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CONDOMINIUM DECLARATION

THE OAKLANDS CONDOMINIUM

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CONDOMINIUM DECLARATION
THE OAKLANDS CONDOMINIUM

CONDOMINIUM DECLARATION dated this 7th day of October, 1981, by RICHARD K. BENNETSON, TRUSTEE OF OAKLANDS TRUST, under Declaration of Trust dated August 10, 1981, recorded in Rockingham County Registry of Deeds in Book 2395, Page 1037, of 7B Commercial Wharf West, Boston, Massachusetts (herein called "Declarant" or the "Developer").

RECITALS: Declarant is the owner in fee simple of the parcel of land, located in the Town of Exeter, County of Rockingham, State of New Hampshire, on the Easterly side of Epping Road, and including Brookside Drive, all as described on Exhibit A attached hereto and made a part hereof. The property as described on Exhibit A is herein referred to as the "Property".

Reference is made to the following plans: (a) Condominium Site Plan, entitled "The Oaklands Condominium - Building 1 through 6 - Epping Road, Exeter, New Hampshire", dated September 10, 1981, by Suntree Design Group Limited, recorded in Rockingham County Registry of Deeds as Plan No. D-10415 (hereinafter called the "Site Plan"); and (b) plan entitled "The Oaklands Condominium - Epping Road, Exeter, New Hampshire", dated September 15, 1981, by Comprehensive Architectural Services, Inc., recorded in Rockingham County Registry of Deeds as Plan No. D-10415 (hereinafter called the "Floor Plan").

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

1. Name of Condominium. The condominium established hereby shall be known as "The Oaklands Condominium".

2. Location. The condominium is located in the Town of Exeter, County of Rockingham, State of New Hampshire.

3. Description of Property. The Property is described on Exhibit A attached hereto and made a part hereof.

4. Division of Property. The Property, together with all buildings and improvements thereon, is hereby divided into 72 separate freehold condominium units, contained in six separate buildings. As shown on the Site Plan, the buildings are numbered 1 through 6 consecutively, and each building contains 12 units. The units in each building are numbered with two numerical designations, the first denoting the number of the building in which the unit is located, and

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the second indicating the location of that unit in the building. Within each building, the units are numbered consecutively 1 through 12, with units 1 through 4 on the ground floor, 5 through 8 on the first floor and 9 through 12 on the second floor. For example, Unit 3-4 is located on the ground floor of building 3. A more detailed summary of the unit numbers is set forth on Exhibit B attached hereto and made a part hereof. The layout, location, numerical designation, dimensions and area of each unit is shown on the Floor Plan.

The boundaries of each ground floor unit (i.e. units numbered 1 through 4 in each of the six buildings) are defined as the interior face of vertical wall studs, the topmost face of gypsum board ceilings and the underside of concrete floor slabs. The boundaries of all first and second floor units (i.e. units numbered 5 through 12 in each of the six buildings) are defined as the interior face of vertical wall studs, the topmost face of gypsum board ceilings and the underside of flooring which coincides with top surface of floor joists. All perimeter doors and windows* and all wallboard, finished wall coverings, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls and ceilings, situated within each unit, shall be deemed to be a part of said unit. All space, interior partitions and other fixtures and improvements within the boundaries of a unit shall be deemed to be a part of that unit, except such shutes, flues, ducts, conduits, wires, bearing walls and other apparatus which are located

*(including the exterior surface of perimeter doors and the interior unfinished surface of the door frame, and the exterior surface of the glass and sash of perimeter windows and the interior unfinished surface of the window frame)

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wholly or partially within a unit and which serve (wholly or partially) any other unit or any portion of the common area shall be deemed to be a part of the common area. Each unit has immediate access to the corridor abutting the unit, said corridor being a limited common area, all as shown on the Floor Plan.

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

(a) All of the land described in Exhibit A hereto, together with the benefit and subject to all of the rights, easements, restrictions and agreements of record, if any, so far as the same may be in force, as described on Exhibit A hereto.

(b) All portions of the buildings not included within any unit, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from units to common areas, roofs, entrances and exits of the buildings, walls between units or between a unit and a common area within the buildings, and structural walls and other structural components contained entirely within any unit;

(ii) Installation of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto;

(iii) All shutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus located outside of any unit, or wholly or partially within any unit and serving more than one unit or any portion of the common area, as described in Paragraph 4 above;

(iv) The roadway known as "Brookside Drive" and parking areas; and

(c) Such additional common areas and facilities as may be defined in New Hampshire Revised Statutes Annotated Chapter 356-B.

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

(a) The storage bins located on the ground floor of each building as shown on the Floor Plan are hereby designated and set aside as limited common areas for the exclusive use of the unit in that building, each unit to have the exclusive use of the storage bin shown on the Floor Plan as bearing the same number as the unit number. The owner of each unit shall be responsible for keeping its appurtenant storage bin in a neat, clean and safe condition.

(b) The gas heating apparatus located in each unit is hereby designated and set aside as a limited common area (facility) for the exclusive use of the unit in which it is located.

(c) The corridors, stairways, entries and exits of each building as shown on the Floor Plan are hereby designated and set aside as a limited common area for the exclusive use of all units in the building in which said facilities are located.

(d) The expenses associated with maintaining and insuring each limited common area and facility shall be a common expense assessed equally to all units in the condominium in the same manner as common expenses for the common area (except as may be provided in an Amendment to this Declaration as set forth in paragraph 21(b)(viii) below).

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7. Allocation of Undivided Interests ("Common Interests").

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

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8. Parking. Subject to regulation by the Board of Directors of the Association of Unit Owners (as set forth in the Condominium By-Laws to be recorded with this Declaration) the owner of each unit shall have the right, in common with others entitled thereto to park one personal vehicle in the parking areas of the condominium. The Board of Directors of said Association may in their discretion assign individual parking spaces to unit owners, and may designate visitor parking areas and shall otherwise supervise and manage the orderly use of the parking areas.

