

Meadowview Estates

CONDOMINIUM

Documents & Information

Meadowview Estates Condominium
Ridge Road
Nashua, New Hampshire



625169

MAY 2 1 50 PM '86

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MEADOWVIEW ESTATES CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium for Meadowview Estates Condominium is made this 2nd day of May, 1986, by Meadowview Associates, Inc., a New Hampshire corporation ("Declarant").

WHEREAS, Declarant is the owner of a certain tract of land with the improvements heretofore or hereafter constructed thereon, located on Middle Dunstable Road in Nashua, Hillsborough County, New Hampshire, which Declarant is developing as a condominium known as Meadowview Estates Condominium (the "Condominium");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a Declaration of Condominium for the Condominium which Declaration is known as "Declaration of Condominium for Meadowview Estates Condominium" and is recorded at Book 3508, Page 468, in the Hillsborough County Registry of Deeds (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration.

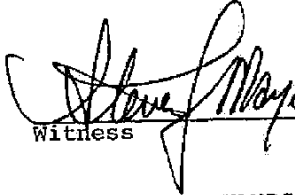
NOW, WHEREFORE, Declarant declares the following amendment to the Declaration:

Article 16 of the Declaration shall be amended by adding the following section thereto:


16-400 The plan recorded in the Hillsborough County Registry of Deeds as Plan No. 19151 shall not be binding on Declarant with respect to Phase II. The building and road layout and any other improvements shown on Phase II of said Plan is proposed only and should not be relied upon by purchasers of Units. The final site plan for Phase II shall be recorded in the Hillsborough County Registry of Deeds at the time of registration of Phase II with the New Hampshire Attorney General's office. Until such time Declarant shall have the right to relocate any buildings or improvements from the configuration shown on said Plan No. 19151 for Phase II.

EX 3515 PL 0129

IN WITNESS WHEREOF, Meadowview Associates, Inc., by its President, duly authorized, has executed this First Amendment to the Declaration of Condominium for Meadowview Estates Condominium on the day and year first above written.

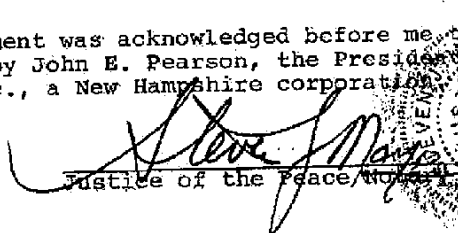

Witness

MEADOWVIEW ASSOCIATES, INC.

By: 
John E. Pearson, Its President

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me, this 2nd day of May, 1986, by John E. Pearson, the President of Meadowview Associates, Inc., a New Hampshire corporation.


Justice of the Peace

STEVEN J. MAY, Justice of the Peace
My Commission Expires March 26, 1991

003515 00130

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SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MEADOWVIEW ESTATES CONDOMINIUM
AND
FIRST AMENDMENT
TO
THE BYLAWS OF
MEADOWVIEW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

THIS AMENDMENT to the Declaration of Condominium for Meadowview Estates Condominium and the Bylaws of Meadowview Estates Condominium Owners' Association is made this 2nd day of July, 1986, by Meadowview Associates, Inc., a New Hampshire corporation ("Declarant").

WHEREAS, Declarant is the owner of a certain tract of land with the improvements heretofore or hereafter constructed thereon, located on Middle Dunstable Road in Nashua, Hillsborough County, New Hampshire, which Declarant is developing as a Condominium known as Meadowview Estates Condominium (the "Condominium");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a Declaration of Condominium for the Condominium which Declaration is known as "Declaration of Condominium For Meadowview Estates Condominium", and is recorded at Book 3508, Page 0468 in the Hillsborough County Registry of Deeds (the "Declaration");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a set of Bylaws for the Condominium which Bylaws are known as "Bylaws of Meadowview Estates Condominium Owners' Association", and are recorded at Book 3508, Page 0521 in the Hillsborough County Registry of Deeds (the "Bylaws"); and

WHEREAS, Declarant desires to amend the Declaration and the Bylaws to provide for Phase II of the development of the Condominium.

NOW WHEREFORE, Declarant declares the following amendments to the Declaration and to the Bylaws:

1. The second paragraph of the Declaration which is found on the first page of the Declaration shall be amended by substituting the phrase "80 separate living Units with parking areas" for the phrase "thirty (30) separate living Units with parking areas".

2. Section 2-200 of ARTICLE 2 of the Declaration shall be stricken in its entirety and the following language shall be substituted therefor.

"2-200. Description of Buildings. There shall be fourteen residential buildings in the Condominium, containing a total of 80 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."

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3. Section 18-400 of ARTICLE 18 of the Declaration shall be amended by striking the first sentence thereof in its entirety and substituting the following sentence therefor:

"A maximum of 108 Units may be created on the Convertible Land."

4. Exhibit D of the Declaration shall be stricken in its entirety and Exhibit D attached hereto and hereby made a part hereof shall be substituted therefor.

5. Exhibit E of the Declaration shall be stricken in its entirety and Exhibit E attached hereto and hereby made a part hereof shall be substituted therefor.

6. Exhibit F of the Declaration shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.

7. The Table of Percentage Undivided Interest in Common Areas and Percentage Vote in the Association attached to the Bylaws and recorded in Book 3508, Page 0551 of the Hillsborough County Registry of Deeds shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.

8. The purpose of this Second Amendment is to effectuate the conversion of 18.406 acres of the Submitted Land which was Withdrawable and Convertible. By virtue of this Amendment said 18.406 acres is now Submitted Land which is not Withdrawable. Said 18.406 acres are shown on the Site Plan recorded herewith as Phase II. Fifty Units have been created on this 18.406 acres of land. Limited Common Area, if any, is shown on the Site Plan recorded herewith or any of the Floor Plans of the 50 Units created hereby which Units are assigned the following identifying numbers: 101 through 150. Each Unit in the Condominium shall be allocated an undivided percentage interest in the Common Areas and a percentage vote in the Meadowview Estates Condominium Owners' Association in accordance with Exhibit F attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, Meadowview Associates, Inc., by its President, duly authorized, has executed this Second Amendment to the Declaration of Condominium for Meadowview Estates Condominium on the day and year first above written.

MEADOWVIEW ASSOCIATES, INC.

BY John E. Pearson
John E. Pearson, Its President
Duly Authorized


STEVEN J. MAYO, Justice of the Peace
My Commission Expires March 28, 1991

Witness

W3830 P0094

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this
2nd day of July, 1986, by John E. Pearson, the President
of Meadowview Associates, Inc., a New Hampshire corporation.


Justice of the Peace/Notary Public

STEVEN J. MAYO, Justice of the Peace
My Commission Expires March 20, 1991

843830 RE0095

EXHIBIT D

MEADOWVIEW ESTATES CONDOMINIUM

Submitted Land Not Withdrawable

Two certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, shown as Phases I and II on a Plan entitled "Site and Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, NH" prepared for Bradgate Associates, Inc., and dated December 23, 1985, by Allan H. Swanson, Inc., said Phases I and II being more particularly bounded and described as follows:

Phase I:

Commencing at the northwesterly corner at a point on the easterly side of Middle Dunstable Road; thence

(1) South 80°52'44" East a distance of 573.99 feet along a stone wall and other land known as Phase II to a point; thence

(2) South 01°15'32" East a distance of 626.85 feet along a stone wall and land of Sky Meadow, Inc. to a point; thence

(3) North 87°46'09" West a distance of 658.94 feet along a stone wall and other land known as Phase V to a point on the easterly side of Middle Dunstable Road; thence

(4) In a generally northerly direction along a curve to the right with a radius of 818.65 feet a distance of 134.71 feet along said road to a point; thence

(5) North 00°38'46" East a distance of 91.31 feet along said road to a point; thence

(6) In a generally northerly direction along a curve to the right with a radius of 757.02 feet a distance of 198.85 feet along the easterly side of said road to a point; thence

(7) North 15°41'46" East a distance of 134.11 feet along said road to a point; thence

(8) Along a curve to the left with a radius of 600.00 feet a distance of 143.19 feet along said road to the point of beginning.

Being 9.631 acres, more or less.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

3830 0098

Phase II

Commencing at the northwesterly corner at land now or formerly of Daniel F. and Mary A. Donahue on the easterly side of Middle Dunstable Road; thence

(1) South 79°48'22" East a distance of 484.37 feet along said Donahue land to a stone bound; thence

(2) South 06°58'06" East a distance of 156.71 feet along land now or formerly of Margaret A. Reynolds to a drill hole; thence

(3) South 80°22'53" East a distance of 122.75 feet along said Reynolds land and a stone wall to an iron pin; thence

(4) South 78°41'33" East a distance of 256.94 feet along a stone wall and land now or formerly of Walter J. and Carol F. Sargent to a point; thence

(5) South 19°45'36" East a distance of 378.16 feet along land now or formerly of Robert Spacek to a point; thence

(6) South 05°24'45" West a distance of 318.90 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a drill hole; thence

(7) North 80°23'28" West a distance of 555.05 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(8) North 80°52'44" West a distance of 573.99 feet along a stone wall and Phase I to a point on the easterly side of Middle Dunstable Road; thence

(9) In a northerly direction along the easterly side of Middle Dunstable Road along a curve to the left with a radius of 600.00 feet a distance of 13.89 feet to a point; thence

(10) North 00°41'46" East along the easterly side of Middle Dunstable Road a distance of 280.49 feet to a point; thence

(11) In a generally northerly direction along said road on a

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curve to the right with a radius of 625.00 feet a distance of 152.72 feet to a point; thence

(12) North 14°41'48" East a distance of 265.63 feet along said road to a point; thence

(13) In a generally northeasterly direction along said road around a curve to the right with a radius of 225.00 feet a distance of 107.07 feet to a point; thence

(14) North 41°57'35" East a distance of 8.46 feet along said road to the point of beginning.

Being 18.406 acres, more or less.

Subject to easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

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EXHIBIT E

MEADOWVIEW ESTATES CONDOMINIUM

Submitted Land Which is Withdrawable and
Convertible

A certain tract or parcel of land situate in Nashua, Hillsborough County, New Hampshire, shown as Phase III on a Plan entitled "Site and Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, NH" prepared for Bradgate Associates, Inc. by Allan H. Swanson, Inc. dated December 23, 1985, said tract being more particularly bounded and described as follows:

Phase III

Commencing at a point on the westerly side of Middle Dunstable Road at land now or formerly of Laura Pagano; thence

(1) In a generally southerly direction along the westerly side of Middle Dunstable Road along a curve to the right with a radius of 550.00 feet a distance of 136.93 feet to a point; thence

(2) South 15°41'46" West a distance of 276.30 feet along said road to a point; thence

(3) In a generally southwesterly direction along a curve to the right with a radius of 225.00 feet a distance of 350.21 feet to a point; thence

(4) North 75°17'21" West a distance of 337.24 feet along the northerly side of Ridge Road to a point; thence

(5) In a generally westerly direction along a curve to the left with a radius of 225.00 feet a distance of 160.92 feet along said Ridge Road to a point; thence

(6) South 63°54'00" West a distance of 191.20 feet along said Ridge Road to a point; thence

(7) In a generally westerly direction along a curve to the left with a radius of 650.00 feet a distance of 127.30 feet along said Ridge Road to a point; thence

(8) South 52°40'44" West a distance of 463.12 feet along said Ridge Road to a point; thence

(9) North 37°19'17" West a distance of 104.93 feet to a point; thence

continued-----

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Page 2 of Exhibit E

(10) North 15°54'34" East a distance of 935.91 feet to a point; thence

(11) North 88°36'34" East a distance of 1144.37 feet to a point; thence

(12) South 19°04'14" West a distance of 72.15 feet to a point; thence

(13) South 82°23'57" East a distance of 188.54 feet to the point of beginning.

Being 20.649 acres, more or less.

Subject to easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Subject to an access easement as shown on the plan and more particularly described in Book 3369, Page 351.

Subject to a 20 foot public sewer easement as depicted on said plan.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

W3830 P0100

EXHIBIT F

MEADOWVIEW ESTATES CONDOMINIUM - PHASES I AND II

Table of Percentage Undivided Interest
in Common Areas and Percentage
Vote in the Association

| <u>Unit Identification</u> | <u>Square Footage of Each Unit</u> | <u>Percent Undivided Interest in Common Area and Percentage Vote in the Associa- tion for Each Unit</u> |
|----------------------------|--|---|
| 1 | 1,520 | 1.3885 |
| 2 | 1,360 | 1.2423 |
| 3 | 1,360 | 1.2423 |
| 4 | 1,360 | 1.2423 |
| 5 | 1,360 | 1.2423 |
| 6 | 1,360 | 1.2423 |
| 7 | 1,520 | 1.3885 |
| 8 | 1,360 | 1.2423 |
| 9 | 1,360 | 1.2423 |
| 10 | 1,360 | 1.2423 |
| 11 | 1,360 | 1.2423 |
| 12 | 1,360 | 1.2423 |
| 14 | 1,520 | 1.3885 |
| 15 | 1,360 | 1.2423 |
| 16 | 1,360 | 1.2423 |
| 17 | 1,360 | 1.2423 |
| 18 | 1,360 | 1.2423 |
| 19 | 1,054 | .9628 |
| 20 | 1,360 | 1.2423 |
| 21 | 1,360 | 1.2423 |
| 22 | 1,360 | 1.2423 |
| 23 | 1,360 | 1.2423 |
| 24 | 1,360 | 1.2423 |
| 25 | 1,360 | 1.2423 |
| 26 | 1,360 | 1.2423 |
| 27 | 1,360 | 1.2423 |

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- 2 -

| | | |
|-------|-------|--------|
| 28 | 1,360 | 1.2423 |
| 29 | 1,360 | 1.2423 |
| 30 | 1,360 | 1.2423 |
| 31 | 1,360 | 1.2423 |
| <hr/> | | |
| 101 | 1,520 | 1.3885 |
| 102 | 1,360 | 1.2423 |
| 103 | 1,360 | 1.2423 |
| 104 | 1,360 | 1.2423 |
| 105 | 1,360 | 1.2423 |
| 106 | 1,520 | 1.3885 |
| 107 | 1,360 | 1.2423 |
| 108 | 1,360 | 1.2423 |
| 109 | 1,360 | 1.2423 |
| 110 | 1,360 | 1.2423 |
| 111 | 1,360 | 1.2423 |
| 112 | 1,360 | 1.2423 |
| 113 | 1,360 | 1.2423 |
| 114 | 1,360 | 1.2423 |
| 115 | 1,360 | 1.2423 |
| 116 | 1,360 | 1.2423 |
| 117 | 1,360 | 1.2423 |
| 118 | 1,360 | 1.2423 |
| 119 | 1,360 | 1.2423 |
| 120 | 1,360 | 1.2423 |
| 121 | 1,360 | 1.2423 |
| 122 | 1,360 | 1.2423 |
| 123 | 1,360 | 1.2423 |
| 124 | 1,360 | 1.2423 |
| 125 | 1,360 | 1.2423 |
| 126 | 1,360 | 1.2423 |
| 127 | 1,360 | 1.2423 |
| 128 | 1,360 | 1.2423 |
| 129 | 1,360 | 1.2423 |
| 130 | 1,360 | 1.2423 |

BH 3830 pg 0102

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- 3 -

| | | |
|-----|-------|--------|
| 131 | 1,360 | 1.2423 |
| 132 | 1,360 | 1.2423 |
| 133 | 1,360 | 1.2423 |
| 134 | 1,360 | 1.2423 |
| 135 | 1,360 | 1.2423 |
| 136 | 1,360 | 1.2423 |
| 137 | 1,054 | .9628 |
| 138 | 1,360 | 1.2423 |
| 139 | 1,360 | 1.2423 |
| 140 | 1,360 | 1.2423 |
| 141 | 1,360 | 1.2423 |
| 142 | 1,520 | 1.3885 |
| 143 | 1,360 | 1.2423 |
| 144 | 1,360 | 1.2423 |
| 145 | 1,360 | 1.2423 |
| 146 | 1,520 | 1.3885 |
| 147 | 1,520 | 1.3885 |
| 148 | 1,360 | 1.2423 |
| 149 | 1,360 | 1.2423 |
| 150 | 1,360 | 1.2423 |

Total = 109,468

Total = 99.9977 percent

BH 3830P90103
M13000 140103

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THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MEADOWVIEW ESTATES CONDOMINIUM
AND
SECOND AMENDMENT
TO
THE BY-LAWS OF
MEADOWVIEW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

THIS AMENDMENT to the Declaration of Condominium for Meadowview Estates Condominium and the By-Laws of Meadowview Estates Condominium Owners' Association is made this 27th day of October, 1987, by Meadowview Associates, Inc., a New Hampshire corporation ("Declarant").

WHEREAS, Declarant is the owner of a certain tract of land with the improvements heretofore or hereafter constructed thereon, located on Middle Dunstable Road in Nashua, Hillsborough County, New Hampshire, which Declarant is developing as a Condominium known as Meadowview Estates Condominium (the "Condominium");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a Declaration of Condominium for the Condominium which Declaration is known as "Declaration of Condominium For Meadowview Estates Condominium", and is recorded at Book 3508, Page 0468 in the Hillsborough County Registry of Deeds (the "Declaration");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a set of By-Laws for the Condominium which By-Laws are known as "By-Laws of Meadowview Estates Condominium Owners' Association", and are recorded at Book 3508, Page 0521 in the Hillsborough County Registry of Deeds (the "By-Laws");

WHEREAS, Declarant has executed and recorded the "Second Amendment to the Declaration of Condominium for Meadowview Estates Condominium" and is recorded in the Hillsborough County Registry of Deeds at Book 3830, Page 93 (the "Second Amendment"); and

WHEREAS, Declarant desires to amend the Declaration and the By-Laws to provide for Phase IIIA of the development of the Condominium.

NOW WHEREFORE, Declarant declares the following amendments to the Declaration and to the By-Laws:

1. The second paragraph of the Declaration as amended by

8K4466 P50027

the Second Amendment which is found on the first page of the Declaration shall be amended by substituting the phrase "155 separate living Units with parking areas" for the phrase "80 separate living Units with parking areas".

2. Section 2-200 of ARTICLE 2 of the Declaration as amended by the Second Amendment shall be stricken in its entirety and the following language shall be substituted therefor.

"2-200. Description of Buildings. There shall be 27 residential buildings in the Condominium, containing a total of 155 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."

3. Section 18-400 of ARTICLE 18 of the Declaration as amended by the Second Amendment shall be amended by striking the first sentence thereof in its entirety and substituting the following sentence therefor:

" A maximum of 30 Units may be created on the Convertible Land.

4. Exhibit D of the Declaration as amended by the Second Amendment shall be stricken in its entirety and Exhibit D attached hereto and hereby made a part hereof shall be substituted therefor.

5. Exhibit E of the Declaration as amended by the Second Amendment shall be stricken in its entirety and Exhibit E attached hereto and hereby made a part hereof shall be substituted therefor.

6. Exhibit F of the Declaration as amended by the Second Amendment shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.

7. The Table of Percentage Undivided Interest in Common Areas and Percentage Vote in the Association attached to the By-Laws and recorded in Book 3508, Page 0551 of the Hillsborough County Registry of Deeds as amended by the Second Amendment shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.

8. The purpose of this Third Amendment is to effectuate the conversion of 14.568 acres of the Submitted Land which was Withdrawable and Convertible. By virtue of this Amendment said 14.568 acres is now Submitted Land which is not Withdrawable. Said 14.568 acres are shown on the Site Plan recorded herewith as Phase IIIA. 74 Units have been created on this 14.568 acres of land. Limited Common Area, if any, is shown on the Site Plan

BN4466 PG0028

recorded herewith or any of the Floor Plans of the 74 Units created hereby which Units are assigned the following identifying numbers: 200 through 273. Each Unit in the Condominium shall be allocated an undivided percentage interest in the Common Areas and a percentage vote in the Meadowview Estates Condominium Owners' Association in accordance with Exhibit F attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, Meadowview Associates, Inc., by its President, duly authorized, has executed this Third Amendment to the Declaration of Condominium for Meadowview Estates Condominium and Second Amendment to the By-Laws of Meadowview Estates on the day and year first above written.

Susan E. Hansen
Witness

MEADOWVIEW ASSOCIATES, INC.

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 27th day of October, 1987, by John E. Pearson, the President of Meadowview Associates, Inc., a New Hampshire corporation.

Susan E. Hansen
Notary Public
My Commission Expires: 11/9/89

BK4466 PG0029

EXHIBIT D
MEADOWVIEW ESTATES CONDOMINIUM
SUBMITTED LAND
(WHICH IS NOT WITHDRAWABLE)

Three certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, Phases I, II, IIIA being shown on a Plan entitled "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, NH" prepared for Bradgate Associates, Inc., by Allan H. Swanson, Inc. dated 12/23/85 and last revised 8/19/87 (3 sheets) and recorded in the Hillsborough County Registry of Deeds as Plan # _____; said tracts being described as follows:

Phase I

Commencing at the northwesterly corner at a point on the easterly side of Middle Dunstable Road; thence

(1) South 80°52'44" East a distance of 573.99 feet along a stone wall and other land known as Phase II to a point; thence

(2) South 01°15'32" East a distance of 626.85 feet along a stone wall and land of Sky Meadow, Inc. to a point; thence

(3) North 87°46'09" West a distance of 658.94 feet along a stone wall and other land known as Phase V to a point on the easterly side of Middle Dunstable Road; thence

(4) In a generally northerly direction along a curve to the right with a radius of 818.65 feet a distance of 134.71 feet along said road to a point; thence

(5) North 00°38'46" East a distance of 91.31 feet along said road to a point; thence

(6) In a generally northerly direction along a curve to the right with a radius of 757.02 feet a distance of 198.85 feet along the easterly side of said road to a point; thence

(7) North 15°41'46" East a distance of 134.11 feet along said road to a point; thence

(8) Along a curve to the left with a radius of 600.00 feet a distance of 143.19 feet along said road to the point of beginning.

Being 9.631 acres, more or less.

BN4466 P60030

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase II

Commencing at the northwesterly corner at land now or formerly of Daniel F. and Mary A. Donahue on the easterly side of Middle Dunstable Road; thence

(1) South 79°48'22" East a distance of 484.37 feet along said Donahue land to a stone bound; thence

(2) South 06°58'06" East a distance of 156.71 feet along land now or formerly of Margaret A. Reynolds to a drill hold; thence

(3) South 80°22'53" East a distance of 122.75 feet along said Reynolds land and a stone wall to an iron pin; thence

(4) South 78°41'33" East a distance of 256.94 feet along a stone wall and land now or formerly of Walter J. and Carol F. Sargent to a point; thence

(5) South 19°45'36" East a distance of 378.16 feet along land now or formerly of Robert Spacek to a point; thence

(6) South 05°24'45" West a distance of 318.90 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a drill hole; thence

(7) North 80°23'28" West a distance of 555.05 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(8) North 80°52'44" West a distance of 573.99 feet along a stone wall and Phase I to a point on the easterly side of Middle Dunstable Road; thence

(9) In a northerly direction along the easterly side of Middle Dunstable Road along a curve to the left with a radius of 600.00 feet a distance of 13.89 feet to a point; thence

(10) North 00°41'46" East along the easterly side of Middle Dunstable Road a distance of 280.49 feet to a point; thence

(11) In a generally northerly direction along said road on a curve to the right with a radius of 625.00 feet a distance of 152.72 feet to a point; thence

(12) North 14°41'48" East a distance of 265.63 feet along said road to a point; thence

(13) In a generally northeasterly direction along said road around a curve to the right with a radius of 225.00 feet a distance of 107.07 feet to a point; thence

(14) North 41°57'35" East a distance of 8.46 feet along said road to the point of beginning.

