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DECLARATION OF CONDOMINIUM

OF

SEVEN GABLES CONDOMINIUMS

WHEREAS, JALUBILO, INC., a corporation formed under the laws of the State of New Hampshire and having a principal place of business at Hampton, County of Rockingham and State of New Hampshire, the sole owner of the lands and buildings to be described herein and improvements thereon hereby declares its intent to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by New Hampshire Revised Statutes Annotated, Chapter 356-B, Condominium Act. The owner shall henceforth be called "Declarant" for purposes of this Declaration, and said term shall apply to the owners, successors, heirs and assigns. The name of the condominium hereby created shall be "SEVEN GABLES CONDOMINIUMS" and it shall be located at 405 Ocean Boulevard, Hampton, County of Rockingham and State of New Hampshire.

I. DEFINITIONS

The terms herein shall have the meaning stated in The Condominium Act, and as follows, unless the context otherwise requires.

1. Association means the SEVEN GABLES CONDOMINIUM ASSOCIATION and its successors.
2. Common Area means the area, facilities and all portions of the Condominium other than units and the limited common areas.

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3. Limited Common Areas means those areas reserved for the exclusive use of one or more of the units but less than all of the units.

4. Common Expenses include: All expenditures lawfully made or incurred by or on behalf of the unit owner's Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium instruments.

5. Singular, plural, gender: Whenever the context so permits, the use of the singular the plural, and the use of any gender, shall be deemed to include all genders.

II. LEGAL DESCRIPTION BY METES AND BOUNDS OF THE LAND SUBMITTED FOR CONDOMINIUMS AS REQUIRED BY R.S.A. 356-B: 16 (c):

A tract of land, with the buildings thereon, situate in Hampton, Rockingham County, New Hampshire, bounded and described as follows:

Beginning on the northerly side of Ocean Boulevard being the road from Boar's Head to Hampton Beach Casino; thence westerly by said Boulevard 87 feet to a stake at land now or formerly of Mary A. Dodge; thence northerly by land of said Dodge 10 rods, more or less, to a stake at the salt marsh, owned formerly by the heirs of David Marston; thence easterly by the marsh 87 feet more or less, to land now or formerly of Philip Yeaton; thence southerly by land of said Yeaton 10 rods, more or less, to the point of beginning.

Containing $\frac{3}{8}$ of an acre, more or less, and being subject to the right of the adjoining owners over the above described land if any legal right of way exists.

For title reference see deed of George L. Farrahar, et al to JALUBILO, INC., dated June 17, 1981 and recorded in Rockingham Registry of Deeds at Book 2391, Page 1134.

Also see Plan entitled: As-Built Site Plan for Seven Cables Condominiums in Hampton, N.H. Scale: 1" = 20' Jan. 1982 Parker Survey Assoc., Inc., Exeter & Seabrook, N.H., being recorded herewith as Appendix "A" and in Rockingham Records as Plan #C-10629.

III. DESCRIPTION OF THE BOUNDARIES OF THE UNITS INCLUDING THE HORIZONTAL BOUNDARIES AS WELL AS THE VERTICAL BOUNDARIES AS REQUIRED BY R.S.A. 356-B 16 (d).

The Condominium consists of a two-story building which contains seven (7) units, a single-story building which contains three (3) units and sixteen (16) single-story cottages each of which contain one (1) unit. All said units are situate on the premises described in paragraph

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IP. above as shown on the Plan entitled: "As-Built Site Plan for Seven Gables Condominiums in Hampton, N.H. Scale: 1" = 20' Jan. 1982 Parker Survey Assoc., Inc. Exeter & Seabrook, N.H. (Appendix "A" herein).

There are a total of twenty-six (26) parking spaces provided: one space for each unit. The assignment of said spaces is to be made to each initial unit owner by the Declarant whereupon the Declarant shall cause said assigned spaces to be labeled with painted numerals or other appropriate markings which correspond to the numbers of the appropriate condominium units. All parking spaces shall be deemed a part of the common areas and facilities for purposes of maintenance, control and repair.

The units are constructed as shown on the Floor Plans entitled: "Floor Plans for Seven Gables Condominiums in Hampton, N.H. Scale 18" = 1' Jan. 1982 Parker Survey Assoc., Inc. Exeter & Seabrook, N.H.", being recorded herewith and hereinafter referred to as Appendix "B". Said plans are by reference thereto incorporated herein and made a part hereof.

- 1.) The following provisions shall determine and control the exact horizontal and vertical boundaries for units numbered 8, 9, 10, 11, 12, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26 and 27: Said units shall consist of the entire structure housing each unit as illustrated on the aforementioned Floor Plans, including without limitation all rooms, interior and exterior walls, the roofing and foundation associated with each unit, all doors, windows, porches, decks, doorsteps and any other apparatus or material designed to serve and contained within the boundaries of each said unit.
- 2.) The following provisions shall determine and control the exact horizontal and vertical boundaries for units numbered 18, 19 and 20 and for units numbered 1, 2, 3, 4, 5, 6 and for the first floor (ground floor) portion of unit numbered 7.
 - a.) Horizontal Boundaries:
 - (i) The upper boundaries of each said unit shall be the plane of the under surfaces of the chords which serve as ceiling joists.
 - (ii) The lower boundaries of each said unit shall be the upper surface of the floor joists directly below each unit.
 - b.) Vertical Boundaries:
 - (i) Exterior building walls: To the exterior stud surface of the walls of the building bounding a unit.
 - (ii) Interior building walls: To the interior stud surface of walls separating units. Portions of interior walls which are completely within the

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boundaries of these units are part of that unit.

(iii) Windows and Doors: To the exterior surface of the door(s) and the exterior surface of the window sash(es).

3.) The following provisions shall determine and control the exact horizontal and vertical boundaries for the "BASEMENT" portion of unit number 7, and the area labeled "CRAWL SPACE" on said Appendix "B" also being part of unit number 7.

a.) Horizontal Boundaries:

- (i) The upper boundary of this unit shall be the plane of the under surfaces of the chords which serve as ceiling joints.
- (ii) The lower boundary for this unit shall be the under surface of the poured concrete basement floor.

b.) Vertical Boundaries:

- (i) Exterior building walls: To the interior surface of the poured concrete basement walls which bound the unit.
- (ii) Interior building walls: Interior walls which are completely within the boundaries of this unit are part of this unit.

IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

- 1.) There is hereby assigned to Units numbered 18, 19 and 20, as limited common area, all of the remaining portions of the structure which houses said units which are neither a part of nor within the boundaries of any of the three (3) units: including without limitation, any and all chutes, flues, pipes, ducts, conduits, wires, walls, bearing columns, foundations and roofing which serve more than one (1) of these three (3) units.
- 2.) There is hereby assigned to Units numbered 1, 2, 3, 4, 5, 6 and 7, as limited common area, all of the remaining portions of the structure which houses said units which are neither a part of nor within the boundaries of any of the seven (7) units: including without limitation, any and all chutes, flues, pipes, ducts, conduits, wires, walls, bearing columns, foundations and roofing which serve more than one (1) of these seven (7) units. Specifically excluded from this assignment are the areas labeled "BASEMENT" and "CRAWL SPACE" and the Stairways leading from the ground level of Unit 7 to the "BASEMENT" and to the Second Story.

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V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND which may subsequently be assigned as Limited Common Areas.

There are no common areas which may be subsequently converted or assigned as Limited Common Areas.

VI. ALLOCATION TO EACH UNIT OF AN UNDIVIDED INTEREST IN THE COMMON AREAS IN ACCORDANCE WITH R.S.A. 356-B: 17.

An equal undivided interest in the common areas is hereby allocated to each unit: 1/26th interest to each unit.

NOTICE: The aforementioned allocation of undivided interest in the common areas (1/26th interest each) does not determine and shall not control the unit owners proportionate share of the common expenses or common surplus, see Paragraph XIII.

VII. STATEMENT OF PURPOSES, USE AND RESTRICTIONS, AS REQUIRED BY NEW HAMPSHIRE R.S.A. 356-B: 16 (h).

The units, common area and limited common area shall be occupied subject to the following restrictions:

1. Each unit is intended for residential use only by the owner, the owner's family or the owner's lessee or guests.

2. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium Units, including, but not limited to the right to maintain models, having signs identifying Units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show Units for sale. All furniture and furnishings and equipment in the model Units, signs and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of

the Developer. In the event there are unsold Condominium Units, Developer's right as the Owner of said unsold Units shall be the same as all other Unit Owners in the Condominium and the Developer, as the Owner of the Condominium Units, shall contribute to the common expenses in the same manner as other Condominium Units Owners and shall have a vote in the Association of each unsold Condominium Unit.

3. Units numbered 8-27 will be seasonal between May 1st and October 15th as defined in Hampton Zoning Article 12.1 1979 Edition. Prior to year-round occupancy of a building it must conform to Hampton Zoning Article XII in its entirety and to all other applicable Hampton Zoning Articles. Occupancy of Units number 1-7 will be year-round.

4. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance of any Unit or any part of the Common Areas or which would be in violation of any law. There shall be no obstruction of, storage in or waste permitted in the Common Areas except storage approved in designated storage areas. Such allowed storage shall be in compliance with all local zoning and fire safety regulations.

5. No sign of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors.

6. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area or Limited Common Area without the express written permission of the Board of Directors or Manager, as the case may be.

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7. No noxious or offensive activities shall be carried on in any Unit, in the Common Area or Limited Common Area, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners.

8. Nothing shall be altered or constructed or removed from the Common Area or Limited Common Area except upon the written consent of the Board of Directors.

9. There shall be no violation of the rules of the use of the Units, Common Area, or Limited Common Area as adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors are authorized to adopt such rules.

10. Insofar as may be necessary the Developer and persons that he may select shall have the right of ingress and egress over, upon and across the Common Area and Limited Common Area and the right to store materials thereon and to make such other use thereof as may be reasonable, necessary and incidental to construction, and complete development and sale of the project, but the Declarant and the persons to whom he has granted this permission shall not unduly interfere with the Unit Owners or persons living in the Units and their rights to use the Common Areas and facilities.

11. An owner shall not paint or otherwise decorate or change the appearance or the type of exterior siding of any portion of the exterior of any of the building(s) without the prior consent of the Board of Directors.

12. No Unit Owner shall make any alterations of his Unit, nor construct any new structure or appurtenance, or make any improvements to the building without the consent of the Board of Directors. Under no

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circumstances shall any such improvement/alteration impair the structural integrity of the building or otherwise lessen the support of any portion thereof. In addition to obtaining the consent of the Board of Directors for any such improvement/alteration the unit owner shall obtain a plan of same prepared by an architect licensed by the State of New Hampshire and submit a copy thereof to the said Board prior to commencement of any such construction. Provided however, that any Unit Owner shall have the right to make interior decorating improvements or any interior changes which do not affect any facilities which are shared with the other Units within the building.

13. Any and all shades and blinds shall be lined so as to provide a uniform, white exterior appearance.

14. Units may be rented only in their entirety and occupied only by the lessee, his family, servants and guests. The total number of occupants per unit shall at no time exceed that number set forth in the regulations of the Town of Hampton, New Hampshire.

VIII. MANNER OF DETERMINING APPROPRIATE ACTION FOLLOWING DAMAGE TO ANY PORTION OF THE CONDOMINIUM BY FIRE OR OTHER CASUALTY AS REQUIRED BY R.S.A. 356-B: 16 (1)

1. Common Area and Limited Common Area: If the casualty loss is to a common area or limited common area it shall be reconstructed or repaired at the expense of the Association.

2. Unit: If the casualty loss is to a Unit it shall be reconstructed or repaired at the expense of the Unit Owner. Such reconstruction or repair shall be commenced within 60 days of the loss

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and completed within 120 days of the loss provided, however, that the owner shall have the option not to reconstruct but if he does not do so he will, within 60 days of the loss, convey his interest in the Unit and Common and Limited Common Areas to the Association.

3. Any reconstruction or repair shall be to a unit identical to the previous design and dimensions of the original unit.

4. Estimate of Costs: Immediately after determination to rebuild or repair damaged property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost thereof are insufficient, assessments shall be made against the Unit Owner(s) who own the damaged Unit(s), and against all Unit Owners in case of damage to the Common Area in sufficient amount to provide funds for the payment of such cost. Such assessments against Unit Owners for damage to Units, shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common areas shall be in proportion to the Owners share of the Common Areas.

6. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or by the Insurance Trustee appointed by the Association and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

A. If the insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the sum shall be paid by the Association to an individual in trust, and said individual shall be appointed by the Association for this specific purpose and shall be known as the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.

B. The proceeds of insurance collected on account of casualty and the sums collected from Unit Owners as assessments on account of casualty shall constitute a construction fund from which the Association or the Insurance Trustee, as the case may be, shall disburse in payment for costs of reconstruction or repair in the following manner:

- (i) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Association or the Insurance Trustee, as the case may be, to the Unit Owner, or if there is a mortgagee endorsement as to said Unit, then to the Unit Owner and the mortgagee jointly who may use proceeds as they may be advised.
- (ii) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a mortgagee which is the beneficiary of an insurance

policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of Five Thousand (\$5,000.00) Dollars.

- (iii) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work and upon approval of any mortgagee requesting notice of such payments.
- (iv) Surplus. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial Owners of the funds in the proportion in which they contributed.
- (v.) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursements from the construction fund are to be upon the order of the Association or an architect or otherwise nor to determine whether a disbursement is to be

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made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus fund to be distributed are less than the assessment paid by the Owner. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgage which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

IX. EASEMENTS.

Easements are reserved to the condominium as may be required for utility services in order to adequately serve the property.

X. CHANGES IN PRICE - ALTERATION OF UNIT PLANS.

To meet the particular requirements of prospective purchasers or to allow for the changes in price of labor and material, and for other reasons, the Declarant reserves the right, so long as it is the Owner of any unsold Units, to change the price of any such Units. No change in price of a Unit, however, will vary the estimated annual common charges for the Unit or its percentage of interest in the common elements, or its membership in the Association.

The Declarant also reserves the right to change the design and arrangement within any Unit, so long as it owns the Unit so altered. Such change shall neither increase the number of Units, nor alter the boundaries of the common elements. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Declarant alone, notwithstanding the provisions of Section XI of this Declaration.

XI. AMENDMENTS.

This Declaration of Condominium and By-Laws of the SEVEN GABLES CONDOMINIUMS Association except as otherwise provided herein, may be amended by a vote in accordance with paragraphs II and IV of the said By-Laws and by an instrument in writing, signed, acknowledged and recorded as provided by New Hampshire R.S.A. 356-B: 11, and such amendment shall be effective upon recording in the Office of the Registry of Deeds in Rockingham County, State of New Hampshire, subject to the following:

- (1) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (2) Pro viso: No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners effected shall consent; and no amendment shall change any Unit or the share of Common Areas appurtenant to it, or increase an Owners share in the Common Areas, unless all the record Owners of the Units concerned and all the record owners of mortgages thereon, shall join in the execution of the amendment, however, anyone dealing with the Association or attempting to

establish title to a particular Unit, in the absence of actual knowledge of discrimination on the part of the Association of Unit Owners may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the County Registry of Deeds if : id amendment is signed, acknowledged and recorded in compliance with Article XI of this Declaration. The amendment of this Declaration shall not make any change in the section entitled "insurance" or in the section entitled "Manner of determining appropriate action following damage to any portion of the Condominium by fire or other casualty" unless all the owners and all the record owners of mortgages on Units in the condominium shall join in the execution of the amendment.

XII. MAINTENANCE, ALTERATION AND IMPROVEMENT:

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 all portions of the Common Areas at the Association's expense. The Condominiums roofing, exterior siding and parking spaces shall be maintained/repared by the Association as a common expense.

(2) By the Unit Owner: The Unit Owner(s) shall maintain, repair, and replace all portions of his individual Unit and the Limited Common areas assigned thereto except as provided above.

(3) Unit Alteration and Improvement: There shall be no change in the exterior design or color scheme of any Unit without the written consent of the Board of Directors.

(4) Common Areas, Alteration and Improvement: After completion of the improvements included in the Common Areas which are contemplated by this Declaration, there shall be no alteration nor further improvement of the Common Areas without prior approval in writing by the record owners of all of the Units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of fifty per cent or more but less than seventy-five per cent of the Unit Owners, which does not interfere with the rights of any Owners without their consent, may be done if the Owners who do not approve are relieved from the cost thereof. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares which their shares in the Common Areas bear to each other. Furthermore, Seventy-five per cent or more of the Unit Owners may agree to make improvements in the Common Areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten per cent of the value of the condominium, any owner not so agreeing may apply to the Superior Court of County and upon notice to the organization of Unit Owners, the Court shall direct the purchase of the dissenting Unit holder's interest by the organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

XIII. ASSESSMENTS:

The making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

1. Share of Common Expense: Each Unit Owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus. All budget items shall be apportioned between the multifamily structure and the remaining nineteen (19) cottage units; once the apportionments have been made, for all items except electricity for the multifamily structure, sums apportioned to the multifamily structure shall be divided by seven (7) and each share assessed to these seven (7) unit owners. The sums apportioned to the remaining nineteen (19) cottage units shall be divided by nineteen (19) and each share assessed to these nineteen (19) unit owners. The budget item for electricity shall likewise be apportioned between the multifamily structure and the remaining units with the nineteen (19) cottage units each being assessed for 1/19th of this total. However, the total electricity used by the multifamily structure shall be assessed to the following unit owners in the following percentages:

<u>Units</u>	
1, 2, 5, 6	10% each of total
3, 4	15% each of total
7	30% of total

Provided, however, that if a Unit is declared to be untenable by the zoning enforcement officer for the Town of Hampton, New Hampshire for a period exceeding sixty days, the common expense attributable to such Unit shall be abated by the Board of Directors. During such period of abatement the common expense attributable to such Unit shall be pro-rated and borne among the remaining tenantable Units in accordance with their proportionate share of the common expense.

2. Interest, Application of Payments: Assessments paid on or before ten (10) days after the date when due shall not bear interest.

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but all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of eighteen (18) per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to assessment.

3. Lien for Assessment: The lien for unpaid assessments as provided in New Hampshire Revised Statutes Annotated Chapter 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.

4. Rental Pending Foreclosure. In any foreclosure of a lien for assessment as provided by said New Hampshire Revised Statutes Annotated Chapter 356-B:46, the owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

5. Any mortgage bank which acquires its title as a result of foreclosure or conveyance in lieu of foreclosure on a Unit, shall not be liable for the payment of any assessment unless it is using or leasing the Unit, or until the expiration of a six month period from the date the bank takes fee simple title, whichever is sooner.

XIV. ASSOCIATION:

The operation of a condominium shall be by an unincorporated or incorporated Association which shall be organized and shall fulfill its functions pursuant to the following provisions:

1. The name of the Association shall be the SEVEN GABLES CONDOMINIUM ASSOCIATION.
2. The Association shall have all of the powers and duties as set

forth in the Condominium Act except as limited by this Declaration and By-Laws and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and By-Laws 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 of Deeds for Rockingham County, State of New Hampshire, a deed establishing record title to a Unit in the Condominium. The Buyer shall deliver to the Board of Directors of the Association a photostatic copy of the deed showing the Book, Page and time the recording of the deed in the County Registry of Deeds. The Board of Directors shall keep such photostatic copy 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 By-Laws. The owner designated by such instrument shall thereby become a member of the Association. At such time the membership of the prior owner shall be thereby terminated.

(c) Voting Rights: A member of the Association shall be entitled to cast one vote for each Unit owned. Where there is more than one record owner, 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 votes to which they are entitled. The Declarant shall be entitled to vote with respect to any unit(s) owned by the Declarant.

(d) Restraint upon Assignment of Shares in the Association. The Share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. Board of Directors: The affairs of the Association shall be conducted by a Board of Five (5) Directors who shall be designated in the manner provided in the By-Laws.

5. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is 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 his duties; provided that in the event of a settlement the indemnification hereby 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 for injury or damage, other than the cost of maintenance and repair, caused by and

latent condition of the property to be maintained and repaired by the Association.

7. By-Laws: The By-Laws of the Association shall be in the form attached hereto as Appendix "C".

8. Property and Trust: All funds and title to all properties acquired by the Association and the proceeds thereof, shall be held in trust for the membership in accordance with the provisions of this Declaration of Condominium and the By-Laws.

XI: INSURANCE

A. The Board of Directors or Managing Agent on behalf of the Association shall obtain:

1. A Master Casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structure(s) that comprise the common areas, the limited common areas and the units.
2. A Master Liability Policy in an amount equal to at least One Million (1,000,000.00) Dollars covering the Unit Owners association, the Board of Directors and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium.

A Workman's Compensation policy as shall be required to meet the requirements of the law.

B. The Unit Owners shall be responsible for obtaining his own insurance for furniture and other personal property contained within his unit which insurance may be provided through a Master policy.

XVI. PARTITION:

There shall be no judicial partition of the condominium or any part thereof, nor shall the Declarant or any person acquiring any interest in the condominium or any part thereof seek any judicial partition, until

the happening of the conditions set forth in Article VIII of this Declaration in the case of damage or destruction or unless the property has been removed from the provisions of The Condominium Act as provided in New Hampshire RSA Chapter 356-B:34 provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit.

XVII. INTERPRETATION: The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operating of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XVIII. SEVERABILITY: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability or any other provision hereof.

XIX. WARRANTY AGAINST STRUCTURAL DEFECTS: The declarant hereby warrants, against structural defects, each of the units for one (1) year from the date each is conveyed by declarant and all of the common areas for one (1) year from the date same are completed. For purposes of this warranty "Structural Defects" shall be those defects in components constituting any unit or common area which reduce the stability or safety 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 warranty shall be construed to make the declarant responsible for any items of maintenance relating to the units or common areas.

XX. EFFECTIVE DATE: This Declaration shall take effect upon recording
in the Rockingham County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals on
this the 10th day of June 1982.

Witness:

Bernadette M. Benedetto

JALUBILO, INC.

By:

Janet R. Milne
Its President

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS



Personally appeared the above named Janet R. Milne as President of
JALUBILO, INC. and acknowledged the foregoing instrument to be the free act
and deed of said corporation.

Before me,

Bernadette M. Benedetto
Justice of the Peace/Notary Public
my Commission Expires Nov. 23, 83

