


Cathy Ann Leary

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Durbin Law Offices PLLC
144 Washington Street
Portsmouth, NH 03801

**DECLARATION OF CONDOMINIUM
MARCH FARM WAY CONDOMINIUM**

**NH Route 33 / 11-13 March Farm Way
Greenland, NH**

THIS DECLARATION is made this 27th day of March, 2020, by **Thurken IV, LLC**, a domestic limited liability company, with an office address of 100 Market Street, Suite 303, Portsmouth, New Hampshire, (hereinafter called the "Declarant"), for the purposes of submitting certain property located at NH Route 33 / 11-13 March Farm Way, Greenland, New Hampshire to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA Chapter 356-B, as amended (hereinafter sometimes called the "Act"); and

WHEREAS, Declarant is record owner of a certain tract of land and improvements thereon ("Land" or "Property") situated at NH Route 33 / 11-13 March Farm Way, Greenland, County of Rockingham, New Hampshire, conveyed by Warranty Deed recorded September 15, 2015 in the Rockingham County Registry of Deeds at Book 5653, Page 2948, as more particularly described in **Exhibit A** attached hereto, together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances described in **Exhibit A** or referenced herein (collectively, said real estate and personal property is hereafter referred to as the "**March Farm Way Property**" or the "**Submitted Property**"); and

WHEREAS, the Declarant intends by this Declaration to create a Condominium from the Submitted Property consisting of two (2) land units (hereinafter referred to as the "Units" or "Condominium Units") and the improvements thereon and amenities and Common Area associated therewith, to be known as the "March Farm Way Condominium"; and

WHEREAS, Declarant intends to sell and convey Units in said Condominium, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvement of the Condominium for the benefit of all of said Units and the future Owners thereof;

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

ARTICLE 1 DEFINITIONS

- 1-100** Certain of the terms as used in this Declaration and in the Bylaws (which are attached hereto as **Exhibit B**) are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore.
- 1-101** “Act” means the New Hampshire Condominium Act, as amended (RSA Chapter 356-B).
- 1-102** “Assessment” means that portion of the cost of repairing and managing the property which is to be paid by each Unit Owner according to each Unit Owner percentage of undivided interest in the Common Area.
- 1-103** “**Association**” or “**Association of Owners**” or “**March Farm Way Condominium Association**” means the Unit Owners acting as a group in accordance with the Act, the Declaration and the Bylaws as the governing body of the Association.
- 1-104** “Building” means a structure located on a Unit located on the Property subject to this Condominium.
- 1-105** “Bylaws” means the instrument attached hereto as **Exhibit B** and made apart hereof, which instrument provides for the self-governance of the Condominium by the Association.
- 1-106** “Common Area” means that portion of the Condominium, other than the Units, and is more particularly described in Article 2-500 hereof. Common Area includes Limited Common Area, if any.

- 1-107** “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and for maintenance of reserves pursuant to the provisions of the Condominium Instruments; “Future Common Expenses” shall mean Common Expenses for which assessments are not yet due and payable.
- 1-108** “Common Income” means all income collected or accrued by or on behalf of the Association, other than income derived from a special assessments against individual Units as provided for in Article 5-100 or Article 7-100 hereof.
- 1-109** “Condominium” means the real property and any interests therein described in **Exhibit A** attached hereto.
- 1-110** “Condominium Instruments” is a collective term referring to this Declaration, the By-Laws, the Condominium Site Plan, recorded pursuant to the provisions of the Act. Any appendix, exhibit, schedule, or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Act.
- 1-111** “Condominium Rules” means such Rules as the Association from time to time may adopt relative to the use of the Condominium, or any part hereof.
- 1-112** “Condominium Site Plan” means the plan entitled, Amended Condominium Site Plan Tax Map R-21 Lot 55 Property of Thurken IV, LLC NH Route 33/11-13 March Farm Way Greenland, New Hampshire County of Rockingham”, prepared by MSC, a division of TFMoran, Inc., dated May 30, 2018, last revised February 28, 2020, and recorded in the Rockingham County Registry of Deeds on or near date herewith, consisting of one or more sheets depicting the real property that comprises the Condominium, subject to the terms of this Declaration, and which may be amended and/or updated from time to time.
- 1-113** “Declarant” means Thurken IV, LLC, a domestic limited liability company, with an office address of 100 Market Street, Suite 303, Portsmouth, N.H. 03801.
- 1-114** “Declaration” means this instrument and all of its Exhibits or Appendices, to be recorded in the Rockingham County Registry of Deeds, as amended from time to time.

- 1-115 "Limited Common Area," if any, means a portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Units.
- 1-116 "March Farm Way Condominium" means the premises described in **Exhibit A** attached hereto, including the Land, the building and other improvements now or hereafter erected thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, owned by Association which has been or is intended to be submitted to the provisions of the Act.
- 1-117 "Percentage of Interest" or "Percentage of Undivided Interest" or "Share" means the percentage of undivided interest in and to the Common Area attributed to each Unit as set forth in Article 2-700 and **Exhibit C**.
- 1-118 "Property" means the land, the buildings and all other improvements heretofore and hereafter constructed or placed thereon, all easements, rights and appurtenances thereto and all articles of personal property intended for common use in connection therewith which have been or are intended to be submitted to the provisions of the Act and which are more particularly described in **Exhibit A** attached hereto.
- 1-119 "Registry" means the Rockingham County Registry of Deeds.
- 1-120 "Reserved Rights" means those assets, property, rights and matters which are reserved to the Declarant, if any.
- 1-121 "Unit" means a part of the Condominium intended for independent ownership, together with the undivided interest in the Common Area appertaining to that Unit.
- 1-122 "Unit Owner" or "Owner" means one or more persons who own a Unit.

ARTICLE 2

INFORMATION REQUIRED BY SECTION 356-B:16

- 2-100 **Name.** The name of the Condominium is and shall be March Farm Way Condominium and the name of the Association shall be March Farm Way Condominium Association.
- 2-200 **Location.** The Condominium is located at 11-13 March Farm Way, in the Town of Greenland, County of Rockingham, and State of New Hampshire.
- 2-300 **Description of Submitted Land.** A legal description of the land submitted to the Act is described in **Exhibit A** attached hereto and made a part hereof.
- 2-400 **Description of Units.**

(i) Units. The units created hereunder consist of land more and as shown on the Condominium Site Plan recorded on or near date herewith. Each of the units shall

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 any other individual unit. Appended hereto and made a part hereof is **Exhibit C** which lists the Units, their respective identifying numbers or Unit designations, and the Undivided Percentage Interests in the Common Area appurtenant to each. **Exhibit C** shows the Undivided Percentage Interests in the Common Area.

(ii) Unit Boundaries. The boundaries of each unit are generally as follows:

(a) Horizontal Boundaries: The horizontal boundaries of each unit shall be as established by the metes and bounds description in Exhibit A herein.

(b) Vertical Boundaries: The upper and lower vertical boundaries of each unit shall be the following boundaries extended to an intersection with the horizontal boundaries:

(1) Lower Boundary: Fifteen feet below the unexcavated ground level and including the utilities and drainage structures servicing the site.

(2) Upper Boundary: The space above the unexcavated ground level including the utilities servicing the site, except as limited by applicable law, including local zoning regulation.

The Owner of each Unit shall be deemed to own, in addition to the Unit itself, all structures, plantings, improvements, water wells and supply and other improvements located on or constructed within the bounds of the Unit subject to the provisions of this Declaration, Bylaws and Rules.

2-500

Description of Common Area.

Common Area consists of the entire Submitted Property other than the Units. The Common Area includes, but not by way of limitation the following items to the extent such items are not located within Condominium Units:

The Land, drainage and walks, shrubbery and other plantings, interior roads, and other land and interests in land from time to time described herein or on recorded Site Plan; walking trails and any other amenities constructed or which may be constructed on the Land and all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, and including the rights and easements set forth herein or on the recorded Site Plan.

The Common Area also includes electrical, telephone and other utility systems, and facilities for the furnishing of utility services, serving the Condominium to the extent said systems and facilities are located within the Property and 'are not owned by the supplier of the utility service (but not including any portions thereof located within a single Unit and serving only that Unit).

2-600

Description of Limited Common Area. No Limited Common Area has been assigned to Units A through B.

2-700

Common Area Interest. An undivided interest in the Common Area is allocated to each Condominium Unit as shown on **Exhibit C** attached hereto. There shall appertain to each Condominium Unit in the Condominium, for voting purposes in connection with meetings of the Association, a vote equal to the Unit's percentage interest in the Common Area. Where a Condominium Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

2-800

Statement of the Purposes of Condominium Use and Construction.

(i) The Condominium is intended for Commercial purposes only. Residential use of any nature or kind shall not be permitted unless such use conforms with the Town

of Greenland's Zoning Ordinance, as amended. Hours of operation for Units are governed by Town of Greenland Zoning Ordinance and such Condominium Rules as may be adopted by the Board. The units shall comply with the local, state, and federal health, and life safety codes and applicable building codes, and shall obtain all permits and approvals for said use required by the Town of Greenland.

(ii) When the construction of the buildings on a Unit is begun, work shall continue without significant interruption and shall be completed not more than eighteen (18) months from the commencement date. Failure to comply shall result in a fine of \$100.00 per day for every day the structure remains incomplete. Upon a showing of unusual circumstances, the Declarant or Board of Directors may approve a variance from any of the provisions of the above restrictions.

2-801 Each unit shall be occupied and used only for appropriate commercial and business purposes by the Owner, or by lessees or guests of the owner, permitted by ordinance, provided that the conduct of such occupation does not alter the character of the Units and/or Common Areas, and except for the rights retained by the Declarant in Article 2-806. 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 hereof and such leases have a term of twelve (12) months or more, and a copy of the lease is submitted beforehand to the Association.

2-802 No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and anyone causing such damage shall pay the expense incurred by the Association in repairing the same. Nothing shall be altered, constructed, or removed from the Common Area without the prior written consent of the Association.

2-803 No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto.

- 2-804 Signs shall require the approval of the Association before being erected in the Common Area.
- 2-805 **Conversion of Convertible Land.** There is no convertible land in this condominium.
- 2-806 The Declarant shall be deemed to be the owner of any Condominium Units not sold by the Declarant for voting and other purposes. The Declarant expressly reserves for itself, its representatives and assigns, the right to show any such Unit for the purpose of sale, including the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Condominium Units by or the rights of the respective Unit Owners.
- 2-807 The Association, by a vote of a majority of the undivided interests in the Common Area, is empowered to adopt and amend, from time to time, Condominium Rules concerning the use of the Condominium and various parts thereof, which Regulations shall be furnished in writing to all Unit Owners and which Regulations shall not be violated.
- 2-808 **Expansion of the Condominium.** This condominium may not be expanded.
- 2-809 None of the rights and obligations of the Owners created herein or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments, except to the extent that: (a) any Unit or Common Area encroaches on any other Unit or Common Area by reason of any deviation from the Site Plan in the construction, repair, renovation, restoration, or replacement of any improvement, or (b); by reason of the settling or shifting of any land or improvement, and (c) valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.
- 2-810 All maintenance and use by Unit Owners of parking spaces and other Condominium facilities shall be done so as to preserve the appearance and character of the Condominium without modification.
- 2-811 **Easements, Covenants and Restrictions.**
- (i) Each Unit Owner shall have an easement in common to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located within any other Unit and serving said Owner's Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the Condominium. Every portion of a Unit that contributes to the structural support of the Condominium improvements shall be burdened with an easement of structural

support for the benefit of all other Units and the Common Area. Any costs associated with the entry into a Unit to repair what is determined to be a Unit Owner's property and/or maintenance responsibility shall be assessed to the Unit, including, but not limited to time, labor, materials and attorney's fees, if any.

(ii) Subject to the provisions of this Declaration, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the other Unit Owner for ingress and egress through and use and enjoyment of all Common Areas and each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of all Common Areas by persons lawfully using or entitled to the same.

(iii) The Declarant shall, until completion of all Condominium improvements required to be completed by the Declarant under the Condominium Site Plan, have the right of ingress and egress over, upon and across the Common Area and any Unit containing Common Area and to make such other use thereof as may be reasonably necessary and incident to the construction, maintenance, repair and upkeep of the Condominium, but the Declarant shall not unduly interfere with the Unit Owners and their rights to use the same.

(iv) The submission of the Property is subject to all covenants, conditions, easements and restrictions of record, including but not necessarily limited to:

- (a) That described and depicted on the Condominium Site Plan;
- (b) That described and depicted on a plan entitled "Amended Easement Plan, Tax Map R21 Lots 55A and 55B, Property of, Thurken IV, LLC, NH Route 33/March Farm Way, Greenland, New Hampshire, County of Rockingham", by MSC, a division of TF Moran, dated March 15, 2016, and recorded in the Rockingham County Registry of Deeds as Plan D-41114;
- (c) That described in a Declaration of Conditional Reciprocal Easements by Thurken IV LLC, dated March 30, 2016, and recorded in the Rockingham County Registry of Deeds at Book 5702, Page 519;
- (d) That described in a Water Line Easement Deed from Thurken IV LLC to the City of Portsmouth, dated June 2, 2016, and recorded in the Rockingham County Registry of Deeds at Book 5720, Page 1307;
- (e) That described on a plan entitled, "Amended Easement Plan, Tax Map R21 Lots 55 and 55A, Property of, Thurken IV, LLC and Sarnia Properties, Inc, NH Route 33/11-13 March Farm Way, Greenland, New Hampshire, County of Rockingham", prepared by MSC, a division of TF Moran Inc., dated March 30, 2016 with revision 4 dated 3-25-20. Said Plan is to be recorded on even date herewith.

(v) The Association shall have perpetual easements 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 but not limited to, cable, water, sewage disposal, snow removal, telephone, gas, cable, internet and electrical systems, all for the benefit of the respective Unit Owners, as the case may be, which reservation includes the

right to convey such easements directly to suppliers and/or distributors of such utility services. The intent of this Section is to grant the Association the perpetual right to allow utility and other providers to enter onto the Common Area to inspect, maintain and otherwise access the utility services, which permission shall not be unreasonably withheld to utility providers. It is particularly noted that no use shall be permitted which could directly or indirectly degrade the quality of the Property.

(vi) The Association and the Owner of 8 March Farm Way, Greenland, New Hampshire (identified as R-21, Lot 55A), together with their heirs successors and assigns, shall have a perpetual easement appurtenant in Condominium Land Units A and B for the purpose of subsurface disposal lot loading, as more specifically identified and shown on a Plan entitled, "Amended Easement Plan, Tax Map R21 Lots 55 and 55A, Property of, Thurken IV, LLC and Sarnia Properties, Inc, NH Route 33/11-13 March Farm Way, Greenland, New Hampshire, County of Rockingham", prepared by MSC, a division of TF Moran Inc., dated March 30, 2016 with revision 4 dated 3-25-30. The Easement Area consists of 2.00-acres of land, more or less. Said Plan is to be recorded on even date herewith. For further title reference to 8 March Farm Way (R-21, Lot 55A), see Deed recorded in the Rockingham County Registry of Deeds at Book 5702, Page 523.

2-900

Person to Receive Service of Process.

Any Board member of the Association shall be the person to receive service of any lawful process in any proceeding arising under the act against the Association.

Service of any lawful process in any proceeding arising under the Act against the Declarant may be made by serving the Declarant at its address herein. Service of process may also be made pursuant to RSA 356-B:68.

ARTICLE 3
INSURANCE AND VOTING IN THE
EVENT OF DAMAGE OR DESTRUCTION

- 3-100** **Insurance to be Obtained.** The Association shall obtain and maintain, to the extent obtainable, the following insurance:
- 3-101** A master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of all structures that in whole or in part comprise portions of the Common Area of the Condominium.
- 3-102** A master liability policy in such amounts as the Association from time to time determines, but in no event shall the limits of liability be less than Two Million Dollars (2,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Unit Owners' Association, all persons acting or who may come to act as agents or employees of the Unit Owners' Association with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit, or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any of the other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his Unit or within the Limited Common Area, if any, over which he has exclusive use.
- 3-103** Workmen's compensation insurance as required by law; and
- 3-104** Such other insurance as the Association may determine, including any specialized policies covering lands or improvements in which the Unit Owners' Association has or shares ownership or other rights.
- 3-200** **General Insurance Provisions.**
- 3-201** The Association shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Article 3-100 above, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 above (prior to the expiration date

set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Article.

3-202

The Association shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

- (a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Association, owners, except in cases of arson or fraud;
- (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has "no control";
- (c) Shall provide that such policies may not be canceled or substantially modified without at least thirty days' written notice to all of the insureds thereunder (including Unit Owners) and all mortgagees of Condominium Units in the Condominium;
- (d) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by owners or their mortgagees; and,
- (e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

3-203

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

3-204

The Association shall use its best efforts to obtain a cost breakdown of the insurance premium associated with each Unit for the purpose of allocating the cost of the insurance premium by use. In the event the Association is unable or unwilling to obtain a breakdown of the insurance premiums, then the insurance premiums will be paid by all Unit Owners based on percentage ownership.

3-205

If a Commercial Unit contains a restaurant, it shall be required to purchase liquor liability

and all other insurance required for said use and provide proof of coverage to the Association upon request.

- 3-300** **Procedure in the Event of Damage or Destruction.** In the event of damage or destruction of all or part of the Condominium, as a result of fire or other casualty the proceeds of the master policy shall be used to repair, replace or restore the structure or common area damaged by casualty unless the unit owners vote to terminate the condominium in accordance with RSA 356-B:34.

ARTICLE 4

EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

- 4-100** Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of such unit.
- 4-200** Each Unit Owner shall own an undivided interest in the Common Area equal to his percentage of undivided interest in the Common Area as set out in the Article 2-700 and **Exhibit C** attached hereto. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each Unit Owner may use the Common Area, in accordance with the purposes for which it is intended, so long as each Unit Owner does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any Condominium Rules adopted pursuant to said provisions.
- 4-300** Subject to the provisions of this Declaration, each Owner shall be entitled to the use of the Limited Common Area, if any, appurtenant or designated to his Unit. The use of the Limited Common Area shall not be altered without the consent of all the Unit Owners affected expressed in an amendment to the Declaration duly recorded and, without such consent, shall not be separated from the Unit(s) to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit(s) even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5
OWNERS OBLIGATION TO REPAIR

5-100

Each Unit Owner shall, at his own expense, keep his Condominium Unit and any Limited Common appertaining thereto, if any, and any improvements therein, in good order, condition and repair and shall be responsible for the same.