Being 18.406 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase IIIA

Commencing at a point on the westerly side of Middle Dunstable Road at land now or formerly of Laura Pagano; thence

(1) In a generally southerly direction along the westerly side of Middle Dunstable Road along a curve to the right with a radius of 550.00 feet a distance of 136.93 feet to a point; thence

(2) South 15°41'46" West a distance of 276.30 feet along said road to a point; thence

(3) In a generally southwesterly direction along a curve to the right with a radius of 225.00 feet a distance of 350.21 feet to a point; thence

(4) North 75°17'21" West a distance of 337.24 feet along the northerly side of Ridge Road to a point; thence

(5) In a generally westerly direction along a curve to the left with a radius of 225.00 feet a distance of 160.92 feet along said Ridge Road to a point; thence

(6) South 63°54'00" West a distance of 191.20 feet along said Ride Road to a point; thence

(7) North 17°07'11" West a distance of 667.61 feet along Phase IIIB to a point; thence

(8) North 88°36'34" East a distance of 1,057 feet, more or less, to a point; thence

(9) South 19°04'14" West a distance of 72.15 feet to a point; thence

BK4466 P60032

(10) South 82°23'57" East a distance of 188.54 feet to the point of beginning.

Being 14.568 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Subject to an access easement as shown on the plan and more particularly described in Book 3369, Page 351.

Subject to a 20 feet public sewer easement as depicted on said plan.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

BK4466 Pg0033

**EXHIBIT E
MEADOWVIEW ESTATES CONDOMINIUM
SUBMITTED LAND
WHICH IS WITHDRAWABLE/CONVERTIBLE**

Two certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, shown on a Plan entitled "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, New Hampshire, Prepared for Bradgate Associates, Inc. by Allan H. Swanson, Inc.", said Plan being dated December 23, 1985 and revised as late as 8/19/87, being Sheet 2 of 3 Sheets, and having been recorded in the Hillsborough County registry of Deeds as Plan # _____; said tracts being more particularly bounded and described as follows:

Phase IIIB:

Commencing on the northerly side of Ridge Road; thence

- (1) In a generally westerly direction along a curve to the left with a radius of 650.00 feet a distance of 127.30 feet along said Ridge Road to a point; thence
- (2) South 52°40'44" West a distance of 333.12 feet along said Ridge Road to a point; thence
- (3) North 37°19'16" West a distance of 202.07 feet to a point; thence
- (4) North 15°54'34" East a distance of 773.62 feet to a point; thence
- (5) North 88°36'34" East a distance of 87 feet, more or less to a point at Phase IIIA; thence
- (6) South 17°07'11" East a distance of 667.61 feet along Phase IIIA to the point of beginning on Ridge Road.

Containing 5.623 acres, more or less.

SUBJECT TO Easement to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342, and Book 2987, Page 774.

SUBJECT TO an access easement as shown on the Plan and more particularly described in Book 3369, Page 351.

SUBJECT TO a 20 foot public sewer easement as depicted on the Plan.

8X4466 P60034

TOGETHER WITH and SUBJECT TO all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase IIIC:

Commencing on the northerly side of Ridge Road at the westerly point of Phase IIIB; thence

(1) South 52°40'44" West a distance of 130.00 feet along Ridge Road to a point; thence

(2) North 37°19'17" West a distance of 104.93 feet to a point; thence

(3) North 15°54'34" East a distance of 162.29 feet to a point; thence

(4) South 37°19'16" East a distance of 202.07 feet to a point of beginning.

Containing 0.458 acre, more or less.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

BK4466 P60035

APPENDIX F

MEADOWVIEW ESTATES CONDOMINIUM - PHASES I, II AND IIIA

Table of Percentage Undivided Interest
in Common Areas and Percentage
Vote in the Association

| <u>Unit Identification</u> | <u>Square Footage of Each Unit</u> | <u>Percent Undivided Interest in Common Area and Percentage Vote in the Associa- tion For Each Unit</u> |
|----------------------------|------------------------------------|---|
| <u>Phase I</u> | | |
| 1 | 1,520 | .7271 |
| 2 | 1,360 | .6506 |
| 3 | 1,360 | .6506 |
| 4 | 1,360 | .6506 |
| 5 | 1,360 | .6506 |
| 6 | 1,360 | .6506 |
| 7 | 1,520 | .7271 |
| 8 | 1,360 | .6506 |
| 9 | 1,360 | .6506 |
| 10 | 1,360 | .6506 |
| 11 | 1,360 | .6506 |
| 12 | 1,360 | .6506 |
| 14 | 1,520 | .7271 |
| 15 | 1,360 | .6506 |
| 16 | 1,360 | .6506 |
| 17 | 1,360 | .6506 |
| 18 | 1,360 | .6506 |
| 19 | 1,054 | .5042 |
| 20 | 1,360 | .6506 |
| 21 | 1,360 | .6506 |
| 22 | 1,360 | .6506 |
| 23 | 1,360 | .6506 |
| 24 | 1,360 | .6506 |
| 25 | 1,360 | .6506 |
| 26 | 1,360 | .6506 |
| 27 | 1,360 | .6506 |
| 28 | 1,360 | .6506 |
| 29 | 1,360 | .6506 |
| 30 | 1,360 | .6506 |
| 31 | 1,360 | .6506 |
| <u>Phase II</u> | | |
| 101 | 1,520 | .7271 |
| 102 | 1,360 | .6506 |
| 103 | 1,360 | .6506 |
| 104 | 1,360 | .6506 |

BK4466 P60036

| | | |
|-----|-------|-------|
| 105 | 1,360 | .6506 |
| 106 | 1,520 | .7271 |
| 107 | 1,360 | .6506 |
| 108 | 1,360 | .6506 |
| 109 | 1,360 | .6506 |
| 110 | 1,360 | .6506 |
| 111 | 1,360 | .6506 |
| 112 | 1,360 | .6506 |
| 113 | 1,360 | .6506 |
| 114 | 1,360 | .6506 |
| 115 | 1,360 | .6506 |
| 116 | 1,360 | .6506 |
| 117 | 1,360 | .6506 |
| 118 | 1,360 | .6506 |
| 119 | 1,360 | .6506 |
| 120 | 1,360 | .6506 |
| 121 | 1,360 | .6506 |
| 122 | 1,360 | .6506 |
| 123 | 1,360 | .6506 |
| 124 | 1,360 | .6506 |
| 125 | 1,360 | .6506 |
| 126 | 1,360 | .6506 |
| 127 | 1,360 | .6506 |
| 128 | 1,360 | .6506 |
| 129 | 1,360 | .6506 |
| 130 | 1,360 | .6506 |
| 131 | 1,360 | .6506 |
| 132 | 1,360 | .6506 |
| 133 | 1,360 | .6506 |
| 134 | 1,360 | .6506 |
| 135 | 1,360 | .6506 |
| 136 | 1,360 | .6506 |
| 137 | 1,054 | .5042 |
| 138 | 1,360 | .6506 |
| 139 | 1,360 | .6506 |
| 140 | 1,360 | .6506 |
| 141 | 1,360 | .6506 |
| 142 | 1,520 | .7271 |
| 143 | 1,360 | .6506 |
| 144 | 1,360 | .6506 |
| 145 | 1,360 | .6506 |
| 146 | 1,520 | .7271 |
| 147 | 1,520 | .7271 |
| 148 | 1,360 | .6506 |
| 149 | 1,360 | .6506 |
| 150 | 1,360 | .6506 |

Phase IIIA

| | | |
|-----|-------|-------|
| 200 | 1,054 | .5042 |
| 201 | 1,360 | .6506 |
| 202 | 1,360 | .6506 |
| 203 | 1,360 | .6506 |

BK4466 PB0037

BK4466 P60038

| | | |
|-----|-------|-------|
| 204 | 1,360 | .6506 |
| 205 | 1,360 | .6506 |
| 206 | 1,360 | .6506 |
| 207 | 1,360 | .6506 |
| 208 | 1,360 | .6506 |
| 209 | 1,360 | .6506 |
| 210 | 1,360 | .6506 |
| 211 | 1,360 | .6506 |
| 212 | 1,360 | .6506 |
| 213 | 1,360 | .6506 |
| 214 | 1,360 | .6506 |
| 215 | 1,360 | .6506 |
| 216 | 1,360 | .6506 |
| 217 | 1,360 | .6506 |
| 218 | 1,360 | .6506 |
| 219 | 1,360 | .6506 |
| 220 | 1,360 | .6506 |
| 221 | 1,360 | .6506 |
| 222 | 1,360 | .6506 |
| 223 | 1,360 | .6506 |
| 224 | 1,054 | .5042 |
| 225 | 1,360 | .6506 |
| 226 | 1,360 | .6506 |
| 227 | 1,360 | .6506 |
| 228 | 1,360 | .6506 |
| 229 | 1,360 | .6506 |
| 230 | 1,360 | .6506 |
| 231 | 1,360 | .6506 |
| 232 | 1,360 | .6506 |
| 233 | 1,360 | .6506 |
| 234 | 1,360 | .6506 |
| 235 | 1,360 | .6506 |
| 236 | 1,360 | .6506 |
| 237 | 1,360 | .6506 |
| 238 | 1,054 | .5042 |
| 239 | 1,360 | .6506 |
| 240 | 1,360 | .6506 |
| 241 | 1,360 | .6506 |
| 242 | 1,360 | .6506 |
| 243 | 1,360 | .6506 |
| 244 | 1,054 | .5042 |
| 245 | 1,360 | .6506 |
| 246 | 1,360 | .6506 |
| 247 | 1,360 | .6506 |
| 248 | 1,360 | .6506 |
| 249 | 1,360 | .6506 |
| 250 | 1,360 | .6506 |
| 251 | 1,360 | .6506 |
| 252 | 1,360 | .6506 |
| 253 | 1,360 | .6506 |
| 254 | 1,360 | .6506 |
| 255 | 1,360 | .6506 |
| 256 | 1,360 | .6506 |

| | | |
|-----------------|---------|----------|
| 257 | 1,360 | .6506 |
| 258 | 1,360 | .6506 |
| 259 | 1,360 | .6506 |
| 260 | 1,360 | .6506 |
| 261 | 1,360 | .6506 |
| 262 | 1,360 | .6506 |
| 263 | 1,360 | .6506 |
| 264 | 1,360 | .6506 |
| 265 | 1,360 | .6506 |
| 266 | 1,360 | .6506 |
| 267 | 1,360 | .6506 |
| 268 | 1,360 | .6506 |
| 269 | 1,360 | .6506 |
| 270 | 1,360 | .6506 |
| 271 | 1,520 | .7271 |
| 272 | 1,360 | .6506 |
| 273 | 1,360 | .6506 |
| Total 155 units | 209,044 | 100.0025 |

84466 P6039

DECLARATION OF RESTRICTIONS, EASEMENTS AND COVENANTS
FOR
MEADOW VIEW ESTATES
BEDFORD, NEW HAMPSHIRE

WHEREAS, DANA EVANS (a/k/a Dana Evans Adams) d/b/a
EVANS ENTERPRISES, has a usual place of business at 575
South Willow Street, Manchester, New Hampshire 03103
(hereinafter referred to as the Developer); and

WHEREAS, the said Developer is the owner of a certain
parcel of land located at Gage Road and Olde English
Road, Bedford, New Hampshire; and

WHEREAS, the said Developer has filed for and received
approval for a 21 lot subdivision of said land from the
Planning Board for Bedford, New Hampshire according to a
subdivision plan entitled:

SUBDIVISION PLAN OF MEADOW VIEW ESTATES
BEDFORD, NEW HAMPSHIRE
HOLDEN ENGINEERING AND SURVEYING, INC.

and that approval was granted on May 9, 1988, and
the approved subdivision plan is recorded with the
Hillsborough County Registry of Deeds as plot plan #22285
on July 12, 1988; and

DK5085 PG0595

WHEREAS, said Dana Evans as the developer, grantor and seller of the individual lots within MEADOW VIEW ESTATES deems it most adviseable, appropriate and necessary to create and impose certain restrictions, easements and covenants thereby allowing for the orderly development, use and enjoyment of the lots and all improvements constructed thereon, while restricting and controlling, minimizing or prohibiting the opportunity for dangerous, hazardous, nuisance, inappropriate or obnoxious activity to occur which would adversely impact both the quality of life and value of the investment.

NOW, THEREFORE, the said Developer establishes and imposes the following restrictions, easements and covenants upon the said approved subdivision entitled MEADOW VIEW ESTATES:

1. Unless otherwise provided for, all of the following restrictions, easements and covenants shall bind all of the land within MEADOW VIEW ESTATES for a period of fifty (50) years from the date of execution hereof, as well as all grantees, their heirs, devisees, transferees, legal representatives and mortgagees, successors and assigns, and others similarly situated, unless modified, amended, revoked or terminated by the said Developer acting in her

discretion individually until only twenty (20%) percent of the individual lots remain unsold, or by not less than eighty (80%) percent of the individual lot owners (including those owned by Developer) thru a written instrument duly executed and recorded in said Registry of Deeds. Each lot shall be entitled to one vote, and one vote only, regardless of the size of said lot or the manner in which the title or control of the lot is held.

2. Unless otherwise provided for, all of the said restrictions, easements and covenants described herein are imposed on, charged on, and run with the land and bind not only the original purchasers of lots in MEADOW VIEW ESTATES, but all of their heirs, devisees, successors and assigns, transferees, legal representatives and mortgagees and all other persons and parties similarly situated who may take a legal or equitable interest therein. Failure to specifically refer to and include or incorporate this Declaration in any deeds and conveyances to lots within MEADOW VIEW ESTATES shall not in any manner affect the validity and effectiveness of this Declaration upon either the subject lot or any other lot specifically referenced by this Declaration.

BM5085 Pg0597

3. Only one single family private residence may be erected or maintained on any one lot, including all lots enlarged or recreated by the joining of lots or the shifting or relocation of lot boundary lines. A detached garage (two car minimum) and other improvements customarily found in a first-class, executive-quality residential subdivision, may be erected and maintained as part of the residence, but at all times subject to the other restrictions herein set forth. The construction of a "carport," as that term is commonly used and understood, is hereby prohibited.

4. Even though a single lot may be subject to further subdivision under the Zoning By Law of the Town of Bedford, New Hampshire absolutely no single lot may be further subdivided within MEADOW VIEW ESTATES with the sole exception of lots V and T. However, until the time of initial sale of a particular lot, the Developer may re-align lot lines of adjoining lots without breaching the prohibition against subdivision or individual lots. In addition, any number of adjoining lots may be purchased and their boundary lines re-aligned, provided, however, that the resulting number of lots is either equal to or less than (but not greater than) the number of lots purchased.

5. No residence, garage, or other structure, improvement or amenity shall be erected, construction or excavation commenced, or even applications for permits or approvals filed, until plans have been submitted to and approved in writing by the Developer, or its successors or assigns, which approval shall not be unreasonably withheld. Said plans to be submitted shall include, but not be limited to, the exterior foot print, sizing and configuration, and color harmony of the primary and all lesser structures together with all landscaping and external decorations and improvements, harmony of external designs (which shall include driveway location) with existing structures located in the area, location with respect to topography and finished grade elevation, and erection of satellite dishes for antenne reception. As part of its review and approval process, the Developer specifically reserves the right to require modifications, additions or deletions in order to reasonably preserve the architectural integrity, individuality and continuity of the area, and enhance the value therein, provided same does not unreasonably increase the cost of the proposed improvements to the lot owner.

6. Once construction is commenced upon either the residence or any improvement, work shall continue on a regular and continuous basis until completed. In no event shall it take longer than one (1) year from the time of commencement to complete construction. Completion shall include (but not be limited) to exterior finishings including exterior landscaping, driveways and other paved areas, and external decorations.

7. No temporary building, shed, trailer, vehicle or structure shall be erected or placed on a lot except during the active phase of construction. For purposes of interpreting this clause, the "active phase of construction" shall be limited to the period of twelve consecutive months from the day work is commenced in clearing of the particular lot for construction of foundations or slab.

8. No earth, stone, stumps, brush or gravel which may be disturbed anywhere on the lot shall be allowed to remain on the lot in an unsightly manner.

9. Once completed, no building or improvement shall be left with an unfinished exterior. The exterior of all buildings and other improvements on each lot shall be kept in a good state of repair and maintenance.

3K5085 PG0600

10. No outside toilets or lavatories shall be permitted. Every residential unit shall have a sewage disposal system which shall comply with the laws and by-laws of both the State of New Hampshire and the Town of Bedford, New Hampshire. No lot owner shall cause or allow sewage or waste of any kind to directly or indirectly flow and create obnoxious odors, or seep or flow onto the land of adjoining owners, or to flow onto or damage any roads, ways, drainage systems or wells.

11. All oil, gas or liquid fuel tanks shall be installed either underground or on a cement base, and shall be esthetically shielded vertically on all sides so as not to be visible from either existing or proposed public ways or other lots.

12. No incinerator shall be erected or maintained by property owners.

13. All garbage and trash containers and bottled gas tanks must be maintained either underground or placed in esthetically attractive and suitable walled or screened areas so that they shall not be visible from either existing or proposed public ways or other lots.

BK5085 P60601

14. All lawns or other suitably landscaped areas shall be regularly maintained in an attractive manner.

15. No gate, wall, screen, or fence or similar improvement erected at a boundary shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property. In addition, the stone walls which either front on an existing proposed public way or serve as a natural boundary or border between lots, shall not be moved, removed, diminished or otherwise altered in any manner without the prior written consent of the Developer.

16. Private swimming pools (inground only) and tennis courts or similar outdoor activities or games, if any, shall be erected and maintained in accordance with the ordinances of the Town of Bedford, New Hampshire; however, even if in compliance, in no event shall they be constructed in the front yard of the lot.

17. No lot or building which may be erected thereon shall be used for any trade, business, profession, commercial activity or other occupation, or any other purposes other than residential and its related activities. The foregoing, however, shall not prevent an owner of a residence from renting said property for residential use

PK5085 PG0602

(but not including a transient facility or rooming house) consistent with the other provisions of this Declaration.

18. An owner may, in his absence, rent his property for residential use subject to the provisions of this Declaration. In such event the lot owner, his/her lessee and their families, assigns and transferees are subject to all of the restrictions, easements and covenants set forth herein whether or not they have actual notice.

19. No mobile home, trailer, or similar vehicle or product which is used as a residence shall be erected, placed or caused to remain upon any lot except as it pertains to the terms of Paragraph 7 hereof.

20. No truck, boat, trailer or commercial vehicle of any type shall be stored on said lots unless stored so as not to be visible from the public way or other lots, and in compliance with the Bedford, New Hampshire Zoning by-law. No truck larger than a "three-quarter ton pick-up" shall be garaged in MEADOW VIEW ESTATES nor shall any commercial vehicle of any size except for a single vehicle used for the private transportation of the owner of the lot.

BK5085 P60603

21. No snow, ice, gravel, loam, compost, leaves, fertilizers, or other mineral waste product or commodity shall be maintained or stored within twenty five (25) feet of lines of adjoining property, or existing or proposed public ways.

22. No overnight tenting is permitted.

23. No unlicensed vehicle or Off Highway Recreational Vehicle, and all Terrain Vehicle (as those terms are commonly defined by the New Hampshire Registry of Motor Vehicles) shall be operated on any lot, existing or proposed public ways, roadway, or right of way in MEADOW VIEW ESTATES.

24. Only one (1) "For Rent" or "For Sale" sign not larger than four square feet may be erected or displayed on the lot or on any structure or improvement on said lot. Without exception, no other signs, displays, including but not limited to commercial and political signs, shall be erected or displayed on the lots, structures or improvements.

BK5085 PG0604

25. No mortgage or other security instrument made in good faith and for value upon any property located in MEADOW VIEW ESTATES shall be defeated or rendered invalid by any breach of this Declaration. In the event of any mortgage foreclosure, this Declaration shall be binding upon the mortgagees as well as any new owner of said lot acquiring through foreclosure, trustees' sale or otherwise.

26. All of the restrictions, easements and covenants described herein are made for the benefit of the Developer, its successors, transferees and assigns, legal representatives and mortgagees, and all other persons and parties similarly situated, as well as for any lot owner in MEADOW VIEW ESTATES, their heirs, devisees, transferees, successors and assigns, legal representatives and mortgagees, and all other persons and parties similarly situated. All persons having an interest in said Declaration have the right to stop, halt or prevent the violation of said Declaration by injunction or other lawful procedure.

BK5085 Pg00605

27. The failure to enforce any breach or violation of this Declaration, however long continued, shall not be deemed laches or a waiver of the right to enforce thereafter the provisions hereof as to similar or any other violations, or as to the same continuing breach or violation.

28. The Developer, its successors, transferees and assigns, legal representatives and mortgagees, and all other persons and parties similarly situated, reserve the right to themselves, their agents, employees, contractors and sub-contractors, to enter and re-enter, cross and recross upon the land covered by this Declaration for the purpose of implementing, carrying out and completing the full and complete development of MEADOW VIEW ESTATES, as well as to abate, remove or correct any breach or violation of this Declaration, and such entry, crossing, activity, abatement, or removal shall not be deemed a trespass, conversion or other actionable wrong.

BK5085 P60606

29. The entirety of MEADOW VIEW ESTATES is subject to the following: Such easements, restrictions and covenants of record, together with orders of condition and approval from the Bedford (New Hampshire) Conservation Commission and Planning Board.

30. For Developer's title reference only please see deeds recorded as follows: Warranty Deed from Alice Melendy to Dana Evans d/b/a Evans Enterprises, recorded at Registry of Deeds Book 3410, Page 143.

31. If any of the provisions provided for herein shall be deemed invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or hold unenforceable any of the remaining provisions described herein, and such remaining provisions shall remain in full force and effect.

BK5085 PG0607

Similarly, where and as provided for herein, in the event the Developer consents to a modification or waiver of the terms provided for herein such modification or waiver shall be applicable in that singular instance only. The determination made in that instance shall in no way invalidate, waive, negate or otherwise modify either that or any of the other terms or conditions hereof either at that time or in the future, all of which shall continue in full force and effect.

AK5085 Pg0608

EXECUTED, under seal this 6th day of Feb., 1989.

DANA EVANS
d/b/a EVANS ENTERPRISES
By Dana Evans

STATE OF NEW HAMPSHIRE

Hillsborough, ss February 6, , 1989

Then personally appeared the above named DANA EVANS
(f/k/a Dana Evans Adams) who swore that the foregoing was
her free act and deed before me.

Dorothy Belanger
Notary Public
My Commission Expires: _____
DOROTHY BELANGER, Justice of the Peace
My Commission Expires July 7, 1991

0K5085 P60609

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS,
EASEMENTS AND COVENANTS FOR
MEADOW VIEW ESTATES
BEDFORD, NEW HAMPSHIRE

The Declaration of Restrictions, Easements and Covenants for Meadow View Estates, Bedford, New Hampshire, dated February 6, 1989, and recorded in the Hillsborough County Registry of Deeds at Book 5085, Page 595, are hereby amended to include the following:

1. These restrictions, easements, and covenants do not, in any way, bar or restrict the construction, storage, or use of a helipad and helicopter on Lot 33-18-20, provided the owner of Lot 33-18-20 obtains all necessary governmental approvals.

IN WITNESS WHEREOF, Dana Evans d/b/a Evans Enterprises currently owning Lots 33-18-1, 33-18-2, 33-18-3, 33-18-4, 33-18-5, 33-18-6, 33-18-7, 33-18-8, 33-18-9, 33-18-10, 33-18-13, 33-18-15, 33-18-16, 33-18-17, 33-18-19, 33-18-20, and 33-18-21, has caused this First Amendment to be executed this 7th day of March, 1990.

Virginia A. Bessy
Witness

Dana Evans
Dana Evans d/b/a Evans
Enterprises

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

On this 7th day of March, 1990, personally appeared before me, Dana Evans d/b/a Evans Enterprises, and acknowledged that she executed the within instrument and that the same is her voluntary act and deed.

Dorothy Belanger
Justice of the Peace/
Notary Public
DOROTHY BELANGER, Justice of the Peace
My Commission Expires July 2, 1991

3418K

BM 5173 P60883

IN WITNESS WHEREOF, William F. Morin, President of
W.F. Morin Construction Co., currently owning Lots 33-18-11 and
33-18-12, has caused this First Amendment to be executed
this 7th day of March, 1990.

Scott M. Kloss
Witness

W.F. MORIN CONSTRUCTION CO.

By: William F. Morin
William F. Morin
Its President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

On this 7th day of March, 1990, personally
appeared before me, William F. Morin, President of W.F.
Morin Construction Co., and acknowledged that he executed the
within instrument and that the same is his voluntary act and
deed.

Dorothy Belanger
Justice of the Peace
Notary Public

3418K/4

DOROTHY BELANGER, Justice of the Peace
My Commission Expires July 7, 1991

BK 5173 PG 0884

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS,
EASEMENTS AND COVENANTS FOR
MEADOW VIEW ESTATES
BEDFORD, NEW HAMPSHIRE

The Declaration of Restrictions, Easements and Covenants for Meadow View Estates, Bedford, New Hampshire, dated February 6, 1989, and recorded in the Hillsborough County Registry of Deeds at Book 5085, Page 595, as amended, shall be amended to include the following:

1. For Lots in excess of 10 acres located in Meadow View Estates, Covenant No. 20 shall read as follows: No truck, boat, trailer or commercial vehicle of any type shall be stored on said lots unless stored so as not to be visible from the public way or other lots, and in compliance with the Bedford, New Hampshire Zoning by-law.

2. For Lots in excess of 10 acres located in Meadow View Estates, Covenant No. 23 shall read as follows: No unlicensed vehicle or Off Highway Recreational Vehicle, and All Terrain Vehicle (as those terms are commonly defined by the New Hampshire Registry of Motor Vehicles) shall be operated on any lot, existing or proposed public ways, roadway, or right of way in MEADOW VIEW ESTATES, except by the persons residing on the lot.

IN WITNESS WHEREOF, Dana Evans d/b/a Evans Enterprises currently owning Lots 33-18-1, 33-18-2, 33-18-3, 33-18-4, 33-18-5, 33-18-6, 33-18-7, 33-18-8, 33-18-9, 33-18-10, 33-18-13, 33-18-15, 33-18-16, 33-18-17, 33-18-19, and 33-18-21, has caused this Second Amendment to be executed this 16 day of MARCH, 1990.

Virginia O'Brien
Witness

Dana Evans
Dana Evans d/b/a Evans
Enterprises

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

On this 16th day of March, 1990, personally appeared before me, Dana Evans d/b/a Evans Enterprises, and acknowledged that she executed the within instrument and that the same is her voluntary act and deed.

Dorothy Belanger
Justice of the Peace
Notary Public

3436K

DOROTHY BELANGER, Justice of the Peace
My Commission Expires July 7, 1991

BK 5176 Pg 1696

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MEADOWVIEW ESTATES CONDOMINIUM
AND
THIRD AMENDMENT
TO
THE BY-LAWS OF
MEADOWVIEW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

THIS AMENDMENT to the Declaration of Condominium for Meadowview Estates Condominium and the By-Laws of Meadowview Estates Condominium Owners' Association is made this 16th day of February, 1989, by Meadowview Associates, Inc., a New Hampshire corporation ("Declarant").

WHEREAS, Declarant is the owner of a certain tract of land with the improvements heretofore or hereafter constructed thereon, located on Middle Dunstable Road in Nashua, Hillsborough County, New Hampshire, which Declarant is developing as a Condominium known as Meadowview Estates Condominium (the "Condominium");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a Declaration of Condominium for the Condominium which Declaration is known as "Declaration of Condominium For Meadowview Estates Condominium", and is recorded at Book 3508, Page 0468 in the Hillsborough County Registry of Deeds (the "Declaration");

WHEREAS, Declarant has executed and recorded in the Hillsborough County Registry of Deeds a set of By-Laws for the Condominium which By-Laws are known as "By-Laws of Meadowview Estates Condominium Owners' Association", and are recorded at Book 3508, Page 0521 in the Hillsborough County Registry of Deeds (the "By-Laws");

WHEREAS, Declarant has executed and recorded the "Second Amendment to the Declaration of Condominium for Meadowview Estates Condominium" which is recorded in the Hillsborough County Registry of Deeds at Book 3830, Page 93 (the "Second Amendment");

WHEREAS, Declarant has executed and recorded the "Third Amendment to the Declaration of Condominium for Meadowview Estates Condominium" which is recorded in the Hillsborough County Registry of Deeds at Book 4466, Page 27 (the "Third Amendment");

WHEREAS, Declarant desires to amend the Declaration and the By-Laws to provide for Phase IIIB of the development of the Condominium; and

EX 509 | PG 1598

WHEREAS, the Declarant desires to amend the Declaration and the By-laws to withdraw Phase IIIC from the development of the Condominium; and

WHEREAS, the Declarant desires to amend the Declaration and the By-laws to remove Phase IV from the additional land to which the Condominium may expand;

NOW WHEREFORE, Declarant declares the following amendments to the Declaration and to the By-Laws:

1. The second paragraph of the Declaration as amended by the Third Amendment which is found on the first page of the Declaration shall be amended by substituting the phrase "184 separate living Units with parking areas" for the phrase "154 separate living Units with parking areas".

2. Section 2-200 of ARTICLE 2 of the Declaration as amended by the Third Amendment shall be stricken in its entirety and the following language shall be substituted therefor.

"2-200. Description of Buildings. There shall be 32 residential buildings in the Condominium, containing a total of 184 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."

3. Section 18-400 of ARTICLE 18 of the Declaration as amended by the Third Amendment shall be stricken in its entirety, as there is no longer any convertible land within the condominium.

4. Exhibit B of the Declaration shall be stricken in its entirety and Exhibit B attached hereto and hereby made a part hereof shall be substituted therefor.

5. Exhibit D of the Declaration as amended by the Third Amendment shall be stricken in its entirety and Exhibit D attached hereto and hereby made a part hereof shall be substituted therefor.

6. Exhibit E of the Declaration as amended by the Third Amendment shall be stricken in its entirety, as there is no longer any submitted land which is withdrawable.

7. Exhibit F of the Declaration as amended by the Third Amendment shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.

RM 5091 PG 1593


8. The Table of Percentage Undivided Interest in Common Areas and Percentage Vote in the Association attached to the By-Laws and recorded in Book 3508, Page 0551 of the Hillsborough County Registry of Deeds as amended by the Third Amendment shall be stricken in its entirety and Exhibit F attached hereto and hereby made a part hereof shall be substituted therefor.


9. The purpose of this Fourth Amendment is to effectuate:

1. The conversion of 5.623 acres of the Submitted Land which was Withdrawable and Convertible. By virtue of this Amendment said 5.623 acres is now Submitted Land which is not Withdrawable. Said 5.623 acres are shown on the Site Plan recorded herewith as Phase IIIB. 30 Units have been created on this 5.623 acres of land. Limited Common Area, if any, is shown on the Site Plan recorded herewith or any of the Floor Plans of the 30 Units created hereby which Units are assigned the following identifying numbers: 274 through 303. Each Unit in the Condominium shall be allocated an undivided percentage interest in the Common Areas and a percentage vote in the Meadowview Estates Condominium Owners' Association in accordance with Exhibit F attached hereto and hereby made a part hereof;
2. The withdrawal of Phase IIIC of the submitted land which was withdrawable and convertible, consisting of 0.458 acres; and
3. The restatement of additional land, to remove reference to Phase IV, consisting of 18.7 acres, which is now no longer additional land to which the Condominium may expand.

IN WITNESS WHEREOF, Meadowview Associates, Inc., by its President, duly authorized, has executed this Fourth Amendment to the Declaration of Condominium for Meadowview Estates Condominium and Third Amendment to the By-Laws of Meadowview Estates on the day and year first above written.

MEADOWVIEW ASSOCIATES, INC.

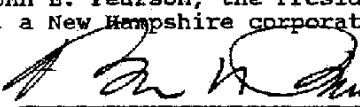

Witness

By: 
John Pearson, Its President
Duly Authorized

OK 5091 Pg 1600

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 16th
day of February, 1989, by John E. Pearson, the President of
Meadowview Associates, Inc., a New Hampshire corporation.


Justice of the Peace/Notary Public

My commission expires: _____

BERNARD N. PLANTE, Justice of the Peace
My Commission Expires June 10, 1992

[54]826.aa7

BK 5091 PG 1601

-4-

G-10

EXHIBIT B

MEADOWVIEW ESTATES CONDOMINIUM

Additional Land

A certain tract of land situate in Nashua, Hillsborough County, New Hampshire, more particularly shown as Phase V on a plan entitled, "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, New Hampshire," prepared for Bradgate Associates, Inc. by Allan H. Swanson, Inc., dated December 23, 1985, and last revised March 28, 1988 (3 sheets) and recorded in the Hillsborough County Registry of Deeds as Plan # 19210; said tract being described as follows:

Phase V

Being two separate subparcels being more particularly described as follows:

(Subparcel 10)

Commencing at a point on the easterly side of Middle Dunstable Road at the northwesterly corner of Phase V; thence

(1) South 87°46'09" East a distance of 658.94 feet along a stone wall and Phase I to a point; thence

(2) South 87°33'48" East a distance of 217.30 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(3) South 89°21'20" East a distance of 202.66 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(4) South 00°38'40" West a distance of 230.08 feet to a point; thence

(5) South 64°22'67" West a distance of 390.31 feet to a point; thence

(6) In a generally westerly direction along a curve to the left with a radius of 200.00 feet a distance of 277.25 feet to a point; thence

(7) In a generally westerly direction along a curve to the right with a radius of 775.00 feet a distance of 192.75 feet to a point; thence

BK 5091 Pg 1602

(8) In a generally westerly direction along a curve to the left with a radius of 825.00 feet a distance of 205.18 feet to a point; thence

(9) In a generally westerly direction along a curve to the right with a radius of 25.00 feet a distance of 18.60 feet to the easterly side of Middle Dunstable Road; thence

(10) North 12°03'22" West a distance of 343.59 feet along said road to a point; thence

(11) In a generally northerly direction along said road on a curve to the right with a radius of 818.65 feet a distance of 46.78 feet to the point of beginning.

Being 7.926 acres, more or less.

(Subparcel 2415)

Commencing at a point on the easterly side of Middle Dunstable Road at the northwest corner of said subparcel 2415; thence

(1) In a generally easterly direction along a curve to the left with a radius of 25.00 feet a distance of 18.60 feet to a point; thence

(2) In a generally easterly direction along a curve to the right with a radius of 825.00 feet a distance of 192.75 feet to a point; thence

(3) In a generally easterly direction along a curve to the left with a radius of 775.00 feet a distance of 192.75 feet to a point; thence

(4) In a generally easterly direction along a curve to the right with a radius of 200.00 feet a distance of 277.25 feet to a point; thence

(5) North 64°22'56" East a distance of 390.31 feet to a point; thence

(6) South 00°38'40" West a distance of 460.09 feet to a point; thence

(7) South 18°49'29" West a distance of 397.89 feet along Sky Meadow, Inc. land to a point; thence

(8) North 87°23'41" West a distance of 513.96 feet along said Sky Meadow, Inc. land to a point; thence

BK 5091 PG 1603

(9) North 05°32'28" West a distance of 326.24 feet along land now or formerly of John W., Jr. and Irene F. Stewart to a point; thence

(10) North 85°03'12" East a distance of 127.00 feet along a stone wall to a drill hole, said course running along land now or formerly of Robert Massad; thence

(11) North 05°41'28" West along a stone wall a distance of 169.03 feet to an iron pin; thence

(12) South 83°14'37" West a distance of 378.21 feet to a point; thence

(13) North 12°03'22" West along the easterly side of Middle Dunstable Road a distance of 244.56 feet to the point of beginning.

Being 12.051 acres, more or less.

Each of the above subparcels are conveyed together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342, Book 2987, Page 774.

[54]826.ab3

BK 5091 Pg 1604

K-3

EXHIBIT D
MEADOWVIEW ESTATES CONDOMINIUM
SUBMITTED LAND
(WHICH IS NOT WITHDRAWABLE)

Four certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, Phases I, II, IIIA and IIIB being shown on a Plan entitled "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, NH" prepared for Bradgate Associates, Inc., by Allan H. Swanson, Inc., dated 12/23/85 and last revised 3/28/88 (3 sheets) and recorded in the Hillsborough County Registry of Deeds as Plan #19210; said tracts being described as follows:

Phase I

Commencing at the northwesterly corner at a point on the easterly side of Middle Dunstable Road; thence

- (1) South 80°54'44" East a distance of 573.99 feet along a stone wall and other land known as Phase II to a point; thence
- (2) South 01°15'32" East a distance of 626.85 feet along a stone wall and land of Sky Meadow, Inc. to a point; thence
- (3) North 87°46'09" West a distance of 658.94 feet along a stone wall and other land known as Phase V to a point on the easterly side of Middle Dunstable Road; thence
- (4) In a generally northerly direction along a curve to the right with a radius of 818.65 feet a distance of 134.71 feet along said road to a point; thence
- (5) North 00°38'46" East a distance of 91.31 feet along said road to a point; thence
- (6) In a generally northerly direction along a curve to the right with a radius of 757.02 feet a distance of 198.85 feet along the easterly side of said road to a point; thence
- (7) North 15°41'46" East a distance of 134.11 feet along said road to a point; thence
- (8) Along a curve to the left with a radius of 600.00 feet a distance of 143.19 feet along said road to the point of beginning.

BK 5091 Pg 1605

Being 9.631 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase II

Commencing at the northwesterly corner at land now or formerly of Daniel F. and Mary A. Donahue on the easterly side of Middle Dunstable Road; thence

- (1) South 79°48'22" East a distance of 484.37 feet along said Donahue land to a stone bound; thence
- (2) South 06°58'06" East a distance of 156.71 feet along land now or formerly of Margaret A. Reynolds to a drill hold; thence
- (3) South 80°22'53" East a distance of 122.75 feet along said Reynolds land and a stone wall to an iron pin; thence
- (4) South 78°41'33" East a distance of 256.94 feet along a stone wall and land now or formerly of Walter J. and Carol F. Sargent to a point; thence
- (5) South 19°45'36" East a distance of 378.16 feet along land now or formerly of Robert Spacek to a point; thence
- (6) South 05°24'45" West a distance of 318.90 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a drill hold; thence
- (7) North 80°23'28" West a distance of 555.05 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence
- (8) North 80°52'44" West a distance of 573.99 feet along a stone wall and Phase I to a point on the easterly side of Middle Dunstable Road; thence
- (9) In a northerly direction along the easterly side of Middle Dunstable Road along a curve to the left with a radius of 600.00 feet a distance of 13.89 feet to a point; thence
- (10) North 00°41'46" East along the easterly side of Middle Dunstable Road a distance of 280.49 feet to a point; thence

EX 5091 PG 1606

(11) In a generally northerly direction along said road on a curve to the right with a radius of 625.00 feet a distance of 152.72 feet to a point; thence

(12) North 14°41'48" East a distance of 265.63 feet along said road to a point; thence

(13) In a generally northeasterly direction along said road around a curve to the right with a radius of 225.00 feet a distance of 107.07 feet to a point; thence

(14) North 41°57'35" East a distance of 8.46 feet along said road to the point of beginning.

Being 18.406 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase IIIA

Commencing at a point on the westerly side of Middle Dunstable Road at land now or formerly of Laura Pagano; thence

(1) In a generally southerly direction along the westerly side of Middle Dunstable Road along a curve to the right with a radius of 550.00 feet a distance of 136.93 feet to a point; thence

(2) South 15°41'46" West a distance of 276.30 feet along said road to a point; thence

(3) In a generally southwesterly direction along a curve to the right with a radius of 225.00 feet a distance of 350.21 feet to a point; thence

(4) North 75°17'21" West a distance of 337.24 feet along the northerly side of Ridge Road to a point; thence

(5) In a generally westerly direction along a curve to the left with a radius of 225.00 feet a distance of 160.92 feet along said Ridge Road to a point; thence

(6) South 63°54'00" West a distance of 191.20 feet along said Ridge Road to a point; thence

(7) North 17°07'11" West a distance of 667.61 feet along Phase IIIB to a point; thence

BR 5091 Pg 1607

(8) North 88°36'34" East a distance of 1,057 feet, more or less, to a point; thence

(9) South 19°04'14" West a distance of 72.15 feet to a point; thence

(10) South 82°23'57" East a distance of 188.54 feet to the point of beginning.

Being 14.568 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and book 2987, Page 774.

Subject to an access easement as shown on the plan and more particularly described in Book 3369, Page 351.

Subject to a 20 feet public sewer easement as depicted on said plan.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase IIIB:

Commencing on the northerly side of Ridge Road; thence

(1) In a generally westerly direction along a curve to the left with a radius of 650.00 feet a distance of 127.30 feet along said Ridge Road to a point; thence

(2) South 52°40'44" West a distance of 333.12 feet along said Ridge Road to a point; thence

(3) North 37°19'16" West a distance of 202.07 feet to a point; thence

(4) North 15°54'34" East a distance of 773.62 feet to a point; thence

(5) North 88°36'34" East a distance of 87 feet, more or less to a point at Phase IIIA; thence

(6) South 17°07'11" East a distance of 667.61 feet along Phase IIIA to the point of beginning on Ridge Road.

Containing 5.623 acres, more or less.

SUBJECT TO Easement to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342, and Book 2987, Page 774.

OK 5091 Pg 1608

SUBJECT TO an access easement as shown on the Plan and more particularly described in Book 3369, Page 351.

SUBJECT TO a 20 foot public sewer easement as depicted on the Plan.

TOGETHER WITH and SUBJECT TO all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

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EXHIBIT F

MEADOWVIEW ESTATES CONDOMINIUM - PHASES I, II, IIIA & IIIB

Table of Percentage Undivided Interest
in Common Areas and Percentage
Vote in the Association

| Unit Identification | Square Footage of Each Unit | Percent Undivided Interest in Common Area and Percentage Vote in the Association for Each Unit |
|------------------------|--------------------------------|--|
| ----- | | |
| PHASE I | | |
| 1 | 2040 | 0.58867 |
| 2 | 2218 | 0.64003 |
| 3 | 2218 | 0.64003 |
| 4 | 2218 | 0.64003 |
| 5 | 2218 | 0.64003 |
| 6 | 2259 | 0.65186 |
| 7 | 2040 | 0.58867 |
| 8 | 1889 | 0.54510 |
| 9 | 1889 | 0.54510 |
| 10 | 1889 | 0.54510 |
| 11 | 1889 | 0.54510 |
| 12 | 1962 | 0.56616 |
| 14 | 1238 | 0.35724 |
| 15 | 1264 | 0.36474 |
| 16 | 1264 | 0.36474 |
| 17 | 1593 | 0.45968 |
| 18 | 1593 | 0.45968 |
| 19 | 1007 | 0.29058 |
| 20 | 2224 | 0.64176 |
| 21 | 2218 | 0.64003 |
| 22 | 2218 | 0.64003 |
| 23 | 2218 | 0.64003 |
| 24 | 1889 | 0.54510 |
| 25 | 2224 | 0.64176 |
| 26 | 1890 | 0.54538 |
| 27 | 1889 | 0.54510 |
| 28 | 1889 | 0.54510 |
| 29 | 1889 | 0.54510 |
| 30 | 2218 | 0.64003 |
| 31 | 2224 | 0.64176 |
| PHASE II | | |
| 101 | 2040 | 0.58867 |
| 102 | 2200 | 0.63484 |
| 103 | 2200 | 0.63484 |
| 104 | 2200 | 0.63484 |
| 105 | 1877 | 0.54163 |
| 106 | 1940 | 0.55981 |
| 107 | 1273 | 0.36734 |

BK 5091 Pg 1610

| | | |
|-----|------|---------|
| 108 | 1575 | 0.45449 |
| 109 | 1575 | 0.45449 |
| 110 | 1252 | 0.36128 |
| 111 | 1273 | 0.36734 |
| 112 | 2221 | 0.64090 |
| 113 | 2200 | 0.63484 |
| 114 | 2200 | 0.63484 |
| 115 | 2200 | 0.63484 |
| 116 | 2200 | 0.63484 |
| 117 | 2221 | 0.64090 |
| 118 | 1598 | 0.46112 |
| 119 | 1575 | 0.45449 |
| 120 | 1575 | 0.45449 |
| 121 | 1575 | 0.45449 |
| 122 | 1598 | 0.46112 |
| 123 | 2221 | 0.64090 |
| 124 | 2200 | 0.63484 |
| 125 | 1862 | 0.53730 |
| 126 | 2191 | 0.63224 |
| 127 | 2200 | 0.63484 |
| 128 | 2040 | 0.58867 |
| 129 | 2221 | 0.64090 |
| 130 | 2200 | 0.63484 |
| 131 | 2200 | 0.63484 |
| 132 | 2200 | 0.63484 |
| 133 | 2200 | 0.63464 |
| 134 | 2200 | 0.63484 |
| 135 | 2200 | 0.63484 |
| 136 | 2221 | 0.64090 |
| 137 | 1940 | 0.55981 |
| 138 | 2200 | 0.63484 |
| 139 | 2200 | 0.63484 |
| 140 | 2200 | 0.63484 |
| 141 | 2200 | 0.63484 |
| 142 | 2040 | 0.58867 |
| 143 | 1598 | 0.46112 |
| 144 | 1575 | 0.45449 |
| 145 | 1575 | 0.45449 |
| 146 | 1238 | 0.35724 |
| 147 | 1238 | 0.35724 |
| 148 | 1575 | 0.45449 |
| 149 | 1575 | 0.45449 |
| 150 | 1598 | 0.46112 |

PHASE III/A

| | | |
|-----|------|---------|
| 200 | 2365 | 0.68245 |
| 201 | 2200 | 0.63484 |
| 202 | 2200 | 0.63464 |
| 203 | 2200 | 0.63484 |
| 204 | 2200 | 0.63484 |
| 205 | 2445 | 0.70554 |

| | | |
|-----|------|---------|
| 206 | 2189 | 0.63166 |
| 207 | 2200 | 0.63484 |
| 208 | 2200 | 0.63464 |
| 209 | 2200 | 0.63484 |
| 210 | 2200 | 0.63484 |
| 211 | 2189 | 0.63166 |
| 212 | 2189 | 0.63166 |
| 213 | 2200 | 0.63484 |
| 214 | 2200 | 0.63484 |
| 215 | 2200 | 0.63484 |
| 216 | 2200 | 0.63484 |
| 217 | 2189 | 0.63166 |
| 218 | 2189 | 0.63166 |
| 219 | 2200 | 0.63484 |
| 220 | 2200 | 0.63484 |
| 221 | 2200 | 0.63484 |
| 222 | 2200 | 0.63484 |
| 223 | 2189 | 0.63166 |
| 224 | 2365 | 0.68245 |
| 225 | 2200 | 0.63484 |
| 226 | 2200 | 0.63484 |
| 227 | 2200 | 0.63484 |
| 228 | 2200 | 0.63484 |
| 229 | 2445 | 0.70554 |
| 230 | 1583 | 0.45679 |
| 231 | 1575 | 0.45449 |
| 232 | 1575 | 0.45449 |
| 233 | 1598 | 0.46112 |
| 234 | 1598 | 0.46112 |
| 235 | 1252 | 0.36128 |
| 236 | 1575 | 0.45449 |
| 237 | 1583 | 0.45679 |
| 238 | 1961 | 0.56587 |
| 239 | 1972 | 0.56905 |
| 240 | 1972 | 0.56905 |
| 241 | 1972 | 0.56905 |
| 242 | 1972 | 0.56905 |
| 243 | 2038 | 0.58809 |
| 244 | 1961 | 0.56587 |
| 245 | 1972 | 0.56905 |
| 246 | 1680 | 0.48479 |
| 247 | 1972 | 0.56905 |
| 248 | 1972 | 0.56905 |
| 249 | 2038 | 0.58809 |
| 250 | 1422 | 0.41034 |
| 251 | 1422 | 0.41034 |
| 252 | 1130 | 0.32608 |
| 253 | 1130 | 0.32608 |
| 254 | 1422 | 0.41034 |
| 255 | 1422 | 0.41034 |
| 256 | 1422 | 0.41034 |

| | | |
|-------------|--------|---------|
| 257 | 1422 | 0.41034 |
| 258 | 1422 | 0.41034 |
| 259 | 1422 | 0.41034 |
| 260 | 1422 | 0.41034 |
| 261 | 1422 | 0.41034 |
| 262 | 1669 | 0.48161 |
| 263 | 1972 | 0.56905 |
| 264 | 1680 | 0.48479 |
| 265 | 1972 | 0.56905 |
| 266 | 1680 | 0.48479 |
| 267 | 1961 | 0.56587 |
| 268 | 2038 | 0.58809 |
| 269 | 1972 | 0.56905 |
| 270 | 1961 | 0.56587 |
| 271 | 1950 | 0.56270 |
| 272 | 1972 | 0.56905 |
| 273 | 1961 | 0.56587 |
| PHASE III/B | | |
| 274 | 1422 | 0.41034 |
| 275 | 1422 | 0.41034 |
| 276 | 1422 | 0.41034 |
| 277 | 1422 | 0.41034 |
| 278 | 1422 | 0.41034 |
| 279 | 1130 | 0.32608 |
| 280 | 2038 | 0.58809 |
| 281 | 1972 | 0.56905 |
| 282 | 1972 | 0.56905 |
| 283 | 1680 | 0.48479 |
| 284 | 1972 | 0.56905 |
| 285 | 1680 | 0.48479 |
| 286 | 2038 | 0.58809 |
| 287 | 1972 | 0.56905 |
| 288 | 1972 | 0.56905 |
| 289 | 1972 | 0.56905 |
| 290 | 1680 | 0.48479 |
| 291 | 1972 | 0.56905 |
| 292 | 1180 | 0.34050 |
| 293 | 1422 | 0.41034 |
| 294 | 1422 | 0.41034 |
| 295 | 1422 | 0.41034 |
| 296 | 1422 | 0.41034 |
| 297 | 1422 | 0.41034 |
| 298 | 1972 | 0.56905 |
| 299 | 1972 | 0.56905 |
| 300 | 1972 | 0.56905 |
| 301 | 1972 | 0.56905 |
| 302 | 1972 | 0.56905 |
| 303 | 2038 | 0.58809 |
| ----- | | |
| TOTALS | 346545 | 100.00 |

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69
Mark Connelly

Doc # 1119601 Apr 25, 2011 1:13 PM
Book 8312 Page 0217 Page 1 of 1
Register of Deeds, Hillsborough County
Carmela D. Coughlin

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
Stillwater Drive
Nashua, NH
April, 2011

**AMENDMENTS TO
VEHICLE AND PARKING RESIDENCY REGULATIONS**

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

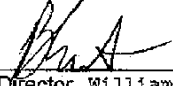
WHEREAS: Rule 14 requires 66 2/3rds of all owners to vote for any amendment to the Rules and

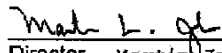
WHEREAS: Parking Rule 13 recorded at Book 7999 Page 487 and Book 8048 Page 2332, did not receive the necessary approval of the unit owners.

