20 Cornerstone Road

East Kingston, NH



For more information, please contact:

AIMEE RUEL
Luxury Real Estate Agent, ME & NH
M: 603.512.2029
O: 603.956.5009
aruel@landvest.com

All information provided is deemed reliable but is not guaranteed and should be independently verified.

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form

REALTOR® EQUAL HOUSING OPPORTUNITY

TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** Barbara P. Lambert Brent D. Lambert DPOA
2. **PROPERTY LOCATION:** 20 Cornerstone Rd, East Kingston, NH 03827
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** __ Yes __ No
4. **SELLER:** ✓ has __ has not occupied the property for 17 years.
5. **WATER SUPPLY**

   Please answer all questions regardless of type of water supply.

   a. TYPE OF SYSTEM: __ Public ✓ Private __ Seasonal __ Unknown
   ✓ Drilled __ Dug __ Other _____

   b. INSTALLATION: Location: _____
   Installed By: Unknown Date of Installation: 2004
   What is the source of your information? _____

   c. USE: Number of persons currently using the system: _____
   Does system supply water for more than one household? ✓ Yes __ No

   d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
   Pump: __ Yes ✓ No __ N/A Quantity: __ Yes __ No
   Quality: __ Yes ✓ No __ Unknown
   If YES to any question, please explain in Comments below or with attachment.

   e. WATER TEST: Have you had the water tested? ✓ Yes __ No Date of most recent test 7-19-24
   IF YES to any question, please explain in Comments below or with attachment.
   Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ✓ Yes __ No
   IF YES, are test results available? ✓ Yes __ No
   What steps were taken to remedy the problem? None required
   COMMENTS: pH was slightly high but not a concern 8.6

6. **SEWAGE DISPOSAL SYSTEM**

   a. TYPE OF SYSTEM: Public: __ Yes __ No Community/Shared: ✓ Yes __ No
   Private: ✓ Yes __ No __ Unknown
   Septic Design Available: __ Yes __ No

   b. IF PUBLIC OR COMMUNITY/SHARED
   Have you experienced any problems such as line or other malfunctions? __ Yes ✓ No
   What steps were taken to remedy the problem? _____

   c. IF PRIVATE:
   TANK: ✓ Septic Tank __ Holding Tank __ Cesspool __ Unknown __ Other _____
   Tank Size _____ Gal. __ Unknown __ Other _____
   Tank Type ✓ Concrete __ Metal __ Unknown __ Other _____
   Location: _____ Location Unknown __ Date of Installation: _____
   Date of Last Servicing: _____ Name of Company Servicing Tank: Pete's Septic
   Have you experienced any malfunctions? __ Yes __ No
   Comments: White Knight system installed to maintain Leach Field by Septic Preservation Services

SELLER(S) INITIALS BL / _____ BUYER(S) INITIALS _____ / _____

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d. LEACH FIELD: ✓Yes __No __Other: _____
IF YES, Location: Left of Property Size: ____ Unknown: ✓
Date of installation of leach field: 2005 Installed By: Bruce Budnick
Have you experienced any malfunctions? __Yes __No
Comments: White Knight System installed 2022

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? __Yes ✓No __Unknown
IF YES, has a site assessment been done? __Yes __No __Unknown
Source of Information: _____
Comments: _____
FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. INSULATION

LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
Attic or Cap	✓			Fiberglass	R-30	
Crawl Space						
Exterior Walls	✓			Fiberglass	R-19	
Floors	✓			Fiberglass	R-19	

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - **Current or previously existing**:
Are you aware of any past or present underground storage tanks on your property? ✓Yes __No __Unknown
IF YES: Are tanks currently in use? ✓Yes __No
IF NO: How long have tank(s) been out of service? _____
What materials are, or were, stored in the tank(s)? PROPANE GAS
Age of tank(s): 2005 Size of tank(s): _____
Location: To right side of unit 18
Are you aware of any past or present problems such as leakage, etc? __Yes ✓No
Comments: _____
If tanks are no longer in use, have the tanks been removed? __Yes __No __Unknown
Comments: _____

b. ASBESTOS - **Current or previously existing:**
As insulation on the heating system pipes or ducts? __Yes ✓No __Unknown
In the siding? __Yes ✓No __Unknown In the roofing shingles? __Yes __No __Unknown
In flooring tiles? __Yes ✓No __Unknown Other _____ __Yes __No __Unknown
If YES, Source of information: _____
Comments: _____

c. RADON/AIR - **Current or previously existing:**
Has the property been tested? ✓Yes __No __Unknown
If YES: Date: 6-29-2007 By: Omni spect
Results: 0.7 pCi/L If applicable, what remedial steps were taken? N/A
Has the property been tested since remedial steps? __Yes __No
Are test results available? ✓Yes __No
Comments: _____

SELLER(S) INITIALS RL / _____ BUYER(S) INITIALS _____ / _____

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PROPERTY LOCATION: 20 Cornerstone Rd, East Kingston, NH 03827

d. RADON/WATER - **Current or previously existing:**
Has the property been tested? ✓Yes __ No __ Unknown
If YES: Date: 7-19-2024 By: Nelson Analytical
Results: .004 If applicable, what remedial steps were taken? N/A
Has the property been tested since remedial steps? __ Yes __ No
Are test results available? ✓Yes __ No Comments:

e. LEAD-BASED PAINT - **Current or previously existing:**
Are you aware of lead-based paint on this property? __ Yes ✓No
If YES: Source of information:
Are you aware of any cracking, peeling, or flaking lead-based paint? __ Yes __ No
Comments:

f. Are you aware of any other hazardous materials? __ Yes ✓No
If YES: Source of information:
Comments:

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?
__ Yes ✓No __ Unknown If YES, Explain:
What is your source of information?

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?
__ Yes __ No ✓Unknown If YES, Explain:
What is your source of information?

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?
__ Yes ✓No If YES, Explain:

d. Are you aware of any problems with other buildings on the property? __ Yes ✓No
If YES, Explain:

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? __ YES ✓NO __ UNKNOWN If YES, Explain:

f. Is this property located in a Federally Designated Flood Hazard Zone? __ Yes ✓No __ Unknown
Comments:

g. Has the property been surveyed? __ Yes __ No ✓Unknown If YES, By:
If YES, is survey available? __ Yes __ No ✓Unknown

h. How is the property zoned? Residential

i. Street (check one): __ Public ✓ Private __ Association
If private, is there a written road maintenance agreement? ✓Yes __ No
Additional Information:

j. Heating System Age: 3 yrs. Type: Forced Hot Air Fuel: Propane Tank Location: Underground
Owner of Tank: Palmer gas + oil
Annual Fuel Consumption: $1200 yr. Price: Gallons:
Date system was last serviced and by whom? 7-12-24 Hy Tech LLC
Secondary Heat Systems: 2nd Floor Heat - forced air
Comments:

SELLER(S) INITIALS BL / BUYER(S) INITIALS ____ / ____

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PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form

TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 20 Cornerstone Rd, East Kingston, NH 03827

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?
__ Yes __ No

b. ADDITIONAL COMMENTS:

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE *KNOWN* INFORMATION TO BUYER(S).

Brent H Parker DPOA 7-24-24
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER DATE BUYER DATE

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PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form

REALTOR® EQUAL HOUSING OPPORTUNITY

In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: **Barbara P. Lambert** **20 Cornerstone Rd** **East Kingston, NH 03827**
2. Association Name (if applicable): CORNERSTONE OF EAST KINGSTON CONDOMINIUM ASSOCIATION
3. Property Manager/Agent: _____ Phone: _____
4. GENERAL AND LEGAL
   a. Are there any Association or Corporation approvals required for transfer of Ownership? __ Yes __ No ✓ Unknown
   b. Is there a time share operation existing at Property? __ Yes ✓ No __ Unknown
   c. Is there a vacation rental operation or other organized rental program at Property? __ Yes ✓ No __ Unknown
   d. Are you aware of any rental, use or age restrictions? ✓ Yes __ No __ Unknown
   e. Number of allocated parking spaces available for this unit: _____
   f. Are you aware of any pending or existing litigation? __ Yes ✓ No If Yes, please explain: _____
   g. Are the minutes of the Condominium Association annual meeting available? __ Yes __ No __ Unknown
   h. Are there any pet policies? Restrictions: __ Yes __ No Dogs/Cats Allowed: ✓ Yes __ No
5. MASTER INSURANCE POLICY
   a. Name of Company: FOY INSURANCE
   b. Name of Agent: _____ Phone: 603-772-4781
6. FINANCIAL
   a. Monthly maintenance fee(s): $ 425 HOA
   b. What do the monthly fees include?
      __ Air Conditioning __ Hot Water ✓ Road Maintenance
      __ Cable TV Signal ✓ Landscaping ✓ Sewer
      __ Electricity __ Lot Rent ✓ Snow Removal
      __ Garage/Parking __ Real Property Tax ✓ Trash Removal
      __ Gas __ Recreation/Community Association Dues ✓ Water
      __ Other: _____
   c. Are there any additional fees? If so, please specify: No
   d. Are you aware of any special assessments or loans in effect at this time? __ Yes ✓ No
      If Yes, explain: _____

