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DECLARATION OF CONDOMINIUM
FOR
SPRINGBROOK CONDOMINIUM

THIS DECLARATION is made this 14th day of MARCH, 1986, by PORTSMOUTH INVESTMENT, INC., a New Hampshire corporation (hereinafter sometimes called the "Declarant"), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N. H. RSA Chapter 356-B (hereinafter sometimes called the "Act");

WHEREAS the Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Lafayette Road, Route 1 in Portsmouth, Rockingham County, New Hampshire on which it proposes to construct certain buildings containing a total of one hundred forty-four (144) separate, living Units with parking areas, which the Declarant intends as a condominium project known as Springbrook Condominium (hereinafter sometimes called "the Condominium"); and

WHEREAS the Declarant intends to sell and convey Units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvement of the Condominium for the benefit of all of said condominiums and the future Owners thereof;

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the Condominiums and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared, intended and agreed to enhance and protect the value and desirability of the Condominium as a whole and to mutually benefit each of the servitudes upon each of said Units in favor of each and all other Units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said Units, including the Declarant, and their grantees, heirs, devisees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, their grantees, heirs, devisees, successors, and assigns.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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ARTICLE 1, DEFINITIONS

- 1-100. Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefor:
- 1-101. "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Owner.
- 1-103. "Association" or "Association of Owners" means the Owners acting as a group in accordance with the Act, the Declaration, and the By-Laws of the Springbrook Condominium Owners' Association.
- 1-104. "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or by By-Laws of the Association as the governing body of said Association.
- 1-105. "Building" means all of the structures containing Units located on the property subject to this Condominium.
- 1-106. "By-Laws" means the instrument attached hereto as Exhibit C and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1-107. "Common Area" means all that portion of the Condominium, other than the Units, and is more particularly described in Chapter 2-400 hereof. Common Area includes Limited Common Area.
- 1-108. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.

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- 1-109. "Common Profits" means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual Units.
- 1-110. "Condominium" means the real property and any interests therein described in Exhibit A hereof.
- 1-111. "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended.
- 1-112. "Declarant" means Portsmouth Investment, Inc., a New Hampshire corporation, duly established by law, with a place of business on Lafayette Road, Route 1, Portsmouth, New Hampshire, or its successors or assigns.
- 1-113. "Declaration" means this instrument.
- 1-114. "Institutional Lender" means one or more commercial or savings banks, savings and loan association, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1-115. "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.
- 1-116. "Manager" means the person designated by the Board to manage the affairs of the Condominium, and to perform various other duties as may be assigned to such person by the Board in accordance with the provisions of the Declaration and the By-Laws.
- 1-117. "Owner" means one or more persons who own a Unit.
- 1-118. "Residency Regulations" means such reasonable regulations as the Board from time to time may adopt relative to the use of the Condominium, or any part hereof.
- 1-119. "Site Plan" means any and all site plans or plats described in Exhibit A and any revisions thereof, and

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any and all floor plans relative thereto, recorded in the Rockingham County Registry of Deeds herewith; subsequently pursuant to Section 20 III or 21 of the Act; or subsequently for the purpose of amending any previously recorded floor plan or plat.

- 1-120. "Share" means the equal, undivided interest in and to the Common Area attributed to each Unit as set forth in Chapter 2-600.
- 1-121. "Submitted Land" means the land belonging to the Condominium which land is described in Exhibit A.
- 1-122. "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-123. "Unit" means a portion of the Condominium designated and intended for individual ownership and use and the undivided interest in the Common Area appertaining to that use.

ARTICLE 2, INFORMATION REQUIRED BY SECTION 356-B:16 I OF THE ACT

- 2-100. Description of Land. A legal description of the land on which the buildings and other improvements in the Condominium, are located is contained in Exhibit A attached hereto and made a part hereof.
- 2-200. Description of Buildings. There shall be 18 residential buildings in the Condominium (each such building shall contain 8 units), containing a total of one hundred forty-four (144) Units, which shall be constructed as the Condominium. The buildings are constructed of wood frame and concrete block on a concrete slab or full foundation. The buildings shall be two stories.
- 2-300. Description of Units. The Unit number and the dimensions of each Unit are shown on the Floor Plans recorded herewith. The boundaries of each Unit with respect to floors, ceilings, and walls, and doors and windows thereof are as follows:
- 2-301. Horizontal Boundaries:
 - (a) The unfinished or undecorated interior surfaces of the lower most basement floor.