NOW THEREFORE: The Board of Directors hereby states that Parking Rule 13 as originally contained in the Residency Regulations recorded at Book 3508, Page 554 shall be considered in effect.


Adopted by the Board of Directors 4/20/2011.

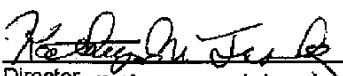
Effective as of the date recorded in the Hillsborough County Registry of Deeds.


Director William Evert - Meadowview
Estates Condo


Director Martin Jack - Meadowview Estates
Condo


Director Kathleen Bradley - Meadowview
Estates Condo


Director Elizabeth Kuziner - Meadowview
Estates Condo


Director Kathryn M. Fisher - Meadowview
Estates Condo


Director William Mercier - Meadowview
Estates Condo

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Barry D. Heller
Harvard Management Solutions
P.O. Box 2019
Merrimack, NH 03054

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**MEMORANDUM OF FILING FOR
ASSOCIATION AMENDMENT TO DECLARATION**

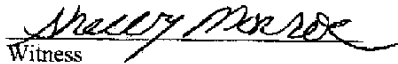
NOW COMES Barry D. Heller, duly authorized agent of the Meadowview Estates Condominium Association, Nashua, New Hampshire, in accordance with the Meadowview Estates bylaws, Article XI and Article 9-300 of the Declaration, and New Hampshire RSA 356-B:34, and states the following:

The Bylaws of the Meadowview Estates Condominium Association is hereby amended according to the following 3 pages.

Witness my hand this 10th day of July, 2003.



Barry D. Heller
duly authorized Agent of
Meadowview Estates Condominium Association


Witness

PK6987PG2796

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
AMENDMENT TO BYLAWS
Nashua, New Hampshire
June 21, 2003**

AMENDMENTS TO THE BYLAWS

The following paragraph of the Bylaws of the Meadowview Estates Condominium Association as recorded in the Hillsborough County Registry of Deeds at Book 3508, Page 521 are hereby amended as follows:

**Article III
MEETINGS OF THE ASSOCIATION**

Delete the existing Section 2 and replace as follows:

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by regular first class United States Mail, postage pre-paid, to all Unit 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.

BK 6987 PG 2797

Delete the existing Section 4 and replace as follows:

4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instrument at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held at a date, time and place as the Directors may determine and notice of such meeting shall be provided to all Unit Owners pursuant to paragraph 2 above.

End of Amendment to Bylaws

Executed this 10 day of July, 2003

William D. Gwart
President: William Evarts

Kenneth A. Morey
Treasurer: Ken Morey

State of New Hampshire
County of Merrimack

Personally appeared before me: William Evarts and Ken Morey, duly elected officers of the Meadowview Estates Condominium Association, and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Dated:

Constance C. Roberts
Notary Public

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

BK6987PG2798

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
CERTIFICATION OF VOTE**

On June 21, 2003, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Annual Meeting of the Meadowview Estates Condominium Association was held at the clubhouse on the property in Nashua, New Hampshire. The purpose of the meeting was to conduct the annual meeting and to consider amendments to the Condominium Bylaws proposed to the membership pursuant to Article 9-200 of the Declaration.

The total number of units is 184. The number of owners present at the meeting either in person or by proxy was 142. This constituted a quorum for the meeting, and for amendment of the documents. Said number being sufficient for amending the condominium instruments pursuant to RSA 356-B:34 and the Declaration of the Association. The following votes were taken and recorded:

1. To approve, agree, adopt and amend Article III, Section 2 of the Bylaws as provided in the attached amendment:

Voting in favor of the amendment - 141 units (76.2%)

Voting against the amendment - 1 unit (0.6%)

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

2. To approve, agree, adopt and amend Article III, Section 4 of the Bylaws as provided in the attached amendment:

Voting in favor of the amendment - 137 units (74.0%)

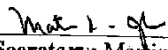
Voting against the amendment - 5 units (2.8%)

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

End of amendment votes.

I, Martin Jack, the Secretary of the Association hereby certify that the meeting held on June 21, 2003, in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendments were voted and approved, and these amendments do not affect the rights any first mortgage holders. The above vote was taken and available for inspection upon request.

Dated: 08 July 2003


Secretary: Martin Jack

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: (603) 429-2019

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Barry D. Heller
Harvard Management Solutions
P.O. Box 2019
Merrimack, NH 03054

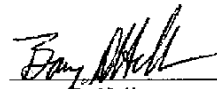
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**MEMORANDUM OF FILING FOR
ASSOCIATION AMENDMENT TO DECLARATION**

NOW COMES Barry D. Heller, duly authorized agent of the Meadowview Estates Condominium Association, Nashua, New Hampshire, in accordance with the Meadowview Estates bylaws, Article XI and Article 9-300 of the Declaration, and New Hampshire RSA 356-B:34, and states the following:

The Bylaws of the Meadowview Estates Condominium Association is hereby amended according to the following 3 pages.

Witness my hand this 6th day of April, 2005.



Barry D. Heller
duly authorized Agent of
Meadowview Estates Condominium Association



Witness

BK 7438 PG 1296

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
AMENDMENT TO BYLAWS
Nashua, New Hampshire
March 23, 2003**

AMENDMENTS TO THE BYLAWS

The following paragraph of the Bylaws of the Meadowview Estates Condominium Association as recorded in the Hillsborough County Registry of Deeds at Book 3508, Page 532 is hereby amended as follows:

**Article VII
OPERATION OF THE PROPERTY**

Delete the existing Section 1 (c) and replace as follows:

- (c) Initial Assessment. Upon the transfer or sale of any unit at the Condominium the buyer of said unit will be assessed the sum equal to two (2) months current condominium fees as a contribution to the capital of the association and/or an operating reserve. This assessment is to be collected at closing by the selling or conveying party or his agent and is to be delivered to the Unit Owners' Association or its agent within 5 days of recording of the unit deed.

End of Amendment to Bylaws

BK 7438 Pg 1297

Executed this 5th day of April, 2005

William D. Evarts
President: William Evarts

Ken Morey
Treasurer: Ken Morey

State of New Hampshire
County of Hillsborough

Personally appeared before me: William Evarts and Ken Morey, duly elected officers of the Meadowview Estates Condominium Association, and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Dated:

Constance C. Roberts
Notary Public

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

DK7438PG1298

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
CERTIFICATION OF VOTE**

On March 23, 2005, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Annual Meeting of the Meadowview Estates Condominium Association was held at the clubhouse on the property in Nashua, New Hampshire. The purpose of the meeting was to conduct the annual meeting and to consider an amendment to the Condominium Bylaws proposed to the membership pursuant to Article 9-200 of the Declaration.

The total number of units is 184. The number of owners present at the meeting either in person or by proxy was 146, representing 79.81% of the voting power for the Association. This constituted a quorum for the meeting, and for amendment of the documents. Said number being sufficient for amending the condominium instruments pursuant to RSA 356-B:34 and the Declaration of the Association. The following votes were taken and recorded:

1. To approve, agree, adopt an amended Article VII, Section 1(e) of the Bylaws as provided in the attached amendment:

| | | |
|----------------------------------|-------------|----------|
| Voting in favor of the amendment | - 134 units | (73.44%) |
| Voting against the amendment | - 9 units | (4.69%) |
| Abstaining from voting | - 3 units | (1.68%) |

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

End of amendment votes.

I, Barbara Chenevert, the Secretary of the Association hereby certify that the meeting held on March 23, 2005, in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendment was voted and approved, and this amendment does not affect the rights of any first mortgage holders. The above vote was taken and available for inspection upon request.

Dated:


Secretary: Barbara Chenevert

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: (603) 429-2019

BK 7438PG1299

Camela D. Caughlin

#069

MARK CONNELLY

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION

Stillwater Drive
Nashua, NH
June, 2011

AMENDMENT TO RULE 14

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

WHEREAS: Rule 14 requires 66 2/3rds of all owners to vote for any amendment to the Rules, and the amendment to this rule recorded at Book 8048 Page 2334 did not receive the necessary approval of the unit owners and is void.

NOW THEREFORE: The Board of Directors hereby states that Rule 14 as originally contained in the Residency Regulations recorded at Book 3508, Page 554 remains in effect.

Adopted by the Board of Directors June 15, 2011.

Effective as of the date recorded in the Hillsborough County Registry of Deeds.

Kathleen E. Bradley
Director Kathleen E. Bradley
Meadowview Estates Condo Assn.

Elizabeth P. Kuzma
Director Elizabeth P. Kuzma
Meadowview Estates Condo Assn.

Vishesh Shettigar
Director VISHESH SHETTIGAR
Meadowview Estates Condo Assn.

William E. Vargo
Director William E. Vargo
Meadowview Estates Condo Assn.

William P. Mercer
Director William P. Mercer
Meadowview Estates Condo Assn.

Mark L. Jack
Director Mark L. Jack
Meadowview Estates Condo Assn.

Camela O. Coughlin

#069
MARK
CONNELLY

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION

Stillwater Drive
Nashua, NH
June, 2011

AMENDMENTS TO RULES

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds,

WHEREAS: Rule 14 requires approval of 66 2/3rds of all owners to vote for any amendment to the Rules,

NOW THEREFORE: As of June 7, 2011, 68.64% of all unit owners voted and approved in writing the attached Rules and Regulations dealing with:

Tennis Court & TOT Lot Rules and Regulations,
Pool Rules and Regulations
Clubhouse Usage Agreement

All other Rules and Regulations remain in effect.

I hereby certify that at least 66 2/3 of all unit owners have approved in writing of these amended rules and regulations and thus pursuant to Rule 14, these rules are hereby adopted this 15th day of June 2011.

Kathleen E. Bradley
BY: *Kathleen E. Bradley*
Secretary/Clerk
The Meadowview Estates
Condominium Association

MEADOWVIEW ESTATES CONDOMINIUMS TENNIS COURT & TOT LOT RULES AND REGULATIONS

To reduce the possibilities of contact with waste excrement or personal injury by pet animals, certain Common Areas where people often walk or children often play on the grass are off limits to all pet animals at all times. The following areas are **OFF LIMITS TO PET ANIMALS AT ALL TIMES**:

- The Tot Lot/Swimming Pool/Club House/Tennis Court complex and the grass areas within 20 feet of the complex,

Tennis Courts:

1. Tennis court hours are: 8:00AM – 9:00PM.
2. The individuals of a unit and their guests may only use one court at a time.
3. Guests must be accompanied by a resident at all times.
4. Each individual must have a Resident or Guest Pass.
5. Maximum time lengths are as follows:
 - 1 hour-singles
 - 1 and 1/2 hours-doubles
6. Only tennis shoes are allowed.
7. Skate boards or bicycles are not allowed on the tennis courts.

Tot Lot

1. No individuals over 12 years old may use the Tot Lot facilities.
2. The playground equipment must be used only in the manner for which it is intended.
3. Supervision of children and guests is the resident/parent's responsibility.
4. The owner of the unit responsible for committing vandalism to the facility shall be responsible for all repair costs.
5. Use of the playground facilities and its equipment is at users own risk. The Meadowview Estates Condominium Association, it's Board of Directors and Management Company shall be indemnified from any and all claims of injury, etc., as a result of use of said facilities and equipment.

MEADOWVIEW ESTATES POOL RULES AND REGULATIONS

Pool Is Open Memorial Day Weekend and Closes After Labor Day

Pool Hours 8:00AM – 9:00PM

SWIM AND USE POOL AT OWN RISK-NO LIFEGUARD ON DUTY...ANY VIOLATION OF THESE RULES MAY RESULT IN SUSPENSION OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE BOARD.

1. The Condominium Management Company issues resident keys. Each individual owner/resident must have a key in their possession to use the pool. The Guest limit is 4. An adult resident must accompany all guests (both children and adults) at all times. An adult is defined as being 18 or older.
2. A key can only be obtained if condo fees are current. Failure to maintain your account current will result in loss of the key.
3. Members of the Board of Directors or the Management have the authority to request rule violators to either comply with the rules or leave the pool area.
4. Showers are required before entering the pool. A shower stall with warm water is provided at the pool.
5. No glass or breakable items are permitted in the pool area.
6. No alcohol beverages allowed at poolside
7. No swimming during thunder storms
8. Children 14 and under must be accompanied by an adult.
9. Flotation devices are limited to those that assist non-swimmers. No rafts or tubes are allowed due to limited space in the pool.
10. Only battery operated appliances or components are allowed.
11. No radios or televisions may be used without headphones.
12. No pets are allowed in the pool or within the interior fenced pool area.
13. Babies of "diaper age" are not permitted in the pool without a cloth diaper and rubber pants. (Swim diapers or their equivalent must be worn, if necessary)
14. Only swimming suits are allowed. No cutoffs or unfinished seams are allowed in the pool.
15. Individuals with skin ailments, nasal or ear discharges, colds or any communicable disease are prohibited from entering the pool. Individuals with shoulder length hair or longer are requested to wear bathing caps.
16. Running, horseplay or excessive splashing is prohibited.

-2-

17. No cigarettes are to be extinguished on the patio or in the pool. (Smokers must provide their own ashtray).
18. The depth marker rope is not to be removed.
19. Admittance of non-keyholders is strictly prohibited unless accompanied by an adult key-holding resident.

Signed and accepted:

Resident

Unit

Date

Names and ages of children:

MEADOWVIEW CONDOMINIUM CLUBHOUSE USAGE AGREEMENT

The clubhouse at Meadowview may be used by _____,
Owner/Tenant

of _____ between the hours of _____ and _____
(no later than midnight),

Street Address _____, for _____,
Date of function Type of function

Under the following conditions.

CONDITIONS AND RESTRICTIONS:

1. The clubhouse is available for rental by "Meadowview" residents only. All guests will conduct themselves in a fashion so as not to disturb residents. **Pets are not allowed. Smoking is not permitted inside the clubhouse.**
2. Capacity of the function facility cannot exceed eighty (80) people. The use of the premises is understood to be for the undersigned only and his/her personal guests. It is understood by all parties to this Agreement that the Clubhouse building is not open to the general public, and/or events advertised, or where a fee or donation is charged or accepted by anyone. Together with this document, the renter accepts responsibility for his/her guests, and will insure that a reasonable sound level is maintained so as not to disturb nearby residents or others. The renter shall also advise his/her guests as to where to park so as not to infringe on any residential parking nearby.
3. The kitchen may be used, providing that it is left in the condition found.
4. A fine of \$50 will be imposed if the exit doors are left unlocked or opened after an event.
5. The resident (or unit owner) who signs the contract must be present during the specified rental period. The clubhouse can only be rented by an individual who owns a unit or rents a unit at Meadowview Estates. The account for that unit must be in good standing, with the condominium account being current.
6. Alcoholic beverages may not be sold. Under no circumstances can alcohol be provided to minors.

-2-

7. **Rental is restricted to the inside of the clubhouse facility; the pool area and tot lot CANNOT be used by clubhouse guests. The violation of any pool rules during and/or in connection with a clubhouse rental will result in forfeiture of the ENTIRE deposit and subject the renter to any and all violations of the Meadowview Pool Rules.** The clubhouse should be secured at the conclusion of the event, including removal of trash (kitchen & bathrooms), cleaning the areas used, (including vacuuming the rugs, sweeping the kitchen floor and wiping countertops and stove top) extinguishing of all lights, and the locking of all doors. All trash must be placed in a dumpster and not left in any clubhouse or pool receptacles. All tables and chairs must be restacked and returned to their proper closet.
8. **The use of nails and/or thumbtacks is prohibited. Adhesives or fasteners** may NOT be applied to any plastered surface. Damage to these areas will be billed back. Cleanup charges will be deducted from the deposit. This includes balloon debris left attached to fans, railings, fences, signposts, etc. (inside or outside). The fine for removal of balloons or balloon debris will be a minimum of thirty five dollars (\$35.00).
9. Heat is to be kept at 60 degrees at all times during the winter months. Heat may be turned up to a comfortable temperature when in use. It must be returned to 60 degrees after use of clubhouse. If air conditioning is used, it must be turned off at the conclusion of the event.
10. The path to the clubhouse may be icy during the winter months. There is sand and a salt drum located on Meadowview Circle by the mailbox station next to the clubhouse. For the safety of your guests, please help yourself to salt and sand the path to the clubhouse.
11. The clubhouse will be inspected by the Board or Management before and after each use. Renter may be present if desired. The Clubhouse must be restored to its original condition by midnight of the day of rental. If additional set-up or clean-up time is necessary, prior arrangements must be made and are subject to an additional day's rental fee.
12. The renter further agrees to comply with all city, county, state, or federal regulations that may relate to the renter's function at the Clubhouse, or the distribution or serving of any substance, including food or beverages, especially alcoholic beverages, and accepts all responsibility for any liability which may occur during the function or resulting therefrom. Additionally, the renter and all guests, agrees to hold the Association and Harvard Management harmless and shall indemnify the Association and Harvard Management from any claims, actions, or causes resulting from the rental of the premises. It is agreed by the renter that his/her indemnity shall extend to the Association, its directors, officers and managing agents against any costs and expenses, including reasonable attorney's fees and

-3-

judgments which may be incurred as a result of the renter's use of the premises under this Agreement.

13. The key may be obtained through Harvard Management or through prior arrangements with a member of the Board of Directors. A key will be available no sooner than 6:00 PM prior to the day of rental, providing that there is no function scheduled on that day. Deposit will not be returned until after the key is returned and a satisfactory inspection has been completed. The amount of the deposit returned, will be based on the results of the inspection. Amounts deducted, will be based on the actual cost of any work required to restore the clubhouse to its original condition, and any fines for non-compliance.
14. No refunds will be made if the clubhouse is not used without a forty-eight (48) hour advance notice to Harvard Management.
15. The fireplace can only be used with the prior written consent from the Board of Directors.

I will _____ will not _____ be using the fireplace.

I have read the above guidelines and will abide by them. I further understand that any damages caused by negligence or accident will be the responsibility of the party issued this agreement. I understand that it is my responsibility to secure the clubhouse at midnight closing and locking all windows and doors.

Harvard Management reserves the right to terminate the above agreement for failure to abide by any of the above stipulations. The rental fee is \$65 for residents, plus \$125 for security deposit (separate checks), which must accompany this agreement (keep the other one for your records). Damages exceeding the deposit amount will be billed upon completion of repairs or assessed to the unit owner's account. Checks are to be made payable to "MEADOWVIEW ESTATES CONDOMINIUMS".

Owner/Tenant signature

Telephone Number

Resident's Address

Date

*Arrangements for keys must be made prior to use of clubhouse by contacting Harvard Management (429-2019) during office hours Monday - Friday 8:30 - 5:00. The use of Harvard's emergency service after hours or on weekends (same phone number) to access the clubhouse will be billed to the owner at an hourly rate of \$45.00 to include travel time.

623222

Apr 25 11 58 AM '86

ATTORNEY GENERAL
STEPHEN E. MERRILL

DEPUTY ATTORNEY GENERAL
BRUCE E. MOHL

ASSOCIATE ATTORNEYS GENERAL
BRIAN T. TUCKER
JEFFREY S. HOWARD

THE STATE OF NEW HAMPSHIRE



SENIOR ASSISTANT ATTORNEY GENERAL
CHARLES W. GRAU

ASSISTANT ATTORNEYS GENERAL
JAMES D. CAHILL, III
ROSE MARIE THEES

INVESTIGATORS
PHILIP J. McLAUGHLIN
DONALD J. GLENNON
RICHARD M. GERRY

PARALEGAL
MARIE F. WILKINSON

THE ATTORNEY GENERAL
CONSUMER PROTECTION AND ANTITRUST BUREAU
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6387
(603) 271-3641

C E R T I F I C A T E O F R E G I S T R A T I O N

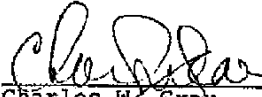
Condominium: Meadowview Estates Condominium
NHAGO: LC-29-430A
Location: Nashua, Hillsborough County
New Hampshire
Declarant: Meadowview Associates, Inc.
14 Northbridge Business Center
14 Northeastern Blvd.
Nashua, NH 03062
Units: 30

This is to certify that the above referenced condominium is registered pursuant to RSA 356-B:54, II, with respect to the offer or disposition of

30 units

described in the Declaration and shown on accompanying site and floor plans submitted to this office. In the event that the town or municipality wherein the condominium is located does not require a certificate of occupancy or other similar approval prior to closing, this certificate is issued subject to the condition that no closing be held with respect to any condominium unit until such unit has been substantially completed.

This certification shall remain in full force and effect, subject to the conditions imposed by RSA 356-B and rules adopted thereunder, until such time as registration is suspended or revoked.


Charles W. Grau
Senior Assistant Attorney General
Consumer Protection and
Antitrust Bureau
Office of Attorney General
State of New Hampshire



March 21, 1986

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BK 3508 P00467

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12/16/85

DECLARATION OF CONDOMINIUM
FOR
MEADOWVIEW ESTATES CONDOMINIUM

THIS DECLARATION is made this 4th day of March, 1986, by MEADOWVIEW ASSOCIATES, 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 Middle Dunstable Road in Nashua, Hillsborough County, New Hampshire on which it proposes to construct certain buildings containing a total of thirty (30) separate, living Units with parking areas, which the Declarant intends as a condominium project known as Meadowview Estates 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.

