



Application for Condominium Conversion/Creation

City of Rochester, New Hampshire

Date: 10.23.23

Property information

Tax map #: 0117; Lot #'s: 0171; Zoning district: R2

Property address/location: 106 Winter Street, Rochester

Name of project (if applicable): 106 Winter Street Condominium

Applicant

Name (include name of individual): Nathan Dickey

Mailing address: 30 Orchards Way, Wolfeboro NH 03894

Telephone #: 603-817-1088 Email address: ndickey@kw.com

Property owner (if different from applicant)

Name (include name of individual): Nathan Dickey & Bradley Kelly

Mailing address: (same as above)

Telephone #: _____ Email address: _____

Number of condominium units 2; conversion? yes or new construction? no

Any comments _____

Signature _____

Date: 10/23/23

Please note: One full set of documents must be submitted with this application, including condominium declaration, bylaws, floors plans, and site plan. Condominiums are approved administratively except in cases where the staff determines that review by the City Attorney is appropriate. In such cases, the owner/applicant shall pay the costs of that review. Thank you.

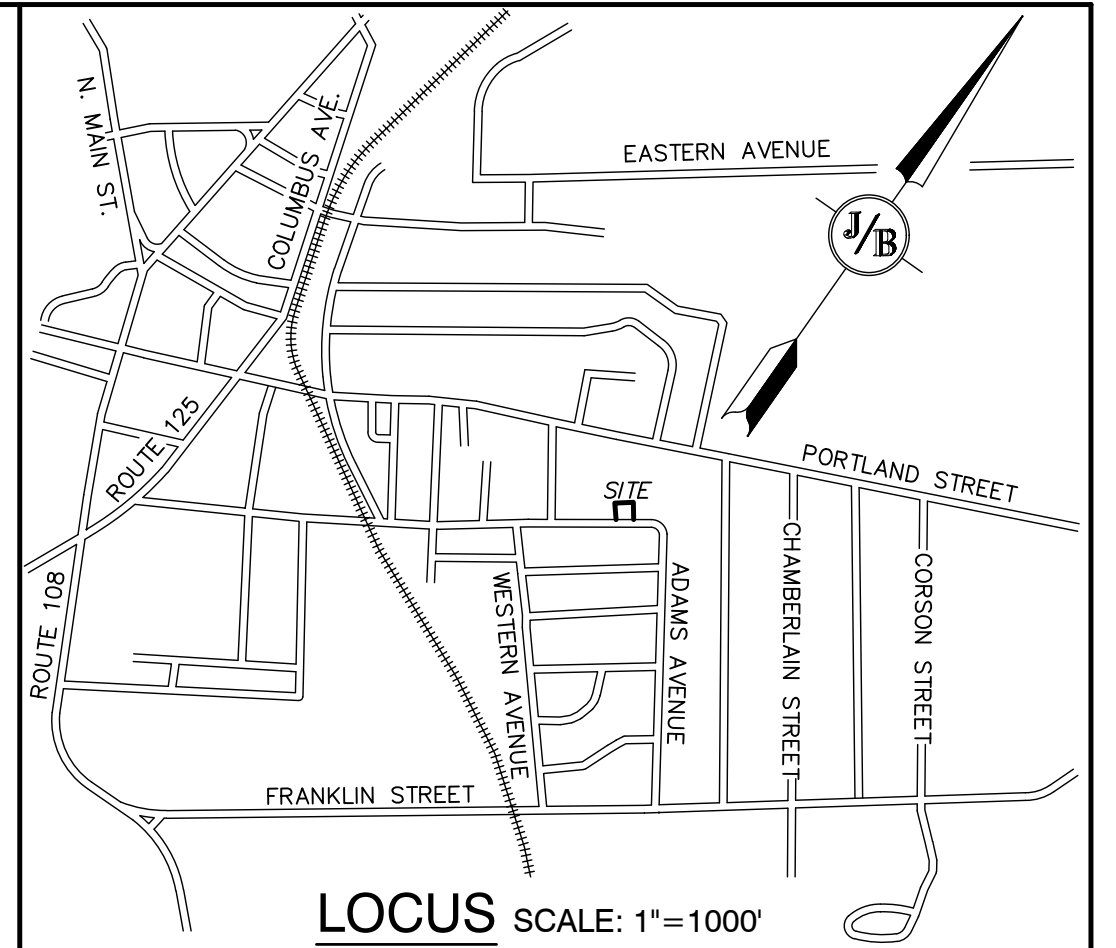
Office Use Only

Staff Final Determination: _____ Comments: _____

Signature: _____ Date: _____

	PROPERTY LINE
	ABUTTER PROPERTY LINE
	BUILDING SETBACK
	SURVEY TIE LINES
	EDGE OF PAVEMENT
	EDGE OF GRAVEL
	OVERHEAD ELECTRIC LINES
	CATCH BASIN
	DRAIN MANHOLE
	HYDRANT
	WATER GATE VALVE
	UTILITY POLE
	GUY WIRE ANCHOR
	ELECTRIC METER
	IRON PIPE

1. "PROPERTY OF WALLACE CAVERLY AND CORSON, ROCHESTER N.H." DATED 1891. PREPARED BY J. F. SPRINGER AND L. I. SCRUTON. S.C.R.D. POCKET 8, FOLDER 1, PLAN 3.
2. "PLAN OF LAND, ELIZABETH ROGERS, ROCHESTER N.H." DATED NOVEMBER 1978. PREPARED BY FREDERICK E. DREW ASSOCIATES. S.C.R.D. PLAN 17C-101.
3. "PLAN OF LAND, ARTHUR R. ABBOTT, ROCHESTER N.H." DATED APRIL 1979. PREPARED BY FREDERICK E. DREW ASSOCIATES. S.C.R.D. PLAN 17C-105.
4. "SUBDIVISION PLAN, ELIZABETH A. ROGERS, ROCHESTER, N.H." DATED SEPTEMBER 1988. PREPARED BY FREDERICK E. DREW ASSOCIATES. S.C.R.D. PLAN 35-52.
5. "MORRILLS COURT CONDOMINIUM ASSOCIATION SITE PLAN, 8A & 8B MORRILL COURT, ROCHESTER, STRAFFORD COUNTY, NEW HAMPSHIRE." DATED JANUARY 2017. PREPARED BY NORWAY PLAINS ASSOCIATES, INC. S.C.R.D. PLAN 112-98.

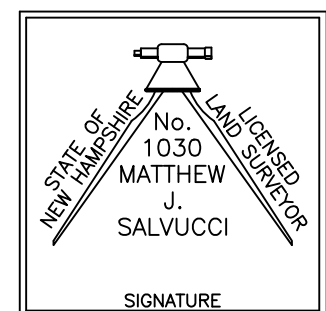


1. THE INTENT OF THIS PLAN IS TO CONVERT AN EXISTING TWO-UNIT RESIDENTIAL STRUCTURE INTO TWO CONDOMINIUM UNITS.
2. DEED REFERENCE S.C.R.D. BOOK 4723, PAGE 162.
3. ZONING DISTRICT: RESIDENTIAL 2
LOT AREA MINIMUM = 9,000 SF (TWO FAMILY)
LOT FRONTAGE MINIMUM = 80' (TWO FAMILY)
BUILDING SETBACKS (MINIMUM):
FRONT SETBACK = 10'
SIDE SETBACK = 8'
REAR SETBACK = 20'
MAX. BUILDING HEIGHT = 35'
4. THE UTILITY LOCATIONS SHOWN HEREON WERE DETERMINED BY OBSERVED ABOVE GROUND EVIDENCE AND SHOULD BE CONSIDERED APPROXIMATE IN LOCATION ONLY. LOCATION, DEPTH, SIZE, TYPE, EXISTENCE OR NONEXISTENCE OF UNDERGROUND UTILITIES AND/OR UNDERGROUND STORAGE TANKS WAS NOT VERIFIED BY THIS SURVEY. ALL CONTRACTORS SHOULD NOTIFY IN WRITING ALL UTILITY COMPANIES AND GOVERNMENT AGENCIES PRIOR TO ANY EXCAVATION WORK OR CALL DIG-SAFE AT 1-888-DIG-SAFE.
5. THE SUBJECT PARCEL IS NOT LOCATED WITHIN AN AREA HAVING A SPECIAL FLOOD HAZARD ZONE DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 33017C0212D, WITH EFFECTIVE DATE OF MAY 17, 2005.
6. BASIS OF BEARING: HORIZONTAL - MAGNETIC, PER PLAN REFERENCE 2.
VERTICAL - ASSUMED.
7. CERTAIN DATA HEREON MAY VARY FROM RECORDED DATA DUE TO DIFFERENCES IN DECLINATION, ORIENTATION, AND METHODS OF MEASUREMENT.
8. ALL BOOK AND PAGE NUMBERS REFER TO THE STAFFORD COUNTY REGISTRY OF DEEDS.
9. THE TAX MAP AND LOT NUMBERS ARE BASED ON THE CITY OF ROCHESTER TAX RECORDS AND ARE SUBJECT TO CHANGE.
10. RESEARCH WAS PERFORMED THROUGH THE CITY OF ROCHESTER ASSESSOR'S WEBSITE, AND THE STAFFORD COUNTY REGISTRY OF DEEDS.
11. THIS SURVEY IS NOT A CERTIFICATION TO OWNERSHIP OR TITLE OF LANDS SHOWN. OWNERSHIP AND ENCUMBRANCES ARE MATTERS OF TITLE EXAMINATION NOT OF A BOUNDARY SURVEY. THE INTENT OF THIS PLAN IS TO RETRACE THE BOUNDARY LINES OF DEEDS REFERENCED HEREON. OWNERSHIP OF ADJOINING PROPERTIES IS ACCORDING TO ASSESSOR'S RECORDS. THIS PLAN MAY OR MAY NOT INDICATE ALL ENCUMBRANCES EXPRESSED, IMPLIED OR PRESCRIPTIVE.
12. ANY USE OF THIS PLAN AND OR ACCOMPANYING DESCRIPTIONS SHOULD BE DONE WITH LEGAL COUNSEL, TO BE CERTAIN THAT TITLES ARE CLEAR, THAT INFORMATION IS CURRENT, AND THAT ANY NECESSARY CERTIFICATES ARE IN PLACE FOR A PARTICULAR CONVEYANCE, OR OTHER USES.
13. THE SURVEYED PROPERTY MAY POSSIBLY BE SUBJECT TO RIGHTS RESERVED IN BOOK 276 PAGE 573.
14. SURVEY THE LINES SHOWN HEREON ARE NOT BOUNDARY LINES. THEY SHOULD ONLY BE USED TO LOCATE THE PARCEL SURVEYED FROM THE FOUND MONUMENTS SHOWN AND LOCATED BY THIS SURVEY.

PURSUANT TO RSA 676:18-III AND RSA 672:14
I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE
AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR
PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE
SHOWN.

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE LAND AND EXISTING IMPROVEMENTS SHOWN THEREON AND TO THE EXTENT FEASIBLE, ALL EASEMENTS APPURTENANT THERETO, AND THAT THE UNITS DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH NH RSA 356-B20 (I).

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN UNADJUSTED LINEAR ERROR OF CLOSURE THAT EXCEED BOTH THE MINIMUM OF 1:10,000 AS DEFINED IN SECTION 503.04 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MINIMUM OF 1:15,000 AS DEFINED IN SECTION 4.2 OF THE N.H.L.S.A. ETHICS AND STANDARDS.



ATE:

Design: MJS	Draft: MJS	Date: 10/19/23
Checked: MJS	Scale: AS SHOWN	Project No.: 23101
Drawing Name: 23101-SURVEY.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

0	10/19/23	ISSUED FOR REVIEW	MJS
REV.	DATE	REVISION	BY

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.