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- (b) The unfinished or undecorated interior surfaces of the upper most ceiling.
- 2-302. Vertical Boundaries:
 - (a) The unfinished or undecorated interior surfaces of the perimeter walls and door frames.
 - (b) The unfinished or undecorated interior surfaces of perimeter doors.
 - (c) The unfinished or undecorated interior surfaces of windows and window frames.
- 2-303. Each Unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Areas as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wall-paper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit.
- 2-304. The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including air conditioning situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduits, wires and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Areas shall be deemed part of the Common Areas.
- 2-400. Description of Common Area. The Common Area includes, but not by way of limitation:
- 2-401. The land on which the buildings containing the Units are located and the walks, common entryways and hallways, if any, laundry rooms, shrubbery, and other plantings, parking areas, the driveway and other land and interests in land included in the description of the Condominium in Exhibit A.
- 2-402. The foundations, column girders, beams and supports, and roof of said buildings; the perimeter walls and door frames around each Unit to the unfinished or undecorated interior surfaces thereof and other walls and door frames which are not within a Unit; the perimeter

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doors and windows to the unfinished or undecorated interior surfaces thereof and other doors and walls which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas.

- 2-403. The water supply and sewerage disposal line and equipment serving more than one Unit, electrical and telephone systems serving the Condominium, to the extent said systems are located within the Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other Common Area within the Unit).
- 2-404. All other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Exhibit A or in this Declaration.
- 2-500. Description of Limited Common Area. There is appurtenant to some of the Units Limited Common Areas which are limited to the exclusive use of the Owner or Owners of the Unit or Units to which they are appurtenant:
- 2-501. The exclusive right to use a storage area as shown on the Floor Plans referred to above. Each Owner shall be required to keep their respective Limited Common Areas properly maintained at all times.
- 2-600. Unit Values. An equal, undivided interest in the Common Areas is allocated to each Unit. There shall appertain to each Unit in the Condominium, for voting purposes in connection with meetings of the Association, one vote per Unit. Where a particular Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.
- 2-700. Statement of the Purposes of Condominium Use. The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Residency Regulations, are in furtherance of this purpose:

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- 2-701. Each Unit shall be occupied and used only for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner, and not for any business or professional use whatsoever. 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. Any rental shall be by written lease. Said lease shall be for no less than 30 days and shall be subject to the Condominium Documents. The Declarant shall have the right to lease to third parties any or all of the Units upon such terms and for such periods of time as the Declarant sees fit, provided however that such lessees shall use the Units in accordance with the Condominium Documents.
- 2-702. The Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same. No boats, boat trailers, snowmobiles, barbeque grills or other personal property shall be stored in the Common Areas. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.
- 2-703. No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.
- 2-704. No signs (except as provided in Paragraph 2-706 below), clothes lines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other Owners without the prior written consent of the Board.

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- 2-705. No animals, livestock, or poultry, except household pets, shall be kept anywhere within the Condominium.
- 2-706. The administration of the Condominium shall be governed by the Association. Each Owner shall be a member of the Association. The membership of the Association shall consist of all the Owners. Each Unit shall be allocated one (1) vote. The administration, powers and duties of the Association and its Board of Directors shall be as contained within this Declaration, the Bylaws of the Association, and the Articles of Incorporation of the Association.
- The Declarant shall be deemed to be the Owner of any Units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold Units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the use of the Units by the respective Owners.
- The Declarant shall have the voting rights for all unsold Units at the rate of one (1) vote per Unit with regard to the Association.
- 2-707. The Association is empowered to adopt and amend, from time to time, Residency Regulations concerning the use of the Condominium and various parts thereof, which Residency Regulations shall be furnished in writing to all Owners and which Residency Regulations shall not be violated.
- 2-708. The consent of the Board referred to in this Chapter 2-700 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of the Condominium.
- 2-800. Person to Receive Service of Process.
- 2-801. The Consumer Protection and Antitrust Division of the New Hampshire Attorney General's Office shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative.

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- 2-802. Any member of the Board of Directors whose residence is in the Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be Springbrook Condominiums, Lafayette Road, Route 1, Portsmouth, New Hampshire.
- 2-803. Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon Bernard Plante, 74 Northeastern Blvd., Nashua, New Hampshire, 03062.
- 2-900. Amenities. The Declarant shall construct two tennis courts, a Cabana (clubhouse) and a pool on the Common Area. When these amenities are constructed they shall be a part of the Common Area.
- 2-1000. Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III, of the Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Owners, to the extent permitted by the Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate the Condominium pursuant to Section 34 of the Act. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims.

ARTICLE 3, INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

- 3-100. Purchase of Insurance. (a) The Association shall obtain and maintain in force insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Owners, without naming them, and as Agent for their Institutional Lenders.

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(b) Provision shall be made for the issuance of mortgage endorsements and certificates of insurance to the Institutional Lenders of Owners. All such policies shall provide that payments for losses thereunder shall be made to the Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

3-200.

Coverage. (a) Casualty. All buildings, improvements and structures which are included in the Condominium, including buildings, improvements and structures in the Common Areas, and all personal property in the Common Areas, shall be insured in an amount equal to the full replacement value thereof, all as determined annually by the Board of Directors. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and
- (ii) All such other risks and perils as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings included in the Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement.