BM 3508 PG 0488

12/16/85

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. "Additional Land" means all of the land which, subject to the provisions of the Condominium Act and provisions hereof, may be added to the Condominium; it is more particularly described in Exhibit B attached hereto.
- 1-103. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Owner.
- 1-104. "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 Meadowview Estates Homeowners Association.
- 1-105. "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.
- 1-106. "Building" means all of the structures containing Units located on the property subject to this Condominium.
- 1-107. "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.
- 1-108. "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.
- 1-109. "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

12/16/85

Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.

- 1-110. "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.
- 1-111. "Condominium" means the real property and any interests therein described in Exhibit A hereof.
- 1-112. "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended.
- 1-113. "Convertible Land" means that portion of the Common Area upon which, subject to the provisions of the Act and the provisions hereof, future Units or other buildings may be constructed; it is more particularly described in Exhibit E attached hereto.
- 1-114. "Declarant" means Meadowview Associates, Inc., a New Hampshire corporation, duly established by law, with a place of business on Middle Dunstable Road, Nashua, New Hampshire, and its successors and assigns.
- 1-115. "Declaration" means this instrument.
- 1-116. "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.
- 1-117. "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.
- 1-118. "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.

12/16/85

- 1-119. "Owner" means one or more persons who own a Unit.
- 1-120. "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.
- 1-121. "Site Plan" means any and all site plans or plats described in Exhibit A and any revisions thereof, and any and all floor plans relative thereto, recorded in the Hillsborough 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.
- 1-122. "Share" means the undivided interest in and to the Common Area attributed to each Unit as set forth in Chapter 2-600 and as set forth in Exhibit F appended hereto.
- 1-123. "Submitted Land" means the land belonging to the Condominium which land is described in Exhibit A.
- 1-124. "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-125. "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.
- 1-126. "Withdrawable Land" means all of the land which, subject to the provisions of the Condominium Act and provisions hereof, may be withdrawn from the Condominium; it is more particularly described in Exhibit E attached hereto.

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 5 residential buildings in the Condominium, containing a total of thirty (30) Units, which shall be constructed as the Condominium. The buildings are constructed of wood

12/16/85

frame and concrete block on a concrete slab or full foundation.

- 2-300. Description of Units. The Unit number and the dimensions of each Unit are shown on the Site 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.
 - (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:

12/16/85

- 2-401. The land on which the buildings containing the Units are located and the walks, 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 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. The pool, tot lot, 2 tennis courts and clubhouse which are to be constructed as recreational amenities which are a part of the Common Areas.
- 2-405. 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 patio, balcony or basement attached to some of Units as shown on the Site 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 undivided interest in the Common Areas is allocated to each Unit in accordance with Exhibit F. There shall appertain to each Unit in the Condominium, for voting purposes in connection with meetings of the Association, a percentage vote in accordance with Exhibit F. Where a particular Unit is owned by more than one person, said Owners may not divide the percentage 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:
- 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. Declarant shall also have the right to lease Units and specifically Declarant shall have the right to operate a rental business with respect to all or any of the Units constructed upon the Additional Land.
- 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

12/16/85

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.
- 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 a percentage vote as set forth in Exhibit F. 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 in accordance with the percentage vote assigned to such unsold Units in Exhibit F with regard to the Association.

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- 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.
- 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 Meadowview Estates Condominium, Middle Dunstable Road, Nashua, 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. 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.

12/16/85

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.

(b) Provision shall be made for the issuance of mortgagee 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,

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12/16/85

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 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.

12/16/85

(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 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 pro-

12/15/85

vided 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. 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

12/16/85

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 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 undivided interest in the Common Area as set forth in Exhibit F. Each Owner's undivided interest is arrived at by dividing the square footage of his Unit by the total square footage of all Units in the Condominium and thus is a proportion related to the size of the Unit. In the event that additional Units are constructed on the Convertible Land in accordance with Article 18 and/or the Additional Land in accordance with Article 18B hereof then each Owner's undivided interest in the Common Areas shall decrease to a percentage equal to the square footage of the Unit in question divided by the total square footage of all Units in the Condominium after creation of each additional Unit. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, 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. 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. The Declarant has reserved for a period of seven (7) years the right to contract the Condominium by withdrawing all or any part of the Withdrawable Land. In such event the Owners will not have an interest in any such part of the Withdrawable Land withdrawn by the Declarant after it is withdrawn.
- 4-400. 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 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

12/16/85

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

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12/16/85

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.
- 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

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12/16/85

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.

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.

12/16/85

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 Hillsborough 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 to in writing by the Declarant and this assent is recorded with such amendment at the Hillsborough 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

12/16/85

force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

(7) Declarant shall not be required to obtain the consent of any Unit Owner, or any Unit mortgagee to any instrument of amendment of the Declaration, or any other of the Condominium Instruments, which is necessary in order for Declarant to create Units on the Convertible Land and/or the Additional Land, and/or to add all or any portion of the Additional Land to the Condominium, and/or to withdraw all or any portion of the Withdrawable Land from the Condominium in order for Declarant to exercise its options as provided for more fully in Articles 18, 18A and 18B hereof.

9-201.

Subsequent to the conveyance of a Unit to an Owner other than Declarant the prior written approval of the first mortgagees of Units to which 51% of the voting power in the Association appertains 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 relating to the conversion of Units in the Common Areas;
6. The terms of the Condominium Instruments relating to the contraction of the Condominium or the expansion of the Condominium or the creation of additional Units on the Convertible Land or the Additional Land; provided, that Declarant shall not be required to obtain the consent of any Unit Owner or any Unit mortgagee to any instrument of

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12/16/85

amendment of the Declaration, or any other of the Condominium Instruments, which is necessary in order for Declarant to add Units to the Convertible Land or Additional Land, or to withdraw all or any part of the Withdrawable Land from the Condominium, or to add all or any part of the Additional Land to the Condominium in order for Declarant to exercise its options as provided for more fully in Articles 18, 18A and 18B hereof.

7. The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association;
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 Hillsborough 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

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12/16/85

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 Exhibits 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 Exhibits 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 dis-

BK 3508 P60489

12/16/85

cretion 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 assessments, 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,

12/16/85

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, 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. 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,

12/16/85

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.

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.

12/16/85

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 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 five (5) years from the of filing the Declaration in the Hillsborough 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 (including any Units located on the Convertible Land or the Additional Land in the event Dec-

BK 3508 PG 0493

12/16/85

larant exercises its rights pursuant to Articles 18 or 18B).

Notwithstanding anything to the contrary in this Article 16-200, in the event Declarant (within the above-referenced five year period) conveys Units on the land submitted herewith in such a number so as to lose its control and then subsequently exercises its right to create additional Units on the Convertible Land or the Additional Land, Declarant's control shall be reinstated as of the effective date of the creation of such Units, subject to the restrictions set forth above.

- 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.

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

12/16/85

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 Hillsborough 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.

ARTICLE 18, CONVERSION OF CONVERTIBLE LAND

- 18-100. Option to Convert. The Declarant for itself and its successors in interest and assigns hereby expressly reserves the right, at its sole option, for a period not exceeding five (5) years from the date of recording of this Declaration to create additional Units and Limited Common Area on all or any part of the Convertible Land which right shall be exercised by amendment to this Declaration and the Bylaws (if necessary) executed by the Declarant alone in the manner provided by Sections 18 II, 23 and 35 III of the Act. The consent of Owners and Mortgagees of Owners shall not be required as a condition for the exercise of the option.
- 18-200. Legal Description. A legal description by metes and bounds of the Convertible Land which may be added to the Condominium is appended hereto as Exhibit E. Portions of the Convertible Land may be converted at different times, in any order, subject only to the limitations provided in this Article or in the Act.
- 18-300. Other Improvements. Improvements consisting of Units, paved walkways, roads, parking areas and underground utility services are contemplated if all or a portion of the Convertible Land is converted.

BK 3508 PG 0495

- 18-400. Maximum Number of Units. A maximum of one hundred fifty-eight (158) Units may be created on the Convertible Land. If portions of the Convertible Land are converted, from time to time, then a maximum average of 10 Units per acre may be created on any such portion converted.
- 18-500. Restrictions on Use. The additional structures and the Units therein shall be restricted exclusively to residential use.
- 18-600. Construction of Compatible Quality Structures. It is hereby assured that the structures erected on the Convertible Land will be compatible with the structures on the other portions of the Submitted Land in terms of quality of construction.
- 18-700. Construction of Additional Units. There is no assurance that any Units created on any portion of the Convertible Land will be substantially identical to the Units on other portions of the Submitted Land in terms of layout, design, location, size, the principal materials to be used, or architectural style. The Units described in the original submission are townhouse style Units. Any Units to be built in future phases will be either townhouse style Units and/or garden style Units in which each Unit is located entirely on one floor within a large multistory building.
- 18-800. Right to Create Limited Common Areas. The Declarant reserves the right, exercisable in its sole discretion, to create Limited Common Areas within portions of the Convertible Land and/or to designate Common Area therein which may be subsequently assigned as Limited Common Area, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Convertible Land converted or that it will be similar to Limited Common Areas appurtenant to Units on other portions of the Submitted Land.
- 18-900. Re-allocation of Interest in The Common Areas. Upon the creation of additional Units on the Convertible Land the interests of all Owners in the Common Area shall be re-allocated in accordance with Section 4-200 hereof and in accordance with RSA 356-B:18. The Declarant shall record a Site Plan, together with an amend-

BK 3508 P30496

1/2/86

ment to the Declaration, re-allocating undivided interests in the Common Area so that the Units depicted on such site plans and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the Units depicted on the site plan and floor plans recorded simultaneously with this Declaration, or any subsequent amendments thereto.

- 18-1000. Easement to Facilitate Construction. The Declarant shall have a transferrable easement over and on the Common Areas of the Condominium for the purpose of constructing the additional Units and structures on any portions of the Convertible Land, together with improvements. Declarant expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Areas of the Condominium for the purpose of connecting the structures to underground utilities for the benefit of all of the respective Owners of the Condominium.

ARTICLE 18A, OPTION TO CONTRACT

- 18A-100. Option to Contract. The Declarant for itself and its successors in interest and assigns hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration, to withdraw all or any part of the Withdrawable Land from the Condominium. Declarant's option to withdraw the Withdrawable Land which is described in Exhibit E, shall be assignable and unlimited except for the provisions of this Declaration and the Act, and the consent of Owners and Mortgagees of Owners shall not be required as a condition for the exercise of this option. Declarant shall have the right to contract the Condominium by withdrawing the Withdrawable Land in accordance with the terms of the Act and this Declaration.

- 18A-200. Legal Description and Limitations. A legal description by metes and bounds of the Withdrawable Land which may be withdrawn from the Condominium is appended hereto as Exhibit E. There is no requirement that all of the Withdrawable Land or any particular portion of it be withdrawn from the Condominium and there is no requirement that any portion of the Withdrawable Land be withdrawn in any particular order. At the time that any such portion is withdrawn from the Condominium, the boundaries of such portion shall be fixed by legal

BK 3508 PG 0497

1/2/86

description, setting forth the metes and bounds thereof. Portions of the Withdrawable Land may be withdrawn at different times, in any order, subject only to the limitations provided in this Article or in the Act.

- 18A-300. Easements to Facilitate Different Property Uses. In the event that the Declarant withdraws all or any portion of the Withdrawable Land from the Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on any such portion of the Withdrawable Land and to own, control, operate, and transfer the same without restriction. For this purpose, the Declarant hereby and without the necessity of further documentation, reserves to itself, its transferees, successors and assigns, for the benefit of the Withdrawable Land, permanent, transferable and perpetual easement rights over the roads in the Submitted Land as shown on the Site Plans and/or constructed on the Submitted Land, which easement rights shall be for all purposes for which roads are used in the City of Nashua, New Hampshire including, but not by way of limitation, for utilities and for access by foot and vehicles all at no expense to Declarant, its successors, transferees or assigns. Declarant shall also have the right, at its expense, to construct a roadway within said areas shown as roads on the Site Plans and shall have the unrestricted right to tie into any utility services within the Submitted Land for the benefit of the Withdrawable Land. The easement reserved to the Declarant pursuant to this Section 18A-300 shall come into existence upon the recording hereof and shall be and remain superior to the rights of any and all Unit Owners and the rights of their mortgagees.
- 18A-400. Interest in the Common Areas. In the event that all or any portion of the Withdrawable Land is withdrawn from the Condominium the Unit Owners, thier mortgagees and any others claiming by or through them shall cease to have an undivided interest in the portion withdrawn upon any such withdrawal.
- 18A-500. Land Which is not Withdrawable. Those portions of the Submitted Land which shall not be withdrawn are described by metes and bounds in Exhibit D appended hereto.

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1/2/86

ARTICLE 18B, OPTION TO EXPAND

- 18B-100. Option to Add Additional Land. The Declarant hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration to add all or any part of the Additional Land to be included within a common plan of use and enjoyment under the provisions of this Declaration. Declarant's option to add the Additional Land which is described in Exhibit B, shall be assignable and unlimited except for the provisions of this Declaration and RSA 356-B, and the consent of Owners and mortgagees of Owners shall not be required as a condition for the exercise of the option. Declarant shall have the right to expand the Condominium by adding the Additional Land thereto in accordance with the terms of the Act and this Declaration.
- 18B-200. Legal Description. A legal description by metes and bounds of the Additional Land which may be added to the Condominium is appended hereto as part of Exhibit B. There is no requirement that all of the Additional Land or any particular portion of it be added to the Condominium and there is no requirement that any portion of the Additional Land be added in any particular order. At the time that any such portion is added to the Condominium, boundaries of such portion shall be fixed by legal description, setting forth the metes and bounds thereof. Portions of the Additional Land may be added at different times, in any order, subject only to the limitations provided in this Article or in the Condominium Act.
- 18B-300. Other Improvements. Improvements consisting of Units, paved walkways, roads, parking areas and underground utility services are contemplated if all or a portion of the Additional Land is added to the Condominium. However, there is no assurance that such improvements will ever be constructed or where such improvements shall be located. All improvements constructed upon Additional Land or portions thereof shall be substantially complete prior to the inclusion of the Additional Land into the Condominium.
- 18B-400. Maximum Number of Units. A maximum of one hundred forty-six (146) Units may be created on the Additional Land. If portions of the Additional Land are added to the Condominium, from time to time, then a maximum

BK 3508 PG 0499

1/2/86

average of 10 Units per acre may be created on any such portion added to the Condominium.

- 18B-500. Restrictions on Use. The additional structures and the Units therein shall be restricted in accordance with Sections 2-700 through 2-708 hereof.
- 18B-600. Construction of Compatible Quality Structures. It is hereby assured that the structures erected on the Additional Land will be compatible with the structures on the other portions of the Submitted Land in terms of quality of construction.
- 18B-700. Construction of Additional Units. There is no assurance that any Units created on any portion of the Additional Land added to the Condominium will be substantially identical to the Units on the submitted land in terms of layout, design, location, size, the principal materials to be used, or architectural style.
- 18B-800. The Declarant reserves the right to create Limited Common Areas within portions of the Additional Land added to the Condominium, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Additional Land.
- 18B-900. Re-allocation of Interest in the Common Areas. If portions of the Additional Land are added to the Condominium, then the interests of all Owners in the Common Area shall be re-allocated in accordance with Section 4-200 hereof and in accordance with RSA 356-B:18 of the Act. The Declarant shall record Site Plans, together with an amendment to the Declaration, re-allocating undivided interests in the Common Areas so that the Units depicted on such Site Plans shall be allocated undivided interests in the Common Areas on the same basis as the Units depicted on the Site Plans recorded simultaneously with this Declaration, or any subsequent amendment thereto.
- 18B-1000. Easement to Facilitate Construction. The Declarant shall have a transferrable easement over and on the Common Areas of the Condominium for the purpose of constructing the additional structures on any portions of the Additional Land added to the Condominium, together with improvements. Declarant expressly reserves the right, on behalf of itself, its successors

1/2/86

and assigns, to grant utility easements (if necessary) within the Common Areas of the Condominium for the purpose of connecting the additional structures to underground utilities for the benefit of all of the respective Owners of the Condominium.

- 18B-2000. Easements to Facilitate Different Property Uses. In the event that the Declarant shall not add any portion of the Additional Land to the Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on any such portion of the Additional Land and to own, control, operate, and transfer the same without restriction. For this purpose, the Declarant hereby and without the necessity of further documentation, reserves to itself, its successors, transferees and assigns, for the benefit of the Additional Land, permanent, transferable and perpetual easement rights over the roads in the Submitted Land as shown on the Site Plans and/or constructed on the Submitted Land, which easement rights shall be for all purposes for which roads are used in the City of Nashua, New Hampshire including, but not by way of limitation, for utilities and for access by foot and vehicles all at no expense to Declarant, its successors, transferees or assigns. Declarant, its successors, transferees and assigns shall also have the right, at its expense, to construct a roadway within said areas shown as roads on the Site Plans and shall have the unrestricted right to tie into any utility services within the Submitted Land for the benefit of the Additional Land. In addition, Declarant, its transferees, successors and assigns shall have the right to use the recreational amenities described in Section 2-404 above in accordance with the rules and regulations set forth in this Declaration at no expense to Declarant, its transferees, successors and assigns. The easements reserved to the Declarant pursuant to this Section 18B-2000 shall come into existence upon the recording hereof and shall be and remain superior to the rights of any and all Unit Owners and the rights of their mortgagees.

ARTICLE 19, CONSENT OF FIRST MORTGAGEE

- 19-100. 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

BM 3508 PG 0501

1/2/86

more of the Units, and unless the first mortgagee shall have given its approval, the 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;

19-200. This Article 19 shall not apply to or in any way be construed as a limitation upon the right of Declarant to create additional Units on the Convertible Land or the Additional Land, with the resulting change in the undivided percentage of interests allocated to existing Units pursuant to the provisions of the Act and of this Declaration, or to withdraw all or any portion of the Withdrawable Land or to add all or any part of the Additional Land.

ARTICLE 20, UNIT MORTGAGEES

20-100. Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, it shall require the prior written approval of the mortgagees holding mortgages recorded at the Hillsborough County Registry of Deeds constituting first liens on the Units to which 51% of the voting power in the Association appertains in order for the Association or its Board of Directors to be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;

1/2/86

- (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.

20-200. 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.

20-300. 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.

20-400. Until such time as the Condominium contains fifty (50) or more Units and there is no audited financial state-

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ment 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 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 21, NOTICES

- 21-100. 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 Middle Dunstable Road, Nashua, 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.
- 21-200. 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 of Units to which at least 67% of the voting power of the Association appertains.

ARTICLE 22, EASEMENTS

- 22-100. The Declarant reserves the right to convey easements to any utility companies which easements are necessary or desirable for the Condominium. All such easements do hereby take precedence over the Unit Owners rights and title in and to their Units and the Common Areas.

ARTICLE 23, SEVERABILITY

- 23-100. 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.

12/16/85

ARTICLE 24, GENDER

24-100. 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 25, INTERPRETATION

25-100. 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, Meadowview Associates, Inc., by its President, duly authorized, has executed this Declaration on the day and year first above written.

Susan E. Hanselman
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 4th day of March, 1986, by John E. Pearson the President of Meadowview Associates, Inc., a New Hampshire corporation, on behalf of the corporation.

Susan E. Hanselman
Notary Public/Justice of the Peace

BK 3508 PG 0505

1/2/86

EXHIBIT F

MEADOWVIEW CONDOMINIUM - PHASE I

Table of Percentage Undivided Interest
in Common Areas and Percentage
Vote in the Association

| <u>Unit Identification</u> | <u>Square Footage of Each Unit</u> | <u>Percent Undivided Interest in Common Area and Percentage Vote in the Asocia- tion For Each Unit</u> |
|--------------------------------|------------------------------------|--|
| 30 Units Comprising Phase I | 1,660 | 3.33% |
| | | <hr/> |
| | | Total: 100% |

BM 3508 P0506

Phase II

Commencing at the northwesterly corner at land now or formerly of Daniel F. and Mary A. Donahue on the easterly side of Middle Dunstable Road; thence

(1) South 79°48'22" East a distance of 484.37 feet along said Donahue land to a stone bound; thence

(2) South 06°58'06" East a distance of 156.71 feet along land now or formerly of Margaret A. Reynolds to a drill hole; thence

(3) South 80°22'53" East a distance of 122.75 feet along said Reynolds land and a stone wall to an iron pin; thence

(4) South 78°41'33" East a distance of 256.94 feet along a stone wall and land now or formerly of Walter J. and Carol F. Sargent to a point; thence

(5) South 19°45'36" East a distance of 378.16 feet along land now or formerly of Robert Spacek to a point; thence

(6) South 05°24'45" West a distance of 318.90 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a drill hole; thence

(7) North 80°23'28" West a distance of 555.05 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(8) North 80°52'44" West a distance of 573.99 feet along a stone wall and Phase I to a point on the easterly side of Middle Dunstable Road; thence

(9) In a northerly direction along the easterly side of Middle Dunstable Road along a curve to the left with a radius of 600.00 feet a distance of 13.89 feet to a point; thence

(10) North 00°41'46" East along the easterly side of Middle Dunstable Road a distance of 280.49 feet to a point; thence

(11) In a generally northerly direction along said road on a curve to the right with a radius of 625.00 feet a distance of 152.72 feet to a point; thence

(12) North 14°41'48" East a distance of 265.63 feet along said road to a point; thence

(13) In a generally northeasterly direction along said road around a curve to the right with a radius of 225.00 feet a distance of 107.07 feet to a point; thence

(14) North 41°57'35" East a distance of 8.46 feet along said road to the point of beginning.

Being 18.406 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

BK 3508 PG 0508

Together with ~~and~~ subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase III

Commencing at a point on the westerly side of Middle Dunstable Road at land now or formerly of Laura Pagano; thence

- (1) In a generally southerly direction along the westerly side of Middle Dunstable Road along a curve to the right with a radius of 550.00 feet a distance of 136.93 feet to a point; thence
- (2) South 15°41'46" West a distance of 276.30 feet along said road to a point; thence
- (3) In a generally southwesterly direction along a curve to the right with a radius of 225.00 feet a distance of 350.21 feet to a point; thence
- (4) North 75°17'21" West a distance of 337.24 feet along the northerly side of Ridge Road to a point; thence
- (5) In a generally westerly direction along a curve to the left with a radius of 225.00 feet a distance of 160.92 feet along said Ridge Road to a point; thence
- (6) South 63°54'00" West a distance of 191.20 feet along said Ridge Road to a point; thence
- (7) In a generally westerly direction along a curve to the left with a radius of 650.00 feet a distance of 127.30 feet along said Ridge Road to a point; thence
- (8) South 52°40'44" West a distance of 463.12 feet along said Ridge Road to a point; thence
- (9) North 37°19'17" West a distance of 104.93 feet to a point; thence
- (10) North 15°54'34" East a distance of 935.91 feet to a point; thence
- (11) North 88°36'34" East a distance of 1144.37 feet to a point; thence
- (12) South 19°04'14" West a distance of 72.15 feet to a point; thence
- (13) South 82°23'57" East a distance of 188.54 feet to the point of beginning.

Being 20.649 acres, more or less.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

BK 3508 PG 0509

Subject to an access easement as shown on the plan and more particularly described in Book 3369, Page 351.

