



CONDOMINIUM DECLARATION

OYSTER RIVER CONDOMINIUMS

LEE, NEW HAMPSHIRE

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CONDOMINIUM DECLARATION
OYSTER RIVER CONDOMINIUMS

CONDOMINIUM DECLARATION dated this 21st day of January 1984, by KENNETH MILLER and CILIA BANNENBERG, as sole general partners of and doing business as Ken Miller Construction, a New Hampshire general partnership of P.O. Box 381, Barrington, New Hampshire (herein called together with their successors in interest "Declarant" or the "Developer").

RECITALS: Declarant is the owner in fee simple of the parcel of land, located in the Town of Lee, County of Strafford, State of New Hampshire, on the Easterly side of Garrity Road, and the Northerly side of Route 155A, all as described on Exhibit A attached hereto and made a part hereof. The property as described on Exhibit A is herein referred to as the "Property".

Reference is made to the following plans: (a) Condominium Site Plan, entitled "Amended Subdivision Plan of Land for Louise Teece" dated December 11, 1984, and "Amended Oyster River Condominiums" - 21 units in Lee, New Hampshire, dated December 11, 1984, by Bruce L. Pohopek, recorded in Strafford County Registry of Deeds as Plans No. 24 A-116 and 24 A-117 respectively (herein called the "Site Plan"); and (b) plans entitled "Oyster River Condominiums - First Floor Plan" and "Oyster River Condominiums, Second Floor Plan" & exterior elevations & sections, dated November 27, 1984, recorded in Strafford County Registry of Deeds at Book 1160, Pages 0154, 0155, 0156, (herein called the "Floor Plan") on February 25, 1985.

The Property and all buildings and other improvements now located on the Property or hereafter to be constructed or placed on the Property are hereby submitted to a condominium pursuant to New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time, and any successor statute. The Declarant hereby declares and agrees that the Property and said buildings and improvements are and will be held, conveyed, encumbered, used, occupied and improved, subject to the terms of this Declaration, all of which shall constitute covenants running with the land and shall be binding on and for the benefit of the Declarant and his respective successors in interest, including all persons acquiring interests in any condominium unit or units.

1. Name of Condominium. The condominium established hereby shall be known as "Oyster River Condominiums".
2. Location. The condominium is located in the Town of Lee, County of Strafford, State of New Hampshire.
3. Description of Property. The Property is described on Exhibit A attached hereto and made a part hereof.
4. Division of Property. The Property, together with all buildings and improvements thereon, is hereby divided into 21 separate freehold condominium units, contained in four separate buildings. As shown on the Site

Plan, the buildings are numbered 1 through 4 consecutively, and buildings numbered 1 through 3 each contain 5 units and building numbered 4 contains 6 units. The units in each building are numbered with two numerical designations, the first denoting the number of the building in which the unit is located, and the second indicating the location of that unit in the building. A detailed summary of the unit numbers is set forth on Exhibit B attached hereto and made a part hereof. The layout, location, numerical designation, dimensions and area of each unit is shown on the Site Plan and Floor Plan.

The boundaries of each unit (i.e. units numbered 2 through 42 in each of the four buildings) are defined as the interior face or vertical wall studs, the topmost face of gypsum board ceilings and the upper surface of concrete floor slabs. All perimeter doors and windows, (including the exterior surface of perimeter doors and the interior unfinished surface of the door frame, and the exterior surface of the glass and sash of perimeter windows and the interior unfinished surface of the window frame), and all wallboard, finished wall coverings, paint, finished flooring and other materials constituting any part of the finished surfaces of the walls and ceiling, situated within each unit, shall be deemed to be a part of said unit. All space, interior partitions and other fixtures and improvements within the boundaries of a unit shall be deemed to be a part of that unit, except such shutes, flues, ducts, conduits, wires, bearing walls and other apparatus which are located wholly or partially within a unit and which serve (wholly or partially) and other unit or any portion of the common area shall be deemed to be a part of the common area. Each unit has immediate access to the parking area abutting the unit, all as shown on the Site Plan and Floor Plan.

5. Common Areas. In addition to those common areas within any unit as described in Paragraph 4 above, all other portions of the condominium not included within any unit shall be deemed to be common areas. Common areas include, but are not limited to the following:

- (a) All of the land described in Exhibit A hereto, together with the benefit and subject to all of the rights, easements, restrictions and agreements of record, if any, so far as the same may be in force, as described on Exhibit A hereto.
- (b) All portions of the buildings not included within any unit, including, without limitation, the following to the extent such may exist from time to time:
 - (i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from units to common areas, roofs, entrances and exits of the buildings, walls between units and structural walls and other structural components contained entirely within any unit;

- (ii) Installation of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto;
 - (iii) All shutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus located outside of any unit, or wholly or partially within any unit and serving more than one unit or any portion of the common area, as described in Paragraph 4 above;
 - (iv) The roadway known as "Swaan Drive"
 - (v) The tennis court
 - (vi) The swimming pool and
- (c) Such additional common areas and facilities as may be defined in New Hampshire Revised Statutes Annotated Chapter 356-B.

6. Limited Common Areas. Certain portion of the common areas are hereby designated as limited common areas, as follows:

- (a) The front porch and rear deck located on the ground floor of each building as shown on the Floor Plan are hereby designated and set aside as limited common areas for the exclusive use of the unit in that building, each unit to have the exclusive use of the porch and deck shown on the Floor Plan as attached to a particular unit. The unit owner shall be responsible for the general maintenance of the porch and deck attached to the unit and shall further keep same in a neat and orderly manner. The Association of Owners shall be responsible for the painting and repair of the porches and decks and shall maintain same in a uniform color and condition. The expense of painting and repair made necessary by ordinary wear and tear shall be born by the Association. Painting and repair made necessary by damage resulting from abuse, negligence of the unit owner, accident, act of God, or any other event beyond ordinary wear and tear, shall be performed by the Association but at the expense of the unit owner if not recoverable from existing insurance. Determination as to what damages beyond ordinary wear and tear shall be made exclusively by the Association. The Association shall be entitled to a lien against the unit for any repair made by it determined to be beyond ordinary wear and tear and for which the unit owner refuses to pay. Liability and hazard insurance for the porches and decks shall be the responsibility and expense of the unit owner.

- (b) The heating apparatus located in each unit is hereby designated and set aside as a limited common area (facility) for the exclusive use of the unit in which it is located.
- (c) The parking area, lawn, entries and exits of each building as shown on the Floor Plan are hereby designated and set aside as a limited common area for the exclusive use of the owner to which they are appurtenant in which said facilities are located.
- (d) The expenses associated with maintaining and insuring each limited common area and facility shall be a common expense assessed equally to all units in the condominium in the same manner as common expenses for the common area (except as may be provided in an Amendment to this Declaration as set forth in paragraph 21 (b) (viii) below).

7. Allocation of Undivided Interests ("Common Interests"). There is hereby allocated to each unit an undivided interest in the common areas as set forth on Exhibit B attached hereto and made a part hereof, under the column "Common Interest". Said undivided interest appurtenant to each unit is herein called the "common interest". The common interest appurtenant to each unit will have a permanent character and shall not be altered without the consent of the owner of each unit affected thereby, as expressed in an amendment to this Declaration, duly recorded (except that the percentage of undivided interests may be changed by the Declarant without such consent pursuant to Paragraph 21 below). The common interest appurtenant to each unit will not be separated from said unit and will be deemed to be conveyed or encumbered with said unit even though not expressly mentioned or described in the conveyance or other instrument. The common areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Law and except as set forth in Paragraph 21 below.

8. Parking. Subject to regulation by the Board of Directors of the Association of Unit Owners (as set forth in the Condominium By-Laws to be recorded with this declaration) the owner of each unit shall have the exclusive right to park personal vehicles in the parking area appurtenant to such owner's unit. The Board of Directors of said Association may in their discretion limit the number of personal vehicles each unit owner may park in such parking areas, provided that each unit owner shall have an absolute right to park 2 personal vehicles in such areas, and the Association shall otherwise supervise and manage the orderly use of the parking areas. There shall be no parking or storage of recreational vehicles, boats, canoes, trailers, travel or camping trailers in said spaces. No unregistered or uninspected motor vehicles shall be parked or stored in said spaces for more than thirty (30) days. Said parking spaces shall be maintained and repaired at the expense of the Association.