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000 for injury to or death of one person, not less than \$1,000,000 for injury to or death of more than one person in the same occurrence; and not less than \$250,000 for damage to property. A single limit policy in the amount of \$1,000,000 shall be deemed compliance with the foregoing sentence. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured

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thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of a Owner for negligence occurring within his Unit or his Limited Common Area. Such insurance shall also provide coverage for any liability that results from law suits related to employment contracts in which the Association is a party.

(c) Workmen's Compensation. The association shall procure and maintain workmen's compensation insurance as required by law.

(d) Other Insurance. The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing, insurance upon owned and non-owned motor vehicles.

3-300.

General Insurance Provisions. (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Section 3-200(a) above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of the improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 3-200(a) 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 3-200 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 members of the family 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 the Condominium over which the insured, or Owners collectively, have no control; (iv) shall

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provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds 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; (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 of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums; (viii) shall recognize an Insurance Trust Agreement should the Association enter into one; (ix) shall contain a "loss payable" clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and (x) shall contain the standard mortgage clause naming the mortgagees of the Units.

3-400. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "Unit-Owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 3-300(b). It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section 3-200 above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage.

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Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section 3-200 hereof, of any such improvements.

(d) Each Owner should obtain liability insurance with respect to his Ownership and/or use of his Unit.

3-500. Notice to Owners. 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 termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand delivered by the Secretary or Manager, provided the Secretary or Manager obtains a receipt of acceptance of such notice from the Owner.

ARTICLE 4, EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-100. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive Ownership and possession of his Unit. No Owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall an Owner be deemed to own pipes, wires, conduits or other utility lines running through said Unit which

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are utilized for or serve more than one Unit, which items are hereby made a part of the Common Area. An Owner shall, however, be deemed to own the walls and partitions which are contained within said Owner's Unit and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

- 4-200. Each Owner shall own an equal, undivided interest in the Common Area equal to 1/144th. Subject to the provisions of this Declaration, each Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Residency Regulations adopted pursuant to said provisions.
- 4-300. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his Unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the Owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5, MAINTENANCE AND REPAIRS

- 5-100. Owners Obligation to Repair and Maintain. Each Owner shall, at his own expense, keep his Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his Unit. Each Owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his Unit. Each Owner shall also, at his own expense, keep

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the Limited Common Area appurtenant to his Unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event an Owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of an aggregate cost in excess of \$500 in his Unit or the Limited Common Area appurtenant to his Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations.

5-200. Association's Obligation to Maintain. Except as otherwise provided, the Association shall be responsible for the maintenance, repair and replacement (unless 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) of all of the Common Area and Limited Common Area whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense. Maintenance of Limited Common Areas shall not include the keeping of said area in a neat and orderly condition as provided in Section 5-100, nor to maintain it on a day-to-day basis. The Association's obligations with respect to repair or replacement are covered in other sections of this Declaration or within the By-Laws.

5-300. Management Contract. The Board of Directors, acting on behalf of the Association, may enter into a Management Agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint Management Agreement, for the management of the Condominium and its maintenance and repair, and may delegate to a Manager all the powers and duties of the Association, except such as are specifically required by the Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Manager may be authorized to

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determine the budget and make and collect assessments for Common Expenses as provided by the Declaration, ByLaws and Appendices to the Declaration.

ARTICLE 6, PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-100. No Owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board:
- 6-101. Make or permit to be made any structural alteration, improvement, or addition in or to his Unit or in or to any other part of the Condominium;
- 6-102. Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in the Condominium;
- 6-103. Impair any easement or right or personal property which is a part of the Condominium;
- 6-104. Paint or decorate any portion of the exterior of the building or any other structure in the Condominium or any Common Area therein.

ARTICLE 7, ENTRY FOR REPAIRS AND GRANT OF EASEMENTS

- 7-100. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more Owners acting as a group, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more Owners, in which case the negligent Owner or Owners shall bear the expense of such repairs.

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- 7-200. The Association shall have the power and right to grant reasonable, non-exclusive permits, licenses and easements over the Common Areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

ARTICLE 8, CERTAIN PROVISIONS PERMITTED BY THE ACT

- 8-100. Encroachments. If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (1) settling of a building, (2) alteration of or repair to the Common Areas made by or with the consent of the Board of Directors, (3) repair or restoration of a building or any Unit after damage by fire or other casualty, or (4) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.
- 8-200. Alterations Within Units. An Owner may make alterations, additions and improvements within his Unit which do not violate Article 6 hereof, including moving, removing, altering or adding to interior non-bearing walls and partitions, provided that no such alteration, addition or improvement may affect the structural elements or integrity of any structure without the prior written consent by the Board.
- 8-300. Relocation Of Boundaries Between Units. If the Owners of adjoining Units desire to relocate their mutual boundaries, they may do so if they obtain the prior written approval of the Board of Directors, any mortgagee of the Units involved and if they comply with the procedures set forth in Section 31 of the Act; provided, however, that no such relocation shall occur unless and until the Owners involved shall have satisfied the Board that any physical changes which may result to the building of which the Units are a part from the boundary relocation will not impair the structural integrity or adversely affect the exterior appearance of said building.

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ARTICLE 9, AMENDMENT OF CONDOMINIUM INSTRUMENTS

9-100. Amendment Prior To Conveyance Of A Unit. Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by the Declarant.

9-200. Amendment After Conveyance Of A Unit. Subsequent to the conveyance of a Unit to an Owner other than the Declarant the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3rds) of the voting power in the Association appertain, provided that:

(1) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered.

(2) No instrument of amendment which alters the percentage of undivided interest in the Common Areas, the liability for Common Expenses, the rights to Common Profits, or the voting rights in the Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by the Condominium Instruments, is consistent with the applicable provisions of the Act and has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby.

(3) No instrument of amendment which alters the Condominium Instruments in any manner which would render any of them contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect.

(4) No instrument of amendment which purports to affect the Declarant's reserved rights of control set forth in ARTICLE 16 of the Declaration shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Rockingham County Registry of Deeds.

(5) No instrument of amendment which purports to affect the Declarant's reserved rights and easements shall be of any force and effect unless it is assented

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to in writing by the Declarant and this assent is recorded with such amendment at the Rockingham County Registry of Deeds.

(6) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Rockingham County Registry of Deeds.

9-201.

Subsequent to the conveyance of a Unit to an Owner other than Declarant the prior written approval of 51% of the first mortgagees on Units shall be required in order to adopt any amendment to any or all of the Condominium Instruments which amendment would have the effect of altering:

1. The voting rights of the Owners in the Association;
2. The manner of assessing common expenses, assessment liens or subordination of assessment liens;
3. The requirement of Association reserves for replacement, maintenance and repair of Common Areas;
4. The terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Areas or the Limited Common Areas;
5. The terms of the Condominium Instruments, if any, relating to the conversion of Units in the Common Areas;
6. The terms of the Condominium Instruments, if any, relating to the expansion of the Condominium or the addition or annexation of property to the Condominium or the terms allowing for the contraction of the Condominium or withdrawal of parts of the Condominium from it.
7. The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association;

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8. The terms of the Condominium Instruments stating which Units and under what conditions Units may be leased;
9. The terms of the Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his Unit;
10. Any term of the Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors;
11. The terms of the Condominium Instruments providing for the restoration or repair of the project after a hazard, damage or partial condemnation; or
12. Any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

9-300. Recording Required. No amendment to the Condominium Instruments shall become effective until an instrument setting it forth in full shall be recorded at the Rockingham County Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either (i) be signed by Owners holding the requisite voting power for its adoption or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 10, ASSESSMENTS

10-100. Power To Fix And Determine. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium and such other fees and charges as are specifically provided for in the Declaration and the

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Appendices attached hereto and the By-Laws. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and the Declaration and the Appendices attached hereto.

- 10-200. Owner's Obligation To Pay Assessments. Each Owner shall pay all Common Expenses assessed against him and all other assessments and charges made against him by the Board of Directors pursuant to the Declaration or By-Laws. Any Owner having executed a contract for the disposition of his Unit, shall be entitled, upon written request to the President, Treasurer or Secretary of the Association and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Ten Dollars (\$10) or the largest amount allowed by the Act, whichever is greater, to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Such statement shall be binding upon the Association, the Board of Directors, and every Owner. Failure to furnish such statement within ten (10) business days following receipt of such request shall extinguish the lien created by Section 46 of the Act.
- 10-300. Unpaid Assessments. Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) provided said interest rate does not violate any then applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then higher permitted rate) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge to be determined by the Directors of the Association but which shall not exceed any limits imposed by the Act and which shall initially be \$25.00 shall be due and payable. Regular assessments shall be due and payable monthly on the first day of each calendar month. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any assessments against such Unit which are unpaid at the time of such purchase.
- 10-400. Lien For Unpaid Assessments. (1) The Association shall have a lien upon each Unit for unpaid assess-

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ments, together with interest thereon, against the Owner thereof, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Expenses incurred by the Association, including reasonable attorneys' fees, incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid assessments, and to apply as a cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Owner or anyone by, through or under said Owner, while such foreclosure proceeding is pending.

(2) In the event an Institutional Lender, or other purchaser of a Unit, obtains title to such Unit as a result of foreclosure by the Institutional Lender, or if an Institutional Lender accepts a deed to such Unit in lieu of foreclosure, the person or entity so acquiring title shall not be liable for any assessments by the Association pertaining to such Unit, or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid assessments shall be deemed to be Common Expenses collectible from all of the Owners including the person or entity acquiring title.