9. Easements.

(a) Each unit shall have appurtenant thereto non-exclusive easements in the common areas designed for such purposes for ingress to, egress from, and utility services for such unit, and in the other common areas for their use according to their respective purposes, subject always to the exclusive or limited use of the limited common areas as herein provided. If any unit or common area encroaches on any other unit or common area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist.

(b) Certain common areas will be subject to easements and rights of the Declarant in the event of conversion or withdrawal of any portion of the Property, said easements and rights being set forth in Paragraph 21 below.

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(c) To the extent permitted by New Hampshire Revised Statutes Annotated Section 356-B:12 11, as amended from time to time or any successor statute, the Board of Directors of the Association of Unit Owners, and the Association of Unit Owners itself shall have the irrevocable power as attorney in fact on behalf of all of the unit owners and their successors in title to grant easements through the common areas and accept easements benefitting the condominium or any portion thereof.

(d) The Association of Unit Owners shall have the right, to be exercised by its Board of Directors or any officer or other agent, to enter each unit and the limited common areas from time to time during reasonable hours as may be appropriate for the operation of the condominium or at any time for making emergency repairs therein as may be necessary to prevent damage to any unit or a common area, or as may be necessary for the proper maintenance of the common areas.

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

(a) Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the zoning ordinances of the Town of Exeter.

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This restriction shall not apply to any portion of the property which may be withdrawn from the condominium by the Declarant or his successors in interest pursuant to Paragraph 21 below. Also, notwithstanding the restrictions of this subparagraph, the Declarant and his successors in interest may, until all of the units shall have been sold by the Declarant or such successor(s), use unsold units as models for purposes of promoting the sale or leasing of units.

(b) The architectural integrity of the buildings and the units shall be preserved, and to that end, no awnings, antennae, signs, banners or other devices, and no exterior change, addition, structure, projection, decoration or other feature which is visible from the exterior of a unit, shall be erected or placed upon or attached to the buildings or any unit, or any part of either. This subparagraph, however, shall not restrict the right of the owner(s) of each unit to decorate the interiors of the unit as said owner(s) may desire.

(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept within any unit for any commercial purpose. Dogs, cats or other household pets are permitted, except that their owners shall strictly comply with all rules and regulations concerning pets.

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as may be adopted by the Board of Directors of the Association of Unit Owners from time to time.

(d) The Board of Directors of the Association of Unit Owners may adopt detailed rules and regulations for the use and enjoyment of the common areas, for avoiding noxious or offensive activity which may disturb the occupants of any unit, and for the general governing of the project, consistent with, and not in conflict with, this Declaration and the By-Laws. All unit owners and their tenants, guests and licensees will strictly comply with said rules and regulations.

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

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If the Association of Unit Owners shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the By-Laws or any rules of the Association of Unit Owners after receiving written request to do so from any unit owner within the condominium, then any such unit owner may attempt to enforce said requirements by giving 10 days' prior written notice to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

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

12. Casualty Insurance and Damage. The Board of Directors of the Association of Unit Owners, as a common expense, shall at all times keep all buildings and other improvements comprising portions of the condominium insured against loss or damage by fire or other casualty by a master casualty policy (herein called the "Policy") in an insurance company authorized to do business in New Hampshire. The Policy will cover all insurable improvements forming part of the condominium, including all of the common areas and facilities and all of the units, and excluding only personal property of the unit owners therein, together with the service machinery, apparatus, equipment and installations located in the condominium.

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and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value, with a standard Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available (exclusive of land, footings, excavations, foundations and such other like items as are normally excluded from coverage). The Policy will cover (a) loss or damage by fire and other hazards covered by the standard Extended Coverage Endorsement, and (b) such other hazards and risks as the Board of Directors from time to time in their discretion shall determine to be appropriate, including but not limited to debris removal, costs of demolition, vandalism, malicious mischief, wind-storm and water damage, boiler and machinery explosion or damage and plate glass damage. The Policy shall name the Board of Directors of the Association of Unit Owners as loss payee, as Trustee for the unit owners (and their mortgagees as their interests may appear) according to the loss or damage to their respective units and appurtenant common interests. The Policy will provide, to the extent obtainable: (a) that the Policy may not be canceled or substantially modified without at least 30 days' prior written notice to the Board of Directors, each unit owner, and each unit mortgagee; (b) that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of, set off, counterclaim, apportionment, proration or contributions by reason of any other insurance held by any unit owner or mortgagee; (c) a provision waiving any right of subrogation by the insurer to any right of the Board of Directors of the Association of Unit Owners or the owner of any unit

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against any of them or any persons under them; (d) a provision that any loss shall be adjusted between the insurer and the Board of Directors of the Association of Unit Owners and the mortgagee of any unit directly affected by the loss; (e) a waiver of defense of invalidity on account of the conduct of any of the unit owners (or other occupants of units) over which the Board of Directors has no control; (f) exclude policies obtained by unit owners or their mortgagees from consideration under the "no other insurance" clause; and (g) a provision requiring the insurer, at the inception of the Policy and on each anniversary date thereof, to provide the Board of Directors with a written summary in laymen's terms, of the Policy, including the type of policy, a description of the coverage and limits, the amount of annual premium and the renewal dates. The Board of Directors shall provide this information to each unit owner on request.

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

(a) The Board shall thereupon contract to repair or rebuild the damaged portions of the building or buildings, including all units so damaged as well as the common areas, in accordance with plans and specifications therefor, which will restore the same to the design

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immediately prior to destruction, or if at any time reconstruction in accordance with said design is not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board of Directors and the mortgagee of record of any interest in a unit directly affected thereby; provided that if said modified plan eliminates any unit and such unit is not reconstructed, the Board shall pay to the unit owner and/or the unit owner's mortgagee, if any, as their interest may appear, the portion of said insurance proceeds allocable to said unit and shall disburse the balance of the proceeds as herein provided. The insurance proceeds shall be paid by the Board to the contractor employed for such work in accordance with the terms of a contract for construction. If the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding any common areas the Board of Directors is expressly authorized to pay such costs in excess of the insurance proceeds from any maintenance reserve held by the Board, and if such maintenance reserve is insufficient for this purpose, the Board shall levy a special assessment on all unit owners in proportion to their respective Common Interests. Any cost in excess

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of the insurance proceeds for the repairing or rebuilding of any unit shall be specially assessed against such unit and said special assessment shall be secured by the lien created by New Hampshire Revised Statutes Annotated Section 356-B:46 or any successor statute.

(b) The cost of the work shall, to the extent practicable, be determined in advance of performing it, by obtaining firm estimates or fixed fee contracts from a contractor or contractors. The management of the work and all payments shall be handled in a business-like manner, with the Board of Directors utilizing such architects, project managers or other consultants which they deem necessary or appropriate, and obtaining lien waivers and other reasonable requirements as conditions of payment.

(c) To the extent that any loss, damage or destruction to the buildings or other property is covered by insurance procured by the Board of Directors, the Board of Directors shall have no claim or cause of action for such loss, damage or destruction against any unit owner or lessee. To the extent that any loss, damage or destruction to the property of any unit owner or lessee is covered by insurance procured by such owner or lessee, such owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the

Board of Directors, the Association of Unit Owners,
or any other unit owner.

(d) Notwithstanding anything herein to the contrary, if the Association of Unit Owners votes to terminate the condominium pursuant to New Hampshire Revised Statutes Annotated Section 356-B:34 (subject to paragraph 20 below) the proceeds of the Policy will be distributed among the unit owners and their mortgagees as their respective interests may appear.

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

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liability for property of others, and such other risks as are customarily covered in similar projects.

The Board of Directors may in its discretion obtain and maintain on behalf of the Association of Unit Owners and as a common expense such other insurance as the Board of Directors or the Association shall deem desirable, including without limitation workmen's compensation.

14. Review of Insurance. The Board of Directors will review not less frequently than annually the adequacy of its insurance program and will, if requested by unit owners report to each unit owner in writing the Board's conclusions and actions taken, from time to time. Also, the Board of Directors shall provide each unit owner with notices describing each new policy of insurance and all amendments and terminations thereof, as and when occurring, in the same manner as it provides notices of Association meetings as set forth in the By-Laws, all as required by New Hampshire Revised Statutes Annotated, Section 556-B:15 II, or any successor statute.

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

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individual unit owners) shall be filed with the Board of Directors.

16. Notice to Board of Directors of Unit Owner's Improvements. Each unit owner shall notify the Board of Directors in writing of all improvements to his or her unit (except personal property other than fixtures) which exceed a total value of \$1,000.00, said notice to be given within 20 days after the commencement of construction of such improvement. Upon receipt of such notice, the Board of Directors shall notify the insurer under any policy obtained pursuant to the Paragraph 12 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the owner(s) of the improved unit. No unit owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise consented by unanimous vote of the Board of Directors.

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

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of Directors, who serve the Association without compensation. The foregoing shall not restrict the Board of Directors from purchasing at common expense such further fidelity coverage or the like as they shall determine.

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

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

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20. FHLMC/FNMA Compliance. Unless at least 67½ of the holders of the first mortgages of units in the condominium (based on one vote for each mortgage) or such greater number as is stated below as to any specific matter, shall have given their prior written approval, this Declaration, the By-Laws or any other condominium instruments (as defined by New Hampshire Revised Statutes Annotated Chapter 356-B) shall not be amended in any manner contrary to the matters set forth in this Section 20. Notwithstanding the provisions of the preceding Paragraph 19 or any other provision in this Declaration or the By-Laws to the contrary, the following requirements apply to the condominium:

(a) Unless all of the first mortgagees holding mortgages on the individual units in the condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the unit owners nor the Board of Directors of the Association of Unit Owners or the Association itself, shall take any of the following actions (by amendment to this Declaration or otherwise):

- (i) By act or omission, seek to abandon or terminate the condominium;
- (ii) Change the prorata interest or obligations of any individual unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards (except as provided in Paragraph 21 below), or (2) determining the prorata share of ownership of each unit

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in the common areas and facilities (except as provided in Paragraph 21 below);

(iii) Partition or subdivide any unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities (except as provided in Paragraph 21 below), provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;

(v) Use hazard insurance proceeds for losses to any property of the condominium (whether to units or to common areas) for other than the repair, replacement or reconstruction of such property of the condominium.

(b) Any first mortgagee who obtains title to a unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such unit's unpaid common expenses, charges or dues which accrued prior to the acquisition of title to such unit by the mortgagee.

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(c) In no case shall any provision of this Declaration or the By-Laws or any other condominium instrument give to a unit owner or any other party any priority over any rights of the first mortgagee of the unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation award for losses to or a taking of such unit and/or the common areas and facilities of the condominium.

(d) In the event any right of first refusal in case of the sale or lease of a unit is incorporated into this Declaration or any other condominium instruments, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) Foreclose or take title to a unit pursuant to the remedies provided in the mortgage;

(ii) Accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or

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(iii) Sell or lease a unit acquired by the first mortgagee through the procedures set forth in the preceding subsection (i) and (ii).

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 or the Association of Unit Owners and incorporated into this Declaration, the By-Laws and any other condominium instrument.