9. Easements.

- (a) Each unit shall have appurtenant thereto non-exclusive easements in the common areas designed for such purposes for ingress to, egress from, and utility services for such unit, and in the other common areas for their use according to their respective purposes, subject always to the exclusive or limited use of the limited common areas as herein provided. If any unit or common area encroaches on any other unit or common area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist.
- (b) To the extent permitted by New Hampshire Revised Statutes Annotated Section 356-B:42 II, as amended from time to time or any successor statute, the Board of Directors of the Association of Unit Owners, and the Association of Unit Owners itself shall have the irrevocable power as attorney in fact on behalf of all of the unit owners and their successors in title to grant easements through the common areas and accept easements benefitting the condominium or any portion thereof.
- (c) The Association of Unit Owners shall have the right, to be exercised by its Board of Directors or any officer or other agent, to enter each unit and the limited common areas from time to time during reasonable hours as may be appropriate for the operation of the condominium or at any time for making emergency repairs therein as may be necessary to prevent damage to any unit or a common area, or as may be necessary for the proper maintenance of the common areas.

10. Use of Condominium and Each Unit. The use of each unit and the common areas shall be subject to all of the following rules and restrictions:

- (a) All units within this condominium (excluding any unit or units during that period of time which said unit or units are owned by the Declarant or his successors in interest) shall be restricted to use only as a single family residence. In no event, shall any owner occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the owners and the owners family or the owners lessee, or guests. The word "family" as used herein shall be deemed to include no more than two (2) unrelated persons. Guests shall not be permitted to stay for a period in excess of (4) weeks without approval by the Association. This provision with respect to single family use shall be strictly complied with and enforced by the Condominium Owner's Association. Also,

notwithstanding the restrictions of this subparagraph, the Declarant and his successors in interest may, until all of the units shall have been sold by the Declarant or such successor(s), use unsold units as models for purposes of promoting the sale or leasing of units.

- (b) The architectural integrity of the buildings and the units shall be preserved, and to that end, no awnings, antennas, signs, banners or other devices, and no exterior change, addition, structure, projection, decoration or other feature which is visible from the exterior of a unit, shall be erected or placed upon or attached to the buildings or any unit, or any part of either. This subparagraph, however, shall not restrict the right of the owner(s) of each unit to decorate the interiors of the unit as said owner(s) may desire.
- (c) No animals, livestock, or poultry of any kind shall be raised, bred or kept within any unit for any commercial purpose. Dogs, cats or other household pets are permitted, except that their owners shall strictly comply with all rules and regulations concerning pets as may be adopted by the Board of Directors of the Association of Unit Owners from time to time.
- (d) The Board of Directors of the Association of Unit Owners may adopt detailed rules and regulations for the use and enjoyment of the common areas, for avoiding noxious or offensive activity which may disturb the occupants of any unit, and for the general governing of the project, consistent with, and not in conflict with, this Declaration and the By-Laws. All unit owners and their tenants, guests and licensees will strictly comply with said rules and regulations.

11. Enforcement of Restrictions. If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in this Declaration, in the By-Laws or in any rules or regulations adopted by the Board of Directors of the Association of Unit Owners, the Board, the Association, or both, may commence legal action against said person or entity, or against the owner(s) of any units within which such violation or attempts thereat are occurring, either to prevent or abate such violation, or to recover damages caused by such violation or both. In the event of a successful prosecution, the Association of Unit Owners will be entitled to receive its costs, including reasonable attorney's fees, as part of its judgement against the defendant.

