

Return to:



# 19054684 12/23/2019 10:09:19 AM  
Book 6069 Page 925 Page 1 of 3  
Register of Deeds, Rockingham County

RECORDING 18.00  
SURCHARGE 2.00

One Home Builders II  
P.O. Box 334  
Stratham, NH 03885  
8 0 3 6 0  
Tx: 40311566

(Space Above this Line Reserved for Registry of Deeds)

**DECLARATION OF SHARED  
DRIVEWAY EASEMENT AND  
MAINTENANCE COVENANT**

One Home Builders II, LLC, a New Hampshire limited liability company having an address of P.O. Box 334, Stratham, NH 03885 ("Grantor") for the consideration set forth below, the receipt and sufficiency of which is acknowledged, hereby declares for the current and future owners of the premises located at and known as Lot 4 Willowbrook Avenue and Lot 5 Willowbrook Avenue, Greenland, Rockingham County, New Hampshire, as shown on the Plan identified below, a shared driveway easement and maintenance covenant on the following terms and conditions:

1.) The Grantor covenants and agrees, for itself, its heirs/successors and assigns in title to both of Lot 4 and Lot 5, at the time of conveyance of the first of Lot 4 or Lot 5 identified herein, to grant or reserve a non-exclusive and shared driveway easement for the benefit of Lot 5, over under, across and through that portion of Lot 4 on which the driveway leading to Lot 5 is located, as depicted on a plan of land entitled, "Open Space Subdivision prepared for One Home Builders II, LLC, Shown as Tax Map R11 / Lot 1 Located at 21 Willowbrook Avenue & Portsmouth Avenue (NH Route 33) County of Rockingham, Greenland, NH" which plan is recorded with the Rockingham County Registry of Deeds as Plan Number D-41902 ("Plan"), being a portion of the property more particularly described in deed dated August 16, 2019, recorded at the Rockingham County Registry of Deeds at Book 6027, Page 1262;

2.) The easement shall provide that the Shared Driveway may be used by the owners from time to time of Lot 5 for all purposes for which driveways are now or may hereafter be commonly used in the Town of Greenland, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. Said easement shall provide, at a minimum, for the following:

a. The Owners of Lot 4 and Lot 5 and their successors in title to each of the Lots shall have the right to use and enjoy the Shared Driveway for the purposes stated in the easement, in common with the owners of the other Lot;

b. If, in connection with the exercise of said easement right in the Shared Driveway, any Lot Owner shall make any excavations within the Shared Driveway, the Lot Owner so excavating will, as soon as possible, restore the Shared Driveway to its condition immediately prior to the excavation;

c. Each Lot Owner shall indemnify and save the other harmless from and against any loss, damage or liability arising out of the exercise of the rights created or referenced herein;

d. Each Lot Owner shall be responsible one half (50%) of the cost of maintenance of the Shared Driveway area, including without limitation, maintenance of the driveway surface and snow removal. Sodium chloride is prohibited. Calcium chloride must be used for de-icing the Shared Driveway;

e. No Lot Owner shall use the Shared Driveway so as to hinder or prohibit or unreasonably interfere with or interrupt the use of the Shared Driveway by others entitled thereto;

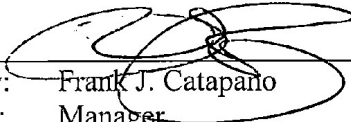
f. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor shall include the grant of an easement or reference to a grant or reservation of easement agreement conforming to the terms of this Covenant; and

g. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect.

End of Text  
Signature Page Follows

Witness my hand and seal this 20<sup>th</sup> day of December, 2019.

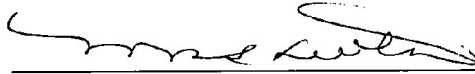
One Home Builders II, LLC

By:   
Its: Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 20<sup>th</sup> day of December, 2019, personally appeared

Manager of One Home Builders II, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the LLC, before me.



Notary Public/Justice of the Peace  
My Commission expires:

