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STRAFFORD COUNTY
REGISTER OF DEEDS

DECLARATION OF CONDOMINIUM

SUNNYBROOKE CONDOMINIUM

MAST ROAD

DOVER, NEW HAMPSHIRE

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DECLARATION OF CONDOMINIUM
SUNNYBROOKE CONDOMINIUM

MAST ROAD
DOVER, NEW HAMPSHIRE

WHEREAS, WHITE ENTERPRISES, INC., with an address of Route 108, RFD, Durham, New Hampshire is the owner of certain real estate located on Mast Road, Dover, New Hampshire and desires to establish a thirty seven (37) unit condominium to be called Sunnybrooke Condominium,

NOW, THEREFORE, the following is hereby declared:

1. This Declaration shall become effective upon the recording of the Declaration in the Strafford County Registry of Deeds.
2. As of the date of this Declaration, White Enterprises, Inc., hereinafter referred to as the "Declarant" or "Developer", is the sole owner of the lands and improvements submitted hereunder by virtue of a deed recorded in the Strafford County Registry of Deeds at Book 1025, Page 235.
3. The Declarant hereby submits the within described lands and improvements described herein, to the condominium form of ownership and use, in the manner described in R.S.A. Chapter 356-B.

I. Definitions.

A. Association means the Association of the Unit Owners of the Sunnybrooke Condominium.

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

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C. Limited Common Areas mean those areas reserved for the exclusive use of one or more of the units, but less than all of the units.

D. Common Expenses include the expenses of administration of and expenses for the maintenance or repair of the Common Areas and facilities.

II. Development Plan.

Sunnybrooke Condominium is classified and permitted under the City of Dover Zoning Ordinance as a "Mobile Home Development". The Developer has obtained approval by the City of Dover Planning Board for the thirty seven (37) mobile home sites. The Developer has installed the sewer and water facilities which connect to the City of Dover systems and the roadways and other utilities. The mobile home sites are all shown on a site plan which will be recorded at the Strafford County Registry of Deeds, (hereinafter referred to as the site plan).

Each purchaser shall receive a deed to an undivided one thirty-seventh (1/37th) interest in the common areas and facilities. In addition, the said deed shall also convey the mobile home structure as provided under R.S.A. Chapter 477.

For the purposes of this Declaration, the term "unit" shall include the mobile home site; the mobile home unit, and any other improvements to the real estate constructed upon or within each mobile home site which service pertains to that unit, and which are not part of the common areas and facilities as described in Section V hereunder.

III. Description of the Land on which the Buildings and
Improvements are located.

Attached hereto as Exhibit A is the legal description of the submitted land under this Condominium.

IV. Description of the Units and the Unit Owners
Responsibilities.

The property, together with all improvements now existing or hereinafter to be constructed, is hereby submitted to the Condominium form of ownership whereby thirty seven (37) units are hereby created.

The perimeter of each unit (sometimes hereinafter referred to as mobile home unit) is described and shown on the site plan referred to above. Every unit abuts on a road providing access to the unit. The courses and descriptions describing the boundaries of each unit depicted on the Condominium site plan are hereby incorporated into this Declaration by reference, to the same effect as if they were set forth of length herein. Each unit will be deemed to include all of the ground within its perimeter boundaries as shown on the Condominium site plan together with all mobile home structures, any addition or appurtenances added to the mobile home structure, the driveway located within the said unit and any garage or detached building. The location of the mobile home within each unit is shown by dotted lines on the site plan. All other improvements which by their nature serve more than one unit or serve any portion of the common area, shall be deemed part of the common area.

An equal undivided interest in the common areas and facilities is hereby allocated to each unit. The undivided common interest appurtenant to each unit shall have a permanent character and shall not be altered except by an appropriate amendment to this Declaration. The said undivided common interests shall be deemed to have been conveyed with the said unit. The common areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided under the New Hampshire Condominium Law. The 6.91 acre area labeled remaining land shall be part of the common areas, and area #7 shall be storage area and as such shall be common area.

V. Common Areas.

In addition to those common areas and facilities which may be located in any unit (such as pipes, wires, equipment or apparatus which are part of the common utilities), all other portions of the Condominium not included within any unit shall be deemed to be common areas, including the areas outside of the individual "mobile home unit sites" as shown on said plan. Those common areas shall include all driveways. The Declarant reserves the right to construct such driveways. The common areas shall also include the water and sewer facilities to this point of location on Mast Road. From that point, the maintenance or ownership shall be the responsibility of the City of Dover. The common areas and facilities shall include any other facilities common to the condominium as a whole.

VI. Description of the undivided interest in the Common Areas and Facilities, Description of the Units, and Description of the Unit Owners' responsibilities.

Prior to any conveyance of any unit, the Declarant shall complete any Common Area improvements necessary to service the said units which shall not be complete as of the date of this Declaration.

At the time of the first sale of any condominium unit, the Declarant shall record a floor plan depicting the layout of the mobile home unit and a statement of a Registered Engineer in accordance with R.S.A. Chapter 356-B:20(II).

In the event that any unit owner shall desire to add any structure or appurtenances after the date that he shall acquire his unit, together with the mobile home and any improvements existing as of that date, he shall first obtain the consent of the Board of Directors of the Association or the Declarant, if the said Association shall not have been formed.

Each unit owner shall be responsible for the maintenance, repair and replacement of his mobile home site unit and all other improvements within his said mobile home site unit, except those which are part of the common area. The unit owners shall also be responsible for the common charges of the Condominium.

Pursuant to the By-Laws of the Association, the Board of Directors shall have the authority to determine the necessity of any repair, maintenance or replacement of any unit or any improvements or structure within any mobile home site

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unit and make assessments to the individual Unit Owners which relate to responsibilities of the Unit Owners as provided above. In addition, the following costs are specifically allocated and are not part of the common charges which are shared equally by all of the Unit Owners.

Insurance: Fire and Casualty Insurance shall be separately carried on the structures and improvements within each mobile home unit in an amount equal to the full replacement value of such structures and improvements. The cost of that insurance shall be paid by the Owner of that unit. The proceeds of such insurance shall be used for the purpose of reconstruction and repair under Article X. Each Unit Owner shall maintain a public liability policy covering his Unit.

- The cost of the maintenance and repair of any of the mobile home site unit shall be the responsibility of the Unit Owner.

- Real Estate Taxes shall be shared equally among all of the Unit Owners, unless the City of Dover assesses each mobile home site separately in which event the Unit Owner shall be responsible for such taxes as are assessed against his mobile home site.

- Mobile home taxes assessed against each of the mobile homes shall be paid by the Unit Owner.

- Water and Sewer user charges assessed against each of the mobile homes shall be paid by the Unit Owner.

Common Charges: The common charges which shall be shared by all of the Unit Owners equally shall include the costs of (a) a general public liability insurance policy covering the common areas; (b) the electrical costs for all street lights and the sewer pump station; (c) landscaping costs including mowing and clean-up costs; (d) trash removal; (e) road plowing and maintenance; (f) any other charge which shall, in the opinion of the Board of Directors of the Association, benefit the condominium as a whole.

VII. Restrictions and Covenants Applicable to the Condominium.

The Declarant shall have the right to maintain models, having signs identifying Units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show Units for sale. All furniture and furnishings and equipment in the model mobile home unit, signs and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Declarant. In the event there are unsold Condominium Units, Declarant's right as the Owner of said unsold Units shall be the same as all other Unit Owners in the Condominium and the Declarant, as the Owner of the Condominium Units, shall contribute to the common expenses in the same manner as other Condominium Unit Owners and shall have a vote in the Association for each unsold Condominium Unit.

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

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

3. No noxious or offensive activities shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners. No pets or animals of any kind shall be kept or housed within any part of the Condominium, including any of the Units, except household pets, and not more than two such pets shall be allowed per unit. No exterior enclosure for any pets shall be constructed without the approval of the Declarant or the Board of Directors of the Association.

4. No fences or decorative walls of any kind shall be erected or placed on any lot.

5. There shall be no drainage created by unit owners of any fluids of any nature into the waterways. Unit owners shall not alter lots or improvements thereto so as to interfere with the natural drainage to the waterways of surface runoff.

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6. The Declarant or the Board of Directors of the Association specifically reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular and pedestrian traffic within the community on its common grounds.

7. Exterior lighting must be shaded so as not to create a nuisance to others.

8. Outdoor drying lines or apparatus for the drying of laundry will be permitted only at the rear of each mobile home site and shall not exceed twenty (20') feet in length.

9. One radio, television or other antenna of any type shall be permitted.

10. Each Unit Owner shall be required to construct or install an outdoor storage building not exceeding ten feet by ten feet (10'x 10') or One Hundred (100') square feet, within twelve (12) months of the date of the purchase of a unit. That building shall be used for storage of household items and trash containers. No other building shall be constructed and no other storage of any items around the mobile home or on the mobile home site shall be allowed.

11. Insofar as may be necessary, the Declarant and persons that he may select shall have the right of ingress and egress over, upon, across and through the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary and incident to construction, and development of the said Condominium, but the Declarant and the persons to whom he has granted this

permission shall not unduly interfere with the Unit Owners or persons living in the Units and their rights to use the Common Areas and facilities.

12. After the conveyance of each Unit, no trees shall be cut on any portion of the subject mobile home site (the Limited Common Area associated with the unit), without the express written consent of the Declarant or the Board of Directors.

13. Units may be rented, provided the occupancy is only by the lessee and his family and guests and also, provided that no more than five (5) persons shall be permitted to occupy any unit.

14. No mobile home unit may be removed from the condominium property except in the event that the Owner shall replace the mobile home with a mobile home similar to the mobile home being removed, and with the consent of the Board of Directors of the Association or the Developer. Any such substitution shall require that Owner to record floor plans depicting the new mobile home layout.

15. No storage or use of any A.T.V. on or over the road vehicles shall be allowed within any portion of the Condominium.

16. Each Unit Owner shall be responsible for the maintenance of the grounds and landscaping in their original condition.

17. No business or occupation shall be allowed.

18. Each Unit Owner shall abide by the terms and provisions of the City of Dover Zoning Regulations.

VIII. Agent for Service of Process.

Until such time as the Declarant transfers the right and responsibility to elect a Board of Directors to the Owners as provided in the By-Laws, the name and address of the person in Strafford County, State of New Hampshire, for the service of process in matters pertaining to the property is Charles White, White Enterprises, Inc., Route 108, RFD, Durham, New Hampshire, thereafter, the person to receive service of process shall be any member of the Board of Directors or Manager residing in Strafford County, State of New Hampshire. If no member of the Board of Directors or Manager resides in Strafford County, the person to receive service of process shall be designated by formal amendment to this Declaration as herein provided.

IX. Reconstruction or Repair After Casualty and Voting Requirements in the Event of Damage or Destruction.

1. Determination to reconstruct or repair. If any part of the Condominium property, including the Units, and any mobile home structure or improvements within any Unit, shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

a. Common Areas and Facilities - If the damaged improvements is a Common Area or facility other than a building or a portion of a building, the damaged property shall be reconstructed or repaired.

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b. Buildings -

(i) Partial destruction - If the damaged improvements pertain to less than all of the units, including mobile home structures and improvements within the units, the damaged property shall be reconstructed or repaired with construction to begin within sixty (60) days of the casualty.

(ii) Total destruction - If the damage improvements include all of the units and all of the mobile homes and improvements within all of the units, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, all of the Unit Owners vote at a meeting duly called, not to reconstruct the destroyed buildings, mobile homes and improvements, and, in the event of a vote not to reconstruct, the property shall be deemed to be owned in common by the Unit Owners; the undivided interest in the property owned in common with shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the common areas and facilities; any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property as provided herein; and the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided

interest owned by each Owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings and units in regard to exterior appearance, size, dimensions, or otherwise in accordance with plans and specifications approved by the Board of Directors of the Association, and by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

X. Basements.

Basements are reserved to the Condominium as may be required for utility and other essential services in order to adequately serve the property.

XI. Alteration of Unit Plans.

The Declarant also reserves the right to change the design and arrangement within any Unit, so long as it owns the Unit so altered. Such change shall neither increase the number of Units nor alter the boundaries of the Common Areas and facilities. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Declarant alone; provided that such amendment and change shall occur within two (2) years from the date of this Declaration, or upon the conveyance of three-quarters (3/4) of the undivided interests in the Common Areas, whichever occurs first.

XII. Amendments.

This Declaration of Condominium and the By-Laws of this Condominium, except as otherwise provided herein, may be amended by a vote in accordance with the By-Laws and by an instrument in writing signed, acknowledged and recorded, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Strafford County, State of New Hampshire, subject to the following:

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

XIII. Association.

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

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

1. Membership in the Association.

a. Qualification. The Members of the Association shall consist of all of the record owners of the Units.

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b. Change of Membership. Change of membership in the Association shall be established by recording in the Registry of Deeds for Strafford County, State of New Hampshire, a deed establishing record title to a Unit in the Condominium. The buyer shall deliver to the Board of Directors of the Association a photostatic copy of the deed showing the book, page, and time of the recording of the deed in the Strafford County Registry of Deeds. The Board of Directors shall keep such photostatic copy on file as evidence of the grantee's membership in the Association for all purposes, rights and obligations as set forth in this Declaration and By-Laws. The Owner designated by such instrument shall thereby become a Member of the Association. At such time the membership of the prior Owner shall be thereby terminated.

c. Voting Rights. A Member of the Association shall be entitled to cast one vote for each Unit owned in the percentage attributed to each Unit. Where there is more than one record owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The Declarant shall be entitled to vote with respect to any Unit owned by the Declarant.

2. Limitation upon Liability of the Association. Notwithstanding the duty of the Association to maintain the repair parts of the Condominium property, the Association shall

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not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

3. By-Laws. The By-Laws of the Association shall be in the form attached hereto as Appendix A.

XIV. Interpretation.

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operating of a Condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XV. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

XVI. Effective Date.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have placed their
hands and seals on this 29th day of April, 1988.

Thurmond P. Dan
Witness

WHITE ENTERPRISES, INC.
By: Charles I. White
Charles I. White, President

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

April 29, 1988

Personally appeared the above named Charles I. White,
duly authorized officer of White Enterprises, Inc. and
acknowledged the foregoing instrument to be the free act
and deed of said Corporation.

Before me,

Joly
Justice of the Peace

EXHIBIT A
LEGAL DESCRIPTION OF THE SUBMITTED LAND

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire bounded and described as follows:

BEGINNING at point on Mast Road, so-called, at land now or formerly of Theresa C. Angers; thence South $23^{\circ} 6' 58''$ West for a distance of 263.20 feet to a point; thence South $65^{\circ} 35' 44''$ East for a distance of 86.56 feet to a point; thence South $65^{\circ} 39' 41''$ East for a distance of 394.57 feet to a point; thence South $02^{\circ} 28' 26''$ East for a distance of 292.50 feet to a point; thence South $27^{\circ} 58' 26''$ West for a distance of 202.50 feet to a point; thence South $28^{\circ} 30' 59''$ West for a distance of 67.45 feet to a point; thence South $31^{\circ} 45'$ West for a distance of 62.00 feet to a point; thence South $04^{\circ} 30'$ East for a distance of 108.00 feet to a point; thence South $24^{\circ} 45'$ West for a distance of 48.00 feet to a point; thence South $29^{\circ} 30'$ West for a distance of 149.00 feet to a point; thence South 21° West for a distance of 100.00 feet to a point; thence South $11^{\circ} 15'$ West for a distance of 40.00 feet to a point; thence North $86^{\circ} 15'$ West for a distance of 120.00 feet to a point; thence South 80° West for a distance of 150.00 feet to a point; thence North $89^{\circ} 15'$ West for a distance of 260.00 feet to a point; thence North $77^{\circ} 26' 11''$

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West for a distance of 293.82 feet to a point; thence North $77^{\circ} 26' 11''$ West for a distance of 130.24 feet to a point; thence North $19^{\circ} 23' 58''$ East for a distance of 80.00 feet to a point; thence North $21^{\circ} 53' 58''$ East for a distance of 217.79 feet to a point; thence North $18^{\circ} 01' 04''$ East for a distance of 293.00 feet to a point; thence North $16^{\circ} 13' 30''$ East for a distance of 418.90 feet to a point; thence North $19^{\circ} 29' 30''$ East a distance of 164.30 feet to a point; thence North $17^{\circ} 00' 30''$ East for a distance of 154.30 feet to a point; thence North $27^{\circ} 58' 51''$ East for a distance of 93.91 feet to a point; thence North $28^{\circ} 08' 00''$ East a distance of 202.40 feet to a point; thence South $60^{\circ} 44' 04''$ East for a distance of 50.00 feet to a point; thence South $56^{\circ} 27' 27''$ East a distance of 53.96 feet to a point; thence South $56^{\circ} 27' 27''$ East for a distance of 60.00 feet to a point; thence Southeast across the intersection of Mast Road and Sunnybrooke Drive to the point of beginning.

Meaning and intending to describe a certain 23.79 acre parcel as shown on a plan entitled "Site Plan for Sunnybrooke Condominium" to be recorded at the Strafford County Registry of Deeds.

This conveyance is subject to easements granted to the Public Service Company of New Hampshire recorded at Book 423, Page 34 and Book 942, Page 412.

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This conveyance is further subject to any other utility easements recorded or which may be recorded in connection with this Condominium.

Excepting and reserving from this conveyance is the right retained by White Enterprises, Inc., or its successor, to grant a future water easement for the benefit of adjoining property within the area labelled "30-foot pedestrian access and future water service easement" as shown on the site plan. Further reserved herein is the right of White Enterprises, Inc., or its successor, to grant a pedestrian access easement in the above said area for the purposes of benefiting adjoining property.

Being the same premises as described in a deed to White Enterprises, Inc. recorded at the Strafford County Registry of Deeds at Book 1025, Page 235.

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