(3) No person who acquires an interest in a Unit, except through foreclosure by an Institutional Lender, or the acceptance by an Institutional Lender of a deed in lieu of foreclosure, (including, without limitation,

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persons acquiring title by operation of law, including purchasers at judicial sales), shall be entitled to occupancy of the Unit or enjoyment of the Common Areas until such time as all unpaid assessments due and owing by the former Owner have been paid. The Association shall have the right to assign its claim for the recovery of any unpaid assessments to the Declarant, or to any Owner or group of Owners or to any third party.

- 10-500. Until the year beginning November 1, 1986, the maximum annual assessment shall be \$780.00 per Unit.
- 10-600. The Declarant shall be considered to be the Owner of all unsold Units as provided within this Declaration. The Declarant shall not pay each unsold Unit's share of working capital to the Owners' Association. Rather, for the period of time under which the Declarant has control of the Association as provided here within, the Declarant warrants that it will provide whatever reasonable funds are necessary to cover any deficit or shortage in the Owners' maintenance fund.

ARTICLE 11, EMINENT DOMAIN

- 11-100. The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of the Condominium.

ARTICLE 12, WAIVER

- 12-100. The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

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ARTICLE 13, LIABILITY OF THE BOARD

13-100. 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 willfulness, misconduct, or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing during the period in which the Declarant is in control of the Board of Directors and Officers pursuant to Article 16. It is intended that the members of the Board shall have no personal liability, other than as Owners, with respect to any contract made by them on behalf of the Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each 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 his interest in the Common Area bears to the interests of all the Owners in the Common Area (except that the personal liability of Owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by Owners against the Board or any other insured under the liability insurance required by Paragraph 3-200.

ARTICLE 14, ENFORCEMENT

14-100. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or

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both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

ARTICLE 15, PERSONAL PROPERTY

- 15-100. The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16, DECLARANT'S RESERVED RIGHTS OF CONTROL

- 16-100. Rights Reserved. Subject to Section 16-200, the Declarant, or a Manager or some other person or persons selected or to be selected by the Declarant, may appoint and remove some or all of the officers of the Association, or its Board of Directors, or both and may exercise the powers and responsibilities otherwise assigned by the Condominium Instruments to the Association, its officers or the Board of Directors.
- 16-200. Limitation. No amendment to the Condominium Instruments shall increase the scope of the authorization in Section 16-100 if there is any Owner other than the Declarant, and such authorization shall not be valid after the earlier of: (1) the expiration of two (2) years from the of filing the Declaration in the Rockingham County Registry of Deeds or (2) the date upon which Units to which three-quarters (3/4) of the undivided interests in the Common Areas appertain have been conveyed.
- 16-300. Renewal Of Management Or Other Agreement. If entered into during the period of control contemplated by Section 16-100, no Management Agreement, or any other contract or lease executed by or on behalf of the Association, its Board of Directors or the Owners as a group shall be binding after such period of control unless then renewed or ratified with the consent of Owners of Units to which a majority of the votes in the Association appertain.

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ARTICLE 17, TERMINATION OF CONDOMINIUM

- 17-100. Termination Prior To Conveyance Of A Unit. Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated at any time by an instrument in writing signed by the Declarant.
- 17-200. Termination After Conveyance Of A Unit. (1) Required Vote. Subsequent to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in the Association appertain.
- (2) Effect of Termination. If the Association shall vote to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in the Common Areas immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and their respective heirs, successors and assigns shall have an exclusive right of occupancy of that portion of the Condominium property which formerly constituted his Unit.
- 17-300. Recording Required. No termination of the Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Rockingham County Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either (i) be signed by Owners holding the requisite voting power for its adoption or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

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ARTICLE 18, CONSENT OF FIRST MORTGAGEE

- 18-100. Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, so long as a first mortgagee is the holder of a construction mortgage lien conveyed to it by Declarant covering one or more of the Units, and unless the first mortgagee shall have given its approval, the Owners Association and Board of Directors shall not be entitled to:
- (a) by act or omission, seek to abandon or terminate the Condominium;
 - (b) partition or subdivide any Unit;
 - (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
 - (d) 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 losses, except as provided by statute in case of substantial loss to the Units and/or Common Area; or
 - (e) amend, modify or otherwise change any rights or obligations under this Declaration, the By-Laws or the Rules;

ARTICLE 19, UNIT MORTGAGEES

- 19-100. Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, unless at least fifty-one percent (51%) of the mortgagees holding mortgages recorded at the Rockingham County Registry of Deeds constituting first liens on the Units have given their prior written approval, the Owners Association and Board of Directors shall not be entitled to:
- (a) by act or omission, seek to abandon or terminate the Condominium;
 - (b) partition or subdivide any Unit;
 - (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;

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(d) 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 losses, except as provided by statute in case of substantial loss to the Units and/or Common Area.

19-200. No provision of this Declaration, the By-Laws, or the Residency Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

19-300. Notices. The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages in a Unit in the event:

- (a) that any condemnation or casualty loss occurs which affects a material portion of the Condominium or the mortgaged Unit;
- (b) of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) of any action which requires the consent of a special percentage of mortgage holders; or
- (d) of for a particular Unit, any 60 day delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

To obtain this information, the holder, insured, or guarantor of a mortgage on a Unit must submit at written request and notice to the Association which specifies their particular interest.

19-400. Until such time as the Condominium contains fifty (50) or more Units and there is no audited financial statement of the Owners' Association accounts available, any mortgage holder may have an audited statement prepared of the Owners' Association accounts at the mortgage holder's expense. At the time the Condominium contains fifty (50) or more Units, the Owners' Association will

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prepare an audited statement for the preceding fiscal year if a holder, insurer, or guarantor of any first mortgage that is secured by a Unit of the Condominium submits a written request for such an audited statement.

ARTICLE 20, NOTICES

- 20-100. All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States certified mail to the Board at Lafayette Road, Route 1, Portsmouth, New Hampshire, or to such other address as the Board may designate, from time to time, by notice in writing to all Owners and a copy of all notices shall be sent to Bernard N. Plante, 74 Northeastern Blvd., Nashua, NH 03062. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.
- 20-200. No act of omission by the Unit Owners to terminate the Condominium for any reason other than substantial destruction or condemnation of the Land shall be valid or effective unless approved by eligible mortgagees representing at least 67% of the rates of the Mortgaged Units.

ARTICLE 21, EASEMENTS

- 21-100. The Declarant reserves the right to convey easements to any utility companies which easements are necessary or described for the Condominium. All such easements do hereby take precedence over the Unit Owners rights and title in the Common Areas.

In addition, the land of the Condominium is subject to a certain Easement Agreement recorded in the Rockingham County Registry of Deeds at Book 2539, Page 2485 which agreement provides for various easements benefitting and burdening the Condominium and requires certain payments for the use of a sanitary sewer pumping station which payments shall be the responsibility of the Springbrook Condominium Owner's Association.

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ARTICLE 22, SEVERABILITY

22-100. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

ARTICLE 23, GENDER

23-100. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE 24, INTERPRETATION

24-100. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium project.

IN WITNESS WHEREOF, Portsmouth Investment, Inc., by its President, duly authorized, has executed this Declaration on the day and year first above written.

Suzanne E. Hanzelmad
Witness

By: John E. Pearson
John E. Pearson, Its President,
Duly Authorized

THE STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 14th day of March, 1986, by John E. Pearson the President of Portsmouth Investment, Inc., a New Hampshire corporation, on behalf of the corporation.

Suzanne E. Hanzelmad
Notary Public, Justice of the Peace
U. S. VA-9-89

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EXHIBIT A
TO DECLARATION OF CONDOMINIUM
SPRINGBROOK CONDOMINIUM
SUBMITTED LAND

A certain tract or parcel of land situate in Portsmouth, Rockingham County, New Hampshire, more particularly shown on a plan entitled "Boundary Survey Only for Paul Mack, dated December 4, 1984 and revised as late as 12/10/85, prepared by Richard D. Bartlett, LLS (2 sheets)", said plan having been recorded in the Rockingham County Registry of Deeds as Plan No. _____; said tract or parcel being more particularly bounded and described as follows:

Commencing at a steel pin located on the westerly side of U.S. Route 1 also known as Lafayette Road; thence

(1) South $58^{\circ}27'35''$ West along said Lafayette Road a distance of 100.00 feet to another steel pin; thence

(2) South $32^{\circ}04'40''$ East a distance of 500.00 feet to a point; thence

(3) South $71^{\circ}40'00''$ West a distance of 239.91 feet to a point; thence

(4) South $55^{\circ}30'05''$ East a distance of 773.04 feet to a point; thence

(5) South $53^{\circ}27'15''$ East a distance of 522.57 feet to a point; thence

(6) South $31^{\circ}34'30''$ West a distance of 835.04 feet to a steel pin; thence

(7) South $54^{\circ}55'05''$ East a distance of 1,253.12 feet to a point; thence

(8) South 55° East a distance of 1,400 feet along land now or formerly of Robert and Helen Stetson and land now or formerly of William S. Carlton, Jr. to a point at land now or formerly of Rand Lumber Co., Inc.; thence

(9) North 31° +East a distance of 962 feet along land of Rand Lumber Co., Inc. and land of Woodland Subdivision to a point; thence