Additional Comments: _____

7. **ACKNOWLEDGEMENTS:**

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

Brent H Rank DPOA 7-24-24
SELLER DATE

_____ _____
SELLER **Barbara P. Lambert** DATE

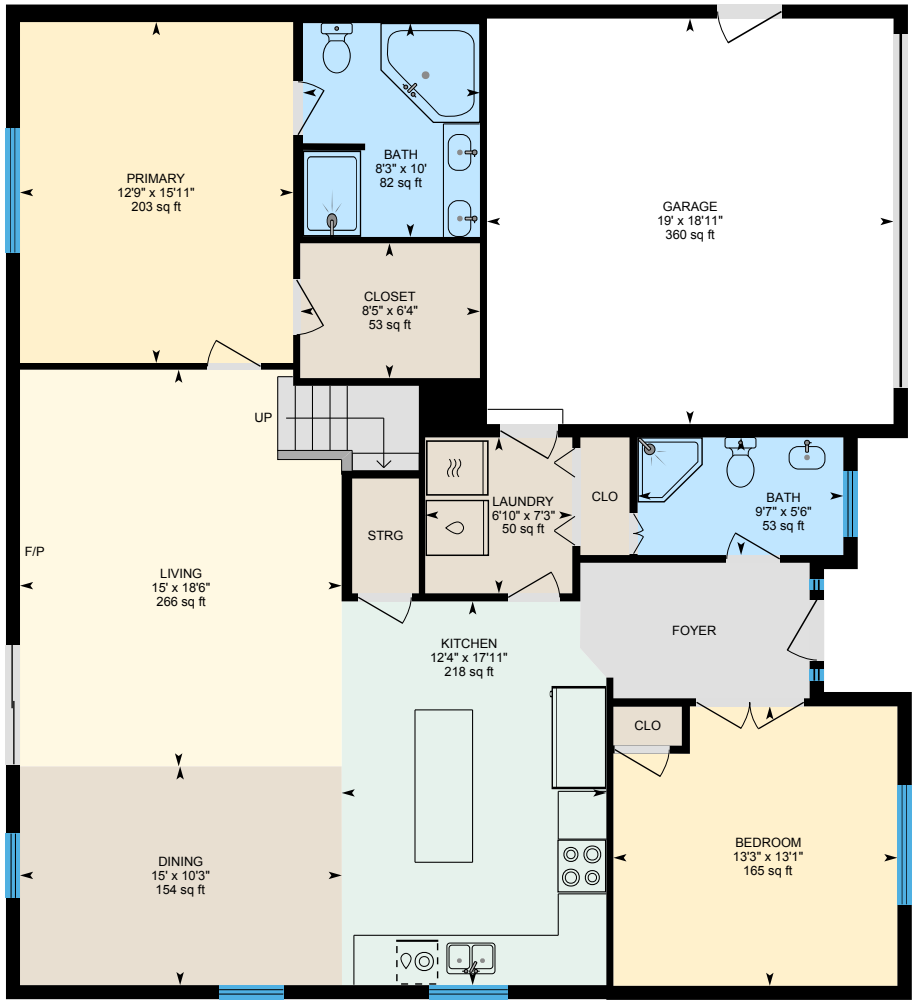
BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

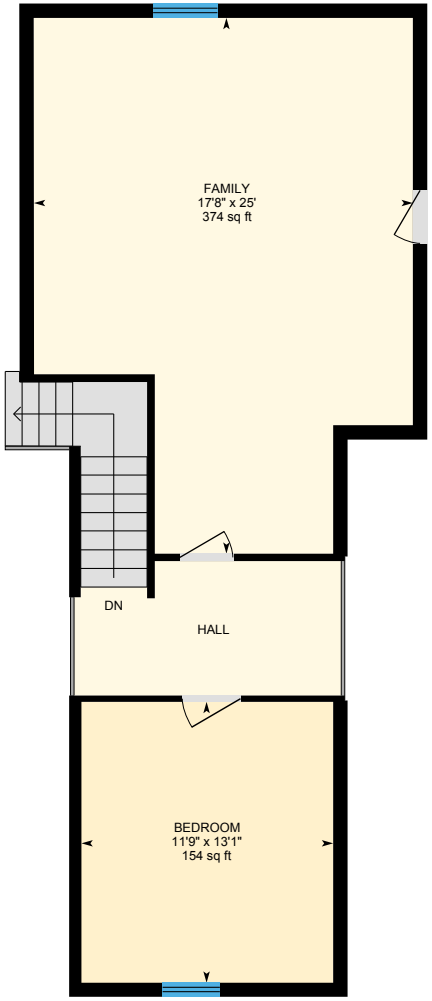
_____ _____ _____ _____
BUYER DATE BUYER DATE

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20 Cornerstone Rd, East Kingston, NH

Main Building: Total Finished Area 2272.57 sq ft





Main Floor
Finished Area 1534.40 sq ft

2nd Floor
Finished Area 738.17 sq ft

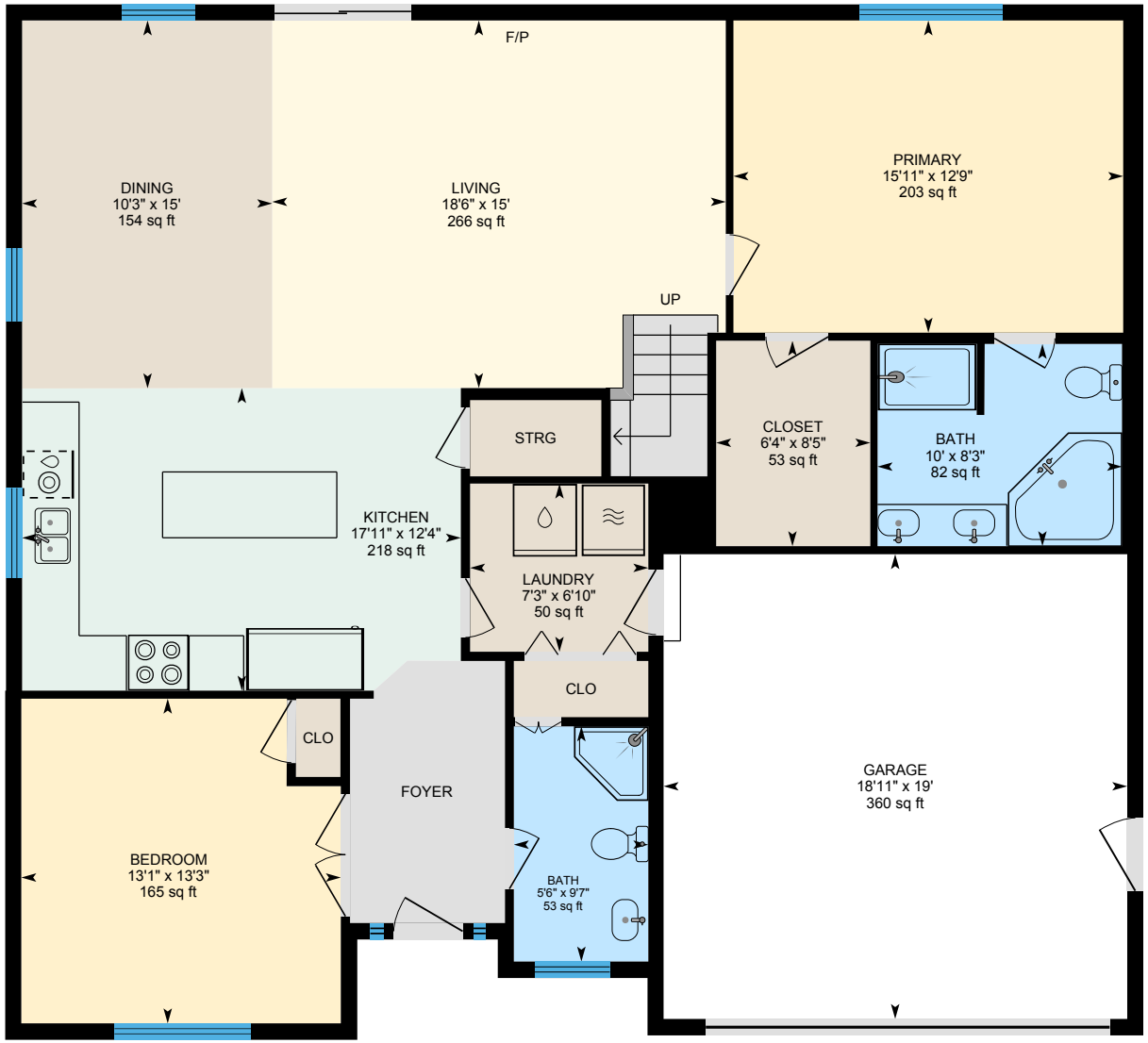
0 4 8 ft

PREPARED: 2024/07/27

White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

20 Cornerstone Rd, East Kingston, NH

Main Floor Finished Area 1534.40 sq ft
Unfinished Area 387.46 sq ft



0 4 8 ft

PREPARED: 2024/07/27

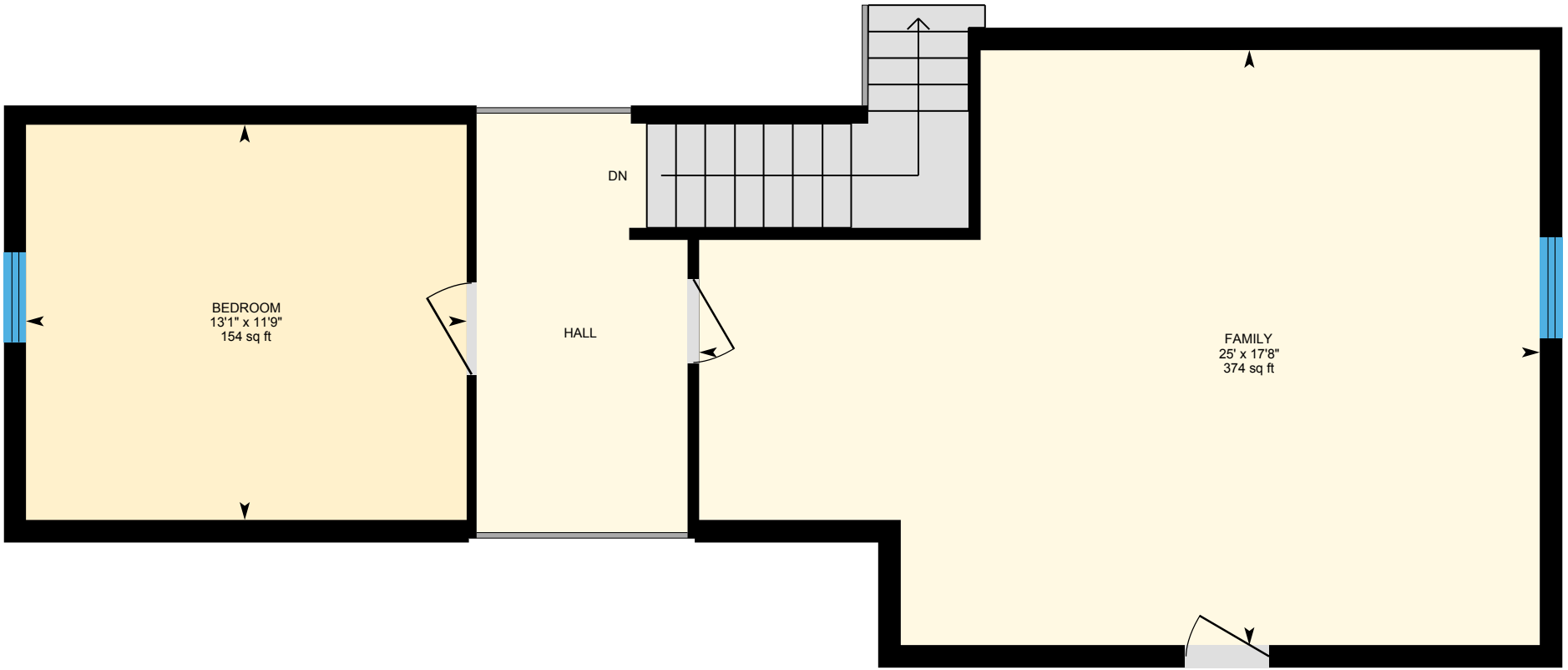
N

White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

iGUIDE

20 Cornerstone Rd, East Kingston, NH

2nd Floor Finished Area 738.17 sq ft



0 4 8 ft

PREPARED: 2024/07/27

N

White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

iGUIDE

20 Cornerstone Rd, East Kingston, NH

Property Details

Room Measurements

Only major rooms are listed. Some listed rooms may be excluded from total interior floor area (e.g. garage). Room dimensions are largest length and width; parts of room may be smaller. Room area is not always equal to product of length and width.

