

ARTICLES OF AGREEMENT
OF
OAK HILL CONDOMINIUM OWNERS ASSOCIATION

We, the undersigned, being of lawful age, do hereby associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292, as amended, under the corporate name and for the purposes herein stated.

ARTICLE I

The name of this corporation shall be Oak Hill Condominium Owners Association (the "Association").

ARTICLE II

The Association is established as 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 the Internal Revenue Code of 1954. The Association is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the Association is distributable to, or inures to the benefit of, any members of the Association.

The Association is empowered to engage in any acts and activities in which corporations organized under Chapter 292 N.H. RSA, as amended, are permitted to engage; provided, however, that the Association may not engage in any activity, other than as a substantial part of its total activities, that is not in furtherance of one or more of the

objectives for which it is formed, which objectives are described in detail in the immediately preceding paragraph.

ARTICLE III

In the event of the dissolution of the Association, its remaining assets, if any, after payment or provision for the payment of all of its liabilities, shall be distributed to the members of the Association as the Board of Directors of the Association may, in its discretion, determine.

ARTICLE IV

The place at which the business of the Association is to be carried out is in Nashua, New Hampshire, but the Association may carry on any portion of its business at any other places within or without the State of New Hampshire. Any meetings of the members of the Association may be held within or without the State of New Hampshire.

ARTICLE V

The Association shall have no capital stock. The Association shall be a non-profit organization, and no part of any of the profits of the Association shall inure to the benefit of or be distributable to any member of the Association thereof or any other person, except that the Association may pay reasonable compensation for services rendered.

ARTICLE VI

The officers of the Association and their several terms of office and duties and the members of the Association and their

several rights and duties shall be defined and established in By-Laws adopted by the Association.

ARTICLE VII

A meeting of the signers of these Articles of Agreement was held at the offices of Devine, Millimet, Stahl & Branch, Professional Association, 1850 Elm Street, Manchester, New Hampshire, on the _____ day of _____, 198 , at _____ o'clock .

m. to adopt the By-Laws and to effect an organization of the Association, and we, the undersigned, do hereby waive all further notices of such meeting.

Dated at Manchester, New Hampshire, this day of
1982.

Name _____

Post Office Address

[illegible]

Accepted for filing this day of , 1981.

City Clerk, Nashua , New Hampshire

Accepted for filing this day of , 1981.

Secretary of State, Concord, New
Hampshire

APPENDIX D

DECLARATION

OF

OAK HILL CONDOMINIUM

Nashua, Hillsborough
County, New Hampshire

DECLARATION made as of this day of , 1982,
by Wind Top Development Corporation, a New Hampshire corporation
with a principal place of business at Daniel Webster Highway
South, Bedford, Hillsborough County, New Hampshire (hereinafter
called the Declarant), for the purpose of submitting certain
property to condominium use and ownership in accordance with the
provisions of Chapter 356-B of the Revised Statutes Annotated of
New Hampshire.

WHEREAS the Declarant is the holder of an exclusive option to
purchase the Partnership which owns the real property described
in Appendix A hereto attached and made a part hereof and the build-
ings and other improvements located thereon which it desires to
subject to the provisions of such Chapter 356-B.

NOW, THEREFORE, the Declarant hereby declares that all of the
real property described in Appendix A hereto, including all of
the buildings, structures and other improvements located thereon,
and all easements, rights and appurtenances belonging thereto,
are hereby submitted to the provisions of Chapter 356-B of the
Revised Statutes Annotated of New Hampshire and are to be held,
conveyed, encumbered, leased, used, occupied and improved subject

to the following restrictions, covenants, conditions, easements, uses, limitations and obligations, all of which are intended to enhance and protect the value and desirability of as a whole and to benefit mutually each of the component parts thereof.

ARTICLE I

DEFINITIONS

The following terms as hereinafter used in this Declaration and in the Exhibits and Appendices hereto and in any amendments hereof or thereof, shall have the following meanings unless the context clearly indicates a different meaning:

(a) "Act" means the Condominium Act (Chapter 356-B of the Revised Statutes Annotated of New Hampshire).

(b) "Assessment" means a share of the funds required for the payment of Common Expenses assessed pursuant to Section 45 of the Act.

(c) "Association" means the unit owners association identified as Oak Hill Condominium Owners Association, a New Hampshire non-profit corporation.

(d) "Board" or "Board of Directors" means the executive and administrative entity designated in the Condominium Instruments as the governing body of the Association.

(e) "By-Laws" means the By-Laws of the Association as they exist from time to time.

(f) "Common Area" or "Common Areas" means all portions of the Condominium not included in the Units, and includes Limited Common Areas.

(g) "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association for which Unit Owners are liable to the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the terms of the Condominium Instruments, for the purposes of administration, maintenance, repair and replacement of the Common Areas or the Common Furnishings, and for any other lawful purpose.

(h) "Common Furnishings" means all furniture, furnishings and equipment installed in, required by or attributable to Common Areas and also all other tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

(i) "Common Profits" means all income collected or accrued by or on behalf of the Association, other than income derived from Assessments.

(j) "Condominium" means the real property and all interests therein described in Appendix A hereto, including all buildings, structures and other improvements now or hereafter existing thereon, all easements, rights and appurtenances belonging thereto and all personal property now or hereafter used in connection

therewith, submitted to the Act by the recordation of Condominium Instruments pursuant to the Act.

(k) "Condominium Instruments" means the Declaration, the By-Laws, the site plans and floor plans and all other Exhibits annexed thereto, as the same may be amended from time to time.

(l) "Condominium Rules" means such rules and regulations as the Board from time to time may adopt relative to the use of the Condominium or any part thereof, as the same may be amended pursuant to the terms hereof and of the By-Laws.

(m) "Condominium Unit" means a Unit together with the undivided interest in the Common Areas appertaining to that Unit.

(n) "Convertible Land" means that building site, presently a portion of the Common Areas, within which the Declarant may create additional Units and Limited Common Areas in accordance with Article III hereof.

(o) "Declarant" means Wind Top Development Corporation and any successors in interest thereto.

(p) "Declaration" means this instrument, as amended from time to time.

(q) "Future Common Expenses" means Common Expenses for which Assessments are not yet due and payable.

(r) "Institutional Lender" means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies,

pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.

(s) "Limited Common Area" or "Limited Common Areas" means those portions of the Common Areas which are designated herein as reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.

(t) "Management Agreement" means an Agreement between the Declarant and a management Firm providing for the management of the Condominium.

(u) "Management Firm" means the entity so identified in a Management Agreement and its successors and assigns.

(v) "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

(w) "Unit" means a portion of the Condominium designed and intended for individual ownership and use.

(x) "Unit Owner" means one or more persons who owns a Condominium Unit.

(y) Unless the context otherwise requires all other terms used in the Declaration shall have the meaning attributed to them by the Act as of the date of the Declaration.

ARTICLE II

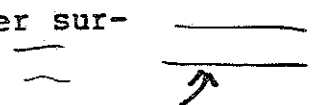
INFORMATION REQUIRED BY SECTION 16(I) OF THE ACT

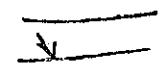
(a) Name. The name of the Condominium is Oak Hill Condominium.

(b) Location. The Condominium is located southerly of Spit Brook Road, so called, in Nashua, Hillsborough County, New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the land submitted to the Act by the Declaration is set forth in Exhibit A to the Declaration, hereto attached and made a part hereof.

(d) Boundaries of Units. A description or delineation of the boundaries of the Units, including the horizontal boundaries, if any, as well as the vertical boundaries, is as follows:

(1) Upper Horizontal Boundary: The upper horizontal boundary of each Unit shall be the plane of the under surfaces of the ceiling stringers. 

(2) Lower Horizontal Boundary: The lower horizontal boundary of each first floor Unit shall be the lower surface of the floor slab. The lower horizontal boundary of each Unit above the first floor shall be the plane of the under surfaces of the ceiling stringers. 

(3) Vertical Boundaries: The vertical boundaries of each Unit shall be:

(i) The plane of the interior surfaces of the wall studs facing the Unit's perimeter walls.

(ii) The exterior surfaces of the doors, door frames, windows and window frames.

(4) Each Unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Areas as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit.

(5) Each Unit has immediate access to a patio or balcony which is located on the exterior of the Unit. Such patios and balconies are Limited Common Areas appertaining and appurtenant to the Units they abut and serve.

(6) The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including airconditioning units, situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduits, wires and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Areas

shall be deemed part of the Common Areas. Each Unit is located entirely on one floor. A more specific description of each Unit, including its Unit designation, location, approximate area and number of rooms, is contained in Exhibit B to the Declaration hereto attached and made a part hereof.

(e) Description of Common Areas and Limited Common Areas;
Assignment of Limited Common Areas to Units.

(1) Description of Common Areas. The Common Areas include all portions of the Condominium, including all real, personal and mixed property forming part thereof, except for the Units. The Common Areas shall specifically include, without limiting the generality of the foregoing, the land described in Exhibit A hereto; the roads within the boundaries of the Condominium and the driveways serving the Units; all carports, and parking spaces; all storage spaces; the sidewalks; the lawns, gardens, shrubbery and other landscaping and plantings; the foundations, columns, beams and supports of the buildings; the recreation building, swimming pool and tennis courts; the boiler and laundry rooms; all patios and balconies; the subsurface sewers; the water supply system; and all pipes, ducts, flues, chutes, conduits, wires and utility installations existing for common use, including all such pipes, ducts, flues, chutes, conduits, wires and other installations situated within a Unit, but which serve

other Units or Common Areas. The undivided interest of each Unit in the Common Areas is set forth in paragraph (g), below.

(2) Description of Limited Common Areas. The Limited Common Areas (which are part of the above described Common Areas pursuant to Article I(e) hereof) consist of the following:

- (i) all patios and balconies;
- (ii) all storage spaces;
- (iii) all carport spaces (which are to be distinguished from parking spaces not within carports).

(3) Designation of Unit(s) to Which Limited Common Areas Are Assigned. The Limited Common Areas set forth in Article II(e) (2) hereof are assigned to Unit(s) as follows:

(i) Patios and Balconies. All patios and balconies are assigned to the Units which they abut and serve as more particularly shown and identified on the floor plans recorded in the Hillsborough County Registry of Deeds;

(ii) Storage Spaces. All storage spaces are assigned to the Units which they serve, as more particularly shown and identified on the floor plans;

(iii) Carport Spaces. ((a)) Intention of Declarant. Carport spaces are limited common areas

which shall be reserved for the exclusive use of the owners of the Units to which such spaces are assigned in accordance with this subsection. There are fewer carport spaces than Units at the Condominium and it is the intention of the Declarant, and of this Article II(e)(3)(iii) to establish procedures which will both comply with the requirements of Section 19 of the Act and will ensure that the carport spaces are assigned to those Unit Owners who desire them, rather than having these carport spaces arbitrarily assigned to specific units regardless of the desires of the current or prospective owners thereof.

((b)) Initial Assignment by Declarant. Because at the date of the recording of this Declaration, the Declarant has no knowledge as to the identity or desires of the Owners of the various units of the Condominium, no assignments of the carport spaces are reflected in this Declaration; it being understood, however, that these carport spaces are still to be considered to be Limited Common Areas, which appertain or serve a single Unit in the Condominium. As the Units are conveyed and the Declarant becomes aware of the identity and desires of the Unit Owners, the carport spaces will be assigned by amendment to this Declaration, and in accordance with

Section 19 of the Act, as follows: A carport space that has never been assigned to a particular Unit or Unit Owner is to be assigned by the Declarant to a Unit Owner on such terms and conditions, and for such a price, as are acceptable to the Declarant and the Owner. In accordance with Section 19 of the Act, such assignment shall be evidenced and effectuated by an Amendment to this Declaration which shall (i) be entitled "Amendment to the Declaration of Oak Hill Condominium, Regarding the Assignment of Carport Space # , a Limited Common Area; (ii) shall be executed by the Declarant and the Unit Owner with such formalities as are required by statute for the conveyance of real property; (iii) shall provide that if the owner ceases to be a Unit Owner and does not reassign said carport space in accordance with this Article II(e)(3)(iii), that such carport space shall be automatically reassigned to the Association without losing its character as a Limited Common Area; (iv) shall contain an agreement by the Unit Owner appointing the Association as his attorney-in-fact to execute all instruments, including Amendments to this Declaration, evidencing and effectuating such reassignment. The Unit Owner shall pay all costs involved in preparing, acknowledging and recording said

Amendment. The assignment shall become effective upon the recording of the Amendment and shall remain effective until the earlier of: (i) the date on which the Unit Owner reassigns the carport space in accordance with this Article II(e)(3)(ii); or (ii) the date on which the Unit Owner ceases to be a Unit Owner without so reassigning said carport space.

((c)) Reassignment. At any time a Unit Owner who is an assignee of carport space may reassign the same to another Unit Owner in connection with, or independent from, the assignee's conveyance of his Unit. Such reassignment shall be on such terms and conditions, and for such price, as are acceptable to the parties, and shall be accomplished as follows: The concerned Unit Owner shall apply in writing to the principal officer of the Association (or such other officer as the By-Laws may specify), which officer shall forthwith prepare and execute an Amendment to the Declaration, entitled as above, reassigning the carport space and the rights and obligations attributable thereto. The Amendment shall then be executed by the concerned Unit Owner who shall record the same at the Hillsborough County Registry of Deeds. The reassignment shall be effective as of the date and time of recordation. All costs involved in the

preparation, acknowledgement and recording of said Amendment shall be borne equally by the concerned Unit Owners.

((d)) Reassignment to Association When Assignee Ceases to Be Unit Owner. If an assignee of carport space ceases to be a Unit Owner and does not reassign said carport space to another Unit Owner in accordance with the terms of this Article II(e)(3)(iii), he shall forthwith reassign the same to the Association by an appropriate Amendment to the Declaration; provided, however, that if he fails to do so such carport space shall be automatically reassigned to the Association and the Association shall have the power to sign the necessary Amendment in accordance with the power of attorney granted to it in the original assignment. In either case the carport space shall not lose its character as a Limited Common Area. Once such carport space is reassigned to the Association, the Association shall have the right and authority to reassign the same to another Unit Owner in accordance with the procedures set forth herein.

(f) Description of Common Areas Which May Subsequently Be Assigned as Limited Common Areas. There are no Common Areas in the Condominium (other than those within the boundaries of the

Convertible Land described in Article III hereof) which may subsequently be assigned as Limited Common Areas.

(g) Allocation to Each Unit of an Undivided Interest in the Common Areas. There are three (3) categories of Units in the Condominiums: (i) "small" one (1) bedroom Units (of which there are 21); (ii) "large" one (1) bedroom Units (of which there are 116); (iii) two (2) bedroom Units (of which there are 111); and "special" units (of which there are 2). All Units within each category are of the same size and each category differs from the other two (2) categories in size. (For the purposes of this Article III(g), "size" refers to the number of square feet of floor space within each Unit as computed by reference to the floor plans recorded in the Hillsborough County Registry of Deeds and rounded off to a whole number). Allocations to each Unit of an undivided interest in the Common Areas, based on the size of each Unit, are set forth in the following table:

<i>measured</i> <u>Type of Unit</u> <u>(# of Such Units)</u>		<u>Floor Space</u>	<u>Percentage Undivided</u> <u>Interest in Common</u> <u>Areas</u>
5.635 Small one bedroom Units (21)	21	512 square feet (10,752 total sq.ft.)	.2725%/Unit (5.7225% total)
Large one bedroom Units (116)	120	725 square feet (87,000 total sq.ft.)	.3859%/Unit (46.3080% total) → 47.857%
Two Bedroom Units (111)	111	812 square feet (90,132 total sq.ft.)	.4321%/Unit (47.9742% total)
"Special" Units (2)		1456 square feet (2,912 total sq. ft.)	.7749%/Unit (1.5498% total) ← <i>included in IBK</i>
250 Units		187,896 total sq.ft.	100%
		190,796	

It should be noted that these percentage undivided interests in the Common Areas will change if Declarant exercises the right, reserved in Article III hereof, to construct Units on the Convertible Land.

(h) Statement Of Purposes And Restrictions As To Use. For a statement of the purposes for which the Condominium and each of the Units are intended and restricted as to use, see ARTICLE VI of the Declaration, infra, page 28, et seq.

(i) Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III, of the Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Act. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid, not to the Board of Directors, but to a commercial bank as trustee for the benefit of the unit Owner's Association, the Unit Owners or any mortgagees as their interests may appear.

ARTICLE III

INFORMATION REQUIRED BY SECTION 16(II) OF THE ACT

Declarant reserves the right to create additional Units and Limited Common Areas within the boundaries of the Convertible Land, as set forth more fully below.

(a) Legal Description. A legal description by metes and bounds of the Convertible Land within the Condominium is set forth in Exhibit C, attached hereto and made a part hereof.

(b) Maximum Number of Units. Declarant may create no more than twenty-four (24) units within the Convertible Land.

(c) Restricted to Residential Use. All of the Convertible Land will be restricted to residential use.

(d) Compatibility. Any and all structures erected on the Convertible Land will be compatible with, and substantially identical to, the structures on other portions of the submitted land in terms of quality of construction, the principal materials to be used, and architectural style.

(e) Improvements. In addition to the structures encompassing the Units, the following improvements may be made on the Convertible Land: paved roads, sidewalks, curbs, lighting, landscaping, and utility installations (including water, sewer, electricity and telephone).

(f) Units. The Units created within the Convertible Land will be substantially identical to the Units on other portions of

the submitted land; provided, however, the same two (2) bedroom Units may be created which will be larger, in terms of square feet, than the two (2) bedroom Units located on other portions of the submitted land.

(g) Limited Common Areas. Declarant reserves the right to create Limited Common Areas within the Convertible Land as follows: Each of the up to twenty-four (24) Units that may be created within the Convertible Land will be served by and have the right to use a patio or balcony and a storage space, both of which shall be Limited Common Areas. Additionally, Declarant reserves the right to create up to twenty-four (24) carport spaces within the Convertible Land, such carport spaces shall be Limited Common Areas to be assigned in accordance with Article III(e)(3)(iii) hereof.

(h) Time Restriction. Declarant must exercise the right reserved to it in Article III within five (5) years of the date on which this Declaration is recorded at the Hillsborough County Registry of Deeds.

(i) Real Estate Taxes. Real estate taxes attributable to the Convertible Land shall be assessed against Declarant, and not the Unit Owners, until the actual conversion of the Convertible Land or until the expiration of the above-noted five (5) year period, whichever first occurs.

(j) Effective Date of Conversion. Conversion of the Convertible Land shall be deemed to occur upon recordation of the appropriate instruments pursuant to Section 20(III) and Section 23(II) of the Act.

ARTICLE IV

CERTAIN RESERVED RIGHTS AND EASEMENTS

(a) Encroachments. None of the rights and obligations of the Unit 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, repair, renovation, restoration, replacement or improvement of any structures or due to settling or shifting of structures, and there shall be valid easements for the maintenance of such encroachments so long as they shall exist. If any portion of the Common Areas now or hereafter encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (1) settling of a building, or (2) alteration or repair to the Common Areas made by or with the consent of the Association, or (3) as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or (4) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

(b) Easement To Facilitate Sales.

(i) Model Units and Sales Office. The Declarant and/or his representatives shall have the right and easement to maintain not more than four (4) model units and a sales office in the Condominium. The sales office may be combined with one or more of the model units. The Declarant shall have the further right and easement to locate and relocate these model units and the sales office at any time and from time to time in and to any Unit in the Condominium owned by the Declarant. Any Units which are used as model units and as a sales office shall at all times remain Units and be marketable as such by the Declarant and shall not become part of the Common Areas. In addition, the Declarant and/or his representatives shall have the right and easement to locate a sales office in that portion of the recreation building, so called, that the Declarant and/or his representatives shall determine in their sole discretion; provided, however, that any space so utilized shall be and remain part of the Common Areas.

(ii) Signs. The Declarant shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and structures forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(c) Easement To Facilitate Development And Expansion Of The Condominium. To the extent such rights are reserved to the Declarant in the Condominium Instruments, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium. This easement shall include the right to store vehicles, machinery, equipment and materials used or to be used in connection with such development work at, in or upon the Common Areas for such periods of time as shall be required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the Condominium under the provisions of the Act.

(d) Right to Create Units and Limited Common Areas Within Convertible Land. In Article III hereof, Declarant has reserved the right to create Units and Limited Common Areas within the Convertible Land.

(e) Right to Subdivide, Pursuant to Article IX (c) hereof, the right to subdivide certain units is permitted.

ARTICLE V

ASSESSMENTS

(a) Power To Fix And Determine. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium and such other fees and charges as are specifically provided for in the Declaration and the Appendices attached hereto. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and the Declaration and the Appendices attached hereto.

(b) Owner's Obligation To Pay Assessments. Each Unit Owner shall pay all Common Expenses assessed against him and all other assessments and charges made against him by the Board of Directors pursuant to the Declaration or By-Laws. Any Unit Owner having executed a contract for the disposition of his Unit, shall be entitled, upon written request to the President, Treasurer or Clerk of the Association and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Ten Dollars (\$10), to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Such statement shall be binding upon the Association, the Board of Directors, and every Unit Owner. Failure to furnish such state-

ment within ten (10) business days following receipt of such request shall extinguish the lien created by Section 46 of the Act.

(c) Payment Through Institutional Lender. With respect to any Common Expenses, and other assessments which are payable in monthly installments, a Unit Owner may, by arrangement with his Institutional Lender, provide for the payment of the installments due to the Institutional Lender in full satisfaction of his obligations to the Association; provided, however, that as a condition precedent to such arrangement the Institutional Lender shall have agreed with the Association to hold such payments in escrow for the benefit of the Association and to pay to the Association at stated intervals, or at any time upon written request by the Board of Directors, all sums so held.

(d) Unpaid Assessments. Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable. Regular assessments shall be due and payable monthly on the first day of each calendar month. A purchaser of a Condominium Unit other than a purchaser at a foreclosure sale, shall be liable for the

payment of any assessments against such Condominium Unit which are unpaid at the time of such purchase.

(e) Lien For Unpaid Assessments. (1) The Association shall have a lien upon each Condominium Unit for unpaid assessments, together with interest thereon, against the Unit Owner thereof, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Expenses incurred by the Association, including reasonable attorneys' fees, incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid assessments, and to apply as a cash credit against its bid, all

sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Unit Owner or anyone by, through or under said Unit Owner, while such foreclosure proceeding is pending.

(2) In the event an Institutional Lender, or other purchaser of a Unit, obtains title to such Unit as a result of foreclosure by the Institutional Lender, or if an Institutional Lender accepts a deed to such Unit or such Unit Weeks in lieu of foreclosure, the person or entity so acquiring title shall not be liable for any assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including the person or entity acquiring title.

(3) No person who acquires an interest in a Unit, except through foreclosure by an Institutional Lender, or the acceptance by an Institutional Lender of a deed in lieu of foreclosure, (including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales), shall be entitled to occupancy of the Unit or enjoyment of the Common Areas until such time as all unpaid assessments due and owing by

the former Unit Owner have been paid. The Association shall have the right to assign its claim for the recovery of any unpaid assessments to the Declarant, or to any Unit Owner or group of Unit Owners or to any third party.

ARTICLE VI

PROVISIONS RELATING TO INSURANCE

(a) Purchase Of Insurance. (1) The Association shall obtain and maintain in force insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Unit Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Institutional Lenders.

(2) Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Unit Owners. All such policies shall provide that payments for losses thereunder shall be made to the Insurance Trustee designated pursuant to Article II(i) hereof, and all policies and endorsements hereon shall be deposited with the Insurance Trustee.

(3) Nothing in this Article V shall in any way prevent or limit Unit Owners from procuring such insurance as they deem appropriate, including without limitation insurance against loss to their personal property, Unit improvements and negligence.

(b) Coverage.

(1) Casualty. All buildings, improvements and structures which are included in the Condominium, including buildings, improvements and structures in the Common Areas, and all personal property in the Common Areas, shall be insured in an amount equal to the full replacement value thereof, all as determined annually by the Board of Directors. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings included in the Condominium including but not limited to vandalism and malicious mischief.

(2) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Management Firm, if any, all persons acting or who may come to act as

agents or employees of any of the foregoing with respect to the foregoing, all Unit Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000 for injury to or death of one person; not less than \$1,000,000 for injury to or death of more than one person in the same occurrence; and not less than \$250,000 for damage to property. A single limit policy in the amount of \$1,000,000 shall be deemed compliance with the foregoing sentence. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of a Unit Owner for negligence occurring within his Unit or his Limited Common Area.

(3) Workmen's Compensation. The association shall procure and maintain workmen's compensation insurance as required by law.

(4) Other Insurance. The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing, insurance upon owned and non-owned motor vehicles.

ARTICLE VII

USE AND OCCUPANCY

(a) Residential Use Restriction. Each Unit Owner shall occupy and use his Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Each Unit Owner shall at all times comply with statutes, regulations, and ordinances applicable to the use of the Condominium, including without limitation the Zoning Ordinances of the City of Nashua, N.H. and any Condominium Rules.

(b) Prohibited Acts. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance upon the Condominium, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal acts in or about the Condominium.

(c) Restrictions Upon Alterations. No Unit Owner shall cause or permit anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Units or the Limited Common Areas or the Common Areas (including without limitation "for sale" or "sold" signs), nor shall he cause or permit any type of ground cover to be installed nor

shall he grow any type of plant, shrubbery, flower, vine or grass outside his Unit, nor shall he cause or permit awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Unit, Limited Common Areas or Common Areas, nor, with the exception of furniture and furnishing placed on patios and balconies, shall he place any furniture or equipment outside his Unit except with the prior written consent of the Board of Directors and subject to the Condominium Rules. No clothes line or similar device shall be allowed on any portion of the Condominium, nor shall clothes be hung anywhere except in such locations as may be designated by the Board of Directors.

(d) Common Areas. No person shall use the Common Areas and Limited Common Areas or any part thereof, or a Unit, or the Condominium, or any part thereof, in any manner contrary to the Condominium Rules at the time in effect. Subject to the preceding sentence, each Unit Owner may use the Common Areas, excepting Limited Common Areas, for the purposes for which they are intended but in so doing they shall not hinder or encroach upon the rights and privileges of other Unit Owners.

ARTICLE VIII

MAINTENANCE AND ALTERATIONS

(a) Management Contract. The Board of Directors, acting on behalf of the Association, may enter into a Management Agreement

with any firm, person or corporation, or may join with other Condominium Associations and entities in a joint Management Agreement, for the management of the Condominium and its maintenance and repair, and may delegate to the Management Firm all the powers and duties of the Association, except such as are specifically required by the Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Management Firm may be authorized to determine the budget and make and collect assessments for Common Expenses as provided by the Declaration, ByLaws and Appendices to the Declaration.

(b) Maintenance Responsibility - Units. Each Owner of a Unit agrees as follows:

(1) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Common Areas, and to maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

(2) Not to make or cause or permitted to be made any structural addition, alteration, decoration, repair, replacement or change of the Common Areas or to any outside or exterior portion of the building whether within a Unit or part of the Limited Common Areas without the prior written consent of the Board of Directors.

(c) Right Of Entry By Association. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom and to perform any maintenance, repair or construction for which the Association is responsible, and further shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit or Limited Common Area for the purpose of performing maintenance work or making repairs necessary to prevent injury or damage to other parts of the Condominium, including other Units. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, except in the case of emergencies when such entry may be immediate regardless of convenience, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board as a Common Expense, unless such maintenance, repairs or construction are necessitated by the failure of the Unit Owner to perform his maintenance or repair obligations or otherwise by his fault or negligence, in which case the Unit Owner shall bear the expense thereof. Any expense to be paid by the Unit Owner pursuant to this paragraph (c) shall be payable to the Association upon demand as a Common Expense.

(d) Signs. Each Unit Owner agrees to show no signs, advertisements or notices of any type on the Common Areas, Limited Common Areas, or his Unit, and to erect no exterior antenna or aerials, except as approved in advance by the Board of Directors.

(e) Remedies For Violation. In the event a Unit Owner fails to maintain his Unit and Limited Common Areas, as required herein, or in the event a Unit Owner makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to enforce compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against a Unit Owner and his Unit, for such sums as may be necessary in order to remove any unauthorized addition or alteration and to restore the property to good condition and repair.

(f) Right To Select Decor. The Association shall determine the exterior color scheme of the buildings and all other exterior, and interior color schemes of the Common Areas, and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the prior written consent of the Board of Directors.

(g) Maintenance Of Common Areas. The Association shall be responsible for the maintenance, repair and replacement of the Common Areas, including but not limited to all recreation facilities and other amenities, and all property not required to be maintained, repaired and/or replaced by the Unit Owners. Not-

withstanding the Unit Owner's obligations of maintenance, repair, replacement and the other responsibilities as to his Unit, as are provided in the Declaration and Appendices hereto attached and made a part hereof, the Association may enter into agreements with such firms or companies as the Board of Directors may select from time to time to provide certain services and/or maintenance for and on behalf of the Unit Owners whereby maintenance and service are provided on a regularly scheduled basis for such items as airconditioning maintenance and service, exterminating services and such other types of maintenance and services as the Association deems advisable. Such agreements shall be made on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for Common Expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service provided. Each Unit Owner shall be deemed to be a party to any such Agreement with the same force and effect as though said Unit Owner had executed such agreement and it is understood and agreed that the Association shall execute such agreements as the Agent for the Unit Owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of ARTICLE V of the Declaration.

ARTICLE IX

CERTAIN PROVISIONS PERMITTED BY THE ACT

(a) Encroachments. If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (1) settling of a building, (2) alteration of or repair to the Common Areas made by or with the consent of the Board of Directors, (3) repair or restoration of a building or any Unit after damage by fire or other casualty, or (4) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

(b) Alterations Within Units. A Unit Owner may make alterations, additions and improvements within his Unit, including moving, removing, altering or adding to interior non-bearing walls and partitions, provided that no such alteration, addition or improvement may affect the structural elements or integrity of any structure without the prior written consent by the Board.

(c) Subdivision of Units. (1) Notwithstanding anything to the contrary in the Condominium Instruments, the subdivision of Units #102 and #113 in Building #1 located on Oak Hill Lane, so called, into two (2) units each is expressly permitted. Such subdivision is to be accomplished in accordance with this Article IX(c) and Section 32 of the Act.

(2) An owner(s) of said Unit #102 and #113, including Declarant (hereinafter the "subdivider(s)"), who desires to subdivide said Unit(s) shall apply in writing to the President of the Association who shall forthwith prepare and execute:

- (i) An amendment to this Declaration which shall assign new identifying numbers to the new units created by the subdivision of a(the) unit(s) and shall allocate to those units, on a reasonable basis acceptable to the subdivider(s), all of the undivided interest in the Common Areas appertaining to the subdivided Unit(s). The units shall jointly share all rights and shall be equally liable jointly and severally for all obligations, with regard to any limited common areas assigned to the subdivided unit(s) except to the extent that the subdivider may have specified in his written application that all or any portions of any limited common area assigned to the subdivided unit(s) exclusively should be assigned to one or more, but less than all of the new units, in which case the amendment to this Declaration shall reflect the desires of the subdivider as expressed in such written application.
- (ii) An amendment to the bylaws which shall allocate to the new units on a reasonable basis acceptable to the subdivider(s), the votes in the Association allocated to the subdivided unit(s) and shall reflect a proportionate allocation to the new units of the liability for common expenses and right to common profits formerly appertaining to the subdivided unit(s).
- (iii) Such site plans and floor plans as may be necessary to show the boundaries separating the new units, the other boundaries of the new units, and the identifying numbers of the new units. Such site plans and floor plans shall indicate the dimensions of the new units, shall show the horizontal boundaries thereof with reference to established datum, and shall be certified as to their accuracy and as to their compliance with Section 32 of the Act by a registered land surveyor (in the case of any site plan), or by a registered architect or engineer (in the case of any floor plan).

(3) When appropriate instruments in accordance with subsection (2) hereof shall have been prepared, executed and acknowledged, they shall be delivered forthwith to the subdivi-der(s) upon payment by the subdivider(s) of all reasonable costs for the preparation and acknowledgement thereof. Said instru-ments shall become effective when the subdivider(s) have executed and recorded them, and the recordation thereof shall be conclu-sive evidence that the subdivision(s) thus effected did not vio-late any restrictions or limitations specified by the Condominium Instruments and that any reallocations made pursuant to subsec-tion (2) hereof were reasonable.

(d) Relocation Of Boundaries Between Units. If the Unit Owner(s) of adjoining Units desire to relocate their mutual boun-daries, they may do so if they obtain the prior written approval of the Board of Directors and if they comply with the procedures set forth in Section 31 of the Act; provided, however, that no such relocation shall occur unless and until the Owner(s) in-volved shall have satisfied the Board that any physical changes which may result to the building of which the Units are a part from the boundary relocation will not impair the structural inte-grity or adversely affect the exterior appearance of said build-ing.

ARTICLE X

AMENDMENT OF CONDOMINIUM INSTRUMENTS

(a) Amendment Prior To Conveyance Of A Unit. Prior to the conveyance of a Unit to an owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by the Declarant.

(b) Amendment After Conveyance Of A Unit. Subsequent to the conveyance of a Unit to an owner other than the Declarant the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3rds) of the voting power in the Association appertain, provided that:

(1) No instrument of amendments which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered.

(2) No instrument of amendment which alters the percentage of undivided interest in the Common Areas, the liability for Common Expenses, the rights to Common Profits, or the voting rights in the Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by the Condominium Instruments, is consistent with the applicable provisions of the Act and has been approved and agreed to by all the Unit Owners and any Institutional Lenders of record of the Units affected thereby.

(3) No instrument of amendment which alters the Condominium Instruments in any manner which would render any of them contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect.

(4) No instrument of amendment which purports to affect the Declarant's reserved rights of control set forth in ARTICLE X of the Declaration shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

(5) No instrument of amendment which purports to affect the Declarant's reserved rights and easements shall be of any force and effect unless it is assented to in writing by the Declarant and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

(6) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

(c) Recording Required. No amendment to the Condominium Instruments shall become effective until an instrument setting it forth in full shall be recorded at the Hillsborough County Regis-

try of Deeds. After the conveyance of a Unit to an owner other than the Declarant, such instrument shall either (i) be signed by Unit Owners holding the requisite voting power for its adoption or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Clerk of the Association and shall recite that the consent and approval of the Unit Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE XI

DECLARANT'S RESERVED RIGHTS OF CONTROL

(a) Rights Reserved. Subject to paragraph (b), below, the Declarant, or a Management Firm or some other person or persons selected or to be selected by the Declarant, may appoint and remove some or all of the officers of the Association, or its Board of Directors, or both and may exercise the powers and responsibilities otherwise assigned by the Condominium Instruments to the Association, its officers or the Board of Directors.

(b) Limitation. No amendment to the Condominium Instruments shall increase the scope of the authorization in paragraph (a), above, if there is any Unit Owner other than the Declarant, and such authorization shall not be valid after the earlier of (1) the expiration of three (3) years from the of filing the Declaration in the Hillsborough County Registry of Deeds or (2) the date upon which Units to which three-quarters (3/4) of the undivided interests in the Common Areas appertain have been conveyed.

(c) Renewal Of Management Or Other Agreement. If entered into during the period of control contemplated by paragraph (a), above, no Management Agreement, lease of recreational areas or facilities, or any other contract or lease executed by or on behalf of the Association, its Board of Directors or the Unit Owners as a group shall be binding after such period of control unless then renewed or ratified with the consent of Owners of Units to which a majority of the votes in the Association appertain.

ARTICLE XII

TERMINATION OF CONDOMINIUM

(a) Termination Prior To Conveyance Of A Unit. Prior to the conveyance of a Unit to an owner other than the Declarant, the Condominium may be terminated at any time by an instrument in writing signed by the Declarant.

(b) Termination After Conveyance Of A Unit. (1) Required Vote. Subsequent to the conveyance of a Unit to an owner other than the Declarant, the Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in the Association appertain.

(2) Effect of Termination. If the Association shall vote to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Unit Owners as tenants-in-common in proportion to their respective undivided interests in the Common Areas immediately prior to such recordation. As long as such tenancy-in-common lasts, each Unit Owner and their respective heirs, successors and assigns shall have an exclusive right of occupancy of that portion of the Condominium property which formerly constituted his Unit.

(c) Recording Required. No termination of the Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an owner other than the Declarant, such instrument shall either (i) be signed by Unit Owners holding the requisite voting power for its adoption or (ii) be signed by the President and Treasurer of the

Association, in which case it shall be accompanied by a certification of vote by the Clerk of the Association and shall recite that the consent and approval of the Unit Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE XIII

WAIVER OF RIGHT TO PARTITION

(a) No Unit Owner or other person or entity acquiring any interest in any Unit shall seek to obtain by bill in equity or other legal process judicial partition or judicial sale in lieu of partition of his undivided interest as a tenant-in-common in the Common Areas and all rights, legal or equitable, to such partition, or sale in lieu thereof, are hereby waived and relinquished.

ARTICLE XIV

REALE BY UNIT PURCHASER

I. 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 Owners' Association, prior to the contract date of the disposition, the following:

- a. Appropriate statements pursuant to Sections 46 and 47 of the Act.
- b. A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' Association within the current or succeeding two 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 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.
- 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.

II. The principal officer of the Unit Owners' Association, or such other officer or officers as the condominium instruments may specify, shall furnish the statements prescribed by Paragraph II upon the written request of any prospective Unit Owner within 10 days of the receipt of such request.

ARTICLE XV

F.H.L.M.C. AND F.N.M.A. COMPLIANCE

(a) Notwithstanding anything to the contrary contained in this Declaration or any other Condominium Instruments recorded herewith, Declarant and all subsequent Unit Owners hereby agrees as follows:

(b) That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in this Declaration or other Condominium Instruments, such right of first refusal shall not impair the rights of a first mortgagee to:

(1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

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

(3) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in Subsections (1) and (2) above.

(c) That any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(d) That any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(e) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common elements of the Condominium project, unless all of the first mortgagees holding mortgages on the individual Units at the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Board of Directors of the Owners Association, by amendment to this Master Deed or otherwise, shall be entitled to:

(1) by act or omission, seek to abandon or terminate the Condominium;

(2) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common elements;

(3) partition or subdivide any Unit;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public

utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

(5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium.

(f) That all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the State of New Hampshire shall relate only to the individual Units and not to the Condominium as a whole, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium;

(g) That in no case shall any provision of this Declaration or the Condominium Instruments give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(h) That a first mortgage upon request to the Board of Directors of the Unit Owners Association will be entitled to:

(1) written notification from the Board of Directors of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Declaration or the provisions of the Condominium Instruments which is not cured within sixty (60) days;

(2) inspect the books and records of the Unit Owners Association during normal business hours;

(3) receive an audited annual financial statement of the Unit Owners Association within ninety (90) days following the end of any fiscal year of the said Unit Owners Association;

(4) written notice of all meetings of the Unit Owners Association, and be permitted to designate a representative to attend all such meetings; and

(5) prompt written notification from the Board of Directors of any damage by fire or other casualty of the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(i) That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

(j) That the Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

(k) The Declarant intends that the provisions of this ARTICLE XV comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of RSA 356-B, all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

(a) Leasing. A Unit Owner may lease his Unit at any time and from time to time. Any lessee shall be subject to all of the provisions of the Condominium Instruments and no such lease shall relieve the Unit Owner of his obligations and responsibilities under the Condominium Instruments including, without limiting the generality of the foregoing, the obligation to pay his share of Common Expenses and the liability for assessments.

(b) Personal Property. The Association may acquire and hold, for the benefit of Unit Owners tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by such Unit Owners in the same proportion as their respective interests in the Common Areas. A transfer of a

Unit shall convey to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

(c) Condominium Rules. The Board of Directors shall have the power and authority to adopt and amend, from time to time, the Condominium Rules. A copy of the Condominium Rules shall be furnished to each Unit Owner.

(d) No Unit Owner may exempt himself from liability for his contribution toward Common Expenses, by waiver of the use and enjoyment of any of the Common Areas or by the abandonment of his Unit.

(e) Enforcement. Each Unit Owner and all other persons occupying or using a Unit or any part of the Common Areas shall comply strictly with the provisions of the Declaration, the By-Laws and the Condominium Rules, as the same may be lawfully amended from time to time, and with decisions of the Board of Directors made pursuant to the Declaration, By-Laws and Condominium Rules. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board in the name of the Association, or in a proper case, by an aggrieved Unit Owner. In addition to or in conjunction with the foregoing, the Association may deny any Unit Owner who is delinquent in the payment of assessments or who has committed an infraction of the Condominium Rules the use and

enjoyment of his Unit until such delinquent assessments are paid or, in case of infraction of the Condominium Rules, for a period not to exceed thirty (30) days. No such denial of use and enjoyment shall entitle any Unit Owner to any reduction in his share of Common Expenses or maintenance fees.

(f) Instruments To Be Construed As Covenants. All the provisions of the Declaration and the Appendices hereto, and any amendments thereof, shall be construed as covenants running with the land and every Unit Owner and their respective heirs, personal representatives, successors and assigns shall be bound thereby.

(g) Partial Invalidity. All provisions of the Condominium Instruments shall be deemed severable and any unlawful provisions thereof shall be void, but no such partial invalidity shall impair or affect in any manner the validity or enforceability of the balance of the Condominium Instruments.

(h) No Warranty. Subject to the provisions of Section 41 of the Act, the Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Condominium or the Condominium Instruments, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Common Expenses, taxes or other charges are estimates only and no warranty or representation with respect thereto is made or intended, nor may one be relied upon.

