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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

**RESTATED**  
**CONDOMINIUM DECLARATION**  
**FOR**  
**NOBLE'S ISLAND CONDOMINIUMS**  
**500 Market Street**  
**Portsmouth, New Hampshire**

HISTORY OF DECLARATION & BYLAWS  
NOBLE'S ISLAND CONDOMINIUM ASSOCIATION

B2423 P1153	Declaration & Bylaws	9/30/1982
B2435 P1539	First Amendment and Replacement of Declaration & Bylaws by Declarant	1/31/1983
B2453 P0736	Amendment to Bylaws – Article VII, Section 1; and Article IX	7/25/1983
B2537 P0985	Amendment to Declaration – Section G	9/14/1984
B2537 P0986	Amendment to Declaration – Section E	9/14/1984
B3151 P0896	Amendment to Bylaws – Article III, Section 4; and Article III, Section 5	1/29/1996
B3208 P2554	Amendment to Bylaws – Article IV, Section 1; and Article VI, Section 1	4/8/1997
B3336 P1813	Amendment to Bylaws – Article IV, Section 1; Article V, Section 1 & 2; Article VI, Section 3; Article XVI, Section 2; and Article XV Article XIV, Rules & Regulations	10/22/1998
B4830 P1597	Amendment to the Declaration – Section H Section H Amendment to Bylaws – Article IX, Section	10/17/2006

**RESTATED CONDOMINIUM DECLARATION FOR  
NOBLE'S ISLAND CONDOMINIUMS**

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**NOBLE'S ISLAND CONDOMINIUMS**

**RESTATED DECLARATION**

A. NAME. The name of the Condominium shall be:

NOBLE'S ISLAND CONDOMINIUMS

B. LOCATION. The Condominium is located on Market Street in the City of Portsmouth, County of Rockingham, State of New Hampshire;

C. LEGAL DESCRIPTION OF PROPERTY. The legal description of the land submitted pursuant to the Declaration is as follows:

A certain lot or parcel of land located in Portsmouth, County of Rockingham, State of New Hampshire, located on Noble's Island, so-called, bounded and described as follows:

BEGINNING at a New Hampshire Highway Department bound on the westerly side of Market Street and running S 36° 49' 02" F along the westerly side of Market Street a distance of 174.62 feet to land now or formerly of Noble; thence turning and running S 27' 24' 23" W by said Noble land a distance of 72.1 feet to a stone bound; thence turning and running by said Noble land S 36° 07' 37" E, 27.23 feet to a stone bound; thence continuing on the same course a distance of 45 plus or minus feet to the mean high water line of the North Mill Pond; thence by said mean high water line southwesterly, northwesterly and northerly to land of the Portsmouth Chamber of Commerce; thence turning and running by said Chamber of Commerce land S 52° 49' 58" E a distance of 61 plus or minus feet to an iron pipe; thence turning and running N 56° 00' 02" E a distance of 101.50 feet by said last mentioned property to an iron pipe at land now or formerly of the State of New Hampshire S 56° 59' 58" E a distance of 73.86 feet to a New Hampshire Highway Department bound at the point of beginning. Said property containing 91,750 square feet. Together with all right, title and interest of the Grantor in and to all land lying in the bed of said creek or inlet on the Piscataqua River and all riparian and other rights appurtenant to said premises.

Said conveyance is subject to a restrictive covenant entered into between the City of Portsmouth and Joseph C. Sawtelle, Jr. Said covenants being recorded in the Rockingham County Registry of Deeds at Rook 2352, Page 1847.

Being the same premises conveyed to Noble's Island Realty Development by Warranty Deed of Peter C. Weeks and Richard Gamester, d/b/a The House of Three, dated December 22, 1982, recorded in the Rockingham County Registry of Deeds at Book 2430, Page 1473.

Also, a second parcel of land located in Portsmouth, County of Rockingham, State of New Hampshire, located on Noble's Island, so-called, bounded and described as follows:

Beginning in the westerly sideline of said Market Street at a point seventy-three and eighty-six hundredths (73.86) feet N 56° 59' 58" W of a New Hampshire Highway Bound and thence running in two courses and distances by other trust land, to wit: S 56° 00' 02" W one hundred one and fifty hundredths (101.50) feet and N 52° 49' 58" W sixty-one (61) feet more or less to the mean high water line of the North Mill Pond; thence running Northerly and Northeasterly by said Pond sixty (60) feet more or less to a point on the mean high water line; and thence running on two courses and distances by said Market Street, to wit: N 86° 17' 23" E fifty (50) feet more or less and S 56° 59' 58" E fifty (50) feet more or less and S 56° 59' 58" E sixty-two and fifteen hundredths (62.15) feet to the point of beginning, containing 0.14 acres, more or less.

Being the same premises conveyed to the Declarant herein by Warranty Deed of the Portsmouth Chamber of Commerce, of even date, to be recorded herewith.

A third parcel of land located in Portsmouth, County of Rockingham, State of New Hampshire, located on Noble's Island, so-called, bounded and described as follows:

Any and all interest the State of New Hampshire has in that land acquired by the said State of New Hampshire from Coleman Oil Company in 1970 as part of Highway project 1-95-1 (10) 14-P-5875-8, which lies more than twelve (12) feet southerly of the southerly guard rail of the Market Street Extension, being bounded on the west by the mean high tide line of the Piscataqua River and on the east by the Portsmouth Chamber of Commerce headquarters driveway as shown on the Plan "Concept Sketch of Driveway Modifications for Portsmouth Chamber of Commerce Headquarters," July 2, 1981, on file with the State of New Hampshire.

Said parcel containing Three Thousand Forty (3,040) square feet, more or less, (excepting and reserving to the State of New Hampshire, or their agents, the right to travel over said area being conveyed for the purpose of maintaining the slopes of Market Street Extension).

Being the same premises conveyed to the Declarant by deed of the State of New Hampshire dated January 24, 1983, recorded in the Rockingham County Registry of Deeds at Book 2433, Page 0867.

D. BOUNDARIES. A description of the boundaries of the units is as follows:

1. Horizontal Boundaries.

- a. Consistent with all of the provisions of this Section D, the lower horizontal boundary shall be as follows: the underside of the first floor decking in first floor units; the underside of the floor joists in second floor units;
- b. Consistent with all of the provisions of this Section D, the upper horizontal boundary shall be as follows: the plane of the undersurface of the ceiling joists of the first floor units; the plane of the undersurface of the roof rafters in second floor units.

2. Vertical Boundaries.

- a. Consistent with all of the provisions of this Section D, the center line of the studs of the demising walls; the outside surface of the exterior sheathing or glass of the perimeter walls;
- b. Consistent with all of the provisions of this Section D, the exterior surface of the windows and the undecorated exterior surface of the window frames;
- c. Consistent with all of the provisions of this Section D, the undecorated exterior surface of the exterior doors and the undecorated exterior surface of the door frames.

3. RSA 356-B:12. All of the provisions of RSA 356-B:12 are incorporated herein as follows:

- a. All doors, windows, lathe, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, solariums, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of a unit;
- b. Chutes, flues, ducts, conduits, wires, piping, bearing walls, bearing columns, or any other apparatus that lie partially within and partially outside of the designated boundaries of a unit, and any portions thereof serving only that unit shall be deemed a part of that unit, while any portion thereof serving more than one unit or any portion of the common area shall be deemed part of the common area;
- c. Subject to the provisions of this Section 3, all space, interior partitions, fireplace box and front, solariums, and other fixtures and improvements within the boundaries of a unit shall be deemed part of that unit;

- d. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios and any other apparatus designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a limited common area appertaining to that unit exclusively.
4. Plans. The boundaries of the individual units are also shown on Plans entitled:
- a. "Revised Condominium Unit Plan for Noble's Island Condominium," Market Street, County of Rockingham, Portsmouth, New Hampshire, dated January 5, 1983, Sheet 2 of 3 and Sheet 3 of 3, by Richard P. Millette Associates.
  - b. "Unit Floor Plans for Noble's Island Condominiums," Market Street, County of Rockingham, Portsmouth, New Hampshire, dated January 20, 1983 by Richard P. Millette Associates.
  - c. Three sets of Plans entitled, "Noble's Island" by Michael B. Ingram, dated 20 January 1983.
  - d. Plan entitled, "Unit 1" Noble's Island Condominiums by Michael B. Ingram, dated 27 January 1983.

E. DESCRIPTION OF LIMITED COMMON AREAS AND COMMON AREAS.

1. Limited Common Areas. The Limited Common Areas and the unit or units to which each is assigned are shown on Plans entitled:
- a. "Revised Condominium Unit Plan for Noble's Island Condominium," Market Street, County of Rockingham, Portsmouth, New Hampshire, dated January 5, 1983, Sheet 2 of 3 and Sheet 3 of 3, by Richard P. Millette Associates.
  - b. "Unit Floor Plans for Noble's Island Condominiums," Market Street, County of Rockingham, Portsmouth, New Hampshire, dated January 20, 1983 by Richard P. Millette Associates.
  - c. Three sets of Plans entitled, "Noble's Island" by Michael B. Ingram, dated 20 January 1983.
  - d. Plan entitled, "Unit 1" Noble's Island Condominiums by Michael B. Ingram, dated 27 January 1983.
  - e. Site Plan entitled, "Site Plan for Noble's Island Condominiums," Market Street, County of Rockingham, Portsmouth, New Hampshire, dated January 20, 1983 by Richard P. Millette Associates.

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of any Limited Common Area shall be paid by the Association.

2. Common Areas.

- a. As used in this Declaration, "Common Areas" means all portions of the Condominium other than the units. The common areas and facilities consist of the tract of land hereinbefore described lying underneath the buildings situated on said premises as depicted on the Site Plan recorded in the Rockingham County Registry of Deeds, as well as those portions of buildings not set aside as part of the individual units or designated Limited Common Area above. The Common Areas shall be owned by the unit owners as tenants in common and shall remain undivided.
- b. Except as otherwise limited and restricted herein, each unit owner shall have the right to use the common areas in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of a unit in accordance with the terms and provisions of this Declaration and the Condominium Bylaws.
- c. The allocation to each unit of an undivided interest in the common areas in accordance with RSA 356-B:17, and the percentages of undivided interest for purposes of common expenses and assessments pursuant to RSA 356-B:45 shall be as follows:

<u>Unit #.</u>	<u>Unit Area</u>	<u>% of Undivided Interest in Common Area</u>	<u>% of Undivided Interest in Limited Common Area</u>
1-A*	1584.64	2.433	16.586
1-B*	1539.50	2.364	16.114
1-C*	1288.95	1.979	13.491
1-D*	1268.65	1.948	13.279
1-E*	1028.50	1.579	10.765
1-F*	1773.25	2.723	18.560
1-G*	<u>1070.50</u>	1.644	<u>11.205</u>
Total	9553.99		100%
2-A*	730.55	1.122	18.948
2-B*	711.76	1.093	18.461
2-C*	<u>2413.20</u>	3.706	<u>62.591</u>
Total	3855.51		100%
3-A*	770.89	1.184	43.064
3-B*	<u>1019.21</u>	1.565	<u>56.936</u>
Total	1790.10		100%
4 *	1251.23	1.922	8.086
L	1299.92	1.997	8.402
R	1299.92	1.997	8.402

5 *	1253.03	1.924	8.098
L	1299.92	1.997	8.402
R	1299.92	1.997	8.402
6 *	1253.03	1.924	8.098
L	1299.92	1.997	8.402
R	1299.92	1.997	8.402
7 *	1291.24	1.983	8.345
L	1575.70	2.420	10.184
R	<u>1048.56</u>	1.611	<u>6.777</u>
Total	15,472.31		100%
8 *	1251.23	1.922	10.768
L	1299.92	1.997	11.187
R	1299.92	1.997	11.187
9 *	1253.03	1.924	10.785
L	1299.92	1.997	11.187
R	1299.92	1.997	11.187
10 *	1291.24	1.983	11.113
L	1575.70	2.420	13.562
R	<u>1048.56</u>	1.611	<u>9.024</u>
Total	11,619.44		100%
11 *	1251.23	1.922	6.474
L	1299.92	1.997	6.727
R	1299.92	1.997	6.727
12 *	1253.03	1.924	6.483
L	1299.92	1.997	6.727
R	1299.92	1.997	6.727
13 *	1253.03	1.924	6.483
L	1299.92	1.997	6.727
R	1299.92	1.997	6.727
14 *	1253.03	1.924	6.483
L	1299.92	1.997	6.727
R	1299.92	1.997	6.727
15 *	1291.24	1.983	6.681
L	1324.34	2.034	6.853
R	<u>1299.92</u>	1.997	<u>6.727</u>
Total	19,325.18		100%
16-A*	1958.65	3.008	56.096
16-B*	<u>1532.95</u>	2.354	<u>43.904</u>
Total	3491.60		100%
TOTAL	65,108.13		100%

F. STATEMENT OF COMPLIANCE AND RESTRICTIONS.

1. Compliance. Pursuant to RSA 356-B:15, every unit owner, and all those entitled to occupy a unit shall comply with all the lawful provisions of the Declaration, Bylaws, and all other Condominium instruments. Any lack of such compliance shall be grounds for an action or suit to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity, and as set out in this Declaration and the Bylaws maintainable by the Association, Board of Directors, or any managing agent on behalf of the Association, or, in any proper case, by one or more aggrieved unit owner. The prevailing party shall be entitled to all costs and attorney fees incurred in any proceeding under RSA 356-B:15.

2. Restrictions.

- a. Commercial units shall be utilized only for reasonable commercial purposes in accordance with all state and local laws. All commercial uses are subject to approval by the Board of Directors as set forth in the Bylaws attached hereto. No commercial operation shall create any nuisance or unreasonable disturbance to the residential units or other commercial units and shall at all times maintain entryways and sidewalk areas adjacent to their entryways in a safe and unobstructed condition.
- b. All residential units shall be used only for residential purposes. Residential units may also be used for limited commercial purposes subject to approval by the Board of Directors, as more fully set out in the Bylaws. However, under no circumstances may a residential unit be used so as to be offensive or create a nuisance or disturbance as to any other unit.

G. INSURANCE

1. Required Insurance. Pursuant to RSA 356-B:43, the Board of Directors shall obtain and maintain the following:

- a. A master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium, or such structures that in whole or in part comprise portions of the Common Areas.
- b. A master liability policy in such an amount as the Board of Directors from time to time may determine, but in no event shall the limits of liability be less than Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence, insuring the Association, all persons acting or who may come to act as agents or employees of the Association with respect to the Condominium, and all unit owners and other persons entitled to occupy any unit or other portion of the Condominium and with cross-liability coverage with regard to liability claims of anyone insured

thereunder against any of the other insureds thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which that owner has exclusive use.

- c. Workers' compensation insurance and such other insurance as the Board of Directors may in its discretion deem advisable to obtain.
- d. Such other insurance as the Board of Directors may determine as appropriate and/or that may be required by the Condominium instruments including, but not limited to, liability insurance on motor vehicles owned by the Association and specialized policies covering lands or improvements in which the Unit Owners Association has or shares ownership or other rights.

2. General Insurance Provisions.

- a. When any policy of insurance has been obtained by or 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 officer designated by the Board of Directors so required to send notices of meetings of the Association. Such notices shall be sent in accordance with RSA 356-B:37-a.
- b. Unless the unit owners vote to terminate the Condominium pursuant to RSA 356-B:34, the proceeds of the master casualty policy shall be used to repair, replace, or restore any structure or common area damaged by casualty, and the Board of Directors shall make every effort to obtain three bids, if practical, before undertaking such work.
- c. The Board of Directors shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for in this Section G, and shall review with the insurer or insurance agent at least annually the coverage under said policies, said review to include an appraisal of improvements within the Association, and shall make any necessary changes in the policies provided for in this Section G in order to meet the coverage requirements of this Section G.
- d. The Board of Directors shall (i) be required to make every effort to see that all policies of insurance provided for in this Section G shall contain waivers of subrogation by the insurer as to any claims against the Association, its employees and agents, members of the Board of Directors, the manager, owners and members of the family of any owner, except in cases of arson and fraud; (ii) 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) 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, 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) 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) in no event shall the insurer under said policies be brought into contribution with insurance purchased individually by owners or the mortgagees; (vi) exclude policies obtained by individual owners for consideration under any "no other insurance" clause; and (vii) 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 or employees, nor cancelled for non-payment of premiums.

3. Individual Insurance Policies.

- a. Unit owners shall be responsible for the cost of all casualties, fires, or other hazards for their individual units, and for damages caused to the common area, limited common area or other units resulting from a unit owner's actions or inactions.
- b. Unit owners are required to carry fire and liability insurance as to their units, and to furnish proof of insurance in a manner acceptable to the Board of Directors.
- c. Each owner must obtain insurance for their own benefit and at their own expense insuring all personal property presently or hereafter located in their unit or Limited Common Area, including, but not limited to, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to a unit which exceed a total value.
- d. No policy obtained by a unit owner shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Section 1 above, 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 hereof as if produced by such coverage. Additionally, all unit owner policies shall contain a waiver of subrogation rights by the carrier as to negligent owners.

- e. The Association is hereby appointed the Attorney in Fact for all unit owners to negotiate loss adjustment on the policy or policies carried under this Section G.

H. DAMAGE OR DESTRUCTION

1. When Repair and Reconstruction Are Required. In the event of damage to or destruction of all or part of any building 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 the damaged or destroyed portion of any building. Notwithstanding the foregoing, each owner shall have the right to supervise the redecorating work of their own unit.

2. Procedure for Reconstruction and Repair.

- a. Immediately after a fire or other casualty causing damage to any building, common area, or limited common area, except if such casualty causing damage is exclusively to a unit, 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 determine 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, the Board of Directors, at its discretion, may approve an assessment against the unit owners in a sufficient amount to provide payment of such costs, or may withdraw funds from the Association reserves in sufficient amounts to provide payment of such costs.
- c. Any such reconstruction or repair shall be substantially in accordance with the original types of materials and specifications under which the damaged building was originally constructed, to such extent as is possible.
- 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 from 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 out 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 as may be designated by the Board of Directors.
- c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; that 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 retained by the Association.
- 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.

I. MAINTENANCE, ALTERATION AND IMPROVEMENT

The responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvements thereof, shall be as follows:

1. By the Association. The Association shall maintain, repair and replace:
  - a. All portions of the Common Area and Limited Common Area not included within a unit. All such repair shall be at the Association's expense except as set forth in this Declaration and the Bylaws.
  - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained within a unit, but which serve part or parts of the Condominium other than the unit within which it is contained.
  - c. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

- a. To maintain, repair and replace at its expense all portions of its unit within its Boundary as described in Section D herein. Such shall be done without disturbing the rights of other unit owners.
- b. To maintain, repair and replace windows and exterior doors which are part of a unit. However, such shall be done only with the prior, written approval of the Board of Directors.
- c. To be financially responsible for any damage to other units, property, and common areas resulting from the failure to maintain and repair a unit, and/or caused by the negligence of a unit owner.
- d. To promptly report to the Association any defect which is the responsibility of the Association to repair or replace.
- e. To provide access at all reasonable times to the Condominium Association or its duly authorized agent to their unit for the purposes of maintaining and/or repairing common areas.

3. Unit Alteration and Its Improvement.

- a. Pursuant to RSA 356-B:30.I, a unit owner may make any improvements or alterations within that owner's unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Condominium. No unit owner shall tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness, integrity, or safety of a building or any other structure in the Condominium. The Board of Directors, under the appropriate circumstances, may allow a unit owner to tamper with a bearing wall provided appropriate engineering plans are provided to and approved by the Board of Directors showing that the construction being proposed will not in any way impair the structural integrity or otherwise lessen the support of any portion of the Condominium.
- b. No unit owner shall do anything which would change the exterior appearance of a unit or any other portion of the Condominium, including, but not limited to, painting or decorating any portion of the exterior of their condominium unit, or painting or decorating any exterior portion of a unit entry door without the express permission of the Board of Directors.
- c. A unit owner may make any other improvements or alterations within a unit that do not violate any of the provisions of the New Hampshire Condominium Act, this Declaration and/or the provisions of the Bylaws.

J. ASSESSMENTS

The making and collection of assessments against the unit owners for common expenses shall be done pursuant to the Bylaws and subject to the following provisions:

1. Common Expenses. Each unit owner shall be liable to the Association for its proportionate share of the common expenses.
2. Interest; Application of Payments. Assessments paid within ten (10) days after the date due shall not bear interest, but all sums not paid within ten (10) days after the date due shall bear interest at a rate to be determined by the Board of Directors, accrued from the date the payment is due until paid. All payments upon account shall be first applied to interest and then to the assessment.
3. Lien for Assessment. The lien for unpaid assessments, as provided in RSA 356-B:46, shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien as further set out and provided for in the Bylaws..

K. ASSOCIATION

The operation of the Condominium shall be by an unincorporated association which shall be organized and shall fulfill its functions pursuant to the following provisions:

1. Name. The name of the Association shall be "Noble's Island Condominium Association" ("Association").
2. The Association. The Association shall have all of the powers and duties as set forth in the New Hampshire Condominium Act, except as limited by this Declaration and Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and Bylaws and as they may be amended from time to time.
3. Membership in the Association.
  - a. Qualification. The members of the Association shall consist of all the record owners of the units.
  - b. Change of Membership. Change of membership in the Association shall be established by recording in the Registry a deed establishing record title to a unit in the Condominium. The buyer shall deliver to the Board of Directors of the Association a photocopy of the deed showing the book, page and time of the recording of the deed in the Registry. The Board of Directors shall keep such photocopy on file as evidence of the grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The owner designated by such instrument shall thereby become a member of the Association upon

recording of the deed. At such time, the membership of the prior owner shall be thereby terminated.

- c. Voting Rights. A unit owner or owners shall be entitled to cast one vote per unit, and the weight of such vote shall be calculated based upon the percentage interest of the unit in the common areas as described in Section E.2.c. In the event that there is more than one record owner of any unit, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the vote to which they are entitled.
- d. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to its unit.

4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the Bylaws.

5. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved, by reason of their being or having been a director or officer of the Association, or any settlement thereof, whether or not they are a director or officer at such time the expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification as set out in this section shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

6. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to any unit owner, tenant and/or occupant of any unit for injury or damage.

#### L. OTHER DECLARATIONS

1. Units Subject to Declarations, Bylaws, Rules and Regulations. All present or future owners, tenants and occupants of units are subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations. The act of occupying a unit shall be construed as an agreement that the provisions of this Declaration, the Bylaws, and the Rules and Regulations, as they may be lawfully amended from time to time, are accepted and ratified by such owner, tenant or occupant and all such provisions shall be deemed and taken to be enforceable, covenants running with the land, and shall bind any person having at any time any interest in such unit as though such provisions were recited and stipulated at length in each and every deed, lease, or agreement related to a unit. Failure to comply with this Declaration, the Bylaws, and the Rules

and Regulations shall be grounds for an action by the Association to recover sums due for damages or for injunctive relief. All such actions in law or in equity shall be authorized by vote of the Board of Directors. The Association shall be entitled to recover all reasonable costs and expense of such action, including attorney fees.

2. Interpretation. The provisions of this Declaration shall be liberally construed in accordance with the common law and the statutory law of the State of New Hampshire in order to affect its purpose of creating a uniform plan for the operation of the Condominium.

3. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

4. Severability. The provisions contained in this Declaration, and the Bylaws, attached hereto as "Exhibit A" and incorporated herein, shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

5. Amendments. Pursuant to RSA 356-B:34.II, the Condominium instruments shall be amended only by agreement of unit owners of the units to which two-thirds (2/3) of the votes in the Association appertain.

6. Easements. All units shall be subject to and have, appurtenant thereto, non-exclusive easements in the common areas for the purposes of ingress and egress from said units, and for utility services, support, maintenance and repair of said units as necessary and required. In the event any portion of the building shall be partially or totally destroyed and then rebuilt, minor encroachments of any part of the common areas due to construction shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist. Limited common areas shall be subject to easements for the purposes of utility services, support, maintenance and repair of units, and emergency egress. All decks on the first floor units shall be subject to non-exclusive easements for the purpose of emergency egress from the units above.

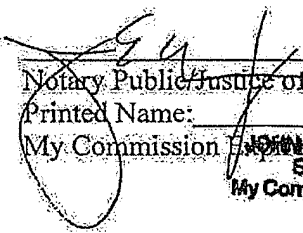
I, William Buckley, the President of the Noble's Island Condominium Association, hereby certify that a duly and properly called and noticed meeting held on June 28, 2017, this Restated Condominium Declaration was adopted by the Association in compliance with RSA 356-B, the existing Bylaws, and by a vote of 72.761% of the unit owners.

NOBLE'S ISLAND CONDOMINIUM  
ASSOCIATION

By:   
William Buckley, President

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 28th day of June 2017, before me, the undersigned officer, personally appeared William Buckley, known to me or satisfactorily proven to be the person executing this document and subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

  
Notary Public/Justice of the Peace  
Printed Name: **JOELLE LYONS, J.P.**  
My Commission Expires **July 22, 2020**