Main Building

MAIN FLOOR

- Bath: 9'7" x 5'6" | 53 sq ft
- Bath: 8'3" x 10' | 82 sq ft
- Bedroom: 13'3" x 13'1" | 165 sq ft
- Closet: 8'5" x 6'4" | 53 sq ft
- Dining: 15' x 10'3" | 154 sq ft
- Garage: 19' x 18'11" | 360 sq ft
- Kitchen: 12'4" x 17'11" | 218 sq ft
- Laundry: 6'10" x 7'3" | 50 sq ft
- Living: 15' x 18'6" | 266 sq ft
- Primary: 12'9" x 15'11" | 203 sq ft

2ND FLOOR

- Bedroom: 11'9" x 13'1" | 154 sq ft
- Family: 17'8" x 25' | 374 sq ft

Floor Area Information

Floor areas include footprint area of interior walls. All displayed floor areas are rounded to two decimal places. Total area is computed before rounding and may not equal to sum of displayed floor areas.

Main Building

MAIN FLOOR

- Finished Area: 1534.40 sq ft
- Unfinished Area: 387.46 sq ft

2ND FLOOR

- Finished Area: 738.17 sq ft
- Unfinished Area: N/A

ANSI Z765-2021, Main Building

- Above Grade Finished Area: 2272.57 sq ft
- Above Grade Unfinished Area: 387.46 sq ft
- Below Grade Finished Area: N/A
- Below Grade Unfinished Area: N/A

Total Area (Above & Below Grade), Main Building

- Finished Area: 2272.57 sq ft
- Unfinished Area: 387.46 sq ft

White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

iGUIDE

20 Cornerstone Rd, East Kingston, NH

iGUIDE Method of Measurement

Definitions

Interior Area is a per floor calculation, made by measuring to the inside surface of the exterior walls. The footprint of all interior walls and staircases is typically included.

Excluded Area is a sum of the area of all rooms (measured to the inside surface of room walls) that are excluded from the Interior Area for a floor and the footprint of corresponding walls. Prescribed area exclusions can vary from region to region. Examples of exclusions are spaces open to below, garages, cold cellars, crawl and reduced height spaces.

Exterior Wall Footprint is the sum of the estimated area of the perimeter wall segments bounding both Interior and Excluded Areas.

Exterior Area is a per floor calculation, made by measuring to the outside surface of the exterior walls and is represented by the sum of the Interior Area and the Exterior Wall Footprint.

Grade is the ground level at the perimeter of the exterior finished surface of a house. A floor is considered to be above grade if its floor level is everywhere above grade.

Total Interior Area is the sum of all Interior Areas.

Total Excluded Area is the sum of all Excluded Areas.

Total Exterior Area is the sum of all Exterior Areas.

Finished Area is a per floor calculation made by adding all enclosed areas in a house that are suitable for year-round use based upon their location, embodying walls, floors, and ceilings and which are similar to the rest of the house. Footprint of walls is attributed to finished area only when the walls are bounding finished areas.

Unfinished Area is a per floor calculation made by adding all enclosed areas that do not meet the criteria for Finished Area. Exceptions are outdoor and non-walkable areas, for example porches or areas open to below. Footprint of walls is attributed to unfinished area only when the walls are exclusively bounding unfinished areas.

Notes

For exterior walls that are adjacent to the outside of the property, where typically only the interior side has measurement data, an estimation of the exterior wall thickness (as directly measured at the property) is used to calculate its footprint. Considerations are not made for varying wall thickness along the perimeter.

Disclaimer

All dimensions and floor areas must be considered approximate and are subject to independent verification.

PDF Floor Plans

A. RECA RMS 2024: Color is used to indicate all included areas. Excluded and not reported areas are shown in white. Walls are always shown in black.

B. ANSI Z765 2021: Color is used to indicate all finished areas. Unfinished and not reported areas are shown in white. Walls are always shown in black.

More Information About the Standards

A. RECA RMS 2024: https://www.reca.ca/licensees-learners/tools-resources/residential-measurement-standard

B. ANSI Z765 2021: https://www.homeinnovation.com/z765

045836

MAIL TO

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
***** Thousand * Hundred 40 Dollars
DATE 10/18/2010
AMOUNT RO008390 $ *****40.00
VOID IF ALTERED

C/H
L-CHIP
ROA091853

After recording, return to:
Robinson, Boesch & Sennott, P.A.
20 International Drive, Suite 3
Portsmouth, NH 03801

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **DAVID C. LAMBERT AND BARBARA P. LAMBERT,** husband and wife, of 20 Cornerstone Road, East Kingston, New Hampshire 03827, for consideration paid, grant to **DAVID C. LAMBERT AND BARBARA P. LAMBERT, TRUSTEES OF THE LAMBERT FAMILY REVOCABLE TRUST OF 2010**, u/d/t dated September 29, 2010, having an address of 20 Cornerstone Road, East Kingston, New Hampshire 03827, with **WARRANTY COVENANTS**, the following described premises:

2010 OCT 18 AM 11:54

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

A certain condominium unit, being Unit 11 of the Cornerstone of East Kingston Condominium, Greystone Road, East Kingston, Rockingham County, State of New Hampshire, as shown on a plan of land entitled "Site Plan, Master Condominium Plan in East Kingston and Kingston, NH showing "Cornerstone of East Kingston 55 + Development" (Assessors Map 6, Lot 2-10) East Kingston, (Assessors Map R 37, Lots 18-2B and 18-3) Kingston" prepared by Millennium Engineering, Inc., dated February 16, 2005, recorded in Rockingham County Registry of Deeds as Plan #D-33619. Said Unit is conveyed with the benefit of and subject to the Declaration for Cornerstone of East Kingston Condominium dated March 30, 2006 and recorded in the Rockingham County Registry of Deeds on March 31, 2006 at Book 4636, Page 1509 and By-Laws of the Cornerstone of East Kingston Condominium dated March 30, 2006 and recorded in the Rockingham County Registry of Deeds on March 31, 2006 at Book 4636, Page 1537, and all the terms and conditions recited therein.

Said Unit is also laid out as shown on the As Built Site and Floor plans recorded in the Rockingham County Registry of Deeds as Plan #D-33704, and to which were attached the verified statement of a registered land surveyor in the matter required under New Hampshire RSA 356:B and to which as built plans reference may be made for a more particular description.

Said Unit is hereby conveyed together with an undivided interest in the common areas and facilities including but not limited to the right to use the private ways depicted on said Site Plan for ingress and egress from Greystone Road and the limited common areas and facilities appurtenant to said Unit, as provided in the Declaration of Condominium, together with the right to use the same in common with others entitled thereto, and is conveyed subject to the provisions of the Declaration and By-Laws and the Rules and Regulations adopted thereunder.

Said Unit is to be used only for those purposes as may be expressly permitted by the Board of Directors in accordance with the provisions of the Declaration and By-Laws. Said Unit is to be used in accordance with the restrictive covenants concerning elderly housing set forth in Article 11, Section A of the Declaration and set forth on Exhibit A which is attached hereto and incorporated by reference.

Subject to any and all matters as shown on Plan No. D-33619 and D-3374.

Said Unit is acquired with the benefit of, and subject to the provisions of New Hampshire RSA 356-B relating to Unit Ownership of Real Property as that statute is written as of the date hereof, and as it may in the future be amended.

Said Unit is conveyed with easements of record, including, without limitation, the following:

1. An Easement Deed to Exeter & Hampton Electric Company dated October 30, 1989 and recorded at the Rockingham County Registry of Deeds at Book 2818, Page 231.

2. An Easement Deed to Exeter & Hampton Electric Company dated October 30, 1989 and recorded at the Rockingham County Registry of Deeds at Book 2818, Page 232.

3. An Easement Deed to Exeter & Hampton Electric Company dated July 11, 1991 and recorded at the Rockingham County Registry of Deeds at Book 2884, Page 2352.

4. An Easement Deed to Exeter & Hampton Electric Company dated July 27, 1992 and recorded at the Rockingham County Registry of Deeds at Book 2937, Page 2857.

5. An Easement Deed to Unitil Energy Systems, Inc. and Verizon New England, Inc. dated September 10, 2004 and recorded at the Rockingham County Registry of Deeds at Book 4376, Page 1858.

6. An Easement Deed to Unitil Energy Systems, Inc. and Verizon New England, Inc. dated September 10, 2004 and recorded at the Rockingham County Registry of Deeds at Book 4376, Page 1860.

7. An Easement Deed to Unitil Energy Systems, Inc. and Verizon New England, Inc. dated December 19, 2005 and recorded at the Rockingham County Registry of Deeds at Book 4607, Page 343.

8. A Drainage and Access Easement for the benefit of the Town of East Kingston as shown and noted on Sheet 3 of 3 of the Condominium Site Plan; such Easement to be recorded at near or even date.

SUBJECT TO all easements, covenants and restrictions of record, if any.

SUBJECT TO all mortgages and encumbrances of record, if any.

Meaning and intending to describe and convey the same premises as conveyed to David C. Lambert and Barbara P. Lambert by deed of R. Bruce Beaulieu and Marcelle L. Beaulieu dated September 25, 2007 and recorded in the Rockingham County Registry of Deeds at Book 4846, Page 2140.

We, being husband and wife, reserve all rights of homestead in the premises.

This deed was prepared from information supplied by the Grantor herein and no independent title examination has been conducted.

THIS IS A CONTRACTUAL TRANSFER, BUT NO CONSIDERATION HAS BEEN PAID, THE TRUST HAVING BEEN CREATED AND FUNDED FOR ESTATE PLANNING PURPOSES AS A TESTAMENTARY SUBSTITUTE; REV. 802.10 SUBJECT TO MINIMUM TRANSFER TAX.

EXECUTED this 29 day of September, 2010.