(i) Gender, Etc. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

(j) Captions. The captions used in the Condominium Instruments are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any provision of the Condominium Instruments.

(k) Waiver. The failure by the Board of Directors to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, the ByLaws or the Condominium Rules, or to exercise any right herein or therein contained, or to serve any notice, or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or right, which shall remain in full force and effect thereafter. The receipt by the Board of any payment of a Common Expense or other payment from any Unit Owner with knowledge of a breach by such owner of any term, covenant, condition or restriction hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by a majority of the members of the Board.

(l) Notices. Except as otherwise specified in the Condominium Instruments or the Act, all notices to the Association and the Board of Directors shall be delivered or sent by mail to the Board at Oak Hill Condominium, Spit Brook Road, Nashua, New Hampshire, or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to Unit Owners shall be delivered or mailed to their addresses in the Condominium, or to such other address as they may designate in writing to the Board of Directors. All notices shall be deemed to have been duly given when delivered or put into the United States mail, except notices of change of address which shall be deemed to have been given when received.

(m) Interpretation. The provisions of the Condominium Instruments shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. To the extent that any provision of the By-Laws or the Condominium Rules are in conflict with the provisions of the Declaration, the Declaration shall control and to the extent that any provision of the Declaration, the By-Laws or the Condominium Rules are in conflict with the provisions of the Act, the Act shall control.

IN WITNESS WHEREOF, WIND TOP DEVELOPMENT CORPORATION has caused this Declaration to be signed by Robert H. Maney, its Vice President, hereunto duly authorized, this day of , 1982.

WIND TOP DEVELOPMENT CORPORATION
("Declarant")

Witness

BY: _____
Robert H. Maney, Duly
Authorized Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this
day of _____, 1982, by Robert H. Maney, its duly
authorized Vice President, on behalf of Wind Top Development
Corporation, a corporation.

Justice of the Peace/Notary Public

BY-LAWS
OF
OAK HILL CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

PURPOSE AND SCOPE AND OTHER
INTRODUCTORY PROVISIONS

Section 1 - Purpose. The following By-Laws of Oak Hill Condominium Owners Association (hereinafter called the Association) shall govern the operation of the Condominium created by the Declaration of Oak Hill Condominium of which these By-Laws are made a part. The Association shall have the responsibility of administering the Condominium, of managing or arranging for the management of the Condominium and of performing all of the acts that may be required to be performed by the Association by virtue of the Act and the Declaration.

Section 2 - Applicability. These By-Laws are applicable to all property of the Condominium and to the use, occupancy, sale, lease or other transfer of any interest therein. All present and future holders of any interest in any Condominium Unit in the Condominium shall hold such interest subject to these By-Laws as well as to the Declaration and the Condominium Rules promulgated thereunder. 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 acknowledgment that such Owner, lessee or Occupant has accepted and ratified and will comply with these By-Laws, the Declaration and the Condominium Rules.

Section 3 - Nature of Organization. The Association is organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire. The Association 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 the Internal Revenue Code of 1954. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the Association.

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

Section 5 - Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the meanings specified in the Declaration or in Section 3 of the Act. The singular includes the plural where the context so requires.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1 - Membership. All present and future Unit Owners, acting as a group in accordance with the Act, the Declaration and these By-Laws, shall be members of and shall constitute the Association. Transfer by a Unit Owner of his interest in the Condominium, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Unit is vested in more than one person, all persons having an interest in a Unit shall be members eligible to attend meetings and to hold office, but the vote of a Unit shall be cast as hereinafter provided in Section 2 of this Article.

Section 2 - Voting. (a) Each Unit at the Condominium shall have a vote in the Association proportionate to its undivided percentage interest in the Common Areas, as the same are established in Article II(g) of the Declaration. The vote pertaining to a Unit shall not be divisible and shall be cast as hereinafter provided.

(b) 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 vote appertaining to that Unit. If more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, 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. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. If a protest is made to the person presiding over the meeting, the vote of such Unit, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.

(c) The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner or, in cases in which the Unit Owner is more than one person, by or on

behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.

(d) Unless otherwise provided in the Act or the Declaration or these By-Laws, a majority of the votes cast by Unit Owners in good standing present in person or represented by proxy at any meeting of the Association shall decide any question brought before such meeting. If fifty percent (50%) or more of the votes in the Association appertain to twenty-five percent (25%) or less of the units, then in any case where a majority vote is required by the condominium instruments or by this chapter, the requirement for such a majority shall be deemed to include, in addition to the specified majority of the votes, assent by the unit owners of a like majority of the units. A Unit Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys' fees, penalties and other charges, if any, properly chargeable to him.

(e) If the Declarant owns or holds title to one (1) or more Condominium Units, the Declarant shall be entitled to cast the votes appertaining to such Condominium Units at any meeting of the Association.

(f) Anything in this ARTICLE to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Condominium Unit during any period of time in which the owner thereof is the Association.

ARTICLE III

MEETINGS OF THE ASSOCIATION

Section 1 - Place. All meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2 - Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary.

Section 3 - Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast more than twenty-five percent (25%) of the votes are present in person or represented by proxy at the beginning of such meeting. In the absence of a quorum at any meeting or any adjournment thereof, the Unit Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Unit Owners holding the requisite amount of voting power shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.

Section 4 - Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instruments at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held within sixty (60) days of the close of the fiscal year of the Association on such day and at such hour as may be fixed by the Board of Directors and stated in the notice of such meeting.

Section 5 - Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and shall be called upon written application therefor to the Secretary of the holders of at least fifteen percent (15%) of the voting power in the Association.

Section 6 - Organization. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Unit Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore who shall be sworn to the faithful discharge of his duties as such secretary pro tempore before entering thereon.

Section 7 - Attendance By Management Firm. The Management Firm, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 1 - General Powers and Duties. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by the Act, the Declaration and these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association and the Condominium including, without limiting the generality of the foregoing, the following:

(a) To exercise all powers specifically set forth in the Act, the Declaration, the Articles of Agreement of the Association and these By-Laws.

(b) To prepare an annual budget and utilize the same for the establishment of the assessment against each Unit Owner for Common Expenses.

(c) To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association and of the Condominium.

(d) To require that all directors, officers, employees and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds, and to pay the premiums therefore as Common Expenses.

(e) To make assessments, against Unit Owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.

(f) To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.

(g) To provide for the operation, care, upkeep, maintenance, repair and replacement of the Common Areas.

(h) To establish, promulgate and enforce the Condominium Rules.

(i) To employ, control and dismiss the personnel necessary for the maintenance and operation of the Common Areas; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies and material to be used by such personnel.

(j) To engage the services of attorneys, accountants, architects and other professionala as the need arises.

(k) To enter into one or more Management Agreements and to delegate to the Management Firm which is a party to any such Management Agreement all of the powers and duties of the Board of Directors except such as may not, under the Act and the Declaration, be delegated.

(l) To procure, maintain and administer insurance as required by the Declaration.

(m) To designate one or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.

(n) To purchase, lease or otherwise acquire an interest in one (1) or more Units.

(o) To do any and all such other things not inconsistent with the Act, the Declaration or these By-Laws as may be authorized or directed by a resolution of the Association.

Section 2 - Number, Qualifications and Term of Office. The number of directors of the Association shall be not less than three (3) nor more than seven (7), all of whom shall be of lawful age and all of whom, except for directors designated by the Declarant pursuant to ARTICLE XI of the Declaration, shall be Unit Owners. Within such limits, the number of directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting, except that no such action shall be effective to remove any director then in office. In case the number of directors shall be increased, additional directors may be elected by the vote of the majority of the directors in office at the time of such increase. Each director shall continue in office until the annual meeting of the Association next ensuing and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased, subject to the provisions of Section 40 I and Section 40 II of the Act, to be a Unit Owner.

Section 3 - Quorum And Manner Of Acting. A majority of the total number of directors shall constitute a quorum for the transaction of

business at any meeting; but less than a quorum may adjourn the meeting. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting except as may otherwise be provided by the Act, or by the Declaration, or by the Articles of Agreement of the Association or by these By-Laws.

Section 4 - Place Of Meeting. The Board of Directors may hold its meetings, have one or more offices, and, except as otherwise required by the Act or the Declaration, keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 5 - First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

Section 6 - Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

Section 7 - Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two directors at the time being in office. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.

Section 8 - Attendance By Management Firm. The Management Firm, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Board of Directors.

Section 9 - Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors. ✓

Section 10 - Removal Of Directors. Subject to the Declarant's reserved rights of control as set forth in ARTICLE X of the Declaration, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes cast by Unit Owners at a special meeting of the Association called for the purpose.

Section 11 - Vacancies. Subject to the Declarant's reserved rights of control as set forth in ARTICLE X of the Declaration, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled either by a majority vote of the remaining directors, though less than a quorum, or by the Association at the next annual meeting of the Association or at any special meeting called for that purpose.

Section 12 - Compensation. Directors shall receive such compensation, if any, for their services as directors as may be fixed from time to time by vote of the Association at any annual or special meeting.

ARTICLE V

OFFICERS

Section 1 - Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. One person may hold the offices and perform the duties of more than one of said officers, except that one person shall not perform the duties and hold the offices of both President and Secretary.

Section 2 - Election; Term Of Office And Qualifications. The officers shall be chosen annually by the Board of Directors. Each

officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.

Section 3 - Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose.

Section 4 - Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5 - Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

Section 6 - The President. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

Section 7 - The Vice President. The Vice President (if one shall be elected) shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

Section 8 - The Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

Section 9 - The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositaries as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

Section 10 - Compensation. Officers shall not receive any compensation from the Association for their services as officers.

ARTICLE VII.

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.

(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 as to 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 may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. 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 each Owner, at least fifteen days in advance of the fiscal year to which the budget applies or to when the quarterly reassessment will take effect. 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. One-twelfth of 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 the Owners of Units by the Board as of the first day of each month throughout the fiscal year. Such assessments may be reassessed as changes in expected utility costs occur. Assessments shall be made on these dates against each Owner in proportion to the number of votes in the Unit Owners Association appertaining to his units, and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. 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. Any 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 returned to the Owners in accordance with each Owner's vote in the Unit Owners Association, or be credited according to each owner's votes in the Association to the next monthly

installment due from owners under the current fiscal year's budget, until exhausted, or ⁽³⁾ 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 months after the rendering of the accounting.

(d) Reserves. The Board of Directors may build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which may 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 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 monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(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 recordation of the Declaration at the Hillsborough 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. In addition, each new owner shall at the time of taking title, pay to the association a sum equal to two months' assessment as working capital for the Association.

(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 a new annual or adjusted budget shall have been adopted.

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 VII. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or successor owner by virtue of such

(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; kitchen and 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. In addition, each Owner shall be responsible for performing the normal maintenance for any Limited Common Area pertaining to his Unit as specified in Section 4(c) below, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, under the supervision of the Board of Directors, at his own expense, all repairs thereto. In exercising supervision of such repairs the Board shall require the Limited Common Area to be restored to its prior state and will not allow changes that are not compatible with the structure or style of the Common Area. 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 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) Expenses Associated with Limited Common Areas. The Condominium's Limited Common Areas consist of (i) patios and balconies; (ii) storage spaces; and (iii) carport spaces (which are to be distinguished from parking spaces not within carports). In accordance with Article II(3) of the Declaration: (i) the patios and balconies are assigned to those Units which they abut and serve as more particularly shown and identified on the Floor Plans; (ii) the storage spaces are assigned to the Units which they serve as more particularly shown and identified on the Floor Plans; and (iii) the carport spaces are assigned to Units in accordance with Article II(e)(iii) of the Declaration. All expenses associated with the maintenance, repair, renovation, restoration or replacement of (i) the patios and balconies and (ii) the storage spaces shall be assessed against, and paid by, the owners of the Units to which said limited common areas have been assigned in accordance with the immediately preceding sentence. All expenses associated with the maintenance, repair, renovation, restoration or replacement of the carport spaces shall be determined, assessed and paid as follows: The owner of a Unit to which a carport space has been assigned pursuant to Article II(e)(iii) of the Declaration shall pay to the Association, in addition to any other payments required hereunder, an annual sum of .01% (or such other amount as the Board of Directors may determine) of the annual budget determined in accordance with the provisions hereof, one-twelfth (1/12) of which amount shall be paid on the first day of each and every month during the fiscal year to which said budget pertains. Said payments, which shall have no effect whatsoever on a Unit Owner's undivided percentage interest in the Common Areas, shall be governed by and shall be subject to all the terms and conditions relating to other amounts assessed against Unit Owners hereunder.

transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser 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 Unit and such purchaser 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; 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 a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or 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, its successors and assigns shall not be subject to a lien for, the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such 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 or first mortgagee, in proportion to their respective votes in the Unit Owners Association.

3. Penalties for Nonpayment of Assessments; Collection. As provided in Section 1 of this Article VII, monthly installment payments of assessed Common Expenses shall be due on or before the first day of each month. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but need not) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine and may, in the discretion of the Directors, carry a late charge in the amount of \$25.00 or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorneys' fees for collection as hereinafter provided. The Board of Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any Owner which remain unpaid for more than ten (10) days from the due date for payment thereof.

4. 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 such expense shall be charged to such Owner), of all of the common Area, whether located inside or outside of the Units, the cost of which shall be charged to all Owners as a Common Expense.

(d) 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 replacement shall be determined by the Board of Directors.

(e) Snow Removal; Maintenance of Parking Area and Parking Spaces. The Board of Directors shall be responsible for the maintenance, repair and removal of snow from the parking area and parking spaces of the Condominium. In order to facilitate this maintenance, vehicles must be removed from parking spaces and the parking areas during periods of time as posted for maintenance and snow removal. The Board of Directors may direct vehicles of Unit owners and their licensees parked in violation of such posted no parking periods to be towed at the Owner's expense and the Owners and licensees shall have no claim for any damage to their vehicles as a result of such towing. Vehicles will not necessarily be towed to allow snow removal; but the Owner of a vehicle shall become responsible for snow removal in a parking space occupied by his vehicle during plowing.

5. Additions, Alterations or Improvements by 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) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the Owners holding a majority of the votes in the Unit Owners Association, 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) 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 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 proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit 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 or Limited Common Area, including the balconies, 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.

7. 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, and to establish rules governing, the use of the Units. Violation of any of such rules 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. Copies of such rules, which shall not be inconsistent with the Act, the Declaration or these Bylaws, shall be delivered to each Unit Owner.

8. Right of Access. An Owner shall grant a right of access to his Unit and adjacent Limited Common Area to the Board of Directors and the Manager and 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, and 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. An Owner shall also grant a right of access to parking spaces assigned to it for maintenance, repair and removal of snow.

ARTICLE VIII

INSURANCE

1. Purchase of Insurance. (a) The Association shall obtain and maintain in force insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Unit Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Unit Owners, without naming them, and as Agent for their Institutional Lenders.

(b) Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Unit Owners. All such policies shall provide that payments for losses thereunder shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

2. Coverage.

(a) Casualty. All buildings, improvements and structures which are included in the Condominium, including buildings, improvements and structures in the Common Areas, and all personal property in the Common Areas, shall be insured in an amount equal to the full replacement value thereof, all as determined annually by the Board of Directors. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings included in the Condominium including but not limited to vandalism and malicious mischief.

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Management Firm, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Unit Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000 for injury to or death of one person, not less than \$1,000,000 for injury to or death of more than one person in the same occurrence; and not less than \$250,000 for damage to property. A single limit policy in the amount of \$1,000,000 shall be deemed compliance with the foregoing sentence. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of a Unit Owner for negligence occurring within his Unit or his Limited Common Area.

(c) Workmen's Compensation. The association shall procure and maintain workmen's compensation insurance as required by law.

(d) Other Insurance. The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing, insurance upon owned and non-owned motor vehicles.

2. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under 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 improvement 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 who reside with said 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, 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, employees or household members, nor cancelled for non-payment 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 Owner). Such insurance should contain the same waiver of 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.

4. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Clerk of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Clerk; or such notice may be hand delivered by the Clerk or Manager, provided the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

ARTICLE IX

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions 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 damaged 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. 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 reconstruction 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 a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid 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 building 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 X

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.

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 theretofore assessed by the Board of Directors with respect to this Unit, except as provided in Section 2 of Article VII, 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 shall be required as a prerequisite to the issuance of such a statement.

3. Statements to Prospective Purchasers. 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 Owners Association, prior to the contract date of the disposition, the following:

(a) Appropriate statements pursuant to Section 2 of Article X hereunder and RSA 356-B:46, VIII;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners Association within the current or succeeding 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.

The Board of Directors shall furnish the statements prescribed above upon the written request of any prospective Unit Owner within ten (10) days of the receipt of such request by the Board or the Manager.

ARTICLE XI

AMENDMENTS

1. Manner of Amendment. These Bylaws may be amended only in the manner prescribed in Article IX of the Declaration, which is hereby incorporated herein by reference.

2. Limitations Upon Amendment. Section 1 of this Article to the contrary notwithstanding, no amendment of these Bylaws which purports to alter or affect the rights of the Declarant reserved in Article X of the Declaration shall be of any force or effect, and this Article XI may not be amended in any respect.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XIII

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 the 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 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 and the Board is made aware of such damage; and (ii) all mortgagees whenever damage to 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.

6. F.H.L.M.C., F.N.M.A., First Mortgagees. Notwithstanding any other provision of this Declaration, the By-Laws or the rules, Declarant and all subsequent Unit Owners hereby agree as follows:

(a) That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in this Declaration, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

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

(iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in subsections (i) and (ii) above.

(b) That any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Declaration;

(c) That any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common elements of the Condominium project, unless all of the first mortgagees holding mortgages on the individual Units at the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Board of Director Unit Owners Association by amendment to the By-Laws or otherwise, shall be entitled to:

(i) By act or omission seek to abandon or terminate the Condominium;

(ii) Change the pro rata interest or obligations of any Unit (1) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) for determining the undivided fractional interest of each Unit in the Common Area;

(iii) Partition or subdivide any Unit;

(iv) 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

(v) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

ARTICLE XIV

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, return receipt requested, 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 Clerk, 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 statutes, of 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 XV

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

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, 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 be granted by the Declaration, these By-Laws or the Rules shall 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 a 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 eighteen percent (18%), 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 the amount of \$25.00 or such other amount as the Board of Directors may determine.

(f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation 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 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.

ARTICLE XVI

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium 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 section, 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 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 by its duly authorized officer and its corporate seal to be hereunto affixed this day of , 19 .

WITNESS:

WIND TOP DEVELOPMENT CORPORATION

By: _____

JOINDER OF MORTGAGEE

Industrial National Bank of Rhode Island (the "Bank"), a national banking association with a principal place of business in Providence, Rhode Island and holder of a mortgage on the premises described in Appendices A and B hereof, which mortgage was granted to the Bank by Southbrook Associates, is recorded in the Hillsborough County Registry of Deeds at Book 2724, Page 099, was assigned to the Government National Mortgage Association ("GNMA") at Book 2816, Page 054 in said Registry and was reassigned to the Bank at Book 2873, Page 389 at said Registry; and holder of a certain supplemental mortgage which was granted by Southbrook Associates to the Bank, recorded at Book 2816, Page 036 at said Registry, was assigned to GNMA at Book 2816, Page 054 at said Registry and was reassigned to the Bank at Book 2873, Page 389 (see also Confirmatory Assignment at Book 2817, Page 572 at said Registry) (the foregoing encumbrances are hereinafter collectively referred to as the "Mortgage"), joins herein for the purpose of assenting to the recordation of the Declaration, the Appendices hereto, the Bylaws and the Site and Floor Plans and to the legal effect and operations thereof; provided, however, that, until separately released by appropriate instruments, each of the within Units and the Common Areas appurtenant thereto, shall remain subject to the Mortgage pursuant to the terms set forth therein as fully as if the Mortgage had originally been granted with respect to the Units and the appurtenant Common Areas.

Dated this day of , 1982.

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

By: _____
Authorized _____, Its Duly

Witness _____

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this
day of , 1982, by
its , hereunto duly authorized, on behalf of
Industrial National Bank of Rhode Island.

Justice of the Peace/Notary Public

APPENDIX "A"

A certain tract or parcel of land, with the buildings and improvements thereon and the appurtenances thereto, located in Nashua, Hillsborough County, New Hampshire, more particularly bounded and described as follows:

Beginning at a point on the southerly sideline of Spit Brook Road, said point being P.C. Sta. 238+65.71, 50 feet Rt. of the State of New Hampshire proposed Spit Brook Road realignment; thence

1. In an easterly direction by the southerly sideline of proposed Spit Brook Road on a curve to the left with a radius of 3324.05 feet a distance of 234.72 feet to a point; thence
2. South 12°28'25" East partially by a wall a distance of 377.84 feet to a stake in said wall; thence
3. South 11°46'50" East by said wall a distance of 214.49 feet to a drill hole at the end of the wall; thence
4. South 15°28'50" East a distance of 105.50 feet to a hub at the end of a wall; thence
5. South 13°13'50" East by said wall a distance of 405.97 feet to a drill hole; thence
6. North 85°40'40" East a distance of 18.02 feet to an iron rod at the end of a wall; thence
7. South 9°52'30" East by the wall a distance of 226.34 feet to a stake at the end of said wall; thence
8. South 11°55'00" East a distance of 250.51 feet to a point; thence
9. South 86°14'50" West a distance of 139.75 feet to a point; thence
10. North 74°41'20" West a distance of 655.20 feet to a point; thence
11. North 85°04'20" West a distance of 291.08 feet to a point; thence
12. North 10°37'10" West a distance of 651.15 feet to a point; thence
13. North 13°33'15" East a distance of 576.04 feet to a point; thence
14. North 88°32'55" East a distance of 311.01 feet to a point; thence

15. North $13^{\circ}50'45''$ East a distance of 224.28 feet to a point on the southerly sideline of said Spit Brook Road; thence
16. South $76^{\circ}09'15''$ East by the southerly sideline of Spit Brook Road, a distance of 100.00 feet to the point of beginning.

Containing 29.657 acres.

APPENDIX "B"

OAK HILL

Building No. 1 - Oak Hill Lane

Unit Number	Unit Type	Square Footage
101	Two Bedroom	812
102	Special Unit	1456
103	Standard One Bedroom	512
105	Two Bedroom	812
106	Large One Bedroom	725
107	Two Bedroom	812
108	Large One Bedroom	725
109	Two Bedroom	812
110	Large One Bedroom	725
111	Two Bedroom	812
112	Large One Bedroom	725
113	Special Unit	1456
114	Two Bedroom	812
116	Standard One Bedroom	512
117	Large One Bedroom	725
118	Two Bedroom	812
119	Large One Bedroom	725
120	Two Bedroom	812
121	Large One Bedroom	725
122	Two Bedroom	812
123	Large One Bedroom	725
124	Two Bedroom	812
Total Square Feet.		17,856

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 - Standard One Bedroom = .2725%
 - Large One Bedroom = .3859%
 - Two Bedroom = .4321%
 - Special = .7749%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 2 - Oak Hill Lane

Unit Number	Unit Type	Square Footage
201	Two Bedroom	812
202	Two Bedroom	812
203	Two Bedroom	812
204	Standard One Bedroom	512
205	Two Bedroom	812
206	Two Bedroom	812
207	Two Bedroom	812
208	Two Bedroom	812
209	Two Bedroom	812
210	Two Bedroom	812
211	Two Bedroom	812
212	Two Bedroom	812
Total Square Footage		9,444

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
Standard One Bedroom = .2725%
Large One Bedroom = .3859%
Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 3 - Oak Hill Lane

Unit Number	Unit Type	Square Footage
301	Two Bedroom	812
302	Large One Bedroom	725
303	Standard One Bedroom	512
304	Large One Bedroom	725
305	Two Bedroom	812
306	Large One Bedroom	725
307	Two Bedroom	812
308	Large One Bedroom	725
309	Two Bedroom	812
310	Large One Bedroom	725
311	Two Bedroom	812
312	Large One Bedroom	725
313	Large One Bedroom	725
314	Two Bedroom	812
315	Large One Bedroom	725
316	Standard One Bedroom	512
317	Large One Bedroom	725
318	Two Bedroom	812
319	Large One Bedroom	725
320	Two Bedroom	812
321	Large One Bedroom	725
322	Two Bedroom	812
323	Large One Bedroom	725
324	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 - Standard One Bedroom = .2725%
 - Large One Bedroom = .3859%
 - Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 4 - Midhurst Lane

Unit Number	Unit Type	Square Footage
401	Two Bedroom	812
402	Large One Bedroom	725
403	Standard One Bedroom	512
404	Large One Bedroom	725
405	Two Bedroom	812
406	Large One Bedroom	725
407	Two Bedroom	812
408	Large One Bedroom	725
409	Two Bedroom	812
410	Large One Bedroom	725
411	Two Bedroom	812
412	Large One Bedroom	725
413	Large One Bedroom	725
414	Two Bedroom	812
415	Large One Bedroom	725
416	Standard One Bedroom	512
417	Large One Bedroom	725
418	Two Bedroom	812
419	Large One Bedroom	725
420	Two Bedroom	812
421	Large One Bedroom	725
422	Two Bedroom	812
423	Large One Bedroom	725
424	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 5 - Midhurst Lane

Unit Number	Unit Type	Square Footage
501	Two Bedroom	812
502	Large One Bedroom	725
503	Standard One Bedroom	512
504	Large One Bedroom	725
505	Two Bedroom	812
506	Large One Bedroom	725
507	Two Bedroom	812
508	Large One Bedroom	725
509	Two Bedroom	812
510	Large One Bedroom	725
511	Two Bedroom	812
512	Large One Bedroom	725
513	Large One Bedroom	725
514	Two Bedroom	812
515	Large One Bedroom	725
516	Standard One Bedroom	512
517	Large One Bedroom	725
518	Two Bedroom	812
519	Large One Bedroom	725
520	Two Bedroom	812
521	Large One Bedroom	725
522	Two Bedroom	812
523	Large One Bedroom	725
524	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 6 - Midhurst Lane

Unit Number	Unit Type	Square Footage
601	Two Bedroom	812
602	Large One Bedroom	725
603	Standard One Bedroom	512
604	Large One Bedroom	725
605	Two Bedroom	812
606	Large One Bedroom	725
607	Two Bedroom	812
608	Large One Bedroom	725
609	Two Bedroom	812
610	Large One Bedroom	725
611	Two Bedroom	812
612	Large One Bedroom	725
613	Large One Bedroom	725
614	Two Bedroom	812
615	Large One Bedroom	725
616	Standard One Bedroom	512
617	Large One Bedroom	725
618	Two Bedroom	812
619	Large One Bedroom	725
620	Two Bedroom	812
621	Large One Bedroom	725
622	Two Bedroom	812
623	Large One Bedroom	725
624	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 7 - St. James Place

Unit Number	Unit Type	Square Footage
701	Two Bedroom	812
702	Large One Bedroom	725
703	Standard One Bedroom	512
704	Large One Bedroom	725
705	Two Bedroom	812
706	Large One Bedroom	725
707	Two Bedroom	812
708	Large One Bedroom	725
709	Two Bedroom	812
710	Large One Bedroom	725
711	Two Bedroom	812
712	Large One Bedroom	725
713	Large One Bedroom	725
714	Two Bedroom	812
715	Large One Bedroom	725
716	Standard One Bedroom	512
717	Large One Bedroom	725
718	Two Bedroom	812
719	Large One Bedroom	725
720	Two Bedroom	812
721	Large One Bedroom	725
722	Two Bedroom	812
723	Large One Bedroom	725
724	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 8 - St. James Place

Unit Number	Unit Type	Square Footage
801	Two Bedroom	812
802	Large One Bedroom	725
803	Standard One Bedroom	512
804	Large One Bedroom	725
805	Two Bedroom	812
806	Large One Bedroom	725
807	Two Bedroom	812
808	Large One Bedroom	725
809	Two Bedroom	812
810	Large One Bedroom	725
811	Two Bedroom	812
812	Large One Bedroom	725
813	Large One Bedroom	725
814	Two Bedroom	812
815	Large One Bedroom	725
816	Standard One Bedroom	512
817	Large One Bedroom	725
818	Two Bedroom	812
819	Large One Bedroom	725
820	Two Bedroom	812
821	Large One Bedroom	725
822	Two Bedroom	812
823	Large One Bedroom	725
824	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 9 - St. James Place

Unit Number	Unit Type	Square Footage
901	Two Bedroom	812
902	Large One Bedroom	725
903	Standard One Bedroom	512
904	Large One Bedroom	725
905	Two Bedroom	812
906	Large One Bedroom	725
907	Two Bedroom	812
908	Large One Bedroom	725
909	Two Bedroom	812
910	Large One Bedroom	725
911	Two Bedroom	812
912	Large One Bedroom	725
913	Large One Bedroom	725
914	Two Bedroom	812
915	Large One Bedroom	725
916	Standard One Bedroom	512
917	Large One Bedroom	725
918	Two Bedroom	812
919	Large One Bedroom	725
920	Two Bedroom	812
921	Large One Bedroom	725
922	Two Bedroom	812
923	Large One Bedroom	725
924	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 10 - St. James Place

Unit Number	Unit Type	Square Footage
1001	Two Bedroom	812
1002	Large One Bedroom	725
1003	Standard One Bedroom	512
1004	Large One Bedroom	725
1005	Two Bedroom	812
1006	Large One Bedroom	725
1007	Two Bedroom	812
1008	Large One Bedroom	725
1009	Two Bedroom	812
1010	Large One Bedroom	725
1011	Two Bedroom	812
1012	Large One Bedroom	725
1013	Large One Bedroom	725
1014	Two Bedroom	812
1015	Large One Bedroom	725
1016	Standard One Bedroom	512
1017	Large One Bedroom	725
1018	Two Bedroom	812
1019	Large One Bedroom	725
1020	Two Bedroom	812
1021	Large One Bedroom	725
1022	Two Bedroom	812
1023	Large One Bedroom	725
1024	Two Bedroom	812
Total Square Feet		17,844

NOTES:

1) Percentage Undivided Interest in Common Areas:

Standard One Bedroom = .2725%

Large One Bedroom = .3859%

Two Bedroom = .4321%

2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

OAK HILL

Building No. 11 - St. James Place

Unit Number	Unit Type	Square Footage
1101	Two Bedroom	812
1102	Large One Bedroom	725
1103	Standard One Bedroom	512
1104	Large One Bedroom	725
1105	Two Bedroom	812
1106	Large One Bedroom	725
1107	Two Bedroom	812
1108	Large One Bedroom	725
1109	Two Bedroom	812
1110	Large One Bedroom	725
1111	Two Bedroom	812
1112	Large One Bedroom	725
1113	Large One Bedroom	725
1114	Two Bedroom	812
1115	Large One Bedroom	725
1116	Standard One Bedroom	512
1117	Large One Bedroom	725
1118	Two Bedroom	812
1119	Large One Bedroom	725
1120	Two Bedroom	812
1121	Large One Bedroom	725
1122	Two Bedroom	812
1123	Large One Bedroom	725
1124	Two Bedroom	812
Total Square Feet		17,844

NOTES:

- 1) Percentage Undivided Interest in Common Areas:
 Standard One Bedroom = .2725%
 Large One Bedroom = .3859%
 Two Bedroom = .4321%
- 2) All units are assigned by its unit number to individual storage spaces within the attic. See attic floor plan.

EXHIBIT "C"

LEGAL DESCRIPTION OF "CONVERTIBLE LAND"

A certain tract or parcel of land located in Nashua, Hillsborough County, New Hampshire, being a portion of the premises described in Exhibit "A" to the Declaration of the Oak Hill Condominium, and being more particularly bounded and described as follows:

Beginning at a point southerly of Building #3 as the same is shown on a certain plan of land entitled, "Condominium Site Plan, 'Oak Hill' Condominiums, Spit Brook Road, Nashua, N.H." by Keller & Mills, Inc., dated December 12, 1981 (the "Site Plan"), which point is the easternmost corner of the intersection between the "RC" and "R-18" zones as shown on the Site Plan;

1. Thence N 56°00'00" W a distance of 278.36 feet to a point;
2. Thence N 14°30'50" E a distance of 163.20 feet to a point;
3. Thence N 79°32'07" E a distance of 165.00 feet to a point;
4. Thence S 13°13'50" E a distance of 20.64 feet to a point;
5. Thence N 85°40'40" E a distance of 18.02 feet to a point;
6. Thence S 09°52'30" E a distance of 226.34 feet to a point;
7. Thence S 11°55'00" E a distance of 92.70 feet to a point;
8. Thence S 78°05'00" W a distance of 54.20 feet to the point of beginning.

Constituting 1.410 acres.

Comprising 4.7% of the total area shown on the Site Plan.

By laws

April 8, 1985

MR JAY LUSTIG AND
MS JULIANNE LUTEY
OAK HILL CONDOMINIUMS
4 MIDHURST ROAD #424
NASHUA NH 03062

Dear Mr. Lustig and Ms. Lutey:

At the request of the Oak Hill Board of Directors, I would like to quote Paragraph 3 of Article VII from the Oak Hill Condominium By-Laws regarding monthly assessments.

"As provided in Section 1 of this Article VII, monthly installment payments of assessed Common Expenses shall be due on or before the first day of each month. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but not need) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine and may, in the discretion of the Directors, carry a late charge in the amount of \$25 or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorneys' fees for collection as hereinafter provided. The Board of Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any Owner which remain unpaid for more than ten (10) days from the due date for payment thereof."

Because of the recent increase in the monthly delinquent rolls, the Board of Directors have decided (voted) to institute the following procedure for all delinquent owners. "If an Owner is late the first month, this will constitute the usual \$5.00 late fee; if by the fifth of the second month the monthly assessment has still not been received, a second late fee of \$15.00 will be assessed. At this point, the delinquent owner will be notified, through the Board Attorney, that if the delinquent fee is not paid within ten (10) days from that point, a lien will be placed against the unit and a late fee of \$25.00 will be assessed and added each month thereafter until all monies are paid. Also, the Owner will be responsible for all Attorneys' fees."

The Board of Directors feel the need to be good stewards of the Association's affairs. This is the reason for the above policy change.

Sincerely,

Merle R. Miller
Director of Management



BERKSHIRE MANAGEMENT COMPANY, INC.

South River Road, Bedford, NH

Mailing Address: Box 4190, Manchester NH 03108

603.660.8551

CONDOMINIUM RULES

The rules and regulations hereinafter set forth shall be in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, comply with these rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The rules and regulations are as follows:

1. The sidewalks, if any, walkways, entrances, and all of the Limited Common Areas and Common Areas (excluding patios, decks, porches and balconies) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of similar type or nature be left therein or thereon.

2. The personal property of all Unit Owners shall be stored within their Units.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed on the patios, decks, balconies, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the Limited Common Areas or Common Areas; and the Limited Common Areas and Common Areas shall be kept free and clear of refuse, debris and other unsightly material.

4. No Unit Owner shall permit any article to fall from the windows, patios, decks, porches, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Limited Common Areas or Common Areas of the Condominium.

5. Refuse and bagged garbage shall be deposited only in the area or areas provided therefor.

6. No Unit Owner shall store or leave boats, trailers, motorcycles, mobile homes, recreation vehicles or similar articles or objects within the Condominium, except in areas which may be designated for that purpose.

7. Employees of the Association or Management Firm shall not be requested or directed to leave the Condominium by any Unit Owner or Occupant at any time for any purpose. No Unit Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association.

8. No Unit Owner or Occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit any act by such persons that will interfere with the rights, comforts, and convenience of the Unit Owners. No Unit Owner or Occupant shall play or suffer to be played any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other Unit Owners or Occupants.

9. No Unit Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board.

10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium by any Unit Owner or Occupant without the written consent of the Board of Directors.

11. Complaints regarding the operation of the Condominium shall be made in writing to the Management Firm, if there is a Management Agreement in effect; otherwise such complaints shall be made to the Board of Directors.

12. No inflammable, combustible, hazardous or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Area except such as are suitable for normal household use.

13. Payment of maintenance fees shall be made at the office of the Management Firm, if there is a Management Agreement in effect; otherwise such payment shall be made at the office of the Association.

14. Rules and regulations as to the use of the swimming pool, tennis courts and other recreational facilities shall be posted at such facilities and each Unit Owner and Occupant shall observe all such rules and regulations.

15. No Unit shall be occupied by more than four (4) people at any one time without the written approval of the Board of Directors.

16. The Board of Directors may insist on any Unit Owner not keeping a pet which the Board, in its sole discretion, determines interferes with the rights of other Unit Owners.

17. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is an annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.

18. No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.

19. Nothing shall be done in any Unit or in, on, or to the Common Area, which may impair the structural integrity of the Property, or which would structurally or stylistically change a building or improvements thereon except as provided in the Declaration or the Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

20. No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common Area.

21. These rules may be amended or supplemented, in whole or in part, at any time or from time to time, by action of the Board of Directors.

AMENDMENT
DECLARATION OF CONDOMINIUM

OAK HILL CONDOMINIUM

THIS AMENDMENT made this 20th day of January, 1995, by OAK HILL CONDOMINIUM ASSOCIATION of Nashua, Hillsborough County, New Hampshire, with a mailing address of: c/o Stewart Property Management, Inc., PO Box 10540, Bedford, New Hampshire;

WITNESSETH:

WHEREAS, Oak Hill Condominium Association is successor-in-interest to Wind Top Development Corporation, the original declarant, by virtue of the provisions of The Declaration of Condominium and the Condominium By-Laws; and

WHEREAS, Wind Top Development Corporation, the original declarant of the Condominium, executed the Condominium Declaration for Oak Hill Condominium dated April 14, 1982, recorded in the Hillsborough County Registry of Deeds at Book 2912, Page 640, as heretofore amended; and the Condominium By-Laws for Oak Hill Condominium dated April 14, 1982, recorded in said Registry at Book 2912, Page 694; and

WHEREAS, Article X of the Declaration and Article XI of the By-Laws provide for amendment of the said Declaration and By-Laws.

NOW THEREFORE, Oak Hill Condominium Association hereby amends the said Condominium Declaration and the said By-Laws as follows:

I. To amend Article V of the Declaration to add a new subsection (f) to read as follows:

"If a unit owner fails to pay common assessments, the Board of Directors, as authorized by the By-Laws of the Association, and pursuant to New Hampshire RSA 356-B:46 IX, may terminate the unit's common privileges and cease supplying such unit with any and all services normally supplied or paid for by the unit owners association. These services shall be restored upon payment of all assessments."

II. To amend Article IV, Section 1 of the By-Laws of the Oak Hill Condominium Association to add a new subsection (p) to read as follows:

"The Board of Directors, on behalf of the unit owners association, shall have the power, pursuant to New Hampshire RSA 356-B:46 IX, to terminate a unit's common privileges and cease supplying such unit with any and all services normally

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supplied or paid for by the unit owners association. Said termination shall be pursuant to a vote of the Board of Directors, and all privileges and services shall be restored upon payment of all assessments."

III. To amend Article XV, Section 1 of the By-Laws of the Oak Hill Condominium Association to add a new subsection (g) to read as follows:

"If a unit owner fails to pay common assessments, the Board of Directors, as authorized by the By-Laws of the Association, and pursuant to New Hampshire RSA 356-B:46 IX, may terminate the unit's common privileges and cease supplying such unit with any and all services normally supplied or paid for by the unit owners association. These services shall be restored upon payment of all assessments."

IN WITNESS WHEREOF, Oak Hill Condominium Association, has executed this Amendment to the Condominium Declaration and the Condominium By-Laws on the day and year first above written.

OAK HILL CONDOMINIUM ASSOCIATION

By: Gary Dougherty President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 20th day of January, 1995, before me, personally appeared Gary Dougherty, who acknowledged him/herself to be the President of Oak Hill Condominium Association and that he/she as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

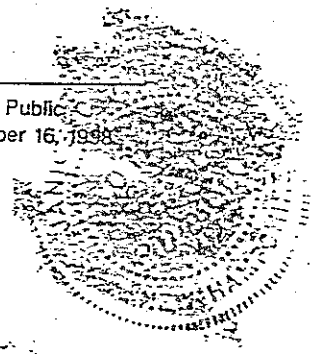
Janice C. Pitman
Notary Public
Justice of the Peace

My commission expires _____

JANICE C. PITMAN, Notary Public
My Commission Expires September 16, 1998

d\condominium\oak.amend

AK5606PG0651



Janice C. Pitman
JAN 20 1995

OAK HILL CONDOMINIUM ASSOCIATION

Pursuant to a vote of the Board of Directors of the Oak Hill Condominium Association authorized in accordance with the Declaration of Condominium dated April 14, 1982, and recorded in the Hillsborough County Registry of Deeds at Book 2912, Page 640 and situate in Nashua, Hillsborough County, New Hampshire, the attached Condominium Association Rules and Regulations are to be recorded in said Registry of Deeds.

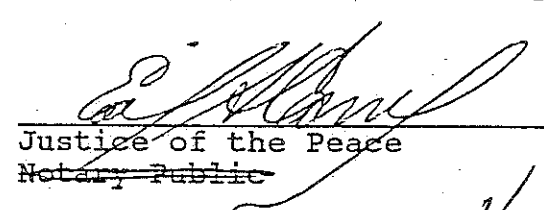
Oak Hill Condominium Association
by and through its agent,
Stewart Property Management, Inc.

By: 

Paul N. Stewart
P.O. Box 10540
Bedford, NH 03110
603-641-2163

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Personally appeared before me this 11 day of January, 1995,
Paul N. Stewart, President of Stewart Property Management, Inc.,
duly authorized and executed the within document for the purposes
therein expressed.


Justice of the Peace
~~Notary Public~~My commission expires 1/3/96