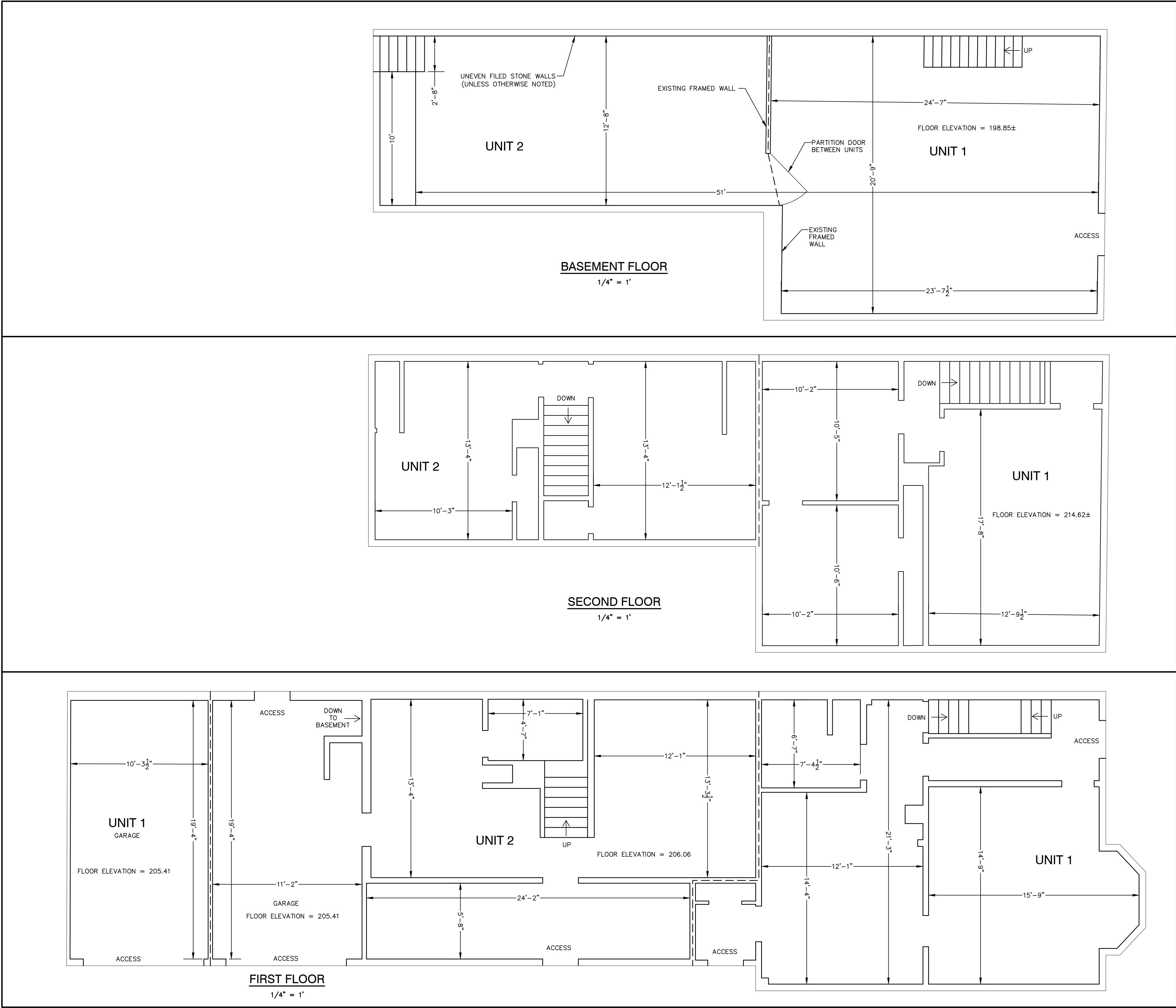
85 Portsmouth Ave. *Civil Engineering Services* 603-772-4746
 PO Box 219
 Stratham, NH 03885 E-MAIL: JBE@JONESANDBEACH.COM

Plan Name:	CONDOMINIUM STE PLAN 106 WINTER STREET CONDOMINIUM
Project:	TAX MAP 117, LOT 171 106 WINTER STREET, ROCHESTER, NH
Owner of Record:	BRADLEY KELLY & NATHAN DICKEY 14 FRANCESCA WAY, NOTTINGHAM, NH 03290

DRAWING No.

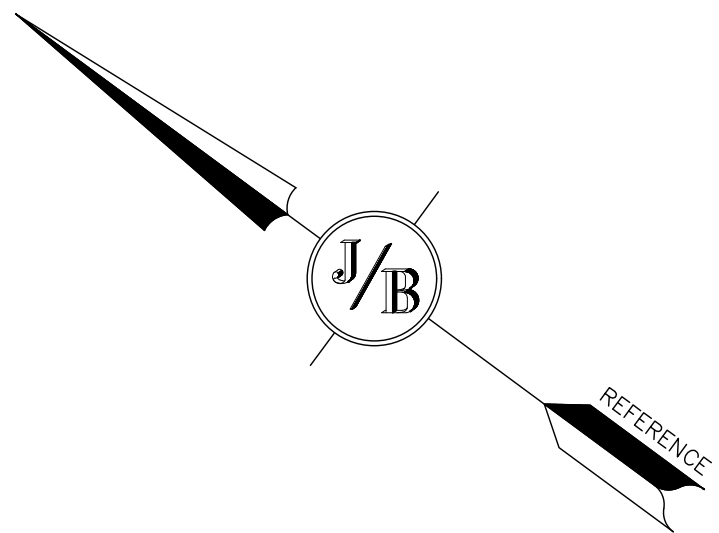
CS1

SHEET 1 OF 2
JBE PROJECT NO. 23101



NOTES:

- THE INTENT OF THIS PLAN IS TO SHOW THE FLOOR PLANS OF EXISTING STRUCTURES LOCATED AT 106 WINTER STREET, ROCHESTER, NH.
- DEED REFERENCE S.C.R.D. BOOK 4723, PAGE 162.
- SEE DECLARATION OF CONDOMINIUM, AND CONDOMINIUM SITE PLAN (PLAN REF. 1.) FOR LIMITED COMMON AREA, AND HORIZONTAL UNIT BOUNDARIES.
- BASIS OF BEARING: HORIZONTAL – PLAN REFERENCE 2. VERTICAL – ASSUMED. SEE BENCHMARKS ON SITE PLAN.
- FLOOR PLAN MEASUREMENTS WERE MADE DURING THE MONTH OF AUGUST 2023.
- FLOOR ELEVATIONS SHOWN HEREON ARE ROUNDED TO THE NEAREST TENTH OF A FOOT DUE TO VARIATIONS IN ELEVATIONS AND MATERIALS.
- BASEMENT FLOOR MEASUREMENTS ARE ROUNDED TO THE NEAREST INCH DUE TO VARIATIONS STONE FOUNDATION.
- DASHED LINES INDICATE UNIT BOUNDARIES.



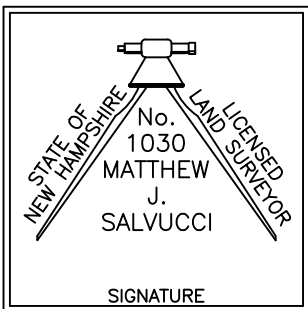
		FRONT UNIT ROOF 231.6
	MIDDLE UNIT ROOF 223.71	
GARAGE ROOF 215.6	SECOND FLOOR 214.62	
GARAGE FLOOR 206.16	FIRST FLOOR 206.16	
	BASEMENT 198.86	

ELEVATION VIEW
NOT TO SCALE

CONDOMINIUM FLOOR PLAN CERTIFICATION:

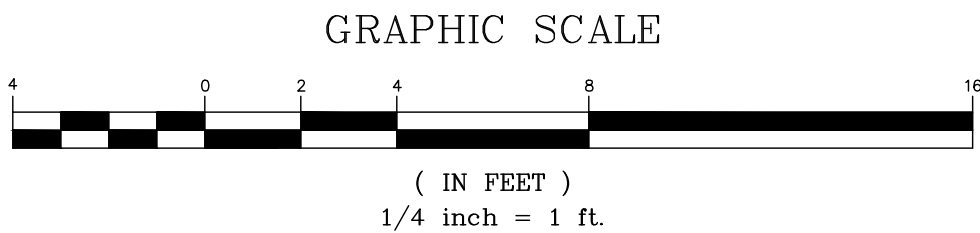
PURSUANT TO RSA 676:18-III AND RSA 672:14 I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN IS ACCURATE, THAT THESE FLOOR PLANS ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE NEW HAMPSHIRE CONDOMINIUM ACT RSA 356-B:20 II AND V, AND THAT THE UNITS SHOWN ARE SUBSTANTIALLY COMPLETE.



MATTHEW J. SALVUCCI, LLS 1030
ON BEHALF OF JONES & BEACH ENGINEERS, INC.

DATE:



Design: MJS	Draft: MJS	Date: 10/19/23
Checked: MJS	Scale: AS SHOWN	Project No.: 23101
Drawing Name: 23101-SURVEY.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

0	10/19/23	ISSUED FOR REVIEW	MJS
REV.	DATE	REVISION	BY

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.

85 Portsmouth Ave. PO Box 219 Stratham, NH 03885

Civil Engineering Services

603-772-4746
E-MAIL: JBE@JONESANDBEACH.COM

Plan Name:	CONDOMINIUM FLOOR PLANS 106 WINTER STREET CONDOMINIUM
Project:	TAX MAP 117, LOT 171 106 WINTER STREET, ROCHESTER, NH
Owner of Record:	BRADLEY KELLY & NATHAN DICKEY 14 FRANCESCA WAY, NOTTINGHAM, NH 03290

DRAWING No.
CS2
SHEET X OF 2 JBE PROJECT NO. 23101

DECLARATION OF CONDOMINIUM
OF
106 WINTER STREET CONDOMINIUM

**Pursuant to the provisions of the
New Hampshire Condominium Act,
N.H. RSA 356-B**

Dated: _____, 2023

**DECLARATION OF CONDOMINIUM
106 WINTER STREET CONDOMINIUM**

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1. Declarant; Property; County; Name. **Bradley Kelley**, a natural person having an address of 14 Francesca Way, Nottingham, New Hampshire 03290, **Nathan W. Dickey**, a natural person having an address of 30 Orchards Road, Wolfeboro, New Hampshire 03894, and **Adam Dow**, a natural person having an address of 95 Canopache Road, Wolfeboro, New Hampshire 03894 (collectively, the “Declarant”), the owners in fee simple of certain real estate located at 106 Winter Street in Rochester, Strafford County, New Hampshire, as more specifically described in **Exhibit A** attached hereto and incorporated herein by reference (“Real Estate”), hereby submits the Real Estate, subject to or including, as the case may be, all easements, rights and appurtenances thereto and any improvements erected thereon (collectively, “Property”) to the provisions of the New Hampshire Condominium Act, RSA 356-B (the “Act”), and hereby creates with respect to the Property a residential condominium, to be known as “106 WINTER STREET CONDOMINIUM” (“Condominium”).

Section 1.2 Defined Terms. Capitalized terms not otherwise defined herein or in the Bylaws shall have the meanings specified or used in the Act. The following terms shall have specific meanings as follows:

- (a) “Annual Assessment” means a Unit’s share of the anticipated Common Expenses and Limited Expenses for each fiscal year of the Association as reflected in its budget for such year, collected on a monthly basis.
- (b) “Association” means the 106 Winter Street Condominium Association, a voluntary corporation and its successors.
- (c) “Board of Directors” or “Board” means the executive and administrative entity designated in the Bylaws as the governing body of the Association.
- (d) “Building” means the building described in Section 2.4.
- (e) “Bylaws” means the document providing for the governance of the Association pursuant to the Act and attached hereto as **Exhibit B**, as the same may be amended from time to time.
- (f) “Common Area” means all portions of the Property located (i) outside of the Units (whether or not designated as such on the Plans and (including, without limitation all areas over which an easement is granted for the benefit of the Real Estate), or (ii) within any Unit as set forth in Section 2.6.

(g) “Common Expenses” means expenditures made, liabilities incurred or reserves created by or on behalf of the Association relating to the Condominium, the Property or the Association or as is otherwise permitted by the Act (other than expenses incurred in connection with any remedial maintenance to a Unit authorized hereunder).

(h) “Common Expense Liability” means the liability for Common Expenses allocated to a Unit in accordance with the Act and this Declaration.

(i) “Condominium” means the real property, and any interests therein, lawfully submitted to the Condominium Act by the recordation of the Condominium Instruments pursuant to the Condominium Act.

(j) “Declarant” means the Declarant described in Section 1.1 and any successor or assign who comes to stand in the same relation to the Condominium as that relation is determined by the Act. Notwithstanding the foregoing, a mortgagee of any portion of this property prior to foreclosure shall not be deemed to come within this definition of Declarant, nor shall the Association if not controlled by the Declarant.

(k) “Declaration” means this document (and all exhibits or appendices attached hereto and incorporated herein), as the same may be amended from time to time.

(l) “Eligible Mortgage” means any mortgage to (i) the seller of a Unit; or (ii) a bank, trust company, bank and trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender.

(m) “Eligible Mortgagee” means the holder of an Eligible Mortgage.

(n) “Environmental Laws” means all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment. Environmental Laws shall include, but not be limited to, those laws regulating the use, generation, storage or disposal of Hazardous Materials.

(o) “Hazardous Materials” means any hazardous substances, wastes and materials covered by any Environmental Law.

(p) “Identifying Number” means the distinct number that identifies each Unit as shown on the Plans. The Identifying Number of a particular Unit may be different than the Unit’s street address assigned by the applicable governmental agencies for emergency services purposes.

(q) “Limited Common Area” means those parts of the Common Area serving exclusively one Unit as an appurtenance thereto, the enjoyment, benefit and use of which are

reserved to the lawful occupants of such Unit and which are further described on the Plans and/or in this Declaration as Limited Common Area.

(r) “Limited Expenses” means expenses incurred in connection with the operation, maintenance, repair, improvement and replacement of any Limited Common Area, or any portion thereof, or any expenses for services benefiting one or more, but less than all, Units, for which the Association is responsible pursuant to this Declaration or the Act.

(s) “Master Casualty Policy” means the insurance policy maintained by the Association pursuant to this Declaration, including fire and extended coverage on all structures that in whole or in part comprise portions of the Common Area, hazard and flood insurance on the Common Area, liability insurance, and fidelity insurance coverage in at least such amounts and containing, among other provisions deemed appropriate by the Board of Directors, such provisions as the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (FHLMC) or such other federal mortgage loan purchase may require in order for mortgages on Units to qualify for purchase by such federal mortgage loan purchaser.

(t) “Officer” means any member of the Board of Directors or official of the Association.

(u) “Percentage Interest” means the undivided proportional interest in the Common Area appurtenant to each Unit, as set forth in Exhibit C attached hereto and incorporated herein by reference, as such percentage may be adjusted from time to time in accordance with this Declaration and the Act.

(v) “Person” or “Persons” means and includes individuals, partnerships, firms, associations, joint ventures, business trusts, corporations or any other form of entity.

(w) “Plans” means the plans entitled “Condominium Site Plan, 106 Winter Street Condominium” and “Condominium Floor Plans, 106 Winter Street Condominium,” last revised October 19, 2023, prepared by Jones & Beach Engineers, Inc., and recorded or to be recorded in the Stafford County Registry of Deeds, as the same may be amended from time to time.

(x) “Rules and Regulations” means such rules and regulations as are promulgated by the Association from time to time with respect to various matters relating to the use of all or any portion of the Condominium, if any, which either supplement or elaborate upon the provisions of this Declaration or the Bylaws.

(y) “Special Assessment” means any assessment made by the Association, other than the Annual Assessment, against one, some or all of the Units, when authorized by this Declaration, the Bylaws or the Act.

(z) “Unit” means a Unit as described herein and in the Plans.

(aa) “Owner” or “Owner” means the Declarant or any other Person who owns a Unit but excluding a Person having an interest in a Unit solely as security for the performance of an obligation.

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS AND COMMON
EXPENSE LIABILITIES; VOTING RIGHTS; DESCRIPTION
OF UNITS; UNIT BOUNDARIES; LIMITED COMMON AREA

Section 2.1 Description of Common Area. The Common Area consists of all portions of the Property not included in and defined as being a part of a Unit. There shall be appurtenant to each Unit an undivided interest in the Common Area to be held in accordance with Section 8.3 of this Declaration.

Section 2.2 Percentage Interest and Common Expense Liability. Attached hereto and incorporated herein by reference as **Exhibit C** is a list of all Units by their Identifying Numbers and the Percentage Interest in the Common Areas appurtenant to each Unit. Each Unit within the Condominium shall be allocated an equal Percentage Interest and, except with respect to Limited Expenses, shall share equally in the Common Expense Liability. There shall be appurtenant to each Unit an undivided interest in the Common Area equal to the Unit’s Percentage Interest.

Section 2.3 Allocation of Owners’ Voting Rights. The number of votes in the Association to which each Owner is entitled is equal to the Percentage Interest of such Unit, so that the maximum number of votes eligible to be cast by the Owners as a group shall be one hundred (100).

Section 2.4 Description of Units. The Condominium contains two (2) Units situated in a single two (2) story, wood-frame building constructed on a stone, concrete or cement basement, together with an attached single story garage on a stone, concrete or cement foundation. As more particularly set forth in Section 2.5 below and as shown on the Plans, each Unit consists of the interior portions of each floor of the Building, including interior portions of the attached garage.

Section 2.5. Unit Boundaries.

(a) **General.** The Plans show the location and dimensions of the Units, Common Area and Limited Common Area comprising the Property. The Unit boundaries with respect to the floors, ceilings, walls, doors and windows are as described below.

(b) **Horizontal Boundaries.** The upper and lower (horizontal) boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

- (i) Lower Boundary: The unfinished interior surface of the lowermost structural floor material such as concrete slab or basement floor.
- (ii) Upper Boundary: The unfinished interior surface of the uppermost ceiling.

(c) Vertical Boundaries. The perimeter (vertical) boundaries of each Unit shall be as follows

- (i) Perimeter Walls: The unfinished interior surfaces of the exterior building walls, common walls, and walls enclosing stairwells and mechanical areas which are used by more than one Unit.
- (ii) Doors and Door Frames: As to entrance doors and doorframes, the finished exterior surfaces thereof and, as to entrance door frames, the unfinished interior surfaces thereof.
- (iii) Windows and Window Frames: As to windows, the exterior surface of the glass, and as to window frames, the unfinished interior surface thereof.

(d) Each Unit shall include the portions of the Building within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area which may be located therein. The interior surface of the perimeter walls, door frames, floors and ceilings of a Unit, consisting of, inter alia, and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of the Unit shall be deemed to own such interior surfaces, the interior walls and partitions which are contained in such Owner's Unit and shall also be deemed to own the window glass and glass vents of such Unit, the entrance doors, the doors connecting such Unit with the Limited Common Area reserved for such Unit, if any, and any screen doors and window screens.

(e) The pipes, plumbing, water supply system and septic system components, ducts, flues, elevators, chutes, conduits, wires, and other utility installations, including heating and air conditioning systems situated in a Unit, which serve that Unit alone, are part of the Unit; provided that such items (or their components) in a Unit which serve more than one Unit are Limited Common Area appurtenant to the Units so served. Ducts, flues, chutes, conduits, wires, and other utility installations, including heating and air conditioning systems, which lie outside of the aforementioned designated boundaries of a Unit, and serving only that Unit, shall be deemed Limited Common Area appurtenant to that Unit, while any portions thereof serving more than one Unit shall be deemed part of the Limited Common Area appurtenant to the Units so served.

Section 2.6 Common Area Within a Unit. The Owner of a Unit shall be deemed not to own any public utility lines nor any pipes, wires, cables, chutes, flues, conduits, meters, pumps,

valves, switches or other electrical or mechanical structures, connections or equipment that are utilized for or serve more than one Unit or serve any portion of the Common Area, which items, to the extent they are not owned by a third party or public utility, are hereby made a part of the Common Area.

Section 2.7 Limited Common Area. The Limited Common Area shall consist of all portions of the Property identified and designated as Limited Common Area on the Plans and/or defined as such by the Act. Such Limited Common Area includes all decks and porches (and any projections over decks and porches), balconies, patios, steps, stairs, storage areas and any other equipment, fixtures, apparatus or areas serving a single unit but located outside the boundaries thereof, as well as those items referenced as Limited Common Area in Section 2.5. Each Limited Common Area is shown on the Plans and is designated by a number which corresponds to the Unit to which such area is Limited Common Area. Limited Common Area may not be reassigned by any Owner.

ARTICLE III RESTRICTIONS ON USE OF UNITS; RELOCATION OF UNIT BOUNDARIES; PARKING

Section 3.1. Residential Use. The Condominium and each of the Units are intended for and shall be occupied and used only for residential purposes by the Owner, and by tenants, guests, invitees and licensees of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

Section 3.2 Subdivision of Units and Relocation of Unit Boundaries. No Unit may be subdivided nor shall any Unit boundaries be relocated.

Section 3.3 Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, and uniform in application, concerning the use and enjoyment of the Units and the Common Area, may be made from time to time by the Board of Directors. No such Rules or Regulations shall materially interfere with the normal operations of a Unit for the conduct of any use otherwise permitted hereunder. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Board of Directors promptly after adoption of such Rules and Regulations or any amendments thereto. In addition to the restrictions and limitations set forth elsewhere in this Declaration, the following rules shall govern the use of the Units and Common Areas:

(a) No Unit or Common Area shall be used in a manner which is inconsistent with the residential character of the Condominium.

(b) Occupants of Units shall not place or install any furniture, furnishings, plantings, artwork, wall hangings, fixtures or anything else in or on the Common Areas (excluding

Limited Common Area, which, subject to Section 3.10, may be used for such purposes by the Owner to which the Limited Common Area is appurtenant). Notwithstanding the foregoing, subject to Section 47-a of the Act, the Board of Directors shall determine, either by adoption of specific rules or on a case by case basis, whether and to what extent Owners will be permitted to place flags, banners, and other decorations on the outside of a Unit or within a Limited Common Area or the Common Area.

(c) There shall be no outdoor lighting within the Condominium except conventional entranceway lighting with all lighting shielded in such manner as to direct the direct light rays in a downward direction.

(d) No storage or overnight parking of trucks (excepting pickup trucks used by Owners as principal personal vehicles), tractor-trailers or other commercial vehicles, boats, campers, or trailers, all-terrain vehicles and snowmobiles shall be permitted on or within the Property.

(e) The use of wood burning stoves, pellet stoves, charcoal grills and fireplaces within the Units, porches, decks or balconies is prohibited.

(f) No clothing, laundry, rugs or other objects shall be hung, shaken or thrown from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view.

(g) All refuse and trash shall be placed in locations specifically designated by the Association and no garbage or trash shall be permitted to remain in public view.

(h) No more than two (2) common household pets per Unit shall be kept or maintained on the Property, nor shall any animal be kept, bred or maintained for commercial purposes on the Property. Pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be reasonable and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of said Pet, and any costs incurred by the Association in enforcing the rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Board of Directors harmless against such loss or liability resulting from said pet.

(i) No nuisance (including, without limitation, disturbing noises) shall be allowed, nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.

(j) Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Condominium, or which would structurally change a building or improvements thereon except as provided in this Declaration or the Bylaws.

(k) No Owner, tenant or guest shall install, maintain, store or leave any personal property in or on the Common Area (excluding Limited Common Area).

(l) No flammable, combustible, or explosive fluid, chemical, or substance, shall be kept in any Unit or within the Common Area except such as are required for normal household use or other use permitted by this Declaration. The use of gas grills is permitted, provided that while in use, no grill is left unattended nor placed closer than three (3) feet to any structure.

(m) No vehicle maintenance of any kind, with the exception of changing a flat tire or other such minor or emergency repairs (the determination of which shall be in the Board of Directors' sole discretion) shall be conducted on or within the Condominium.

(n) Neither Tier II nor Tier III sex offenders (as defined by RSA 651-B:1, as amended from time to time) may reside on either a permanent or temporary basis within the Condominium, except with the prior approval of the Board of Directors in its sole discretion. Further, reasonable notice of when and for what duration any Tier II or Tier III sex offender will be on site at the Association must be given to the Board of Directors. Sex offenders may be permitted by the Board of Directors to visit the Condominium as a guest.

Section 3.4 Interference. The Common Area shall be used only for the benefit and enjoyment of the Owners, their guests and invitees. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the occupants of any other Unit nor such occupants' use of the Common Area or Limited Common Area appurtenant to such Unit.

Section 3.5 Fire Hazards; Compliance with Laws. No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Condominium above those customary for duplex or multi-family residential apartments. In the event any Owner causes an increase in the fire insurance premium for the Condominium, any increase in fire insurance premiums shall be paid by the Owner of the Unit whose use or occupancy causes such increase, and the cost thereof may be assessed as a Special Assessment against such Unit. No Unit or any part of the Common Area shall be used, occupied or kept in a manner which violates any applicable law, statute, ordinance or regulation of any governmental body having jurisdiction over the Real Estate or which leads to the cancellation of the hazard insurance policy or policies on the Property.

Section 3.6 Building and Easement Integrity. Nothing shall be done or be permitted to be done by any Owner or other occupant of a Unit which will jeopardize the soundness or safety of any other Unit or impair any easement or hereditament therein without the consent of all Owners.

Section 3.7 Repair, Condition and Appearance of Units, Common Area and Limited Common Area.

(a) By the Owners.

(i) Except for the maintenance, repair and replacement obligations of the Association as expressly provided in Section 3.7(b) below, each Owner shall be responsible for the maintenance, repair and replacement, at its own expense, of its Unit, the Limited Common Area appurtenant thereto and any part of such Unit and the Limited Common Area, including but not limited to: any interior walls; interior ceilings; interior floors; door and doorframes; window and window frames and screens; decks, porches and balconies within the Limited Common Area appurtenant to its Unit; kitchen and bathroom fixtures and appliances; lighting fixtures within its Unit or the Limited Common Area appurtenant thereto; those parts of the heating, plumbing, electrical and communication systems which serve only his Unit, whether or not located within the Unit; and all landscaped areas within the Limited Common Area appurtenant to its Unit. Each Owner, at its expense, shall be responsible for maintaining its Unit and the Limited Common Area appurtenant thereto in good order and repair and in an attractive and clean condition (ordinary wear and tear, damage or destruction due to casualty or a taking, or sale in lieu thereof, pursuant to a power of eminent domain excepted), and free of trash and debris.

(ii) In the event an Owner fails to maintain, replace, or repair the exterior of its Unit or the Limited Common Area appurtenant thereto, after thirty (30) days written notice of the need for the same is given to it by the Board or the Owner of the other Unit, the Board or the Owner of the other Unit may enter and undertake such maintenance, replacements, or repairs, the expense of which shall be borne by the Owner of Unit. No Owner shall permit any repair or other work upon its Unit or the Limited Common Area appurtenant thereto, by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workers' compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with applicable governmental laws, ordinances, rules, and regulations. In the event that an Owner of a Unit makes repairs or replacements to Limited Common Area appurtenant to such Unit and one (1) or more other Unit(s) and the Owner(s) of the other Unit(s) to which the Limited Common Area is appurtenant fails to pay its pro rata share, together with all reasonable costs and expenses (including attorneys' fees) incurred by the non-defaulting Owner in enforcing its rights hereunder.

(b) By the Association. The Association shall be responsible for maintaining the Common Areas (excluding any Limited Common Area except as expressly set forth herein) in good order and repair and in an attractive condition at least comparable to other similar residential apartments in the surrounding area, including, without limitation, the following:

(i) Maintenance, repair, and, as necessary, replacement of all Common Area of the Building, including, but not limited to, exterior roofing surface materials and chimney caps, roof support and roof components; exterior and common walls (including foundation walls);

exterior paint or vinyl siding surfaces; decks, patios, terraces, porches and door and window frames (but excluding all exterior doors, door bells, door knockers, garage door openers and window glass, all of which are the responsibility of the Owner); basements and foundations; and exterior waterproofing coatings to basement walls and other exterior surfaces thereof;

(ii) Maintenance, repair and, as necessary, replacement of all driveways, parking areas, steps and sidewalks within the Common Area in a level, smooth and evenly covered condition;

(iii) Maintenance, repair and, as necessary, replacement of all curbs, curb cuts, gutters, fences and retaining walls;

(iv) Maintenance, repair and, as necessary, replacement of all Common Area within the Building not otherwise designated as Limited Common Area;

(v) Maintenance, repair and, as necessary, replacement of any and all storm drains, utilities, facilities and equipment, sewers and other utility systems which serve the Common Area or which are located within the Common Area not otherwise specified in this Subsection 3.7(b);

(vi) Removal of all paper, debris, filth and refuse, including thorough sweeping in the Common Area (except for Limited Common Area) necessary to keep such Common Area in a clean and orderly condition;

(vii) Furnishing and maintaining all necessary machinery, equipment, utilities and supplies used in the operation and maintenance of the Common Area (except for Limited Common Area);

(viii) Removal of snow and ice from all driveways, parking areas and sidewalks (excluding any steps, decks and porches within Limited Common Area, which shall be the responsibility of the Owner to whom such Limited Common Area is appurtenant);

(ix) Landscaping of the Common Area and maintaining all trees, shrubs, plantings, lawns and other vegetation within the Common Area in a clean, safe and attractive condition (excluding within any Limited Common Area, which shall be the responsibility of the Owner to whom such Limited Common Area is appurtenant); and

(x) Maintenance of public liability and property insurance as to the Common Areas in accordance with the provisions of this Declaration or the Bylaws.

(c) Any and all replacement materials used by the Association in accordance with Section 3.7(b) for the repair or replacement of the Common Area shall be of a like kind to those originally installed or used in the construction of such Common Area being repaired or replaced. In making such necessary replacements, the Association may substitute non-like kind

replacement materials but, if like kind materials are then available, then: (i) any such substitute must be at least equal in quality, use, appearance and durability to the like kind materials then available and (ii) the cost of any such substitute must be equal to or less than the cost of the like kind materials then available.

(e) Replacement shall be considered necessary hereunder normally only if the subject materials are so worn or damaged as to be beyond reasonable repair when considered from an economic and aesthetic basis. Replacements solely for aesthetic purposes shall normally not be considered necessary.

(f) If an Owner concludes that the Association is not maintaining the Common Area in accordance with the requirements of Section 3.7(b), then such Owner, in addition to and not in lieu of any other remedy available hereunder or at law or in equity, may take such steps, on its behalf and not on behalf of the Association, to cause the Common Area to be maintained in accordance with the requirements of Section 3.7(b), and if such Owner obtains a final unappealable decision of a court of competent jurisdiction which determines that the Common Area have not been maintained in accordance with the requirements of Section 3.7(b), then the Board of Directors shall, within sixty (60) days after the date of such decision, levy a Special Assessment against all Owners for the reasonable costs incurred by such Owner to maintain the Common Area in accordance with the requirements of Section 3.7(b) and for the reasonable costs such Owner incurred in obtaining such court decision, including, without limitation, reasonable attorneys' fees. The Special Assessment shall be made against all Owners, including the Owner who obtained such court decision. As a condition to the right of any Owner to perform maintenance of the Common Area and recover its costs therefor, in accordance with the provisions hereof, such Owner, shall, not less than thirty (30) days before commencing the performance of any such item(s) of maintenance (except in the event of emergency whereupon such 30 days shall be reduced to any such shorter period as is necessary to permit timely abatement of the emergency) give written notice to the Association of its intentions to perform such item(s) of maintenance. If, in response to such a notice of intention to perform maintenance within the Common Area, the Association commences performance of the required maintenance within the required period of notice, then the Owner which delivered the notice shall refrain from exercising its rights of self-help hereunder for so long as the Association is continuing diligently to complete the necessary items of maintenance.

Section 3.8 Determination of Action Following Casualty Damage. The Association shall maintain a Master Casualty Policy. In the event of damage to any portion of the Common Area by fire or other casualty, the proceeds of the Master Casualty Policy shall, pursuant to the Act, be used to repair, replace or restore the damaged portion of the Common Area unless the Owners vote to terminate the Condominium pursuant to the Act. The Association is hereby irrevocably appointed the attorney-in-fact for each Owner of a Unit and for each Eligible Mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. Insurance proceeds shall be payable and paid, not to the Association, but to a banking institution as trustee for the benefit of the Association, the

Owners, or any mortgagee, as their interests may appear. The procedure for making repairs after such damage is specified in the Bylaws.

Section 3.9 Party Walls.

(a) To the extent not inconsistent with the provisions of this Section 3.9, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party walls on the dividing lines between Units.

(b) The cost of reasonable repair and maintenance of the party wall being utilized shall be shared equally by the Owners which share the party wall.

(c) If a party wall is destroyed or damaged by fire or other casualty, such party wall shall be repaired or replaced in the first instance by the use of insurance proceeds from the Master Casualty Policy. To the extent that such proceeds are insufficient to fully repair or replace such wall, each Owner sharing such wall shall equally contribute to the cost of restoration thereof, 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 acts or omissions.

(d) Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to, and shall be a benefit of, and burden upon, the land and shall pass to such Owner's successors in title.

Section 3.10 Construction.

(a) Each Owner shall be liable for the cost of any improvements constructed to its Unit or within the Limited Common Area pursuant to Section 3.10, and any repairs, changes, renovations, alterations and additions thereto, and each Owner shall indemnify and hold Declarant, the other Owners, occupants and the Association harmless against any construction liens and other claims filed against another Owner's Unit or the Common Areas with respect thereto. If by reason of any materials or work ordered by an Owner, any notice of intention to file a mechanic's lien or other involuntary lien is filed or attaches to any portion of the Common Areas or another Owner's Unit, the Owner ordering such work or materials shall discharge of record, by payment, bonding or otherwise, such notice or lien within forty-five (45) days after the filing or attachment thereof, or within any such sooner period of time as may be required by the holder of any mortgage secured by the other Owner's Unit.

(b) Any construction performed in the Condominium shall be performed expeditiously and completed in a good and workmanlike manner, using first-class materials. No alteration shall impair the structural integrity of the Building, adversely affect either the fire

retardant or sound absorbent quality of the Building, lessen the support of any portion of the Building, violate any applicable law, ordinance or governmental rule, regulation or order, or result in any portion of the Condominium failing to comply with an applicable law, ordinance or governmental rule, regulation or order. Prior to any alterations, the Owner shall obtain any and all necessary governmental approvals, including, without limitation, any municipal building permits.

Section 3.11 Hazardous Materials. Each Owner shall comply with all Environmental Laws. No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about its Unit, the Common Area or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws. Each Owner shall indemnify and hold harmless each other Owner and the Association from and against any and all claims, losses, damages, liabilities, penalties, fines and expenses (including court and administrative agency costs and attorneys fees) made, caused, assessed or incurred as a result of the violation, or the allegation by any governmental agency or any third party of acts or omissions constituting a violation, of the covenants of this Section. Any costs incurred by the Association in connection with remedial action undertaken by the Association to prevent, abate or cure any violation of the Environmental Laws caused by an Owner's violation of the terms hereof shall be assessed, in full, against that Owner and its Unit as a Special Assessment.

ARTICLE IV EASEMENTS

Section 4.1 Existing Easements and Restrictions. The Real Estate is subject to those rights, easements, covenants, conditions, restrictions, agreements and other matters set forth in **Exhibit A**. The recital of any such matters in the description of the Real Estate set forth in **Exhibit A** shall not be construed as an acknowledgment of the validity thereof, an extension thereof or a renewal thereof in the event that they, or any of them, do not affect the Real Estate or have expired or become unenforceable by their own terms or by limitation, violation or for any other reason.

Section 4.2 Additional Easements. In addition to and not in limitation of the easements provided for by the Act, the following easements are hereby created:

(a) Each Unit is encumbered by easements running to the Association and its agents to permit the Association to carry out its responsibilities set forth in the Condominium Instruments.

(b) The Common Area is subject to easements in favor of the Owners, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.2(a) shall include, without limitation, rights of the Owners, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, boilers, oil tanks, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment

and facilities (cable or otherwise), communications equipment and facilities, electric wires, conduits and equipment, on, over, under, across, and through, and on the Common Area. Notwithstanding the foregoing provisions of this Section 4.2(a), such easement shall be located so as to avoid unreasonable interference with the use or occupancy of the Property by any Owners, and no Owner may, in the course of exercising any right hereby granted, disturb any portion of the Common Area without first securing the approval of the Association, provided that such approval shall not be unreasonably withheld or delayed (but may be made subject to conditions reasonably designed to protect the Association and the other Units).

(c) The Association shall have the right to create an easement, on, over, under, across and through the Common Area for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any easement created pursuant to this Section 4.2(b) shall expressly include the right to cut or remove any vegetation, to grade or regrade the soil, or to take any other action reasonably necessary to achieve this purpose which does not materially interfere with the use and occupancy of the Property by any Owner, following which the Association shall restore or cause to be restored the affected property as closely to its original condition as practicable.

(d) The Association and, as appropriate, each Owner shall have an easement over the Common Area, Limited Common Area and each Unit for inspection, operation, maintenance, repair, improvement and replacement of the Common Area and Limited Common Area and for correction of emergency conditions or casualties to the Common Area and Limited Common Area.

(e) The Declarant shall be deemed to be the Owner of any Unit which has not been sold and the Declarant and its duly authorized agents, representatives, employees and assigns may make such reasonable use of the Condominium as may facilitate the sale of such Units, including without limiting the generality of the foregoing, the right to enter all Units and Common Area to show Units and to display signs and generally, to do all things reasonably necessary to complete and make improvements on the Condominium and sell unsold Units pursuant to this Declaration and the Act.

(f) The Units are subject to an easement in favor of the Declarant and the Association for the installation by the Declarant and the repair, maintenance and replacement by the Association of such pipes, conduits, lines, wires, equipment and facilities as are shown on the Plans or as may reasonably be required for storm water drainage, electricity, potable water, fire sprinkler water, telephone and sanitary sewer service and other necessary utilities and services. Each Owner shall have an easement over the Real Estate as may be reasonably required to repair, maintain and replace those portions of the water supply, sewage disposal, heating, electrical and telephone systems servicing only that Unit.

(g) If as a result of construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results in either the Common Area encroaching upon a Unit or a Unit encroaching upon the Common Area of another Unit, the

Association shall have an easement for both the encroachment and its maintenance, provided the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the descriptions of the boundaries set forth in this Declaration.

(h) Each Owner including the Declarant shall have an easement for ingress and egress through the Common Area, Limited Common Area and through a Unit and to do all things necessary to construct, reconstruct, repair and maintain a Unit or Units and make necessary utility and drainage connections thereto. All construction activities shall be performed in compliance with all applicable laws, regulations, ordinances, codes and statutes, and shall be conducted in a good, safe and workmanlike manner. Such activities shall not unreasonably interfere with the use of or construction upon any other Unit, Limited Common Area or Common Area. The Owner for whose benefit such construction activity is occurring shall indemnify and hold the Declarant, the Owners and the Association from any and all claims or demands, and all costs, fees, expenses, losses and liabilities related to the conduct of such construction activities.

Section 4.3 Covenants Run With Land. All easements, rights and restrictions described herein are easements appurtenant, running with the Real Estate and the Property and shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

Section 4.4 Rights of the Association. In addition to any other rights and powers which the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations, and the Act, as any of the foregoing may be amended from time to time hereafter, the Association shall have the right to grant permits, licenses and easements over the Common Area (including Limited Common Area) for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally.

(a) This Declaration may be amended only in accordance with the procedures specified in the Act and the express provisions of this Declaration. Subject to those exceptions expressly set forth in Sections 19, 33 and 34 of the Act, any such amendment shall require the unanimous consent of Owners. No amendment affecting rights reserved to Declarant hereunder or under the Act may be made without written consent and joinder by Declarant.

(b) Notwithstanding any provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to correct any typographical or other errors or omissions of a clerical nature in the text of this Declaration and/or appended exhibits, as recorded, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed

amendment is permitted by the terms of this Section 5.1(b). No such amendment shall alter or affect the substance of this Declaration.

(c) Each amendment of the type described in this Article V shall be effective upon recording in the Strafford County Registry of Deeds of an appropriate instrument setting forth the amendment and its due adoption, which instrument shall be executed and acknowledged by one or more Officers.

ARTICLE VI MORTGAGES

Section 6.1 Mortgaging of Units.

(a) There shall be no restrictions on the mortgaging of any Unit; however, only the holders of Eligible Mortgages shall be entitled to approve certain actions of the Association and receive certain notices as provided in Section 6.2. All mortgages and the obligations secured thereby shall be deemed to provide, generally, that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association.

(b) When an Eligible Mortgage is delivered to the Eligible Mortgagee, the Owner shall simultaneously provide the Board of Directors with the name and address of the Eligible Mortgagee and the amount of the mortgage. The Secretary shall maintain a register of Eligible Mortgages, showing the name and address of the Eligible Mortgagee and the amount secured thereby and, upon receipt of the required information, instruct the Association's insurer to add the name of the holder of any Eligible Mortgage to the mortgagee provision of the Association's policy of property insurance and to deliver a certificate thereof to such Eligible Mortgagee.

Section 6.2. Provisions Pertaining to Eligible Mortgagees.

(a) Unless Eligible Mortgagees of Units having, in the aggregate, 100% of the total Percentage Interest(s) appurtenant to Units encumbered by Eligible Mortgages have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission, abandon or terminate the condominium status of the Property;

(ii) by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Area (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Owners shall not be deemed a transfer within the meaning of this clause);

(iii) change the Percentage Interests or obligations of any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area;

(iv) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such Property; or

(v) amend, modify or otherwise change any rights or obligations of Owners or Eligible Mortgagees under this Declaration or the Bylaws.

(b) Upon the specific written request of an Eligible Mortgagee or its servicer to the Board of Directors, such Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(i) Copies of budget, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the Eligible Mortgage;

(ii) Any audited or unaudited financial statements of the Association which are distributed to the Owners;

(iii) Copies of notices of meetings of the Association and the right to be represented at any such meetings by a designated representative;

(iv) Notice of the decision of the Owners to make any material amendment to this Declaration;

(v) Notice of substantial damage to or destruction of the Unit subject to such Eligible Mortgage (in excess of \$20,000) or any part of the Common Area (in excess of \$50,000);

(vi) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any action for which the consent of the Eligible Mortgagee is required pursuant to this Declaration;

(ix) Notice of any default by the Owner of the Unit which is subject to such Eligible Mortgage, where such default is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default; or

(x) The right to examine the books and records of the Association at any reasonable time.

The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notice or documents shall be sent by the Board of Directors to inquire into the validity of any request made by an Eligible Mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(c) An adequate reserve fund for maintenance, repairs and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by Special Assessments.

(d) Any Eligible Mortgagee which does not deliver or mail to the Association a negative response within thirty (30) days of a written request by the Association for approval of any addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by an Officer making reference to this subsection, when recorded at the Strafford County Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties.

(f) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies and interests of Eligible Mortgagees of Units. Such provisions are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by mortgages on the Units.

Section 6.3 Liability for Dues and Charges. Any mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage on a Unit or by foreclosure of such mortgage will not be liable for such Unit's unpaid dues and/or charges which accrue prior to the acquisition of title to such Unit by the holder of a mortgage on such Unit, except to the extent otherwise provided for in the Act and except to the extent that such mortgagee is liable as an Owner for the payment of such unpaid assessment and/or charge that is assessed against such mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 6.4 Insurance and Condemnation Rights. No provision of this Declaration, the Bylaws or any rules and regulations of the Association shall give an Owner, or any other party, priority over any rights of a mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Area or any portions thereof. The distribution of insurance

proceeds to the Association, as trustee for the Owners and their mortgagees, pursuant to the Bylaws shall not be deemed to constitute a “distribution to Owners” within the meaning of this Section.

ARTICLE VII OWNERS ASSOCIATION

Section 7.1 Liens for Delinquent Assessments. Any lien for delinquent Common Expenses or other charges owed to the Association with respect to a Unit shall be subordinate to the lien of any Eligible Mortgage if such mortgage was recorded in the Strafford County Registry of Deeds prior to the date of the delinquent assessment or other charge was due. Furthermore, a lien for a Common Expense Liability shall not be affected by the sale or transfer of the Unit except in the event of a foreclosure of an Eligible Mortgage, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale but shall not relieve any subsequent Owner from paying further assessments.

Section 7.2 Remedies for Failure to Pay Assessments. All Owners shall be required to pay the Common Expenses assessed by the Board of Directors in accordance with the Bylaws. Each assessment against a Unit shall be the personal obligation of the person who owned the Unit at the time the assessment became due and shall not pass to successors in title unless they expressly agreed to assume the obligation or a lien to the Association on the Unit has been duly recorded.

ARTICLE VIII SALE, LEASING AND OCCUPANCY OF UNITS

Section 8.1 Leasing and Occupancy of Units. Except as provided in this Section and in Section 3.1, there shall be no restrictions on leasing any Unit to any tenant. All leases or rental agreements for any Unit shall be in writing and shall specify that such agreement and the party's use of the Unit thereunder shall be subject to this Declaration, the Bylaws and the Rules and Regulations of the Association. Any Owner, by appropriate provision in its lease to a tenant, may grant to such tenant a right, along with such Owner, to enforce the provisions of this Declaration against all persons, including, but not limited to, all Owners. Further, any Owner, by appropriate provision in its lease to a tenant, may assign any or all rights appertaining to the leased Unit to such tenant under the terms of this Declaration, including, without limitation, voting, use, approval, or other rights created hereby. Any such assignment shall be effective upon written notice hereof to the Association specifying the rights assigned and accompanied by a copy of the instrument by which such rights are assigned. Notwithstanding the foregoing, and notwithstanding the terms of any lease or other instrument by which a tenant agrees to assume and discharge the duties of an Owner under this Declaration, no such lease or other instrument shall operate as a release by the Association of its rights of enforcement against the Owner in respect of the Owner's obligations under this Declaration and/or the Act, including, without limitation, the Association's right to enforce the obligation to pay assessments against the Owner's Unit and the Association's lien for such assessments under the Act.

Section 8.2 Sale of Units.

(a) Except as otherwise provided herein, this Declaration shall not be deemed to create a restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws and the Rules and Regulations.

(b) Prior to or during the preparation of an offer for the purchase and sale of any Unit, the selling Owner shall, in accordance with N.H. RSA 477:4-f, provide written notice to the buyer that the buyer has the right to obtain the information in N.H. RSA 356-B:58, I from the Association.

(c) In order to maintain proper Association records, at the time of transfer of a Unit, a transferring Owner shall notify the Board of Directors in writing of the name and address of the transferee and the date of settlement; provided that the failure of the transferring Owner to furnish such notice shall not operate to invalidate or have any other effect on the transfer.

(d) Upon the transfer or sale of any Unit (including the initial sale of a Unit by the Declarant), the buyer of the Unit shall be assessed a sum equal to one-sixth (1/6) of the Annual Assessment on the Unit as a contribution to the Association's capital reserve fund. This fee is to be collected at closing by the selling Owner or the closing agent and is to be simultaneously delivered to the Association within thirty (30) days following the recording of the Unit deed. The Association shall not be required to return, rebate or credit this fee to any seller, buyer or Owner of a Unit.

Section 8.3 No Severance of Ownership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Unit without including therein the undivided percentage interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect such title or one or more of such interests, without including all thereof, shall be deemed and taken to include the title or interests so omitted even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by this Declaration, the Bylaws, or the Act, the undivided percentage interest in the Common Area allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, and the granting of easements and dedication of certain Common Area described in this Declaration or Bylaws shall not be deemed a transfer within the meaning of this Section.

ARTICLE IX ASSIGNMENT OF DECLARANT RIGHTS

Section 9.1 Assignment. Any one or more of Declarant's rights, as provided in the Act or as created and reserved by Declarant hereunder may be assigned by Declarant to any other party, in connection with any financing provided to Declarant or otherwise, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferor and the transferee of the subject Declarant's rights and is recorded in the Strafford County Registry of Deeds. The holder of any Eligible Mortgage encumbering the Declarant's interest in the Condominium may succeed to the Declarant's rights, whether or not the Declarant has expressly assigned the Declarant's rights to the holder of such mortgage. No such Eligible Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Declarant's rights and arising prior to such Eligible Mortgagee's exercising its rights under any such assignment, or subsequent to such Eligible Mortgagee giving to the Association notice that as of the effective date of such notice such Eligible Mortgagee is relinquishing or ceasing to exercise its rights thereunder.

ARTICLE X NO PUBLIC DEDICATION OF COMMON AREA

Section 10.1 Averting Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Condominium to the public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be limited strictly to and for the purposes expressed herein. Anything contained in this Declaration to the contrary notwithstanding, the Association shall have the right, one day each calendar year during the term of this Declaration (but more often if legally necessary or desirable) to erect barriers or chains for the purpose of blocking off access to the Common Area in order to avoid the possibility of dedicating the same for public use.

ARTICLE XI UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1 Units Subject to Condominium Documents. Each present and future Owner, lessee, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in this Declaration, the Plans, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plans, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee,

lessee, or occupant, and are deemed unobjectionable by such person. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 11.2 Eminent Domain. The following provision of this Section supplements Section 6 of the Act. Whenever all or part of the Common Area shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and for each Owner's interest therein.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 Prosecution of Proceedings. Enforcement may be by legal proceedings against any Person or Persons violating or attempting to violate any declaration, restriction, covenant, condition or agreement herein contained either to restrain or enjoin such violation and/or recover damages.

Section 12.2 Headings. The headings used in this Declaration and the table of contents is inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 12.3 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

Section 12.4 Applicable Law. This Declaration shall be governed by and construed according to the laws of the State of New Hampshire.

Section 12.5 Interpretation. The provisions of this Declaration shall be liberally construed in order to affect the Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 12.6 Effective Date. This Declaration shall become effective when it and the Plans have been recorded.

Section 12.7 Notices. All notices, demands, bills, statements or other communications under this Declaration and the Bylaws shall be in writing and shall be deemed to have been duly given upon delivery and receipt by way of Federal Express or any similar overnight delivery service providing positive tracking of delivered items or five (5) days after being sent by registered

or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit): (a) if to an Owner, at the single address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner; (b) if to the Association or to the Board of Directors, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section; or (c) if to an Eligible Mortgagee at the address provided to the Board of Directors by the Owner pursuant to Section 6.1. If a Unit is owned by more than one (1) Person, then each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 12.8 Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 12.9 No Partnership. This Declaration is not intended to create, and shall not have the effect of creating, a joint venture or partnership with respect to the matters contained herein.

Section 12.10 Waivers. No delay, omission or failure to object by the Declarant, the Association or any Owner in exercising any right or power accruing upon any default, of any Condominium Instrument, by any of the other Owners shall be construed to be a waiver of any such provision, right, or power. A waiver by the Declarant, the Association, or any of the Owners of any of the obligations of any other such party shall not be construed to be a waiver by any other party entitled to enforce the same, a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants, or conditions of any Condominium Instrument.

Section 12.11 Force Majeure. Neither the Declarant, the Association, the Board of Directors, an Owner, nor any one claiming through or under any of the foregoing shall be in breach of the Condominium Instruments for failure, prevention, stoppage or delay in performing any obligation under the Condominium Instruments that is due to the following causes: riots, strikes, lockouts, labor disturbances, inability to obtain labor or materials, governmental delays, acts of war, acts of terrorism, insurrections, governmental restrictions or control, civil commotion, fire or other casualty, floods, earthquakes, acts of God, unusual acts of the elements, disease, pandemic, epidemic, quarantine, public health crisis, state of emergency or other causes beyond the reasonable control of the party obligated to perform; provided, however, that the party shall be excused from performance for a period equal to the delay caused by such prevention, delay or stoppage. In no case, however, shall performance of an obligation be excused or delayed due to: (a) financial distress or the inability of a party to make a profit or avoid a financial loss; (b) changes in market prices or conditions; or (c) a party's financial inability to perform its obligations hereunder.

Section 12.12 Performance under Protest. The performance by Declarant, the Association, or any Owner of any act in connection with the Condominium Instruments upon demand or request of any other Owner shall be deemed to be "under protest" and shall not serve to waive either (a) any claim by the performing party that it was under no obligation to perform

such act, or (b) any right or remedy the performing party may have with respect to such performance.

Section 12.13 No Partition Unless Revocation. The Common Area shall remain undivided and no Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Act.

Section 12.14 Dispute Resolution.

(a) In the event that the Owners are unable, after good faith negotiations, to resolve any disagreement, deadlock, claim, dispute or other question arising out of, or relating to the interpretation and application of this Declaration, the Bylaws or the Rules and Regulations or the performance of the Owners, the Board of Directors or the Association (a "Dispute"), then the Owners shall jointly select an independent third-party from the list of New Hampshire members of the National Academy of Distinguished Neutrals (the "National Academy") to whom said Dispute shall be submitted for resolution (the "Neutral"). The written decision of the Neutral shall be binding on the Owners and the Association, as the case may be.

(b) If the Owners are unable, after good faith negotiations, to jointly select the Neutral, the Owners, or either of them, may request that the National Academy randomly select one of its New Hampshire members as the Neutral. Within fourteen days of the selection of the Neutral (the "Selection Date"), the Owners shall submit written statements of their respective claims to the Neutral. The Neutral shall hold a structuring conference with the Owners within thirty days of the Selection Date and shall set a date for a mediation no later than ninety days after the Selection Date and a later date for a final arbitration hearing which shall be no later than one hundred and eighty days after the Selection Date.

(c) The following will govern the dispute resolution process under this Section:

(i) The Neutral shall have discretion to regulate procedure consistent with the requirements of due process.

(ii) Proportionate written discovery shall be allowed.

(iii) In-person proceedings shall take place in New Hampshire.

(iv) The substantive law of the State of New Hampshire shall govern.

(v) The Owners shall pay equal shares of the Neutral's fees.

(vi) The Neutral may award to the prevailing party a part or all of the party's expenses and costs incurred in the proceeding, including the Neutral's fees and reasonable

attorney's fees. Any such award shall be based on the extent to which the losing party pursued clearly unreasonable factual or legal positions or unreasonably multiplied such expenses and costs.

(vii) The Neutral may award declaratory or injunctive relief or compensatory damages.

(viii) The award rendered by the Neutral shall be final, and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof subject to review only in accordance with New Hampshire law.

*{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE(S) AND EXHIBITS FOLLOW.}*

Draft - Subject to Review

IN WITNESS WHEREOF, the undersigned has/have executed this Declaration, as of the day and year first above written.

ATTEST/WITNESS:

DECLARANT:

Bradley Kelly

Nathan W. Dickey

Adam Dow

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Bradley Kelly as his free act and deed.

Notary Public/Justice of the Peace

Name:

My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Nathan W. Dickey as his free act and deed.

Notary Public/Justice of the Peace
Name:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Adam Dow as his free act and deed.

Notary Public/Justice of the Peace
Name:
My Commission Expires:

Draft - Subject to Review

EXHIBIT A

Legal Description of Real Estate

A certain tract or parcel of land, with buildings and improvements thereon, located at 106 Winter Street in Rochester, Strafford County, New Hampshire, being more particularly bounded and described as follows:

Beginning at an iron pipe in the northwesterly sideline of Winter Street, being the easterly most corner of the within described premises; thence N 35° 49' 34" W, a distance of 87.66 feet to an iron pipe at land now or formerly of Alder Creek, LLC; thence S 52° 15' 16" W, a distance of 96.57 feet along said Alder Creek LLC land to an iron pipe; thence S 38° 58' 58" E, a distance of 83.31 feet along land now or formerly of Brett Picknell to a point on the northwesterly sideline of Winter Street, said point being 0.61 feet from an iron pipe within the Winter Street right-of-way; thence N 54° 56' 47" E, a distance of 91.94 feet along Winter Street to the point of beginning. Containing 0.185 acres, more or less.

Meaning and intending to describe the same premises conveyed to Bradley Kelly, Nathan W. Dickey and Adam Dow by deed of Shane N. Tobiason dated December 30, 2019 and recorded in the Strafford County Registry of Deeds at Book 4723, Page 162.

Subject to any and all matters shown on the Plans and such other easements, covenants, conditions, restrictions and encumbrances of record.

**EXHIBIT B
BYLAWS
106 WINTER STREET CONDOMINIUM ASSOCIATION**

**ARTICLE I
PLAN OF OWNERSHIP**

1.1 Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of Condominium of 106 Winter Street Condominium and are made a part thereof. All present and future holders of any interest in the Condominium shall be members of the 106 Winter Street Condominium Association and shall hold said interest subject to these Bylaws as well as to the Declaration and the Rules and Regulations promulgated hereunder. Such Association is a “condominium management association” organized and operated to provide for the acquisition, construction, management, maintenance and care of “association property” as those terms are defined in Section 528 of the Internal Revenue Code of 1986, as amended. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management maintenance and care of “association property” and other than by a rebate of excess assessments pursuant to Article V of these Bylaws) to the benefit of any Owner.

1.2 Definitions. Capitalized terms not otherwise defined herein or in the Declaration shall have the meanings specified in Section 3 of the Act.

1.3 Bylaws Applicability. The provisions of these Bylaws are applicable to the Condominium and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and any other Person who shall use the facilities of the Condominium, shall be subject to these Bylaws and to the Rules and Regulations of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgement that such Owner, tenant, or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations and will comply with them.

1.4 Office. The principal office of 106 Winter Street Condominium and of the Association shall be located at the Condominium or at such other place as may be designated from time to time by the Association.

**ARTICLE II
OWNERS' ASSOCIATION**

2.1 Composition. All of the Owners, acting as a group in accordance with the Act, the Declaration, and these Bylaws shall constitute the 106 Winter Street Condominium Association, which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of

the Condominium and performing all of the acts that may be required to be performed by the Association under the Act. Except as to those matters which the Act, the Declaration, or these Bylaws specifically require to be performed by the vote of the Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III herein below).

2.2 Voting. The number of votes in the Association to which each Owner is entitled shall be as set forth in the Declaration. Since an Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes appertaining to that Unit. If more than one of such persons is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of such persons present, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, an Owner. Except where a greater number is required by the Act, the Declaration, or these Bylaws, a majority of the votes of those Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Units are entitled.

2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board and stated in the notice of the meeting. Notwithstanding the foregoing, meetings of the Association may be held by telephonic, video or other conferencing process subject to the requirements of Section 37-c of the Act.

2.4 Annual Meetings. There shall be an annual meeting of the Association. The first annual meeting of the Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration, with notice delivered by the Declarant not less than 21 days in advance of the first annual meeting by first class U.S. mail to all Owners of record at the address of their respective Units and to such other address as any of them may have designated to the Declarant. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or such other reasonable date (not more than sixty (60) days before or after such date) as may be designated by the Board. Written notice of the annual meetings shall be delivered to the Owners by the Secretary of the Association not less than 21 days in advance of any annual meeting, sent to each owner providing notice of the date, time, place and purpose or purposes of such meeting. Such notice shall be sent by first class U.S. mail, to all Owners of record at the address of their respective Units and to such other address as any of them may have designated to such Officer. The Secretary or other authorized Officer shall prepare an affidavit which shall be accompanied by a list of the addresses of all Owners currently on file with the Association and shall attest that

the notice of the Association meeting was mailed to all Owners on that list by first class mail. A copy of the affidavit and mailing list shall be available at the noticed meeting for inspection by all Owners then in attendance and shall be retained with the minutes of that meeting. The affidavit required for this purpose shall be available for inspection by the Owners for at least three (3) years after the date of the subject meeting.

2.5 Special Meetings. Special Meetings of the Association may be called at any time for the purposes of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purposes, including any budget changes or proposal to remove any Officer or member of the Board of Directors. Said meetings shall be called by a written notice, signed by a member of the Board of Directors or by an Owner and delivered not less than seven (7) days prior to the date fixed for said meeting (or such shorter time as may be necessary to deal with an emergency as determined by the Board of Directors). Said notices shall specify the date, time, purpose and place for the meeting, and matters to be considered thereat. Such notice shall be sent by first class U.S. mail, to all Owners of record at the address of their respective Units and to such other address as any of them may have designated to such Officer. The Secretary or other authorized Officer shall prepare an affidavit which shall be accompanied by a list of the addresses of all Owners currently on file with the Association and shall attest that the notice of the Association meeting was mailed to all Owners on that list by first class mail. A copy of the affidavit and mailing list shall be available at the noticed meeting for inspection by all Owners then in attendance and shall be retained with the minutes of that meeting. The affidavit required for this purpose shall be available for inspection by the Owners for at least three (3) years after the date of the subject meeting.

2.6 Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast one hundred percent of the total voting power are present at the beginning of the meeting.

2.7 Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied and due against the Owner and the Owner's Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to the Owner and against the Owner's Unit, prior to the date fixed for such annual or special meeting.

2.8 Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or, in the case where the Owner is more than one person, by or on behalf of all such persons. The proxy or proxies shall list the name of the person who is to vote. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Owner, that it be revoked. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. The proxy of any personal shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. The Board of Directors shall devise

procedures to assure that all proxies voted at any meeting are valid and were duly executed by Association members having the right to vote. Those measures shall include one of the following:

(a) The Board of Directors shall deliver to the Owners, together with their notices of the meeting and agenda, proxy forms bearing a control number which the Board of Directors shall correlate to the list of the Owners then entitled to vote. At the noticed meeting, the Board of Directors shall recover proxies and compare them to the control list maintained for that purpose. Any proxies which are on a form other than provided by the Board of Directors or which do not correlate with the control list maintained by the Board of Directors shall be disregarded for purposes of determining whether a quorum was present at the meeting and for purposes of casting any vote at that meeting, or

(b) The Board of Directors shall recover at any duly noticed meeting all original proxies delivered to any person for purposes of voting at that meeting. The Board of Directors shall then independently confirm the validity of those proxies by selecting a random sample of not less than ten (10%) percent of the original proxies returned to the Board at the meeting and confirm with the granting Owners in writing that the proxy was voluntarily given and duly signed.

The Board of Directors shall retain all proxies delivered to the Board of Directors and all independent written confirmation of any such proxies for inspection by the Owners for a period of not less than three years from the date of the subject Association meeting.

2.9 Purchaser of a Unit. The purchaser of any Unit under a Purchase and Sales Agreement shall be entitled to notice of all meetings called for and in the manner called for above if a copy of such written Purchase and Sales Agreement is provided to the Board of Directors along with a written request that such notice be sent to the purchaser, which request is signed by the Owner of the Unit and sets forth the mailing address of the purchaser. Such purchaser shall have no voting rights at any meeting except as may accrue by virtue of a validly executed proxy as provided for above.

2.10 Conduct of Meeting. The President, or its designate, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a record book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Such minutes shall be available to the Owners within sixty (60) days of the meeting, or fifteen (15) days after the date such minutes are approved by the Board, whichever occurs first. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws, or the Act. At any meeting, the Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Association.

2.11 Eminent Domain. The Association shall act on behalf of each Owner in the event of proceedings of eminent domain or condemnation against any portion of the Common Area.

2.12 Voting Without a Meeting. Nothing in the Declaration or these Bylaws shall be construed to prohibit or limit the Association from conducting a vote without a meeting in accordance with the Act.

ARTICLE III BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not Act directed to be exercised and done by the Association by the Act or by these Bylaws. The Board shall have the power from time to time to adopt any rules deemed necessary for the enjoyment of the Condominium provided that such Rules and Regulations shall not be in conflict with the Act, the Declaration, or these Bylaws. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters which might arise between meetings of the Board. In addition to the general duties imposed by these Bylaws, the Board shall have the power to, and be responsible for the following:

(a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses.

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Condominium. Unless otherwise determined by the Board, the Annual Assessments against each Owner for its proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement, and maintenance of all of the Common Area and services of the Condominium.

(d) Designating, hiring, controlling, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Area, and providing services for the Condominium and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies, and material to be used by such personnel in the performance of their duties which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules and Regulations respecting the use of the Condominium and enforcing by legal means the provisions of the Declaration, these Bylaws, and such Rules and Regulations, and bringing any proceeding which may be instituted on behalf of the Owners.

(f) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration and these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or restorations or alterations of, the Condominium, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(g) Keeping books with detailed accounts of the receipts and expenditures affecting the Condominium and the administration of the Condominium. All books and records shall be kept in accordance with the Act, and, to the extent required by the Act, the same shall be audited at least once a year by an outside auditor employed by the Board who shall not be a resident of the Condominium or an Owner therein. The cost of such audit shall be a Common Expense. The books, records, financial statements, and, if any, annual audited report of the Condominium as well as copies of the current Declaration, Bylaws, and the Rules and Regulations shall be available for examination by prospective purchasers, and the Owners, their duly authorized agents or attorneys, and any holder, insurer, or guarantor of an Eligible Mortgage during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of such persons. A copy of the annual audit report, if any, shall be supplied to any holder, insurer, or guarantor of an Eligible Mortgage on any Unit in the Condominium who requests the same in writing to the Secretary.

(h) To do such other things and acts not inconsistent with the Act, these Bylaws, and with the Declaration.

3.2 Managing Agent. The Board may employ or contract with a professional manager or managing agent ("Manager") for a fee or compensation and for a term established by the Board. The Manager shall perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws, provided that any actions by the Manager with respect to the powers set forth in Sections 3.1(b) and (f) shall require the written consent of the Board. The Board shall impose appropriate standards of performance upon the Manager. The Manager shall disclose any referral fees received from contract work performed on behalf of the Association to the Board prior to the next regularly scheduled Board meeting, unless the terms of any referral fees are disclosed in the Manager's contract with the Association, in which case disclosure of fees actually received shall not be required. The Manager shall also disclose to the Board the amount and purpose of any fees, other than maintenance fees, received from an Owner, unless the terms of any such fees are disclosed in the Manager's contract with the Association, in which case disclosure of fees actually received shall not be required.

3.3 Number of Directors and Initial Selection of Board. The Board shall be composed of two (2) directors, with each Owner electing one (1) natural person as a member of the Board for the forthcoming term. Until the election of the Board takes place at the first annual meeting of the Association as provided in Section 2.4, the Board shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these Bylaws to the contrary

notwithstanding, not later than sixty (60) days after one-half of the Units have been conveyed by the Declarant, one (1) member of the Board shall be elected by such Owner. Except as otherwise provided herein, until two (2) years after the date of recordation of the Declaration in the Strafford County Registry of Deeds, the members of the Board shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Except for Directors designated by the Declarant, Directors shall consist only of Owners or spouses of Owners or where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such person.

3.4 Term. Members of the Board of Directors shall serve for a term of three (3) years; provided that one member of the first Board elected shall serve for an initial two (2) year term. At the expiration of the initial term of office of each respective Director, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Board shall thereupon terminate.

3.5 Resignation or Removal. Any member of the Board may resign at any time by giving written notice to the President. and any member may be removed from membership without cause, and its successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes present and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant pursuant to Section 3.3 may be removed without the consent of the Declarant and in such event the Declarant shall select and designate the Director's successor.

3.6 Vacancies. Vacancies in the Board caused by any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum of the Board, and each person so elected shall be a Director for the remainder of the term of the Director so replaced, provided, however, that the vacancy of any Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

3.7 Organization Meeting. The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Directors at the meeting at which such Directors were elected (or by telephonic, video, or other conferencing process, subject to the requirements of Section 37-c of the Act), and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place (or by telephonic, video, or other conferencing process, subject to the requirements of Section 37-c of the Act), as shall be determined from time to time, by the Directors, but at least one (1) such meeting shall be held during each three-month period after the annual meeting of the Association at which Owners shall be afforded a reasonable opportunity to comment on any matter affecting the Association. Notice of regular meetings of the Board shall be given to each Director and, unless a schedule of all such meetings is provided, to each Owner, personally or by mail, telephone, or telegraph, at least ten (10) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association. Such notice shall state the time, date, place, and agenda of the meeting.

3.9 Special Meeting. Special meetings of the Board may be called by the President on ten (10) business days' notice to each Director and, unless such meeting is called to deal with an emergency, to each Owner. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of a Director. Notwithstanding any provision herein to the contrary, special meetings of the Board may be held by telephonic, video, or other conferencing process, subject to the requirements of Section 37-c of the Act.

3.10 Waiver of Notice. Before or within ten (10) days after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.12 Compensation. No Director shall receive any compensation for acting as a Director.

3.13 Conduct of Meetings. The President, or, in its absence, a president pro tem elected by the Board, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings of the Board recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

3.14 Report of Board of Directors. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

3.15 Fidelity Bonds. The Board may (and, to the extent required by the Act, shall) require that all Officers, agents (including the Manager) and employees of the Association holding or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The amounts of such bonds shall not be less than 150% of the estimated annual operating expenses of the condominium project, including reserve funds. The fidelity bonds shall meet all other requirements of the Federal National Mortgage Association pertinent to fidelity bonds for condominium officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association.

3.16 Dispensing with Vote. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.17 Liability of the Board of Directors. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. It is intended that the members of the Board shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct, or contrary to the provisions of the Declaration or these Bylaws. It is also intended that the liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as its undivided interest bears to the undivided interests of all of the Owners. Every written agreement made by the Board or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its undivided interest bears to the undivided interests of all Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether or not based in contract, by reason of the fact that he is or was a Director or Officer, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement incurred by him in connection with such action, suit, or proceeding unless he acted in bad faith, was guilty of willful misconduct, or acted contrary to the provisions of the Declaration or these Bylaws.

ARTICLE IV OFFICERS

4.1 Designation. The Officers of the Association shall be a President, Secretary and Treasurer. The Board may appoint such other Officers as in its judgment may be necessary. The offices of the Secretary and Treasurer may be held by the same person.

4.2 Election of Officers. The Officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The Officers shall hold office until their respective successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and its successor may be elected at any regular meeting of the Board, or at any special meeting of the Board of Directors called for such purpose.

4.4 President. The President shall be the chief executive officer and Chairman of the Board of Directors. The President, or its designate, shall preside at meetings of the Association and the Board of Directors; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire.

4.5 Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association, shall record the minutes of all proceedings in the record book of the Condominium. The Secretary shall keep the record book current and in its custody. The Secretary shall give, or cause to be given, notice of all meetings of the Association and the Board, and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Condominium a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

4.6 Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all money and other valuable effects in such depositories as may be designated by the Board. The Treasurer shall disburse funds as ordered by the Board, where possible taking proper vouchers for such disbursements, and shall render to the President and the Board, at the regular meetings of the Board or whenever they may require it, an account of all of its transactions as Treasurer and of the financial condition of the Association.

4.7 Agreements, Contracts, Checks, Etc. All agreements, contracts, leases, checks, and other instruments of the Association for expenditures or obligations shall be executed by the President and Treasurer of the Association or by such other person or persons as may be designated in writing by the Board.

4.8 Compensation of Officers. No Officer shall receive any compensation for acting as an Officer.

ARTICLE V OPERATION OF THE PROPERTY

5.1 Determination of Common Expenses and Assessments against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board.

(b) Preparation and Approval of Budget. Each year the Board shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Area and any parts of the Units as to which it is the responsibility of the Board to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws, or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Condominium and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. Not later than thirty (30) days after adoption of a proposed budget, the Board of Directors shall provide to all the Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for a meeting of the Owners to consider ratification of the budget. Unless at that meeting greater than two-thirds (2/3rds) of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed budget is rejected, the budget last ratified by the Owners continues until the Owners ratify a subsequent budget. The budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Condominium set forth in the budget for the fiscal year adopted by the Board shall be assessed against each Owner in proportion to the number of votes in the Association appertaining to his Unit relative to the total number of votes in the

Association appertaining to all Units and shall be a lien against each Owner's Unit in accordance with the Act. Assessments shall commence on the date of the sale of the first Unit. The basis of the assessment will be the projected budget. Thereafter on or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board shall supply to all Owners an itemized income and expense statement. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board, either be rebated to the Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board deems it advisable, be added according to each Owner's votes in the Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The Board shall establish and maintain an adequate operating reserve and reserve for contingencies and replacement of the Common Area, which shall be funded by regular monthly payments as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for contingencies and replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessments, the reserves are inadequate, the Board may at any time levy a further assessment, which shall be assessed against the Association and which may be payable in a lump sum, or in installments as the Board may determine. The Board shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the members of the first Board take office, they shall determine the budget, as defined in this Section, for the period commencing upon the recordation of the Declaration at the Registry and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the owners during said period as provided in Section 5.1(c).

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release of the Owner's obligation to pay its allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the monthly payment which is due under the new annual or adjusted budget.

(g) Payment of Expenses for Limited Common Area. Notwithstanding anything herein to the contrary, any expenses (including reserves) associated with the maintenance, repair, insurance, renovation, restoration, or replacement of the Limited Common Area shall be specially assessed against the Unit to which that Limited Common Area was assigned at the time such expenses were made or incurred. If the Limited Common Area involved was assigned at that time to more than one Unit, however, such expenses shall be specially assessed against each such Unit in proportion to the number of votes in the Association appertaining to its Unit so that the total of such Special Assessments equals the total of such expenses.

5.2 Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board pursuant to the provisions of Section 5.1. No Owner may exempt itself from liability for its contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of its Unit. No prior Owner shall be liable for the payment of any part of the Common Expenses assessed against its Unit subsequent to transfer by him of such Unit. Subject to Section 7.1, the purchaser of a Unit or other acquiring Owner by virtue of any transfer shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for its proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor. If a mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, his successors and assigns, shall not be liable for the payment of any Common Expenses or Limited Expenses assessed prior to the acquisition of title to said Unit by said mortgagee or purchaser pursuant to the aforesaid remedies, and the Unit shall not be subject to a lien for same. The unpaid share of Common Expenses and Limited Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

5.3 Collection of Assessments. The Association shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than sixty (60) days from the due date for payment thereof.

5.4 Maintenance and Repair.

(a) By the Association. The Association shall be responsible for the maintenance, repair, and replacement obligations specified in Section 3.7(b) of the Declaration, the cost of which shall be assessed to all Owners as a Common Expense (unless such maintenance, repair or replacement is necessitated by the negligence, misuse, or neglect of an Owner or of a person gaining access with said Owner's actual or implied consent, in which case the expense shall be charged to such Owner, and except as otherwise provided in Section 5.1(g) above with respect to Limited Expenses and Section 3.7 of the Declaration).

(b) By the Owner. Each Owner shall be responsible for the maintenance, repair and replacement obligations specified in Section 3.7(a) of the Declaration. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from its failure to make any of the repairs required to be made by him by this Section. Each Owner shall perform its responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board, or the Manager, any defects or need for repairs for which the Board is responsible.

(c) Manner of Repair and Replacement. Except as otherwise authorized by the Association in writing, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.

5.5 Additions, Alterations, or Improvements by the Board. Whenever in the judgment of the Board the Common Area shall require additions, alterations, or improvements costing in excess of \$10,000 during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Owners, the Board shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvement costing \$10,000 or less during any period of twelve (12) consecutive months may be made by the Board without approval of Owners and the cost thereof shall constitute part of the Common Expenses. The Board may, if it deems appropriate, borrow funds for these purposes and encumber the Common Area to secure such borrowing. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board, such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board.

5.6 Right of Access. Each Owner grants a right of access to its Unit and any Limited Common Area pertaining thereto to the Board or the Manager, or to any other person authorized by the Board or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in its Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations, or repairs to the mechanical or electrical services or other Common Area within its Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not; provided that the Owner shall be given prompt, written notice of such emergency entry.

ARTICLE VI INSURANCE

6.1 Insurance Required. Pursuant to the Act, the Board shall obtain (a) a Master Casualty Policy in accordance with Section 9.1 of the Declaration; (b) a master liability policy covering the Association, the Board, the Manager, and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; and (c) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(i) Fire and extended coverage in an amount equal to the full replacement value of the Building and any other structures that in whole or in part comprise portions of the Common Area.

(ii) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in (b) above, against any liability to anyone, and with cross-liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

(iii) Workmen's compensation insurance as required by law.

(iv) Such other insurance as the Board may determine appropriate.

6.2 General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 6.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, which review may include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 6.1 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Section 6.1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners, and family members of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control"; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of

Condominium over which the insured, or Owners collectively, have “no control”; (iv) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the named insured thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any “no other insurance” clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee’s insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board, or any of their agents, employees, or household members, nor cancelled for non-payment of premiums.

(c) The Board may name as an insured, on behalf of the Association, the Association’s authorized representative, including any trustee with whom such Owners’ Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance.

Each Owner hereby appoints the Board or the Association or any Insurance Trustee designated by the Board or the Association, as attorney-in-fact for the purpose of purchasing and maintaining any insurance policy required by the Declaration or to be purchased pursuant to vote of the Association, including, the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all acts necessary to accomplish such purpose. The Board, Association, or trustee must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and their first mortgagees as their interest may appear.

6.3 Notice to Owners. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or in such initial policies, or termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent to all Owners of record at the address of their respective Units and to such other addresses as any Owner may have designated to the Secretary, or such notice may be hand-delivered by the Secretary or Manager.

ARTICLE VII SALES, LEASES, AND ALIENATION OF UNITS

7.1 Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise its Unit unless and until it (or its personal representative) shall have paid in full to the Board all then unpaid Common Expenses, Limited Expenses and Special Assessments assessed by the Board with respect to its Unit except as provided in Section 5.2, and shall have satisfied all unpaid liens with respect to its Unit, except mortgages. The Chairman of the Board or the Treasurer shall promptly furnish to any Owner (or its devisee or personal representative) or purchaser of a Unit requesting the same in writing pursuant to this Section a recordable settlement setting forth the amount of any unpaid Common Expenses, Limited Expenses and Special Assessments assessed by the Board with respect to the Unit. In the event that the Unit is subject to outstanding Common Expenses, Limited Expenses and Special Assessments previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish such a statement within twenty (20) days of receipt of such written request by the Chairman of the Board or the Treasurer shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit and shall extinguish the lien for unpaid assessment. Any such statement shall be binding on the Association, the Board, and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Act shall be required as a prerequisite to the issuance of such a statement.

7.2 In the event of any resale of a Unit or any interest therein by any person other than the Declarant, the prospective Owner shall have the right to obtain from the Association the following:

(a) Recordable statements setting forth the amount of unpaid assessment currently levied against that Unit, and otherwise pursuant to RSA 356-B:46, VIII and RSA 356-B:47.

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board.

(d) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.

(e) A statement of the status of any pending suits or judgments in which the Association is a party defendant.

(f) A statement setting forth what insurance coverage is provided for all Owners by the Association and what additional insurance coverage would normally be secured by each individual Owner.

(g) A statement that any improvements or alterations made to the Unit or the Limited Common Area assigned thereto by the prior Owner are not known to be in violation of the Condominium instruments.

(h) A copy of the Declaration, these Bylaws, and any formal rules of the Association.

(i) A statement of the amount of monthly and annual fees, and any Special Assessments made within the last three (3) years.

7.3 The principal Officer of the Association shall furnish the statements prescribed by this Article upon the written request of any prospective Owner within twenty (20) days of the receipt of such request (but in no event later than the contract date of the disposition).

7.4 In the event of any resale of a Unit by any person other than the Declarant, the new Owner shall notify the Secretary of his name and address and shall file a conformed copy of the deed with the Secretary within two (2) days of the recording of the deed.

ARTICLE VIII NOTICE

8.1 Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under the Declaration or these Bylaws shall be in writing and shall be given in accordance with Section 12.7 of the Declaration.

8.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

ARTICLE IX COMPLIANCE AND DEFAULT

9.1 Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules and Regulations and any amendments of the same. A default by an Owner shall entitle the Association acting through the Board or the Manager or, if appropriate, any aggrieved Owner to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules and Regulations shall be grounds for relief which may

include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the Manager, or, if appropriate, by any aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair, or replacement rendered necessary by its acts, neglect, or carelessness or the act, neglect, or carelessness of any member of its family or its tenants, guests, employees, agents, or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the cost of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Association, the Board or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board, or any other to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board, or any Owner pursuant to any term, provision, covenant, or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privilege as may be granted to such party by the Declaration, these Bylaws, or the Rules and Regulations, or at law or in equity.

(e) Interest. In the event of a default by an Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at an interest rate of eighteen percent (18%) per annum from the due date thereof. In addition, the Board shall have the authority to impose a late payment charge on such defaulting Owner in an amount not to exceed Fifty Dollars (\$50.00) or five percent (5%) of any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Owners. The violation of any of the Rules and Regulations adopted by the Board or the breach of any Bylaw contained herein or the breach of any provision of the Declaration shall give the Board or the Manager the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or Manager shall not thereby be deemed guilty in any

manner of trespass (provided that the Board or Manager gives the Owner reasonable, prior written notice of such entry, except in the case of an emergency in which event the Owner shall be given prompt, written notice of such emergency entry); (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, or (iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

9.2 Non-Compliance by Association. Failure by the Association to comply with any of the terms of the Declaration, these Bylaws, and the Rules and Regulations shall be grounds for relief which may include, without limiting the same an action to recover sums due for money damages, injunctive relief, reasonable attorneys fees, any other relief provided for in these Bylaws, or a combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by any aggrieved Owner.

9.3 Lien for Assessments.

(a) The total Annual Assessment of each Owner for the Common Expenses, Limited Expenses or any Special Assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of each Owner as provided in the Act (including without limitation the priority provisions set forth in Section 46 thereof), which lien shall be effective when perfected in accordance with said Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or Manager. The Association, in order to perfect such lien, shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment where such assessment is payable in installments) became due and payable a memorandum in the Strafford County Registry of Deeds in the form and manner prescribed in the said Act.

(c) The lien provided for herein shall include interest, costs and reasonable attorneys' fees as provided in Section 9.1 and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board, acting on behalf of the Association. During the pendency of such proceedings or suit, the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

**ARTICLE X
AMENDMENTS**

10.1 These Bylaws may only be amended in accordance with Articles V and VI of the Declaration.

10.2 All amendments to the Declaration and Bylaws made by the Association shall be prepared, executed, certified, and recorded on behalf of the Association by the Officer or Officers as specified in Article V of the Declaration.

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EXHIBIT C

Number of Votes and Percentage Interests

<u>Unit #</u>	<u>Number of Votes</u>	<u>Percentage Interest</u>
1	1	50%
2	1	50%
Totals	2	100%

Draft - Subject to Review

JOINDER AND CONSENT OF MORTGAGEE

_____, having a business address of _____ (the "Mortgagee"), is the present holder of the following security instruments collectively, the "Security Instruments") from **Bradley Kelley, Nathan W. Dickey, and Adam Dow** (collectively, the "Mortgagor"):

[LIST OF MORTGAGES AND OTHER SECURITY INSTRUMENTS TO FOLLOW]

The Security Instruments cover certain property of the Mortgagor located in the Town of Hampton, Strafford County, State of New Hampshire, and more particularly described in the Security Instruments (the "Mortgaged Property"). The Mortgagor has submitted the Mortgaged Property to a Condominium known as 106 Winter Street Condominium as described, identified and established pursuant to Declaration of Condominium of near or even date herewith and recorded or to be recorded in the Strafford County Registry of Deeds (the "Declaration").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagee hereby consents to and joins in the Declaration and agrees, for itself and its successors and assigns, that the liens and security interests of the Security Instruments are hereby subjected and subordinated to the Declaration to the same extent as if the Declaration had been executed and recorded prior to the execution and recording of the Security Instruments.

EXECUTED this ____ day of _____, 2023.

By: _____
Name: _____
Its: _____

Duly Authorized

STATE OF _____
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, _____ of _____,
as his/her free act and deed and the free act and deed of said bank.

Notary Public/Justice of the Peace

Name:

My Commission Expires:

4856-1084-8641, v. 1

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Owner1	Owner2	BillingAddress	City State Zip
KELLY BRADLEY &)	DICKEY NATHAN W &	14 FRANCESCA WAY	NOTTINGHAM, NH 03290-5308
PICKNELL BRETT &	VALENTINE MOONSHINE	100 WINTER ST	ROCHESTER, NH 03867-2845
DUPONT SCOTT & ROBIN		103 WINTER ST	ROCHESTER, NH 03867-2844
LALLY JENNIFER		8B MORRILL CT	ROCHESTER, NH 03867-2820
FERLAND LYDIA M		403 PORTLAND ST	ROCHESTER, NH 03867-2303
MAXFIELD ELLA		111 WINTER ST	ROCHESTER, NH 03867-2844
TWOMBLY JE & JA REVOC TRUST &	WILKINS JANET V TRUST	39 BROAD ST	ROCHESTER, NH 03867-3409
WILLARD JOHN		8 MORRILL CT #A	ROCHESTER, NH 03867-2820