Witness

David C. Lambert

Witness

Barbara P. Lambert

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 29th day of September, 2010, before me, personally appeared David C. Lambert, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public/~~Justice of the Peace~~
Printed Name: Andrea L. Sennott
My Commission Expires: Notary Public - New Hampshire
My Commission Expires May 7, 2013

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 29th day of September, 2010, before me, personally appeared Barbara P. Lambert, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Notary Public/~~Justice of the Peace~~
Printed Name:
My Commission expires: Andrea L. Sennott
Notary Public - New Hampshire
My Commission Expires May 7, 2013

RULES AND REGULATIONS
FOR
CORNERSTONE of EAST KINGSTON CONDOMINIUM ASSOCIATION

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INTRODUCTION

In accordance with the New Hampshire Condominium Act and the Declaration and By-Laws of Cornerstone of East Kingston Condominium Association,the following Rules and Regulations governing our community have been developed.

The Rules and Regulations outlined herein explain the policies and guidelines established by the Board of Directors of Cornerstone of East Kingston Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the Board to administer and enforce these Rules and Regulations. However, it is the responsibility of each resident to cooperate and adhere to the Rules and Regulations of the Cornerstone of East Kingston Condominium Association and residents may report any violations of these Rules and Regulations to the Board.

1. Landscaping

A. Conditions for Unit Owner Plantings

1. Annuals and perennials may be planted in Limited Common Area existing gardens. No trees may be planted.

2. All plantings are subject to review by the Board upon complaint of any Unit Owner. The Association has the right to require an owner to remove plantings at any time upon written notification to that effect and the Unit Owner shall be responsible for restoring the landscaping to its original condition. If current plantings possibly harm or detract from approved standards, Unit Owner will be asked to remove them at their own expense.

3. The Unit Owner shall be responsible for maintaining his/her own plantings, including but not limited to flower beds, at all times. If said plantings are not maintained in a timely fashion, the Association has the right to have work done at the expense of the Unit Owner.

4. Any plantings by Unit Owner become the responsibility of Unit Owner and subsequent owners. Any plantings or future plantings by the Association are the responsibility of the Association.

B. Guidelines for Unit Owner Plantings

1. No plantings by Unit Owner in the Common Area. Plantings allowed in existing gardens. Any new gardens or expansion of existing gardens require approval of Board [see Bylaws].

2. Flowerboxes, planters and hanging baskets must be only on the front steps, porches and decks. Any new brackets for hanging baskets on Unit exterior must be approved by the Board.

3. Any planters not in use must be stored inside Unit.

4. Unit Owner responsible for maintaining/weeding Unit Owner's plantings.

5. Bird feeders/houses allowed on decks and along lawn borders so as not to interfere with lawn maintenance.

C. Grade

Absolutely no change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior approval of the Board.

2. Motor Vehicles

A. Motor Vehicles, including commercial vehicles, shall be parked in Unit Owner's garage, driveway area and designated parking areas, including motor vehicles of guests and business invitees of Unit Owners. For special events, vehicles may park along edge of Cornerstone Road before fork.

B. No unregistered or inoperable vehicles shall be moved onto or kept on Association property. Unregistered vehicles stored in garage must be insured.

C. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.

D. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garage, driveway, or other common or private areas. Fire lane is defined as the circular road known as Cornerstone Road around the neighborhood and exiting to Greystone Road .

E. Vehicles, including but not limited to moving vans, may not be driven onto Association lawn areas without prior consent of the Board. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.

F. The speed limit on the Association property shall be within reasonable limits and in consideration of the safety of residents and visitors. All vehicles shall be operated in a safe manner.

G. Vehicles in violation of this section may be towed at owner's expense.

H. Visitors RV's can be parked for a reasonable time in Unit Owners driveway

or designated parking area with Board approval.

I. Unit Owner may not store personal RV's or boats on Association property. Such vehicles must be stored in garage.

3. Pets

A. Pets allowed at the discretion of the Board [see Bylaws page #7].

B. Any permitted pets must, at all times, be accompanied and under the full control of their owners in any portion of the common areas or limited common areas.

C. Unit Owners shall be responsible for all damage to Association property caused by pets, children, tenants, or guests.

D. In the event an animal defecates on Association property, the pet owner shall immediately clean the area.

E. If any nuisance is noted, i.e.barking or aggressive behaviors that jeopardize the safety of residents or visitors, the Board may revoke permission to own pet.

4. Exterior Modifications

A. Additions, Alterations, Improvements

1. No Unit Owner shall make any structural addition, alteration or improvement to any Unit, nor shall Owner paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit without prior written approval of the Board, except as provided for in these Rules and Regulations. Windows and doors are Unit Owners responsibility. Window and door frames are Association responsibility.

B. Storm/Screen Doors

1. Only screen/storm doors which meet the style and color approved by the Board may be installed. The Unit Owner shall be responsible for any damage resulting from the installation and for maintenance and/or restoration to original condition and for any damage to the existing structure directly attributable to the addition.

C. Painting

1. Exterior doors and decks may be repainted providing the paint color and product is approved by the Board.

D. Patios, Porches and Decks

1. Construction or modifications of patios/decks requires approval of the Board.

2. The Unit Owner shall be responsible for any damage resulting from a modification of patio/deck. The Unit Owner shall be responsible for the expense of maintenance of the modification, including but not limited to painting. In the event of removal, the property shall be restored to its original condition by the Unit Owner at own expense.

The Association shall be responsible for all routine maintenance and depreciation of original porch, deck or patio.

5. Use of the Common and Limited Common Area

A. There shall be no obstruction of the Common Area or Limited Common Area nor shall anything be stored in these areas without prior consent of the Board, except as provided for in these Rules and Regulations.

B. Damage to the Common Area or Limited Common Area caused by the actions of a Unit Owner or the actions of the Owners children, pets, guests or tenants shall be repaired or replaced at the expense of the Unit Owner.

C. No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the both areas, including decks. Both areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.

D. Barbecue grills and other cooking equipment should be confined to the deck and patio areas of the Unit. Gas grills may be stored in garage and used outside provided they are adequately cooled prior to storage. Charcoal grills may be used and stored only on patio or decks. No fire pits allowed.

6. E.

A. Bicycles, toys, boats and other outdoor equipment may not be left in roadways, driveways, or lawn areas overnight or indiscriminately strewn over the Common and Limited Common area at any time.

B.

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7. Miscellaneous

A. Annoyance

In the judgement of the Board, any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents is prohibited [see bylaws].

B. Outside Attachment to Building

The Unit Owner shall not affix or display anything on the outside of windows, roofs or on the outside walls/foundation of any Unit [for example and not limited to, signs, awnings, canopies, shutters, hoses or antennas]. Unit Owners are required to obtain Board approval for any new attachments.

C. Signs / For Sale / For Rent / Other

No "For Sale/For Lease" signs shall be placed in the windows. No signs of any type shall be placed on the common area, or so as to be visible from the common area, without the permission of the Board.

D. Combustible Materials

There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

E. Recycling Bins

1. Recycling bins are allowed along garage if need be. Preferably stored inside garage.

E. Seasonal/Holiday Decorations

1. Seasonal/holiday decorations, including decorative lights, are permitted on the facade of the units and in any Limited Common area established gardens, providing this is done in a manner not to cause damage.

2. Seasonal/holiday decorations are permitted approximately one month prior to season and are to removed two weeks after holiday but not to exceed one month.

3. All decorations are subject to review by the Board upon complaint of any Unit Owner. The Association has the right to require any owner to remove any decorations upon written notification to that effect.

F. Smoke Detectors

1. Unit Owners shall install and maintain in good operating condition, smoke detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

G. Enforcement of Rules and Regulations

The Board, after a warning, may fine violators from the onset of a violation until it is corrected. Amount of fine to be determined by the Board. The Board has the authority to determine and enforce these Rules and Regulations.

APPENDIX C

AMENDED AND RESTATED BYLAWS

of the

CORNERSTONE CONDOMINIUM ASSOCIATION

East Kingston, NH

ARTICLE I

GENERAL

1. The Association. Cornerstone Condominium Association ("the Association") is a condominium association formed for the purpose of maintaining and/or improving the Common Area, governing its use, and in general administering and enforcing the Declaration, these Bylaws, and the Rules promulgated pursuant thereto.

2. Members. An Owner of record of a Unit ("Unit Owner" or "Owner") shall automatically become a member of the Association, and the membership of an Owner shall terminate when such person or entity ceases to be a Unit Owner, with such membership automatically transferred to such member's successor in interest. All present and future Unit Owners, mortgagees, lessees and occupants of Units, their employees, all associate members and any other person who may use the Common Area in any manner, are subject to these Bylaws, the Declaration, and the Rules. As referenced herein, the acceptance of a deed, and/or the conveyance, letting, use or occupancy of a Unit, shall constitute an agreement that the Owner, mortgagee, lessee, guest and/or occupant of any Unit shall abide by these Bylaws, the Declaration, and the Rules, as any or all may be amended from time to time.

3. Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Amended Declaration of Cornerstone Condominium Association and are made a part hereof, and all present and future holders of any interest in the Condominium shall be members of Cornerstone Condominium Association which is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code as such may be amended or replaced from time to time. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of Association property and other than by a rebate of excess assessments) to the

benefit of any Unit Owner.

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

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

ARTICLE II

UNIT OWNERS' ASSOCIATION

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

2. Voting. Each Unit shall be entitled to one undivided vote on all Association matters. All votes shall be weighted according to each Unit's Percentage of Undivided Interest in the Common Area as noted in Appendix B. Except as otherwise noted in the Declaration and these Bylaws a majority of votes shall mean more than 50% of the Percentage of Undivided Interest in the Common Area of the Units that are entitled to vote on any given matter held by Owners who appear in person or by proxy at any duly called Association meeting at which a quorum is present or by ballot pursuant to the terms of the Condominium Act.

As applied to a person who is not a natural person, such as a Trust or a corporation, the word "person" shall be deemed for the purposes of this section to be the designated representative of any such entity. Any such ownership entity must notify the Board of Directors in writing each year as to who from such an ownership entity shall be the voting member.

Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes of the ownership interest pertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Where multiple Owners of a Unit cannot agree to cast their vote unanimously (in the case where there are an even number of Unit Owners present either in person or by valid proxy) or cannot agree to cast their Unit vote in accordance with the agreement of a majority of them (in the case where there are an odd number of Unit Owners present either in person or by valid proxy), then no vote shall be cast for that Unit.

Voting may be conducted by mail, postal or email, without a meeting, including by ballot pursuant to the terms of RSA 356-B: 39-a as amended from time to time.

Any voting conducted at an Association meeting, Annual or Special, or via ballot, may be held open for a period of time of up to sixty (60) days from the date of the meeting or the start of the voting by ballot, after which time if insufficient votes have been acquired, either in person, in writing or by proxy, the vote shall fail, but may be re-presented at any subsequent Association meeting.

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

4. Annual Meeting. The Annual Meeting of the Association shall be held on a date to be determined by the Board of Directors, which date, if at all practicable, shall be within sixty (60) days, before or after, of the end of Association's fiscal year. At such Annual Meetings the Owners may transact any business as may properly come before them at such meetings.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by the Owners of at least three (3) Units not owned by the same person or a related entity as determined by the Board of Directors. The notice of any Special Meeting shall state the time, date and place of such meeting. If

such notice, to include the time, date, place and purpose of said meeting, is not given within ten (10) days after delivery of a written request to call the meeting, the Owners requesting the meeting may fix the time, date and place of the meeting and give notice to all other Owners. No business shall be transacted at a Special Meeting except as stated in the notice.

6. Notice of Meeting. Notice of Association meetings shall be in accord with the provisions of the Condominium Act, as amended from time to time. The Notice shall state the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Unit or at such other address, including an email address, as each Owner may have designated by notice in writing to the Secretary.

Notice of the time, place and purpose(s) of any meeting of the members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver of notice of such meeting.

7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any Annual or Special Meeting of the Association if, and only if, the Owner shall have fully paid all assessments made or levied and due against the Owner by the Board of Directors as hereinafter provided, together with all interest, costs, attorneys's fees, penalties and other expenses, if any, properly chargeable to the Owner, at least seven (7) days prior to the date fixed for such annual or special meeting. Nothing herein will deny a delinquent Owner from otherwise participating in the meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39, IV of the Condominium Act, and as amended. Proxies may be used to establish a quorum. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner that it be revoked. Revocation shall not affect any vote or act previously taken or authorized. The appearance of a Unit Owner at any Association or Special Meeting shall void any proxy previously signed by the Owner. Proxies shall not be allowed for meetings of the Board of Directors.

9. Quorum. A quorum shall be established only if the Owners of at least twenty-five percent (25%) of the Percentage of Undivided Interest in the Association appear in person or by proxy at any such Association meeting. If a Unit is owned by more than one person, the appearance by any Owner thereof shall be sufficient to meet the requirement that a Unit Owner from each Unit appear in order for a quorum to exist. Regardless of whether an Owner is entitled to vote pursuant to Paragraph 7 herein, the Unit Owner's

presence shall be counted for purposes of establishing a quorum. Proxies may be used to establish a quorum.

10. Order of Business. The order of business at all meetings of the Association shall be as follows, unless otherwise changed by the Board of Directors: (a) roll call, (b) recitation of proof of notice of meeting, (c) acceptance of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of Directors; (h) unfinished business; and (i) new business, any of which may be waived except for new business.

11. Conduct of Meeting. The President, or the President's designee, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a record book or other form as determined by the Board of Directors including electronically, all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. In the discretion of the Board, Roberts Rules of Order shall govern the conduct of all or any portion of meetings of the Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Owners may attend by telephone, video, or other conferencing process so long as the technology at any place where a meeting occurs allows for same and the Board of Directors, in its sole discretion, determines that the cost to make such technology available is appropriate and within the operating budget.

The Board of Directors may opt to provide minutes of the meetings electronically or post them on the Association website in which case Owners shall be informed of the web address.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Responsibilities. The affairs and business of the Condominium shall be managed by a Board of Directors which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium, including the health, safety and welfare of the Owners and occupants of Cornerstone, and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws directed to be exercised and done exclusively by the Association toward these ends, including waiving or enforcing any provision of the Declaration, Bylaws and/or Rules as amended from time to time as it deems appropriate in its sole discretion. The Board of Directors may delegate to one of its members, including but not limited to a management company, the authority to act on behalf of the Board of Directors on all matters that might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform and shall be responsible for the following:

A. Preparation and adoption of an annual budget in connection with which there shall be established the assessment of each Owner for the Common Expenses. Further, the Board of Directors shall undertake a Reserve Study conducted by a professional experienced in such matters no less than every ten (10) years, create a budget to institute any recommendations contained therein, and abide by any recommendations contained therein. All maintenance contracts approved pursuant to Article, V, Paragraph 7 herein, shall show an adherence to the Association's long-term capital improvement plan. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the meetings of the Board of Directors.

B. Making assessments against Owners to defray the Common Expenses for the Association, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for the Owner's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first (1st) day of each month;

C. Providing for the operation, repair, replacement and maintenance of all of the Common Area, including designating, hiring and dismissing the personnel necessary therefore, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties;

D. Making and amending Rules providing detail concerning the operation, use and enjoyment of the Property for the health, safety and welfare of the Owners and occupants of the Property and enforcing by means of fines, assessment of costs and other legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners and assessing costs caused by and incurred for the benefit of less than all the Owners to the Owners that benefit, pursuant to RSA 356-B:45;

E. Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and establishing the master insurance deductible amount, paying the premium cost thereof and making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

F. Opening of bank accounts and investment accounts on behalf of the Association and designating signatories required therefor and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners and their duly authorized agents at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices;

G. Leasing, managing and otherwise dealing with the Common Area or other properties or facilities for which easements or rights are conveyed to the Association;

H. Terminate an Owner's Common Area privileges and services pursuant to the terms of RSA 356-G: 46, IX as amended from time to time; and

I. Such other things and acts not inconsistent with the Condominium Act and with the Declaration.

2. Managing Agent. The Board of Directors may employ or contract with a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Paragraph 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws. The term of any employment contract for a manager may not exceed three (3) years and any such employment contract shall provide, inter alia, that such agreement may be terminated without cause upon no less than thirty (30) days and no more than ninety (90) days written notice and without payment of a termination fee. Rollover management contracts shall be permissible.

3. Number and Qualifications of Directors. The Board of Directors shall be composed of three (3) persons. Each Director shall be an Owner, the spouse of an Owner, or the designated person from an ownership entity such as a trust or a Limited Liability Company as designated in writing to the Board of Directors by the Trustee or other such member authorized to so designate such a person to act on behalf of the ownership entity. Each Unit may have only one seat on the Board of Directors.

4. Election and Term of Office. The term in office shall be three (3) years. The terms shall be staggered such that one (1) position is up for election each year. Each Director shall hold office until the Director's successor has been elected.

5. Regular Meetings. At least four (4) meetings of the Board of Directors shall be held during each twelve (12) month period after the Annual Meeting of the Association. Non-Board Unit Owners are welcome to attend meetings of the Board of Directors, but may

not participate without the express permission of a majority of Board members who may cede such permission to the presiding officer. Meetings may be held electronically including via the Internet.

6. Emergency Meetings. Any member of the Board of Directors may call an emergency meeting of the Board of Directors, pursuant to RSA 356-B: 37-c. Such notice shall be given personally or by mail, electronic mail, telephone, text or other Internet communication and such notice shall state the date, time, place and purpose of the meeting.

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

8. Board of Directors Quorum. At all meetings of the Board of Directors a majority of the Directors need appear for a quorum to be established. Proxies are not valid for meetings of the Board of Directors. Members of the Board of Directors may appear by audio and/or video conference.

9. Vacancies. Any vacancy on the Board of Directors shall be filled by a vote of the remaining Director(s) until the expiration of the vacant Director's term of office or until the next Association Meeting, whichever shall occur first, at which time the Owners shall vote for the person to fill the unexpired term of the Director who has resigned, been removed or who is no longer an Owner.

10. Removal of Directors. A Director may be removed from the Board of Directors only by resignation, by an affirmative vote of two-thirds of the Percentage of Undivided Interest of the Units present in person or by proxy, and eligible to vote, at a duly called Association meeting at which a quorum is present, or by judicial decree.

11. Compensation. No Director shall receive any compensation for acting as such. Nor shall any Director accept anything of value from people providing or proposing to provide services or products to the Association. Directors may, however be reimbursed for travel and business expenses.

12. Conduct of Meetings. The President, or the President's designee, shall preside over all meetings of the Board of Directors, and the Secretary shall keep minutes of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which

minutes shall be recorded and stored by the Association. Minutes shall be made available either electronically and/or in hard copy as determined by the Board of Directors.

13. Report of Board of Directors. The Board of Directors shall present at each Annual Meeting, and when called for by vote of the Association at any Special Meeting of the Association, a full and clear statement of the business and condition of the Association.

14. Fidelity Bonds. The Board of Directors may require that all Directors, Officers, agents (including a Manager), employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. Pursuant to RSA 356-B:35 (II), as amended from time to time, the Board of Directors shall have a fiduciary relationship to members of the Association.

15. Dispensing With Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without meeting if the members of the Board of Directors shall individually or collectively consent in writing (either electronically or on paper) by simple majority to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Any actions taken by the Board of Directors outside of a meeting, may be affirmed by majority vote at a duly noticed Board meeting.

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

It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such Owner's assessed ownership interest as referenced in Appendix B of the Declaration. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall

be limited to such Owner's assessed ownership interest as referenced in Appendix B of the Declaration.

17. Availability of Records. The Board of Directors shall make available to all Owners, mortgagees, and to insurers or guarantors of any mortgage on a Unit within seven (7) business days of a written request current copies of the Declaration, Bylaws, and Rules concerning the Condominium and the books, records and financial statements of the Association. "Available" means available for inspection and copying at the requesting Owner's expense, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a Unit shall be entitled, within a reasonable time after written request, to an audited or reviewed financial statement for the immediately preceding fiscal year at a cost to be determined by the Board of Directors, which cost, if any, shall be assessed to the Owner making the request. No member or affiliated group of Owners shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days. Further, the Board of Directors may assess a fee for oversight and monitoring and copying any such records.

18. Licenses and Easements. The Board of Directors on behalf of the Association shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property or the Association.

19. Voting. Each member of the Board of Directors is entitled to one vote. All votes shall be weighted equally. Proxies shall not be valid for meetings of the Board of Directors.

20. Enforcement. The Board of Directors is empowered to pass any Rules regarding the enforcement of the provisions of the Declaration, Bylaws and Rules including, but not limited to, setting fine and fee schedules, towing vehicles, and instituting legal actions, any costs of which shall be deemed assessments for purposes of collection.

21. Audit. At least every third year the Board of Directors shall ensure that a financial review or compilation by a certified public accountant is undertaken and completed and a full audit is undertaken and completed as determined by the Board of Directors or upon a majority vote of eligible voters at an Association meeting. At least every fifth (5th) year from the date of the filing with the Registry of Deeds of these Bylaws, the issue of whether to undertake an Audit shall be placed on the Agenda of the Annual Meeting to be voted on by the Owners, and every year thereafter until an audit is undertaken and completed. Thereafter the five (5) year period herein shall begin again. Notwithstanding anything herein to the contrary, at least every fifteen (15) years from the date these Bylaws are filed with the Registry of Deeds, an Audit shall be undertaken and completed.

Nothing herein shall prevent an Owner at their expense from paying for an audit conducted by a certified public accountant.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and who must be Board members. The Board of Directors may appoint such other officers as in its judgment may be necessary who need not be on the Board of Directors. No person may hold more than one office.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board after the Association's Annual Meeting and shall hold office at the pleasure of the Board. The Board of Directors at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and accept such office. Any officer elected or appointed by the Board of Directors may be removed at any time by vote of a majority of the Board with or without cause.

An Officer is no longer an Officer once the person or the entity the person represents transfers the Owner's interest in a Unit.

4. President. The President, or the President's designee, shall preside at meetings of the Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; the President shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. Any of the powers of the President herein may be designated to a management company or any other designee, although the President shall assume final responsibility for all Association actions.

5. Secretary. The Secretary, or the Secretary's designee, shall attend the meetings of the Board of Directors and the meetings of the Association, shall record the minutes of all proceedings in a record book or other form as determined by the Board including electronically, and shall perform like duties for committees when required. The Secretary shall keep such a records repository current and in the Secretary's custody or in the custody of the Secretary's designee, including a management company. The Secretary shall give, or cause to be given, notice of all meetings of the Association, special

meetings of the Board of Directors and meetings of the committees and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary may compile and keep current at the principle office of the Association (i) a complete list of the Owners and their last known post office addresses; (ii) a complete list of names and addresses of Unit mortgagees; and (iii) copies of the Condominium Instruments. These lists and Condominium Instruments shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days.

Any of the powers of the Secretary herein may be vested in a management company or other designee, to be known as the Association's Secretary, although the Secretary shall assume final responsibility for all Association records.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are now not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data and shall deposit all money and other valuable affects in such depositories as may be designated by the Board of Directors. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit and the amounts paid and the amounts due on such assessments by each Owner. The books and records of the Association should be kept in accordance with generally accepted accounting principles and procedures.

The Treasurer shall disburse funds as ordered by the Board of Directors, where possible, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association.

The financial records of the Association shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days.

Any of the powers of the Treasurer herein may be vested in a management company or other designee, to be known as the Association's Treasurer, although the Treasurer shall assume final responsibility for all Association records.

7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations may be executed by any Officer of the Association or by such other person or persons as may be designated by the Board of Directors.

8. Compensation of Officers. No Officer shall receive any compensation from the Association. Nor shall any Officer accept anything of value from people providing or proposing to provide services or products to the Association.

ARTICLE V

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

A. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year. 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 during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area, including Limited Common Area, and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain and/or repair. Such budget shall also include such reasonable Reserves as further referenced in Paragraph D herein. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Condominium.

The Board of Directors shall present the budget for ratification by the Owners pursuant to the terms of RSA 356-B: 40-c as amended from time to time.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Unit according to each Unit's Percentage of Undivided Interest as shown in Appendix B to the Declaration, and shall be a lien against each Owner's Unit in accordance with the Condominium Act. On or before the first day of each month in each fiscal year, each Owner shall be obligated to ensure payment to the Association at a place designated by the Board of Directors of at least one-twelfth ($1/12^{th}$) of the assessment for such fiscal year made pursuant to the foregoing provisions. The Board of Directors, in its discretion, may change this period to reflect the wishes of the Association to include pre-payment of sums, quarterly payments or other payment periods as the Board of Directors deems appropriate. Additionally, the Board of Directors shall present such an accounting of the Association at each Annual meeting. Any amount accumulated in excess of the amount required for actual expenses and

budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's Percentage of Undivided Interest by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget until exhausted, shall be added to Reserves, or shall be rolled over into the next fiscal year's operating budget.

Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Area may be specially assessed against the Unit to which that Limited Common Area was assigned at the time such expenses were made or incurred in the discretion of the Board of Directors. This provision shall also apply to the expansion or creation of Limited Common Areas pursuant to RSA 356-B:19, III. If the Limited Common Area involved was assigned at that time to more than one Unit, however, such expenses shall be specially assessed against each such Unit equally unless in the discretion of the Board of Directors the cause of any such maintenance, repair, renovation, restoration, or replacement was caused by the act or neglect of one or more, but less than all, of the Owners, or their guests, licensees or invitees, of the Units to which the Limited Common Area has been assessed in which case the Board of Directors may assess as it deems appropriate.

Further, any Common Expenses benefiting less than all of the Units, or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees, may be specially assessed against the Units involved in the discretion of the Board of Directors in an amount to be determined by the Board of Directors regardless of any Unit's Percentage of Undivided Interest in a Unit.

D. Reserves. The Board of Directors shall build and maintain both an adequate operating reserve and an adequate capital reserve for contingencies and replacements of the Common Area, which shall be funded by regular monthly payments, as provided herein above. At the end of each fiscal year all funds accumulated during such year for reserves for contingencies and replacement of the Common Area shall be placed in a separate, interest-bearing bank account, or such other financial account as the Board of Directors determines, 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 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 the Owners by a statement in writing giving the amount and reasons therefore and such 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.

The Board of Directors may only so specially assess either for emergency repairs/safety measures for which the capital reserve account has insufficient funds or to provide sufficient funds pursuant to a long-term capital study commissioned by the Board and which the Association follows. The Reserves may be used for any purpose, including but not limited to legal costs and fees, in the discretion of the Board of Directors.

Further, the Board of Directors shall undertake a Reserve Study conducted by a professional experienced in such matters no less than every ten (10) years, create a budget to institute any recommendations contained therein, and abide by any recommendations contained therein. In keeping with this provision, all maintenance contracts approved pursuant to Article, V, Paragraph 7 herein, shall show an adherence to the Association's long-term capital improvement plan. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the Board's meetings.

E. 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 the Owner's allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the payment which is due under this new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Paragraph 1 of this Article V. No Owner may choose to become exempt from liability for the Owner's contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of the Owner's Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Owner's Unit or other acquiring Owner by virtue of any transfer or other conveyance, but said Owner shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for the Owner's proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; subject, however, to the provisions of Paragraph 3 of this Article V relative to recordable statements of unpaid assessments and Article VI of the Declaration regarding the rights of first mortgagees.

3. Recordable Statement of Unpaid Assessments. Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors

or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to make available such a statement within ten (10) days from receipt of such request by the Board of Directors or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee not exceeding the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such statement.

4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner that remain unpaid for more than seven (7) days from the due date for payment thereof.

5. Uncollectible Assessments. Any assessments that are not collectible due to waiver or limitation by the provisions of Paragraph 3 above, or due to the provisions of Article VI of the Declaration relative to first mortgagees, may be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

6. Payment of Real Estate Taxes. The real estate taxes due to the Town of East Kingston for individual Units along with that Unit's Percentage of Undivided Interest in the Common Area, shall be paid by the Owner directly to the Town when due. Taxes for each Unit are not divisible between the Unit and the Common Area. This section of Article V may not be revised or deleted without the approval or waiver of the appropriate governing authority of the Town of East Kingston.

7. Maintenance and Repair.

A. By the Board of Directors. Except as otherwise provided in Section 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, unless otherwise noted in these Bylaws or the Declaration, the cost of which shall be charged to all Owners as a Common Expense.

B. By the Owner. Except for the portions of the Owner's Unit required to be maintained, repaired and replaced by the Board of Directors and except as provided in Article VII hereof relating to repair and reconstruction after fire or other casualty, each Owner shall be responsible for the maintenance, repair and replacement, at the Owner's expense, of the Owner's Unit and any part thereof, including, but not limited to, any interior walls, finished interior surface or perimeter walls, ceiling and floors, window glass, glass vents of the Unit, entrance doors and any glass doors connecting the Unit with Limited Common Area

reserved for the Unit, kitchen and bathroom fixtures and appliances and those parts of the heating and air conditioning, plumbing and electrical systems which may or may not be wholly contained within the Owner's Unit and serve no other. Electrical, plumbing, hot water, heating and air conditioning equipment, and chimney/flue serving a Unit shall be the sole responsibility of the Unit Owner. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Areas, that the Owner's failure to properly inspect and timely maintain, repair or replace same may engender. Further guidance as to maintenance responsibility for Limited Common Areas is in the Declaration. Notwithstanding anything herein it is the Owner's duty to notify the Board of Directors immediately if any of the actions required hereunder involve any alteration or repairs to the Common Area.

Each Owner shall keep the interior and exterior of the Owner's Unit, to include the Unit's Limited Common Area, if any, 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 the Owner's Unit. Should the Board of Directors determine, in its sole discretion, that an Owner has not kept the Owner's Unit in compliance with this section, the Board of Directors shall notify the Owner of its findings and set a date by which the Owner must address and correct the items so noted. If the Owner does not attend to such matters to the satisfaction of the Board of Directors, the Board shall have the right, but not the duty, to make all repairs it deems appropriate and assess the Owner all costs incurred including legal fees, if any.

In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from the Owner's negligence, misuse or neglect or from the Owner's failure to inspect and clean, properly maintain or make any of the repairs required to be made by him in this Section. Each Owner shall perform the Owner's responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

Each Unit Owner shall ensure the interior temperature of their Unit shall not be less than fifty (50) degrees.

C. Maintenance, Repair and Replacement - Quality. All maintenance, repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality as determined by the Board of Directors. Nothing herein shall prohibit the Board of Directors from undertaking upgrades to any existing item for which the Association is responsible. The method of approving payment vouchers for all repairs and replacement shall be determined by the Board of Directors.

D. Maintenance, Repair and Replacement – Cost. For projects that may reasonably be determined to cost in excess of $25,000.00 the Board of Directors shall acquire a minimum of three written bids. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the Board's meetings.

8. Additions, Alterations or Improvements by the Association. The Board of Directors shall have the authority to require additions, alterations or improvements regardless of cost subject to the notice and ratification provisions of RSA 356-B: 40-c as amended from time to time. Notwithstanding the foregoing, if, in the opinion of the Board of Directors such additions, alterations, maintenance or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefore 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. No addition, alteration or improvement shall be made without appropriate permits and approvals by the Town of East Kingston or any of its governmental subdivisions.

9. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to the Owner's Unit or the Common or Limited Common Area without the prior written consent thereto of the Board of Directors or by a majority of the Unit Owners. No Owner shall paint, decorate or otherwise change the external appearance of the Owner's Unit or Limited Common Area, including the doors and windows, without the prior written consent thereto of the Board of Directors and/or with the consent of those holding a majority of the Percentage of Undivided Interest present in person or by proxy and eligible to vote at a duly called Association meeting. 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 shall constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only without, however, incurring any liability on the part of the Board of Directors to anyone on account of such addition, alteration or improvement. No Unit may be sub-divided. The Secretary shall record any necessary amendment to the Declaration to effect such action as provided in Sections 31 and 32 of the Condominium Act. No addition, alteration or improvement shall be made without appropriate permits and approvals by the Town of East Kingston or any of its governmental subdivisions. All costs for such additions, alterations or improvements including, but not limited to, attorney's fees, and new site and/or floor plans, shall be borne by the Unit Owner.

10. Restrictions on Use of Units. To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions 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 Owner:

A. No decorations, awnings, screens, antennas, sun shades or covers, fans, advertisements, signs or posters of any kind shall be affixed to the exterior of a Unit or otherwise placed, posted in or on Property, including within the Unit, so as to be visible from the outside of a Unit except as authorized by the Board of Directors.

B. No clothing, laundry, rugs or other objects shall be hung from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view except as authorized by the Board of Directors.

C. Pets. As a general rule, are allowed in the discretion of Board of Directors. If the Board of Directors determines, in its sole discretion, any animal on the Property has become a nuisance, the Board may notify the Unit Owner that the animal has to be removed. Any such decision of the Board of Directors may be appealed to the Association, but shall remain in effect unless and until overturned by the Owners, which meeting has to be scheduled with all due haste by the Board of Directors. Owners/Tenants shall immediately pick up and dispose of the waste of any pet that relieves itself outside the Unit.

D. No nuisance shall be allowed on the Property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to any resident or which unreasonably interferes with the peaceful possession or proper use of the Property by any Resident. The Board of Directors shall determine what constitutes a "nuisance", "unreasonable source of annoyance" and/or "unreasonably interferes".

E. 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 change a building or improvements thereon, except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon written consent of the Board of Directors. Nothing shall be hung from any sprinkler piping or head, nor shall the sprinkler head radius be impinged.

F. Unless authorized by the Board of Directors, no Owner, tenant, invitee or guest shall direct, supervise or in any manner attempt to assert control over or in any way interfere with any employee or contractor hired by the Board of Directors.

G. 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 and any increase in insurance is to be the responsibility of the Unit that has caused the insurance increase. No waste shall be committed or stored in the Common Area. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board of Directors. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

H. Nothing shall be stored on the Common Area without the prior, written consent of the Board of Directors. No RVs, boats, trailers, campers, all-terrain vehicles or snowmobiles shall be operated and/or stored on the Property unless fully contained within an Owner's garage without the prior, written permission of the Board of Directors. Motorcycles, motorbikes, motorized bicycles, mopeds, minibikes and other similar motorized two- or three wheeled vehicles, and other vehicles are allowed at the Association unless determined to be a nuisance in the discretion of the Board of Directors.

I. Owners, or their tenants, are entitled to maintain as many registered and operable vehicles as will fit within their driveway and garage unless otherwise determined to be a nuisance by the Board of Directors. Unregistered and/or uninspected motor vehicles are not allowed on the Property unless fully contained within a garage, without the express, written permission of the Board of Directors and are subject to being towed at the owner's expense without further notice.

Each occupant at the Association may be required to provide the Board of Directors with the license plate number of each vehicle the occupant may have at the Association.

No vehicle maintenance of any kind, with the exception of changing a flat tire or other such minor or emergency repairs, the determination of which is left to the discretion of the Board of Directors, shall be conducted at the Association other than in an Owner's garage. Owners are strongly recommended to receive permission from the Board of Directors before undertaking any repairs or maintenance.

Parking spaces shall be subject to any such further Rules as established by the Board of Directors, and the Board is herein specifically allowed to tow any

such vehicle that is in violation of the provisions listed herein and/or any provisions passed by the Board of Directors without further notice to the Unit Owners and/or tenants. The Owner shall be responsible for the cost of said towing. There shall be no renting or leasing of parking spaces other than to those who reside at the Association.

The Board of Directors is expressly granted the authority to take any action it may need to take, including fining or acquiring a Court Order, to enforce the provisions herein mentioned. Its remedy is expressly not limited to towing any offending vehicles, but may include towing.

Nothing is allowed to be stored in the parking spaces other than operable vehicles and any other items expressly allowed, in writing, by the Board of Directors.

J. Noise. No Owner, guests, tenant, and/or lessee is allowed to create noise, personally or through the use of such items as musical instruments, radios, televisions or other sources such that such noise become a nuisance to another Owner, guest tenant and/or lessee, the determination of which is left to the sole discretion of the Board of Directors. There shall be no discharging of firearms or fireworks on the Property.

K. Littering. Paper, cans, bottles, cigarettes, food and other trash and recyclables are to be disposed only in appropriate trash and recycling containers and under no circumstance are such items to be dropped or left on the grounds or other Common Area.

L. Trash, Refuse, Garbage and Recycling. No one shall place trash, garbage, recyclables or other refuse, to include animal waste, except in any area designated by the Board of Directors and in containers and in a manner as approved by the Board of Directors.

M. Maintenance of Common Area. Only the Board of Directors, except where written permission of the Board has been obtained by a Unit Owner, shall perform improvements, maintenance and landscaping of the Common Area.

N. Improper Use of Common Area. There shall be no use of Common Area which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the condominium.

O. Children and Guests. Owners, tenants, guests and invitees shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other Owners, the Board of Directors shall have the right to require that the offensive guests leave.

P. Sex Offenders. Neither Tier II, nor Tier III sex offenders as defined by RSA 651-B: 1, as amended from time-to-time, may reside on either a permanent or temporary basis at the Association, which determination of whether such a sex offender is residing at the Association shall be left to the discretion of the Board of Directors. Further, reasonable notice of when and for what duration any Tier II or Tier III sex offender will be on site at the Association must be given to the Board of Directors via letter, text or email. The determination of what reasonable notice is and whether the notice is sufficient shall be left to the Board's discretion. Should someone desire to have a guest, as determined by the Board of Directors, come on the Property who is such a registered Sex offender, the Owner must first receive written permission from the Board of Directors.

Q. Internet Use and Security. No Owner, occupant of a Unit, guest of an Owner, or invitee of an Owner shall access another Owner's, occupant's, guest's or invitee's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without express written consent of that person. All such determinations of whether such actions have occurred are left to the discretion of the Board of Directors.

R. Consent Revocable. Any consent or approval of the Board of Directors or its authorized agent given under these Bylaws shall be revocable with or without cause.

S. Complaints. Complaints of violations of these Bylaws and/or the Declaration and/or the Rules must be made to the Board of Directors or its authorized agent in writing (i.e. letter/fax/email). If the Board of Directors feels the complaint is justified, it will take whatever action it deems necessary and appropriate. The Board of Directors or its designee will notify the complainant in writing as to what action, if any, has been taken. Any action taken by the Board of Directors may be appealed to the Association at the next Association meeting.

T. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board of Directors. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

All determinations as to whether there has been a violation of the terms of the condominium instruments and/or the Rules and/or whether any such violation(s) shall be enforced are left to the sole discretion of the Board of Directors. Any such determination

or violation may be appealed in writing by the offending Owner to the Association at the next Association meeting, Annual or Special, which shall be scheduled with all due haste.

11. Right of Access. In addition to the rights of the Board of Directors granted by the Condominium Act to access a Unit, a right of access to each Unit shall exist in favor of the Board of Directors or the Manager, or any other person authorized by the Board for the purpose of making inspections, or for the purpose of correcting any condition originating in a Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or utility services or other Common Area, 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 situation deemed an emergency in the discretion of the Board of Directors, such right of entry shall be immediate regardless of whether the Owner is present or approves. In the discretion of the Board of Directors, any costs for emergency entry may be assessed to the Unit Owner.

12. Rules. Rules concerning the operation and use of the Units and the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall furnish copies of the Rules to each Owner prior to the time when the same shall become effective.

13. Rent Collection Upon Delinquency in Payment of Assessment. The Board of Directors, pursuant to the provisions of RSA 356-B: 46-a, as amended from time-to-time, shall have the authority to collect rent from the tenant of any delinquent Owner.

ARTICLE VI

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act as amended from time to time, the Board of Directors shall obtain (i) a master casualty policy affording all risk coverage in an amount equal to the full replacement value of the structures within the Property; (ii) a master liability policy covering the Association, the Board of Directors, the Officers, the Manager and agents or employees of the foregoing with respect to the Property and all Owners and other persons entitled to occupy any portion of the Property (this shall be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage); and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions:

A. Property and fire insurance with standard extended coverage endorsement, vandalism and malicious mischief coverage, and any required or acquired flood and quake endorsements insuring all the buildings and all other structures on the Property, including, without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces, including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings and heating and lighting fixtures, except for improvements made by an individual Owner which are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board of Directors as trustee for the Owners and their mortgagees as their respective interests may appear.

B. Public liability insurance in such amounts as the Board of Directors may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars ($1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Paragraph 1 above against any liability to anyone and with cross liability coverage with respect to liability claims of anyone insured thereunder against others insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit.

C. A master or blanket policy of property insurance covering all the general Common Area and Limited Common Area, including fixtures and building service equipment to the extent that they are part of the Common Area of the Association, as well as common personal property and supplies, and other common personal property belonging to the Association. The policy shall be in an amount equal to One Hundred Percent (100%) current replacement cost including building code upgrades. The name of the insured under such policies shall be "Cornerstone Condominium Association." The loss shall be payable to such Association as trustee for each Unit Owner and each such Owner's mortgagee, if any. Each Unit Owner and such Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

D. Workers compensation insurance as required by law.

E. Such other insurance as the Board of Directors may determine.

2. General Insurance Provisions.

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

B. The Board of Directors 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 agents, members of the Board of Directors, 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 not be cancelled without notice to all of the insureds thereunder and all mortgagees of Units in the Association; (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; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

3. Individual Policies.

A. Any Owner and any mortgagee shall obtain at the Owner's expense additional insurance (including, without limitation, a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Paragraph 1 above). Such insurance should contain the same waiver of subrogation provisions as that set forth in Paragraph 2(B) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Paragraph 1 above and each Owner hereby assigns to the Board, as trustee for the Owners and their mortgagees, 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 shall obtain at the Owner's expense, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Homeowner's Policy", or its equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Owner's Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like and which shall also cover the Association's Master Policy deductible as noticed by the Board of Directors to the Owners annually. Any such insurance shall cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to the Owner's Unit that are not reported to the Board of Directors.

