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Rockingham County  
Registry of Deeds

THORNHILL CONDOMINIUM  
ROLLINS FARM ROAD  
STRATHAM, NEW HAMPSHIRE

TABLE OF CONTENTS

I.	Definitions.....	2
	A. Association.....	2
	B. Common Area.....	2
	C. Common Expenses.....	2
	D. Declarant.....	2
	E. Condominium.....	2
	F. Unit.....	2
	G. Owner.....	2
II.	Development Plan.....	3
III.	Description of the Buildings, Number of Stories and Number of Units.....	4
IV.	Description of the Common Areas and Limited Common Areas.....	6
V.	The Percentage of Undivided Interests in the Common Areas and Facilities Pertaining to Each Unit...	6
VI.	Statement of Purposes, Use and Restrictions.....	7
VII.	Agent for Service of Process.....	10
VIII.	Easements are Reserved to the Condominium.....	10
IX.	Changes in Price - Alteration of Unit Plans.....	11
X.	Amendments.....	12
	A. Notice.....	12
	B. Pro Viso.....	12
XI.	Unit Alteration and Improvement.....	13
	A. Common Areas, Alterations and Improvements.....	14

XII.	Association.....	14
XIII.	No Revocation or Partition.....	14
	A. Consent of First Mortgages.....	15
XIV.	Priority of First Mortgagees.....	16
XV.	Invalidity.....	17
XVI.	Waiver.....	18
XVII.	Gender and Number.....	18
XVIII.	Effective Date.....	18
	EXHIBIT A.....	19

DECLARATION OF CONDOMINIUM  
THORNHILL CONDOMINIUM  
Rollins Farm Road  
Stratham, New Hampshire

WHEREAS, Susan Conway, Trustee of the Thornhill Realty Trust, a Trust established by Declaration of Trust dated April 10, 1985, with a place of business at 166 Portsmouth Avenue, Stratham, Rockingham County, New Hampshire, and Thornhill Condominium, Inc., a New Hampshire Corporation with a place of business at 166 Portsmouth Avenue, Stratham, Rockingham County, New Hampshire, desire to establish a forty-seven (47) unit condominium to be called "THORNHILL CONDOMINIUM" with provisions for an expandable condominium with a maximum of seventy (70) units, including the said forty-seven (47) units declared hereunder;

NOW, THEREFORE, the following is hereby declared:

1. This Declaration shall become effective on the date it shall be recorded in the Rockingham County Registry of Deeds.
2. Susan Conway, Trustee of the Thornhill Realty Trust and Thornhill Condominium, Inc., the sole owners of the land submitted herein and the improvements thereon, or to be placed thereon, by virtue of a deed dated April 16, 1985 and recorded at the Rockingham County Registry of Deeds at Book 2545, Page 1200, and a deed dated April 1985, and recorded in the Rockingham County Registry of Deeds at Book 2545, Page 1221.



3. The Declarant hereby submits the above land and buildings to the condominium form of ownership and use, in the manner provided by RSA Chapter 356-B.

I. DEFINITIONS

A. Association means the Association of the Unit Owner of the Thornhill Condominium.

B. Common Area means the areas, facilities and all portions of the Condominium other than the Units.

C. Common Expenses include, expenses of administration, expenses of maintenance, operation, repair or replacement of the Common Areas and facilities and the portions of the Units to be maintained by the Association (if any), expenses assessed for reserves and such future common expenses for which assessments are not yet due and payable. The term Common Expenses shall include any valid charge against the Condominium as a whole.

D. Declarant means Susan Conway as Trustee of the Thornhill Realty Trust and Thornhill Condominium, Inc., as Co-Declarants, and is synonymous and interchangeable with the term "developer". The term Declarant shall also mean any person or entity which shall own any of the expandable lands as described herein, who shall create any additional units within the said expandable lands.

E. The Condominium consists of eight (8) buildings with forty-seven (47) units in all of the buildings.

F. Unit means a single residential unit.

G. Owner shall mean the record title holder of a unit.

II. DEVELOPMENT PLAN

A. This Condominium consists of eight (8) buildings with forty-seven (47) units in all of the buildings, and the utilities, a roadway, unenclosed parking, all servicing the buildings and the units. As of the date of the recording of the Declaration, the Developer shall have begun construction of the above buildings and the units and facilities described above and will be substantially completed by January 31, 1986.