(f) The Declarant intends that the provisions of this Paragraph 20, and of Article VII, Section 5 of the By-Laws comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of New Hampshire Revised Statutes Annotated Chapter 356-B, all questions with respect thereto shall be resolved consistent with that intention.

21. Alterations to the Condominium.

(a) Withdrawable Land. Declarant for himself and his successors in interest hereby reserves the option to contract the condominium by withdrawing from the condominium all or part of the land described as "Parcel A" as

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described on Exhibit C attached to this Declaration, which parcel is also shown on the Site Plan as "Withdrawable Land", subject to the following restrictions and provisions:

- (i) Said option may be exercised by Declarant or Declarant's successors in interest at any time prior to the expiration of seven years from the date of the recording of this Declaration in the Rockingham County Registry of Deeds.
- (ii) Said option may be exercised without the consent or approval of any unit owners.
- (iii) The withdrawable land may be withdrawn in whole or in part, at one time or at different times. If at any time a portion, but not all, of the Withdrawable Land is withdrawn, the metes and bounds description of the area being withdrawn shall be determined by the Declarant (or his successor) in his or their sole discretion at the time of withdrawal (provided that no

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land may be withdrawn which is outside of the area designated as "Withdrawable Land" on the Site Plan).

(iv) Upon exercise of this option, the Declarant (or his said successor) will file a notice to that effect (which may be in the form of a unilateral amendment to this Declaration) in the Rockingham County Registry of Deeds.

(v) Upon exercise of this option, the land withdrawn shall no longer be a part of this condominium and the ownership of said land shall revert the Declarant or the Declarant's successor in interest free and clear of all encumbrances, equities, easements and ownership structure created by this Declaration, the By-Laws, the Site Plan, the Floor Plan or any other condominium instrument, and free and clear of all rights, claims, ownership or any other interest of any kind of any owner of a condominium unit in the condominium or of the Association of Unit Owners of the condominium.

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(vi) A legal description by metes and bounds of all the land to which the option to contract the condominium does not extend is set forth on Exhibit D attached hereto and made a part hereof.

(vii) Upon the withdrawal of any withdrawable land, the Declarant (and his said successors in interest in the withdrawn land) shall automatically acquire with the withdrawn land, without any further documentation, the following rights and easements which shall be appurtenant to the withdrawn land and shall inure to the benefit of the owners of the withdrawn land and their successors in interest:

A. A right, in perpetuity, of vehicular and pedestrian ingress and egress over Brookside Drive, including both normal vehicular and pedestrian ingress and egress; and, in addition, such ingress and egress for such trucks, equipment and materials as may be required for the clearing and development of the withdrawn land and the construction, maintenance and reconstruction of all improvements thereon.

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B. The right and easement to extend or improve Brookside Drive from time to time to the extent as may be necessary or desirable for the purpose of (i) improving the utility or convenience of the ingress and egress to and from the withdrawn land or (ii) obtaining the consent of the Exeter Planning Board or any other governmental body in connection with the withdrawal and development of the withdrawn land, including, but not limited to, subdivision approval and site plan review.

C. The right to tie into and utilize, on a shared basis, the existing sanitary sewer lines, water lines, electrical, gas lines and other utility lines, including but not limited to the right, in perpetuity, to enter onto the condominium property from time to time for the purpose of installing, maintaining, operating and replacing utility services of all kinds, and extensions of said services to the withdrawn land. The location of any such

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new lines or extensions shall be fixed so as not to interfere with the existing buildings, and after any such work the Declarant (or his successor) shall restore the surface of the ground to the level and grade as it existed immediately before such work was commenced. As a continuing condition of utilizing said easement the owner or owners of the withdrawn land shall reimburse to the Association of Unit Owners one half of the Association's actual costs, as and when incurred, of the required repair, maintenance and replacement of those portions of said lines which connect the withdrawn land to the main hook ups in or at Epping Road and through which the sewer, water, electrical power, gas or other services are transmitted to (and from) the withdrawn land and to (and from) the units created by this Declaration or any amendment under subparagraph (b) of this paragraph 21.

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D. The right and easement to construct or upgrade any improvements or other facilities within the condominium which may be required from time to time by the Town of Exeter Planning Board, Board of Adjustment or any other town body as a condition of approving the withdrawal or development of the withdrawable land (including, by way of example only, the installation of an emergency generator to the existing pumping station, or the provision of certain fencing and screening, if required). Said construction or upgrading will be at the expense of the owner or owners of the withdrawable or withdrawn land who are seeking said approvals, and any such improvements (other than any improvements on any withdrawn land) shall become the property of the Association of Unit Owners.

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(b) Convertible Land. The Declarant, for himself and his successors in interest, hereby reserves the option to develop additional units and common areas within the areas described as Parcel A on Exhibit C attached to this Declaration (also designated as "Convertible Land" on the Site Plan) on the following terms and conditions:

- (i) Said option may be exercised by Declarant or Declarant's successors in interest at any time and from time to time prior to the termination of the condominium as a whole, but not later than 5 years from the date of the recording of this Declaration in the Rockingham County Registry of Deeds.
- (ii) Said option may be exercised without the consent or approval of any unit owners.
- (iii) The maximum number of units that may be created within the convertible land shall be 132.
- (iv) Each portion of the convertible land, after conversion and construction of the additional condominium units therein, will be

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restricted to residential use and will become subject to all of the same covenants and restrictions as apply to all of the other units in the condominium, as they may be amended from time to time.

(v) Any structure erected on any convertible land after conversion will be compatible with structures on other portions of the condominium, in terms of quality of construction, principal materials to be used and architectural style. Said structures will be substantially similar to the existing units in the condominium, as regard to external appearance, visual similarity of materials and general construction quality.

