

Carroll County New Hampshire Registry of Deeds
Book 3737 Page 0417 Page 1 of 4
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T/S \$8850

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, **ROY A. LUNDQUIST** Trustee of **THE LUNDQUIST FAMILY REVOCABLE TRUST OF 2019**, a New Hampshire Trust u/d/t March 25, 2019, having a mailing address of P.O. Box 196, Kearsarge, Town of Conway, County of Carroll, State of New Hampshire (03847), grant to **Alistair R. Barnett, Trustee and Katherine Barnett, Trustee of The Barnett Living Trust u/d/t dated March 22, 2023**, husband and wife, having a mailing address of 14 Zora Road, Town of Marion, County of Plymouth, Commonwealth of Massachusetts, (02738), as Joint Tenants with Rights of Survivorship, with **WARRANTY COVENANTS**,

A certain condominium unit in the Village at Kearsarge Condominium in North Conway, Town of Conway, Carroll County, State of New Hampshire, more particularly bounded and described as follows:

Being Unit 1 in the Condominium as defined, described and identified (i) in The Village at Kearsarge Condominium Declaration dated September 25, 1984, recorded in the Carroll County Registry of Deeds at Book 980, Page 14 (which Declaration, together with the Bylaws and Other appendices thereto is sometimes hereinafter called the "Condominium Declaration"); and (ii) on a certain site plan containing one sheet certified under date of December 14, 1984 and certain floor plans containing 5 pages and certified under date of December 17, 1984 (all together sometimes hereinafter called the "Plans") and recorded in said Registry.

ALSO CONVEYING an undivided 18.82% interest in the Common Area, as defined, described and identified in the Condominium Declaration and on the Plans, which interest shall be subject to reallocation by amendment to the Condominium Declaration in the event that additional units within any convertible or additional lands are created as part of the

Condominium.

ALSO CONVEYING the following rights and easements:

1. Easements, exclusive or in common with others, to use the Limited Common Area appurtenant to the Unit conveyed herein, as defined and described in the Condominium Declaration and on the Plans.
2. Easements in common with others to use the Common Area, excepting Limited Common Area, as set forth in the Condominium Declaration.
3. Non-exclusive easements for structural support and encroachments and for repair, and other right and easements as set forth in the Condominium Declaration.
4. Easements of use and enjoyment, in common with others, in Common Property defined and described in the Declaration of Covenants, Restrictions and Easements of The Village at Kearsarge, dated September 25, 1984, recorded in the aforesaid Registry at Book 969, Page 134 (the "Village Declaration").

SUBJECT TO the following:

1. There is excepted from the Unit conveyed herein the Common Area lying within said Unit as set forth in the Declaration.
2. Nonexclusive easements for structural support, encroachments and for repair in favor of the owners of other Units in the Condominium, as set forth, in the Condominium Declaration, any other easements, covenants and restrictions of record, including without limitation, any utility easements, and other easements, covenants and restrictions specifically set forth or referred to in the Condominium Declaration.
3. The other provisions of (i) the Condominium Declaration as amended from time to time by instruments recorded in the Carroll County Registry of Deeds, including without limitation the provisions relating to convertible land and additional land, all of which provisions together with any amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the said Unit, as though such provisions were recited and stipulated at length herein, (ii) the Condominium Rules, adopted pursuant to the Declaration, and (iii) New Hampshire Revised Statutes Annotated Chapter 356-B (the "Condominium Act").
4. The covenants, limitations, restrictions, and other obligations set forth in the Village Declaration.
5. Real estate taxes attributable to the granted premises for the current tax year as are not now due and payable, which taxes the grantee (jointly and severally if more than one grantee) by the acceptance hereof assumes and agrees to pay.

The term "The Village at Kearsarge Condominium" or "Condominium" as used herein, means all of the premises described in Exhibit A of the Declaration, as expanded by additional land from time to time, including all of the buildings and improvements now or hereafter located thereon, and reference may be made to the Declaration for a description of said premises. The post office address of the Condominium is North Conway, New Hampshire. The Condominium is primarily intended for residential use and certain restrictions on that use are embodied in the Declaration and Condominium Rules.


ALSO SUBJECT TO all easements, encumbrances, and mortgages of record, if any.

The undersigned Trustee of The LUNDQUIST FAMILY REVOCABLE TRUST OF 2019 created by Roy A. Lundquist and Nancy D. Lundquist as grantors under a Trust Indenture dated March 25, 2019 hereby states pursuant to RSA 564-A:7, that said sole surviving trustee Roy A. Lundquist has full and absolute power in said Trust Agreement to purchase, mortgage and/or convey any interest in real estate and improvements thereon held in said Trust, and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof. The Trustee's authority to convey said real estate held in said Trust is still in effect and has not been revoked or amended.

MEANING AND INTENDING to describe and convey the same premises conveyed to the within grantor by Warranty Deed of Roy A. Lundquist and Nancy D. Lundquist, dated April 12, 2019, recorded in the Carroll County Registry of Deeds Book 3451 Page 108. Nancy D. Lundquist died March 19, 2021 leaving Roy A. Lundquist sole surviving Trustee of the Trust.

This deed was prepared from information supplied by the Grantor herein and no independent title examination has been conducted.

EXECUTED this 25TH day of August 2023.



ROY A. LUNDQUIST, Trustee of THE
LUNDQUIST FAMILY REVOCABLE TRUST
OF 2019

Massachusetts
STATE OF NEW HAMPSHIRE
CARROLL, SS: *Middlesex County*

This instrument was acknowledged before me on *August 25*, 2023, by Roy A. Lundquist, Trustee, acting in said capacity.

Catherine L. Rudolph [SEAL]
Notary Public/Justice of the Peace

Catherine L. Rudolph
(Type or Print Name)

(BLACK INK ONLY)

My Commission Expires: *3/17/28*