The description of the land containing the above improvements is attached hereto as Exhibit A, labeled the "Submitted Land".

B. The said Site Plan shows the proposed location of all of the improvements relating to Buildings #9, 10, 11, and 12, 7 and 8, and 1 and 2 and the units contained therein. At the time when the buildings and improvements have been constructed, and prior to any conveyance of the units within the said buildings, the Declarant shall record the certificate of a registered surveyor, in accordance with RSA Chapter 356-B:20(I).

C. As of the time of the recording of the Declaration, the Declarant shall also record floor plans of the units which have, as of that time, been substantially completed. In the event that not all of the said forty-seven (47) units shall be completed at that time, prior to the first conveyance of any uncompleted unit, the Declarant shall record floor plans of those units. All floor plans shall be certified by an

architect or registered engineer in accordance with RSA Chapter 356-B:20 (II).

D. Access to the condominium shall be by way of the roadway shown on the site plan described in Exhibit A or as shown on any "as built" site plan which may be recorded after the recording of this Declaration. That roadway shall be a private road.

E. The sewer and water systems are private systems and are shown on the said site plan(s).

F. The Expandable Land aspects of this condominium are described in Exhibit B to this Declaration.

III. DESCRIPTION OF THE BUILDINGS, NUMBER OF STORIES, NUMBER OF UNITS, DESCRIPTION OF UNITS AND STATEMENT OF LOCATION, ALL WITH RESPECT TO THE TWELVE UNITS DECLARED HEREUNDER.

A. The Condominium consists of eight (8) buildings within Phase I. Building #11 contain Units 60-65, Building #10 will contain Units #54-59, and Building #9 will contain Units #48-53. Within Phase II, Building #8 will contain Units #42-47, and Building #7 will contain Units #36-41. Within Phase III, Building #12 will contain Units #66-70. Within Phase IV, Building #1 will contain Units #1-6 and Building #2 will contain Units #7-12. The Expandable Land areas consist of Phase V, which may contain Building #3 and Units #13-18, and Building #4 which may contain Units #19-24, and the Expandable Land also includes Phase VI, which contains Building #5 (Units #25-29) and Building #6 (Units #30-35).



B. The buildings will be of wood frame construction and shall be two (2) stories in height.

C. The designation of the units in each building are as shown on the site plan(s) referred to above or herein.

D. The layout of each unit, including the number and type of rooms, the interior dimensions, basement area, if any, location of decks (if any), the total square footage of living space are all shown on the floor plans which shall be recorded at the Rockingham County Registry of Deeds prior to the conveyance of each unit.

E. The following provisions shall determine the boundaries of each unit:

- a) The walls, floors and ceilings shall be the boundaries of the Units. All doors, windows, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Units. All other portions of such walls, floors and ceilings shall be part of the Common Area.
- b) If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the boundaries of a Unit, any portions thereof serving only that Unit shall be deemed part

of that Unit, while any portion of the common area shall be deemed a part of the Common Area.

- c) Subject to the provisions of Paragraph (b) above, all space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.
  
- d) Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and any other apparatus designed to serve a single Unit, but located outside the boundaries thereof, shall be deemed a limited common area appertaining to that unit exclusively.

IV. DESCRIPTION OF THE COMMON AREAS AND LIMITED COMMON AREAS

A. The Common Areas and facilities shall include all parts of the Condominium, including the buildings that are not included within the boundaries of the Units and facilities as provided in this Declaration. The Common areas shall include the roadway, the wells, the water system, the sewage disposal system and the utility lines, all of which service the said Buildings and the units therein.

V. THE PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES PERTAINING TO EACH UNIT.

Each of the forty-seven (47) units declared hereunder shall have a one forty-seventh (1/47th) undivided interest in the Common Areas and facilities. In the event that, pursuant to the Expandable Land provisions of this Declaration,

additional units shall be declared within any part of the Convertible Land, the undivided interest of the forty-seven (47) units declared hereunder shall be proportionately reduced such that the undivided interest of the said forty-seven (47) units and the undivided interests of any other declared units shall be a percentage equal to one (1) over the total number of declared units.

This provision shall apply regardless of the size of the units within the Condominium.

VI. STATEMENT OF PURPOSES, USE AND RESTRICTIONS.

The Units and the Common Areas shall be occupied subject to the following restrictions:

A. An Owner shall not occupy or use his Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Owners and the Owner's family or the Owner's lessees or guests. Occupancy of each Unit shall be limited to the following number of persons: Four (4). An Owner shall not lease or rent his unit to any third party, except for periods not less than six (6) months per lessee. The above provisions of paragraph A shall be enforceable by the Developer or the Association of Unit Owners.

B. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium Units, including, but not limited to, the right to maintain models, having signs identifying Units, maintaining employees in the offices, use of the Common Areas



and facilities on the Condominium property, and to show Units for sale. All furniture and furnishings and equipment in the model units, signs and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Developer. In the event there are completed but unsold Condominium Units, the Developer as the Owner of the Condominium Units, shall contribute to the common expenses in the same manner as other Condominium Unit Owners and shall have a vote in the Association for each unsold Condominium Unit.

C. There shall be no obstructions of the Common Areas, except in the case of designated storage areas, if any, and parking areas. Nothing shall be stored in the Common Area without the prior consent of the Board of Directors.

D. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on any Unit or any part of the Common Areas or which would be in violation of any law. No waste will be permitted in the Common Areas.

E. No sign of any kind shall be displayed in the public view on or from any Unit without the prior consent of the Board of Directors.

F. No animals, livestock or poultry of any kind including cats, dogs or other household pets shall be kept in any Unit or in the Common Area without the express written

permission of the Developer, the Board of Directors or Manager, as the case may be.

G. No noxious or offensive activities shall be carried on in any Unit or in the Common Areas, nor shall anything be done herein which may become an annoyance or nuisance to the other Unit Owners.

H. Nothing shall be altered or constructed or removed from the Common Area except upon the written consent of the Board of Directors.

I. There shall be no violation of the rules of the use of the Units or Common Areas, as adopted by the Developer or the Board of Directors and furnished in writing to the Owners, and the Developers or the Board of Directors are authorized to adopt such rules.

J. Insofar as may be necessary, the Developer, his assigns or grantees and persons that he or they may select shall have the right of ingress and egress over, upon, across and through the Common Areas and the right to store materials thereon and to make such other use of the said Common Areas as may be reasonably necessary and incident to the construction, and development of the said Condominium, including the development of the additional land areas and the units which may be constructed within those areas.

K. An Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any of the buildings.

L. Entire Units may be rented, provided the occupancy is only by the Lessee and his family and guests; and, provided that the occupancy of each unit shall not exceed the number stated in Paragraph VI above, and the provisions of the By-Laws relating to rental of Units are complied with.

VII. AGENT FOR SERVICE OF PROCESS

Until such time as the Developer transfers the right and responsibility to elect a Board of Directors to the Owners as provided in the By-Laws, the name and address of the person in Rockingham County, State of New Hampshire, for the Service of Process in matters pertaining to the property is John J. Ryan, Attorney at Law, 459 Lafayette Road, Hampton, New Hampshire; thereafter, the person to receive service of process shall be any member of the Board of Directors or Manager residing in Rockingham County, State of New Hampshire. If no member of the Board of Directors or Manager resides in Rockingham County, the person to receive Service of Process shall be designated by formal amendment to this Declaration as herein provided.

VIII. EASEMENTS ARE RESERVED TO THE CONDOMINIUM AS MAY BE REQUIRED FOR UTILITY SERVICES IN ORDER TO ADEQUATELY SERVE THE PROPERTY.

Provided, however, such easements through a Unit shall be according to the plans and specifications for the building or as the building is constructed, unless approved in writing by the Unit Owner. None of the rights and obligations of the Unit Owners created herein, or by the deed creating the



Condominium, shall be altered in any way by encroachments due to a settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an Owner or Owners if said encroachment occurred during the willful conduct of said Owner or Owners.

IX. CHANGES IN PRICE - ALTERATION OF UNIT PLANS

To meet the particular requirements of prospective purchasers or to allow for the changes in price of labor and materials and for other reasons, the Developer reserves the right, so long as it is the Owner of any unsold Units, to change the price of any such Units. No change in price of a Unit, however, will vary the estimated annual common charges for the Unit or its percentage of interest in the Common Areas and facilities or its membership in the Association.

