

Carroll County New Hampshire Registry of Deeds
Book 3770 Page 0574 Page 1 of 4
eRecorded on 05/09/2024 at 11:46 AM
TID: 4281023 Doc # 202400037990
TT: 5,625.00 CA934204 LCHIP: 25.00 CAA161854

Transfer Tax: \$5,625.00

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

CONDOMINIUM WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That We, **David M. Romagnoli and Lauren C. Romagnoli**, Husband and Wife, both having a mailing address of 17 Friedenfels Street, Salisbury, Massachusetts (01952), for consideration paid, grants to **Kevin Corvese and Marie Corvese**, both having a mailing address of 8 East Stuart Street, Westerly, Rhode Island (02891), as Joint Tenants with Rights of Survivorship, ***with WARRANTY COVENANTS:***

A certain building with the land thereunder located at the Townhouses at Pumpkin Hollow in Bartlett, County of Carroll, State of New Hampshire, and being Townhouse Lot No. 4 as shown on a certain plan entitled, "Site Plan of Land in Intervale, Town of Bartlett, New Hampshire," prepared by H. Edmund Bergeron Civil Engineers, P.A., North Conway, NH, dated September 4, 1985, and recorded at the Carroll County Registry of Deeds in Plan Book 82, Pages 76 and 77. Said Townhouse Lot No. 4 is more particularly depicted on a certain plan entitled, "As-Built Location Plan of P.U.D. Dwellings at Pumpkin Hollow, Bartlett, N.H.," as prepared by H. Edmund Bergeron, dated October 28, 1988 and recorded at the said Registry in Plan Book 123, Page 29.

TOGETHER WITH a limited easement for the purposes of repair, maintenance and upkeep of the buildings 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 Townhouse Lots.

The above conveyance is a portion of a two-unit duplex unit with a common party wall(s) as identified on said plan. The common party wall(s) is/are SUBJECT TO the following reciprocal

Warranty Deed

Page 1 of 4

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 Owners 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/she 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 negligence or willful acts or omissions. Notwithstanding any other provision of this easement, an Owner who by his/her neglect 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 proper written consent of all Owners having any interest therein, the first mortgages 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 an 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 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 Pumpkin Hollow 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.

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 Townhouse 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 the holders or insurers or 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 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 general 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 for utilities, and all other covenants, conditions, agreements, and provisions as contained in a certain Declaration of Covenants and Restrictions of Pumpkin Hollow Townhouse Development and recorded at the Carroll County Registry of Deeds, which may be amended from time to time, from which the following excerpts are taken:

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

Meaning and intending to describe and convey the same premises conveyed to David M. Romagnoli and Lauren C. Romagnoli by Condominium Warranty Deed of David M. Romagnoli, II as Trustee of The Romagnoli Irrevocable Trust, dated January 28, 2021, and recorded at the Carroll County Registry of Deeds in Book 3750, Page 53 on February 22, 2021.

This is not homestead property.

<SEE SIGNATURE AND JURAT ON FOLLOWING PAGE>

Executed this 9th day of May, 2024.

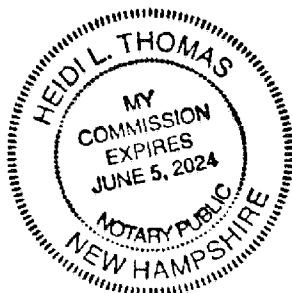
David M. Romagnoli
David M. Romagnoli

Lauren C. Romagnoli
Lauren C. Romagnoli

STATE/Commonwealth of New Hampshire
COUNTY OF Carroll

On this 9th day of May, 2024, before me, the undersigned Notary Public, personally appeared **David M. Romagnoli and Lauren C. Romagnoli**, who proved to me through satisfactory evidence of identification, which were ☒ valid Driver's Licenses or [] _____, to be the persons whose name are signed above, and acknowledged to me that they signed it voluntarily for its stated purpose.

Seal:



Heidi L. Thomas
Notary Public

Notary Public (Printed Name)

My commission expires: _____

Y:\CLIENT FILES\22969 - Corvase\22969.000 - Purchase of 4 Pumpkin Hollow Ln, Bartlett, NH\Documents\Warranty Deed 2024 04 10 CCC.docx