If the Association of Unit Owners shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the By-Laws or any rules of the Association or Unit Owners after receiving written request to do so from any unit owner within the condominium, then any such unit owner may attempt to enforce said requirements by giving 10 days prior written notice

to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages of other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

Notwithstanding anything in this Declaration or in the By-Laws to the contrary, no unit owner shall be liable for any violations except such as occur during his or her unit ownership.

12. Casualty Insurance and Damage. The Board of Directors of the Association of Unit Owners, as a common expense, shall at all times keep all buildings and other improvements comprising portions of the condominium insured against loss or damage by fire or other casualty by a master casualty policy (herein called the "Policy") in an insurance company authorized to do business in New Hampshire. The Policy will cover all insurable improvements forming part of the condominium, including all of the common areas and facilities and all of the units, and excluding only personal property of the unit owners therein, together with the service machinery, apparatus, equipment and installations located in the condominium and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value, with a standard Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available (exclusive of land, footings, excavations, foundations and such other like items as are normally excluded from coverage). The Policy will cover: (a) loss or damage by fire and other hazards covered by the standard Extended Coverage Endorsement, and (b) such other hazards and risks as the Board of Directors from time to time in their discretion shall determine to be appropriate, including but not limited to debris removal, costs of demolition, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage. The Policy shall name the Board of Directors of the Association of Unit Owners as loss payee, as Trustee for the unit owners (and their mortgagees as their interests may appear) according to the loss or damage to their respective units and appurtenant common interests. The Policy will provide, to the extent obtainable: (a) that the Policy may not be canceled or substantially modified without at least 30 days prior written notice to the Board of Directors, each unit owner, and each unit mortgagee; (b) that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of, set off, counterclaim, apportionment, proration or contributions by reason of any other insurance held by any unit owner or mortgagee; (c) a provision waiving any right of subrogation by the insurer to any right of the Board of Directors of the Association of Unit Owners or the owner of any unit against any of them or any persons under them; (d) a provision that any loss shall be adjusted between the insurer and the Board of Directors of the Association of Unit Owners and the mortgagee of any unit directly affected by the loss; (e) a waiver of defense of invalidity on account of the conduct of any of the unit owners (or other occupants of units) over which the Board of Directors has no control; (f) exclude policies obtained by unit owners or their mortgagees from consideration under the "no other insurance" clause; and (g) a provision requiring the insurer, at the inception of the Policy and on each anniversary

date thereof, to provide the Board of Directors with a written summary in laymen's terms, of the Policy, including the type of policy, a description of the coverage and limits, the amount of annual premium and the renewal dates. The Board of Directors shall provide this information to each unit owners on request.

If a building is damaged by fire or other casualty which is insured against and said damage is limited to a single unit, the insurance proceeds shall be used by the Board of Directors for payment of the contractor employed by the Board of Directors to rebuild or repair such unit, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor. If such damage extends to two or more units or extends to any part of the common areas, then the following provision shall apply:

- (a) The Board shall thereupon contract to repair or rebuild the damaged portions of the building or buildings, including all units so damaged as well as the common areas, in accordance with plans and specifications therefore, which will restore the same to the design immediately prior to destruction, or if at any time reconstruction in accordance with said design is not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board of Directors and the mortgagee of record of any interest in a unit directly affected thereby; provided that if said modified plan eliminates any unit and such unit is not reconstructed, the Board shall pay to the unit owner and / or the unit owner's mortgagee, if any, as their interest may appear, the portion of said insurance proceeds allocable to said unit and shall disburse the balance of the proceeds as herein provided. The insurance proceeds shall be paid by the Board to the contractor employed for such work in accordance with the terms of a contract for construction. If the insurance proceeds are insufficient to pay all of the costs of repairing and / or rebuilding any common areas the Board of Directors is expressly authorized to pay such costs in excess of the insurance proceeds from any maintenance reserve held by the Board, and if such maintenance reserve is insufficient for this purpose, the Board shall levy a special assessment on all unit owners in proportion to their respective Common Interests. Any cost in excess of the insurance proceeds of the repairing or rebuilding of any unit shall be specially assessed against such unit and said special assessment shall be secured by the lien created by New Hampshire Revised Statutes Annotated Section 356-B:46 or any successor statute.
- (b) The cost of the work shall, to the extent practicable, be determined in advance of performing it, by obtaining firm

estimates or fixed fee contracts from a contractor or contractors. The management of the work and all payments shall be handled in a business-like manner, with the Board of Directors utilizing such architects, project managers or other consultants which they deem necessary or appropriate, and obtaining lien waivers and other reasonable requirements as conditions of payment.

- (c) To the extent that any loss, damage or destruction to the buildings or other property is covered by insurance procured by the Board of Directors, the Board of Directors shall have no claim or cause of action for such loss, damage or destruction against any unit owner or lessee. To the extent that any loss, damage or destruction to the property of any unit owner or lessee is covered by insurance procured by such owner or lessee, such owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board of Directors, the Association of Unit Owners, or any other unit owner.
- (d) Notwithstanding anything herein to the contrary, if the Association of Unit Owners votes to terminate the condominium pursuant to New Hampshire Revised Statutes Annotated Section 356-B:34 (subject to paragraph 20 below) the proceeds of the Policy will be distributed among the unit owners and their mortgages as their respective interests may appear.

13. Liability and Other Insurance. The Board of Directors on behalf of the Association of Unit Owners, as a common expense, shall also obtain and maintain at all times comprehensive general liability insurance by master liability policy (and individual vehicle policies, as appropriate) covering the Association of Unit Owners, its Board of Directors, the managing agent (if any), all persons acting or who may act as agents or employees of any of the foregoing with respect to the condominium, all unit owners in the condominium and other persons entitled to occupy any unit or other portion of the condominium, with an insurer authorized to do business in New Hampshire, with limits of not less than a single limit of \$1,000,000 or such higher limits as may be required by reasonable and prudent standards. Said policy shall include the so-called "Broadening Endorsement" with Severability of Interest endorsement or equivalent coverage (which shall preclude the insurer from denying the claim of a unit owner because of negligent acts of the Association of Unit Owners or other unit owners) and shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects.

The Board of Directors may in its discretion obtain and maintain on behalf of the Association of Unit Owners and as a common expense such other insurance as

the Board of Directors or the Association shall deem desirable, including without limitation workmen's compensation.

14. Review of Insurance. The Board of Directors will review not less frequently than annually the adequacy of its insurance program and will, if requested by unit owners report to each unit owner in writing the Board's conclusions and actions taken, from time to time. Also, the Board of Directors shall provide each unit owner with notices describing each new policy of insurance and all amendments and terminations thereof, as and when occurring, in the same manner as it provides notices of Association meetings as set forth in the By-Laws, all as required by New Hampshire Revised Statutes Annotated, Section 356-B:43 II, or any successor statute.

15. Unit Owner's Insurance and Responsibility for Increase in Premiums of Master Policies. Each unit owner may (and is solely responsible to) obtain additional insurance for his or her own benefit at his or her own expense. No policy may be written so as to decrease the coverage under any of the master policies obtained by the Board of Directors and each unit owner hereby assigns to the Board of Directors the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of Paragraph 12, as if produced by said coverage. Copies of all such policies (except policies covering only personal property of individual unit owners) shall be filed with the Board of Directors.

16. Notice to Board of Directors of Unit Owner's Improvements. Each unit owner shall notify the Board of Directors in writing of all improvements to his or her unit (except personal property other than fixtures) which exceed \$1,000,000 said notice to be given within 20 days after the commencement of construction of such improvement. Upon receipt of such notice, the Board of Directors shall notify the insurer under any policy obtained pursuant to the Paragraph 12 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the owner(s) of the improved unit. No unit owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise consented by unanimous vote of the Board of Directors.

17. Fidelity Coverage. The Board of Directors will purchase and maintain fidelity coverage to protect against dishonest acts on the part of persons responsible for handling funds belonging to or administered by the Association of Unit Owners. The fidelity bond or insurance shall name the Association of Unit Owners as named insured and shall be in an amount not less than 1/2 times the Association's estimated annual operating expenses and reserves. Such bond or insurance shall include within coverage by endorsement if necessary, those persons including without limitation the Board of Directors, who serve the Association without compensation. The foregoing shall not restrict the Board or Directors from purchasing at common expense such further fidelity coverage or the like as they shall determine.

18. Sales. Declarant and any successor in interest as developer of the condominiums, and his agents and employees, may maintain a sales office within any unit owned by Declarant. In addition, Declarant and his successors, assigns and agents, may enter onto and use all common areas of the condominium to conduct and promote sales of individual units, including the right to conduct advertising, place signs, use parking areas, erect temporary lighting, show the condominium to prospective purchasers, and other reasonable sales efforts. All of Declarant's rights under this section shall continue until all units in the condominium have been sold to third parties. Upon termination of reserved rights, any signs or sales facilities located within any common area shall forthwith be removed.

19. Amendments to the Condominium and Termination. This Declaration, the By-Laws, the Floor Plan, the Site Plan or any other condominium instruments (as defined by New Hampshire Revised Statutes Annotated Chapter 356-B) may be amended from time to time, or this condominium may be terminated, only in strict compliance with New Hampshire Revised Statutes Annotated Section 356-B:34, as amended from time to time or any successor statute, subject to Paragraphs 20 and 21 of this Declaration.

20. FHLMC / FNMA Compliance. The provisions of this paragraph shall apply notwithstanding anything to the contrary, express or implied, contained in this Declaration or the By-Laws.

Unless at least 100% of the holders of the first mortgages of units in the condominium (based on one vote for each mortgage) shall have given their prior written approval, the Declaration, the By-Laws or any other condominium instruments (as defined by New Hampshire Revised Statutes Annotated Chapter 356-B) shall not be amended in any manner contrary to the matters set forth in this Section 21. Further, the following requirements apply to the condominium:

- (a) Unless all of the first mortgages holding mortgages on the individual units in the the condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the unit owners nor the Board of Directors of the Association of Unit Owners or the Association itself, shall take any of the following actions (by amendment to the Declaration or otherwise):
 - (i) By act or omission, seek to abandon or terminate the condominium;
 - (ii) Change the prorata interest or obligations of any individual unit for the purpose of
 - (1) levying assessments or charges or allocating distributions allocating distributions of hazard insurance proceeds or condemnation awards, or

- (2) determining the prorata share of ownership of each unit in the common areas and facilities;
 - (iii) Partition or subdivide any unit;
 - (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;
 - (v) Use hazard insurance proceeds for losses to any property of the condominium (whether to units or to common areas) for other than repair, replacement or reconstruction of such property of the condominium.
- (b) Any first mortgagee who obtains title to a unit by foreclosure or pursuant to any other remedies provided in the mortgage or By-Laws will not be liable for such unit's unpaid common expenses, charges or dues which accrued prior to the acquisition of title to such unit by the mortgagee.
 - (c) In no case shall any provision of this Declaration or the By-laws or any other condominium instrument give to a unit owner or any other party any priority over any rights of the first mortgagee of the unit pursuant to its mortgage in the case of distribution to such unit owner of insurance proceeds or condemnation award for losses to or a taking of such unit and / or the common areas and facilities of the condominium.
 - (d) In the event any right of first refusal in case of the sale or lease of a unit is incorporated into this Declaration or any other condominium instruments, such right of first refusal shall not impair the rights of a first mortgagee to:
 - (i) Foreclose or take title to a unit pursuant to the remedies provided in the mortgage;
 - (ii) Accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or
 - (iii) Sell or lease a unit acquired by the first mortgagee.

Any person taking title to a unit through foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the unit owners or the Association of Unit Owners and incorporated into this Declaration, the By-Laws and any other condominium instrument.

- (e) A first mortgagee, upon request to the Board of Directors of the Association of Unit Owners, will be entitled:
 - (i) To written notification from the Board of Directors of any default by its borrower who is an owner of a unit with respect to any obligation of such borrower under the Declaration or the By-Laws which is not cured within 60 days.
 - (ii) To inspect the books and records of the Association of Unit Owners during normal business hours;
 - (iii) To receive an audited financial statement of the Association of Unit Owners within 90 days following the end of any fiscal year of the Association;
 - (iv) To written notice of all meetings of the Association and to be permitted to designate a representative to attend all such meetings;and
 - (v) To prompt written notification from the Board of Directors of the Association of any damage by fire or other casualty to the unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said unit or the common areas and facilities of the condominium.
- (f) The Board of Directors shall make no agreement for professional management of the condominium with the Declarant or any other contract with the Declarant, which exceeds a term of three years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than 90 days written notice.

21. Definitions. All terms and expressions used in this Declaration which are defined in New Hampshire Revised Statutes Annotated Chapter 356-B shall have the same meanings here unless the context otherwise requires.

22. Partial Invalidity. The invalidity of any provision of this Declaration shall not impair or affect the validity of the remainder of this Declaration and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

Executed as of the day and year first above written.

23. Incorporation of Condominium Act. The Condominium Act, NH RSA 356-B, to the extent it is applicable, pertinent, not contradictory to this Declaration, or controlling, is incorporated herein by reference.

24. Effective Date. This Declaration shall take effect upon recording.

KEN MILLER CONSTRUCTION

By _____
Kenneth Miller Partner

By _____
Cilia Bannenberg Partner

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this
21st _____ day of _____ January _____, 1984 by Kenneth Miller and Cilia
Bannenberg, d/b/a Ken Miller Construction.

Justice of the Peace
John L. Ahlgren
My Commission Expires 8/12/86

The undersigned mortgagees hereby consent to the foregoing Condominium Declaration and the Condominium Floor Plan and Condominium Site Plan to be recorded herewith, and hereby agree that upon any foreclosure of all or a portion of the mortgaged property, each of the undersigned will recognize the terms and conditions of the condominium as set forth in said documents.

INDIAN HEAD BANK AND TRUST COMPANY
Market Square
Portsmouth, New Hampshire

By _____
Its
Holder of a mortgage dated
November 14, 1985, recorded
in Strafford County Registry
of Deeds in Book 1151,
Page 347

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

Personally appeared before me this 22d day of February,
1985, Robert C. Coughlin, known to me (or
satisfactorily proven) to be the person described in the foregoing instrument and
acknowledged that he executed the same in the capacity stated and for the purposes
therein contained.

Justice of the Peace
John L. Ahlgren
My Commission Expires 8/12/86

EXHIBIT A

A certain tract or parcel of land with the buildings thereon, situated in the Town of Lee, County of Strafford and State of New Hampshire on the Northerly side of Route 155A and the Easterly side of the Garrity Road, bounded and described as follows:

Begininning at a stone bound in the Northerly sideline of Route 155A in said Lee at the Southeasterly corner of the Gluke Cemetery; thence running S 59° 33' 33" E along said Route 155A Three Hundred Thirty-one and Forty-seven One Hundredths (331.47) feet, more or less, to a pipe at the Southwesterly corner of land now or formerly of Paul M. Hatch; thence running N 15° 42' 47" E along said Hatch land Two Hundred (200) feet, more or less, to a marker; thence running S 72° 22' 42" E along said Hatch land Two Hundred (200) feet, more or less, to a marker; thence running S 15° 20' W along said Hatch land Two Hundred (200) feet, more or less, to a pipe in the Northerly side line of Route 155A; thence running S 75° 46' 42" E along said Route 155A Three Hundred Ten and Eighty-Four One Hundredths (310.84) feet, more or less, to a pipe; thence running S 81° 39' 08" E along said Route 155A Four Hundred Sixty-eight and Ninety-two One Hundredths (468.92) feet, more or less, to an iron pipe; thence running S 88° 07' 19" E along said Route 155A to the line marking the division between the towns of Lee and Durham; thence running Northeasterly along said town line to a point at the center line of the Oyster River; thence running generally Northerly along the center line of the Oyster River to a point Twenty (20) feet, more or less S 71° 27' 30" E of an iron pipe; thence running N 71° 27' 30" W along other land of said Tecce and through said pipe One Thousand Two Hundred and Thirty-eight and Sixty-seven One Hundredths (1,238.67) feet, more or less, to a pipe set in the Easterly side line of the Garrity Road; thence running S 22° 52' W along the Garrity Road Sixty (60) feet, more or less, to an iron rod at the Northwesterly corner of land now or formerly of Florence Minichiella; thence running S 69° 54' 10" E along said Minichiella land One Hundred Ninety-eight and Thirty-two One Hundredths (198.32) feet, more or less, to an iron rod; thence running S 20° 08' W along said Minichiella land Two Hundred and Forty One Hundredths (200.40) feet, more or less, to an iron rod at land now or formerly of Robert and Gale Teeri; thence running S 69° 41' 44" E along said Teeri land One Hundred Six and Forty-two One Hundredths (106.42) feet, more or less, to an iron pipe; thence running S 20° 12' 54" W along said Teeri land Two Hundred Eighty-five and Thirty-eight One Hundredths (285.38) feet, more or less, to an iron pipe; thence running N 69° 44' 42" W along said Teeri land Three Hundred Five and Fifty-five One Hundredths (305.55) feet, more or less, to an iron pipe in the Easterly side line of said Garrity Road; thence running S 25° 48' 40" W along said Garrity Road One Hundred Forty-one and Sixty-three One Hundredths (141.63) feet, to a spiked white pine tree and thence continuing along said Garrity Road S 27° 15' 28" W, Two Hundred Seven and Seventy-five One Hundredth (207.75) feet, more or less, to a spiked Twelve (12") inch locust tree and thence continuing along said Garrity Road S 34° 33' 12" W along said Garrity Road One Hundred Thirty-six and Twelve One Hundredths (136.12) feet, more or less, to a stone bound at the Northwesterly corner of the Gluke Cemetery; thence running along the Gluke Cemetery S 60° 48' 49" E Sixty and Sixty-seven One Hundredths (60.67) feet, more or less, to an iron post, S 30' 28" W Sixteen and Twenty-nine One Hundredths (16.29) feet, more or less, to an iron post S 61° 27' 48" E Twenty-seven and Fifty-five One Hundredths (27.55) feet, more or less, to a stone bound, S 28° 47' 42" W Fifty-two and Thirty-six One Hundredths (52.36) feet, more or less, to a stone bound, and S 60° 46' E Forty-four and

EXHIBIT A

Ninety-six One Hundredths (44.96) feet, more or less, to a stone bound; thence running S 25 ° 18' W along said Gluke Cemetery One Hundred Twenty and Twelve One Hundredths (120.12) feet, more or less, to a stone bound; thence running S 26° W One Hundred Seventy-seven and One Tenth (177.1) feet, more or less, to a stone bound; and thence running S 23° 51' 24" W along said Gluke Cemetery One Hundred Nineteen and Seventy-eight One Hundredths (119.78) feet, more or less to the stone bound at the point of beginning; containing approximately Forty-Two (42) acres of said Lee.

Being the same premises conveyed to Kenneth Miller and Cilia Bannenberg by Warranty Deed of Louise Tecce, date of November 14, 1984 and recorded in the Strafford County of Deeds as Book 1151 Page 0344.

Subject to a mineral rights easement in the limited area described on "Amended Subdivision Plan of Land for Louise Teece" dated December 11, 1984, by Bruce L. Pohopek, recorded in Strafford County of Deeds as Plan No. 24 A-166.

EXHIBIT B

<u>Unit No.</u>	<u>Approximate Area In Square Feet</u>	<u>Common Interest (stated in a fraction)</u>
1-2		1/21
1-4		1/21
1-6		1/21
1-8		1/21
1-10		1/21
2-12		1/21
2-14		1/21
2-16		1/21
2-18		1/21
2-20		1/21
3-22		1/21
3-24		1/21
3-26		1/21
3-28		1/21
3-30		1/21
4-32		1/21
4-34		1/21
4-36		1/21
4-38		1/21
4-40		1/21
4-42		1/21