

**CONDOMINIUM DECLARATION
OF
6-10 DEARBORN STREET CONDOMINIUMS**

This Declaration is made by 6-10 Dearborn Street, LLC, a New Hampshire Limited Liability Company, of Dover, County of Strafford, State of New Hampshire, for the purpose of submitting certain property as hereinafter described, to condominium usage and ownership, pursuant to the provisions of the Condominium Act, New Hampshire Revised Statutes Annotated, 356-B (hereinafter referred to as RSA 356-B or "the Act").

1. DEFINITIONS. All words and phrases as used herein shall have the definitions as contained in RSA 356-B: 3. The following definitions supplement those found in the Act.

A. "By-Laws" means the By-Laws providing for the self-government of the Condominium which are attached hereto as Appendix A and made a part of this Declaration, and as may be further amended from time to time by procedures as set forth therein for such amendment.

B. "Common Areas" means all that portion of the Condominiums, other than the Units. Common Area includes Limited Common Area.

C. "Common Expenses" means all expenditures lawfully made or incurred by the Unit Owners' Association, together with all funds lawfully assessed for the creation or maintenance of reserves pursuant to the By-Laws for the purposes of administration, maintenance, repair and replacement of the Common Area and for any other lawful purposes.

D. "Condominium" refers to 6-10 Dearborn Street Condominiums.

E. "Condominium Act" or "RSA 356-B" refers to the New Hampshire Revised Statutes Annotated pertaining to condominiums within the State of New Hampshire.

F. "Declarant" means 6-10 Dearborn Street, LLC, a New Hampshire Limited Liability Company, of 42J Dover Point Road, Dover, NH 03820.

G. "Land" shall refer to the legal description of the parcels, which are the subject of this Condominium Declaration as described in Paragraph 4 below.

H. "Owner" means any natural person, corporation or other entity that holds fee simple title to a condominium unit.

I. "Percentage interest" refers to the interest of each unit in the common area.

J. "Property" means the land and the buildings and other improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto; and all articles of personal property intended for common use in connection therewith.

K. "Site plan/floor plan" refers to the plan for the entire property as more particularly described herein which are herewith recorded in the Rockingham County Registry of Deeds.

L. "Subdivision" means the division of any unit, previously created by Declarant, into one or more new units.

M. "Unit Owners' Association" or "Association" means all of the owners as defined in Paragraph H herein acting as a group in accordance with this Declaration and/or By-Laws.

N. Limited Common Area shall be maintained by the association and be for the exclusive use of unit owner.

2. NAME. The name of the Condominium shall be 6-10 Dearborn Condominiums.

3. LOCATION. The Condominium is located at 6-10 Dearborn Street in Portsmouth, County of Rockingham, State of New Hampshire.

4. LEGAL DESCRIPTION. See attached Exhibit A.

5. DESCRIPTION OF UNITS.

A. Building. The Condominium shall consist of a multi-story two (2) unit, wood frame building consisting of a total of 5,250 square feet of living space. Said building is shown on site plan entitled "Condominium Site Plan for 6-10 Dearborn Street, LLC, 6 Dearborn Street, Portsmouth, NH Tax Map 123, Lot 4 " by Berry Surveying & Engineering dated May 19, 2026 recorded in the Rockingham County Registry of Deeds at _____. See also "Condominium Floor Plans, 10 Dearborn Street for 6-1- Dearborn Street, LLC, Portsmouth, New Hampshire 03801" by Berry Surveying & Engineering dated May 19, 2026.

B. Units. The Condominium shall consist of two (2) units with percentages of common area as more fully described in Paragraph E below.

C. Unit Boundaries. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows are as follows:

i. Horizontal Boundaries. The upper horizontal boundary of each unit shall be the bottom of the roof rafters. The lower horizontal boundary of each unit shall be the upper surface of the basement and garage floor.

ii. Vertical Boundaries. The vertical boundaries of each unit shall be the vertical plane of the interior stud surface of all walls as it contacts the exterior surface of the sheathing. The vertical boundaries shall also include the vertical plane of the interior stud surface of the demising wall between units, as well as the surface of the masonry wall in the basement area and demising wall between the garages.

iii. Doors and Windows. The unfinished exterior surfaces of all doors and windows.

Each unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries except any Common Area described in Section D of this Paragraph, which may be located therein. The finished interior surfaces of the perimeter walls, door frames, all floor and ceiling components consisting of all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiling and any other materials constituting any part of the finished surfaces thereof all shall be deemed to be part of such a unit. In addition, the unit shall include all interior walls and partitions contained within that unit and the unit shall be deemed to include all window glass and glass vents, the entrance doors and window frames to the unfinished exterior surface thereof, any glass doors connecting the unit with the Limited Common Area or Common Area and plumbing and electrical facilities and appliances located within the unit and serving exclusively that unit. The unit shall not include pipes, wires, cables, shoots, flues, conduits or other public utility lines, ducts or structural portions of the entire building which happen to be running through said unit which are utilized for or serve more than one unit or any portion of the Common or Limited Common Areas, nor shall such boundaries include any balconies or patios if any, serving more than one unit.

D. Description of Common Area. The Common Area is depicted on the Site and Floor Plans to be recorded and consists of the property other than the units and includes, but is not limited to, the land, parking areas, walkways, shrubbery and other plantings, piping, sewage disposal, and electrical to the extent that said systems serve more than one unit in the Condominium but not including those portions of the service which exclusively serve the individual units, the roofs, foundations, exterior walls, columns and supports of the structure, front porches, stairs and walkways. The Common Area shall also include any and all walls constructed for each unit that are developed to separate that unit from the remaining units, with the exception of that portion of those walls which are designated as part of the unit boundaries in subparagraph C. above.

The Common Areas as described above are for the use and benefit of all unit owners, their guests, invitees and licensees. The specific use, including responsibilities for maintenance and repair of the Common Areas, shall be governed by the By-Laws and rules as adopted and amended from time to time by the Association.

E. Ownership Interest in Common Area. Each unit owner shall have an ownership interest in the Common Area as described in the table below:

<u>Street Address</u>	<u>Unit #</u>	<u>Living Unit Area</u>	<u>Percentage of Interest in Common Area</u>
6 Dearborn Street	Unit 1	1,882 square feet	35.80%
10 Dearborn Street	Unit 2	3,369 square feet	64.20%
Total		5,250 square feet	100%

F. Limited Common Area. The limited common area appertaining to each unit is described herein and shown on site and floor plans to be recorded in the Rockingham County Registry of Deeds.

6. STATEMENT OF PURPOSE AND RESTRICTIONS. The Condominium as a whole and each of the individual units is intended to be solely for residential purposes as more fully set forth in the By-Laws and below:

A. Residential Use. Each unit shall be occupied and used exclusively for residential purposes by the owner thereof or by his tenants. This restriction shall not be construed to prohibit the owners from leasing their units for a minimum of six (6) months or more, so long as the lessee thereof occupy and use the leased premises in accordance with the provisions hereof and the By-Laws of this Condominium.

B. Easement for Structural Encroachments. None of the rights and obligations of the owners as set forth herein, or in any deed conveying a unit from the Declarant to the purchaser, shall be altered in any way by 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.

C. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Line and Other Common Area Located Inside of Units; Support. Each unit owner shall have an easement in common with the owner of the other unit to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in the other unit and serving the Common Area or his unit. Each unit shall be subject to an easement in favor of the owners of the other unit to use

the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other unit or the Common Area located in such unit. The Association shall have a right of access to each unit to inspect the same, to correct violations of the Rules and By-Laws and to install, maintain, repair or replace the common elements contained therein or elsewhere in the building. Such a right of access should be granted after reasonable notice to unit owner. Every portion of a unit, which contributes to the structural support of a building, shall be burdened with an easement of structural support for the benefit of the other unit.

D. Easements for Ingress and Egress. Each unit owner shall have an easement in common with the owners of the other unit for ingress and egress through and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws. Each unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws.

E. Covenants, Easements and Restrictions of Record. The submission of the property is subject to all covenants, conditions, easements and restrictions of record.

F. No Nuisances. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Condominium Association an annoyance or nuisance to the other unit owners. No use shall be made of any part of the Condominium that shall constitute a fire hazard; result in the cancellation of insurance on 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 Condominium, which would increase the rate of insurance on the Common Area without prior written consent of the Condominium Association.

G. Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws and any rules and regulations adopted by the Association, and decisions and resolutions of the Association 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 by any other unit owner or by the Association to recover sums due for damages or for injunctive relief. All such actions in law or in equity shall be authorized by resolution of the Association. The unit owner or Association, as the case may be, 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.

H. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium units; including, but not limited to the right to maintain models, having signs identifying units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show units for sale. All furniture and furnishings and equipment in the model units, signs, and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Developer. In the event there are unsold Condominium units, Developer's right as the owner of said unsold units shall be the same as all other unit owners in the Condominium; and the Developer, as the owner of the Condominium units, shall contribute 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.

I. Nothing shall be done or kept in any unit or in the Common Areas or Limited Common Areas, which will increase the rate of insurance in those areas without the prior written consent of the Owners' Association. No owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Common Areas which will result in the cancellation of insurance of any unit or any part of the Common Areas or Limited Common Areas, which would be in violation of any law. No waste will be permitted in the Common Areas or the Limited Common Areas.

J. No sign of any kind, towels, blankets or laundry of any kind, shall be displayed to the public view on or from any unit without the prior written consent of the Board of Directors. All signage shall be established by and thereafter regulated pursuant to the Zoning and Planning Regulations of the Town of Greenland. Display of the United States Flag shall be regulated by RSA 356-B:47-a and rules and regulations adopted thereunder by the Owners' Association and any applicable Zoning and Planning Regulations of the Town of Greenland.

K. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in any of the Common Areas or Limited Common Areas without the express written permission of the Board of Directors. Pets shall be allowed only with the written permission of the Board of Directors and such permission may be withdrawn should the pets become a nuisance to other unit owners.

L. No noxious or offensive activities shall be carried on in any unit or in the Common Areas or Limited Common Areas, nor shall anything be done therein which may become an annoyance or nuisance to the other unit owners.

M. There shall be no storage of boats or motor homes without the express prior consent of the Declarant until such time as the Owners' Association is formed; thereafter, such prior consent must be obtained from the Board of Directors for the Owners' Association. Such prior consent must be requested and obtained for each separate exception to this rule and such consent may be withdrawn if, in the opinion of the Board of Directors, the storage has become a nuisance.

N. There shall be no violation of the rules of the use of the units, Common Area, or Limited Common Area as adopted by the Owners' Association and furnished in writing to the owners. The Declarant, until such time as the Owners' Association is formed, and thereafter the Owners' Association are authorized to adopt such rules.

O. Insofar as may be necessary, the Developer and persons that they may select shall have the right of ingress and egress over, upon, and across the Common Area and Limited Common Area and the right to store materials thereon and to make such other use thereof as may be reasonable, necessary, and incidental to construction and complete development and sale of the project, 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 Area and Limited Common Area and facilities.

P. No owner shall paint or otherwise decorate or change the appearance or the type of exterior siding of any portion of the exterior of his/her unit.

Q. No unit owner shall make any alterations to her/her unit; provided, however, any unit owner shall have the right to make interior decorating improvements or any interior changes which do not affect any facilities which are shared with the other units.

7. INSURANCE. Pursuant to Section 43 of the Condominium Act, the Unit Owner's Association shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the common structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; and (iii) such other policies as specified herein below; which insurance shall be governed by the following provisions to the extent obtainable or possible:

(a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the common buildings in the Condominium including without limitation all portions of the interior of such buildings are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and heating and lighting fixtures, except for improvements which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the board as trustee for the Owners and their mortgagees as their respective interests may appear.

(b) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section I (ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any

other insured thereunder. The insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

(c) Workmen's compensation insurance as required by law.

(d) Such other insurance as the Board may determine.

8. ACTIONS SUBSEQUENT TO CASUALTY DAMAGE. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to RSA 356-B: 43 III be used to repair or restore the structure or Limited Common Area unless the unit owners vote to terminate the Condominium pursuant to RSA 356-B: 34. The Units Owners Association is hereby irrevocable appointed as the agent for each unit owner, for each mortgagee of a unit and for each owner of any interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims. The proceeds of such insurance settlement shall be payable to a national or state chartered banking institution as trustees for the benefit of the Unit Owners Association, the individual unit owners and/or any mortgagees of the said Condominium or any individual unit thereof.

9. AMENDMENT OF DECLARATION. This Declaration may be modified or amended by a vote in person or by proxy of owners having a majority of all available votes, at a meeting held in accordance with the provision of the By-Laws; provided, however, that no such amendment shall be effective until evidence thereof has been duly recorded at the Rockingham County Registry of Deeds. For so long as the Declarant owns one or more units, other than residential owners, no amendment to the Declaration shall be adopted that could or would interfere with the construction, sale, renovation, lease or other disposition of such units or other rights of the Declarant as set forth herein without the Declarant's express written consent. Notwithstanding the above, unless mortgagees holding mortgages representing at least two-thirds (2/3) of the total square footage of all units constituting first liens on said units have given their written approval, the Association shall not be entitled to amend this Declaration.

10. RESALE AND SUBDIVISION OF UNITS.

A. Resale. Any units owned by unit owners may be sold by them at any time subject only to other provisions contained in this Declaration and in the By-Laws. Unit owners shall notify other unit owners and give 30 days' notice before sale.

B. Further Subdivision of Units. There shall be no further subdivision of any unit.

11. 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 Units representing fifty-one percent (51%) of the Percentage Interest in the Common Area 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.

12. NOTICE TO FIRST MORTGAGEES. Each Unit Owner shall notify the Association of the name and address of his 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.

13. 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.

14. MISCELLANEOUS.

A. Gender and Number. The use of one gender shall be construed to mean either or both genders, and the use of the singular shall be deemed to refer either to singular or plural and vice-versa, whenever the context so requires.

B. Invalidity. The provisions of this Declaration are severable. If any provision, condition, covenant or restriction herein shall be declared to be invalid under any applicable law or ordinance, the remainder shall be unaffected thereby.

C. Waiver. No provisions 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.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration this ____ day of May 2026.

6-10 Dearborn Street, LLC
By its Member
Long Sands Construction, LLC

Witness

Scott J. O'Neil, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

On this ____ day of May, 2026, before me personally appeared Scott J. O'Neil, manager of Long Sands Construction, LLC known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed same on behalf of 6-10 Dearborn Street, LLC and for the purposes contained herein.

Notary Public/Justice of the Peace
My commission expires:

