DECLARATION

OF

STERLING HILL AT EXETER, A CONDOMINIUM
On Guinea Road
Exeter, County of Rockingham,
State of New Hampshire

118147
2003 SEP 25 PM 2:26
ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Sterling Hill Development, L.L.C. with an address of 210 Commerce Way, Suite 150, Portsmouth, County of Rockingham, State of New Hampshire (hereinafter, with its successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Exeter, New Hampshire, and more particularly described in Exhibit A, attached hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property. The units hereby submitted as of the date of the recording of this Declaration shall be units 111, 112, 113, 114, 115, 116, 117, 118, 121, 122, 123, 124, 125, 126, 127, 128, 131, 132, 133, 134, 135, 136, 137, 138, 141, 142, 143, 144, 145, 146, 147 and 148 and the common areas and facilities associated with those units. The Declarant reserves the right to expand the condominium by the addition of up to ninety-six (96) units, with the total number of units which may be declared hereunder to be one hundred twenty-eight (128) units. The expandable land which may be added to the Condominium is described in Exhibit B.

2. Definitions. As provided in Section 12, I of the Condominium Act, capitalized terms not otherwise defined herein, or in the Bylaws recorded herewith, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "Bylaws" mean the Bylaws providing for the self-government of the Condominium, recorded herewith, as amended from time to time.

(b) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes any Limited Common Area.

(c) "Condominium" means Sterling Hill at Exeter, a Condominium, the condominium established by this Declaration.

(d) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(e) "Land" shall have the meaning set forth hereinabove.

(f) "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(g) "Owner or Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(h) "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest of each unit in the Common Area as set forth in Exhibit D attached hereto.

(i) "Property" means the land and buildings and all other improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto, and all articles of personal property intended for common use in connection therewith, except as any of the foregoing may be limited in Exhibit A attached hereto.

(j) "Registry" means the Rockingham County Registry of Deeds.

(k) "Rules" means those rules and regulations adopted from time to time by the Board of Directors of the Association relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.

(l) "Site Plan and Floor Plans" or "Plan" means the plat of the entire property described in this Declaration, and all floor plans relative thereto, recorded simultaneously herewith or recorded subsequently.

(m) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof.

(n) "Unit Owners' Association", or "Sterling Hill at Exeter, a Condominium Unit Owners' Association," or "Association" means all the Owners acting as a group in accordance with this Declaration and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act:

(a) Name. This condominium shall be known as "Sterling Hill at Exeter, a Condominium."

(b) Location. This condominium is located on Guinea Road, Exeter, County of Rockingham, State of New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A. The Expandable Land is described in Exhibit B. See Exhibit C for a description of the Expandable Land Provisions of the Condominium. The Land may be subject to easements for the benefit of adjacent developments.

(d) Description of Units.

(i) Buildings. This Condominium consists of a maximum of one hundred twenty-eight (128) units. The Site Plan approved by the Town of Exeter Planning Board which depicts the entire development is recorded at the Rockingham County Registry of Deeds as Plan #D-30078. The Declarant has chosen to construct or develop the Condominium in phases. The first phase includes one (1) building containing units 111-118, 121-128, 131-138 and 141-148, or a total of thirty-two (32) units. The location and dimensions of this building are shown as Building I on the Site and Floor Plans. The Condominium may be expanded to include not more than three (3) additional buildings, containing thirty-two (32) units in each such building.

(ii) Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit D is a list of the Units, their respective identifying numbers or Unit designations, and the Undivided Percentage Interests in the Common Area appurtenant to each. Exhibits D-1, D-2, and D-3 indicate how those Undivided Percentage Interests will be changed as the Condominium is expanded in each potential phase.

(iii) Unit Boundaries:

The boundaries of each Unit with respect to floors, ceilings, walls, doors, and windows thereof are as follows:

(A) Floors: The upper surface of the subflooring.

(B) Ceilings: The plane of the upper surface of the wallboard, plasterboard or plaster of which the ceilings are constructed.

(C) Interior Building Walls between Units: The plane of the surface facing such unit of the wall studs.

(D) Exterior Building Walls, Doors and Windows: As to exterior walls, the plane of the interior surface of the wall studs; as to doors providing access and egress to the unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the window and panel frames.

Except as provided herein:

(1) Interior walls, floors or ceilings are designated as boundaries of a Unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors, or ceilings are a part of the Common Area.

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Area allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Area is a part of the Common Area.

(3) Subject to the provision of paragraph (2), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(4) Any doorsteps, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit.

(e) Description of Common Area and Limited Common Area.

(i) Common Area. Common Area consists of the entire property other than the Units and includes, but not by way of limitation: the Land and the Community House, the walks, shrubbery and other plantings, and other land and interests in land included and described in Exhibit A hereto: the water supply, sewage disposal, electrical, telephone, and other utility systems serving the condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof servicing a single Unit and contained within a Unit); and the pipes, ducts, chutes, conduits, plumbing, wires, meters, meter housings, and other facilities for the furnishing of utility services or waste removal located within a Unit, which serve parts of the condominium other than the Unit within which they are located, and also those located within the yard areas, the roofs, foundations, bearing walls, bearing columns, and other structural portions of the buildings; the perimeter

walls, ceilings, the floors bounding each Unit to the unfinished interior surfaces thereof and other walls which are not within a Unit; any detention pond and other drainage facilities, including, without limitation, pumping facilities; any other amenities constructed or to be constructed on the Land; and all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, and including any easements serving the Property set forth in Exhibit A hereto.

(ii) Limited Common Area. Certain decks, storage areas, and parking spaces are Limited Common Area, being reserved for the exclusive use of the Unit to which they are adjacent or assigned. Designations of the aforementioned Limited Common Area or of any other Limited Common Area shall be shown on the Plans. Each Limited Common Area is owned in common by all of the Owners, but is restricted to the use and benefit of the Unit or Units which it services.

(iii) Use. The use of the Common Area shall be limited to the owners in residence and to their tenants in residence, and to their guests. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his guests. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area shall be governed by the Bylaws and by the Rules as adopted and amended from time to time by the Board of Directors of the Association.

(f) Reassignment of Limited Common Area. Limited Common Area may be reassigned pursuant to Section 19 of the Condominium Act. Pursuant to RSA 356-B:16, I (f), the Declarant reserves the right to designate additional limited common areas by amendment to this Declaration at any time prior to conveyance of any Unit.

(g) Allocation of Percentage Interests. All Units will have such Undivided Percentage Interests in the Common Area in proportion to the square footage of each unit, as reflected in Exhibit D attached hereto.

(h) Statement of Purpose and Restrictions on Use. The Condominium and each of the Units are primarily intended for residential use and the following provisions, together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:

(i) Residential Use; Limitation. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants and guests of the Owner, except for such limited professional use as the Association, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. No more than three (3) persons shall reside in any Unit. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the Lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration,

and any rules and/or regulations adopted by the Board of Directors of the Association.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have not been sold and conveyed. Declarant and its duly authorized agents, representatives, and assigns may make such reasonable use of the Condominiums as may facilitate the sale and conveyance, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property, and the displaying of signs. In addition, the Declarant and its duly authorized agents, representatives, and employees shall have the right to use any and all unsold and unconveyed Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(iii) Easement for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(iv) Occupancy Limitation. No Unit in any building shall be leased, sold, or occupied until the Owner thereof shall have received an occupancy permit for the Unit in accordance with the Zoning Ordinance and Building Code of the Town of Exeter.

(v) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units, Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines, and other common Area serving such other Units and located in such Unit. The duly authorized representative of the Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Area contained therein or elsewhere in the building. Every portion of a Unit

which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(vi) Owners Subject to Declaration, Bylaws, and Rules and Regulations. All present or future Owners, tenants, and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws, and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration, Bylaws, and Rules to be adopted by the Board of Directors of the Association, and the decisions and resolutions of the Association, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provisions, decision, or resolution shall be grounds for an action by the Association or any Unit Owner to recover sums due, for damages or for injunctive relief. All such actions in law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association or Unit Owner shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in Article XII of the Bylaws.

(vii) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, including, without limitation, Paragraph 4 hereof, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same.

(viii) Property Subject to Covenants, Easements, and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements, and restrictions of record, including without limitation those which are set forth or referred to in Exhibit A.

(ix) Reservation of Utility Easements. The Declarant reserves on behalf of itself and the Association and their successors and assigns, perpetual easements over all Units and the Common Area for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of all utility

services necessary or desirable in connection with operation of the Condominium, including, without limitation, water, sewage disposal, telephone, heating and air conditioning, gas, cable television and electrical systems, all for the benefit of the respective Owners of the Condominium, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

(x) No Subdivision or Partition. No Unit may be divided or subdivided into a smaller Unit; no Unit or portion thereof shall be added to or incorporated into another Unit. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act.

(xi) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Association an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium, or be in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the Common Area without the prior written consent of the Association.

(xii) Sprinkler System. In the event that any Unit shall be equipped with a sprinkler system, nothing shall be hung from the sprinkler or any pipe or other structure comprising a part of the system, nor shall any such sprinklers, wiring, or components be painted, covered, or otherwise changed, tampered with or altered.

(xiii) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III of the Condominium Act, be used to repair, replace, or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors of the Association are hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims; and proceeds of insurance shall be payable to Sterling Hill at Exeter, a Condominium Unit Owners' Association, the Unit Owners, or any mortgagees as their interests may appear. The procedure for reconstruction and repair is set forth in Article VI of the Bylaws.

(xiv) Garbage. Garbage, trash and refuse may be removed at suitable regular intervals as directed by the Board of Directors of the Association. No dumping or burning of garbage, trash or refuse shall be permitted on condominium property. No garbage, trash or refuse may be stored in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. All containers for garbage, trash and refuse shall be kept under cover from view, except for a reasonable time before removal.

(xv) Antennas. No unit owner shall erect, install, or maintain any outside television and/or radio antennas or satellite dish. Windmills are not permitted on any part of the condominium property.

(xvi) Recreational Vehicles. Recreational vehicles including, but not limited to, boats, trailers, campers, motor homes, snowmobiles, all-terrain vehicles, etc. shall not be allowed on any part of the Condominium property.

(xvii) Exterior Lighting. No Unit Owner shall install any exterior lighting on any Unit or change the original exterior light fixtures installed by the Declarant.

(i) Housing for Older Persons.

(i) The 32 units declared hereunder and the maximum of 128 units which may be submitted to this Declaration are hereby subjected to the provisions of RSA 354-A:15 relative to housing for older persons, and the administrative rules of the New Hampshire Commission for Human Rights (Hum 302.03 and Hum 303.02) which provide that if at least 80% of the Units within this Condominium are intended for and occupied by at least one person age 55 years or older this Condominium is exempted from certain anti-discrimination laws. The Declarant hereby states that as of the expiration of the period under the Expandable Land Provisions of Exhibit C, at least 80% of the Units declared as of that time shall qualify as "55 or Over Housing" under RSA 354-A:15 and Hum 302.03 and Hum 303.02.

(ii) In addition to the restrictions on use and occupancy otherwise provided hereunder, the Declarant hereby establishes certain special use and conveyancing restrictions pertaining to the Elderly Housing Units ("EH Unit").

(A) The use and occupancy of each Unit shall be by at least one person age 55 or older. Provided, however, that the following conditional exceptions shall apply:

(1) In the event of the death of one occupant which shall result in the use and occupancy by a person or persons who have previously occupied that EH Unit and who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title

to that Unit at which time the use and occupancy by at least one person age 55 or older must be re-established.

(2) In the event of a) divorce, b) legal separation or c) abandonment by a person in relationship with other occupants of an EH Unit which shall result in the use and occupancy by a person or persons who have previously occupied that EH Unit who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that EH Unit, at which time the use and occupancy by at least one person age 55 or older must be re-established.

(3) The term "abandonment" shall mean an uninterrupted and permanent cessation of occupancy and residency. The terms "person in relationship with other occupants of an EH Unit", shall mean either a person who has a direct familial relationship with any other occupant, or who has cohabited with another person in common residency. The occupants of any EH Unit who shall claim entitlement to this exception shall be required to file an affidavit with the Board of Directors of the Association, attesting to the fact that the initial occupancy was established in conformity with the age 55 or over condition and that events have occurred since that time which entitle those occupants to qualify the unit under this exception. The affidavit shall be signed under penalties of perjury.

(B) No rental, lease, or other tenancy shall be made or entered into unless at least one of the lessees occupying the Unit shall be at least 55 years of age or older and unless such rental, lease or tenancy shall be for a period of at least one (1) year.

(C) Except as provided under paragraph (ii)(A)(1) or (2), no guest or other invitee under the age of 55 years of age shall be permitted to occupy any EH unit for a period of more than one (1) month. No such occupancy shall occur unless at least one person age 55 or older shall also inhabit the EH Unit at the same time as such guest or invitee.

(iii) Enforcement Rights.

(A) In the event of a violation of any of the conditions set forth in paragraph (ii)(A), (B) or (C) above, the Declarant or the Association shall, after a thirty (30) day written notice to cease the violation, have the right to enforce the age restriction in any court of competent jurisdiction. The court shall have the ability to enforce all equitable or legal remedies deemed appropriate, including but not limited to the requirement that the unit be sold or, where appropriate, a person or persons be evicted. All costs, including legal fees, shall be recoverable by the successful moving party against the EH unit owner, and shall be deemed a charge against the unit, recoverable by the Association as a lien under the Bylaws and this Declaration.

(B) In the event that the occupancy of any EH unit shall be established in apparent conformity with this Declaration, but which occupancy was not intended for permanent qualification, but rather as subterfuge, the above remedies shall apply and be available. An example of an instance where this provision would apply would be any circumstance where an EH unit is initially occupied for a short period of time by a person aged 55 or older, who then moves out, leaving occupants of school or college age as occupants, without a resident age 55 years or older, or any equivalent or similar circumstance, or any circumstance which is determined to be a willful attempt to evade the purposes of the above age restrictions.

(iv) Elderly Services.

(A) Pursuant to RSA 354-A:15 and New Hampshire Human Rights Commission Rule Hum 302.03, the Declarant hereby establishes and declares that as part of this Condominium, the Declarant or the Board of Directors of the Association shall provide or make available to the unit owners the following services and facilities which are designed to meet the physical or social needs of older persons. The Board of Directors shall from time to time adopt policies and procedures to implement the services and facilities and shall have an Agent (the "Agent") qualified in the field of elderly services to make recommendations regarding these or other services and facilities, including recreational or other social programs. The Agent shall also serve as the coordinator of all programs and services as described herein, or as otherwise shall be made available to the residents. The categories of services and facilities which shall be made available to the residents of the elderly housing units are as follows:

(1) Programs designed to provide a social life for residents.

(2) Continuing education programs of interest to residents.

(3) Information and counseling services.

(4) Recreational programs.

(5) Homemaker services.

(6) An accessible physical environment.

(7) Emergency and preventive health care programs.

(8) Community house, including computers, kitchen, library.

(9) Community garden.

In the event that any of the above listed services shall cease to exist or operate, the Board of Directors or its Agent shall use all reasonable effort to identify a replacement service to provide that service.

(B) The cost of the above services shall be borne by the Owners of the elderly housing Units within the Condominium, or by the individual Unit Owners, whichever shall be determined appropriate by the Board of Directors.

(j) RSA 356-B:41 - Upkeep of Condominium - Warranty Against Structural Defects.

(i) Except to the extent otherwise provided by the condominium instruments, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong (a) to the individual unit owners' Association in the case of the common areas, and (b) to the individual unit owner in the case of any unit or any part thereof. Each unit owner shall afford to the unit owners' association and to any of its agents or employees such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. But to the extent that damage is inflicted upon the common areas or any unit through which access is taken, the unit owner causing the same, or the unit owners' association if it has caused the same, shall be liable for the prompt repair thereof.

(ii) Notwithstanding anything in this section to the contrary, the declarant shall warrant or guarantee, against structural defects, each of the units for one (1) year from the date each is conveyed, and all of the common areas for one (1) year. The one year referred to in the preceding sentence shall begin as to each of the common areas whenever the same has been completed or if later, (a) as to any common area within any additional land or portion thereof, at the time the first unit therein is conveyed. For the purposes of this paragraph, no unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components constituting any unit or common area which reduce the stability or safety of the part of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. Nothing in this paragraph shall be construed to make the declarant responsible for any items of maintenance relating to the units or common areas.

4. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least sixty-seven (67%) percent of the Owners; provided, however, that (i) any such amendment shall be executed by such sixty-seven (67%) percent of the Owners or by the President and Treasurer of the Association accompanied by a Certificate of Vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34, IV of the Condominium Act; (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease, or other disposition of such Unit(s); (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; (vi) any amendment of material nature as defined in Section 402.02 of FNMA Lending documents dated January 1, 1983, shall have been approved in writing by fifty-one (51%) percent of the mortgagee or mortgagees holding first mortgages on Units; and (vii) any such amendment shall not be contrary to any provisions of the Town of Exeter Zoning Ordinance and Building Code or Subdivision Regulations.

5. FNMA/FHLMC Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or the Federal Housing Administration (FHA) under the laws and regulations applicable thereto.

(a) Any holder, insurer, or guarantor of a first mortgage on a Unit in the Condominium shall, upon written request, be entitled to written notification from the Association of any of the following (holders of first mortgages who have submitted such written requests will be referred to as "Eligible Mortgage Holders"):

(i) A condemnation or loss which affects a material portion of the Property of such Unit on which such first mortgagee holds a first mortgage lien;

(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by a mortgagor of such Unit;

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

(iv) Any action for which the consent of Eligible Mortgage Holders is required pursuant to this Declaration;

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (of assignment) in lieu of foreclosure, shall take the property free of any claims

for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

(c) Unless at least fifty-one (51%) percent of the Eligible Mortgage Holders (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium project; (ii) change the Percentage Interests or obligations of any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such Property; or (vi) amend, modify, or otherwise change any material rights or obligations under this Declaration or the Bylaws. In the case of termination of the Condominium for any reason other than substantial destruction or condemnation, prior written approval of sixty-seven (67%) percent of Eligible Mortgage Holders shall be required.

(d) The Board of Directors of the Association shall assure that its books, records, and financial statements, as well as current copies of the Declaration, Bylaws, and Rules are available for inspection by Unit Owners or holders, insurers, or guarantors of first mortgages on Units during normal business hours or under other reasonable circumstances.

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

(f) No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

(g) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies, and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who gives a first mortgage on his Unit shall notify the Association of the name and address of the first mortgagee of such Unit. All mortgagees with respect to which the Association has received such notice shall be given written notice of any damage or loss where the cost of

restoring the Common Area exceeds Ten Thousand ($10,000.00) Dollars, and the first mortgagee of a Unit shall be given written notice of damage or loss to the Unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand ($1,000.00) Dollars, the Association is made aware of such damage or loss, and notice of such mortgage has been supplied to the Association.

(h) If FHLMC or FNMA or FHA holds any interest in one or more mortgages of Units:

(i) The Association shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the Bylaws, in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA, or FHA, including, but not limited to, dishonest acts on the part of the officers of the Association, employees, or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Association and if FHLMC, FNMA, or FHA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA, or FHA (or all) holds such interests.

(ii) Whenever any Unit and/or Common Area is damaged by fire or other hazard, the Association shall give notice to such persons as may be required by FHLMC or FNMA.

(iii) Any holder, insurer, or guarantor, or grantor of a first mortgage on any Unit shall be entitled to have the Association provide a copy of the audited financial statement for the immediate preceding fiscal year of the Association. If no such audited statement exists, the requesting party is entitled to have an audited statement prepared at its own expense, or at its option to receive a copy of any unaudited statement. Upon such request, the Association must provide the financial statement to the requesting party within a reasonable time.

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

7. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof is, at the time of recording this Declaration, void, voidable, or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns, and all persons claiming by, through, or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall

be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

8. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

9. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

STERLING HILL DEVELOPMENT, L.L.C.
Declarant

By: _____, Manager
Eric S. Katz, Member

STATE OF NEW HAMPSHIRE
County ~~of Rockingham~~ Strafford

On this the 30th day of June, 2003, personally appeared Eric S. Katz, a duly authorized Member of Sterling Hill Development, L.L.C., a New Hampshire limited liability company, and acknowledged that he executed the above on behalf of the said limited liability company.

_____
Notary Public/
~~Justice of the Peace~~

MARLENE BALTZLEY, Notary Public
My Commission Expires December 16, 2003

EXHIBIT A

A certain tract or parcel of land situate on Guinea Road in the Town of Exeter, County of Rockingham and State of New Hampshire and shown as **Phase 1** on a plan entitled "Compiled Phasing Plan, The Village at Sterling Hill, Exeter RC-LLC," dated July 18, 2002, as revised, prepared by Cammett Engineering and recorded in the Rockingham County Registry of Deeds as Plan #D-30079, more particularly bounded and described as follows:

BEGINNING at a point which is S 56° 17' 12" E a distance of 0.24 feet from a "Town bound set" and running S 05° 22' 00" E along Guinea Road a distance of 56.12 feet to a point; thence turning and running N 78° 17' 00" E a distance of 28.12 feet to a point; thence S 01° 43' 00" E a distance of 391.46 feet to a point; thence along a curve to the right with a radius of 660 feet a distance of 179.86 feet to a point; thence S 54° 41' 12" E a distance of 378.31 feet to a point; thence S 66° 37' 13" E a distance of 199.02 feet to a point; thence turning and running N 20° 51' 15" E along Phase 2 as shown on said Plan a distance of 159.15 feet to a point; thence turning and running N 57° 37' 15" E along said Phase 2 a distance of 43.51 feet to a point; thence turning and running S 65° 39' 47" E along said Phase 2 a distance of 232.56 feet to a point; thence running along Phase 3 as shown on said Plan on a curve to the left with a radius of 59.00 feet a distance of 255.94 feet; thence turning and running N 20° 51' 15" E along said Phase 3 a distance of 152.32 feet to a point; thence N 56° 25' 41" W along land now or formerly of Exeter RC-LLC a distance of 61.40 feet to a point; thence running N 56° 17' 12" W along said Exeter RC-LLC land a distance of 1033.80 feet to the point of beginning. Containing 9.63 acres.

This conveyance is SUBJECT TO, as may be applicable, and WITH THE BENEFIT OF the following:

1. A Declaration of Reciprocal Access Easements, Exeter-RC, LLC as Declarant, recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1316. The easements referred to therein are shown on a Plan entitled "Easements Plan Access and Wells" recorded in the Rockingham County Registry of Deeds as Plan #D-29148.

2. A Declaration of Well Radius Easement, Exeter-RC, LLC, recorded in the Rockingham County Registry of Deeds at Book 3623, Page 2398.

3. Declaration of Up Gradient, Side Gradient and Down Gradient Nitrate Setback Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1320.

4. Declaration of Septic System Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1322.

5. Declaration of Up Gradient Nitrate Setback Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1324.

See plans recorded in the Rockingham County Registry of Deeds as Plan #D-29148, #D-29149 and #D-29150 regarding the above listed Declarations.

As affirmed by Exeter-RC, LLC in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208: Declaration Items 3, 4 and 5 above are not to be construed as prohibiting the construction of buildings or above ground structures within the areas covered by those Declarations but shall only prohibit the installation of septic systems within those areas.

Also SUBJECT TO an Easement in favor of the Exeter & Hampton Electric Company recorded in the Rockingham County Registry of Deeds at Book 1676, Page 423.

FURTHER CONVEYED TOGETHER WITH the benefit of:

A. A non-exclusive easement in favor of the grantee, its successors and/or assigns to construct and install a sewer line across the land now or formerly of Exeter-RC, LLC shown as Lot 2 on "Lot Line Adjustment Plan for Sterling Hill Development, L.L.C." recorded in the Rockingham County Registry of Deeds as Plan #D-29990 and to tie into the existing sewer line located on the property now or formerly of Exeter-RC, LLC at no cost to the grantee. The easement area is 25 feet in width and is located as shown on "Lot Line Adjustment Plan" described above as "Proposed 25' Wide Sewer Easement."

B. A non-exclusive easement in favor of the grantee, its successors and/or assigns to construct and install a sewer line across the adjacent land of Sterling Hill Development, LLC shown as Phase 2 and Phase 3 on said plan entitled "Compiled Phasing Plan, The Village at Sterling Hill, Exeter RC-LLC," dated July 18, 2002, as revised, prepared by Cammett Engineering. The easement area is 25 feet in width and is located along the southerly boundary of said Phase 2 and Phase 3 as a continuation in a westerly direction of the above-referenced "Proposed 25' Wide Sewer Easement."

AND FURTHER CONVEYED SUBJECT TO the following:

Reservation by Exeter-RC, LLC as set forth in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208 of all rights of access over and through the premises conveyed herein through the roadways to be constructed by the grantee and all rights to extend or construct or install all utilities within such roadways or otherwise within the conveyed premises, all for the purposes of access to and the servicing of any improvements or development which may be constructed upon the land now or formerly of Exeter-RC, LLC in Exeter, New Hampshire which is adjacent to the conveyed premises. Exeter-RC, LLC shall have all easement or easement right necessary to the exercise of the above reserved rights.

As a condition to the above rights of access over and through the premises conveyed herein, by agreement of Exeter-RC, LLC as set forth in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208, such access is to be used by Exeter-RC, LLC in a reasonable manner and use and the grantee is indemnified and held harmless by Exeter-RC, LLC from any damages caused by Exeter-RC, LLC's use of such roadways whether to the roadways themselves or other users of such roadways.

EXHIBIT B

Expandable Land

PARCEL 1:

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

BEGINNING at a point which is S 56° 17' 12" E a distance of 0.24 feet from a "Town bound set," as shown on the plan described below, thence S 05° 22' 00" E along Guinea Road for a distance of 56.12 feet to a point; thence turning and running N 78° 17' 00" E a distance of 28.12 feet to a point; thence S 01° 43' 00" E for a distance of 391.46 feet to a point; thence along a curve with a radius of 660 feet and a length of 3.13 feet to a point; thence along a curve with a radius of 660 feet and a length of 176.73 feet to a point; thence S 54° 41' 12" E for a distance of 378.31 feet to a point; thence S 66° 37' 13" E for a distance of 268.02 feet to a point; thence along a curve with a radius of 7125 feet and a length of 859.67 feet to a point; thence N 26° 47' 23" E for a distance of 180.74 feet to a point; thence N 63° 12' 37" W for a distance of 169.32 feet to a point; thence N 26° 06' 01" E for a distance of 174.54 feet to a point; thence N 37° 16' 48" W for a distance of 92.90 feet to a point; thence N 56° 25' 41" W for a distance of 525.45 feet to a point; thence N 56° 17' 12" W for a distance of 1033.80 feet to the point of beginning.

Meaning and intending to describe **Lot** #1 consisting of a 16.08 acre area as shown on a "Lot Line Adjustment Plan for Sterling Hill Development, L.L.C." recorded in the Rockingham County Registry of Deeds as Plan #D-29990.

EXCEPTING and RESERVING from the above-described premises the following tract of land:

A certain tract or parcel of land situate on Guinea Road in the Town of Exeter, County of Rockingham and State of New Hampshire and shown as **Phase 1** on a plan entitled "Compiled Phasing Plan, The Village at Sterling Hill, Exeter RC-LLC," dated July 18, 2002, as revised, prepared by Cammett Engineering and recorded in the Rockingham County Registry of Deeds as Plan #D-30079, more particularly bounded and described as follows:

BEGINNING at a point which is S 56° 17' 12" E a distance of 0.24 feet from a "Town bound set" and running S 05° 22' 00" E along Guinea Road a distance of 56.12 feet to a point; thence turning and running N 78° 17' 00" E a distance of 28.12 feet to a point; thence S 01° 43' 00" E a distance of 391.46 feet to a point; thence along a curve to the right with a radius of 660 feet a distance of 179.86 feet to a point; thence S 54° 41' 12" E a distance of 378.31 feet to a point; thence S 66° 37' 13" E a distance of 199.02 feet to a point; thence turning and running N 20° 51' 15" E along Phase 2 as shown on said Plan a distance of 159.15 feet to a point; thence turning and running N 57° 37' 15" E along said Phase 2 a distance of 43.51 feet to a point; thence turning and running S 65° 39' 47" E along said Phase 2 a distance of 232.56 feet to a point; thence running along Phase 3 as

shown on said Plan on a curve to the left with a radius of 59.00 feet a distance of 255.94 feet; thence turning and running N 20° 51' 15" E along said Phase 3 a distance of 152.32 feet to a point; thence N 56° 25' 41" W along land now or formerly of Exeter RC-LLC a distance of 61.40 feet to a point; thence running N 56° 17' 12" W along said Exeter RC-LLC land a distance of 1033.80 feet to the point of beginning. Containing 9.63 acres.

This conveyance is SUBJECT TO and WITH THE BENEFIT OF the following:

1. A Declaration of Reciprocal Access Easements, Exeter-RC, LLC as Declarant, recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1316. The easements referred to therein are shown on a Plan entitled "Easements Plan Access and Wells" recorded in the Rockingham County Registry of Deeds as Plan #D-29148.

2. A Declaration of Well Radius Easement, Exeter-RC, LLC, recorded in the Rockingham County Registry of Deeds at Book 3623, Page 2398.

3. Declaration of Up Gradient, Side Gradient and Down Gradient Nitrate Setback Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1320.

4. Declaration of Septic System Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1322.

5. Declaration of Up Gradient Nitrate Setback Easement recorded in the Rockingham County Registry of Deeds at Book 3622, Page 1324.

See plans recorded in the Rockingham County Registry of Deeds as Plan #D-29148, #D-29149 and #D-29150 regarding the above listed Declarations.

As affirmed by Exeter-RC, LLC in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208: Declaration Items 3, 4 and 5 above are not to be construed as prohibiting the construction of buildings or above ground structures within the areas covered by those Declarations but shall only prohibit the installation of septic systems within those areas.

Also SUBJECT TO an Easement in favor of the Exeter & Hampton Electric Company recorded in the Rockingham County Registry of Deeds at Book 1676, Page 423.

FURTHER CONVEYED TOGETHER WITH the benefit of:

A. A 20' wide drainage easement shown as "Proposed 20' Drainage Easement" on said plan entitled "Lot Line Adjustment Plan for Sterling Hill Development, L.L.C." recorded in the Rockingham County Registry of Deeds as Plan #D-29990.

B. A non-exclusive easement in favor of the grantee, its successors and/or assigns to construct and install a sewer line across the adjacent land now or formerly of Exeter-RC, LLC and to tie into the existing sewer line located on the property now or formerly of Exeter-RC, LLC at no cost to the grantee. The easement area is 25 feet in width and is located as shown on "Lot Line Adjustment Plan" described above as "Proposed 25' Wide Sewer Easement."

AND FURTHER CONVEYED SUBJECT TO the following:

Reservation by Exeter-RC, LLC as set forth in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208 of all rights of access over and through the premises conveyed herein through the roadways to be constructed by the grantee and all rights to extend or construct or install all utilities within such roadways or otherwise within the conveyed premises, all for the purposes of access to and the servicing of any improvements or development which may be constructed upon the land now or formerly of Exeter-RC, LLC in Exeter, New Hampshire which is adjacent to the conveyed premises. Exeter-RC, LLC shall have all easement or easement right necessary to the exercise of the above reserved rights.

As a condition to the above rights of access over and through the premises conveyed herein, by agreement of Exeter-RC, LLC as set forth in Deeds recorded in the Rockingham County Registry of Deeds at Book 3806, Page 2503 and Book 3820, Page 208, such access is to be used by Exeter-RC, LLC in a reasonable manner and use and the grantee is indemnified and held harmless by Exeter-RC, LLC from any damages caused by Exeter-RC, LLC's use of such roadways whether to the roadways themselves or other users of such roadways.

PARCEL 2:

ALSO as part of the expandable area is Lot #2 consisting of 17.25 acres as shown on said "Lot Line Adjustment Plan for Sterling Hill Development, L.L.C." recorded in the Rockingham County Registry of Deeds as Plan #D-29990.

Also included are all easements necessary to the use and operation of the improvements to be constructed within the Expandable Land, which easements are granted with respect to the Submitted Land. The said easements shall include all necessary access rights or easements and all utility easements, including water and sewer service, all of which may be located within the submitted Land as described in Exhibit A, and which may be necessary to the said use of the improvements and facilities with Expandable Land.

EXCEPTING AND RESERVING all rights and easements necessary to the use or operation of any improvements within the Submitted Land as defined in Exhibit A, including all rights of access over any roadways within the Expandable Land, and the right and easement to use any utilities, including water and sewer utilities located within

the Expandable Land and necessary to the use and operation of the improvements which may be located within the Submitted Land.

The Expandable Land is subject to the Easements listed under "Exhibit A-1" to this Declaration.

EXHIBIT C
EXPANDABLE LAND PROVISIONS

1. The Declarant hereby reserves the right and option to expand the Condominium to not more than a total of one hundred twenty-eight (128) units.

2. The consent of the unit owners will not be required for any such expansion.

3. The Declarant hereby reserves the right to expand the condominium by Amendment hereto for a period not to exceed seven (7) years from the date of the recording of this Declaration.

4. If any additional land is added to the Condominium there are no limitations as to which portions of the expandable land must be added.

5. Portions of the expandable land may be added at different times and there are no limitations as to the boundaries of the portions of the expandable land which may be added.

6. There are no assurances made that any improvements within the expandable land will be located in any given portion or area.

7. The maximum number of units that may be created within the expandable land is ninety-six (96) units.

8. The expandable land will be restricted entirely to residential uses.

9. Any structures to be constructed upon the expandable land shall be compatible with the structures located within the submitted land in terms of quality of construction and the principal materials used, but not necessarily architectural style.

10. In addition to the new buildings and units, certain roadways, sewer facilities, utilities and water mains and pumps may be constructed upon the expandable land.

11. The units which may be created within the expandable land may or may not be substantially identical to the units on the submitted land.

12. The Declarant makes no assurances with regard to the creation of limited common areas within the expandable land.

EXHIBIT D

D

THE VILLAGE AT STERLING HILL		
PERCENTAGE INTERESTS		
BLD. 1	SQ.	%
UNITS	FEET	INT.
111	1,382	2.7144%
112	1,745	3.4273%
113	1,745	3.4273%
114	1,382	2.7144%
115	1,382	2.7144%
116	1,745	3.4273%
117	1,745	3.4273%
118	1,382	2.7144%
121	1,484	2.9147%
122	1,745	3.4273%
123	1,745	3.4273%
124	1,382	2.7144%
125	1,382	2.7144%
126	1,745	3.4273%
127	1,745	3.4273%
128	1,484	2.9147%
131	1,484	2.9147%
132	1,745	3.4273%
133	1,745	3.4273%
134	1,382	2.7144%
135	1,382	2.7144%
136	1,745	3.4273%
137	1,745	3.4273%
138	1,484	2.9147%
141	1,484	2.9147%
142	1,745	3.4273%
143	1,745	3.4273%
144	1,517	2.9795%
145	1,517	2.9795%
146	1,745	3.4273%
147	1,745	3.4273%
148	1,484	2.9147%
	50,914	100.0000%

D

D-1

BLD. 1 UNITS	SQ. FEET	% INT.	BLD. 2 UNITS	SQ. FEET	% INT.
111	1,382	1.3572%	211	1,382	1.3572%
112	1,745	1.7137%	212	1,745	1.7137%
113	1,745	1.7137%	213	1,745	1.7137%
114	1,382	1.3572%	214	1,382	1.3572%
115	1,382	1.3572%	215	1,382	1.3572%
116	1,745	1.7137%	216	1,745	1.7137%
117	1,745	1.7137%	217	1,745	1.7137%
118	1,382	1.3572%	218	1,382	1.3572%
121	1,484	1.4574%	221	1,484	1.4574%
122	1,745	1.7137%	222	1,745	1.7137%
123	1,745	1.7137%	223	1,745	1.7137%
124	1,382	1.3572%	224	1,382	1.3572%
125	1,382	1.3572%	225	1,382	1.3572%
126	1,745	1.7137%	226	1,745	1.7137%
127	1,745	1.7137%	227	1,745	1.7137%
128	1,484	1.4574%	228	1,484	1.4574%
131	1,484	1.4574%	231	1,484	1.4574%
132	1,745	1.7137%	232	1,745	1.7137%
133	1,745	1.7137%	233	1,745	1.7137%
134	1,382	1.3572%	234	1,382	1.3572%
135	1,382	1.3572%	235	1,382	1.3572%
136	1,745	1.7137%	236	1,745	1.7137%
137	1,745	1.7137%	237	1,745	1.7137%
138	1,484	1.4574%	238	1,484	1.4574%
141	1,484	1.4574%	241	1,484	1.4574%
142	1,745	1.7137%	242	1,745	1.7137%
143	1,745	1.7137%	243	1,745	1.7137%
144	1,517	1.4898%	244	1,517	1.4898%
145	1,517	1.4898%	245	1,517	1.4898%
146	1,745	1.7137%	246	1,745	1.7137%
147	1,745	1.7137%	247	1,745	1.7137%
148	1,484	1.4574%	248	1,484	1.4574%
	50,914	50.0000%		50,914	50.0000%

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BLD. 1 UNITS	SQ. FEET	% INT.	BLD. 2 UNITS	SQ. FEET	% INT.	BLD. 3 UNITS	SQ. FEET	% INT.
111	1,382	0.9048%	211	1,382	0.9048%	311	1,382	0.9048%
112	1,745	1.1424%	212	1,745	1.1424%	312	1,745	1.1424%
113	1,745	1.1424%	213	1,745	1.1424%	313	1,745	1.1424%
114	1,382	0.9048%	214	1,382	0.9048%	314	1,382	0.9048%
115	1,382	0.9048%	215	1,382	0.9048%	315	1,382	0.9048%
116	1,745	1.1424%	216	1,745	1.1424%	316	1,745	1.1424%
117	1,745	1.1424%	217	1,745	1.1424%	317	1,745	1.1424%
118	1,382	0.9048%	218	1,382	0.9048%	318	1,382	0.9048%
121	1,484	0.9716%	221	1,484	0.9716%	321	1,484	0.9716%
122	1,745	1.1424%	222	1,745	1.1424%	322	1,745	1.1424%
123	1,745	1.1424%	223	1,745	1.1424%	323	1,745	1.1424%
124	1,382	0.9048%	224	1,382	0.9048%	324	1,382	0.9048%
125	1,382	0.9048%	225	1,382	0.9048%	325	1,382	0.9048%
126	1,745	1.1424%	226	1,745	1.1424%	326	1,745	1.1424%
127	1,745	1.1424%	227	1,745	1.1424%	327	1,745	1.1424%
128	1,484	0.9716%	228	1,484	0.9716%	328	1,484	0.9716%
131	1,484	0.9716%	231	1,484	0.9716%	331	1,484	0.9716%
132	1,745	1.1424%	232	1,745	1.1424%	332	1,745	1.1424%
133	1,745	1.1424%	233	1,745	1.1424%	333	1,745	1.1424%
134	1,382	0.9048%	234	1,382	0.9048%	334	1,382	0.9048%
135	1,382	0.9048%	235	1,382	0.9048%	335	1,382	0.9048%
136	1,745	1.1424%	236	1,745	1.1424%	336	1,745	1.1424%
137	1,745	1.1424%	237	1,745	1.1424%	337	1,745	1.1424%
138	1,484	0.9716%	238	1,484	0.9716%	338	1,484	0.9716%
141	1,484	0.9716%	241	1,484	0.9716%	341	1,484	0.9716%
142	1,745	1.1424%	242	1,745	1.1424%	342	1,745	1.1424%
143	1,745	1.1424%	243	1,745	1.1424%	343	1,745	1.1424%
144	1,517	0.9932%	244	1,517	0.9932%	344	1,517	0.9932%
145	1,517	0.9932%	245	1,517	0.9932%	345	1,517	0.9932%
146	1,745	1.1424%	246	1,745	1.1424%	346	1,745	1.1424%
147	1,745	1.1424%	247	1,745	1.1424%	347	1,745	1.1424%
148	1,484	0.9716%	248	1,484	0.9716%	348	1,484	0.9716%
	50,914	**33.3333%**		**50,914**	**33.3333%**		**50,914**	**33.3333%**

BK4158PG1539

D-3

BLD. 1 UNITS	SQ. FEET	% INT.	BLD. 2 UNITS	SQ. FEET	% INT.	BLD. 3 UNITS	SQ. FEET	% INT.	BLD. 4 UNITS	SQ. FEET	% INT.
111	1,382	0.6786%	211	1,382	0.6786%	311	1,382	0.6786%	411	1,382	0.6786%
112	1,745	0.8568%	212	1,745	0.8568%	312	1,745	0.8568%	412	1,745	0.8568%
113	1,745	0.8568%	213	1,745	0.8568%	313	1,745	0.8568%	413	1,745	0.8568%
114	1,382	0.6786%	214	1,382	0.6786%	314	1,382	0.6786%	414	1,382	0.6786%
115	1,382	0.6786%	215	1,382	0.6786%	315	1,382	0.6786%	415	1,382	0.6786%
116	1,745	0.8568%	216	1,745	0.8568%	316	1,745	0.8568%	416	1,745	0.8568%
117	1,745	0.8568%	217	1,745	0.8568%	317	1,745	0.8568%	417	1,745	0.8568%
118	1,382	0.6786%	218	1,382	0.6786%	318	1,382	0.6786%	418	1,382	0.6786%
121	1,484	0.7287%	221	1,484	0.7287%	321	1,484	0.7287%	421	1,484	0.7287%
122	1,745	0.8568%	222	1,745	0.8568%	322	1,745	0.8568%	422	1,745	0.8568%
123	1,745	0.8568%	223	1,745	0.8568%	323	1,745	0.8568%	423	1,745	0.8568%
124	1,382	0.6786%	224	1,382	0.6786%	324	1,382	0.6786%	424	1,382	0.6786%
125	1,382	0.6786%	225	1,382	0.6786%	325	1,382	0.6786%	425	1,382	0.6786%
126	1,745	0.8568%	226	1,745	0.8568%	326	1,745	0.8568%	426	1,745	0.8568%
127	1,745	0.8568%	227	1,745	0.8568%	327	1,745	0.8568%	427	1,745	0.8568%
128	1,484	0.7287%	228	1,484	0.7287%	328	1,484	0.7287%	428	1,484	0.7287%
131	1,484	0.7287%	231	1,484	0.7287%	331	1,484	0.7287%	431	1,484	0.7287%
132	1,745	0.8568%	232	1,745	0.8568%	332	1,745	0.8568%	432	1,745	0.8568%
133	1,745	0.8568%	233	1,745	0.8568%	333	1,745	0.8568%	433	1,745	0.8568%
134	1,382	0.6786%	234	1,382	0.6786%	334	1,382	0.6786%	434	1,382	0.6786%
135	1,382	0.6786%	235	1,382	0.6786%	335	1,382	0.6786%	435	1,382	0.6786%
136	1,745	0.8568%	236	1,745	0.8568%	336	1,745	0.8568%	436	1,745	0.8568%
137	1,745	0.8568%	237	1,745	0.8568%	337	1,745	0.8568%	437	1,745	0.8568%
138	1,484	0.7287%	238	1,484	0.7287%	338	1,484	0.7287%	438	1,484	0.7287%
141	1,484	0.7287%	241	1,484	0.7287%	341	1,484	0.7287%	441	1,484	0.7287%
142	1,745	0.8568%	242	1,745	0.8568%	342	1,745	0.8568%	442	1,745	0.8568%
143	1,745	0.8568%	243	1,745	0.8568%	343	1,745	0.8568%	443	1,745	0.8568%
144	1,517	0.7449%	244	1,517	0.7449%	344	1,517	0.7449%	444	1,517	0.7449%
145	1,517	0.7449%	245	1,517	0.7449%	345	1,517	0.7449%	445	1,517	0.7449%
146	1,745	0.8568%	246	1,745	0.8568%	346	1,745	0.8568%	446	1,745	0.8568%
147	1,745	0.8568%	247	1,745	0.8568%	347	1,745	0.8568%	447	1,745	0.8568%
148	1,484	0.7287%	248	1,484	0.7287%	348	1,484	0.7287%	448	1,484	0.7287%
	50,914	25.0000%		50,914	25.0000%		50,914	25.0000%		50,914	25.0000%

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