

Alpine Title Services
6 Pleasant Street
Conway, NH 03818

E # 1810403 10/01/2018 12:01:52 PM
Book 3410 Page 573 Page 1 of 5
Register of Deeds, Carroll County

EXEMPT



LCHIP CAA101257 25.00

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QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that We, **LEMOYNE R. PLAUCHE**, **ALLISON B. PLAUCHE**, husband and wife, with a mailing address of 57 Shadow Mountain Drive, Sedona, Arizona, 86336 and **MATTHEW PLAUCHE**, a married person, with a mailing address of 43 Fox Run Road, Unit 43, Bartlett, Carroll County, New Hampshire, 03812, for consideration paid, grant to **MATTHEW PLAUCHE** and **KRISHA PLAUCHE**, both having a mailing address of 43 Fox Run Road, Unit 43, Bartlett, Carroll County, New Hampshire, 03812, as joint tenants with rights of survivorship, and not as tenants in common, with **QUITCLAIM COVENANTS** the following:

A certain building with the land thereunder located in the Fox Run Townhouse Development in Bartlett, County of Carroll, State of New Hampshire, and being Home Lot No. 43 as shown on a certain plan entitled "Subdivision Plan of Fox Run Townhouses in the Town of Bartlett, N.H., drawn for E.J. Poliquin Corporation" as prepared by H. Edmund Bergeron dated February 4, 1985, and recorded at the Carroll County Registry of Deeds at Plan Book 74, Pages 71 and 72, and as more particularly shown on an as-built plan recorded at the Carroll County Registry of Deeds in Plan Book 117, Page 36.

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 distances 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 the northerly portion of a duplex unit with a common party wall along the southerly side of the unit. The common party wall is subject to the following reciprocal easement for use, support and maintenance.

Owners of Home Lots who have a party wall shall have the right to use such wall provided that such use by one Owner does not interfere with the use and employment 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, 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 of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for 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 an 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 Bartlett, 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 buildings and with a right to take water from the main water line passing through the development. With each Home 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 Home Owners 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 Fox Run 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 Home 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 Home Lot, the insurance proceeds from any insurance policy covering a Home Lot shall be first applied to the repair, restoration or replacement of such Home Lot. Each Home Lot Owner shall be responsible for the repair, restoration or replacement of each Home 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 Home 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 Home 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 Home Lot, the owner of such Home 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 Home Lot.

This conveyance is SUBJECT TO easements, restrictions, payment of charges, reservations for utilities, and all other covenants, conditions, agreements, and provisions as contained in a certain Declaration of Covenants and Restrictions, Fox Run Townhouses, recorded in Carroll County Registry of Deeds, Book 1018, Page 83, from which the following excerpts are taken:

The above Grantees, their heirs, successors, or assigns, are automatically members of the Fox Run Townhouse Association, a New Hampshire Non-Profit Corporation, and there shall be one vote for the Home. (See Article II in said Declaration).

Every member shall have a right and easement of enjoyment, in common with others, in and to the Common Land, including, but not limited to, easements of access to and from the public highways and access roads shown on the plan, which easements shall be appurtenant to and shall pass with the title to every Home whether or not expressly mentioned in a deed thereto. Each member shall have the right to delegate such rights of enjoyment to his guests and to persons residing in his Home. Such rights are subject to the rights of other Owners in the Common Land.

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 ten (10) years unless an instrument signed by the Board of Directors has been recorded, such instrument certifying that a vote of the then Owners of the Home 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.

Meaning and intending to describe and convey those premises conveyed by Warranty Deed of James N. Tait and June D. Tait to the within grantors dated December 21, 2016 and recorded in Book 3303, Page 952.

The above described is not homestead property of Lemoyne R. Plauche, Allison B. Plauche.

Matthew Plauche and his spouse Krisha Plauche hereby release to said Grantees all rights of homestead and other interests therein.

This is a non-contractual transfer and as such is exempt under RSA 78-B(IX).

EXECUTED, this 27 day of September, 2018.

L R Plauche
Lemoyne R. Plauche

Allison B Plauche
Allison B. Plauche

STATE OF Massachusetts

COUNTY OF Essex

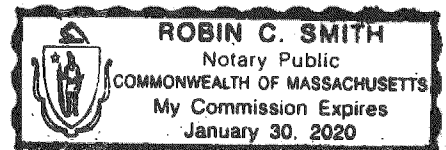
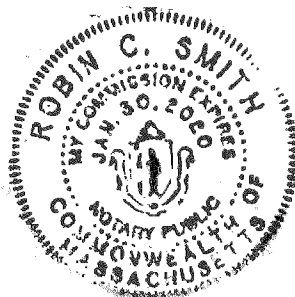
The foregoing instrument was acknowledged before me this 27 day of September, 2018 by Lemoyne R. Plauche, Allison B. Plauche known to me or satisfactorily proven by photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

[Signature]

Notary Public/Justice of the Peace

Printed Name: Robin Smith

My Commission Expires: 1/30/2020



EXECUTED, this 28 day of September, 2018.

[Signature]
Matthew Plauche

[Signature]
Krisha Plauche

STATE OF NH

COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 28 day of September, 2018 by Matthew Plauche, Krisha Plauche 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
Printed Name: Vicki L. Weegar
My Commission Expires: 3/23/21