Each owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing water services or waste removal to the Condominium or any portion thereof. In the event an Owner fails to make repairs that are the Unit Owner's responsibility hereunder after thirty (30) days written notice of the need for the same is given to him by the Association, the Association may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work on his Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his Unit.

ARTICLE 6
PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-100** No Unit Owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and without first obtaining the written consent of the Association:
- 6-101** Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of a building or any other structure in the Condominium;
- 6-102** Impair any easement or right or personal property which is a part of the Condominium;
- 6-103** Paint or decorate any portion of the exterior of the Building, paint or decorate any exterior portion of a Unit entry door.
- 6-105** A Unit Owner shall not be prohibited from making improvements or alterations within his Unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the condominium.
- 6-106** The provisions of this Article 6 shall not apply to the Declarant or any Units owned by the Declarant.

ARTICLE 7
ENTRY FOR REPAIRS

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

ARTICLE 8 BYLAWS

8-100 The Bylaws shall be as set forth in **Exhibit B** attached hereto.

ARTICLE 9 CONVEYANCES

9-100 The sale and leasing of Condominium Units shall be subject to the following provisions, notwithstanding anything herein elsewhere contained;

9-200 A Unit may be sold or leased by its Owner without the approval of the Declarant or the Association, provided however, that any lease or rental agreement must be in writing and no Unit may be leased or rented for less than twelve (12) months. Any lease must be submitted to the Association before the effective date.

9-300 **Notice to Association.** The Unit Owner intending to make a sale of his Condominium Unit shall give reasonable advanced notice of the sale to the Association and the provide the address and other contact information of the intended purchaser as the Association may reasonably require for record keeping purposes, but this shall not be construed as granting the Association the right of approval for Unit sales.

ARTICLE 10 ASSESSMENTS

10-100 Except as otherwise provided for herein or in the By-Laws attached hereto as **Exhibit B**, each Unit Owner shall pay all common expenses assessed against such Unit, all expenses for which the unit owner is liable, and all other assessments made against him by the Association in accordance with the terms of the Declaration and Bylaws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46 and 46-a (Supp.). No owner shall convey, mortgage, sell, or lease his Condominium Unit unless and until he shall have paid in full to the Association all such expenses theretofore incurred and sums theretofore assessed by the Association against his condominium unit which are due and unpaid. Any unit owner or purchaser of a Condominium Unit having executed a contract for the disposition of said Condominium Unit shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that Condominium Unit. Such request shall be in writing and shall be directed to the Association. The statement shall be binding on the Association and every Unit Owner. Payment of a fee not exceeding Fifty Dollars (\$50.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a Condominium Unit shall be liable for the payment of any such expenses or assessments against said Condominium Unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or other purchaser at the foreclosure sale of

said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, if the law does not make such mortgagee or purchaser liable, but shall be liable for unpaid expenses and assessments becoming due thereafter.

- 10-200** The Association shall have the right to charge a fee of Twenty-Five Dollars (\$25.00) on any unpaid Common Expense after twenty (20) days plus interest at Eighteen (18%) per annum, or at the maximum lawful interest rate for unpaid common expenses or other expenses or assessments from the due date. In addition, it shall have the right to charge Unit Owners Five Dollars (\$5.00) per month for duplicate billing charges, and other costs including attorney's fees in the event the Association is required to proceed with collection to obtain payment of such expenses. Any lien may be exercised for any unpaid common expenses or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid common expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46, I. The lien, including interest, costs and attorney's fees may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgage, or by suit brought in the name of the Association, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.
- 10-300** Each Unit Owner shall be assessed for its proportionate water usage, which shall be calculated on at least a bi-annual basis.
- 10-400** The Owner of Unit B shall be assessed a total of \$6,000.00 per year for road treatment, plowing, sanding, salting and other routine maintenance of the common drive providing primary access to the Units. The Owner of Unit B shall not be responsible for paying any other common expenses associated with the routine maintenance of the common drive other than the \$6,000.00 annual assessed amount provided for herein.

ARTICLE 11
EMINENT DOMAIN

- 11-100** The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of the Condominium.

ARTICLE 12
WAIVER

- 12-100** The failure of the Association to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner with knowledge of the breach of any covenant hereto shall not be deemed a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

ARTICLE 13
LIABILITY OF THE MEMBERS OF THE ASSOCIATION

- 13-100** The members of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willfulness, misconduct, or bad faith and except as provided for below. The Association shall indemnify and hold harmless each of the members of the Association against all contractual liability to others arising out of contracts made by the Board on behalf of the Association. It is intended that the members of the Association shall have no liability, other than as Unit Owners, with respect to any contract made by them on behalf of the Association. It is also intended that the liability of each unit owner arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the members of the Association shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Association and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Association or any other insured the liability insurance provisions of Article 3.

ARTICLE 14 ENFORCEMENT

- 14-100** Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the Condominium Rules as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Condominium Rules and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the unit owners, or in a proper case, by an aggrieved Unit Owner.

ARTICLE 15 PERSONAL PROPERTY

- 15-100** The Association may acquire and hold, for the benefit of the Unit Owners, personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the unit owners in the same proportion as their respective shares in other Common Area. A transfer of a Condominium Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16 CONTROL BY THE DECLARANT

- 16-100** The Declarant shall have the right to exercise the powers and responsibilities assigned by the condominium instruments and by RSA 356-B to the Unit Owners Association, either directly or through its appointed manager. Pursuant to RSA 356-B:36, I, the right to control herein reserved to the Declarant shall continue for a period of two (2) years from the date this Declaration is recorded, or until three quarters (3/4) of all Units to which the common areas appertain have been conveyed, whichever occurs first. The Declarant shall, during this period, have the right and responsibility to appoint the manager and exercise all functions of the Association as provided in RSA 356-B:36. The Declarant shall provide the Unit Owners with advance written notice of the date for turnover of control to allow for the establishment of the Association and election of its Board of Directors.

ARTICLE 17
RSA 356-B:34, II

17-100 If applicable as related to an amendment for residential purposes, the Association, in accordance with RSA 356-B:34, II, by a vote of at least 2/3rds of the members, is authorized to consider and adopt amendments to this Declaration and to the Bylaws that may be required in order to comply with the duly adopted regulations of the FHLMC or the FNMA.

17-200 **First Mortgagee's Rights.**

Notwithstanding anything to the contrary set forth in this Declaration, the prior written approval of the mortgage lenders holding first mortgages on the Units will be required for the Association to do or permit to be done any of the following:

- (a) adoption of an amendment to this Declaration which changes the undivided interest of the Units in the Common Area, except for amendments to this Declaration resulting from the addition of Units or contractions of the condominium as a result of substantial damage to portions of the Property or condemnation;
- (b) the abandonment or termination of the condominium;
- (c) the partition or subdivision of a Unit;
- (d) the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area, except for the dedication of portions of the Common Area or the granting of easements for public utilities or other public purposes consistent with the intended use of the Property;
- (e) the sale of the Property;
- (f) the removal of a portion of the Property from the provisions of RSA 356-B and of this Declaration;
- (g) the use of hazard insurance proceeds for losses of Condominium Property (whether to Units or Common Areas) for other than repair, replacements or reconstruction of such Units or Common Areas.

However, the consent of first mortgagees will not be required with respect to any action under (a) through (g) above which occurs as a result of (i) substantial damage due to fire or other casualty; or (ii) a taking of a portion of all of the Property by condemnation or eminent domain.

Timely written notice of the foregoing actions shall be required of the Association if requested by the holder, insurer or guarantor of a first mortgage on a Unit, including notice of any delinquency in assessments owed by a Unit Owner; change in the number of votes pertaining to any Unit or the interest of the Unit Owner in

the Common Area; and any lapse, cancellation or material modification to the insurance policy of the Association.

17-300

Notice to First Mortgagees.

Each Unit Owner shall notify the Association of the name and address of Unit Owner's first mortgagee and the Association shall maintain a record of such information with respect to all Units in a book or computer file entitled "Mortgagees of Units." Each first mortgagee shall have the right to examine the books and records of the Association at any reasonable time. Upon the specific written request of a first mortgagee to the Board, the first mortgagee shall receive some or all of the following as designated in the request:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Association to the Unit Owner of the Unit covered by the first mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of any decision by the Unit Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Unit in excess of \$5,000.00 or any part of the Common Area in excess of \$10,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; or
- (g) Notice of any default of the Unit Owner of the Unit which is subject to the first mortgagee's mortgage, where such default is not cured by the owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

The request of a first mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a first mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The association need not inquire into the validity of any request made by a first mortgagee hereunder and in the event of multiple requests from purported first mortgagees of the same Unit, the Association shall honor the most recent request received.

17-400

Insurance Proceeds/Condemnation Awards.

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property, or (ii) any distribution the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Unit owners and their respective first mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over the first mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, however, that nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property after a casualty occurrence or after condemnation or taking by eminent domain of a part of the Property.

**ARTICLE 18
NOTICES**

18-100

All notices hereunder, and under the Bylaws and the Act to the Association shall be sent by United States mail to the **Thurken IV, LLC, c/o Richard Landry, 100 Market Street, Suite 303, Portsmouth, NH 03801**, or to such other address as the Association may designate from time to time, by notice in writing to all Unit Owners. All such notices to unit owners shall be sent to the address of the owners at their respective Units and to such other addresses as any of them may have designated to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Until the Association is formed, notices to the Declarant shall be sent to **Thurken IV, LLC, c/o Richard Landry, 100 Market Street, Suite 303, Portsmouth, NH 03801**.

**ARTICLE 19
SEVERABILITY**

19-100

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

**ARTICLE 20
GENDER**

20-100

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

**ARTICLE 21
INTERPRETATION**

- 21-100** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

**ARTICLE 22
AMENDMENT**

- 22-100** Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all Unit Owners, cast in accordance with the provision hereof and of the Bylaws, which amendment shall become effective upon recordation at the Rockingham County Registry of Deeds. So long as the Declarant owns one or more units, no amendment to the Declaration shall be adopted which could interfere with the sale, lease or other disposition of such units, except with the consent, in writing, of the Declarant. No such amendment shall be contrary to the provisions of the Condominium Act.

**ARTICLE 23
RELOCATION OF BOUNDARIES BETWEEN UNITS**

- 23-100** Boundaries between Condominium Units may be relocated in accordance with RSA 356-B:31.

**ARTICLE 24
SUBDIVISION OF UNITS**

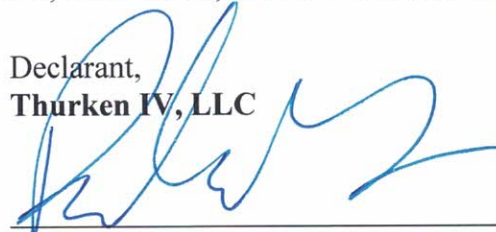
- 24-100** The Condominium Units may be subdivided in accordance with RSA 356-B:32, the laws of the Town of Greenland, state and federal law.

IN WITNESS HEREOF, the Declarant, Thurken IV, LLC has executed this Declaration on the date and year first above written.

March 27, 2020

By:

Declarant,
Thurken IV, LLC



Richard E. Landry, Jr., Sole
Member/Manager, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 27th day of March 2020, by Richard E. Landry, Jr., Sole Member/Manager and Duly Authorized Agent of Thurken IV, LLC, as Declarant of March Farm Condominium Association for the purposes herein contained.



Notary Public/Justice of the Peace

My Commission Expires: 4/22/2020



EXHIBIT A

Being a 1,234,022± square foot (28.33± acres) parcel of land located on the easterly side of NH Route 33 aka Greenland Road in the Town of Greenland, County of Rockingham, State of New Hampshire. Said parcel being shown as "Lot A (Map R21 Lot 55A)" on a plan entitled "Subdivision Plan Tax Map R-21 Lots 55 & 55A Property of Thurken IV, LLC NH Route 33/Greenland Road Greenland, New Hampshire County of Rockingham" prepared by MSC, a division of TFMoran, Inc., dated May 29, 2014 with revision 8 dated 04/15/2015 and is recorded at the Rockingham County Registry of Deeds as Plan # D-39065. Said parcel being bounded northwesterly by the easterly sideline of Route 33 aka Greenland Road, northerly by land now or formerly of TA Operating LLC dba Travel Centers of America recorded in Deed Book 2507 Page 1184, easterly by the westerly sideline of the New Hampshire Turnpike (Interstate-95), southerly by land now or formerly of Syphers Living Trust recorded in Deed Book 3563 Page 2213 and Packer Brook aka Haines Brook, southwesterly by land now or formerly of Hansig Realty Trust LTD Partnership recorded in Deed Book 2666 Page 67 and westerly by land now or formerly of Sarnia Properties, Inc. recorded in Deed Book 5702 Page 523 being shown as "Lot B (R21 Lot 55) on the aforementioned plan and is more particularly described as follows:

BEGINNING at a railroad spike at the intersection of the easterly sideline of NH Route 33 and March Farm Way (a private drive); thence along a curve to the left with a radius of 2,367.01 feet, an arc length of 418.16 feet, a chord bearing of N 36°38'40" E, and a chord distance of 417.62 feet to a granite bound with drill hole at said land of TA Operating LLC, dba Travel Centers of America; thence along said land of TA Operating LLC, dba Travel Centers of America the following eight courses:

S 27°47'00" E a distance of 83.12 feet to an iron rod; thence
S 32°04'15" E a distance of 72.99 feet to an iron rod; thence
S 38°39'05" E a distance of 95.91 feet to an iron rod; thence continuing
S 38°39'05" E a distance of 3.73 feet to a drill hole in a stone bound; thence
S 40°40'20" E a distance of 152.23 feet to an iron rod; thence
S 77°27'21" E a distance of 161.94 feet to a railroad spike in pavement; thence continuing
S 77°27'21" E a distance of 5.06 feet to a magnetic nail in pavement; thence
S 40°40'21" E a distance of 223.21 feet to a drill hole in a large stone in the westerly sideline of the New Hampshire Turnpike (Interstate-95); thence along said sideline of the New Hampshire Turnpike (Interstate-95) the following three courses:

S 23°23'51" W a distance of 202.84 feet to a New Hampshire Highway bound; thence continuing
S 23°23'51" W a distance of 799.31 feet to a New Hampshire Highway bound; thence continuing
S 23°23'51" W a distance of 934.00 feet to a point at the former location of Packer Brook at said land of Syphers Living Trust; thence along said land of Syphers Living Trust and the former location of said Packer Brook N 29°45'29" W a distance of 253.45 feet to the present centerline of Packer Brook; thence along the present centerline of Packer Brook and said land of Syphers Living Trust in a generally northwesterly direction 863± feet to a point; thence along said land of Hansig Realty Trust LTD Partnership the following five courses:

N 81°27'00" E a distance of 62.54± feet to a point; thence
N 35°45'40" E a distance of 18.68 feet to a point; thence
N 38°24'41" E a distance of 171.37 feet to a point; thence

N 35°46'12" E a distance of 137.45 feet to a point; thence
N 26°37'00" E a distance of 15.51 feet to a point in the centerline of Packer Brook; thence along
the centerline of Packer Brook and said land of Hansig Realty Trust LTD Partnership in a generally
northwesterly direction 324± feet to a point; thence along said land of Sarnia Properties, Inc. the
following ten courses:

S 87°16'16" E a distance of 357.59± to an iron rod; thence

N 56°56'45" E a distance of 440.15 feet to an iron rod; thence

N 23°23'51" E a distance of 64.00 feet to an iron rod; thence

N 66°36'09" W a distance of 66.00 feet to an iron rod; thence

N 23°23'51" E a distance of 147.44 feet to an iron rod; thence

N 40°40'20" W a distance of 116.75 feet to an iron rod; thence

S 23°23'51" W a distance of 230.49 feet to a railroad spike in the pavement of March Farm Way
(a private drive); thence

N 66°36'08" W a distance of 93.09 feet to a railroad spike in the pavement of March Farm Way (a
private drive); thence

Along a curve to the right with a radius of 135.00 feet, an arc length of 39.77 feet and central angle
of 16°52'49" to a railroad spike in the pavement of March Farm Way (a private drive); thence

N 49°43'20" W a distance of 219.65 feet to the point of **BEGINNING**....containing 1,234,022±
square feet (28.33± acres), more or less.

In the event of discrepancy between what is depicted on the recorded plan for metes and bounds
and described above, the plan shall control.

Subject to and/or benefited all recorded easements, restrictions and covenants of record, including
but not limited to:

That described and depicted on a plan entitled "Amended Easement Plan, Tax Map R21
Lots 55A and 55B, Property of, Thurken IV, LLC, NH Route 33/March Farm Way,
Greenland, New Hampshire, County of Rockingham", by MSC, a division of TF Moran,
dated March 15, 2016, and recorded in the Rockingham County Registry of Deeds as Plan
D-41114;

That described in a Declaration of Conditional Reciprocal Easements by Thurken IV LLC,
dated March 30, 2016, and recorded in the Rockingham County Registry of Deeds at Book
5702, Page 519;

That described in a Water Line Easement Deed from Thurken IV LLC to the City of
Portsmouth, dated June 2, 2016, and recorded in the Rockingham County Registry of
Deeds at Book 5720, Page 1307;

Being the same premises conveyed to Thurken IV LLC by Warranty Deed dated September 15,
2015 recorded in the Rockingham County Registry of Deeds at Book 5653, Page 2948. *See also*,
Corrective Warranty Deed recorded at Book 5694, Page 2476.

EXHIBIT B

BYLAWS OF MARCH FARM WAY CONDOMINIUM ASSOCIATION

**NH Route 33 / 11-13 March Farm Way
Greenland, NH**

1. PURPOSE AND DEFINITIONS

Purpose. The administration of March Farm Way Condominium (the "Condominium") shall be governed by these By-Laws which are annexed to the Declaration of March Farm Way Condominium Association (the "Declaration") and are made a part thereof.

Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to the Condominium, and to the use and occupancy thereof.

2. MEMBERS AND MEETINGS

A. Members and Voting Rights. Each Unit Owner and the Declarant, until such time as all of the Declarant's development rights have expired or been terminated (each an "Owner" and collectively the "Owners") shall be a member of March Farm Way Condominium Association. The membership of the Association shall consist of all of the Owners. The Owner of each Unit shall be entitled to one (1) vote.

B. Transfer of Membership. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit and shall become effective upon recordation of a deed of conveyance to the said Unit.

C. Annual Meeting. The annual meeting of the members shall be held on the second Monday of March, for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

D. Regular Meetings. Regular meetings of the Unit Owner's Association shall be held in accordance with the provisions of RSA 356-B:37-c at such time and place as shall be determined, from time to time, by a majority of the directors, but at least quarterly meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owner's Association. Notice of regular meetings of the Unit Owner's Association shall be posted to the community and given to each director, personally or by mail, e-mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for

a regular meeting held immediately after, and at the same place as the annual meeting of the Association. Directors may attend vote and participate at meetings by telephone or E-Mail pursuant to RSA 356-B:37-b. Pursuant to RSA 356-B:37-c (II) at least once per quarter the Board shall hold open regular meeting to afford owners an opportunity to common on any matter affecting the Association. Notice of the meeting and any materials distributed to the Board shall be available to the owner pursuant to RSA 356-B:37 (c) (III) and (IV).

E. Special Meetings. The Association shall hold a special meeting of Unit Owners to address any matter affecting the unit owners or the association if its president, a majority of the board of directors, or unit owners having at least 33 percent, or any lower percentage specified in the bylaws, of the votes in the Association request that the secretary call the meeting. If the Association does not notify unit owners of a Special Meeting within (thirty) 30 days after the requisite number or percentage of Unit Owners request the Secretary to do so, the requesting members may directly notify all the unit owners of the Special Meeting, the purpose of which shall be to present the issue to fellow residents and Unit Owners and to vote on any proposal set forth in the meeting notice. Only matters described in the meeting notice required by RSA 356-B:37-a may be considered at a special meeting.

F. Contents of Notice. Pursuant to RSA 356-B:37 (I) and 356-B:37-a, it shall be the duty of the secretary, to send to all owners of record, at least twenty-one (21) days in advance of any meeting notice of any meeting. Said Notice shall state the time, place and purpose of the meeting and shall be sent to the Unit owners at the addresses on file with the Association. The secretary shall attest that the notice was sent to the list of owners attached to the affidavit at the addresses on file with the association in the manner conforming with RSA 356-B: 37-a. Any such notice shall be deemed waived by any Owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.

G. Quorum. The presence in person or by proxy at the commencement of any meeting of the Association of Unit Owners of two thirds of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include Units the title of which is held by the Association. Pursuant to RSA 356-B: 38 (III) if a quorum is not met for an annual meeting, the board shall reschedule the meeting within sixty (60) days and provide proper notice and proxies.

H. (1). Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of one (1) owner of each Condominium Unit. Until the election of the Unit Owner's Association takes place at the first annual meeting of the Unit Owner's Association, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designated their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

(2). Election and Term of Office. Each Director shall be elected to a three (3) year term. At the expiration of the initial term of office of each Director, his successor shall serve a term of three (3) years and each Director shall hold office until his successor has been appointed or elected as appropriate.

(3). Voting and Minutes. At any meeting of the Association, the Owners shall be entitled to cast their votes for each Condominium Unit owned as provided in the Declaration. The majority vote of all Unit Owners shall be required to adopt decisions at any meeting of the Association. Any Owner may attend and vote at such meeting in person or by proxy. The provisions of the Condominium Act shall govern all votes (including proxy votes and the votes of Units owned by more than one person) at meetings of the Association. Pursuant to RSA 356-B: 37 (VI) the Unit Owner's Association shall make copies of the minutes of all meetings available to the Unit owners within 60 days of the date of the meeting or 15 days of the date the minutes are approved by the Board whichever occurs first. The association may opt to provide the minutes electronically or post them on the association website in which case the owners shall be informed of the web address.

I. Budget Ratification. Pursuant to RSA 356-B:40-c (I) the Unit Owner's Association shall annually adopt a budget for the Unit Owner's Association for consideration by the Unit owners at a meeting. The Unit Owner's Association shall, within 30 days of adoption of the proposed budget, provide the owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded. The Unit Owner's Association shall set a date not less than 10 days or more than 60 days after providing the budget summary to consider the ratification of the budget. Unless at that meeting, 2/3 of all Unit owners reject the budget the budget is ratified whether or not a quorum is present. If no budget is proposed or the proposed budget is rejected, the last budget ratified by the owners shall be in effect until a new budget is ratified by the owners. Pursuant to RSA 356-B:40-c (II) the Unit Owner's Association at any time may propose a special assessment which shall be ratified by the owners. The assessment shall be in accordance with the provisions of RSA 356-B:40-c (III).

3. POWERS

Powers and Duties. The Association shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Association will have all of the powers and duties necessary for the administration of the affairs of the condominium. Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;
- C. To make or cause to be made additional improvements on and as part of the common areas subject to any limitations contained in the Declaration or Bylaws;
- D. To acquire, hold, manage, convey and encumber title to real property (including

but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;

E. To grant easements through the common areas and to accept easements benefitting the condominium or any portion thereof;

F. The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to RSA Section 356-B:46, as amended from time to time, or any successor statute;

G. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas or any portion thereof;

H. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;

I. Obtaining and administering insurance for the condominium as set forth in the Declaration;

J. Repairing, restoring or replacing common areas after damage or destruction, or as a result of eminent domain proceedings, as provided in the By-Laws;

K. Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws;

L. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;

M. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

N. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

4. OFFICERS

A. Officers. The officers of the Association shall be a president, a treasurer and a secretary, all of whom shall be appointed by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board of Directors. Any two or more offices may be held by the same person. Pursuant to RSA 356-B:35 (II), the Board of Directors and Officers shall have a fiduciary relationship to members of the Unit Owner's Association.

B. Appointment and Term of Office. The officers of the Association shall be appointed at the annual meeting. If the appointment of officers shall not be made at such meeting, such appointment shall be made as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. Removal. Any officer or agent may be removed by the Association whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not in and of itself create contract rights. Removal of officers or directors shall be by a vote held in accordance with RSA 356-B: 40-b.

D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Association for the unexpired portion of the term.

E. President. The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the Unit owners at meetings of the Association. He may sign with the secretary or with any other proper officer of the Association, deeds, mortgages, bonds, contracts, or other instruments which the Association has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Association or by these bylaws to some other officer or agent of the Association, or which is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Association from time to time.

F. The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the annual meeting in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the Unit Owner records of the Association; (d) keep a register of the post office address of each Unit Owner which shall be furnished to the secretary by such Unit Owner; (e) have general charge of the books of the Association; and (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Association.

G. The Treasurer. The treasurer if any is appointed and, if none, then the president shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as may be authorized by the Association; (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Association.

H. Execution of Instruments. All checks, drafts, notes, deeds, acceptances,

conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided authority by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President and by the Treasurer.

5. INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant shall exercise all powers and responsibilities assigned by these By-Laws, the Declaration and by the New Hampshire Condominium Act to the Association of Unit Owners, and the Officers until such time as it turns over said powers and responsibilities to the Unit Owners pursuant to Article 16 of the Declaration.

6. COMMON EXPENSES

A. Common Expenses. Except as provided for in Article 10 of the Declaration, the Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the condominium, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner) assessments, insurance, liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the common areas, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association.

B. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, any such new or replacement construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

C. Reserves. The Association shall assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

D. Expenses for Limited Common Areas, if any. Common expenses relating to the limited common areas shall be charged in accordance with the provisions of the Declaration.

i. Maintenance and Repair. The Unit Owner's Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expenses shall be charged to such Owner) of all Limited Common Area, if any, whether located inside or outside of the Units, the costs of which shall be charged to all Owners as a Common Expense except the cost of repairing and replacing Limited Common Area shall be assessed to the Units assigned such Limited Common Area.

E. Books. The Association will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. The Association will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

F. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the New Hampshire Condominium Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

G. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Unit Owner's Association, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate of eighteen percent (18%) per annum, whichever is greater, against the Unit Owner owing the same in the manner set forth in RSA 356-B:46. Each delinquent Unit Owner shall be responsible for attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

H. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a quarterly basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

I. Expense to Unit Owner. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and anyone causing such damage shall pay the expense incurred by the Association in repairing same.

8. GENERAL PROVISIONS

A. Violations. In the event of a violation other than non-payment violation of the Declaration, these By-Laws, or the applicable portions of the Act, the Association, by direction of its Unit Owner's Association, may notify the Unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Unit Owner's Association, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit owners; (b) an action in equity to enforce performance on the part of the Unit owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a Unit owner, sent to the Unit Owner's Association, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Unit Owner's Association to be a hazard to public health may be corrected immediately as an emergency matter. The Association shall be entitled to collect all legal fees incurred as a result of any such action or any action instituted for collection of any unpaid assessments.

B. Waiver. The failure of the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

C. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Owner, addressed to the Owner's address appearing on the records of the Association. Any notice given or mailed to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner. When any policy of insurance

has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Pursuant to the provisions of RSA 356-B:43 (II) all notices shall be sent in accordance with the provisions of the last sentence of RSA 356-B:37-a.

D. Amendment. Except as otherwise provided in the Condominium Act and this Declaration and Bylaws, this Declaration and Bylaws may only be amended by agreement of at least two thirds (2/3) of the Owners, provided, however, that (i) any such amendment shall be executed by such two thirds (2/3) of the Owners or by the President and Treasurer of the Association accompanied by a certification of vote of the Secretary; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34 IV, of the Condominium Act; (iii) no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition or use of such Units; (iv) no such amendment shall be contrary to the provisions of the Condominium Act. Any approval of amendments by Mortgagees shall be subject to the provisions of and limitations of RSA 356-B.

E. Resale by Purchaser. In the event of any resale of a Unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- i. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years;
- ii. A statement of the status and amount of any reserve for the major maintenance or replacement fund, and any portion of such fund earmarked for any specified project by the Association;
- iii. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- iv. A statement of the status of any pending suits or judgments in which the Association is a defendant;
- v. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;
- vi. A statement that any improvements or alterations made to the Unit or the limited common, if any, area assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

F. Notices to or from Mortgagees

i. Notice to Board. A Unit Owner who mortgages his condominium Unit shall notify the Board of the name and address of his mortgagee and the principal amount of such mortgage. The Board shall maintain suitable records pertaining to such mortgages.

ii. Reporting. The Board, whenever so requested in writing by a mortgagee of a condominium Unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the Owner of the mortgaged condominium Unit. The Board shall be entitled to require a fee of Ten Dollars (\$10.00) for each report provided a mortgagee.

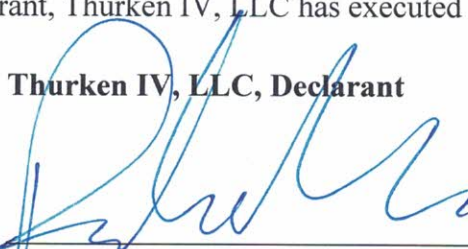
iii. Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Condominium Instruments and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.

IN WITNESS HEREOF, the Declarant, Thurken IV, LLC has executed these By-Laws on the date and year first above written.

March 27, 2020

By:

Thurken IV, LLC, Declarant


Richard E. Landry, Jr., Sole
Member/Manager, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 27th day of March 2020, by Richard E. Landry, Jr., Sole Member/Manager and Duly Authorized Agent of Thurken IV, LLC, as Declarant of March Farm Condominium Association for the purposes herein contained.




Notary Public/Justice of the Peace

My Commission Expires: 4/22/2020

EXHIBIT C
PERCENTAGE UNDIVIDED INTERST IN COMMON AREA OF UNIT

Unit: Square Feet:	Percent Undivided Interest In Common Area:
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Unit A	50.00%
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Unit B	50.00%
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Total:	<u>100%</u>
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