(vi) Other improvements that may be made on each convertible land may include such roadways, parking areas, walkways, utility installations, tennis courts or other recreational amenities, as the Declarant (or his successors) shall in his sole discretion deem necessary or desirable in connection with the creation of the additional condominium units.

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(vii) All units created within each convertible land (hereinafter called the "new units") will be substantially identical to the corresponding units in other portions of the condominium (hereinafter called the "existing units") in terms of layout, size and quality.

(viii) The right conferred by this section shall also include the right to create and assign limited common areas for the exclusive use of units within the convertible land, including parking spaces, storage bins and other areas or facilities which should logically be assigned for the exclusive use of particular units. At his option, Declarant (or his successor) shall have the right to designate each building in the condominium (including all of those containing existing units and all of those containing new units) as a limited common element appurtenant to the units which said building contains and required that all common expenses attributable to the maintenance and repair of said building be henceforth chargeable only to those units occupying said building; and in this

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case all maintenance and replacement reserves existing at the time of said conversion shall be apportioned among and allocated to each of the buildings containing existing units, in equal shares, to be maintained as separate reserve accounts for each building (and each building's share of maintenance and replacement of common facilities outside of the buildings). Separate reserves will be established for each new building, to be funded by the owners of the new units within said building.

(ix) The conversion shall be effectuated by the recording of the appropriate document, executed unilaterally by the Declarant or his successor in interest, as set forth in New Hampshire Revised Statutes Annotated Sections 556-B:23 and 556-B:21 111, or any other or successor statutory provisions. The document will assign unit numbers to the new units in accordance with the same system as set forth in Paragraph 4 and Exhibit B of this Declaration for the existing units, with the first number denoting the number of the building and the second

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denoting the location of the unit within the building (with each new unit bearing the same number [1 through 12] as each existing unit in the analogous location in buildings 1 through 6). A common interest (undivided interest in the common areas) will be allocated to the new units and the common interest of the existing units will be adjusted as follows:

A. Each new unit will be assigned an initial stated value and initial common interest according to the second number in the unit number as follows:

Unit No.	Value	Initial Common Interest
1	\$42,900	1.3747%
2	42,900	1.3747%
3	34,900	1.1185%
4	40,900	1.3107%
5	44,900	1.4387%
6	44,900	1.4387%
7	44,900	1.4387%
8	44,900	1.4387%
9	44,900	1.4387%
10	44,900	1.4387%
11	44,900	1.4387%
12	44,900	1.4387%

B. The common interest of each new unit will be thereupon adjusted to a percentage which is the product of:

$$\frac{100 \times \text{Initial common interest of said unit}}{\text{Total of initial common interests of all new units plus the total of common interests of all existing units (prior to adjustment)}}$$

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The common interest of all existing units will be adjusted to a percentage which is the product of:

$$\frac{100 \times \text{Common interest of said unit (prior to the adjustment)}}{\text{Total of initial common interests of all new units (prior to the adjustment) plus the total of common interests of all existing units (prior to the adjustment)}}$$

Said common interests, as so adjusted, will be the common interests appurtenant to each unit in the condominium, following said conversion.

Upon the Declarant's exercise of his rights to convert under this subsection (b), the Declarant is prohibited from creating any units within the convertible land which do not conform to the requirements of New Hampshire Revised Statutes Annotated, Section 356-B:16 III (e).

In connection with the development of the new units, the Declarant shall have all of the following rights and easements:

A. A right of vehicular and pedestrian ingress and egress over Brookside Drive, including both normal vehicular and pedestrian ingress and egress and also ingress and egress for such trucks, equipment and materials as may be required for the clearing and development of the convertible land and the construction, maintenance and reconstruction of new units and common facilities.

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B. The right and easement to construct or upgrade any improvements or other facilities within the condominium which may be required by the Town of Exeter Planning Board, Board of Adjustment or any other town body as a condition of approving the development of the new units and common areas and to connect to, install or repair existing or new utility and service lines.

C. The rights outlined in Paragraph 18 of this Declaration, with respect to sales efforts involving new units.

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

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

24. Optional Addition of Skimming Pool. The Declarant reserves the right and option to construct at Declarant's own expense a swimming pool as a common facility within the common area of the condominium. This right may be exercised at any time prior to the expiration of two years from the date of the recording of this Declaration in the Rockingham County Registry of Deeds. Said swimming

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pool will be included within and will be part of the common area. This right may be exercised by Declarant in his sole discretion. Nothing in this paragraph shall be deemed to restrict Declarant's right to construct common facilities of any kind at a later date in connection with the development of new units pursuant to Paragraph 21 of this Declaration.

Executed as of the day and year first above written.

James A. Wright
Witness

Richard W. Bendetson, Trustee of
Oaklands Trust

STATE OF New Hampshire COUNTY OF Rockingham.
Personally appeared before me this 17 day of October,
1981, Richard W. Bendetson, known to me (or satisfactorily proven) to
be the person described in the foregoing instrument and acknowledged
that he executed the same in the capacity stated and for the purposes
therein contained.

James A. Wright
Justice of the Peace
Notary Public

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EXHIBIT A

A certain tract or parcel of land, with the buildings thereon, situated in Exeter, County of Rockingham, State of New Hampshire, on the Easterly side of Epping Road, bounded and described as follows:

Beginning at the Northwesterly corner of the described premises at said Epping Road at the Southwesterly corner of land now or formerly of Stephen and Edward Zarnowski, thence running North sixty-five degrees fifty-two minutes twenty seconds East (N. 65° 52' 20" E.) by said Zarnowski land six hundred seventy and sixty-one hundredths (670.61) feet to a point; thence turning and running North two degrees fifty-two minutes twenty seconds East (N. 2° 52' 20" E.) by said Zarnowski land one hundred ninety-seven and ninety-nine hundredths (197.99) feet to a drill hole in a stone at wall at land now or formerly of Stacy; thence turning and running North Sixty-seven degrees twenty-two minutes twenty seconds East (N. 67° 22' 20" E.) by said wall five hundred seventy-three and forty-one hundredths (573.41) feet to a set hub; thence running North eighty-three degrees thirty-eight minutes East (N. 83° 38' E.) by land now or formerly of Irvine two hundred seventy-four and fifty-one hundredths (274.51) feet to a point; thence turning and running North five degrees fifty-four minutes ten seconds East (N. 5° 54' 10" E.) by said Irvine land twenty-six and ninety-one hundredths (26.98) feet to a point; thence running North eleven degrees forty-one minutes fifty seconds East (N. 11° 41' 50" E.) by said Irvine land six hundred seventy-five and fifty hundredths (675.50) foot to an iron pipe; thence running North ten degrees fifty-eight minutes ten seconds East (N. 10° 58' 10" E.) by said Irvine land four hundred twenty-nine and thirty-eight hundredths (429.38) feet to an iron pin; thence turning and running South twenty degrees thirty-one minutes thirty seconds East (S. 20° 31' 30" E.) three hundred fifty-two and two hundredths (352.02) feet; South nineteen degrees fifty-six minutes twenty seconds East (S. 19° 56' 20" E.) one hundred thirty-nine and ninety-two hundredths (139.92) feet; South sixteen degrees thirty-eight minutes forty seconds East (S. 16° 38' 40" E.) one hundred forty-three and eighty-four hundredths (143.84) feet to a stake; South twenty-four degrees fifty-nine minutes ten seconds East (S. 24° 59' 10" E.) one hundred eighty-two and nine hundredths (182.09) feet to a stake, the last four courses by land now or formerly of Exeter Rose Farms, Inc.; thence Southwesterly by a brook at said land of Exeter Rose Farms, Inc. and land now or formerly of Michael Dagostino nine hundred forty-five (945) feet, more or less, to a fence post; thence turning and running South eighty-two degrees fifty-nine minutes ten seconds West (S. 82° 59' 10" W.) two hundred eighty-seven and ninety-five hundredths (287.95) feet, and South eighty-two degrees twenty-seven minutes forty seconds West (S. 82° 27' 40" W.) one hundred thirty-three and eighty-two hundredths (133.82) feet to a point; thence turning and running South ten degrees nineteen minutes twenty seconds East (S. 19° 19' 20" E.) two hundred twenty-nine and nine hundredths (229.09) feet and South eight degrees thirty-six minutes and fifty seconds East (S. 8° 36' 50" E.) two hundred forty-seven and fifty-six hundredths (247.56) feet to a point on the Westerly side of a right of way more particularly described in a deed from Annie M. Ramsdell to Marcel Zarnowski and Mary Zarnowski recorded in Rockingham County Registry of Deeds, Book 1016, Page 67; thence running by said right of way South thirteen

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EXHIBIT A

Page 2

degrees thirty-eight minutes forty seconds East (S. $13^{\circ} 38' 40''$ E.) eighty and eighty-seven hundredths (89.87) feet, South zero degrees two minutes forty seconds East (S. $0^{\circ} 2' 40''$ E.) fifty-six and eighty-three hundredths (56.83) feet, and South three degrees nine minutes West (S. $3^{\circ} 9' W.$) one hundred twenty-six and ninety-eight hundredths (126.98) feet to an iron pipe at land now or formerly of Bergeron; thence turning and running North seventy-five degrees fourteen minutes West (N. $75^{\circ} 15' W.$) by said Bergeron land sixty-eight and ninety-one hundredths (68.91) feet, North seventy-six degrees thirty-four minutes thirty seconds West (N. $76^{\circ} 34' 30'' W.$) by land now or formerly of Elkins one hundred twenty and fourteen hundredths (120.14) feet, North seventy-seven degrees thirty-one minutes fifty seconds West (N. $77^{\circ} 31' 50'' W.$) by land now or formerly of Connor one hundred eighty-four and four hundredths (184.04) feet to an iron pin, North seventy-seven degrees thirty-seven minutes thirty seconds West (N. $77^{\circ} 37' 30'' W.$) by land of said Connor and land now or formerly of Goodrich three hundred thirteen and forty-nine hundredths (313.49) feet to an iron pin at land now or formerly of Daniel Zarnowski; thence turning and running North twenty-five degrees twenty-six minutes West (N. $25^{\circ} 26' W.$) by said Zarnowski land forty-two and eighty-nine hundredths (42.89) feet to said brook; thence following said brook in a Northwesterly direction by said Zarnowski land to a point at land now or formerly of Scully; thence turning and running North fourteen degrees twenty-five minutes thirty seconds East (N. $14^{\circ} 25' 30'' E.$) by said Scully land two hundred twenty-four and four hundredths (224.04) feet to an iron pipe; thence turning and running North seventy-four degrees sixteen minutes forty seconds West (N. $74^{\circ} 16' 40'' W.$) by said Scully land two hundred thirty-one and ninety-three hundredths (231.93) feet to an iron pipe; thence turning and running South nine degrees twenty-four minutes West (S. $9^{\circ} 24' W.$) by said Scully land two hundred thirty-three and sixty-three hundredths (233.63) feet to said brook; thence following said brook in a Northwesterly direction to a point at land of Stephen P. Zarnowski and Frances H. Zarnowski; thence turning and running North three degrees twenty minutes West (N. $3^{\circ} 20' W.$) by said Zarnowski land one hundred (100) feet to a point; thence turning and running South eighty-nine degrees forty-seven minutes West (S. $89^{\circ} 47' W.$) by said Zarnowski land one hundred eighty (180) feet to said Epping Road; thence turning and running North three degrees twenty minutes West (N. $3^{\circ} 20' W.$) by said Epping Road one hundred two and eighty hundredths (102.80) feet to a point; thence turning and running North four degrees fifty-five minutes twenty seconds East (N. $4^{\circ} 55' 20'' E.$) by said Epping Road fifty and forty-eight hundredths (50.48) feet to the point of beginning.

Subject to the following:

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EXHIBIT A
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1. Reservation of easement for a right of way as contained in deed from Carolin F. Gilman to Annie M. Ramsdell, dated June 1, 1900, recorded in Rockingham County Registry of Deeds in Book 615, Page 340. Further reference is made to the deed of Annie M. Ramsdell to Marcel Zarnowski and Mary Zarnowski, dated October 14, 1945, recorded in Rockingham County Registry of Deeds in Book 1016, Page 87.
2. Easement for the construction and maintenance of a gas transmission pipe over an area 35 feet wide and appurtenant rights, as set forth in Order of the Public Utilities Commission of New Hampshire, dated November 4, 1955, recorded in Rockingham County Registry of Deeds in Book 1376, Pages 085 through 106.
3. Rights of upper and lower riparian owners in and to the waters of the streams crossing and abutting the insured premises.
4. Easement granted by Oakland Heights Realty Trust to Exeter & Hampton Electric Company, dated July 22, 1974, recorded in Rockingham County Registry of Deeds in Book 2225, Page 1098.
5. Easement by Oakland Heights Realty Trust to New England Telephone and Telegraph Company, dated July 17, 1974, recorded in Rockingham County Registry of Deeds in Book 2225, Page 1527.
6. Notice of Lease by Anthony J. Durso and John J. Walker, Jr., Trustees of Oakland Heights Realty Trust to Lundermac Co., Inc., dated November 9, 1974, recorded in Rockingham County Registry of Deeds in Book 2227, Page 877.
7. Agreement dated December 21, 1975, between Joseph S. Durso and Louis J. Manno and the Planning Board of the Town of Exeter, recorded in Rockingham County Registry of Deeds in Book 2251, Page 642.
8. Restrictions set forth on the plan entitled "Boundary Plan of Plan of Mary E. Zarnowski for Oakland Heights Realty Trust, Oakland Heights in Exeter, New Hampshire, Joseph S. Durso, Louis J. Manno, Trustees", dated November 2, 1975, recorded in Rockingham County Registry of Deeds as Plan 40-1179.

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EXHIBIT B

Unit No.	Building No.	Floor In Building	Common Interest	Approx. Area (Sq. Ft.)	Stated Value
1-1	1	Ground	1.3107%	911	\$40,900
1-2	1	Ground	1.3107%	911	\$40,900
1-3	1	Ground	1.1183%	585	\$51,900
1-4	1	Ground	1.3107%	911	\$40,900
1-5	1	First	1.4387%	911	\$44,900
1-6	1	First	1.4387%	911	\$44,900
1-7	1	First	1.4387%	911	\$44,900
1-8	1	First	1.4387%	911	\$44,900
1-9	1	Second	1.4387%	911	\$44,900
1-10	1	Second	1.4387%	911	\$44,900
1-11	1	Second	1.4387%	911	\$44,900
1-12	1	Second	1.4387%	911	\$44,900
2-1	2	Ground	1.3747%	911	\$42,900
2-2	2	Ground	1.3747%	911	\$42,900
2-3	2	Ground	1.1183%	585	\$54,900
2-4	2	Ground	1.3107%	911	\$40,900
2-5	2	First	1.4387%	911	\$44,900
2-6	2	First	1.4387%	911	\$44,900
2-7	2	First	1.4387%	911	\$44,900
2-8	2	First	1.4387%	911	\$44,900
2-9	2	Second	1.4387%	911	\$44,900
2-10	2	Second	1.4387%	911	\$44,900
2-11	2	Second	1.4387%	911	\$44,900
2-12	2	Second	1.4387%	911	\$44,900

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EXHIBIT B

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Unit No.	Building No.	Floor in Building	Common Interest	Approx. Area (Sq. Ft.)	Stated Value
3-1	3	Ground	1.3747%	911	\$12,900
3-2	3	Ground	1.3747%	911	\$12,900
3-3	3	Ground	1.1183%	585	\$54,900
3-4	3	Ground	1.3107%	911	\$40,900
3-5	3	First	1.4387%	911	\$44,900
3-6	3	First	1.4387%	911	\$44,900
3-7	3	First	1.4387%	911	\$44,900
3-8	3	First	1.4387%	911	\$44,900
3-9	3	Second	1.4387%	911	\$11,900
3-10	3	Second	1.4387%	911	\$44,900
3-11	3	Second	1.4387%	911	\$44,900
3-12	3	Second	1.4387%	911	\$44,900
4-1	4	Ground	1.3747%	911	\$42,900
4-2	4	Ground	1.3747%	911	\$42,900
4-3	4	Ground	1.1183%	585	\$54,900
4-4	4	Ground	1.3107%	911	\$40,900
4-5	4	First	1.4387%	911	\$44,900
4-6	4	First	1.4387%	911	\$44,900
4-7	4	First	1.4387%	911	\$44,900
4-8	4	First	1.4387%	911	\$44,900
4-9	4	Second	1.4387%	911	\$11,900
4-10	4	Second	1.4387%	911	\$44,900
4-11	4	Second	1.4387%	911	\$44,900
4-12	4	Second	1.4387%	911	\$11,900

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EXHIBIT R

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Unit No.	Building No.	Floor in Building	Common Interest	Approx. Area (Sq. Ft.)	Stated Value
5-1	5	Ground	1.3747%	911	\$42,900
5-2	5	Ground	1.3747%	911	\$42,900
5-3	5	Ground	1.1183%	585	\$34,900
5-4	5	Ground	1.3107%	911	\$40,900
5-5	5	First	1.4387%	911	\$11,900
5-6	5	First	1.4387%	911	\$14,900
5-7	5	First	1.4387%	911	\$14,900
5-8	5	First	1.4387%	911	\$14,900
5-9	5	Second	1.4387%	911	\$14,900
5-10	5	Second	1.4387%	911	\$14,900
5-11	5	Second	1.4387%	911	\$14,900
5-12	5	Second	1.4387%	911	\$14,900
6-1	6	Ground	1.3107%	911	\$40,900
6-2	6	Ground	1.1183%	585	\$34,900
6-3	6	Ground	1.3747%	911	\$12,900
6-4	6	Ground	1.3747%	911	\$12,900
6-5	6	First	1.4387%	911	\$14,900
6-6	6	First	1.4387%	911	\$14,900
6-7	6	First	1.4387%	911	\$14,900
6-8	6	First	1.4387%	911	\$14,900
6-9	6	Second	1.4387%	911	\$14,900
6-10	6	Second	1.4387%	911	\$14,900
6-11	6	Second	1.4387%	911	\$14,900
6-12	6	Second	1.4387%	911	\$14,900

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EXHIBIT C

Parcel A: A certain tract or parcel of land with all improvements thereon situated in Exeter, County of Rockingham, State of New Hampshire, described as follows:

Beginning at an iron pipe at land now or formerly of Sculley and Conklin, thence running North $52^{\circ} 27' 30''$ East 160 feet to a point; thence turning and running North $9^{\circ} 53' 15''$ West 465 feet to a point at the end of a stone wall at land now or formerly of R. Stacy and land of Exeter Industrial Park; thence turning and running North $83^{\circ} 38' 00''$ East along said Exeter Industrial Park land a distance of 274.51 feet to a point; thence turning and running North $5^{\circ} 54' 10''$ East along said Exeter Industrial Park land a distance of 26.98 feet; thence turning and running North $11^{\circ} 41' 50''$ East, still along Exeter Industrial Park land, a distance of 675.50 feet to an iron pipe; thence turning and running North $10^{\circ} 58' 10''$ East along said Exeter Industrial Park land a distance of 429.58 feet to an iron pipe; thence turning and running South $20^{\circ} 51' 30''$ East a distance of 552.02 feet; thence turning and running South $19^{\circ} 56' 29''$ East 139.92 feet to a point; thence turning and running South $16^{\circ} 38' 40''$ East 143.81 feet to a point; thence turning and running South $24^{\circ} 59' 10''$ East 182.09 feet to a point at land now or formerly of Exeter Rose Farms, Inc.; thence turning and running in a Southerly and Southeasterly direction by a brook to a fence post at land now or formerly of Dagostino; thence turning and running along the following four courses, along Dagostino land: South $82^{\circ} 59' 10''$ West 287.95 feet, South $82^{\circ} 27' 40''$ West 153.82 feet, South $10^{\circ} 19' 20''$ East 229.09 feet, and South $08^{\circ} 36' 30''$ West 247.56 feet to a point; thence turning and running along the following eight courses, following the boundaries of several abutting owners: South $15^{\circ} 58' 40''$ East 80.87 feet; South $0^{\circ} 02' 40''$ East 56.83 feet; South $03^{\circ} 09' 00''$ West 126.98 feet; North $75^{\circ} 14' 00''$ West 68.91 feet; North $76^{\circ} 34' 30''$ West 120.14 feet; North $77^{\circ} 31' 50''$ West 181.04 feet; North $77^{\circ} 57' 50''$ West 313.49 feet; North $25^{\circ} 26' 00''$ West 42.89 feet to the thread of a brook at land of Cormier; thence turning and running in a Southwesterly, Westerly and Northwesterly direction, following said brook to a point at land now or formerly of Sculley and Conklin; thence turning and running North $14^{\circ} 25' 30''$ East along land now or formerly of Sculley and Conklin a distance of 224.04 feet to an iron pipe at the point of beginning.

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EXHIBIT D

A certain tract or parcel of land situated in Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

Beginning at a point on the Easterly side of Epping Road at land now or formerly of Zarnowski, thence running North $65^{\circ} 52' 20''$ East along said Zarnowski land a distance of 670.61 feet to a point; thence turning and running North $27^{\circ} 52' 20''$ East along Zarnowski land a distance of 197.99 feet to a point in a stone wall at land now or formerly of Stacy; thence turning and running North $67^{\circ} 22' 20''$ East along said Stacy land a distance of 373.11 feet to a point at land of Exeter Industrial Park; thence turning and running South $09^{\circ} 53' 15''$ East a distance of 165 feet to a point; thence turning and running South $52^{\circ} 37' 50''$ East 100 feet to a point at land of Scully and Conklin; thence turning and running North $71^{\circ} 16' 10''$ West along Scully and Conklin land 231.95 feet to a point; thence turning and running South $0^{\circ} 24' 00''$ West along "null" or Conklin land a distance of 235.65 feet to a brook at land now or formerly of Lowther; thence turning and running in a generally Westerly and southerly direction following said brook, along said Lowther land, land of McKay and land of Morse to a point at land of Scott; thence turning and running North $5^{\circ} 20' 00''$ West along Scott land a distance of 100 feet to a point; thence turning and running South $89^{\circ} 47' 00''$ West along said Scott land a distance of 180 feet to a point on the Easterly side of Epping Road; thence turning and running North $03^{\circ} 20' 00''$ West along the Easterly side of Epping Road a distance of 102.80 feet to a point; thence turning and running North $1^{\circ} 55' 20''$ East along the Easterly side of Epping Road 30.18 feet to the point of beginning.