(10) North 56° +West a distance of 1,083 feet, more or less, along land now or formerly of Berry Brook Realty Trust to a point; thence

(11) North $56^{\circ}09'00''$ West a distance of 369.28 feet to a steel pin; thence

(12) North $41^{\circ}48'50''$ East a distance of 413.02 feet to a steel pin; thence

(13) North $60^{\circ}09'10''$ West a distance of 1,621.99 feet to a steel pin; thence

(14) North $57^{\circ}58'35''$ East a distance of 378.30 feet to a steel pin; thence

(15) North $47^{\circ}14'30''$ West a distance of 734.70 feet to a steel pin; thence

(16) South $54^{\circ}23'50''$ West a distance of 120.00 feet to a steel pin; thence

(17) North $28^{\circ}18'25''$ West a distance of 50.00 feet to a point; thence

(18) South $56^{\circ}03'30''$ West a distance of 400.00 feet to a steel pin; thence

(19) North $33^{\circ}10'35''$ West a distance of 400.00 feet to the point of beginning.

Being 84.54 acres, more or less.

The above described premises are conveyed SUBJECT TO the rights contained in an Easement Agreement between Paul M. Mack and Cedars of Portsmouth Group dated December 21, 1984 and recorded at Book 2539, Page 2485.

The above described premises are also conveyed SUBJECT TO the following easements:

A. Sewer line easements to the City of Portsmouth dated February 17, 1971 and recorded at Book 2055, Page 261 and Book 2055, Page 263.

B. Drainage easement to Exeter Lafayette Trust dated November 2, 1971 and recorded at Book 2104, Page 305.

C. Drainage easement and sign restriction to Ames Textile Corporation dated April 25, 1972 and recorded at Book 2134, Page 251.

D. The benefits and burdens of a certain agreement dated May 7, 1985 between Paul Mack, Inc. and Bradgate Associates, Inc. and to the terms of a certain agreement attached to the May 7, 1985 agreement which is dated February 21, 1985 and is by and among Bradgate Associates, Inc., R.D.G. Realty Trust and Paul Mack, Inc. Said agreements were recorded August 30, 1985 at Book 2561, Page 441. Due to a scrivener's error, said agreement incorrectly referred to the premises described herein as being now or formerly owned by Paul Mack, Inc. rather than Paul M. Mack.

E. Any and all easements, terms and recitations shown on recorded Plan #14066, the revised Boundary Plan recited above and recorded as Plan # _____ and the Site Plan described below.

See also "Site Plan of Springbrook Condominiums" dated December 4, 1984, revised as late as 3/3/86, prepared by Richard D. Bartlett, L.L.S. and recorded in the Rockingham County Registry of Deeds as Plan # D15310.

F. Easement of Portsmouth Investment, Inc. to Raymond D. Goss, Trustee of RDG Realty Trust to be recorded

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**RESIDENCY REGULATIONS OF
SPRINGBROOK CONDOMINIUM**

1. The submitted land is primarily intended for use as a residential community.
2. Owners shall neither make nor permit their guests or invitees to make any improper, offensive or unlawful use of any property comprising the condominium. In particular, no use shall be made of any unit which would become an annoyance or nuisance to the other unit owners.
3. Each owner shall keep and maintain the interior of his unit and storage area, the interior of exterior doors and fixtures and appliances located therein and any limited common area in good condition and repair at all times. Storage areas shall be maintained in a neat, orderly condition at all times; the storage of combustible material is prohibited.
4. The exclusive property of a unit owner shall not be used or altered in any manner that would effect an increase in the expense of operation of the condominium, nor shall any structural alterations of any nature be made without the express approval of the Association. All exterior protective curtains, blinds, awnings, etc., which an owner wishes to install to protect the porches or balconies from the sun, wind, rain or other elements, shall first be approved by the Association before any such installation by the owner. An owner may install an approved screen and/or storm door at the entrance of the condominium unit upon obtaining approval by the Association. An owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or building except as herein provided. All installations of individually owned appliances and any additions to the exterior of the main building shall also first require approval by the Association.
5. Each owner shall be liable for any and all damages to exclusive and/or common property which shall be caused by said owner, his lessees, guests or invitees, and to the extent that such damages are not covered by insurance proceeds, such owner shall be assessed by the Association for the costs of repairs, and the same shall be a lien against the unit of such owner and may be enforced, as provided in the Declaration, the By-Laws, or the Condominium Act. Each owner shall promptly pay when due all repair bills and/or utility bills which are separate liens or charges against his unit.

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6. Common walks and/or other common areas shall not be obstructed, littered, defaced or misused in any manner. Exterior surfaces of exclusive property shall not be decorated in any manner without the consent of the Association. No signs may be exposed except those which have been approved in writing by the Association. The balconies, terraces, walkways and exterior stairways shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. Disposition of garbage shall be only by the use of garbage disposal units or approved receptacles, and disposition of trash shall be only by the use of the owner's receptacles placed in the trash area as designated. All receptacles shall be covered and constructed of material approved by the Association.