Subject to a 20 foot public sewer easement as depicted on said plan.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

BK 3508 PG 0510

Exhibit E

MEADOWVIEW ESTATES CONDOMINIUM

Submitted Land Which Is Withdrawable
and Convertible

Two certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, shown as Phases II and III on a plan entitled "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, New Hampshire", prepared for Bradgate Associates, Inc. by Allan H. Swanson, Inc., dated December 23, 1985, Sheets 1 and 2 of 3 sheets, said tracts being more particularly bounded and described as follows: *See Plan 19151*

Phase II

Commencing at the northwesterly corner at land now or formerly of Daniel F. and Mary A. Donahue on the easterly side of Middle Dunstable Road; thence

- (1) South 79°48'22" East a distance of 484.37 feet along said Donahue land to a stone bound; thence
- (2) South 06°58'06" East a distance of 156.71 feet along land now or formerly of Margaret A. Reynolds to a drill hole; thence
- (3) South 80°22'53" East a distance of 122.75 feet along said Reynolds land and a stone wall to an iron pin; thence
- (4) South 78°41'33" East a distance of 256.94 feet along a stone wall and land now or formerly of Walter J. and Carol F. Sargent to a point; thence
- (5) South 19°45'36" East a distance of 378.16 feet along land now or formerly of Robert Spacek to a point; thence
- (6) South 05°24'45" West a distance of 318.90 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a drill hole; thence
- (7) North 80°23'28" West a distance of 555.05 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence
- (8) North 80°52'44" West a distance of 573.99 feet along a stone wall and Phase I to a point on the easterly side of Middle Dunstable Road; thence
- (9) In a northerly direction along the easterly side of Middle Dunstable Road along a curve to the left with a radius of 600.00 feet a distance of 13.89 feet to a point; thence
- (10) North 00°41'46" East along the easterly side of Middle Dunstable Road a distance of 280.49 feet to a point; thence
- (11) In a generally northerly direction along said road on a

EX 3508 PG 0514

curve to the right with a radius of 625.00 feet a distance of 152.72 feet to a point; thence

(12) North 14°41'48" East a distance of 265.63 feet along said road to a point; thence

(13) In a generally northeasterly direction along said road around a curve to the right with a radius of 225.00 feet a distance of 107.07 feet to a point; thence

(14) North 41°57'35" East a distance of 8.46 feet along said road to the point of beginning.

Being 18.406 acres, more or less.

Subject to easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase III

Commencing at a point on the westerly side of Middle Dunstable Road at land now or formerly of Laura Pagano; thence

(1) In a generally southerly direction along the westerly side of Middle Dunstable Road along a curve to the right with a radius of 550.00 feet a distance of 136.93 feet to a point; thence

(2) South 15°41'46" West a distance of 276.30 feet along said road to a point; thence

(3) In a generally southwesterly direction along a curve to the right with a radius of 225.00 feet a distance of 350.21 feet to a point; thence

(4) North 75°17'21" West a distance of 337.24 feet along the northerly side of Ridge Road to a point; thence

(5) In a generally westerly direction along a curve to the left with a radius of 225.00 feet a distance of 160.92 feet along said Ridge Road to a point; thence

(6) South 63°54'00" West a distance of 191.20 feet along said Ridge Road to a point; thence

(7) In a generally westerly direction along a curve to the left with a radius of 650.00 feet a distance of 127.30 feet along said Ridge Road to a point; thence

(8) South 52°40'44" West a distance of 463.12 feet along said Ridge Road to a point; thence

(9) North 37°19'17" West a distance of 104.93 feet to a point; thence

EX 3508 PG0512

(10) North 15°54'34" East a distance of 935.91 feet to a point; thence

(11) North 88°36'34" East a distance of 1144.37 feet to a point; thence

(12) South 19°04'14" West a distance of 72.15 feet to a point; thence

(13) South 82°23'57" East a distance of 188.54 feet to the point of beginning.

Being 20.649 acres, more or less.

Subject to easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

Subject to an access easement as shown on the plan and more particularly described in Book 3369, Page 351.

Subject to a 20 foot public sewer easement as depicted on said plan.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

BK 3508 PG 0513

EXHIBIT D

MEADOWVIEW ESTATES CONDOMINIUM

Submitted Land Not Withdrawable

A certain tract or parcel of land situated in Nashua, Hillsborough County, New Hampshire, shown as Phase I on a plan entitled, "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, New Hampshire", prepared for Bradgate Associates, Inc., and dated December 23, 1985, by Allan H. Swanson, Inc., said Phase I being more particularly bounded and described as follows:

See Plan 19151

Phase I:

Commencing at the northwesterly corner at a point on the easterly side of Middle Dunstable Road; thence

(1) South 80°52'44" East a distance of 573.99 feet along a stone wall and other land known as Phase II to a point; thence

(2) South 01°15'32" East a distance of 626.85 feet along a stone wall and land of Sky Meadow, Inc. to a point; thence

(3) North 87°46'09" West a distance of 658.94 feet along a stone wall and other land known as Phase V to a point on the easterly side of Middle Dunstable Road; thence

(4) In a generally northerly direction along a curve to the right with a radius of 818.65 feet a distance of 134.71 feet along said road to a point; thence

(5) North 00°38'46" East a distance of 91.31 feet along said road to a point; thence

(6) In a generally northerly direction along a curve to the right with a radius of 757.02 feet a distance of 198.85 feet along the easterly side of said road to a point; thence

(7) North 15°41'46" East a distance of 134.11 feet along said road to a point; thence

(8) Along a curve to the left with a radius of 600.00 feet a distance of 143.19 feet along said road to the point of beginning.

Being 9.631 acres, more or less.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

BK 3508 PG 051A

EXHIBIT B

MEADOWVIEW ESTATES CONDOMINIUM

Additional Land

Two certain tracts or parcels of land situate in Nashua, Hillsborough County, New Hampshire, more particularly shown as Phases IV and V on a plan entitled, "Site & Phasing Plan, Meadowview Estates Condominium, Middle Dunstable Road, Nashua, New Hampshire", prepared for Bradgate Associates, Inc. by Allan H. Swanson, Inc., dated December 23, 1985, said Phases IV and V being more particularly bounded and described as follows:

Phase IV

Commencing at a point on the northerly side of Ridge Road at the westerly corner of Phase III; thence

- (1) North 37°19'17" West a distance of 104.93 feet along Phase III to a point; thence
- (2) North 15°54'34" East a distance of 935.91 feet along said Phase III to a point; thence
- (3) North 88°36'34" East a distance of 87 feet, more or less, along Phase III to a point; thence
- (4) In a generally northerly direction along the center line of Trout Brook a distance of 42 feet, more or less, to a point; thence
- (5) North 15°54'34" East a distance of 1384 feet, more or less, to a point at Searles Road; thence
- (6) North 65°09'17" West a distance of 83.51 feet along Searles Road to a point; thence
- (7) South 15°54'34" West a distance of 1279 feet along land now or formerly of Frank Monis to a point in the center line of Trout Brook; thence
- (8) In a generally northerly direction along the center line of Trout Brook a distance of 900 feet, more or less, along land of Frank Monis to a point in the center line of Salmon Brook; thence
- (9) In a generally westerly and then southerly direction along the center line of Salmon Brook a distance of 3256 feet to a point; thence
- (10) North 86°15'51" East a distance of 198 feet, more or less, to a point along land now or formerly of Association Doucet, Inc. to a point; thence

BK 3508 PG 0515

(11) North 87°15'50" East a distance of 114.32 feet along said Association land to a point; thence

(12) North 80°20'37" East a distance of 70.33 feet along said Association land to a point; thence

(13) North 86°00'28" East a distance of 297.53 feet along said Association land to a point; thence

(14) North 87°53'34" East a distance of 140.18 feet along said Association land to a point; thence

(15) South 15°45'34" West a distance of 1116.20 feet along said Association land to a point at Ridge Road; thence

(16) In a generally northeasterly direction along a curve to the left with a radius of 420.33 feet a distance of 123.28 feet to a point; thence

(17) North 52°40'44" East along Ridge Road a distance of 45.00 feet to the point of beginning.

Being 18.7 acres, more or less.

Subject to an existing access easement as shown on said plan and more particularly described in Book 3369, Page 351.

Subject to a 20 foot public sewer easement as depicted on said plan.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342 and Book 2987, Page 774.

SUBJECT TO Rights of Lone Pine Hunters under a deed from B & M Railroad recorded at Book 1719, Page 23.

Together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

Phase V

Being two separate subparcels being more particularly described as follows:

(Subparcel 10)

Commencing at a point on the easterly side of Middle Dunstable Road at the northwesterly corner of Phase V; thence

(1) South 87°46'09" East a distance of 658.94 feet along a stone wall and Phase I to a point; thence

(2) South 87°33'48" East a distance of 217.30 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

(3) South 89°21'20" East a distance of 202.66 feet along a stone wall and land now or formerly of Sky Meadow, Inc. to a point; thence

BK 3508 PG 0516

(4) South 00°38'40" West a distance of 230.08 feet to a point; thence

(5) South 64°22'56" West a distance of 390.31 feet to a point; thence

(6) In a generally westerly direction along a curve to the left with a radius of 200.00 feet a distance of 277.25 feet to a point; thence

(7) In a generally westerly direction along a curve to the right with a radius of 775.00 feet a distance of 192.75 feet to a point; thence

(8) In a generally westerly direction along a curve to the left with a radius of 825.00 feet a distance of 205.18 feet to a point; thence

(9) In a generally westerly direction along a curve to the right with a radius of 25.00 feet a distance of 18.60 feet to the easterly side of Middle Dunstable Road; thence

(10) North 12°03'22" West a distance of 343.59 feet along said road to a point; thence

(11) In a generally northerly direction along said road on a curve to the right with a radius of 818.65 feet a distance of 46.78 feet to the point of beginning.

Being 7.926 acres, more or less.

(Subparcel 2415)

Commencing at a point on the easterly side of Middle Dunstable Road at the northwest corner of said subparcel 2415; thence

(1) In a generally easterly direction along a curve to the left with a radius of 25.00 feet a distance of 18.60 feet to a point; thence

(2) In a generally easterly direction along a curve to the right with a radius of 825.00 feet a distance of 205.18 feet to a point; thence

(3) In a generally easterly direction along a curve to the left with a radius of 775.00 feet a distance of 192.75 feet to a point; thence

(4) In a generally easterly direction along a curve to the right with a radius of 200.00 feet a distance of 277.25 feet to a point; thence

(5) North 64°22'56" East a distance of 390.31 feet to a point; thence

(6) South 00°38'40" West a distance of 460.09 feet to a point; thence

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(7) South 18°49'29" West a distance of 397.89 feet along Sky Meadow, Inc. land to a point; thence

(8) North 87°23'41" West a distance of 513.96 feet along said Sky Meadow, Inc. land to a point; thence

(9) North 05°32'28" West a distance of 326.24 feet along land now or formerly of John W., Jr. and Irene P. Stewart to a point; thence

(10) North 85°03'12" East a distance of 127.00 feet along a stone wall to a drill hole, said course running along land now or formerly of Robert Massad; thence

(11) North 05°41'28" West along a stone wall a distance of 169.03 feet to an iron pin; thence

(12) South 83°14'37" West a distance of 378.21 feet to a point; thence

(13) North 12°03'22" West along the easterly side of Middle Dunstable Road a distance of 244.56 feet to the point of beginning.

Being 12.051 acres, more or less.

Each of the above parcels are conveyed together with and subject to all restrictions and easements as may be defined in the Declaration of Condominium, any amendments thereto and any other condominium documents.

SUBJECT TO Easements to Sky Meadow Venture and City of Nashua recorded at Book 2953, Page 342, Book 2987, Page 774.

BK 3508 PG 518

CONSENT AND JOINDER OF MORTGAGEE

CAPITOL BANK AND TRUST COMPANY, a Massachusetts corporation, holder of mortgages on all of the premises described in Exhibit A to the Declaration of Condominium for Meadowview Estates Condominium, and conveyed by a mortgage of Meadowview Associates, Inc. (N.H. corp.) dated August 20, 1985 and recorded in the Hillsborough County Registry of Deeds at Book 3369, Page 375 joins herein for the purpose of assenting to the recordation of the Declaration of Condominium for Meadowview Estates Condominium (which is recorded herewith) 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.

Dated this 11th day of March, 1986.

CAPITOL BANK AND TRUST COMPANY

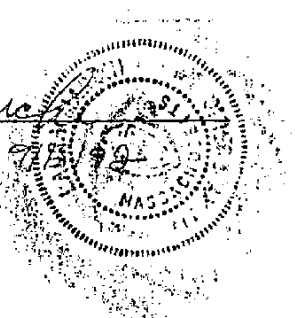
Walter E. Egan
Witness

Sherwood J. Tarlow, Its duly
authorized President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 11th day of March, 1986 by Sherwood J. Tarlow (name), the President (title) of Capitol Bank and Trust Company, a Massachusetts corporation, on behalf of the corporation.

Rena March
Notary Public
My Commission Expires: 7/23/92
Notary Stamp or Seal:



BK 3508 PG 0519

CONSENT AND JOINDER OF MORTGAGEE

T. A. Demoulas, A. T. Demoulas and D. Harold Sullivan, all as Trustees of DF Nominee Trust, under Declaration of Trust dated April 26, 1972 recorded in Hillsborough County Registry of Deeds at Book 2877, Page 57, as amended by documents dated February 1, 1985 to be recorded, with a place of business at 875 East Street, Tewksbury, Massachusetts, holder of a mortgage lien on all of the premises described in Exhibit A to the Declaration of Condominium for Meadowview Estates Condominium and conveyed by a mortgage of Meadowview Associates, Inc. dated August 29, 1985, and recorded in the Hillsborough County Registry of Deeds at Book 3369, Page 359, join herein for the purpose of assenting to the recordation of the Declaration of Condominium for Meadowview Estates Condominium (which is recorded herewith) 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.

Cornelia C. Adams
Witness

T. A. Demoulas
T. A. Demoulas, Trustee of
DF Nominee Trust

Cornelia C. Adams
Witness

A. T. Demoulas
A. T. Demoulas, Trustee of
DF Nominee Trust

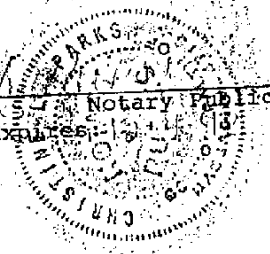
Cornelia C. Adams
Witness

D. Harold Sullivan
D. Harold Sullivan, Trustee of
DF Nominee Trust

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 12th of March, 1986, by March, 1986 by T. A. Demoulas, A. T. Demoulas and D. Harold Sullivan, all as Trustees of DF Nominee Trust.

Christine L. Parks
Christine L. Parks, Notary Public
My Commission Expires 12-31-93



BK 3508 PG 0520

12/16/85

E-1

EXHIBIT C

MEADOWVIEW ESTATES CONDOMINIUM

BY-LAWS

OF

MEADOWVIEW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

PURPOSE AND SCOPE AND OTHER
INTRODUCTORY PROVISIONS

1. Purpose. The following By-Laws of Meadowview Estates Condominium Owners' Association (hereinafter called the Association) shall govern the operation of the Condominium created by the Declaration of Meadowview Estates Condominium of which these By-Laws are made a part. The Association shall have the responsibility of administering the Condominium, of managing or arranging for the management of the Condominium and of performing all of the acts that may be required to be performed by the Association by virtue of the Act and the Declaration.

2. Applicability. These By-Laws are applicable to all property of the Condominium and to the use, occupancy, sale, lease or other transfer of any interest therein. All present and future holders of any interest in any Condominium Unit in the Condominium shall hold such interest subject to these By-Laws as well as to the Declaration and the Residency Rules promulgated thereunder. 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 acknowledgment that such Owner, lessee or Occupant has accepted and ratified and will comply with these By-Laws, the Declaration and the Residency Rules.

3. Nature of Organization. The Association is organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire. The Association is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "Rocociation property" as those terms are defined in the Internal Revenue Code of 1954. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the Association.

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4. Principal Office. The principal office of the Association shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

5. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the meanings specified in the Declaration or in Section 3 of the Act. The singular includes the plural where the context so requires.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

1. Membership. All present and future Unit Owners, acting as a group in accordance with the Act, the Declaration and these By-Laws, shall be members of and shall constitute the Association. Transfer by a Unit Owner of his interest in the Condominium, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Unit is vested in more than one person, all persons having an interest in a Unit shall be members eligible to attend meetings and to hold office, but the vote of a Unit shall be cast as hereinafter provided in Section 2 of this Article.

2. Voting. (a) Each Unit at the Condominium shall have a percentage vote in the Association equal that set forth in the Table of Percentage Interests attached hereto. The vote pertaining to a Unit shall not be divisible and shall be cast as hereinafter provided.

(b) Since a Unit 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 vote appertaining to that Unit. If more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. If a protest is made to the person presiding over

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the meeting, the vote of such Unit, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.

(c) The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner or, in cases in which the Unit Owner is more than one person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person 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. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.

(d) Unless otherwise provided in the Act or the Declaration or these By-Laws, any question brought before such meeting shall be decided at any meeting of the Association by the votes cast by Unit Owners in good standing, present in person or represented by proxy representing Units to which a majority of the voting power of the Association appertain. If fifty percent (50%) or more of the voting power in the Association appertains to twenty-five percent (25%) or less of the Units, then in any case where a majority vote is required by the Condominium Instruments or by the Act, the requirement for such a majority shall be deemed to include, in addition to the specified majority of the voting power in the Association, the assent by the Unit Owners of a like majority of the Units. A Unit Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys' fees, penalties and other charges, if any, properly chargeable to him.

(e) If the Declarant owns or holds title to one (1) or more Condominium Units, the Declarant shall be entitled to cast the votes appertaining to such Condominium Units at any meeting of the Association.

(f) Anything in this ARTICLE to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Condominium Unit during any period of time in which the owner thereof is the Association.

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ARTICLE III

MEETINGS OF THE ASSOCIATION

1. Place. All meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail, return receipt requested, to all Unit 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.

3. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast more than twenty-five percent (25%) of the voting power of the Association are present in person or represented by proxy at the beginning of such meeting. In the absence of a quorum at any meeting or any adjournment thereof, the Unit Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Unit Owners holding the requisite amount of voting power shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.

4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instrument at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held on the third Saturday in June at 10:00 A.M.

5. Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and shall be called upon written application therefor to the Secretary of the holders of at least fifteen percent (15%) of the voting power in the Association.

BK3508 PG0524

5/17/85

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6. Organization. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Unit Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore who shall be sworn to the faithful discharge of his duties as such secretary pro tempore before entering thereon.

7. Attendance By Management Firm. The Management Firm, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Association.

ARTICLE IV

BOARD OF DIRECTORS

1. General Powers and Duties. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by the Act, the Declaration and these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association and the Condominium including, without limiting the generality of the foregoing, the following:

(a) To exercise all powers specifically set forth in the Act, the Declaration, the Articles of Agreement of the Association and these By-Laws.

(b) To prepare an annual budget and utilize the same for the establishment of the assessment against each Unit Owner for Common Expenses.

(c) To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association and of the Condominium.

(d) To require that all directors, officers, employees and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds, and to pay the premiums therefore as Common Expenses.

(e) To make assessments, against Unit Owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.

BK 3508 PG 0525

(f) To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.

(g) To provide for the operation, care, upkeep, maintenance, repair and replacement of the Common Areas.

(h) To establish, promulgate and enforce the Residency Rules.

(i) To employ, control and dismiss the personnel necessary for the maintenance and operation of the Common Areas; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies and material to be used by such personnel.

(j) To engage the services of attorneys, accountants, architects and other professionals as the need arises.

(k) To enter into one or more Management Agreements and to delegate to the Management Firm which is a party to any such Management Agreement all of the powers and duties of the Board of Directors except such as may not, under the Act and the Declaration, be delegated.

(l) To procure, maintain and administer insurance as required by the Declaration and these By-Laws.

(m) To designate one or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.

(n) To do any and all such other things not inconsistent with the Act, the Declaration or these By-Laws as may be authorized or directed by a resolution of the Association.

2. Number, Qualifications and Term of Office. The number of directors of the Association shall be not less than three (3) nor more than seven (7), all of whom shall be of lawful age and all of whom, except for directors designated by the Declarant pursuant to ARTICLE XVI of the Declaration, shall be Unit Owners. Within such limits, the number of directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting, except that no such action shall be effective to remove any director then in office. In case the number of directors shall be increased, additional directors may be elected by the vote of the majority of the directors in office at the time of such increase. Each director shall continue in office until the annual meeting of the Association next ensuing

BX 3508 PG0526

5/17/85

and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased, subject to the provisions of Section 40 I and Section 40 II of the Act, to be a Unit Owner.

3. Quorum And Manner Of Acting. A majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting; but less than a quorum may adjourn the meeting. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting except as may otherwise be provided by the Act, or by the Declaration, or by the Articles of Agreement of the Association or by these By-Laws.

4. Place Of Meeting. The Board of Directors may hold its meetings, have one or more offices, and, except as otherwise required by the Act or the Declaration, keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

5. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

7. Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two directors at the time being in office. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held.

BK 3508 PG 0527

Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.

8. Attendance By Management Firm. The Management Firm, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Board of Directors.

9. Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors.

10. Removal Of Directors. Subject to the Declarant's reserved rights of control as set forth in ARTICLE 16 of the Declaration, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes cast by Unit Owners at a special meeting of the Association called for the purpose.

11. Vacancies. Subject to the Declarant's reserved rights of control as set forth in ARTICLE XVI of the Declaration, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled either by a majority vote of the remaining directors, though less than a quorum, or by the Association at the next annual meeting of the Association or at any special meeting called for that purpose.

12. Compensation. Directors shall receive such compensation, if any, for their services as directors as may be fixed from time to time by vote of the Association at any annual or special meeting.

5/17/85

ARTICLE V

FIDELITY BOND

Notwithstanding any discretion that may vest in the Association's Board of Directors under Article IV, Section 1(v) of the Bylaws, the Association's Board of directors shall require all directors, officers, employees and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association to furnish adequate fidelity bonds, the premiums of which shall be paid by Unit Owners as Common Expenses. Such fidelity bonds shall be adequate if they provide coverage equal to the maximum funds in the custody of Association or equal to the sum of 3 months assessment on all units plus the Association's reserve funds. The Board shall be required to see that such fidelity bonds provide for 10 days written notice to the Association and to all holders of first mortgages on the units before the bond can be cancelled or substantially modified for any reason. The Association shall be named as obligee with respect to such bonds.

ARTICLE VI

OFFICERS

1. Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. One person may hold the offices and perform the duties of more than one of said officers, except that one person shall not perform the duties and hold the offices of both President and Secretary.

2. Election; Term Of Office And Qualifications. The officers shall be chosen annually by the Board of Directors. Each officer shall be of lawful age. Each officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.

3. Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose.

4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at

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the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

6. The President. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

7. The Vice President. The Vice President (if one shall be elected) shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

8. The Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

9. The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

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10. Compensation. Officers shall not receive any compensation from the Association for their services as officers.

ARTICLE VII

OPERATION OF THE PROPERTY

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 of Directors.

(b) Preparation and Approval of Budget. Each year the Board of Directors 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 of Directors 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 Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen days in advance of the fiscal year to which the budget applies or to when the quarterly reassessment will take effect. The said 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. One-twelfth of the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the

12/16/85

Owners of Units by the Board as of the first day of each month throughout the fiscal year. Such assessments may be reassessed as changes in expected utility costs occur. Assessments shall be made on these dates against each Owner in proportion to his undivided interest in the Common Areas, and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's undivided interest, be credited according to each owner's undivided interest in the Association to the next monthly installment due from owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's undivided interest to the installments due in the months after the rendering of the accounting.

(d) Reserves. The Board of Directors may build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which may 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 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 assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective percentage votes in the Association, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors 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 (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Hillsborough County Registry of Deeds and ending on the last day of the fiscal year in which their election

BK 3508 P0532

5/17/85

occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. In addition, each new owner shall at the time of taking title, pay to the Association a sum equal to two months' assessment as working capital for the Association.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his 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 a new annual or adjusted budget shall have been adopted.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VII. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within ten (10) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of the maximum allowable fee under the Condominium Act shall be required as a prerequisite for issuance of such a statement. Said fee presently equals \$10.00. If a mortgagee of a first mortgage of record or purchaser of a Condominium Unit obtains title to the Condominium 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 pur-

BX 3508 PG0533

chaser, its successors and assigns shall not be subject to a lien for, the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common 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 undivided interests.