The Developer also reserves the right to change the design and arrangement within any Unit, so long as it owns the Unit so altered. Such change shall neither increase the number of Units, nor alter the boundaries of the Common Areas and facilities. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Developer alone; provided that such amendment and change shall occur within seven (7) years from the date of this Declaration, or upon the conveyance of three-quarters (3/4) of the undivided interests in the Common Areas, including the units which may be created within the expandable land areas, whichever occurs

first. This paragraph shall apply to the forty-seven (47) unit condominium declared hereunder, and any additional units created under this Declaration.

X. AMENDMENTS

This Declaration of Condominium and By-Laws of the Thornhill Condominium Association, except as otherwise provided herein, may be amended by a vote in accordance with the By-Laws of seventy-five (75%) percent of the Unit Owners, and by an instrument in writing signed, acknowledged and recorded, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire, subject to the following:

A. Notice - Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. Pro Viso - Provided, however, that no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners affected shall consent; and no amendment shall change any Unit or the share of the Common Areas appurtenant to it, or increase an Owner's share in the Common Areas, unless all the record Owners of the Units concerned, and all the record Owners of mortgages thereon, shall join in the execution of the amendment; however, anyone dealing with the Association or attempting to establish title to a particular Unit, in the absence of actual knowledge of discrimination on the part of the Association of Unit Owners, may conclusively rely upon the validity and legality of

any amendment to this Declaration recorded in the Rockingham County Registry of Deeds if said amendment is signed, acknowledged and recorded. Neither shall the amendment of this Declaration make any change in the section entitled "Insurance" or in the section entitled "Reconstruction or Repair after Casualty and Voting Requirements in the Event of Damage or Destruction" unless all the Owners and all the record Owners of mortgages on Units in the Condominium shall join in the execution of the amendment.

C. This Paragraph X shall not apply to the expandable or additional lands and shall not affect the right and options of the Declarant to expand the Condominium as provided herein, and to amend the Declaration as part of the said expansion of the Condominium.

#### XI. UNIT ALTERATION AND IMPROVEMENT

Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which may jeopardize the safety or the soundness of a building, or impair any easement, without first obtaining approval in writing of Owners of all other Units and guests in the same building, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.



A. COMMON AREAS, ALTERATIONS AND IMPROVEMENTS. After completion of the improvements included in the Common Areas which are submitted under this Declaration, there shall be no alteration nor further improvements of the Common Areas without prior approval in writing by the record Owners of all of the Units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of fifty (50%) percent or more of the Unit Owners, which does not interfere with the rights of any non-approving Owners, may be done if the Owners who do not approve are relieved from the cost thereof. Such costs shall be assessed to the consenting Unit Owners in the shares which their share in the Common Areas bear to each other.

XII. ASSOCIATION

The operation of a Condominium shall be by an unincorporated association, or by an incorporated association, and the association shall, at any annual meeting, vote as to which type of organization they prefer.

The Association shall have all of the powers and duties as set forth in the Condominium Act, except as limited by this Declaration and By-Laws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws and as they may be amended from time to time.

XIII. NO REVOCATION OR PARTITION

The Common Area shall remain undivided and no Unit Owner nor 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.

A. CONSENT OF FIRST MORTGAGES. Notwithstanding any other provision of this Declaration, the By-Laws or the rules, unless at least seventy-five (75%) percent of the mortgagees holding mortgages recorded at the Rockingham County Registry of Deeds constituting first liens on the Units subject to such mortgages have given their prior written approval, the Unit Owners' Association and the Board of Directors shall not be entitled to:

- a) By act or omission seek to abandon or terminate the Condominium;
- b) Change the pro rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard proceeds or condemnation awards, or (ii) for determining the undivided percentage interests of each Unit in the Common Area;
- c) Partition or subdivide any Unit;
- d) 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 use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause); or

- e) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

The provisions of this paragraph shall not apply to or adversely affect the right and option of the Declarant to expand the Condominium, in accordance with the provisions of this Declaration.

#### XIV. PRIORITY OF FIRST MORTGAGEES

No provision of this Declaration, the By-Laws, 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 first mortgages in the case of the 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. Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, shall not be liable or responsible for such Unit's unpaid dues, charges or assessments which accrue prior to the acquisition of title to such Unit by the mortgagee. In addition, the holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely notice of any condemnation or casualty loss that affects either a material portion of the Condominium, or the



units securing the mortgage; any sixty (60) day delinquency in the payment of assessments or charges owed by the Owners of any Unit on which it holds the mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association and any proposed action which requires the consent of a specific percentage of eligible mortgage holders. The said mortgagee shall request the above in writing.

XV. 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 or 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 to 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.

XVI. WAIVER

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

XVII. GENDER AND NUMBER

The use of the masculine gender herein shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

XVIII. EFFECTIVE DATE

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has placed its seal on this 6<sup>th</sup> day of November, 1985

Corrine M. Brown  
Witness

Corrine M. Brown  
Witness

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

THORNHILL REALTY TRUST

By: Susan Conway, Trustee

THORNHILL CONDOMINIUM, INC.

By: Susan Conway, President

November 6, 1985

Personally appeared Susan Conway, Trustee of the Thornhill Realty Trust and President of Thornhill Condominium, Inc. and acknowledged the foregoing instrument as her free act and deed and that of the said Trust and the Corporation.

Before me,

Corrine M. Brown  
Justice of the Peace

-18- My Commission Expires:  
September 11, 1990



EXHIBIT A  
SUBMITTED LAND FOR THE THORNHILL CONDOMINIUM

Certain tracts or parcels of land situated in the Town of Stratham, County of Rockingham and State of New Hampshire, and bounded and described as follows:

PARCEL I/PHASE I:

Beginning at a point on the southerly side of Rollins Farm Road; thence S.  $61^{\circ} 40' 30''$  W. for a distance of 341.28 feet to a point; thence S.  $77^{\circ} 26' 44''$  W. for a distance of 943.29 feet to a point; thence N.  $39^{\circ} 28' 31''$  W. for a distance of 614.39 feet to a point; thence N.  $14^{\circ} 13' 26''$  E. for a distance of 356.29 feet to a point; thence N.  $13^{\circ} 13' 13''$  E. for a distance of 207.93 feet to a point; thence N.  $14^{\circ} 27' 25''$  E. for a distance of 144.54 feet to a point; thence N.  $17^{\circ} 04' 28''$  E. for a distance of 94.00 feet to a point; thence N.  $85^{\circ} 10' 59''$  E. for a distance of 141.88 feet to a point; thence N.  $21^{\circ} 16' 34''$  E. for a distance of 132.74 feet to a point; thence S.  $44^{\circ} 03' 54''$  E. for a distance of 370.15 feet to a point; thence S.  $28^{\circ} 59' 25''$  E. for a distance of 433.29 feet to a point; thence N.  $30^{\circ} 04' 21''$  E. for a distance of 294.68 feet to a point; thence along a curve along the center line of an unnamed roadway as shown on the below described plan, which curve has a radius of 310.00 and a length of 59.90 feet to a point; thence along a curve with a radius of 400.00 feet and a length of 127.77 feet to a point; thence N.  $37^{\circ} 18' 11''$  E. for a distance of 229.44 feet to a point; thence S.  $26^{\circ} 56' 48''$  E. for a distance of 143.91 feet to a point; thence S.  $20^{\circ} 44' 52''$  E. for a distance of 148.80 feet to a point; thence S.  $12^{\circ} 45' 17''$  E. for a distance of 100.86 feet to a point; thence S.  $06^{\circ} 23' 11''$  W. for a distance of 35.46 feet to a point; thence N.  $88^{\circ} 27' 15''$  E. for a distance of 235.41 feet to a point at the southerly side of the said Rollins Farm Road; thence S.  $01^{\circ} 32' 40''$  E. for a distance of 450.12 feet to the point of beginning.

Meaning and intending to describe Phase I consisting of 22.86 acres as shown on the plan entitled Condominium Plan in Stratham, N.H., Thornhill Condominium, dated March 20, 1986 and recorded at the Rockingham County Registry of Deeds as Plan #D-13498.

PARCEL II/PHASE II:

Beginning at a point at the southerly side of an unnamed roadway as shown on the below described plan; thence S.  $66^{\circ} 30' 47''$  W. for a distance of 223.87 feet to a point; thence S.  $28^{\circ} 59' 25''$  E. for a distance of 433.29 feet to a point; thence N.  $30^{\circ} 04' 21''$  E. for a distance of 294.68 feet to a point; thence along a curve along the said roadway, which curve has a radius of 310.00 feet and length of 229.56 feet; thence N.  $17^{\circ} 29' 55''$  E. for a distance of 40.00 feet to the point of beginning.



Meaning and intending to describe Phase II consisting of a 1.81 acre parcel as shown on a plan entitled Condominium Plan in Stratham, N.H., Thornhill Condominium, dated March 20, 1985 and recorded at the Rockingham County Registry of Deeds as Plan #D-13498.

PARCEL III/PHASE III:

Beginning at a point on the southerly side of the roadway as shown on the below described plan; thence S. 76° 00' 05" W. for a distance of 230.00 feet to a point; thence S. 13° 59' 55" E. for a distance of 120.00 feet to a point; thence N. 76° 00' 05" E. for a distance of 230.00 feet to a point; thence S. 13° 59' 55" E. for a distance of 120.00 to the point of beginning.

Meaning and intending to describe Phase III consisting of a .63 acre parcel as shown on a plan entitled Condominium Plan of Stratham, N.H., Thornhill Condominium, dated March 20, 1985 and recorded in the Rockingham County Registry of Deeds as Plan #D-13498.

PARCEL IV/PHASE IV:

Beginning at a point at the approximate center line of the roadway as shown on the below described plan; thence N. 25° 04' 13" W. for a distance of 326.92 feet to a point; thence N. 67° 25' 56" E. for a distance of 130.89 feet to a point; thence S. 20° 20' 56" E. for a distance of 148.28 feet to a point; thence S. 20° 44' 29" E. for a distance of 139.62 feet to a point; thence S. 24° 53' 01" E. for a distance of 115.86 feet to a point; thence S. 29° 14' 20" E. for a distance of 99.95 feet to a point; thence S. 37° 18' 11" W. for a distance of 229.44 feet to a point; thence along a curve with a radius of 400.00 feet and length of 127.77 feet to a point; thence along another curve with a radius of 310.00 feet and a length of 59.90 feet to a point; thence along another curve with a radius of 310.00 and a length of 229.56 feet to a point; thence N. 17° 29' 55" W. for a distance of 40.00 feet to the point of beginning.

Meaning and intending to describe a parcel of land consisting of 3.90 acres entitled Phase IV as shown on a plan entitled Condominium Plan in Stratham, N.H., Thornhill Condominium, dated March 20, 1985 and recorded in the Rockingham County Registry of Deeds as Plan #D-13498.

EXHIBIT B  
REAL ESTATE DESCRIPTION FOR EXPANDABLE LAND

Certain tracts or parcels of land situated in the Town of Stratham, County of Rockingham and State of New Hampshire, and bounded and described as follows:

PARCEL I/PHASE V:

Beginning at a point at land of Christine A. and Frank L. Eldredge; thence N.  $27^{\circ} 21' 22''$  E. for a distance of 54.13 feet to a point; thence N.  $42^{\circ} 45' 20''$  E. for a distance of 116.31 feet to a point; thence N.  $47^{\circ} 48' 26''$  E. for a distance of 135.24 feet to a point; thence S.  $41^{\circ} 44' 33''$  E. for a distance of 436.61 feet to a point; thence S.  $25^{\circ} 04' 13''$  E. for a distance of 326.92 feet to a point; thence N.  $17^{\circ} 29' 55''$  W. for a distance of 40.00 feet to a point; thence along a curve with a radius of 235.00 feet and length of 123.05 feet to a point; thence N.  $47^{\circ} 29' 55''$  W. for a distance of 21.00 feet to a point; thence N.  $47^{\circ} 20' 24''$  W. for a distance of 358.08 feet to the point of beginning.

Meaning and intending to describe a 2.54 acre parcel entitled Phase V as shown on a plan entitled Condominium Plan in Stratham, N.H., Thornhill Condominium, dated March 20, 1985 and recorded in the Rockingham County Registry of Deeds as Plan #D-13498.

PARCEL II/PHASE VI:

Beginning at a point at land now or formerly of Ruth M. Breslin; thence N.  $25^{\circ} 07' 27''$  E. for a distance of 125.20 feet to a point; thence N.  $26^{\circ} 25' 12''$  E. for a distance of 120.01 feet to a point; thence S.  $47^{\circ} 20' 24''$  E. for a distance of 358.08 feet to a point; thence S.  $47^{\circ} 29' 55''$  E. for a distance of 21.00 feet to a point; thence along a curve with a radius of 235.00 feet and a length of 123.05 feet to a point; thence S.  $17^{\circ} 29' 55''$  E. for a distance of 40.00 feet to a point; thence S.  $66^{\circ} 30' 47''$  W. for a distance of 223.87 feet to a point; thence N.  $44^{\circ} 03' 54''$  W. for a distance of 370.15 feet to the point of beginning.

Meaning and intending to describe a 3.17 acre parcel being Phase VI as shown on a plan entitled Condominium Plan in Stratham, N.H., Thornhill Condominium, dated March 20, 1985 and recorded in the Rockingham County Registry of Deeds as Plan #D-13498.

The above parcels I and II are subject to a certain easement in favor of the Exeter & Hampton Electric Company as



shown on the above described plan. The above described parcels shall have the benefit of the roadway and utilities as shown on the above described plan to the extent of the said roadways and utilities, including the water supply and septic systems, shall service the said Phases IV and V within the said condominium development.

1. The forty-seven (47) unit condominium may be expanded by establishment of additional units within the expandable land areas. The maximum number of additional units is twenty-three (23) units. Those units are shown on the Site Plan referred to in the Declaration and Exhibits A and this Exhibit as being Phases V and VI. Those areas are currently owned by the Thornhill Realty Trust by its Trustee, Susan J. Conway.

2. In the event that the said owner of the expandable lands shall desire Thornhill Realty Trust hereby reserves the right and option to expand the Condominium to a maximum of seventy (70) units.

3. The consent of the unit owners within the forty-seven (47) unit condominium or any units within the expandable land shall not be required with respect to the expansion of the condominium by the Declarant.

4. The Declarant shall declare all the units and related facilities within the expandable land within seven (7) years from the date of this Declaration. This Declaration shall occur by an amendment or amendments to this Declaration which shall describe the land and units and the facilities to be added to the condominium.

5. If any of the expandable or additional land described above shall be added to the condominium, there is no limitation or condition that any particular portion must be added and no condition at all would be added. The portions of the additional land may be added to the condominium at different times. There are no limitations or conditions fixing the boundaries of such portions and no order in which those portions may be added.

6. The locations of any improvements that may be made on any portion of the additional land added to the condominium are those as shown on the plan showing the maximum development of both the within submitted land and the expandable or additional land, that plan showing seventy (70) units and related facilities as referred to above and in Exhibit A. The Declarant reserves the right and option to change or modify the said Plan or development as shown on the said Site Plan and the Declarant makes no assurances that any portion of or all of the additional land shall be developed in accordance with that plan or any other plan.

7. The maximum number of condominium units that may be created on the additional land shall be twenty-three (23)



units. The total acreage within the additional land is ~~5.71~~ <sup>MANAGEMENT, LLC</sup> acres.

8. All of the additional land shall be restricted to residential and related uses.

9. In the event that additional units are constructed within the expandable land, the structures, buildings and improvements are intended to be compatible with the structures on the submitted land in terms of quality of construction and principal materials to be used and architectural style. Provided, however, that the Declarant reserves the right to alter the construction, principal materials and architectural style in the event that by reason of the unavailability of any materials or market conditions, the Declarant shall decide that such alteration is necessary.

10. The intended improvements to be made on the additional land which may be added to the condominium other than the units and the buildings containing the units are a roadway, private septic and water facilities and parking areas. No assurances are made by the Declarant that any of the above improvements shall be made.

11. Any units created on any portion of the additional land added to the condominium are intended to be substantially identical to the units on the submitted land. Provided, however, that the Declarant reserves the right to alter the design layout, size, quality or other significant characteristics of the units which may be created within the additional land if, by reason of the availability of materials or market conditions, the Declarant shall decide to make such alterations.

13. The Declarant reserves the right to create limited common areas within the additional land which include the septic systems, wells, and parking areas associated with the buildings which may be constructed within the additional land. The Declarant makes no assurances that any specific portion of the additional land, including any common land, will be allocated to the limited common areas.

14. The Declarant shall file site plans and floor plans showing the improvements and depicting the units contained within any additional land or portion thereof which may be added to the condominium. Such plans shall be filed at the time of the recording of any amendment to the Declaration which submits any of the additional land to the Declaration. Any such amendment or amendments to this Declaration shall contain all of the provisions relating to the additional land and improvements thereon as shall be required by R.S.A. Chapter 356:B.