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CONSUMER PROTECTION AND ANTITRUST DIVISION
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CONCORD, NEW HAMPSHIRE 03301-6397

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

Condominium: Cedars of Portsmouth
NHAGO: LC-29-358A
Location: Portsmouth, Rockingham County,
New Hampshire
Declarant: Cedars of Portsmouth Group
16 Broad Street
Nashua, NH 03060


Units: 252

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

252 units

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

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



Jeffrey R. Howard
Assistant Attorney General
Consumer Protection and
Antitrust Division
Office of Attorney General
State of New Hampshire

July 26, 1985



DECLARATION
(See Appendices)

DECLARATION OF CONDOMINIUM
FOR
CEDARS OF PORTSMOUTH CONDOMINIUM

Cedars of Portsmouth Group, a New Hampshire general partnership organized and existing under the laws of the State of New Hampshire, with a principal place of business at Manchester, County of Hillsborough, and State of New Hampshire, does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Portsmouth, Rockingham County, New Hampshire, and more particularly described in Appendix A 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 Appendix A, to the provisions of the Revised Statutes Annotated, in order to create a plan of condominium ownership.

2. Definitions. As provided in Section 12 I of the Condominium Act, terms not otherwise defined herein or in the By-Laws attached hereto as Appendix C, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "By-Laws" means the By-Laws providing for the self-government of the Condominium attached hereto as Appendix C, 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 the Limited Common Area, if any.

(c) "Condominium" means Cedars of Portsmouth Condominium, the condominium established by this Declaration.

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

(e) "Eligible Mortgage Holders, Eligible Guarantors, Eligible Insurers" means those holders of a 1st mortgage on a unit estate, a guarantor of a mortgage on a unit estate, or an insurer of a unit on a unit estate who has requested the owners' association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders - also have the right to join in the decision making about certain amendments to the project documents.

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

(g) "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.

(h) "Owner or Unit Owner" means any person or persons, who holds or hold title to a Condominium 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.

(i) "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in Paragraph 3(g).

(j) "Site Plan and Floor Plans" or "Plans" means the plat of the entire property described in this Declaration, and all floor plans attached thereto, recorded simultaneously with this Declaration.

(k) "Property" means the Land and the 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.

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

(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 "Association" means all of the Owners as defined in subparagraph (g) acting as a group in accordance with this Declaration and/or the By-Laws. All of the Owners must be members of the Unit Owners Association as provided in the By Laws.

(o) "Mortgagee" shall mean the holder of a real estate mortgage or a secured party as that term is defined in the Uniform Commercial Code, New Hampshire RSA 382-A.

(p) "Mortgage" shall mean real estate mortgage or security interest as that term is defined in the Uniform Commercial Code, New Hampshire RSA 382-A.

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

(a) Name. The name of the Condominium is Cedars of Portsmouth Condominium.

(b) Location. The Condominium is located in the City of Portsmouth, Rockingham County, New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the land submitted to the Condominium is contained in Appendix A.

(d) Description of Units.

(1) Buildings. The Condominium includes twenty-one (21) buildings containing a total of two hundred fifty-two (252) Units. These buildings are being or will be constructed on the Land.

(2) 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 Appendix B is a list of all Units, their respective identifying numbers or Unit designations, locations (all as shown more fully on the Plans) and the percent of Common Interest. To meet the particular requirements of prospective purchasers or to allow for the changes in prices of labor and material, Declarant reserves the right, so long as it is the owner of any unsold unit to change the price of such unit. No change in the price of a unit, however, will vary the percentage of interest of any unit in the common area, and accordingly, will not vary the estimated annual common charges for any unit or its membership in the Association, including voting. No unit described herein may be conveyed by any owner without the undivided interest in the common area as described in paragraph 3(e).

(3) Unit Boundaries. The boundaries of each Unit with respect to floors, ceilings, and the walls, doors and windows thereof are as follows:

Floors: The unfinished upper surface of the concrete lowermost floor.

Ceilings: The plane of the lower edge of the bar joists.

Perimeter walls and door frames: From the unfinished interior surface thereof.

Windows and doors: As to entrance doors, the unfinished exterior surface thereof; and as to windows and window frames, the exterior surface of the glass and the unfinished exterior surface of the window frames.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area described in Paragraph 3(e) hereinbelow which may be located therein. The finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles, and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of each Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his Unit with the Limited Common Area reserved for his Unit, and the plumbing facilities and appliances, located in his Unit and serving solely his Unit. The Owner of each Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, or other public utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area.

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

(1) Common Area consists of the entire property other than the Units and includes, but not by way of limitation:

The benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Appendix A, and the walks, shrubbery and other plantings, roads, parking areas, and other improvements;

the water supply, sewage disposal, gas, electrical and telephone systems serving the Condominium to the extent said systems are located within the Property and are now owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

the roofs, foundations, columns and supports of the buildings, the perimeter walls, ceilings and floors bounding each Unit to the unfinished interior surfaces thereof and other walls which are not within a Unit;

exterior entries, stoops and canopies;

the pipes, ducts, fireplace flues, chutes, conduits, plumbing, wires, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit, which serve parts of the Condominium other than the Unit within which they are located; 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.

(2) Limited Common Area. The designated parking areas and carports serving certain of the Units are Limited Common Area, each such area being reserved for the exclusive use of the Unit which it serves. Parking areas and carports which are Limited Common Area are noted on the Plans with the number of the Unit which each such area serves. Entranceways, steps, decks, patios, stairways and stairway landings not part of a Unit, which serve only one Unit are Limited Common Area of the Unit served. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit which it serves. Limited Common Area may not be re-assigned.

(3) Use. The use of the Common Area shall be limited to the Owners, to their tenants, and to their guests, invitees and licensees. 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, and to his guests, invitees and licensees. The use, including responsibilities for maintenance, repair and replacement, of the Common Area and Limited Common Area, shall be governed by the By-Laws and the Rules as adopted and amended from time to time by the Board of Directors.

(f) Subsequent Assignment of Limited Common Area. No Common Area has been delineated for subsequent assignment as Limited Common Area except as provided in Paragraph 3.

(g) Allocation of Interests. An interest in the Common Area as stated in Appendix B is allocated to each Unit. Each unit owner shall assume and be obligated for annual real estate taxes assessed by the City of Portsmouth on said fee simple unit ownership as well as the interest of each unit in the common area.

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

(1) Residential Use. Each Unit shall be occupied and used only for residential use and in conformity with the City of Portsmouth Zoning Ordinance.

(2) Common Area. The Common Area shall not be used in a manner which is inconsistent with the residential uses noted in paragraph (1) above. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and anyone causing such damage shall pay the expense incurred by the Board in repairing same; and nothing shall be stored in the Common Area. Nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the Board.

(3) Annoyance or Nuisance. No noxious or offensive use shall be made of any part of Cedars of Portsmouth Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners or abutters. No use shall be made of any part of Cedars of Portsmouth Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of Cedars of Portsmouth Condominium or which is in violation of any law, ordinance or governmental regulation applicable thereto, and specifically without limiting the generality of the foregoing no high hazard use shall be permitted. No use shall be made of any part of Cedars of Portsmouth Condominium which will increase the rate of insurance on the Common Area without prior written consent of the Board. No operations shall be conducted which generate excessive noise.

(4) Work and Storage. No work shall be performed or materials stored outside a unit.

(5) Exterior Illumination. Any lights used for exterior illumination shall be directed away from abutters and in no event shall constitute a disturbance to abutters.

(6) Unregistered Motor Vehicles. No unregistered motor vehicles shall be placed or remain on common or limited common area.

(7) Waste and Refuse Material. All waste and refuse materials shall be placed in the facility afforded for common use.

(8) Television Antennas. Television antennas are not permitted to be attached to any portion of the building without the prior written approval of the Board.

(9) Inspection by Building and Fire Departments. If requested by local ordinance, on each change of occupancy, either by sale or rental, the City building and fire departments shall inspect the unit to insure compliance with the declaration and rules and regulations thereunder as pertains to matters upon such department's jurisdiction.

(10) Amendments. The Board of Directors is empowered to adopt and amend, from time to time, Condominium Rules concerning use of Cedars of Portsmouth Condominium and various parts thereof, including without limitation the allocation of parking spaces which have not been assigned as Limited Common Area, which Rules shall be furnished in writing to all Owners and which Rules shall not be violated.

(11) Consents of the Board. The consents of the Board referred to in this Paragraph (h), except as specified in subparagraph (10), may be withdrawn by the Board whenever it deems such withdrawal to be in the best interest of Cedars of Portsmouth Condominium.

(12) Decorations. All decorations visible from outside the Unit, including drapery and window shades, shall be in conformity with any rules and regulations by the Board of Directors.

(i) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and such sale, 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 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 Units Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(j) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a 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.

(k) 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 Board of Directors shall have a right to 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 buildings. 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.

(l) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors 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 provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors and the Condominium shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees.

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 By-Laws and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws 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 Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

(m) Condominium Subject to Easements for Ingress and Egress and Use. 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 by persons lawfully using or entitled to same. 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.

(n) Property Subject to Covenants, Restrictions of Record. The submission of the property is subject to all covenants, conditions, easements, and restrictions of record.

(o) 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 II of the Condominium Act, as provided in the By-Laws, 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 is 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.

(p) Person to Receive Service of Process. John S. Kopka, III, general partner of Cedars of Portsmouth Group is the person to receive service of process in accordance with the Act. In the alternative, any member of the Board of Directors residing in the State of New Hampshire shall be a person to receive service of process in accordance with the Act.

4. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be materially amended by the vote of at least sixty-seven percent (67%) of the Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that (i) any such material amendment shall have been approved in writing by the eligible institutional mortgagee or mortgagees holding mortgages constituting first liens on fifty-one percent (51%) or more of the Condominium Units subject to institutional mortgages recorded at the Rockingham County Registry of Deeds, (ii) no such material amendment shall be effective until evidence thereof has been duly recorded at said Registry of Deeds, pursuant to Section 34IV of the Condominium Act, (iii) so long as the Declarant owns one or more Units, no material amendment to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Unit(s); (iv) no such material

amendment shall be contrary to the provisions of the Condominium Act.

5. 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.

6. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Rockingham County Registry of Deeds, or at any other place necessary to perfect security interests constituting first liens on the Condominium Units subject to such mortgages (based upon the percentage of interest in the Common Area), have given their prior written approval, the Unit Owners' Association and Board of Directors shall not be entitled to:

(a) By act or omission seek to abandon or terminate the condominium regime;

(b) Change the pro rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and (ii) for determining the pro rata share of each Unit in the Common Area;

(c) Partition or subdivide any Unit;

(d) 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 Condominium shall not be deemed a transfer within the meaning of this clause.); or

(e) 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 improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

7. Priority of First Mortgagees or Secured Parties. No provision of this Declaration, the By-Laws, 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 or secured parties of the Condominium Units pursuant to their first mortgages or security interests in the case of the 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.

8. Carport. In the event any owner sells his Unit, owner's designated carport and any limited common area must be included in the sale. In the event any owner shall attempt to sell his respective carport and any limited common area assigned to his unit independent of his Unit, such sale shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

9. Resales.

(a) Resale by Brokers. In the event of any resales of condominium units, all such sales either to residents of the United States or Canada or taking place in either the United States or Canada, which are brokered shall be brokered by a real estate agent or other broker. For purposes of this paragraph, "resale" shall mean the sale of any condominium unit not including the first sale from the Purchaser. A sale shall be deemed to take place in either the United States or Canada where either the purchase and sale agreement for the specific unit is executed in the United States or Canada or the Purchaser resides in the United States or Canada.

(b) Private Sale. For a period of two (2) years from the date that this Declaration is recorded in the Rockingham County Registry of Deeds or until all Units are sold, whichever first occurs, in the case of private sales not involving a real estate agent or other broker, the property to be conveyed and improvements thereon may be marketed, advertised, and promoted only on the terms, conditions, and in a manner and form approved by the Unit Owners Association in writing at least fifteen (15) days prior to any activity, which approval will not be unreasonably withheld.

(c) Development and Management by Cedars of Portsmouth Group. The restrictions regarding resale shall not apply so long as Cedars of Portsmouth Group is developing any part of the project contemplated by this Agreement or managing substantially the entire project. The restriction regarding resales shall become immediately applicable should Cedars of Portsmouth Group cease development of the project and cease managing substantially the entire project, or should it assign this Agreement.

(d) Foreclosure Sale. This paragraph shall not apply to any foreclosure sale or to any purchaser at a foreclosure sale or to any mortgagee in any way.

10. Certificate of Satisfaction. Upon written request of any prospective transferor, purchaser or an existing or prospective mortgagee of any condominium, Declarant or the Board of Directors of the Association, as the case may be, shall forth-with, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing, with respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and the deed from such first mortgagee or its nominee, pursuant to Paragraph 9, that the deeds were in fact given in lieu of foreclosure.

Such a certificate shall be conclusive evidence of the facts contained therein.

11. Condemnation. The rights of Unit Owners in the event of a total or partial taking by eminent domain shall be governed by Section 6 of the Condominium Act. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Unit Owners' Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear in accordance with the provisions of said Section 6. The Unit Owners' Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for acquisition of the Common Areas or any part thereof and the Unit Owners' Association is hereby appointed Attorney-in-Fact for each Unit Owner for such purpose.

12. 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.

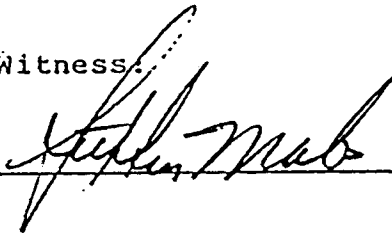
13. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of

any failure to enforce the same irrespective of the number of violations or breaches which may occur.

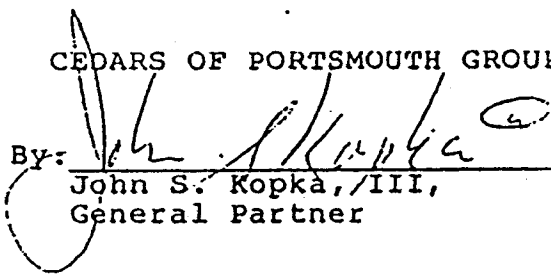
14. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer, this 15th day of May, 1985.

Witness,



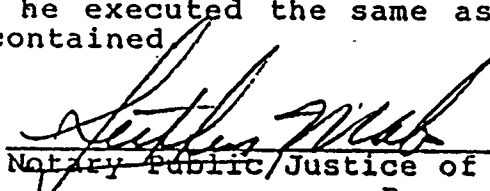
CEDARS OF PORTSMOUTH GROUP

By: 

John S. Kopka, III,
General Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 15th day of May, 1985, before me, the undersigned officer, personally appeared the above-named John S. Kopka, III, as General Partner of Cedars of Portsmouth Group a New Hampshire General Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same as said Partner for the purposes therein contained.



Notary Public, Justice of the
Peace

CEDARS OF PORTSMOUTH CONDOMINIUM
APPENDIX A - DESCRIPTION OF LAND
SCHEDULE A

A certain tract or parcel of land located on the easterly side of Lafayette Road, City of Portsmouth, County of Rockingham State of New Hampshire being shown as Lots 7, 8 and 9 on plan entitled "Subdivision of the Cedars of Portsmouth" said plan being dated March 30, 1984 and revised July 6, 1984 and being recorded in the Rockingham County Registry of Deeds as Plan D-13252 and being more particularly bounded and described as follows:

Beginning at a bound set on the easterly side of Lafayette Road, at the northwest corner of Lot 3 as shown on said plan; thence

1. South $31^{\circ}21'40''$ East 187.67 feet to a bound; thence
2. South $67^{\circ}03'15''$ East 116.30 feet to a bound; thence
3. South $41^{\circ}35'25''$ East 144.00 feet to a bound; thence
4. South $70^{\circ}05'25''$ East 100.00 feet to a bound; thence
5. South $41^{\circ}55'25''$ East 64.00 feet to a bound; thence
6. South $76^{\circ}17'00''$ East 127.94 feet to a bound; thence
7. South $51^{\circ}17'15''$ West 121.06 feet to a bound; thence
8. South $48^{\circ}24'35''$ West 293.37 feet to a bound; thence
9. South $48^{\circ}24'35''$ West 350.00 feet to a bound; thence
10. South $41^{\circ}05'40''$ West 304.49 feet to a bound; thence
11. South $53^{\circ}37'45''$ East 308.35 feet along a stone wall to a point in said stone wall; thence
12. South $45^{\circ}53'50''$ East 712.14 feet by a stone wall to a corner of walls; thence
13. North $35^{\circ}45'30''$ East 356.21 feet by a stone wall to a corner of walls; thence
14. South $56^{\circ}07'25''$ East 484.84 feet by a stone wall to a corner of walls; thence
15. South $55^{\circ}27'40''$ East partially by a stone wall 1298.51 feet to a stone with yellow paint; thence
16. North $44^{\circ}07'20''$ East 827.86 feet to a bound; thence

17. North 54°55'05" West 1058.40 feet to a bound; thence;
18. North 54°55'05" West 194.72 feet to a point; thence
19. North 31°34'30" East 762.04 feet to a bound; thence
20. North 31°34'30" East 73.00 feet to a bound; thence
21. North 53°27'15" West 522.57 feet to a bound; thence
22. North 55°30'05" West 761.25 feet to a bound; thence
23. South 46°37'05" West, 288.71 feet to a bound; thence
24. South 46°37'05" West 244.58 feet to a bound; thence
25. South 46°37'05" West 134.23 feet to a bound; thence
26. North 75°02'10" West 236.89 feet to a bound; thence
27. South 51°34'35" West 60.00 feet to a bound; thence
28. North 89°25'25" West 55.00 feet to a bound; thence
29. North 41°35'25" West 107.00 feet to a bound; thence
30. North 16°07'40" West 116.30 feet to a bound; thence
31. North 16°07'40" West 197.32 feet to a bound on the easterly side of Lafayette Road; thence
32. Southerly by the easterly side of Lafayette Road to the point of beginning.

Together with the rights and easements set forth in an Easement Agreement dated December 21, 1984 by and between Cedars of Portsmouth Group and Paul M. Mack to be recorded herewith.

The above described premises are conveyed subject to:

1. An easement granted to the State of New Hampshire for the future widening of U.S. Route #1 dated November 12, 1968, recorded in the Rockingham County Registry of Deeds at Book 2000, Page 314.
2. An easement to the City of Portsmouth, New Hampshire for the construction, installation and repair of sewer line or lines and storm drainage ditches dated February 23, 1971 and recorded at Book 2057, Page 47 of the Rockingham County Registry of Deeds.
3. An easement granted to Portex Realty Trust for the establishment of definite channel and water flow outlet drainage dated July 27, 1971 and recorded at Book 2098, Page 67 of the Rockingham County Registry of Deeds.

4. An easement agreement dated December 21, 1984 by and between Cedars of Portsmouth Group and Paul M. Mack, to be recorded herewith.

5. An access easement and utility easement granted to Paul M. Mack for the benefit of Lots 1, 2, 3, 4, 5 and 6 as shown on the above referenced plan, as more particularly described in Deed from the Cedars of Portsmouth Group dated December 21, 1984 to be recorded herewith.

OFFICES OF
Y & KELLEY
BAY STREET
BOX 3280
CHESTER
APSHIRE 03105

CEDARS OF PORTSMOUTH CONDOMINIUM

APPENDIX B

Description of Units

| <u>Building</u> | <u>Unit Number</u> | <u>Square Footage</u> | <u>Percent of Common Interest (X 100)</u> |
|-----------------|--------------------|-----------------------|---|
| 1 | 101 | 804 | .3989 |
| 1 | 102 | 804 | .3989 |
| 1 | 103 | 804 | .3989 |
| 1 | 104 | 804 | .3989 |
| 1 | 105 | 804 | .3989 |
| 1 | 106 | 804 | .3989 |
| 1 | 107 | 804 | .3989 |
| 1 | 108 | 804 | .3989 |
| 1 | 109 | 804 | .3989 |
| 1 | 110 | 804 | .3989 |
| 1 | 111 | 804 | .3989 |
| 1 | 112 | 804 | .3989 |
| 2 | 201 | 804 | .3989 |
| 2 | 202 | 654 | .3989 |
| 2 | 203 | 804 | .3242 |
| 2 | 204 | 804 | .3989 |
| 2 | 205 | 804 | .3989 |
| 2 | 206 | 804 | .3989 |
| 2 | 207 | 804 | .3989 |
| 2 | 208 | 804 | .3989 |
| 2 | 209 | 804 | .3989 |
| 2 | 210 | 804 | .3989 |
| 2 | 211 | 804 | .3989 |
| 2 | 212 | 804 | .3989 |
| 3 | 301 | 804 | .3989 |
| 3 | 302 | 804 | .3989 |
| 3 | 303 | 804 | .3989 |
| 3 | 304 | 804 | .3989 |
| 3 | 305 | 804 | .3989 |
| 3 | 306 | 804 | .3989 |
| 3 | 307 | 804 | .3989 |
| 3 | 308 | 804 | .3989 |
| 3 | 309 | 804 | .3989 |
| 3 | 310 | 804 | .3989 |
| 3 | 311 | 804 | .3989 |
| 3 | 312 | 804 | .3989 |

W OFFICES OF
ITY & KELLEY
V BAY STREET
O. BOX 3280
ANCHESTER,
AMPSHIRE 03103

| | | | |
|---|-----|-----|-------|
| 4 | 401 | 804 | .3989 |
| 4 | 402 | 804 | .3989 |
| 4 | 403 | 804 | .3989 |
| 4 | 404 | 804 | .3989 |
| 4 | 405 | 804 | .3989 |
| 4 | 406 | 804 | .3989 |
| 4 | 407 | 804 | .3989 |
| 4 | 408 | 804 | .3989 |
| 4 | 409 | 804 | .3989 |
| 4 | 410 | 804 | .3989 |
| 4 | 411 | 804 | .3989 |
| 4 | 412 | 804 | .3989 |
| 5 | 501 | 804 | .3989 |
| 5 | 502 | 804 | .3989 |
| 5 | 503 | 654 | .3242 |
| 5 | 504 | 804 | .3989 |
| 5 | 505 | 804 | .3989 |
| 5 | 506 | 804 | .3989 |
| 5 | 507 | 804 | .3989 |
| 5 | 508 | 804 | .3989 |
| 5 | 509 | 804 | .3989 |
| 5 | 510 | 804 | .3989 |
| 5 | 511 | 804 | .3989 |
| 5 | 512 | 804 | .3989 |
| 6 | 601 | 804 | .3989 |
| 6 | 602 | 804 | .3989 |
| 6 | 603 | 804 | .3989 |
| 6 | 604 | 804 | .3989 |
| 6 | 605 | 804 | .3989 |
| 6 | 606 | 804 | .3989 |
| 6 | 607 | 804 | .3989 |
| 6 | 608 | 804 | .3989 |
| 6 | 609 | 804 | .3989 |
| 6 | 610 | 804 | .3989 |
| 6 | 611 | 804 | .3989 |
| 6 | 612 | 804 | .3989 |
| 7 | 701 | 804 | .3989 |
| 7 | 702 | 804 | .3989 |
| 7 | 703 | 804 | .3989 |
| 7 | 704 | 804 | .3989 |
| 7 | 705 | 804 | .3989 |
| 7 | 706 | 804 | .3989 |
| 7 | 707 | 804 | .3989 |
| 7 | 708 | 804 | .3989 |
| 7 | 709 | 804 | .3989 |
| 7 | 710 | 804 | .3989 |
| 7 | 711 | 804 | .3989 |
| 7 | 712 | 804 | .3989 |
| 8 | 801 | 804 | .3989 |
| 8 | 802 | 654 | .3242 |

W OFFICES OF
ITY & KELLEY
Y BAY STREET
O. BOX 3280
UNCHESTER,
AMPSHIRE 03105

| | | | |
|----|------|-----|-------|
| 8 | 803 | 804 | .3989 |
| 8 | 804 | 804 | .3989 |
| 8 | 805 | 804 | .3989 |
| 8 | 806 | 804 | .3989 |
| 8 | 807 | 804 | .3989 |
| 8 | 808 | 804 | .3989 |
| 8 | 809 | 804 | .3989 |
| 8 | 810 | 804 | .3989 |
| 8 | 811 | 804 | .3989 |
| 8 | 812 | 804 | .3989 |
| 9 | 901 | 804 | .3989 |
| 9 | 902 | 804 | .3989 |
| 9 | 903 | 804 | .3989 |
| 9 | 904 | 804 | .3989 |
| 9 | 905 | 804 | .3989 |
| 9 | 906 | 804 | .3989 |
| 9 | 907 | 804 | .3989 |
| 9 | 908 | 804 | .3989 |
| 9 | 909 | 804 | .3989 |
| 9 | 910 | 804 | .3989 |
| 9 | 911 | 804 | .3989 |
| 9 | 912 | 804 | .3989 |
| 10 | 1001 | 804 | .3989 |
| 10 | 1002 | 804 | .3989 |
| 10 | 1003 | 804 | .3989 |
| 10 | 1004 | 804 | .3989 |
| 10 | 1005 | 804 | .3989 |
| 10 | 1006 | 804 | .3989 |
| 10 | 1007 | 804 | .3989 |
| 10 | 1008 | 804 | .3989 |
| 10 | 1009 | 804 | .3989 |
| 10 | 1010 | 804 | .3989 |
| 10 | 1011 | 804 | .3989 |
| 10 | 1012 | 804 | .3989 |
| 11 | 1101 | 804 | .3989 |
| 11 | 1102 | 804 | .3989 |
| 11 | 1103 | 654 | .3989 |
| 11 | 1104 | 804 | .3242 |
| 11 | 1105 | 804 | .3989 |
| 11 | 1106 | 804 | .3989 |
| 11 | 1107 | 804 | .3989 |
| 11 | 1108 | 804 | .3989 |
| 11 | 1109 | 804 | .3989 |
| 11 | 1110 | 804 | .3989 |
| 11 | 1111 | 804 | .3989 |
| 11 | 1112 | 804 | .3989 |
| 12 | 1201 | 804 | .3989 |
| 12 | 1202 | 804 | .3989 |
| 12 | 1203 | 804 | .3989 |
| 12 | 1204 | 804 | .3989 |

14W OFFICES OF
JTY & KELLEY
17 BAY STREET
P.O. BOX 3280
ANCHESTER,
HAMPSHIRE G3 105

| | | | |
|----|------|-----|-------|
| 12 | 1205 | 804 | .3989 |
| 12 | 1206 | 804 | .3989 |
| 12 | 1207 | 804 | .3989 |
| 12 | 1208 | 804 | .3989 |
| 12 | 1209 | 804 | .3989 |
| 12 | 1210 | 804 | .3989 |
| 12 | 1211 | 804 | .3989 |
| 12 | 1212 | 804 | .3989 |
| 13 | 1301 | 804 | .3989 |
| 13 | 1302 | 804 | .3989 |
| 13 | 1303 | 804 | .3989 |
| 13 | 1304 | 804 | .3989 |
| 13 | 1305 | 804 | .3989 |
| 13 | 1306 | 804 | .3989 |
| 13 | 1307 | 804 | .3989 |
| 13 | 1308 | 804 | .3989 |
| 13 | 1309 | 804 | .3989 |
| 13 | 1310 | 804 | .3989 |
| 13 | 1311 | 804 | .3989 |
| 13 | 1312 | 804 | .3989 |
| 14 | 1401 | 804 | .3989 |
| 14 | 1402 | 804 | .3989 |
| 14 | 1403 | 654 | .3242 |
| 14 | 1404 | 804 | .3989 |
| 14 | 1405 | 804 | .3989 |
| 14 | 1406 | 804 | .3989 |
| 14 | 1407 | 804 | .3989 |
| 14 | 1408 | 804 | .3989 |
| 14 | 1409 | 804 | .3989 |
| 14 | 1410 | 804 | .3989 |
| 14 | 1411 | 804 | .3989 |
| 14 | 1412 | 804 | .3989 |
| 15 | 1501 | 804 | .3989 |
| 15 | 1502 | 804 | .3989 |
| 15 | 1503 | 804 | .3989 |
| 15 | 1504 | 804 | .3989 |
| 15 | 1505 | 804 | .3989 |
| 15 | 1506 | 804 | .3989 |
| 15 | 1507 | 804 | .3989 |
| 15 | 1508 | 804 | .3989 |
| 15 | 1509 | 804 | .3989 |
| 15 | 1510 | 804 | .3989 |
| 15 | 1511 | 804 | .3989 |
| 15 | 1512 | 804 | .3989 |
| 16 | 1601 | 804 | .3989 |
| 16 | 1602 | 804 | .3989 |
| 16 | 1603 | 804 | .3989 |
| 16 | 1604 | 804 | .3989 |
| 16 | 1605 | 804 | .3989 |
| 16 | 1606 | 804 | .3989 |

LAW OFFICES OF
CITY & KELLEY
TY BAY STREET
P.O. BOX 3280
LANCHESTER,
HAMPSHIRE G3105

| | | | |
|----|------|-----|-------|
| 16 | 1607 | 804 | .3989 |
| 16 | 1608 | 804 | .3989 |
| 16 | 1609 | 804 | .3989 |
| 16 | 1610 | 804 | .3989 |
| 16 | 1611 | 804 | .3989 |
| 16 | 1612 | 804 | .3989 |
| 17 | 1701 | 804 | .3989 |
| 17 | 1702 | 804 | .3989 |
| 17 | 1703 | 654 | .3242 |
| 17 | 1704 | 804 | .3989 |
| 17 | 1705 | 804 | .3989 |
| 17 | 1706 | 804 | .3989 |
| 17 | 1707 | 804 | .3989 |
| 17 | 1708 | 804 | .3989 |
| 17 | 1709 | 804 | .3989 |
| 17 | 1710 | 804 | .3989 |
| 17 | 1711 | 804 | .3989 |
| 17 | 1712 | 804 | .3989 |
| 18 | 1801 | 804 | .3989 |
| 18 | 1802 | 804 | .3989 |
| 18 | 1803 | 804 | .3989 |
| 18 | 1804 | 804 | .3989 |
| 18 | 1805 | 804 | .3989 |
| 18 | 1806 | 804 | .3989 |
| 18 | 1807 | 804 | .3989 |
| 18 | 1808 | 804 | .3989 |
| 18 | 1809 | 804 | .3989 |
| 18 | 1810 | 804 | .3989 |
| 18 | 1811 | 804 | .3989 |
| 18 | 1812 | 804 | .3989 |
| 19 | 1901 | 804 | .3989 |
| 19 | 1902 | 804 | .3989 |
| 19 | 1903 | 804 | .3989 |
| 19 | 1904 | 804 | .3989 |
| 19 | 1905 | 804 | .3989 |
| 19 | 1906 | 804 | .3989 |
| 19 | 1907 | 804 | .3989 |
| 19 | 1908 | 804 | .3989 |
| 19 | 1909 | 804 | .3989 |
| 19 | 1910 | 804 | .3989 |
| 19 | 1911 | 804 | .3989 |
| 19 | 1912 | 804 | .3989 |
| 20 | 2001 | 804 | .3989 |
| 20 | 2002 | 804 | .3989 |
| 20 | 2003 | 654 | .3242 |
| 20 | 2004 | 804 | .3989 |
| 20 | 2005 | 804 | .3989 |
| 20 | 2006 | 804 | .3989 |
| 20 | 2007 | 804 | .3989 |
| 20 | 2008 | 804 | .3989 |

LAW OFFICES OF
JITTY & KELLEY
171 BAY STREET
P.O. BOX 3280
ANCHESTER,
HAMPSHIRE G3105

| | | | |
|----|------|-----|-------|
| 20 | 2009 | 804 | .3989 |
| 20 | 2010 | 804 | .3989 |
| 20 | 2011 | 804 | .3989 |
| 20 | 2012 | 804 | .3989 |
| 21 | 2101 | 804 | .3989 |
| 21 | 2102 | 804 | .3989 |
| 21 | 2103 | 804 | .3989 |
| 21 | 2104 | 804 | .3989 |
| 21 | 2105 | 804 | .3989 |
| 21 | 2106 | 804 | .3989 |
| 21 | 2107 | 804 | .3989 |
| 21 | 2108 | 804 | .3989 |
| 21 | 2109 | 804 | .3989 |
| 21 | 2110 | 804 | .3989 |
| 21 | 2111 | 804 | .3989 |
| 21 | 2112 | 804 | .3989 |

BY-LAWS

CEDARS OF PORTSMOUTH CONDOMINIUM

BY-LAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of Condominium for Cedars of Portsmouth Condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall be members of Cedars of Portsmouth Condominium Associates which is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property") and other than by a rebate of excess assessments pursuant to Article V, Section 1(c) hereof) to the benefit of any Unit Owner.

2. Definitions. Capitalized terms not otherwise defined or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the facilities of the Condominium, shall be subject to these By-Laws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgement that such Owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the Rules and will comply with them.

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

ARTICLE II

UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these By-Laws, shall constitute the "Unit Owners' Association," which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these By-Laws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. Voting. Each Unit shall be entitled to cast a number of votes proportionate to its percentage of undivided interest in the Common Area. Since a Unit Owner may be more than one person; if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Unit. But if more than one of such persons is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these By-Laws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium Unit, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such Unit is entitled.

3. Place of Meeting. Meetings of the Unit Owners' Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. Annual Meeting. The first annual meeting of the Unit Owners' Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Board of Directors. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to such date, as may be designated by the Board of Directors and reflected in said notice. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The foregoing notwithstanding until two (2) years after the date of recordation of this Declaration at the Rockingham County Registry of Deeds, or until Units representing three-fourths (3/4ths) of the Undivided Interests appertaining to submitted Units, whichever occurs first, have been legally conveyed by the Declarant by a Condominium Deed, the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association of so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than thirty percent (30%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or

at any special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 (IV) of the Condominium Act where the Unit Owner is more than one person, by or on behalf of all such persons.

9. Quorum. A quorum shall be deemed to be present throughout any meeting of the unit owners' association until adjourned if persons entitled to cast more than 33 1/3 percent of the votes are present at the beginning of such meeting.

10. Order of Business. The order of business at all meetings of the Unit Owners' Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. Conduct of Meeting. The President, or his designate, shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the minutes of the meeting and record in a Record Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners' Association. The

Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these By-Laws, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purpose or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules respecting the use of the Property and enforcing by legal means the provisions of the Declaration, these By-Laws and such Rules, and bringing any proceeding which may be instituted on behalf of the Owners.

(f) Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and

restoration of, the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty.

(g) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the time and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Condominium who requests the same in writing to the Secretary.

(h) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration which it may be authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these By-Laws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b) and (f), of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated without cause upon no more than ninety (90) days advance notice.

3. Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of five (5) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Unit Owners' Association as provided in Section 4 of Article II, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these By-Laws to the

contrary notwithstanding until two (2) years after the date of recordation of this Declaration at the Rockingham County Registry of Deeds, or until Units representing three-fourths (3/4ths) of the Undivided Interests appertaining to submitted Units, whichever occurs first, have been conveyed by the Declarant by a Condominium Deed, a majority of the members of the Board of Directors shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so elected and designated by it, and to select and designate their successors. The Declarant may relinquish its right hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

4. Election and Term of Office. At the first annual meeting of the Unit Owners' Association five (5) directors shall be elected. The term of office of two (2) directors shall be fixed at one (1) year and the term of office of three (3) directors shall be fixed at two (2) years. Subject to the provisions of Section 3 above, at the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years. The directors shall hold office until their respective successors have been elected and hold their first meeting.

5. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners' Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each twelve month period after the annual meeting of the Unit Owners' Association. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association.

7. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each director. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

8. Waiver of Notice. Before or within ten (10) days after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a director for the remainder of the term of any directors so replaced; provided, however, that the vacancy of any director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. Removal of Directors. A director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any director whose removal has been proposed by the Owners shall be given at least

ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. Compensation. No director shall receive any compensation from the Condominium for acting as such.

13. Conduct of Meetings. The President, or, in his absence, a president pro tem elected by the Board, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

14. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the said Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. Fidelity Bonds. The Board of Directors may require that all officers, agents (including the Manager) and employees of the Unit Owners' Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

16. Dispensing with Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed in the minutes of the proceedings of the Board of Directors.

17. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these By-Laws. It is intended that

the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interests of all of the Owners. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interests of all Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether or not based in contract, by reason of the fact that he is or was a Director, or officer, against expenses (including attorneys' fees), judgment, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith, was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these By-Laws.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Secretary may be held by the same person.

2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in any office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in

their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. President. The President shall be the chief executive officer; he, or his designate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire.

5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the minutes of all proceedings in the Record Book of the Condominium and shall perform like duties for committees when required. He shall keep the Record Book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners' Association, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office address. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, and render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations shall be executed by any person or persons designated by the Board of Directors.

8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Units which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by the Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit in proportion to the number of votes in the Unit Owners' Association appertaining to his Unit,

and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized income and expense statement. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's vote in the Unit Owner's Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The Board of Directors shall build up and maintain an adequate operating reserve for replacement of the Common Area, which shall be funded by regular monthly payments as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount or, if the additional assessment is not payable in installments, the amount of such assessments. The declarant shall establish a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund should not be considered as advance payments of regular assessments. Each unit's share of the working capital fund should be collected at the time the sale of the unit is closed and then should be transferred to the owners'

association for deposit to a segregated fund. Within sixty (60) days after closing has been held for the first unit, the developer or sponsor should pay each unsold unit's share of the working capital fund to the owners' association.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recording of this Declaration at the Rockingham County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this section. The Board of Directors may establish an initial operating reserve through special assessments of each Owner upon purchase of his Condominium Unit from the Declarant.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered, showing the monthly payment which is due under the new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or employment of any of the Common Area or by abandonment of his Unit. The purchaser of a Condominium Unit or other acquiring Owner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter of his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; provided, however, that any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth, and failure to furnish or make available such a statement within

seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, his successor and assigns, shall not be liable for the payment of any Commons Expenses assessed prior to the acquisition of title to said Unit by said mortgagee or purchaser pursuant to the aforesaid remedies, and the Condominium Unit shall not be subject to a lien for same. The unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser of first mortgage, in proportion to their respective votes in the Unit Owners' Association.

3. Maintenance and Repair.

(a) By the Board of Directors. Except as otherwise provided in Section 4(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case expense shall be charged to such Owner), of all of the Common Area and Limited Common Area whether located inside or outside of the Units, and whether now existing or hereafter constructed, and shall be responsible for all maintenance, repairs, and snow removal of the Easement to the Premises, the cost of which shall be assessed to all Owners as a Common Expense.

(b) By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all

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

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

4. Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Three Thousand Dollars (\$3,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Three Thousand Dollars (\$3,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportions as they jointly approve, or, as determined by the Board of Directors.

5. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit, or to his Limited Common Area, without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change

the external appearance of his Unit, including the doors and windows, or of any fence, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

6. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the enumerated prohibitions in Section 3(h) of the Declaration shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.

7. Rights of Access. An Owner shall grant a right of access to his Unit to the Board of Directors or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

8. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

ARTICLE VI

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a

master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; (iii) Blanket Fidelity Bond Insurance; and (iv) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall-to-wall floor coverings, bathroom fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the Owners and their mortgagees as their respective interests may appear.

(b) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1(ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

(c) Workmen's compensation insurance as required by law.

(d) Such other insurance as the Board may determine.

2. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims

covered by insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph (1)(a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control"; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, or employees, nor cancelled for nonpayment of premiums.

3. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the subrogation provision as that set forth in Section (2)(b) of this Article VI. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "tenant's Homeowners Policy" or

equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Paragraph 1(a) hereof, of any such improvements.

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

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of Paragraph 3(p) of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damages or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

2. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

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

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

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

3. Disbursements of Construction Funds.

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

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

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

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

ARTICLE VIII

SALES, LEASES AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these By-Laws or the Condominium Act, the undivided interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void. No lease may be executed by a unit owner for a term less than thirty (30) days.

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

the statement shall certify any waiver of, or failure or refusal to exercise the right of the Unit Owners' Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within seven (7) days of receipt of such request by the Board or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act may be required as a prerequisite to the issuance of such a statement.

ARTICLE IX

AMENDMENT TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either (i) by a vote of at least sixty-seven percent (67%) of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to written instrument or instruments duly executed by at least sixty-seven percent (67%) of the Owners; provided, however, that (a) Section 4 of Article II, and Section 3 of Article III, insofar as they relate to the election of members of the Board of Directors by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c), this Section 1 of Article IX, may not be amended without the consent, in writing of the Declarant, so long as the Declarant shall be an Owner.

Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

2. Recording. A modification or amendment of these By-Laws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34 (IV) of the Condominium Act.

3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and

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recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification amendment.

4. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the eligible mortgagees of Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the eligible mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all eligible mortgagees, with respect to which the Board has received notice pursuant to Article X below, shall be given thirty (30) days notice of all proposed material amendments, and no material amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of an eligible mortgagee, shall be adopted without the prior written consent of such mortgagee. If there is more than one eligible mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the eligible mortgagee or eligible mortgagees holding first mortgages on fifty-one percent (51%) or more of the Units encumbered by mortgages.

ARTICLE X

MORTGAGES

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

2. Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Condominium Unit.

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

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

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

ARTICLE XI

NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Unit Owners' Association, the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the Rules

shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manager, or, if appropriate, by any aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, agents, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Unit Owners' Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these By-Laws or the Rules, or at law or in equity.

(e) Interest. In the event of default by any Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the

authority to impose a late payment charge on such defaulting Owners in an amount not to exceed Fifteen Dollars (\$15.00), or six cents (\$.06) per dollar on any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total annual assessment of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws, is hereby declared to be a lien levied against the Unit of such Owner as provided in (including without limitation the priority provisions set forth in Section 46 thereof) the Condominium Act, which lien shall be effective when perfected in accordance with said Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. The Association, in order to perfect such lien, shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable in a memorandum in the Rockingham County Registry of Deeds in the form and manner prescribed in the said Act.

(c) The lien assessments shall include interest, costs and attorneys' fees as provided in Section 1 of this

Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors, acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any Court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII

RESALE BY PURCHASER

1. In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective unit owner shall have the right to obtain from the owner's association, prior to the contract date of the disposition, the following:

(a) Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of the same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessment currently levied against that Unit;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' Association within the current or succeeding two (2) fiscal years;

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;

(d) A copy of the income statement and balance sheet of the Unit Owners' Association for the last fiscal year for which such statement is available;

(e) A statement of the status of any pending suits or judgments in which the Unit Owners' Association is a party defendant;

(f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Unit Owners' Association

and what additional insurance coverage would normally be secured by each individual Unit Owner; and

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

2. The principal officer of the Unit Owners' Association shall furnish the statements prescribed by this Article upon the written request of any prospective Unit Owner within ten (10) days of receipt of such request.

ARTICLE XIV

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act (herein sometimes referred to as the "Act").

2. Severability. These By-Laws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any action, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. Waiver. No restriction, condition, obligation or provision of these By-laws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same.

4. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

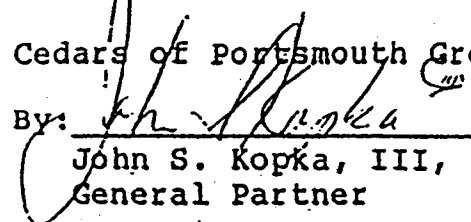
5. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant has caused these By-Laws to be executed this 15th day of May, 1985.

Witness:



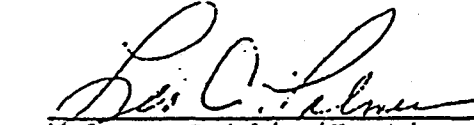
Cedars of Portsmouth Group

By: 
John S. Kopka, III,
General Partner

LAW OFFICES OF
MURPHY & KELLEY
100 BAY STREET
PORTSMOUTH, N.H. 03801
TELEPHONE 833-1111
FAX 833-1112

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 15th day of May, 1985, before me, the undersigned officer, personally appeared the above-named John S. Kopka, III, General Partner of Cedars of Portsmouth Group, a New Hampshire General Partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same as said General Partner for the purpose therein contained.



Notary Public/Justice of the
Peace

JOINDER OF MORTGAGEE

Maine Savings Bank, a Maine business corporation with its principal place of business in Portland, County of Cumberland, State of Maine, holder of a mortgage on the premises described in Appendix A conveyed by mortgage deed of Cedars of Portsmouth Group dated _____, 1985 and recorded in the Rockingham County Registry of Deeds at Book _____, Page _____, joins herein for the purpose of assenting to recordation of this Declaration, the Appendices hereto, and to the Site and Floor Plans and to the legal effect and operation thereof, provided, however, that the within Units and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein as fully as if said mortgage had originally been of the Units and appurtenant Common Area.

Witness:

Maine Savings Bank

By: _____

Its:

The State of New Hampshire
Hillsborough, SS.

On this _____ day of _____, 1985, before me, personally appeared _____, who acknowledged himself to be the _____ of Maine Savings Bank and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Justice of the Peace

PROJECTED BUDGET

CEDARS OF PORTSMOUTH
ANNUAL BUDGET MAINTENANCE AGREEMENT

| | YEARLY COST | MONTHLY COST | One Bedroom Units | Two Bedroom Units |
|--------------------------------------|-------------|--------------|---------------------|----------------------|
| Lawn Care | 17,459.40 | 1454.95 | \$ 4.85 x 7 = 33.95 | \$ 5.80 x 245 = 1419 |
| Insurance | 26,791.80 | 2232.65 | 7.45 x 7 = 52.15 | 8.90 x 245 = 2180 |
| Snow Removal | 13,242.60 | 1103.55 | 3.65 x 7 = 25.55 | 4.40 x 245 = 1077 |
| Water (common area) | 12,660.00 | 1505.00 | 5.00 x 7 = 35.00 | 6.00 x 245 = 1470 |
| Trash Collection | 13,549.20 | 1129.10 | 3.80 x 7 = 26.60 | 4.50 x 245 = 1102 |
| Common Area Lights | 34,912.80 | 2909.40 | 9.70 x 7 = 67.90 | 11.60 x 245 = 2842 |
| Office Supplies | 2,257.60 | 188.30 | .65 x 7 = 4.55 | .75 x 245 = 183 |
| Repairs | 21,071.40 | 1755.95 | 5.85 x 7 = 40.95 | 7.00 x 245 = 1715 |
| Management | 75,221.40 | 6270.15 | 20.95 x 7 = 145.95 | 25.00 x 245 = 6125 |
| Pool Maintenance | 1,210.20 | 150.85 | .55 x 7 = 3.85 | .60 x 245 = 147 |
| | 224,444.60 | 18701.16 | <u>\$62.45</u> | <u>\$74.55</u> |
| Estimated Future Replacement Reserve | 16,465.20 | 1367.10 | 4.55 x 7 = 31.85 | 5.45 x 245 = 1335 |
| | 240,819.60 | | <u>\$67.00</u> | <u>\$ 80.00</u> |

67 x 7 = 469

5622

80 x 245 = 19600

+ 235,200 = 244,800

707.40

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

Cedars of Portsmouth Group, a New Hampshire general partnership, of 16 Broad Street, Nashua, New Hampshire 03060, New Hampshire (hereinafter called the "Seller"), and

Names: _____

Addresses: _____

Telephone Numbers: _____

(hereinafter called "Buyer"), in consideration of the mutual covenants herein set forth, hereby agrees as follows:

1. Premises. The Buyer hereby agrees to purchase and the Seller agrees to sell Condominium Unit _____, in the Cedars of Portsmouth Condominium (hereinafter called the "Condominium") located on Lafayette Road in Portsmouth New Hampshire, which Unit is described and identified in the Cedars of Portsmouth Condominium Declaration dated May 15, 1985, recorded in the Rockingham County Registry of Deeds at Book [____], Page [____], (which Declaration together with the Bylaws and other appendices thereto, is sometimes hereinafter called the ("Declaration") together with (i) an equal, undivided interest in the Common Area of the Condominium, (ii) the right in common with other purchasers to use said Common Area, and (iii) the exclusive right to use the other Limited Common Area (as designated in the Declaration) appurtenant to said Unit, (said Unit, interest and rights hereinafter called the "Premises"), all subject to the terms of this Agreement.
2. Purchase Price. The Buyer agrees to pay to Seller a purchase price of \$ _____ computed as follows:
 - a. \$ _____ base price
 - b. \$ _____ for the following extra items

The purchase price is payable as follows:

- a. \$ _____ upon execution of this document, receipt of which is hereby acknowledged.
 - b. \$ _____ to be received on or before _____
 - c. \$ _____ in cash or by certified check at closing.
 - d. All deposits made upon the purchase price shall be paid to John S. Kopka, III Real Estate and Development Co., Inc. as Escrow Agent.
3. Closing. Closing shall take place at the Rockingham County Registry of Deeds on a date designated by the Seller (the "Closing Date"). It is agreed that time is of the essence of this Agreement. Buyer shall be required to close upon substantial completion of the Premises on or before the date of closing, unless extended as set forth below. Substantial completion shall be deemed to have occurred when Seller obtains an occupancy permit for the Premises and a Certificate of the architect, the engineer or the contractor in charge of renovation attesting to the substantial completion of the Premises in accordance with the Plans. It is further understood and agreed that should the Seller be unduly delayed for a period not to exceed ninety (90) days through any cause over which it is unable to exercise any control and for which he is not legally responsible including Federal National Mortgage Association 1028 Approval, failure to complete within the time specified shall not be deemed a breach of this Agreement, but the time for closing of title shall be deemed extended to the time of completion of the Premises but not in any event for a period to exceed one hundred (100) days after the date specified in this Agreement for the completion of the Premises.
4. Title. Seller agrees to convey good, clear, record and marketable fee simple title to the Unit by statutory warranty deed, free and clear of all liens and encumbrances, subject, however, to the following: (i) The Declaration of a Condominium dated May 15, 1985, and

recorded at the Rockingham County Registry of Deeds; (ii) The By-Laws of the Condominium Owners' Association dated May 15, 1985 and recorded at said Registry; (iii) the Site Plan; (iv) the Floor Plan; (v) Condominium Rules promulgated pursuant to the By-Laws; (vi) terms and provisions of the New Hampshire Condominium Act, RSA 356-B (Supp. 1981); (vii) and easements and restrictions of record.

Buyer may, at its sole cost and expense, cause the title to the Unit to be examined. Buyer must notify Seller within thirty (30) days of this Agreement, but not thereafter, of any title defects. If Seller fails to cure the title defects prior to closing date then any payments made under this Agreement shall forthwith be refunded, and all obligations of Seller and Buyer shall cease, and this Agreement shall be void and without recourse to Seller or Buyer. Provided, however, that Buyer shall have the election to accept such title as Seller can deliver to the Unit, and to pay the purchase price for the Unit, without reduction, in which case Seller shall convey such title.

5. Insurance. Under the By-Laws, the Condominium Unit Owners' Association is to maintain insurance policies covering the common areas of the Condominium against loss by fire and other hazards included in the standard extended coverage endorsement and to insure the Condominium Unit Owners' Association and the individual unit owners against liability for occurrences in the common areas. The cost of maintaining this insurance will be charged to the unit owners in accordance with their respective percentage interests. Such insurance coverage will be without prejudice to the right of any unit owner to purchase supplemental insurance. A Binder of Insurance coverage will be furnished by the Seller at the closing.

6. Possession. Possession of the Unit, free of all tenants and occupants, shall be transferred as of Closing, or at such other time as may be mutually agreeable to said parties. Prior to the Closing Date, and in any event prior to the taking of possession of the Unit by Buyer or the placing of any furnishings or other property of Buyer in the Unit, Buyer agrees to make in the presence of a representative of the Seller, a final inspection of the Unit. Upon the completion of such inspection, Buyer shall sign, and deliver to Seller's representative, a "Buyer Acceptance Sheet" itemizing adjustments, corrections or other work, if any, required to complete the

unit as provided in this Agreement. Seller shall complete the unit as provided in this Agreement. Seller shall in its sole discretion elect either (i) to refund to Buyer any payments made under this Agreement in which event all other obligations of Seller and Buyer shall cease and this Agreement shall be void and without recourse to Seller or Buyer, or (ii) to complete such adjustments, corrections or other work within thirty (30) days thereafter, in which event, the Closing shall not be postponed for the purpose of making such adjustments or corrections, but Seller shall (and does hereby agree to) protect and indemnify Buyer against and from costs and mechanics' and materialman's liens, if any, arising on account of such work by Seller.

7. Price of Other Units. Seller shall have, and hereby reserves, the right at any time before or after delivery of the deed to raise or lower the price of any or all unsold Unit or Units, except the Unit specified in this Agreement.

8. Color and Decor Selection. In order to meet the scheduled closing date, any color and decor selections offered to Buyer shall be made by Buyer in writing within seven days after the date of this Agreement, or the selections made by Seller shall be final and conclusively considered to have been accepted by Buyer.

9. Acceptance of Deed; Limited Warranty.

a. The acceptance of the deed by Buyer shall conclusively be considered to be a full performance and discharge of every agreement and obligation of Seller, express or implied in this Agreement, except such as are, by the provisions of this Agreement, to be performed after the delivery of the deed. The terms of this document constitute the entire agreement between the parties and no verbal statements made by anyone with regard to the transaction which is the subject hereof shall bind the parties unless the same be incorporated herein by writing.

b. Seller agrees to perform and fulfill its obligations set forth in the Seller's Limited Warranty as stated below which Warranty shall survive the delivery of the deed hereunder.

PURSUANT TO RSA 356-B:41 II, DECLARANT HEREBY WARRANTS THE ABOVE-CAPTIONED UNIT AGAINST STRUCTURAL DEFECTS FOR ONE (1) YEAR FROM THE DATE THAT THE UNIT IS CONVEYED, AND FURTHER WARRANTS ALL OF THE COMMON AREAS FOR A PERIOD OF

ONE (1) YEAR FROM THE DATE THAT THE COMMON AREA HAS BEEN COMPLETED. FOR PURPOSES OF THIS WARRANTY, STRUCTURAL DEFECTS SHALL BE THOSE DEFECTS AND COMPONENTS CONSTITUTING THE UNIT OR COMMON AREA WHICH REDUCES THE STABILITY OR SAFETY OF THE STRUCTURE BELOW ACCEPTED STANDARDS OR RESTRICTS THE NORMAL INTENDED USE OF ALL OR PART OF THE STRUCTURE WHICH REQUIRE REPAIR, RENOVATION, RESTORATION OR REPLACEMENT. NOTHING IN THIS WARRANTY SHALL BE CONSTRUED TO MAKE THE SELLER RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE UNITS OR COMMON AREAS.

10. Declaration and Rules. Buyer agrees to comply with, and acknowledges that this Agreement is subject to, the provisions of the Declaration and Rules, all as amended from time to time, and agrees to pay a proportional share of the common expenses, assessment for fire insurance for all buildings in the Condominium, public liability insurance, utilities which are not separately metered, maintenance and equipment for the Common Area, trash pickup, snow removal, reserve for major maintenance, management expenses related to the Condominium. At closing Buyer shall (i) pay a pro rata portion of the monthly common expense assessment for the month during which closing occurs and (ii) two (2) month's condominium fees, which sum shall be utilized by said Association as working capital to pay condominium expenses and shall not relieve Buyer from liability for payment of the next two (2), or any subsequent monthly payments of condominium fees. Nothing in this Section 10 shall prohibit Buyer from collecting said sum from any subsequent purchaser of the Unit in the event Buyer shall sell his Unit in the future.

11. Adjustments; Real Estate Taxes.

(a) Real estate taxes attributable to the Unit for the tax year commencing April 1, 1985, and common expenses of the Condominium for the month of closing shall be prorated as of the date of closing. If the amount of taxes for the current tax year are not known as of the date of closing, the taxes will be prorated on the basis of the most recent assessment.

(b) Since it is probable that the Condominium will not be assessed as a condominium for the tax year commencing April 1, 1985, Buyer agrees to execute at the time of closing a letter agreement, whereby Buyer will agree to pay the Unit's proportionate share, according to its Percentage Interest, of the real estate taxes assessed

against Seller as the sole owner of the Condominium. If Buyer is obtaining mortgage financing and the mortgagee will collect tax escrow payments from Buyer, Buyer shall use its best efforts to cause mortgagee to assent to the letter agreement.

12. No Brokerage. Buyer represents that Buyer has dealt with no broker (unless otherwise specified below with the applicable fee to be paid) who would be entitled to be paid a commission by Seller on account of this Agreement or the sale of the Unit to Buyer. Buyer agrees to indemnify and hold Seller harmless of and from all claims for a brokerage commission on account of this Agreement or the sale of the Unit to Buyer, except as indicated above. The foregoing indemnity shall include the costs of the defense of any such claim with counsel acceptable to Seller. Seller and Buyer acknowledge that if Buyer has dealt with one or more owners of the Premises, and/or their employees, in connection with this Agreement, then the foregoing agreement of indemnification contained herein shall not be applicable to any such claims asserted by any of such owners or employees.
Other (including fee): _____

13. Default by Buyer. In the event the Buyer shall default in any payment when due or fail to perform any other obligation of the Buyer hereunder, this Agreement may, at the Seller's option, be terminated and all amounts paid by the Buyer hereunder may, at the Seller's option, be retained as liquidated and agreed damages.

14. CANCELLATION PRIVILEGE. BUYER ACKNOWLEDGES RECEIPT OF THE DECLARATION AND CONDOMINIUM RULES REFERRED TO HEREIN-ABOVE AND FURTHER ACKNOWLEDGES RECEIPT OF THE PUBLIC OFFERING STATEMENT DATED MAY 15, 1985. THE BUYER HAS AN EXPRESS AN UNQUALIFIED RIGHT TO CANCEL THIS PURCHASE AND SALE AGREEMENT WITHIN FIVE DAYS FROM THE DATE HEREOF. IF THE BUYER ELECTS TO CANCEL, HE MAY DO SO BY NOTICE THEREOF HAND-DELIVERED OR DEPOSITED IN THE UNITED STATES MAIL, RETURN RECEIPT REQUESTED, WITHIN THE FIVE DAY PERIOD, TO THE SELLER OR TO ANY AGENT OF THE SELLER: PROVIDED, HOWEVER, THAT IF THE BUYER ELECTS TO MAIL THE NOTICE OF CANCELLATION, HE MUST ALSO PROVIDE THE SELLER WITH TELEPHONIC NOTICE OF CANCELLATION WITHIN THE FIVE DAY PERIOD. SUCH CANCELLATION SHALL BE WITHOUT PENALTY, AND ANY DEPOSIT MADE BY THE BUYER SHALL BE REFUNDED IN ITS ENTIRETY NO LATER THAN TEN DAYS FROM THE RECEIPT OF SUCH WRITTEN NOTICE OF CANCELLATION.

15. Conditions Subsequent. Notwithstanding anything to the contrary in this Agreement, Seller's obligation to convey the Unit to Buyer in accordance with the terms hereof, shall be expressly contingent upon the satisfaction of the following two (2) conditions prior to the Closing Date: (i) Seller having received final registration of the Condominium from the Consumer Protection and Anti-trust Division of the New Hampshire Attorney General's Office; and (ii) Seller having closed or entered into binding purchase and sale agreements for [] units prior to the Closing Date. If the foregoing condition has not been met prior to the Closing Date, Seller may, at its option, rescind this Agreement, in which event Buyer's deposit shall be returned to it and neither party shall have any further rights or duties hereunder.

16. Buyer's Acknowledgement. Buyer acknowledges by execution of this Agreement that, prior to the execution of this Agreement, Buyer has inspected the Unit, has received and read a copy of the Declaration, the By-Laws and that Buyer received and read a copy of the initial Rules and Regulations of the Condominium being sold hereunder and the Estimated Operating Budget for the Condominium. Buyer further acknowledges, represents and warrants that the purchase of the Condominium is made for the Buyer's personal use and occupancy, without reliance on representations concerning rentals, rent return, tax advantages, depreciation, or investment potential, or other monetary or financial advantage by Seller, its agents, employees, or associates. If the Unit is purchased prior to its completion, the Buyer acknowledges that he has inspected and approved the Plans for the construction of the Unit. Buyer agrees to accept the Unit regardless of minor deviations from the accepted Plans.

17. Financing. Buyer's obligations hereunder are expressly contingent upon Buyer's ability to procure within thirty (30) days of the date hereof a written commitment for a first mortgage to finance the purchase of the Unit from a recognized lending institution in an amount not less than ninety percent (90%) of the Unit Purchase Price and Carport Purchase Price for a period of not less than thirty (30) years on prevailing terms, including, without limitation, prevailing interest rate and fees. If Buyer applies for such financing within five (5) days of the date of this Agreement and is unable to procure such a commitment and notifies Seller within thirty-five (35) days from the date hereof, Seller may, at its option, have an additional thirty (30) days to assist Buyer in procuring such commitment for Buyer. Buyer agrees to

cooperate fully with Seller in obtaining a commitment. If Buyer is unable to procure such a financing commitment and notifies Seller in accordance with this Section 17, or if Seller, having exercised its option to attempt to procure financing for Buyer, is unable to do so, Buyer's deposit shall be returned to it and neither party shall have any further rights or duties hereunder. If Buyer does not notify Seller of its inability to procure financing within the thirty (30) day period specified above, or if Seller procures a financing commitment on Buyer's behalf, Buyer shall be bound to perform its obligations hereunder.

18. Execution. This Agreement is to be governed by and construed under the law of the State of New Hampshire, and this Agreement shall be binding upon and inure to the benefit of each and both of Seller and Buyer and their respective heirs, devisees, legal representatives, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument, executed by both Seller and Buyer. If two or more persons are named as Buyer, their obligations under this Agreement shall be joint and several. Buyers shall not assign this agreement, or any rights under this Agreement, without the prior written consent of the Seller, and Buyer shall not cause this Agreement to be recorded with the Rockingham County Registry of Deeds; any such assignment or recording shall entitle Seller to terminate this Agreement.
19. Notice. Any notice hereunder shall be deemed to have been duly given if in writing and mailed by registered or certified mail, return receipt requested, all charges prepaid, and addressed to the parties at their respective addresses designated above provided the same are received or tendered for delivery in ordinary course at the address to which so mailed.
20. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____, 1985..

WITNESS:

Cedars of Portsmouth Group

_____ Duly Authorized

_____ Buyer

_____ Buyer

PUBLIC OFFERING STATEMENT

CEDARS OF PORTSMOUTH CONDOMINIUM

PUBLIC OFFERING STATEMENT

THIS CONDOMINIUM IS REGISTERED WITH THE CONSUMER PROTECTION AND ANTITRUST DIVISION OF THE ATTORNEY GENERAL'S OFFICE OF THE STATE OF NEW HAMPSHIRE PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE CONDOMINIUM ACT, RSA 356-B. THE ACT REQUIRES THAT A CURRENT PUBLIC OFFERING STATEMENT BE FURNISHED TO A PURCHASER PRIOR TO OR AT THE TIME HE ENTERS INTO A PURCHASE AGREEMENT. THE PURPOSE OF THE STATEMENT IS TO DISCLOSE MATERIAL FACTS PERTAINING TO THIS CONDOMINIUM. IT IS RECOMMENDED THAT THE PURCHASER READ THIS STATEMENT CAREFULLY, PHYSICALLY INSPECT THE PROPERTY, REVIEW ALL SALES AND OTHER DOCUMENTS IN DETAIL AND CONSULT AN ATTORNEY FOR ADVICE. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS SUGGESTING THAT THE CONSUMER PROTECTION AND ANTITRUST DIVISION OR ANY OTHER PUBLIC AGENCY RECOMMENDS THE CONDOMINIUM OR HAS DETERMINED THAT THE DISPOSITION OF ANY CONDOMINIUM UNIT OR INTEREST THEREIN IS LEGALLY SUFFICIENT TO PROTECT THE RIGHTS OF PURCHASERS.

UNLESS A PURCHASER HAS RECEIVED THIS STATEMENT PRIOR TO OR AT THE TIME HE ENTERS INTO A PURCHASE AGREEMENT, HE MAY AVOID THE CONTRACT AT ANY TIME BY GIVING WRITTEN NOTICE TO THE SELLER.

RECEIPT OF THIS STATEMENT MUST BE ACKNOWLEDGED IN WRITING BY THE PURCHASER.

ANY COMPLAINT ALLEGING UNFAIR OR DECEPTIVE SALES PRACTICES OR A VIOLATION OF THE CONDOMINIUM AD MAY BE DIRECTED TO THE CONSUMER PROTECTION AND ANTI-TRUST DIVISION, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

UNITS WITHIN THIS CONDOMINIUM ARE OFFERED TO PERSONS WHO WISH TO BE OWNER OCCUPANTS OR WISH TO PURCHASE ONLY FOR INVESTMENT PURPOSES.

I M P O R T A N T

NOTICE OF PURCHASER'S CANCELLATION RIGHTS

New Hampshire law provides that you have an express and unqualified right to cancel your Purchase and Sale Agreement within five (5) calendar days from the date the agreement was entered into or the delivery to you of the Public Offering Statement, whichever is later. If you elect to cancel, you may do so by written notice thereof hand-delivered or deposited in the United States mail, return receipt requested, within the five-day period, to the declarant of the condominium or to any agent of the declarant; provided, however, that if you elect to mail the notice of cancellation, you must also provide the declarant with telephonic notice of cancellation within the five-day period. Such cancellation shall be without penalty and any deposit made by you must be refunded in its entirety no later than 10 calendar days from the declarant's receipt of your written notice of cancellation.

Effective Date of Registration: _____

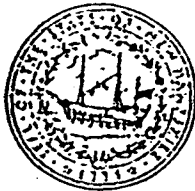
Date of Most Recent Approval of
Public Offering Statement by Agency: _____

ATTORNEY GENERAL
STEPHEN E. MERRILL

DEPUTY ATTORNEY GENERAL
PETER W. MOSSEAU

ASSISTANT ATTORNEYS GENERAL
JEFFREY R. HOWARD
CHARLES W. GRAU
JAMES D. CAHILL III

ATTORNEY
ROSE-MARIE THEIS



PARALEGAL
MARIE P. WILKINSON

INVESTIGATORS
PHILIP J. McLAUGHLIN
DONALD F. GLENNON
GEORGE M. BAHAN

THE ATTORNEY GENERAL
CONSUMER PROTECTION AND ANTITRUST DIVISION
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

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

Condominium: Cedars of Portsmouth
NHAGO: LC-29-358A
Location: Portsmouth, Rockingham County,
New Hampshire
Declarant: Cedars of Portsmouth Group
16 Broad Street
Nashua, NH 03060

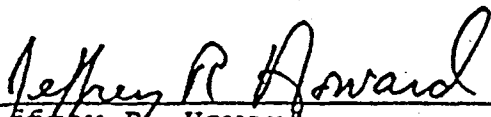
Units: 252

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

252 units

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

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



Jeffrey R. Howard
Assistant Attorney General
Consumer Protection and
Antitrust Division
Office of Attorney General
State of New Hampshire

July 26, 1985

CONSUMER PROTECTION



(603) 271-3641

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EXHIBITS

- I. Declaration & Amendments, If Any
- II. By-Laws
- III. Projected Budget
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- VI. Warranty Deed

1. THE DECLARANT

Cedars of Portsmouth Group, a New Hampshire General Partnership with a principal place of business at 40 Bay Street, Manchester, New Hampshire, is the declarant, and Cedars of Portsmouth Condominium is the name of the Condominium. It is located at Lafayette Road, Portsmouth, New Hampshire.

Cedars of Portsmouth Group consists of John S. Kopka, III, Stephen G. Minasian, and Joseph J. O'Donnell.

2. THE CONDOMINIUM CONCEPT

Each Purchaser will acquire fee simple title to his unit, together with an undivided percentage ownership interest in the common area of the condominium and easements of use and enjoyment in common area and limited common area appurtenant to his unit, all of which are more particularly described in, and limited by, the provisions of the legal instruments referred to above. No time sharing is anticipated at present.

3. CREATION OF THE CONDOMINIUM

Cedars of Portsmouth Condominium consists of sixty-five (65) acres located on Lafayette Road, Portsmouth, County of Rockingham, State of New Hampshire. The Declarant will construct twenty-one (21) buildings with a total of two hundred fifty-two (252) units.

4. DESCRIPTION OF THE CONDOMINIUM

Cedars of Portsmouth Condominium consists of twenty-one (21) buildings with a total of two hundred fifty-two (252) units. The finished exterior of the building, i.e., roof, walls and foundation and the finished interior of stairways, stairway landings and halls serving more than one unit, does not constitute part of the unit, but rather, is Common Area. As Common Area, the maintenance and repair of these areas are the responsibility of the Unit Owners Association.

Certain exterior parts of the building, such as the deck/patio, entranceways, steps, parking areas and carports are Limited Common Area. Maintenance and normal upkeep of these areas are the responsibility of the owner. Unless repair of the Limited Common Area is caused or necessitated by the negligence, misuse, or neglect of the Unit Owner, the expense of repairing Limited Common Area shall be borne by all unit owners in common.

The exterior of the buildings may not be altered structurally or cosmetically without the approval of the Declarant or the Board of Directors, nor can anything be added to such exterior without such approval.

Limited Common Area may not be used in contravention of any law or ordinance, the Declaration, the By-Laws, or the Rules and Regulations of the Condominium. No building may be constructed in the Limited Common Area without the approval of the Declarant or the Board of Directors.

5. INDIVIDUAL UNITS

The two hundred fifty-two (252) units being declared are all of garden design, varying in size from six hundred fifty (650) square feet more or less to eight hundred (800) square feet more or less. All units contain either one bedroom or two bedrooms, and 1 bath. All of the units will be completed by March 1986.

6. COMMON AREA FACILITIES AND AMENITIES

The only amenities which will be provided by the Declarant are interior roads, interior water and sewage lines, tennis courts, swimming pool and clubhouse. The amenities will be constructed on common area. The maintenance and repair of the completed amenities will become the responsibility of the Unit Owners Association which is described in the condominium. The pool with spa, tennis courts and clubhouse will be constructed not later than October 31, 1985.

7. EASEMENTS & RESTRICTIONS: GOVERNMENTAL APPROVALS

The New Hampshire Water Supply and Pollution Control Commission and the City of Portsmouth Planning Board have both granted approvals pertinent to the use of the property for condominium purposes.

Declarant will obtain City of Portsmouth, New Hampshire building permits and occupancy permits with regard to each unit.

No improvements are required to be made by the Purchaser to use his unit in the manner represented by the Declarant and no further governmental approvals are required. Units will be conveyed fully ready for use and occupancy.

8. ENCUMBRANCES

A mortgage line of credit has been arranged through Maine Savings Bank, One Maine Savings Plaza, Portland, Maine 04104. Individual unit releases have been approved, so that at time of closing individual purchasers will receive clear title to their unit, subject to the declarations and by-laws. Copies of relevant legal documents will be made available upon request.

9. MANAGEMENT

Management will be furnished by the declarant until such time as the Cedars of Portsmouth Condominium Association, through its Board of Directors, awards a contract to a management company. There are no contracts affecting the use, maintenance or administration of, or access to, all or any part of the condominium. The Units will be assessed a monthly fee of \$66.05 to cover maintenance of the common area and for major maintenance reserves.

A copy of the projected budget is enclosed as Exhibit III.

10. WARRANTIES

The only warranties, other than those set forth in New Hampshire RSA 356-B:41, on units and common areas are certain limited title warranties contained in the Condominium Deed, and manufacturers' warranties on certain appliances which will be provided to the Purchaser at closing.

11. UNIT OWNERS ASSOCIATION

Cedars of Portsmouth Condominium Association is an unincorporated association, membership in which is required of all unit owners. One vote will be allocated to each unit. The association will operate pursuant to its By-laws which are provided herewith. The Declarant will control the Association until 75% of the units have been sold, or two years from the date of recordation of the Condominium Declaration, whichever is sooner.

12. FINANCIAL MATTERS

The Purchaser is not required by the legal instruments of the condominium to pay any fees or charges arising from his purchase or use of any unit, or the maintenance or management of the condominium, other than the monthly common expenses assessments described above, which may vary from year to year as established by the Unit Owners' Association and other than any special assessments which may be levied by the Association, except for a one time charge at closing of \$132.10 for working capital for the Cedars of Portsmouth Condominium Association.

Estimated common expenses of the Association for the first year are attached hereto. These estimates have been made in good faith and the developer-declarant makes no warranties as to the amount of monthly assessments to be charged to condominium owners for condominium expenses or for assessments to be charged to all members of the Cedars of Portsmouth Association for maintenance and repair of the amenities and common property.

13. INSURANCE

A blanket spectrum insurance policy has been placed on all units by the Condominium Association. Individual notices of insurance will be issued to purchasers and mortgagees at time of closing. Full Replacement Cost Endorsement SP14-1 applies to each unit. Liability insurance is in force up to One Million Dollars each occurrence. It is the responsibility of the individual purchasers to arrange for coverage for their personal property and liability within their condominium.

There are no legal proceedings against the declarant which would affect the condominium purchaser.

14. ESCROW OF DEPOSITS

Any deposit made in regard to any disposition of any interest in a unit shall be held by Declarant in a separate designated escrow account at a local bank until closing of the transaction by delivery of a deed to the purchaser. Such escrowed funds shall not be attachable by creditors of either the Purchaser or the Declarant.

DECLARATION
(See Appendices)

DECLARATION OF CONDOMINIUM
FOR
CEDARS OF PORTSMOUTH CONDOMINIUM

Cedars of Portsmouth Group, a New Hampshire general partnership organized and existing under the laws of the State of New Hampshire, with a principal place of business at Manchester, County of Hillsborough, and State of New Hampshire, does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Portsmouth, Rockingham County, New Hampshire, and more particularly described in Appendix A 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 Appendix A, to the provisions of the Revised Statutes Annotated, in order to create a plan of condominium ownership.

2. Definitions. As provided in Section 12 I of the Condominium Act, terms not otherwise defined herein or in the By-Laws attached hereto as Appendix C, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "By-Laws" means the By-Laws providing for the self-government of the Condominium attached hereto as Appendix C, 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 the Limited Common Area, if any.

(c) "Condominium" means Cedars of Portsmouth Condominium, the condominium established by this Declaration.

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

(e) "Eligible Mortgage Holders, Eligible Guarantors, Eligible Insurers" means those holders of a 1st mortgage on a unit estate, a guarantor of a mortgage on a unit estate, or an insurer of a unit on a unit estate who has requested the owners' association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders - also have the right to join in the decision making about certain amendments to the project documents.

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

(g) "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.

(h) "Owner or Unit Owner" means any person or persons, who holds or hold title to a Condominium 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.

(i) "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in Paragraph 3(g).

(j) "Site Plan and Floor Plans" or "Plans" means the plat of the entire property described in this Declaration, and all floor plans attached thereto, recorded simultaneously with this Declaration.

(k) "Property" means the Land and the 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.

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

(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 "Association" means all of the Owners as defined in subparagraph (g) acting as a group in accordance with this Declaration and/or the By-Laws. All of the Owners must be members of the Unit Owners Association as provided in the By Laws.

(o) "Mortgagee" shall mean the holder of a real estate mortgage or a secured party as that term is defined in the Uniform Commercial Code, New Hampshire RSA 382-A.