

**DECLARATION OF CONDOMINIUM FOR
TOWN & CAMPUS SQUARE CONDOMINIUM**

THIS DECLARATION is made this ____ day of _____, 2019 by 60 MAIN R.E., LLC, a New Hampshire limited liability company with a mailing address of 6 Park Avenue, Newburyport, Massachusetts 01950 (hereinafter called the "Declarant"), for the purposes of converting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA 356-B (hereinafter called the "Act").

WHEREAS, The Declarant owns a certain tract of land, with existing buildings and improvements constructed thereon, located at 60 Main Street and Jenkins Court, Durham, Strafford County, New Hampshire. Declarant desires to convert the existing building to a condominium form of ownership consisting of four (4) Units known as TOWN & CAMPUS SQUARE CONDOMINIUM (hereinafter called the "Condominium"); and

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

WHEREAS, the Declarant has deemed it desirable to create an agency to which could be delegated the powers of maintaining, improving and administering the community facilities, promoting the social welfare of the residents and owners of property in the community, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; but which power of such agency would be turned over to the Association.

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the Condominium Units and other improvements located and to be located thereon, and all easements, rights and appurtenances belonging thereto, are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following restrictions, covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into Condominium Units; 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 said Condominium Units in favor of each and all other

Condominium Units therein; to create reciprocal rights and privacy of contract and estate between all persons acquiring or owning an interest in any of said Condominium Units, including the Declarant, and its grantees, successors and assigns, and shall deem to run with the land and be a burden and benefit to all such persons, including Declarant, its grantees, successors and assigns.

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ARTICLE 1 – DEFINITIONS

- 1-100 Certain of the terms as used in this Declaration and in the By-Laws, which are annexed hereto as Exhibit C and are made a part hereof, 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 (RSA 356-B).
- 1-102 “Articles of Agreement” means the instrument attached hereto as Exhibit B, which instrument provides for the incorporation of the Association.
- 1-103 “Assessment” means that portion of the cost of maintaining, repairing and managing the property, which is to be paid by each Unit Owner.
- 1-104 “Association” or “Association of Owners” means the Unit Owners acting as a group in accordance with the Act, the Declaration and the By-Laws.
- 1-105 “Board” or “Board of Directors” means the executive and administrative entity designated in this Declaration, the Articles of Agreement or By-Laws of the Association as the governing body of said Association.

- 1-106 "TOWN & CAMPUS SQUARE CONDOMINIUM", means the premises described in Exhibit A, including land, all buildings and other improvements, and permanent structures now or hereafter erected thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-107 "TOWN & CAMPUS SQUARE CONDOMINIUM ASSOCIATION", means the nonprofit association of property owners at TOWN & CAMPUS SQUARE CONDOMINIUM at 60 Main Street and Jenkins Court, Durham, New Hampshire.
- 1-108 "Building" means all of the structures currently existing, containing Units located on the property subject to this Condominium.
- 1-109 "By-Laws" means the instrument attached hereto as Exhibit C, which instrument provides for the self-government of the Condominium by the Association.
- 1-110 "Common Area" means all that portion of the Condominium, other than the Units, that is more particularly described in Paragraph 2-502 herein. Common Area includes Limited Common Area as described in Paragraph 2-502 herein.
- 1-111 "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/or 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.
- 1-112 "Condominium" means the real property and any interests therein described in Exhibit A hereof.
- 1-113 "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A – A legal description of the real property subjected to this Declaration. Also included within the scope of Exhibit A are the following plans:

Site Plan entitled " _____

_____,
recorded with the Strafford County Registry of Deeds in Plan Drawer
_____, Plan No. _____.

Floor Plan entitled “ _____

_____,
recorded with the Strafford County Registry of Deeds in Plan Drawer
_____, Plan No. _____.”

Exhibit B – Articles of Agreement of TOWN & CAMPUS SQUARE
CONDOMINIUM ASSOCIATION.

Exhibit C – By-Laws of said Association.

Exhibit D – Condominium Rules.

- 1-114 “Condominium Rules” means the Rules provided in Exhibit D and such Regulations as the Association may from time to time adopt relative to the use of the Condominium, or any part hereof.
- 1-115 “Condominium Unit” means a Unit together with the undivided interest in the Common Area appertaining to that Unit.
- 1-116 “Declarant” means 60 MAIN R.E., LLC or its successors or assigns.
- 1-117 “Declaration” means this instrument.
- 1-118 “Institutional Lender” means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including any lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1-119 “Limited Common Area” means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.
- 1-120 “Manager” means the person, partnership, corporation or other entity who may be designated by the Association to manage the affairs of the Condominium, and to perform various other duties as may be assigned to such person, partnership, corporation or other entity by the Association in accordance with the provisions of the Declaration and the By-Laws.
- 1-121 “Supplemental Declaration” means any Declaration of Covenants and

Restrictions, which by its terms is expressly made supplemental to this Declaration.

1-122 “Unit” means a portion of the Condominium designated and intended for individual ownership and use.

1-123 “Unit Owner” means one or more persons who own a Condominium Unit.

ARTICLE 2 – DESCRIPTION OF THE CONDOMINIUM

2-100 Name. This Condominium shall be known as “TOWN & CAMPUS SQUARE CONDOMINIUM”.

2-200 Location. The Condominium is located at 60 Main Street and Jenkins Court, Durham, New Hampshire.

2-300 Description of Land. Exhibit A, attached hereto and incorporated herein, contains a legal description by metes and bounds of the land submitted to the Condominium Act.

2-400 Description of Units. There is one (1) building consisting of four (4) Units in the Condominium. Unit #1, Unit #2, Unit #3 and Unit #4 are in the Building. “

2-401 “Units”. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. The Unit number of each Unit and a statement of its location, dimensions, and the immediate Common Area to which it has access and all other data necessary for its proper identification are set forth on the recorded Condominium Site Plan.

2-402 “Unit Boundaries”. The Unit number and the dimensions of each Unit are shown on the Site Plan and Floor Plan referred to in Exhibit A.

Unit #1 consists of space on the first and second floor of the Building and the basement located under the first floor as shown on such plans. Unit #1 cannot be expanded. Unit #1 is subject to and burdened by an access easement benefitting Unit #4 from Main Street through the hallway in Unit #1 to Unit #4.

Unit #2 consists of space on the first floor of the Building as shown on such plans. Unit #2 cannot be expanded.

Unit #3 consists of space on the first floor of the Building as shown on such plans. Unit #3 can be expanded by the construction of a second floor over the first floor and over the Common Area # _____. Unit #3 has the benefit of an easement over

a portion of Common Area #_____ to install and maintain an elevator and/or a stairway for the benefit of Unit #3.

Unit #4 consists of space on the second floor of the Building as shown on such plans. Unit #4 has the benefit of an access easement from Main Street through the hallways of Unit #1 to Unit #4. Unit #4 can be expanded by development of the roof space over Unit #4.

The boundaries of the Units are as follows:

A. Horizontal Boundaries:

- (i) The exterior or lower surfaces of the floors or foundation; and
- (ii) The finished exterior surfaces of the roof.

B. Vertical Boundaries:

- (i) The finished exterior surfaces of the perimeter walls and door frames;
- (ii) The finished exterior surfaces of perimeter doors;
- (iii) The finished exterior surfaces of windows and window frames; and
- (iv) All materials covering the exterior of each dwelling Unit and all other Property of every nature lying wholly within the area formed by the exterior walls and roof of each dwelling Unit, including foundations, support columns, attached decks and porches, and the plumbing associated with the Unit.

C. For those portions of the building shared in common, the boundary of the Unit shall be to the center of the stud, frame or other building material shared in common.

2-500 Description of Common Area and Limited Common Area.

2-501 "Common Area". Common Area consists of all of the property other than the Units and includes, without limitation, the following: the land together with the benefits and subject to the burdens of all easements and rights pertaining to the land, as described in Exhibit A and including all improvements to the land except the Units, the water supply, sewage disposal, electrical, gas, heating, cable and telephone systems serving the Condominium to the extent such systems are located within the Condominium and are not owned by the supplier of the utility service but not including any portions thereof contained within, and serving, only a single Unit, which portions shall be a part of the Unit. The Common Area shall include the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit, which serve parts of the Condominium other than the Unit within which they are located. The Common Area shall include all other

parts of the Condominium including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use and including any other easements set forth in Exhibit A.

2-502 "Limited Common Area". Certain areas are delineated on the plans as Limited Common Area. Each such area is reserved for the exclusive use of the Units to which it is adjacent or assigned as shown on the plan. Any Limited Common Area not specifically designated with a Unit number on the plans is Limited Common Area to the Unit to which it is contiguous. Each Limited Common Area is owned in common by the Owners, but it is restricted to the use and benefit of the Units which it serves.

2-503 "Reassignment of Limited Common Area". Limited Common Area may be reassigned in accordance with the provisions of RSA 356-B:19, I and II.

2-600 Allocation of Undivided Interest. Each Unit shall be assigned an equal undivided interest in the Common Area of the Condominium.

ARTICLE 3 – USE RESTRICTIONS AND THE PURPOSES OF CONDOMINIUM

3-100 Statement of Purposes and Restrictions as to Use. The Condominium contains Commercial residential Units, and the following restrictions, together with those contained in the By-Laws shall apply:

3-101 Commercial Use. Units on the first floor and basement of the Building shall be occupied and used only for commercial purposes.

Residential Use. Units on the second floor of the Building shall be occupied and used only for residential purposes including the rental of rooms and/or apartments.

3-102 "Common Area Use". The Common Area shall be used only by the Owners and tenants and their assigns, invitees and licensees. Limited Common Area shall be used only by the Owners and tenants and their assigns, invitees and licensees of the Units to which the Limited Area is assigned. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Common Area and the Limited Common Area shall be governed by the By-Laws and by any rules adopted by the Board of Directors as such By-Laws and rules may be amended. Common Area includes Limited Common Area and all Unit Owners own an undivided interest in the Common and Limited Common Areas, although Limited Common Area are reserved for the exclusive use of Owners of Units to which such Limited Common Area are assigned.

3-200 Easement to Facilitate Completion and Sales. The Declarant as the Owner of all

Units which have not been sold, and its duly authorized agents, representatives and assigns, may make such reasonable use of the Condominium as may facilitate any sale, including without limiting the generality of the foregoing, the right to enter the Common Area for repair purposes, the right to store materials, the showing of property and the displaying of signs.

- 3-201 Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser shall be altered in any way by encroachments as a result of or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.
- 3-202 Pipes, Ducts, Cable, Wires, Conduits and Utility Lines Located Inside the Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits and utility lines serving such other Units or the Common Area and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to correct violations of the Rules or By-Laws and to construct, maintain, repair or replace the pipes, wires, ducts, cables, conduits and utility lines contained therein or elsewhere in the buildings.
- 3-203 Easements for Ingress and Egress and Use of Condominium. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Areas by persons lawfully using or entitled to same.
- 3-204 Easement to Facilitate Maintenance and Repairs. The Association shall have an easement over, across and upon each Unit and Limited Common Area for performing maintenance and repairs described in the By-Laws.
- 3-205 Reservation of Easements. The Declarant reserves, on behalf of itself, its successors and assigns, perpetual easements over any Unit or Common Area or Limited Common Area of the Condominium for access, ingress and egress, and the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with the development and operation of the Condominium, including water, sewage and garbage disposal, telephone, gas, cable and electrical systems, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services, and the right to impose easements on one Unit(s) for the benefit of other Unit(s). The Declarant reserves easements for the benefit of Town & Campus Square Condominium Association for the construction, maintenance, repair and replacement of slopes and embankments and culverts and easements for drainage serving the Condominium, over all Units.

- 3-206 Future Easements. The Association shall have the power as provided in RSA 356-B:42, II to grant other easements over Common Area.
- 3-300 Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any Rules and Regulations adopted by the Board of Directors and decisions and resolutions of the Board of Directors or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors. The Condominium Unit Owners' Association shall be entitled to recover all reasonable costs and expenses of such actions including attorney's fees.
- All present or future Owners, tenants and occupants of Units or any other person who might use the facilities of the property in any manner, are subject to the provisions of this Declaration, the By-Laws and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.
- 3-400 Subdivision, Partition and Conversion of Units. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be divided or converted into a time share Unit or interests as defined in RSA 356-B:3, XXVIII.
- 3-500 Alterations within Units. Owners of Units may make interior improvements or alterations within the Units that do not impair the structural integrity of the Unit, without the consent of the Declarant, the Association or their successors or assigns.
- 3-600 No Harmful or Offensive Use of Units. No harmful or offensive use shall be made of any part of the Units or Common Area and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other Unit Owners or which will constitute a fire hazard, result in the cancellation of insurance on the Unit or any part of the Condominium, or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Units which would increase the rate of insurance on the Common Area without prior written consent of the Board of Directors.

3-700 Property Subject to Covenants, Easements and Restrictions of Record. The submission of the property is subject to all covenants, conditions, easements and restrictions of record, including without limitation those which are set forth or referred to in Exhibit A.

3-800 Central Business District. The Condominium Property is located in the Central Business District. Use of the property shall be in accordance with the provisions of the Town of Durham Zoning Ordinance.

A. Pets and Animals. A maximum of two (2) house pets shall be permitted and shall be housed indoors overnight. Pets must be under the control of their owner at all times when on Condominium premises. Any animal waste produced must be promptly disposed of by the pet owner in a sanitary manner. The owner of any animal that repeatedly disturbs members of the community by violation of rules as stated will be asked to remove the animal and may be referred to the Durham Police Department. No livestock or poultry shall be kept anywhere within the Condominium. A fine of One Hundred Dollars (\$100.00) shall be assessed against a Unit Owner of any violation to this provision.

B. Leasing. A Unit may be leased to a maximum of four (4) occupants. Rentals shall be for a period of not less than thirty (30) days. Unit Owners renting their property shall be obligated to notify the Association in advance of the name and address of the renter(s), and the time period for which the Unit will be rented. Owners and/or Agents shall inform renters of the Residency Rules and Regulations of the Condominium and shall provide them with a copy of the Rules, which shall be acknowledged by signed receipt.

C. Nuisance. Unit Owners, their tenants and guest shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others. Unit Owners and tenants shall be held responsible for the actions of their family, guests, invitees and licensees. If occupancy by tenants or guests creates a nuisance to other Unit Owners, the Board shall have right to require that the offensive tenants or guest leave.

3-900 Parking. There are no parking spaces assigned to any Nit.

ARTICLE 4 – WATER, SEWAGE AND UTILITY SYSTEMS

4-100 All Units utilize the Town & Campus Square Condominium water system, consisting of a connection to the Town of Durham public water located within the Common Area of the Condominium subject to the rights of others for use. The pipes and associated equipment furnishing such water service to each individual Unit shall be deemed common property to the point where it enters the Unit structure. The water system shall be maintained, repaired and replaced by the Association as a Common Expense.

4-200 All Units utilize the Town & Campus Square Condominium septic system, consisting of a connection to the Town of Durham public septic located within the Common Area of the Condominium. The sewage disposal system shall be deemed to be owned in common by the Unit Owners to the point where it enters each individual Unit. The sewage disposal system shall be maintained, repaired and replaced by the Association as a Common Expense.

ARTICLE 5 – DETERMINATION OF ACTION FOLLOWING CASUALTY DAMAGE

5-100 In the event of damage to any portion of the Common Area by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to RSA 356-B:43III, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B:34 and such vote is consented to by the first mortgagees as provided in Article 9 hereof. In the event of damage to a Unit by fire or other casualty policy shall be used to repair, replace or restore the Unit damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B:34 and such vote is consented to by the first mortgagees as provide in Article 9 hereof. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid to the Board of Directors, as trustee for the benefit of the Unit Owners' Association, the Unit Owner or any mortgagee as their interests may appear.

ARTICLE 6 – AMENDMENTS TO DECLARATION

6-100 Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least seventy-five percent (75%) of the percentage of common interest owned by all Unit Owners, cast in person or by proxy at a meeting held in accordance with the provisions of the By-Laws; provided, however, that (i) no such amendment shall be effective until evidence thereof has been duly recorded at the Strafford County Registry of Deeds pursuant to RSA 356-B:34 IV; (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition of such Unit(s); and (iii) no such amendment shall be contrary to the provisions of the Condominium Act.

ARTICLE 7 – PARTITION OF COMMON AREA

7-100 No Revocation or Partition. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to RSA 356-B:34.

ARTICLE 8 – CONSENT OF FIRST MORTGAGEE

8-100 Notwithstanding any other provision of this Declaration, the By-Laws or the Rules, unless the mortgagees holding mortgages recorded in the Strafford County Registry of Deeds constituting first liens on the Units that represent at least seventy-five percent (75%) of the votes of Units that are subject to first mortgages have given their prior written approval, the Owners, the Unit Owners' Association and Board of Directors shall not be entitled to:

- (a) By act or omission to seek to abandon or terminate the Condominium;
- (b) Change the pro rata interest or obligations of any Unit for the purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) for determining the undivided percentage interest of each Unit in the Common Area (except as permitted by RSA 356-B:23);
- (c) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause); and
- (d) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or Common Area) for other than the repair, replacement or reconstruction of such Condominium Property.

Approval of a mortgagee shall be deemed provided if a mortgagee fails to respond to any written proposal for an amendment after receiving sixty (60) days' notice, provided the notice was delivered by certified or registered mail, return receipt requested.