3. Penalties for Nonpayment of Assessments; Collection. As provided in Section 1 of this Article VII, monthly installment payments of assessed Common Expenses shall be due on or before the first day of each month. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but need not) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine and may, in the discretion of the Directors, carry a late charge in the amount of \$25.00 or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorneys' fees for collection as hereinafter provided. The Board of Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any Owner which remain unpaid for more than ten (10) days from the due date for payment thereof.

4. Maintenance and Repair. (a) By the Board of Directors. Except as otherwise provided in Section 4(b) below, the Board of Directors 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 such expense shall be charged to such Owner), of all of the Common Area, whether located inside or outside of the Units, the cost of which shall be charged to all Owners as a Common Expense.

(b) By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other. In addition, each Owner shall be responsible for performing the normal

EX 3508 PG 0534

5/17/85

maintenance for any Limited Common Area pertaining to his Unit including keeping it in a clean, neat and sanitary condition. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of the same quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the Board of Directors.

(d) Snow Removal; Maintenance of Parking Area and Parking Spaces. The Board of Directors shall be responsible for the maintenance, repair and removal of snow from the parking area and parking spaces of the Condominium. In order to facilitate this maintenance, vehicles must be removed from parking spaces and the parking areas during periods of time as posted for maintenance and snow removal. The Board of Directors may direct vehicles of Unit Owners and their licensees parked in violation of such posted no parking periods to be towed at the Owner's expense and the Owners and licensees shall have no claim for any damage to their vehicles as a result of such towing. Vehicles will not necessarily be towed to allow snow removal; but the Owner of a vehicle shall become responsible for snow removal in a parking space occupied by his vehicle during plowing.

5. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the Owners holding a majority of the votes in the Unit Owners Association, the Board of Directors 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 improvements costing Ten Thousand Dollars (\$10,000) or less during any period of twelve (12) consecutive

BA 3508 P60535

months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or 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 of Directors.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his Unit or Limited Common Area, including the doors and windows, or of any fence, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

7. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over, and to establish rules governing, the use of the Units. Violation of any of such rules shall not be permitted and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator. Copies of such rules, which shall not be inconsistent with the Act, the Declaration or these Bylaws, shall be delivered to each Unit Owner.

8. Right of Access. An Owner shall grant a right of access to his Unit and adjacent Limited Common Area to the Board of Directors and the Manager, if any, and to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechan-

EX 3508 PG 0536

5/17/85

ical or electrical services or other Common Area in his 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.

ARTICLE VIII

INSURANCE

1. 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 Unit 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 Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Unit Owners, without naming them, and as Agent for their Institutional Lenders.

(b) Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Unit 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.

2. 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.

BK 3508 PG 0537

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Management Firm, 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 Unit 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 thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of a Unit 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 to 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. 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 Paragraph 1 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 improvement within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 2 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 paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 2 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees

BK 3508 P80538

5/17/85

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 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 unit owner and the holder of each unit's mortgage; and (x) shall contain the standard mortgage clause naming the mortgagees of the units.

4. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium 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 2(b) of this Article VIII. 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 Paragraph 2 above, and each Owner hereby

BX 3508 P60539

5/17/85

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. 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 Paragraph 2 hereof, of any such improvements.

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

5. Notice to Unit 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 Unit Owner by the Secretary of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Unit 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 Unit Owner.

ARTICLE IX

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of

BK 3508 PG 0540

5/17/85

the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

2. Procedure for Reconstruction and Repair. (a) Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners Association.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. Disbursements of Construction Funds. (a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.

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(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

(d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE X

SALES, LEASES, AND ALIENATION OF UNITS

1. 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 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 one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the undivided 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.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Unit, except as provided in Section 2 of Article VII, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners

BK 3508 PG 0542

5/17/85

Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within ten (10) days of receipt of such request by the Board or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

3. Statements to Prospective Purchasers. In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Owners Association, prior to the contract date of the disposition, the following:

(a) Appropriate statements pursuant to Section 2 of Article X hereunder and RSA 356-B:46, VIII;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners Association within the current or succeeding two 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 of Directors;

(d) A copy of the income statement and balance sheet of the Unit Owners 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 Unit Owners Association is a party defendant;

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

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

The Board of Directors shall furnish the statements prescribed above upon the written request of any prospective Unit

BK 3508 PG 0543

Owner within ten (10) days of the receipt of such request by the Board or the Manager.

ARTICLE XI

AMENDMENTS

1. Manner of Amendment. These Bylaws may be amended only by the vote of the Owners of Units to which 2/3rds of the voting power of the Association appertains, provided that no amendment to these Bylaws shall be effective which violates the provisions of Articles 9, 19 and 20 of the Declaration, which are hereby incorporated herein by reference.

2. Limitations Upon Amendment. No amendment of these Bylaws which purports to alter or affect the rights of the Declarant reserved in Articles 18, 18A or 18B of the Declaration shall be of any force or effect, and this Article XI may not be amended in any respect.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XIII

MORTGAGES

1. Notice to Board. An Owner who mortgages his Condominium Unit shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any 60 day delinquency in the payment of assessments or charges due from the Owner of the mortgaged Condominium Unit.

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12/16/85

3. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceedings.

4. Notice of Damage. The Board of Directors shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000) and the Board is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

6. F.H.L.M.C., F.N.M.A., First Mortgagees. Notwithstanding another provision of the Declaration, the Bylaws or the rules, Declarant and all subsequent Unit Owners hereby agree as follows:

(a) That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in the Declaration, such right of first refusal shall not impair the rights of a first mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) Sell or lease a Unit acquired by the first mortgagee through the procedures set forth in subsections (i) and (ii) above.

(b) That any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Declaration;

BK 3508 PG 0545

(c) That any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) Notwithstanding any other provision of the Declaration, the By-Laws or Residency Regulations, it shall require the prior written approval of the mortgagees holding mortgages recorded at the Hillsborough County Registry of Deeds constituting first liens on the Units to which 51% of the voting power in the Association appertains in order for the Association or its Board of Directors to be entitled to:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) partition or subdivide any Unit;
- (iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer 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 losses, except as provided by statute in case of substantial loss to the Units and/or Common Area.

(e) No provision of the By-Laws 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 portion thereof.

ARTICLE XIV

NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as

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12/16/85

the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Unit Owners Association, the Board of Directors or the Manager, if any, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of statutes, of the Declaration or of 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 Condominium Act.

ARTICLE XV

COMPLIANCE AND DEFAULT

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 any amendments of the same. A default by an Owner shall entitle the Unit Owners Association acting through the Board of Directors or the Manager, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules 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, which actions may be pursued singly or concurrently.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his 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 of Directors. 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.

Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be

BK 3508 PG 0547

entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules 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 privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(d) Interest. In the event of a default by any 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 the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owners in the amount of \$25.00 or such other amount as the Board of Directors may determine.

(e) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager, if any, the right, in addition to any other rights set forth in these Bylaws: (a) 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 provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) 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.

BK 3508 P50548

12/16/85

ARTICLE XVI

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.
2. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.
6. Interpretation. The provision of these By-Laws shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

The foregoing were adopted as the By-Laws of Meadowview Estates Condominium Owners' Association, a condominium association, not for profit, organized under the laws of the State of

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12/16/85

New Hampshire, at the first meeting of the Board of Directors on
the day of 1985.



Secretary

APPROVED:



President

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MEADOWVIEW CONDOMINIUM - PHASE I

Table of Percentage Undivided Interest
in Common Areas and Percentage
Vote in the Association

| <u>Unit Identification</u> | <u>Square Footage of Each Unit</u> | <u>Percent Undivided Interest in Common Area and Percentage Vote in the Association For Each Unit</u> |
|--------------------------------|------------------------------------|---|
| 30 Units Comprising Phase I | 1,660 | 3.33% |

Total: 100%

BK 3508 PG 0551

RESIDENCY REGULATIONS OF
MEADOWVIEW ESTATES CONDOMINIUM

1. The submitted land and any additions to the existing submitted land are 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.

BK 3508 PG 0552

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-

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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.

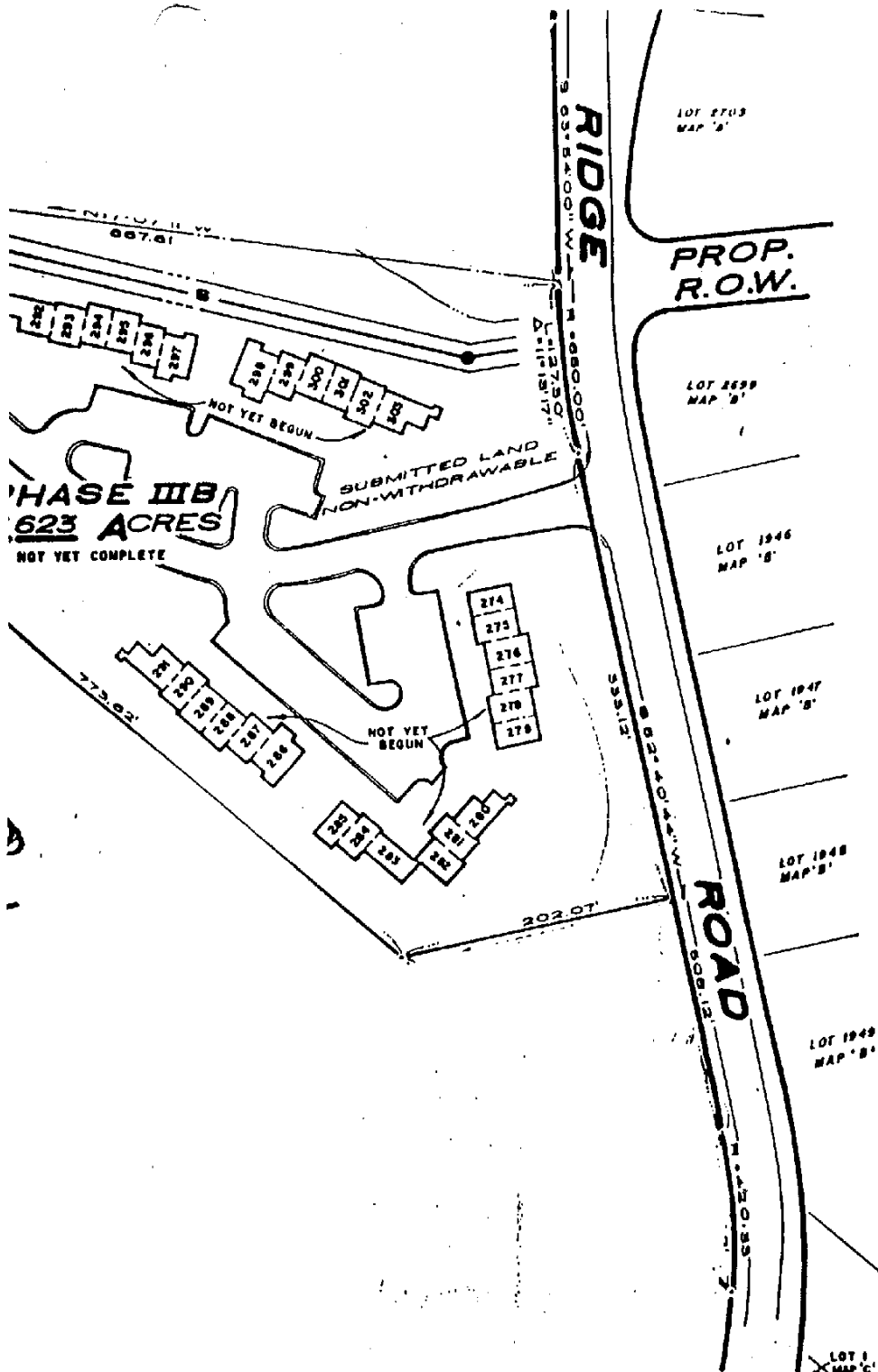
12. Owners may lease their units by written lease for no less than 30 days. Occupancy under lease shall only be by the tenant and his family or guests. All such leases or rentals shall be subject in all respects to these Residency Regulations and the Condominium Documents.

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.

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FOR MY CERTIFICATIONS AS REQUIRED UNDER
NH RSA 286B:20 AND 286B:21, SEE SHEET 4 OF 4,
THIS PACKAGE.

DATE

SITE & PHASING PLAN

Meadowview Estates

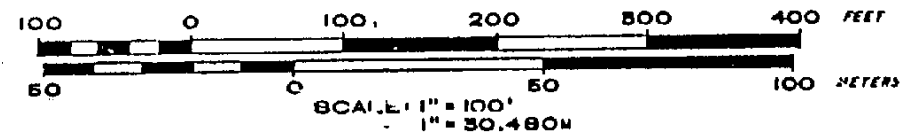
CONDOMINIUM

MIDDLE DUNSTABLE ROAD
NASHUA, NEW HAMPSHIRE

PREPARED FOR:

BRADGATE ASSOCIATES INC

14 NORTHBRIDGE BUSINESS CNTR., 74 NORTHEASTERN BLVD., NASHUA, N. H.



23, DECEMBER 1985



ALLAN H. SWANSON, INC.
LAND SURVEYORS - PLANNERS - ENGINEERS
3 CONGRESS STREET - NASHUA, NEW HAMPSHIRE 03062

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Barry D. Heller
Harvard Management Solutions
P.O. Box 2019
Merrimack, NH 03054

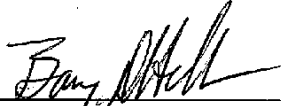
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24.37

**MEMORANDUM OF FILING FOR
ASSOCIATION AMENDMENT TO DECLARATION**

NOW COMES Barry D. Heller, duly authorized agent of the Meadowview Estates Condominium Association, Nashua, New Hampshire, in accordance with the Meadowview Estates bylaws, Article XI and Article 9-300 of the Declaration, and New Hampshire RSA 356-B:34, and states the following:

The Bylaws of the Meadowview Estates Condominium Association is hereby amended according to the following 3 pages.

Witness my hand this 6th day of April, 2005.



Barry D. Heller
duly authorized Agent of
Meadowview Estates Condominium Association



Witness

BK7438P61296

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
AMENDMENT TO BYLAWS
Nashua, New Hampshire
March 23, 2003**

AMENDMENTS TO THE BYLAWS

The following paragraph of the Bylaws of the Meadowview Estates Condominium Association as recorded in the Hillsborough County Registry of Deeds at Book 3508, Page 532 is hereby amended as follows:

**Article VII
OPERATION OF THE PROPERTY**

Delete the existing Section 1 (e) and replace as follows:

- (e) Initial Assessment. Upon the transfer or sale of any unit at the Condominium the buyer of said unit will be assessed the sum equal to two (2) months current condominium fees as a contribution to the capital of the association and/or an operating reserve. This assessment is to be collected at closing by the selling or conveying party or his agent and is to be delivered to the Unit Owners' Association or its agent within 5 days of recording of the unit deed.

End of Amendment to Bylaws

BK 7438 PG 1297

Executed this 5th day of April, 2005

William D. Evarts
President: William Evarts

Ken Morey
Treasurer: Ken Morey

State of New Hampshire
County of Hillsborough

Personally appeared before me: William Evarts and Ken Morey, duly elected officers of the Meadowview Estates Condominium Association, and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Dated:

Constance C. Roberts
Notary Public

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

BK7438PG1298

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION CERTIFICATION OF VOTE

On March 23, 2005, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Annual Meeting of the Meadowview Estates Condominium Association was held at the clubhouse on the property in Nashua, New Hampshire. The purpose of the meeting was to conduct the annual meeting and to consider an amendment to the Condominium Bylaws proposed to the membership pursuant to Article 9-200 of the Declaration.

The total number of units is 184. The number of owners present at the meeting either in person or by proxy was 146, representing 79.81% of the voting power for the Association. This constituted a quorum for the meeting, and for amendment of the documents. Said number being sufficient for amending the condominium instruments pursuant to RSA 356-B:34 and the Declaration of the Association. The following votes were taken and recorded:

1. To approve, agree, adopt an amended Article VII, Section 1(e) of the Bylaws as provided in the attached amendment:

| | |
|----------------------------------|----------------------|
| Voting in favor of the amendment | - 134 units (73.44%) |
| Voting against the amendment | - 9 units (4.69%) |
| Abstaining from voting | - 3 units (1.68%) |

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

End of amendment votes.

I, Barbara Chenevert, the Secretary of the Association hereby certify that the meeting held on March 23, 2005, in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendment was voted and approved, and this amendment does not affect the rights of any first mortgage holders. The above vote was taken and available for inspection upon request.

Dated:


Secretary: Barbara Chenevert

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: (603) 429-2019

BK7438P61299

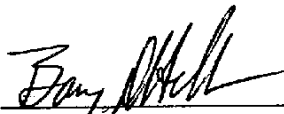
Barry D. Heller
Harvard Management Solutions
P.O. Box 2019
Merrimack, NH 03054

**MEMORANDUM OF FILING FOR
ASSOCIATION AMENDMENT TO DECLARATION**

NOW COMES Barry D. Heller, duly authorized agent of the Meadowview Estates Condominium Association, Nashua, New Hampshire, in accordance with the Meadowview Estates bylaws, Article XI and Article 9-300 of the Declaration, and New Hampshire RSA 356-B:34, and states the following:

The Bylaws of the Meadowview Estates Condominium Association is hereby amended according to the following 3 pages.

Witness my hand this 6th day of April, 2005.



Barry D. Heller
duly authorized Agent of
Meadowview Estates Condominium Association



Witness

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
AMENDMENT TO BYLAWS
Nashua, New Hampshire
March 23, 2003**

AMENDMENTS TO THE BYLAWS

The following paragraph of the Bylaws of the Meadowview Estates Condominium Association as recorded in the Hillsborough County Registry of Deeds at Book 3508, Page 532 is hereby amended as follows:

**Article VII
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Delete the existing Section 1 (e) and replace as follows:

- (e) Initial Assessment. Upon the transfer or sale of any unit at the Condominium the buyer of said unit will be assessed the sum equal to two (2) months current condominium fees as a contribution to the capital of the association and/or an operating reserve. This assessment is to be collected at closing by the selling or conveying party or his agent and is to be delivered to the Unit Owners' Association or its agent within 5 days of recording of the unit deed.

End of Amendment to Bylaws

Executed this 5th day of April, 2003

William D. Evarts
President: William Evarts

Ken Morey
Treasurer: Ken Morey

State of New Hampshire
County of Hillsborough

Personally appeared before me: William Evarts and Ken Morey, duly elected officers of the Meadowview Estates Condominium Association, and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Dated:

Constance C. Roberts
Notary Public

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION CERTIFICATION OF VOTE

On March 23, 2005, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Annual Meeting of the Meadowview Estates Condominium Association was held at the clubhouse on the property in Nashua, New Hampshire. The purpose of the meeting was to conduct the annual meeting and to consider an amendment to the Condominium Bylaws proposed to the membership pursuant to Article 9-200 of the Declaration.

The total number of units is 184. The number of owners present at the meeting either in person or by proxy was 146, representing 79.81% of the voting power for the Association. This constituted a quorum for the meeting, and for amendment of the documents. Said number being sufficient for amending the condominium instruments pursuant to RSA 356-B:34 and the Declaration of the Association. The following votes were taken and recorded:

1. To approve, agree, adopt an amended Article VII, Section 1(e) of the Bylaws as provided in the attached amendment:

| | |
|----------------------------------|----------------------|
| Voting in favor of the amendment | - 134 units (73.44%) |
| Voting against the amendment | - 9 units (4.69%) |
| Abstaining from voting | - 3 units (1.68%) |

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

End of amendment votes.

I, Barbara Chenevert, the Secretary of the Association hereby certify that the meeting held on March 23, 2005, in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendment was voted and approved, and this amendment does not affect the rights of any first mortgage holders. The above vote was taken and available for inspection upon request.

Dated:


Secretary: Barbara Chenevert

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: (603) 429-2019

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Barry D. Heller
Harvard Management Solutions
P.O. Box 2019
Merrimack, NH 03054

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2-
2437

RECEIVED AND RECORDED
HILLSBOROUGH COUNTY REGISTRY OF DEEDS
Judith A. MacDonald
JUDITH A. MACDONALD, CPO, REGISTRAR

**MEMORANDUM OF FILING FOR
ASSOCIATION AMENDMENT TO DECLARATION**

NOW COMES Barry D. Heller, duly authorized agent of the Meadowview Estates Condominium Association, Nashua, New Hampshire, in accordance with the Meadowview Estates bylaws, Article XI and Article 9-300 of the Declaration, and New Hampshire RSA 356-B:34, and states the following:

The Bylaws of the Meadowview Estates Condominium Association is hereby amended according to the following 3 pages.

Witness my hand this 10th day of July, 2003.

Barry D. Heller

Barry D. Heller
duly authorized Agent of
Meadowview Estates Condominium Association

Sherry M. Mox
Witness

BK6987PG2796

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
AMENDMENT TO BYLAWS
Nashua, New Hampshire
June 21, 2003**

AMENDMENTS TO THE BYLAWS

The following paragraph of the Bylaws of the Meadowview Estates Condominium Association as recorded in the Hillsborough County Registry of Deeds at Book 3508, Page 521 are hereby amended as follows:

**Article III
MEETINGS OF THE ASSOCIATION**

Delete the existing Section 2 and replace as follows:

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by regular first class United States Mail, postage pre-paid, to all Unit 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.

BK6987PG2797

Delete the existing Section 4 and replace as follows:

4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instrument at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held at a date, time and place as the Directors may determine and notice of such meeting shall be provided to all Unit Owners pursuant to paragraph 2 above.

End of Amendment to Bylaws

Executed this 10 day of July, 2003

William D. Everts
President: William Everts

Kenneth A. Morey
Treasurer: Ken Morey

State of New Hampshire
County of Merrimack

Personally appeared before me: William Everts and Ken Morey, duly elected officers of the Meadowview Estates Condominium Association, and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Dated:

Constance C. Roberts
Notary Public

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

BN 6987PG2798

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION CERTIFICATION OF VOTE

On June 21, 2003, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Annual Meeting of the Meadowview Estates Condominium Association was held at the clubhouse on the property in Nashua, New Hampshire. The purpose of the meeting was to conduct the annual meeting and to consider amendments to the Condominium Bylaws proposed to the membership pursuant to Article 9-200 of the Declaration.

The total number of units is 184. The number of owners present at the meeting either in person or by proxy was 142. This constituted a quorum for the meeting, and for amendment of the documents. Said number being sufficient for amending the condominium instruments pursuant to RSA 356-B:34 and the Declaration of the Association. The following votes were taken and recorded:

1. To approve, agree, adopt and amend Article III, Section 2 of the Bylaws as provided in the attached amendment:

Voting in favor of the amendment – 141 units (76.2%)

Voting against the amendment - 1 unit (0.6%)

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

2. To approve, agree, adopt and amend Article III, Section 4 of the Bylaws as provided in the attached amendment:

Voting in favor of the amendment – 137 units (74.0%)

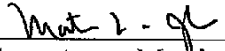
Voting against the amendment - 5 units (2.8%)

Pursuant to article 9-200 of the Declaration, more than 66 2/3 percent of the voting of unit owners approved and agreed to the amendment, and the Amendment was approved.

End of amendment votes.

I, Martin Jack, the Secretary of the Association hereby certify that the meeting held on June 21, 2003, in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendments were voted and approved, and these amendments do not affect the rights any first mortgage holders. The above vote was taken and available for inspection upon request.

Dated: 08 July 2003


Secretary: Martin Jack

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: (603) 429-2019

DK6987PG2799

039 Mark Connolly

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
POLICY RESOLUTION 062008
VEHICLE AND PARKING REGULATIONS FOR UNITS #60-#86
STILLWATER DRIVE NASHUA, NH**

WHEREAS, Article IV, Section 1 (g) of the Meadowview Estates Condominium By-laws empowers the Board to provide for the operation, care and upkeep of the Common Areas, and

WHEREAS, Article IV, Section (h) allows the Board of Directors to establish, promulgate and enforce rules and regulations for the use of the Condominium, for its benefit and that of its owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, parking within the Condominium is limited and how it is necessary to preserve the health, welfare and safety of the residents on Stillwater Drive, the Board of Directors have established a policy for the use of the parking facilities within the Common Areas serving Stillwater Drive.

NOW THEREFORE BE IT RESOLVED THAT the following rules concerning vehicles and parking be adopted:

1. Each unit will be assigned two (2) parking spots per unit.
2. Garage units will have their garage and pad as their two (2) spaces.
3. Non garage have two (2) assigned parking spaces for their use only directly in front of their unit.
4. No vehicle other than those registered with Property Management as belonging to a unit, or a visitor of that specific unit, may use a parking space assigned to that unit.
5. There will be two (2) extra parking spaces located at the end of the lot for garage unit vehicles only.
6. There will be two (2) extra parking spaces located in front of the non garage units for their use only.
7. All units, including visitors to those specific units, from #60 through #86 Stillwater Drive are required to use their two (2) assigned parking spaces, one (1) of the two (2) extra spaces assigned to their building on a first come first serve basis, or park along the pond or the hill (not in the designated Fire lanes).
8. Any unit in violation of this Parking Resolution will be assessed a fifty dollar (\$50) fine, per occurrence, as well as removal of vehicle from the Condominium property without further notice and at the vehicle owner's expense.

The penalties imposed under this paragraph shall be an additional assessment against the unit, which may be enforced by all available remedies for collecting such assessments, including a lien against the unit.

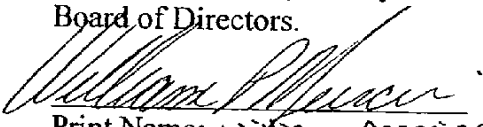
Adopted at a special meeting of the Board of Directors June 7, 2008

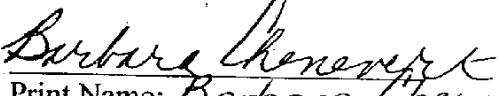
Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
(603) 429-2019

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION,
NASHUA, NH
CERTIFICATION OF VOTE**


On June 7, 2008, pursuant to the Bylaws of the Association, the Board of Directors of Meadowview Estates Condominium Association, met and discussed the Parking Regulations for the Common Areas of Stillwater Drive. The Board voted to adopt the attached Policy Resolution 062008, record it at the Registry of Deeds and publish it to the affected Unit Owners.

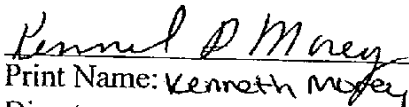
We, the undersigned Directors of the Meadowview Estates Condominium Association hereby certify that this Parking Resolution 062008 was duly adopted by the Board of Directors.


Print Name: William Mercier
Director William Mercier


Print Name: Barbara Chenevert
Director Barbara Chenevert


Print Name: George Veronis
Director George Veronis

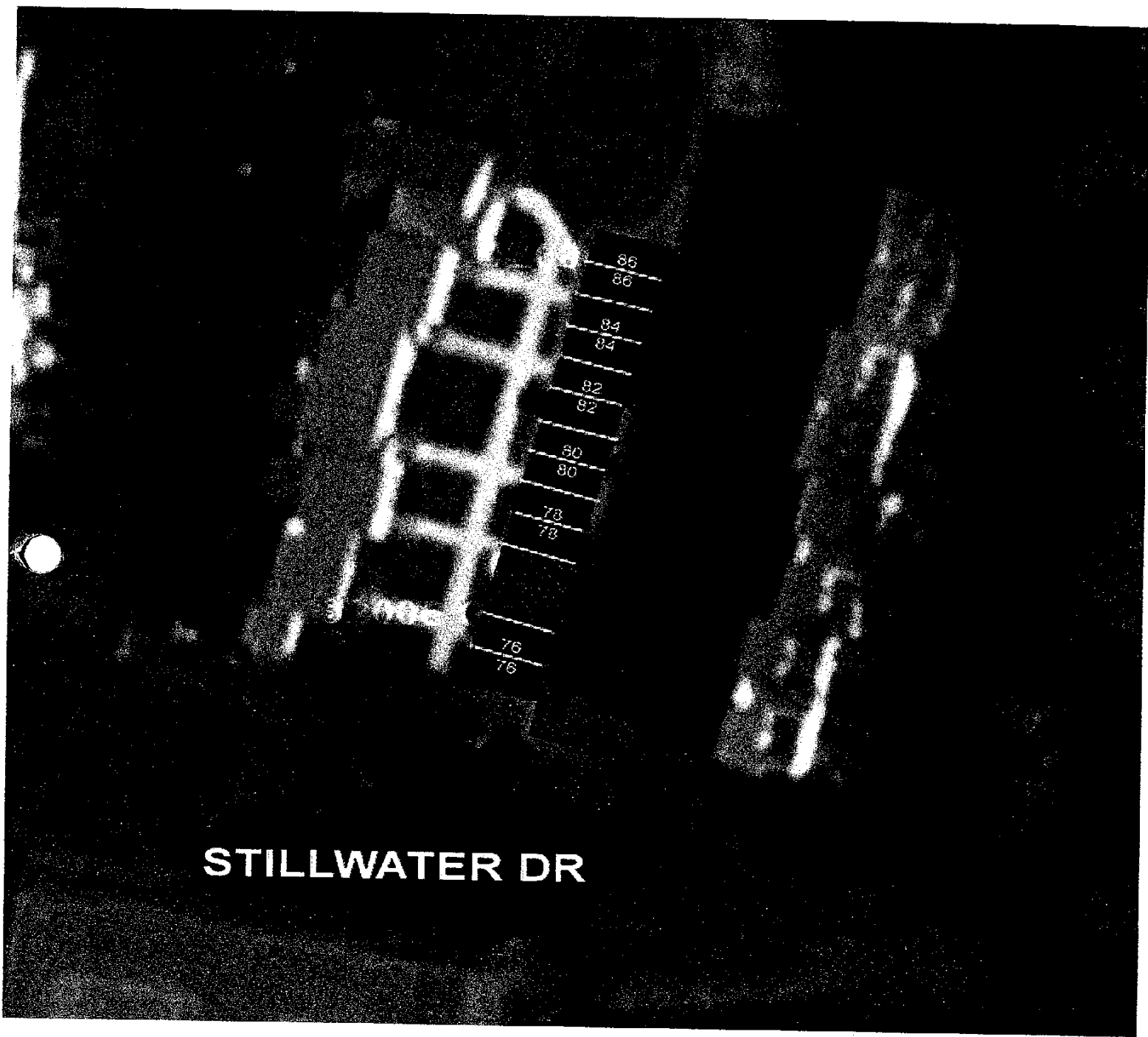

Print Name: William Evarts
Director William Evarts


Print Name: Kenneth Morey
Director Kenneth Morey

Print Name:
Director

Print Name:
Director

Contact: Meadowview Estates Condominium Association
C/O Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
Tel: 603-429-2019



STILLWATER DR



MEADOWVIEW ESTATES

CONDOMINIUM ASSOCIATION

NOTICE TO OWNERS #60 - #86 STILLWATER DRIVE

Date: January 20, 2010
From: Meadowview Estates Board of Directors
Re: Parking Procedures

The Board of Directors are lifting the parking restrictions implemented on Stillwater Drive in June 2008 effective immediately.

Owners and residents are still expected to use courtesy when parking in the Common Areas. Those homes that do not have garages should still expect to have two parking spaces near their units, regardless of how many vehicles they have or don't have. In addition, the Association has provided six new parking spots in hopes of alleviating any parking issues in your neighborhood.

As a reminder, both sides of the hill are deemed Fire Lanes and parking is not permitted. Any vehicle found parked on the hill will be at risk for towing at the vehicle owner's expense.

Should any problems arise with the lifting of these parking restrictions, we ask that you please notify Management or the Board. Thank you for your anticipated cooperation in this process.

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION

Stillwater Drive

Nashua, NH

April, 2011

**AMENDMENTS TO
VEHICLE AND PARKING RESIDENCY REGULATIONS**

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

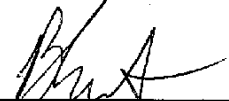
WHEREAS: Rule 14 requires 66 2/3rds of all owners to vote for any amendment to the Rules and

WHEREAS: Parking Rule 13 recorded at Book 7999 Page 487 and Book 8048 Page 2332, did not receive the necessary approval of the unit owners.

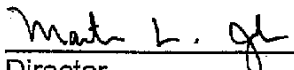
NOW THEREFORE: The Board of Directors hereby states that Parking Rule 13 as originally contained in the Residency Regulations recorded at Book 3508, Page 554 shall be considered in effect.

Adopted by the Board of Directors 4/20/2011.

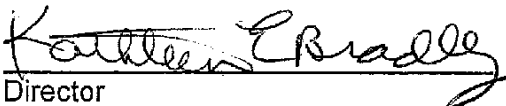
Effective as of the date recorded in the Hillsborough County Registry of Deeds.



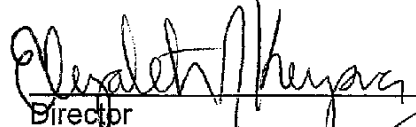
Director



Director



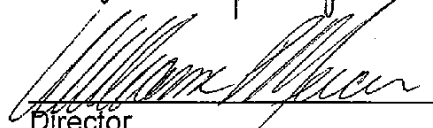
Director



Director



Director



Director

#069
MARK E. CONNELLY, ESQ.
43 N. MAIN ST. - STE 102
CONCORD, NH 03301

Doc # 9003125 Jan 27, 2009 1:39 PM
Book 8048 Page 2332 Page 1 of 3
Register of Deeds, Hillsborough County
Carmela D. Coughlin

**MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
NASHUA, NH
OCTOBER 15, 2008**

**AMENDED RESIDENCY REGULATIONS
VEHICLE AND PARKING REGULATIONS**

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

WHEREAS: Article 2 Section 2-400 and 2-401 of the Declaration define the "Common Area" as parking areas, the driveways and other land and interests in the land.

WHEREAS: Article 2 Section 2-707 of the Declaration permits the Association to adopt and amend, from time to time, Residency Regulations, Article IV. Section 1 (h) of the Bylaws grants to the Board of Directors the power to establish, promulgate and enforce the Residency Regulations and is consistent with RSA 356-B: 13 and RSA 356-B: 35.

WHEREAS: There has been much discussion and objection to Policy Resolution 062008 Vehicle and Parking Resolution for Stillwater Drive Units #60-#86 recorded at Book 7999, Page 487.

WHEREAS: Meadowview Estates Condominium has limited parking and that conflicts have resulted from residents using more than two (2) parking spaces per unit; and residency regulations are necessary to preserve the health, welfare and safety of the residents, to insure compliance with the Fair Housing Act and to provide all residents with equal use of the common elements of the Association.

NOW THEREFORE BE IT RESOLVED THAT: Policy Resolution 062008 "Vehicle and Parking Regulations for Units #60-#86 Stillwater Drive Nashua, NH dated June 7, 2008 and recorded at Book 7999, Page 487 is hereby REPEALED and the following Residency Regulations are hereby amended and adopted:

RULE 13: Parking and Use of Common Roadways:

- a. The condominium common property is private property and only authorized owners, residents, and their invitees may park or use the property subject to these Regulations.
- b. Each Building will have two (2) designated parking spaces per unit reserved for the use of the residents of that building only. In all cases spaces directly in front of or adjacent to a building will be reserved for use of that building only.
- c. If necessary, the Board of Directors reserves the right to designate and assign the two (2) parking spaces to each unit for the use of the residents of the unit.
- d. All units having a garage as part of their unit must use the garage for vehicle parking and will be assigned the common driveway adjacent to the unit as their additional parking space.

- e. The Board of Directors shall designate visitor and handicapped parking spaces and may assign or reassign any parking spaces to comply with the Federal and State Fair Housing Act.
- f. Residents may park only in their assigned spaces or in any unassigned space on the property. Improperly parked vehicles may be towed without notice.
- g. All residents must move parked vehicles to accommodate snow plowing during the winter months. Failure to move a vehicle may result in the vehicle being towed without notice.
- h. Unassigned parking spaces may be used by any resident or visitor to the property subject to these parking rules.
- i. All residents must register all vehicles with the Board of Directors. Two (2) Blue Meadowview Estates Condominium primary parking decals will be issued for vehicles belonging to residents. These stickers shall be affixed to the vehicle. The maximum number of vehicles permitted per unit is two (2) except with the prior written consent of the Board of Directors. Any additional vehicles approved by the Board of Directors will be provided with and identified by a red parking decal.
- j. Only properly inspected and registered (with the state and condominium association) vehicles are to be parked within the designated parking areas.
- k. Properly registered business trucks or vans of reasonable size used in the daily occupation of the unit may be parked in specific areas with the prior written consent of the Board of Directors.
- l. Visitor parking is allowed in designated visitor spaces or unassigned parking spaces. Long term visitor parking is allowed on a space-available basis in the parking lot for no more than a five (5) day period with prior written permission of the Board of Directors.
- m. It is the responsibility of all unit owners to advise tenants, visitors and guests about all parking and vehicle rules.
- n. The speed limit in all areas of the Condominium is 15 MPH for all vehicles.
- o. No resident shall use park, store or leave boats, trailers of any kind, mobile homes, recreational vehicles, or similar articles or objects within the parking or Common areas except with the prior written consent of the Board of Directors.
- p. Motorcycles are required to utilize a parking space and "kick-stand plates" to prevent damage to the pavement.
- q. No parking is permitted in undesignated common areas, tow-away zones, or handicapped spaces. Vehicles blocking legally parked cars, driveways, dumpsters, fire zones, or those zones mentioned above will be towed without prior notice at the owner's expense.
- r. No vehicles may be parked overnight at the clubhouse/pool parking lot, without the prior written consent of the Board of Directors.
- s. No vehicles shall obstruct any vehicle on the Condominium property.
- t. No vehicles shall obstruct normal maintenance operations. Residents shall be notified of normal maintenance operations at least seven (7) days in advance, except for snow removal. Notification may be made via a hand-delivered/mailed/posted notice and/or publication in the Association's newsletter.
- u. No vehicle is allowed to park on or drive over or damage the grass or any other landscaped common property.
- v. Damage to common areas caused by vehicles (i.e. leaking fluids, damaged landscaping, pavement, buildings, structures, etc.) shall be assessed to the owner of the unit where vehicle causing the damage is visiting or resides.
- w. No major vehicle maintenance of any kind shall be performed in any common or limited common areas without the prior written consent of the Board of Directors.
- x. The Board of Directors, pursuant to Article IV Section 1(k) of the Bylaws, may delegate to the property manager any enforcement action or the granting of any permission.
- y. Requests for the prior written consent to any of the aforementioned rules must be made in writing addressed to the Board of Directors. Upon receipt of a written request, the Board of Directors shall review the request and respond within (10) days.

Violations of this Parking Resolution may result in a fine to the unit of \$50.00, for the first offense and a fine of \$75.00 for subsequent offenses as well as removal of the vehicle from the Condominium property without prior notice and at the vehicle owner's expense.

The Board of Directors and Property Management has the authority to charge the owner of the unit in which the violating vehicle(s) owner(s) resides with any cost incurred by the Association, including all damages to the common areas and reasonable attorney's fees and costs due to the violation. The penalties imposed under this paragraph shall be an additional assessment against the unit, which may be enforced by all available remedies for collecting such assessments, including a lien against the unit.


RULE 14: Amendments to Residency Regulations:


In accordance with the Declaration and Bylaws of the Association and New Hampshire Law, the Board of Directors may amend and adopt reasonable rules and regulations concerning the use of the units and common elements and shall provide to every unit owner of record and resident, copies of any new Residency Regulation and record such Residency Regulation in the Hillsborough County Registry of Deeds prior to its effective date.

END OF AMENDMENT TO RESIDENCY REGULATIONS


Adopted by the Board of Directors October 15, 2008

Effective as of the date recorded in the Hillsborough County Registry of Deeds.


Director William D. Evarts


Director Kenneth A. Morey


Director Barbara Chenevert


Director Sneha Jacobs


Director William Mercier

Director

Meadowview Estates Condominium Association
c/o Harvard Management Solutions, Inc.
P.O. Box 2019
Merrimack, NH 03054
(603) 429-2019

69
Mark Connelly

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
Stillwater Drive
Nashua, NH
April, 2011

**AMENDMENTS TO
VEHICLE AND PARKING RESIDENCY REGULATIONS**

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

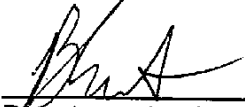
WHEREAS: Rule 14 requires 66 2/3rds of all owners to vote for any amendment to the Rules and

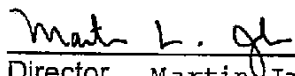
WHEREAS: Parking Rule 13 recorded at Book 7999 Page 487 and Book 8048 Page 2332, did not receive the necessary approval of the unit owners.

NOW THEREFORE: The Board of Directors hereby states that Parking Rule 13 as originally contained in the Residency Regulations recorded at Book 3508, Page 554 shall be considered in effect.

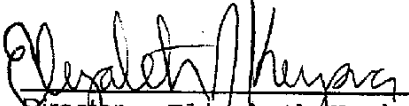
Adopted by the Board of Directors 4/20/2011.

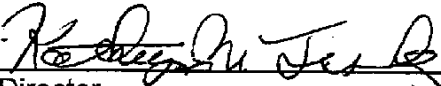
Effective as of the date recorded in the Hillsborough County Registry of Deeds.

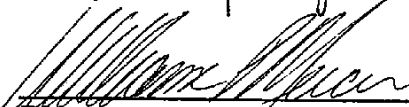

Director William Evart - Meadowview
Estates Condo


Director Martin Jack - Meadowview Estates
Condo


Director Kathleen Bradley - Meadowview
Estates Condo


Director Elizabeth Kuziner - Meadowview
Estates Condo


Director Kathryn M. Fisher - Meadowview
Estates Condo


Director William Mercier - Meadowview
Estates Condo

COPY

#069

MARK CONNELLY

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION
Stillwater Drive
Nashua, NH
June, 2011

AMENDMENT TO RULE 14

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds.

WHEREAS: Rule 14 requires 66 2/3rds of all owners to vote for any amendment to the Rules, and the amendment to this rule recorded at Book 8048 Page 2334 did not receive the necessary approval of the unit owners and is void.

NOW THEREFORE: The Board of Directors hereby states that Rule 14 as originally contained in the Residency Regulations recorded at Book 3508, Page 554 remains in effect.

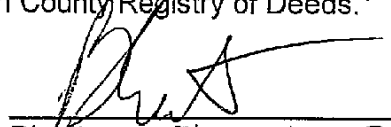
Adopted by the Board of Directors June 15, 2011.


Effective as of the date recorded in the Hillsborough County Registry of Deeds.



Director Kathleen E. Bradley
Meadowview Estates Condo Assn.


Director Elizabeth P. Kuzma
Meadowview Estates Condo Assn.


Director VIJESH SHETTIGAR
Meadowview Estates Condo Assn.


Director William E. Evans
Meadowview Estates Condo Assn.


Director William P. Mercer
Meadowview Estates Condo Assn.


Director Martin L. Jack
Meadowview Estates Condo Assn.

Carmela O. Coughlin

COPY

#069

MARK

CONNELLY

MEADOWVIEW ESTATES CONDOMINIUM ASSOCIATION

Stillwater Drive

Nashua, NH

June, 2011

AMENDMENTS TO RULES

WHEREAS: The Meadowview Estates Condominium Association located in Nashua, New Hampshire is governed by New Hampshire Statute and the Declaration and Bylaws recorded at Book 3508, Page 468 in the Hillsborough County Registry of Deeds.

WHEREAS: The Residency Regulations are recorded at Book 3508, Page 552 in the Hillsborough County Registry of Deeds,

WHEREAS: Rule 14 requires approval of 66 2/3rds of all owners to vote for any amendment to the Rules,

NOW THEREFORE: As of June 7, 2011, 68.64% of all unit owners voted and approved in writing the attached Rules and Regulations dealing with:

Tennis Court & TOT Lot Rules and Regulations,

Pool Rules and Regulations

Clubhouse Usage Agreement

All other Rules and Regulations remain in effect.

I hereby certify that at least 66/2/3 of all unit owners have approved in writing of these amended rules and regulations and thus pursuant to Rule 14, these rules are hereby adopted this 15th day of June 2011.

Kathleen E. Bradley

BY: Kathleen E. Bradley

Secretary/Clerk

The Meadowview Estates

Condominium Association

MEADOWVIEW ESTATES CONDOMINIUMS

TENNIS COURT & TOT LOT

RULES AND REGULATIONS

To reduce the possibilities of contact with waste excrement or personal injury by pet animals, certain Common Areas where people often walk or children often play on the grass are off limits to all pet animals at all times. The following areas are **OFF LIMITS TO PET ANIMALS AT ALL TIMES**:

- The Tot Lot/Swimming Pool/Club House/Tennis Court complex and the grass areas within 20 feet of the complex,

Tennis Courts:

1. Tennis court hours are: 8:00AM – 9:00PM.
2. The individuals of a unit and their guests may only use one court at a time.
3. Guests must be accompanied by a resident at all times.
4. Each individual must have a Resident or Guest Pass.
5. Maximum time lengths are as follows:
 - 1 hour-singles
 - 1 and 1/2 hours-doubles
6. Only tennis shoes are allowed.
7. Skate boards or bicycles are not allowed on the tennis courts.

Tot Lot

1. No individuals over 12 years old may use the Tot Lot facilities.
2. The playground equipment must be used only in the manner for which it is intended.
3. Supervision of children and guests is the resident/parent's responsibility.
4. The owner of the unit responsible for committing vandalism to the facility shall be responsible for all repair costs.
5. Use of the playground facilities and its equipment is at users own risk. The Meadowview Estates Condominium Association, it's Board of Directors and Management Company shall be indemnified from any and all claims of injury, etc., as a result of use of said facilities and equipment.

MEADOWVIEW ESTATES

POOL RULES AND REGULATIONS

Pool Is Open Memorial Day Weekend and Closes After Labor Day

Pool Hours 8:00AM – 9:00PM

SWIM AND USE POOL AT OWN RISK-NO LIFEGUARD ON DUTY...ANY VIOLATION OF THESE RULES MAY RESULT IN SUSPENSION OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE BOARD.

1. The Condominium Management Company issues resident keys. Each individual owner/resident must have a key in their possession to use the pool. The Guest limit is 4. An adult resident must accompany all guests (both children and adults) at all times. An adult is defined as being 18 or older.
2. A key can only be obtained if condo fees are current. Failure to maintain your account current will result in loss of the key.
3. Members of the Board of Directors or the Management have the authority to request rule violators to either comply with the rules or leave the pool area.
4. Showers are required before entering the pool. A shower stall with warm water is provided at the pool.
5. No glass or breakable items are permitted in the pool area.
6. No alcohol beverages allowed at poolside
7. No swimming during thunder storms
8. Children 14 and under must be accompanied by an adult.
9. Flotation devices are limited to those that assist non-swimmers. No rafts or tubes are allowed due to limited space in the pool.
10. Only battery operated appliances or components are allowed.
11. No radios or televisions may be used without headphones.
12. No pets are allowed in the pool or within the interior fenced pool area.
13. Babies of "diaper age" are not permitted in the pool without a cloth diaper and rubber pants. (Swim diapers or their equivalent must be worn, if necessary)
14. Only swimming suits are allowed. No cutoffs or unfinished seams are allowed in the pool.
15. Individuals with skin ailments, nasal or ear discharges, colds or any communicable disease are prohibited from entering the pool. Individuals with shoulder length hair or longer are requested to wear bathing caps.
16. Running, horseplay or excessive splashing is prohibited.

17. No cigarettes are to be extinguished on the patio or in the pool. (Smokers must provide their own ashtray).

18. The depth marker rope is not to be removed.

19. Admittance of non-keyholders is strictly prohibited unless accompanied by an adult key-holding resident.

Signed and accepted:

Resident

Unit

Date

Names and ages of children:
