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Carroll County New Hampshire Registry of Deeds
Book 3786 Page 0431 Page 1 of 4
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WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **CANDI A. BOURQUE** and **DARIN A. MOREIRA**, husband and wife, both with a mailing address of 22 Algerine Street, Berkley, Commonwealth of Massachusetts, for consideration paid, grant to **SCOTT C. BUTLER**, having a mailing address of Post Office Box 2773, North Conway, State of New Hampshire, 03860, with WARRANTY COVENANTS, the following:

A certain building with the land thereunder located in the Conway Heights Townhouse Development in Conway, County of Carroll, State of New Hampshire, and being Townhouse Lot No. 3 as shown on a certain plan entitled "Conway Heights Townhouse Development, Property of Poliquin, Carrier & Rice Associates, Conway, New Hampshire" as prepared by Thaddeus Thorne-Surveys, Inc., dated February 14, 1985 and revised through April 25, 1988, and recorded at the Carroll County Registry of Deeds at plan Book 111, Page 57, and as may be shown on future as-built plans.

TOGETHER WITH a limited easement for the purposes of repair, maintenance and upkeep of the building as constructed on the aforesaid tract, which easement shall be three (3) feet from and parallel to the courses and distance along the foundation as shown on said plans. Said easement shall not be deemed to run on the course constituting the midline between any two paired Home Lots.

The above conveyance is a portion of a six unit, multiplex unit with a common party wall(s) as identified on said plan. The common party wall(s), is/are **SUBJECT TO** the following reciprocal easement for use support and maintenance:

Owners of Townhouse Lots who have a party wall(s) shall have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire, or other casualty, any Owner who has used the wall may, subject to the approval of the Directors of the Association (see below), restore it, and , if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in

proportion to such use, without prejudice, however, to the right to any such owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this easement, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. There shall be no impairment of the structural integrity of any party wall without the prior written consent of all Owners having any interest therein, the first mortgagees of each such Owners, and the appropriate Directors of the Association.

TOGETHER WITH the right to pass and repass over the access roads situated on the aforesaid tract as shown on the above-mentioned plan, for all purposes for which roads are commonly used in the Town of Conway, in common with all others lawfully entitled thereto, together with the easement and right of way for access to and from the within described premises over the driveways, parking areas, and walkways as presently constructed and to be constructed leading from the access road to the within described premises.

TOGETHER WITH easements for utilities to service said building and with a right to take water from the main water line passing through the development. With each Lot there is an appurtenant easement to joint septic systems as appropriate.

TOGETHER WITH an easement for encroachment as follows: If any portion of the common properties existing presently or hereafter designated by said Association encroaches upon any unit or land on which it is situated, or if the unit as constructed encroaches upon any other unit or portion of common property existing presently or hereafter designated, or any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alterations or repairs to the common property made by or with the consent of the Directors of the Conway Heights Townhouse Association, or (c) as a result of repair or restoration of the building after damage by fire or other casualty, or (d) as a result of ordinary repair and maintenance of the exterior structure of the building, appurtenances thereto, or utilities servicing same, or (e) as a result of condemnation or eminent domain proceedings; thence in such instance a valid easement shall exist for such encroachment and for the maintenance of same as long as the building stands.

Each Lot Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each Home Lot owned by such Owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Directors of the Association by resolution. Such additional insurance requirements may be set forth in the agreements or other undertakings which the Directors of the Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the development. **SUBJECT ONLY** to the rights of an institutional holder of a first mortgage lien on a damaged Townhouse Lot, the insurance proceeds from any insurance policy covering a Lot shall be first applied to the repair, restoration, or replacement of such Lot. Each Lot Owner shall be responsible for the repair, restoration, or replacement of each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and material generally used in such construction and then current generally accepted design criteria) be generally harmonious with

the other Lots, and reconstruction must be consistent with plans approved by the appropriate Directors of the Association. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Lot, the Owner of such lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement. If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a lot, the Owner of such lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy, or policies, and subject to the terms of any mortgage covering such Lot.

This conveyance is **SUBJECT TO** easements, restrictions, payment of charges, reservations of utilities and all other covenants, conditions, agreements and provisions as contained in a certain Declaration of covenants and Restrictions, Conway Heights Townhouse Development dated January 9, 1987, recorded in Book 1185, Page 133, Carroll County Records which may be amended from time to time, from which the following excerpts are taken:

The above Grantee(s) his heirs, successors, or assigns, is/are automatically a member of the Conway Heights Townhouse Association, A New Hampshire Non-Profit Corporation, and there shall be one vote for the Lot (See Article II in said Declaration).

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration or any declaration supplemental hereto, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of (10) years unless an instrument signed by the Board of Directors has been recorded, such instrument certifying that a vote of the Owners of the Townhouse Lots has been taken and two-thirds (2/3) of such Owners have agreed to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Subject to any and all matters set forth on Plan recorded in the Carroll County Registry of Deeds at Plan Book 111, Page 57.

Subject to easement to Public Service Company of New Hampshire and New England Telephone and Telegraph dated April 29, 1986 and recorded in the Carroll County Registry of Deeds at Book 1103, Page 142.

Subject to Declaration of Covenants and Restrictions of Conway Heights Townhouse Development recorded on January 13, 1987 in the Carroll County Registry of Deeds at Book 1185, Page 133, as amended, retains, for the association, the right to assess fees and impose liens for unpaid fees, standard residential restrictions and restrictions in deed recorded in said Registry at Book 1405, Page 82.

Meaning and intending to convey the same premises conveyed by Warranty Deed of Peter J. Sanfilippo and Sheila B. Sanfilippo to Candi A. Bourque and Darin A. Moreira dated December

16, 2016, recorded December 18, 2016 in Book 3302, Page 665 in the Carroll County Registry of Deeds.

The above described is not homestead property of the grantors.

EXECUTED, this 30 day of August, 2024.

Candi A. Bourque
Candi A. Bourque

Darin A. Moreira
Darin A. Moreira

STATE OF New Hampshire COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 30 day of August, 2024 by Candi A. Bourque and Darin A. Moreira known to me or satisfactorily proven by photo identification to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

[Signature]
Notary Public/Justice of the Peace/Comm. Of Deeds

Printed Name: Vicki L. Weegar

My Commission Expires: 2/3/26