ARTICLE 9 – PRIORITY OF FIRST MORTGAGES

9-100 No provision of this Declaration, the By-Laws or the Rules 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 portion thereof.

ARTICLE 10 – EMINENT DOMAIN

10-100 The rights of Unit Owners in the event of a total or partial taking by eminent domain shall be governed by RSA 356-B:6. In the event of a taking or acquisition

of part or all of the Common Area by a condemning authority, the award for proceeds of settlement shall be payable to the Unit Owners' Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear in accordance with the provisions of RSA 356-B:6. Provided, however, if Limited Common Area is permanently assigned to more than one Unit at the time of the taking then the portion of the award attributable to the taking thereof shall be allocated in proportionate shares to the Owners of the Units to which the Limited Common Area was assigned. The Unit Owners' Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for acquisition of the Common Area or any part thereof and the Unit Owners' Association is hereby appointed Attorney in Fact for each Unit Owner for such purpose.

ARTICLE 11 – SEVERABILITY

- 11-100 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 of this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all persons claiming by, through or under this Declaration covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

ARTICLE 12 – WAIVER

- 12-100 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.

ARTICLE 13 – SERVICE OF PROCESS AND NOTICES

- 13-100 Person to Receive Service of Process

- 13-101 “Association”. Any member of the Board of Directors shall be the person to receive service of any lawful process in any proceeding arising against the Association. For the purposes of this paragraph, the place of business of the Association shall be considered to be 659 Dennett Street, Portsmouth, New 60 Main Street, Durham, New Hampshire.

- 13-102 “Declarant”. Service of any lawful process in any proceeding arising against the Declarant or its personal representatives shall be made upon _____.
- 13-200 Notices
- 13-201 “Association Notices”. All notices hereunder and under the By-Laws to the Association and the Board shall be sent by United States mail to _____ or to such other address as the Association designates from time to time by notice in writing to all Owners.
- 13-202 “Unit Owners”. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated to the Association.
- 13-203 “Mortgagees”. A copy of all notices required to be sent to mortgagees under the provisions of this Declaration shall be mailed to the last address as has been provided to the Association under Paragraph 10-100 of the By-Laws.
- 13-300 “Effective Date”. All notices shall be sent by United States mail, first class postage prepaid. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 14 – INTERPRETATION

- 14-100 Construction. 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.
- 14-200 Conflicts Between Provisions. The provisions of the By-Laws shall take precedence over Condominium Rules, and the provisions of the Declaration shall take precedence over the By-Laws and Condominium Rules.
- 14-300 Captions. The captions of particular Articles and Paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.
- 14-400 Gender. The use of the masculine gender herein shall be deemed to include the feminine gender.
- 14-400 Number. The use of the singular shall be deemed to include the plural, whenever the context so requires.

IN WITNESS WHEREOF, 60 MAIN R.E., LLC has caused to be executed this Declaration on the day and year first above written.

60 MAIN R.E., LLC

Witness By: Peter Murphy
Its: Member

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Peter Murphy, duly authorized Member of 60 Main R.E., LLC.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

60 Main Street and Jenkins Court, Durham, New Hampshire:

A certain tract of land, with the buildings thereon, situated in Durham, County of Strafford and State of New Hampshire, on the northerly side of Main Street, bounded and described as follows:

Beginning at a stone bound at the southwest corner of said lot on the northerly side of Main Street at land of Alpha Tau Omega Fraternity; thence running northerly by said fraternity land 150 feet, more or less, to land now or formerly of the Franklin Theatre; thence running South $49^{\circ} 13'$ East by land of said Theatre 92 feet, more or less, to a spike set in a concrete sidewalk at land of the Town of Durham, known as Jenkins Court; thence running South $41^{\circ} 03'$ West by land of the Town of Durham 152.12 feet to a spike in the northerly side of Main Street; thence turning and running North $49^{\circ} 13'$ West by Main Street 92.95 feet to the point of beginning.

Subject to an easement granted to the Town of Durham by instrument of Gangwer Realty, Inc. dated June 27, 1983 and recorded at Book 1103, Page 253.

Subject to sewer rights and rights of way as set forth in instrument from Charles H. Pettee to Charles T. Durell dated February 24, 1921 and recorded at Book 396, Page 305.

Meaning and intending to describe and convey the same premises conveyed by Warranty Deed of Town & Campus, Inc. to 60 Main R.E., LLC dated February 28, 2017 and recorded in the Strafford County Registry of Deeds at Book 4459, Page 587.