7. Pets shall be under the control of their owner at all times. The Association shall have the right to determine that a particular pet constitutes a nuisance and may order the unit owner to remove the pet from the premises. In the event that an owner does keep a pet in contravention of the provisions of this regulation, then the Association shall have the right to apply to a court of competent jurisdiction for an injunction to require the owner to remove the same. In the event the Association prevails in its suit for an injunction, the defending unit owner shall be required to pay the Association's costs, including reasonable attorney's fees.

8. Each unit owner shall permit reasonable access to his exclusive property by the Association or the agents or employees of the Association for the purpose of maintenance, inspection, repair, replacement of improvements in said exclusive property or the common property, or as may be required in emergency situations. For the purpose of providing access to each unit and storage area in emergency situations during his absence, each owner shall leave a key with an agent, employee of the Association or with some other person residing on the premises after notifying the Association of its location.

9. Unit owners shall not at any time permit the temperature within their units to be less than fifty (50) degrees Fahrenheit.

10. The common area shall not be used in a manner which is inconsistent with the residential character of the condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the common area, and anyone causing such damage shall pay the expenses incurred by the Association in repairing the same; and nothing shall be stored in the common area without the prior written consent of the Associa-

tion; nothing shall be altered, constructed in or removed from the common area without the prior written consent of the Association.

11. No motor vehicles other than of a private passenger type and no boat, minibike, motorcycle, snowmobile, truck, mobile home, camping trailer, boat trailer, utility trailer or similar terrain vehicle shall be used or kept anywhere on the premises of the condominium except in such places as may be designated by the Association, provided that space is available. Unregistered motor vehicles shall not be permitted in any instance.

12. Owners may lease their units by written lease for no less than 30 days. Occupancy under lease shall only be by the tenant and his family or guests. All such leases or rentals shall be subject in all respects to these Residency Regulations and the Condominium Documents.

13. The Association shall indicate a parking space for each unit owner within the parking area shown on the site plan of The Condominium, and shall further designate parking areas for guests. Such indication shall not be considered a reservation of any particular parking space for a particular unit but rather indicates the number of spaces for owner parking as separate from guest parking. All owner and guest parking spaces shall be on a non-exclusive, non-reserved basis. The Association shall also control the use of common storage areas.

14. Reasonable regulations concerning the use of the units, the common elements and the common areas may be made and amended from time to time by the Association; provided, however, that all such regulations and amendments thereto shall be approved by the vote of two-thirds or more of the total voting power of all the unit owners before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

BK2622 P1867

CONSENT AND JOINDER OF MORTGAGEE

Paul M. Mack of Spofford, New Hampshire holder of a mortgage on all of the premises described in Exhibit A to the Declaration of Condominium for Springbrook Condominium, and conveyed by a mortgage of Portsmouth Investment, Inc. (a New Hampshire corporation), dated August 30, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2561, Page 458, joins herein for the purpose of assenting to the recordation of the Declaration of Condominium for Springbrook Condominium and to the legal effect and operation thereof. Provided, however, that until separately released by appropriate instrument hereafter, each of the individual condominium units and the common area appurtenant thereto shall remain subject to the aforesaid mortgage pursuant to the terms set forth therein.

Paul M. Mack
Paul M. Mack

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this
9th day of January, 1986, by Paul M. Mack.

Donnal J. Johnson
~~Justice of the Peace~~ Notary Public

My Commission Expires July 17, 1990



RK2622 P1868

CONSENT AND JOINDER OF MORTGAGEE

BankEast Savings Bank and Trust, a New Hampshire corporation, holder of a mortgage on all of the premises described in Exhibit A to the Declaration of Condominium for Springbrook Condominium, and conveyed by a mortgage of Portsmouth Investment, Inc. (a New Hampshire corporation), dated August 30, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2561, Page 451, joins herein for the purpose of assenting to the recordation of the Declaration of Condominium for Springbrook Condominium and to the legal effect and operation thereof. Provided, however, that until separately released by appropriate instrument hereafter, each of the individual condominium units and the common area appurtenant thereto shall remain subject to the aforesaid mortgage pursuant to the terms set forth therein.

BANKEAST SAVINGS BANK AND TRUST

By *Phyllis M. Perkins*
Its Duly Authorized
Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 10th day of January, 1986 by Phyllis M. Perkins (name), the Vice President (title) of BankEast Savings Bank and Trust a New Hampshire corporation, on behalf of the corporation.

Karen A. O'Connor
Justice of the Peace/Notary Public

My Commission Expires: 12-13-87

KAREN A. O'CONNOR, Notary Public
My Commission Expires December 13, 1987