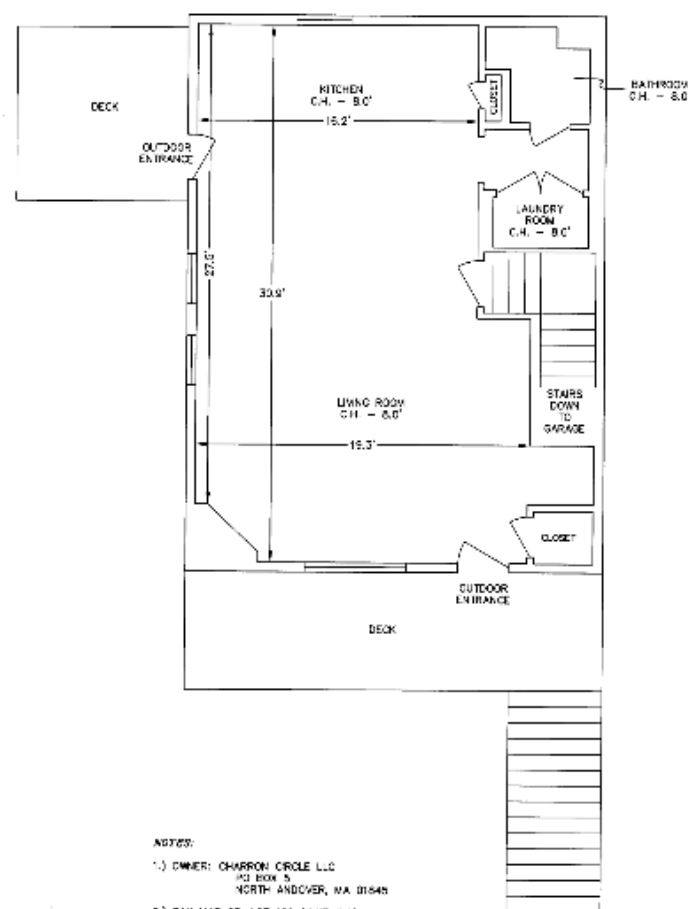
E 55422

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

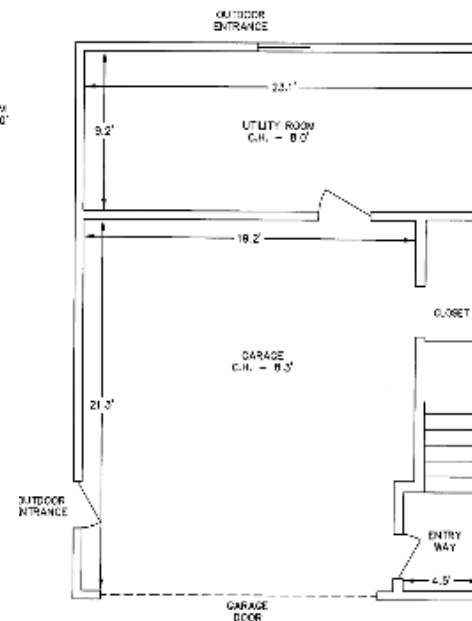
SECOND FLOOR



FIRST FLOOR



GARAGE



NOTES:

- 1.) OWNER: CHARRON CIRCLE LLC
PO BOX 5
NORTH ANDOVER, MA 01845
- 2.) TAX MAP 65, LOT 102 (UNIT #10)
- 3.) R.C.R.D. BOOK 5625, PAGE 1356
- 4.) REFERENCE ELEVATION IS UNIT AND BASEMENT FLOOR
BASED ON ARBITRARY ELEVATIONS.
- 5.) INTERIOR DIMENSIONS ARE TO GYPSUM WALL/BOARD
SURFACES AND ARE GIVEN IN FEET AND DECIMAL FEET.
- 6.) SEE RECORDED CONDOMINIUM SITE PLAN: R.C.R.D. PLAN
#0-35063.

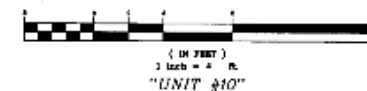
I CERTIFY THAT THIS FLOOR PLAN ACCURATELY
DEPicts THE AS-BUILT DIMENSIONS OF THE UNIT
AND THAT THE UNIT AS SHOWN ON THIS PLAN IS
SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES
WITH THE PROVISIONS OF RSA 350-B:20 I.

K. A. Berry 5-15-17
KENNETH A. BERRY L.L.S. 800 DATE

I CERTIFY THAT THIS SURVEY PLAT IS NOT A
SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE
LINES OF STREETS AND WAYS SHOWN ARE THOSE OF
PUBLIC OR PRIVATE STREETS OR WAYS ALREADY
ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

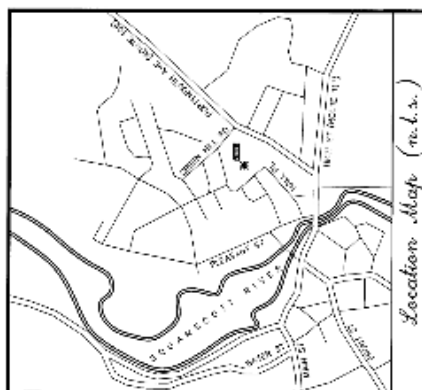
K. A. Berry 5-15-17
KENNETH A. BERRY L.L.S. 805 DATE

GRAPHIC SCALE



REVISION	DATE	DESCRIPTION
		CONDOMINIUM FLOOR PLAN FOR CHARRON CIRCLE LLC "CHARRON CIRCLE COMMONS OF EXETER" 10 CHARRON CIRCLE EXETER, N.H. TAX MAP 65, LOT 102
		
BERRY SURVEYING & ENGINEERING 335 SECOND CROWN POINT RD. BARRINGTON, N.H. (603) 332-2863		
SCALE : 1 IN. EQUALS 4 FT.		
DATE : MAY 15, 2017		
FILE NO. : DB 2016-145		

D-40147



Location Map (n.t.v.)

FB CASE #21421
Debbie Bergeron 6/19/15
CHURCH SIGNATURE

CHARRON CIRCLE COMMONS OF EXETER
CONDOMINIUM SITE PLAN

HARBOR STREET, LTD DEVELOPMENT
FOR
LAND OF

ROBERT H. ROWE REVOCABLE TRUST
&
JOAN V. ROWE REVOCABLE TRUST

(TAX MAP 65, LOT 102)
HALL PLACE & 2-8 CHARRON CIRCLE
EXETER, NEW HAMPSHIRE

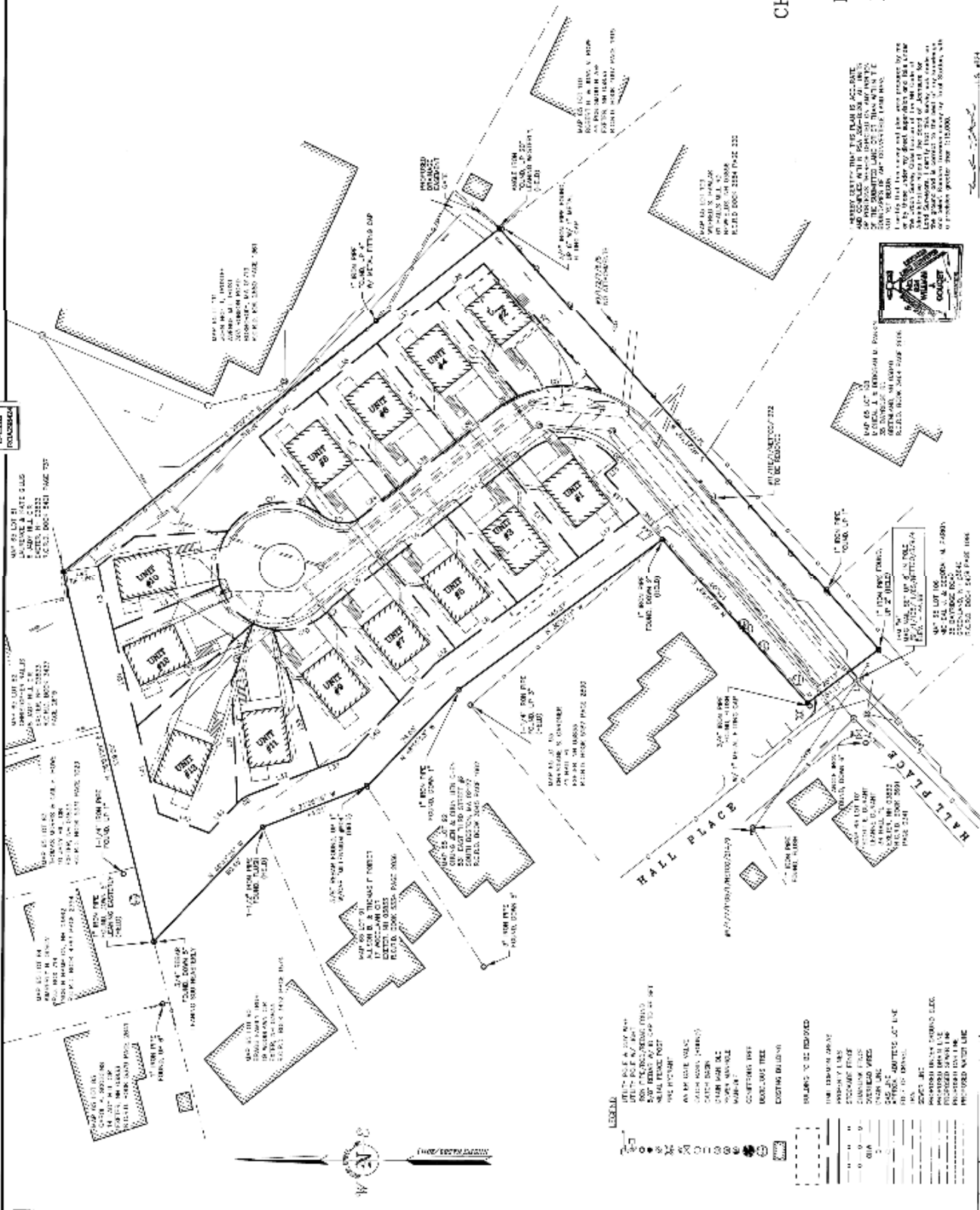
[illegible]

CONSTRUCTION OF UNITS
NOT YET BEGUN

GRAPHIC SCALE

[illegible]

D-39083 Sheet 1 of 2

[illegible][illegible]

FIRST AMENDMENT TO

BYLAWS OF

CHARRON CIRCLE COMMONS CONDOMINIUM

Charron Circle, Exeter, County of Rockingham, State of New Hampshire

WHEREAS, Charron Circle, LLC, is the Declarant of the Charron Circle Commons Condominium dated December 11, 2015 and recorded with the Rockingham County Registry of Deeds in Book 5677, Page 1154 (the "Declaration") and accompanying By-Laws of the Charron Circle Commons Unit Owners' Association dated December 11, 2015 and recorded with the Rockingham County Registry of Deeds in Book 5677, Page 1171 (the "By-Laws").

WHEREAS, pursuant to Article IX of the By-Laws, the Declaration and herein, these Bylaws may be modified or amended by the Declarant so long as the Declarant is the Owner of one (1) or more Units.

WHEREAS, as of the date of this Amendment, the Declarant is the Owner of one (1) or more Units.

NOW THEREFORE, Charron Circle, LLC, as Declarant of the Declaration and herein, these Bylaws and pursuant to the provisions of Article IX, hereby amends the By-Laws as follows:

1. Article VI, Paragraph 1(b) is hereby deleted in its entirety and replaced with the following:

"At the option of the Board, worker's compensation insurance in such amounts as the Board deems necessary or prudent, from time to time."

2. Article V, Paragraph 1(b) is hereby deleted in its entirety and replaced with the following:

039492

2016 SEP -6 AM 11:40

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

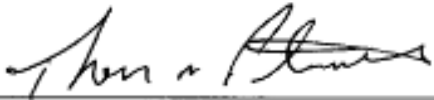
"Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair, and replacement, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners' Association, which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Property, for the administration, operation, maintenance, and repair of any easements benefiting the Property, and the rendering to the Owners of all related services. Such budget shall include an amount necessary to reimburse the Owner of Unit #2 for the cost associated with the electric service for the street lights and the irrigation system, which are Common Expenses of the Condominium but which are included in the electric bills for Unit #2. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide, including those specified below, The Board of Directors shall make reasonable efforts to send each Owner a copy of the budget, in an itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium."

All other terms and provisions of the By-Laws shall remain in full force and effect as currently adopted.

End of Text
Signature Page Follows

Executed as a sealed instrument this 12th day of August, 2016.

Charron Circle, LLC

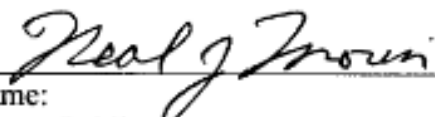
By: 
Thomas M. Patenaude, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 12th day of August, 2016, before me, the undersigned notary public, personally appeared Thomas M. Patenaude, as Manager of Charron Circle, LLC, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, that he has the authority to act in that capacity, and the foregoing represents his free act and deed and the free act and deed of Charron Circle, LLC.




Name:
Notary Public
My Commission Expires: 4/28/2017

Carlyle J. Seely

RECORDING
SURCHARGE

18.00
2.00

**AMENDMENT TO THE DECLARATION OF THE
CHARRON CIRCLE COMMONS CONDOMINIUM**

Reference is hereby made to that certain Declaration of Condominium dated December 11, 2015 and recorded with the Rockingham County Registry of Deeds in Book 5677, Page 1154 as amended of record, which Declaration of Condominium established, pursuant to New Hampshire Revised Statutes Annotated, Chapter 356-B, the Charron Circle Commons Condominium. Reference is further made to the By-Laws of the Charron Circle Commons Condominium recorded therewith at Book 5677, Page 1171.

WHEREAS the Unit Owners desired to amend the Declaration by removing certain language which was deemed unnecessary and unenforceable.

WHEREAS the purpose of said amendment is to remove the requirement that no more than four individuals can reside in any particular unit since there is no corresponding town ordinance limiting occupancy in this way.

WHEREAS a vote of the Unit Owners was conducted and whereas Unit Owners entitled to at least sixty-seven (67%) of the votes in the Unit Owners' Association consented to amend the Declaration pursuant to Section 4 thereof.

WHEREAS no other consents are required;

NOW THEREFORE, the Declaration of the Charron Circle Commons Condominium is Amended as follows:

By **DELETING** the following sentence from Section 3(h)(i) entitled Residential Use: Limitation:

~~"No more than four (4) persons shall reside in any unit."~~

In all other respects, the Declaration, as hereby amended, is ratified and affirmed.

IN WITNESS WHEREOF we, the undersigned President and Treasurer of the Charron Circle Commons Condominium, pursuant to RSA 356-B:34(IV), having first received the written consent of Unit Owners entitled to at least sixty-seven (67%) of the votes in the Unit Owners' Association have set our hands and seals this 29 day of June, 2023.

Board of Directors of the Charron Circle Commons Condominium

[Signature]

, as President and Director

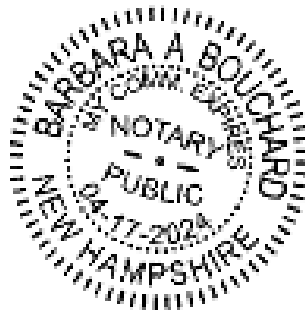
[Signature]

, as Treasurer and Director

STATE OF NEW HAMPSHIRE

County of Rockingham

On this 29 day of June, 2023, before me, the undersigned notary public, personally appeared David F. Cote and Kathleen Wade Wikstrom proved to me to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily, for its stated purpose as President/Treasurer and as a member of the duly authorized Board of Directors of the Charron Circle Commons Condominium Association. He/she acknowledged that the document is true and accurate to the best of his/her belief and that he/she is authorized to execute the same.



[Signature]

Official Signature and Seal of Notary

My Commission Expires April 17, 2024

CERTIFICATION AS TO VOTE:

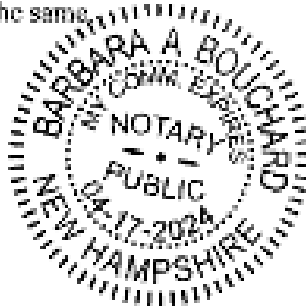
As required by RSA 356-B:34, II., this Amendment to the Declaration was consented to by vote of 77 % of the unit owners (10 of 13 units voting in favor) cast in person or by proxy at a duly-held meeting:

Suzanne Dixon
, as Secretary and Director

STATE OF NEW HAMPSHIRE

County of Rockingham

On this 29 day of June, 2023, before me, the undersigned notary public, personally appeared Suzanne Dixon proved to me to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily, for its stated purpose as Secretary and as a member of the duly authorized Board of Directors of the Charron Circle Commons Condominium Association. He/she acknowledged that the document is true and accurate to the best of his/her belief and that he/she is authorized to execute the same.



Barbara A. Bouchard
Official Signature and Seal of Notary
My Commission Expires: April 17, 2024

MAIL TO

Unitil Energy
Systems

EASEMENT DEED

Charron Circle LLC of PO Box 5
North Andover, Essex MA 01845
 Town/City County State Zip Code

(herein called "Grantors", which word and the pronouns referring thereto shall mean the singular or plural of any gender, as the context may require) for consideration paid grants to **Unitil Energy Systems, Inc.**, a New Hampshire corporation with its principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842-1720 and its respective successors and assigns and permittees forever, (hereinafter called "Grantees") with quitclaim covenants, the perpetual right and easement to build, replace, patrol, maintain, and operate a pole line with crossarms, subsurface lines, wires, facilities and other appurtenances for the transmission of intelligence by electricity and for the transmission and distribution of electricity (herein referred to inclusively as "said pole line") including the necessary guys over and across Grantor's land situated off Hall Place, in Exeter, New Hampshire on a strip 20 feet in width, the center line thereof to be fixed upon the pole line as follows:

To cover new riser pole #30/1 and associated anchors; padmount transformer #'s 30/2, 30/3, 30/4, 30/5; splice box #'s 30/2/1, 30/2/51, 30/3/51, 30/4/1, 30/5/1, 30/5/51 and all cables, conduits, and underground facilities, off main line pole #91/1 off Hall Place, Exeter, NH to service Charron Circle,

Meaning and intending to describe and convey an easement over those premises conveyed to Grantors by deed Dated June 15, 2015, and recorded in Rockingham County Registry of Deeds, in Book 5626, Page 1356.

There is also hereby conveyed the right to enter all abutting lands of Grantors in the exercise of the rights herein granted and to exercise all rights reserved to Grantors in adjacent land; and the right to trim and remove from Grantor's land such trees and other growth as in the judgment of Grantees may interfere with or endanger said pole lines or the operation or maintenance thereof by such means as the Grantee may elect, all wood and timber to remain the property of the Grantor(s). Facilities built by any utilities pursuant to the easement hereby granted shall be and remain the property of the utilities. Furthermore it is understood that Grantees will follow all applicable municipal ordinances including obtaining excavation permits and road opening permits as required by the Town.

Bill

The Grantor(s) covenants and agrees that if any poles or wires or associated equipment installed in pursuance of this conveyance are required to be removed in connection with activity driven by the Grantor, the Grantor(s) will reimburse the Grantee(s) for all of its costs incurred in connection therewith. The Grantees shall have the right to install and maintain its distribution facilities upon the Grantor's premises without charge for the purpose of furnishing service to the Grantor and also for the purpose of serving Customer(s) on adjacent lands. Notwithstanding the foregoing, in the event that any of the said poles or wires or associated equipment installed pursuant to this Easement shall lie in or upon land, the fee interest in which shall be subsequently dedicated to and accepted by a municipality as a public way, the Grantee acknowledges and agrees that said municipality only, as successor and assign of the Grantor, shall not be bound by the foregoing covenant of the Grantor to reimburse the Grantee for costs incurred in connection with such removal. Grantor, for itself and each of its successors and assigns, hereby acknowledges and agrees that under such circumstances the Easement shall not be released, extinguished or terminated, and shall otherwise remain in full force and effect.

The Grantor(s) for themselves, their heirs, executors, administrators and assigns, hereby covenant(s) that they will not erect or permit any building or other structure, or alter the terrain, upon said strip that in the judgment of Grantee may interfere with or endanger said pole lines or the operation thereof; or would reduce the clearances to less than the National Electrical Safety Code or any other code in effect.

WITNESS the hand(s) and seal(s) of the Grantor(s) this 18 day of September, 2015.

WITNESS: _____

Grantor: Charron circle LLC,
Barry J Sullivan member
Barry's Sullivan

WITNESS: _____

Grantor: _____

State of Massachusetts)ss.

September 18, 2015. Essex County

Personally appeared the subscriber(s) to the within instrument and acknowledged the same to be MA DL voluntary act and deed.

Jeepeda
Notary Public/Justice of the Peace