It is advised that all Owners who rent their Unit acquire a loss of rent policy for a period of two (2) years.

C. In addition to the other requirements of law, or requirements imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of such improvements, shall, for insurance purposes, notify the Board of Directors of all proposed improvements to the Owner's Unit (except personal property other than fixtures) in excess of $1,000.00. Upon receipt of such notice, the Board of Directors shall notify the insurer under any policy obtained pursuant to Paragraph 1 hereof, of any such improvements.

D. Each Owner shall forward a copy of their insurance certificate for the Owner's Unit within thirty (30) days of purchasing their Unit or the effective date of this provision to the Board of Directors.

Each such certificate must include either a statement from the insurer or a copy of a cancelled check from the Owner indicating that the policy is paid in full and/or current.

Each such certificate must contain the expiration date.

No such policy may be cancelled without thirty (30) days prior written notice to the Board of Directors.

Each such insurance policy must provide coverage for the Unit as outlined in the Declaration and Bylaws.

It shall be the Owner's responsibility to provide proof of an updated insurance policy each year to the Board of Directors within thirty (30) days of the date of expiration on Then-current policy.

Failure to provide the requested information may result in the levying of a fine of up to $1,000.00 by the Board of Directors and may result in the Board purchasing a policy for the unit and assessing to the Unit the cost for same.

All costs to enforce this rule, including but not limited to, attorney's fees, court costs, insurance costs, shall be assessed to and borne by the Owner.

4. Notice to 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 in such initial policies or termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent to all Owners of record at the address of their respective Homes and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary or Manager.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

   A. Common and Limited Common Areas. If the damage is to a Common and/or Limited Common Area, the damaged property shall be reconstructed or repaired.

   B. Units. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and the Master Policy does not provide coverage, then the Unit Owner shall be responsible for and pay the cost of such reconstruction and repair after the casualty. In all other instances, the responsibility and cost of such reconstruction and repair after the casualty shall be that of the Association.

   C. Building. If the damaged portion of the Property is to the building containing the Units, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, all of the Owners and the eligible mortgage holders vote, at a meeting duly called, not to reconstruct the destroyed Unit or Units and decide to terminate the Condominium in accordance with New Hampshire RSA 356-B: 34. In the event of any such termination of the Condominium, the insurance proceeds shall be held as a fund for the benefit of the Owners of Units that are not reconstructed and their mortgagees, as their interest shall appear. Such fund shall be paid to the affected Unit Owners, and/or to their mortgagees, pro-rata based upon the proportion of the percentage of the undivided interest held by each affected Unit, as it bears to the total undivided interest of all affected Units. In the event of any such termination of the Condominium, the Board of Directors shall cause instruments of termination to be drawn for and executed by the

Unit Owners, as required by RSA 356-B:34, and shall record the same at the Rockingham County Registry of Deeds. Such termination shall in all other aspects conform to that section or other applicable sections of the Condominium Act, and the profit or loss of the Association shall be determined and assessed to or distributed to the remaining Owners in accordance with New Hampshire RSA 356-B:34.

D. Certificate. Any mortgagee may rely upon a certificate of the Association made by its President and Secretary to determine whether the damaged property is to be reconstructed or repaired.

2. Procedure for Reconstruction and Repair.

A. If the Board of Directors determines pursuant to the provisions of Article VII, Paragraph 1 hereof that the Common Area shall be reconstructed or repaired, the Board 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. The Board of Directors shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates.

B. If the proceeds of insurance, paid to the Board of Directors as trustee for the Owners and their mortgagees pursuant to Paragraph 1 of Article VI hereof, are not sufficient to defray completion of reconstruction and repair, to include the Association's insurance deductible, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, and in the Board's determination, which may be based upon information provided by the carrier, the cause of the damage is not attributable to the actions of one or more Owners, then assessments in sufficient additional amounts to provide payment of such costs shall be made against all Units equally.

If, in the Board's discretion, the cause of the action that led to the insurance claim is traceable to the actions or inactions of an Owner, and the proceeds of insurance are not sufficient to defray completion of reconstruction and repair, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, the Board of Directors may assess any deficiency to the offending Owner(s) in proportion to the cost of reconstruction and repair of both their Unit(s) as well any affected Common Area.

If all or any portion of such assessments are not available to the Board of Directors prior to the time that the amounts thereof are needed to provide payment of such costs, the Board of Directors may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Article XII of these Bylaws.

C. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged property was originally constructed or most recently renovated.

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 the 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. Assessments (Deductibles): Unit Owners who have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Board of Directors, said deductible within thirty (30) days of the billing invoice or notice, or upon the Board's discretion, any such deductible contribution from the Owner may be deducted from any insurance proceeds payments made by the insurer and/or the Board to the Owner. If allowed, the Owners may seek reimbursement of any such payments from their individual Unit insurance policies.

4. Disbursements of Construction Funds.

A. The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund from which the Board of Directors shall disburse payment of the cost of reconstruction and repair.

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 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. If there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in accordance with their respective Interests.

D. When the damage is to both Common Area and one or more Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of

repairing the Common Area, second to the Limited Common Area, and the balance to the cost of repairing the Units.

ARTICLE VIII

SALES 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 the Owner's Unit without including therein the Undivided Percentage of 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 such title or one or more of such interests, without including such title or one or more of such interests, without including all such title or interests, shall be deemed and taken to include the title 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 Bylaws or the Condominium Act, the Undivided Percentage of 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 appertains shall be void.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise the Owner's Unit unless and until the Owner (or the Owner's 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 and shall have satisfied all unpaid liens with respect to the Owner's Unit, except mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage or deed in lieu of such foreclosure.

In the event that the Unit is subject to outstanding assessments previously levied against such Unit and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Paragraph 3 of Article V, the statement shall expressly state any waiver of or failure or refusal to exercise the right of the Association to prevent the disposition of such Unit, in any case where such waiver, failure or refusal may exist. Failure or refusal to furnish such a statement as provided in said Paragraph 3 shall not only constitute a waiver of such assessment, but will also make the above-mentioned prohibition inapplicable to any such disposition of the Unit.

ARTICLE IX

AMENDMENT TO BYLAWS

Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended by the procedure set forth in Article III of the Declaration. No such Amendment shall be effective unless and until is filed with the Rockingham County Registry of Deeds.

ARTICLE X

NOTICE

1. Manner of Notice. Except as otherwise provided in the Declaration and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under the Declaration, these Bylaws, or the Rules shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States first class mail, postage pre-paid (i) if to an Owner, at the address of the Owner's Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, including an email address, or (ii) if to the Association, the Board of Directors or the Manager, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act, the Declaration or of these Bylaws, a waiver thereof, in writing, to include electronic 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 XI

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by and shall comply with all of the terms of the Declaration, these Bylaws and the Rules and any amendments of the same. A default by an Owner of any of the provisions of said Declaration, Bylaws and/or Rules shall entitle the Association, acting through the Board of Directors or the Manager, to the following relief:

A. Fines. The Board of Directors shall have the right to levy against an Owner such just and appropriate fines as it deems advisable for noncompliance with

any of the provisions of the Declaration, these Bylaws or the Rules of the Association. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner. Until such time as the Bylaws or Rules are amended, the fine for each violation of any portion of the Declaration, Bylaws or Rules shall be up to $1,000.00 for each such violation, which amount is left to the sole discretion of the Board of Directors. Any such fine levied by the Board of Directors may be appealed for review by the Association as the next scheduled Association meeting. Further, any costs incurred to enforce the provisions of the Declaration, Bylaws and/or Rules may be assessed to the Unit Owner.

B. Inspection Rights. In addition to rights of entry given to the Board of Directors by the terms of the Condominium Act, the Board of Directors shall have the right, but not the obligation, to make annual inspections of such items as, hot water systems, heating systems, chimneys and any other systems that provide services to a Unit and/or the Association, and any other portions of the Units it deems necessary in its discretion, and if it finds that maintenance, repair and/or replacement is required, the Board may perform or cause to be performed same unless such Unit Owner, within five (5) days after receiving notice of such default by the Board, cures such default, to the satisfaction of the Board of Directors, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter repairs to completion, with due diligence, the curing of such default.

C. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws 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 Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or, if appropriate, by any aggrieved Owner.

D. Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the act, neglect or carelessness of the Owner, any member of the Owner's family or the Owner's 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.

E. No Waiver of Rights. The failure of the 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 Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to 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, these Bylaws, 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 Bylaws or the Rules, or at law or in equity.

F. Interest. In the event of a default by an Owner against him for the imposition of any fine, fee, late payment or expense which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest on the amount due at the rate of eighteen percent (18%) per annum, from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in an amount to be set by the Board of Directors on any amount so overdue, if any such properly assessed fees, fines and/or assessments are not received within fifteen (15) days of the date due. The Unit Owner is also subject to the said interest on any unpaid late payment charge if the late payment charge is not paid within fifteen (15) days after imposition of the late payment charge.

G. Late Fees. Any fee that is not paid within thirty (30) days of the date due shall be subject to a late fee of $50.00 for each thirty day period it is overdue. This fee is subject to interest and is to be considered a delinquency subject to collection as if it were a delinquent assessment.

H. Abatement and Enjoinment of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any of the provisions of these Bylaws contained herein or the breach of any provision of the Declaration shall give the Board of Directors or the Manager, in addition to any other rights set forth in these Bylaws, the following rights:

   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;

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.

I. Costs and Fees. In any action, pursuant to RSA 356-B: 15, as amended from time to time, the prevailing party shall be entitled to reimbursement of the reasonable costs and reasonable attorney's fees incurred in the action in the discretion of the Court. Notwithstanding this provision, all attorney's fees incurred in a collection case shall be paid by the delinquent Unit Owner(s).

J. Except as otherwise noted herein, all payments made to the Association on any Owner account shall be applied in the following order of priority:

a. Interest
b. Late fees
c. Fines
d. Costs and fees
e. Special assessments (when such a payment is made, it shall be credited, if due in installments, from most delinquent installment to least delinquent installment)
f. Regular assessments (payments shall be credited from the most delinquent assessment to the least delinquent assessment)

All of the items listed herein are to be considered a Common Expense assessed to the Unit.

2. Lien for Assessments.

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

B. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for seven (7) days after written notice of such default has been sent to the Owner, the Board of Directors may then choose to call forward, on a continuing basis, six (6) months of condominium fees owed, including any special assessments due during this period of time for up to one year after any delinquency. Should this six-month period extend into the next fiscal year, and

the budget for such fiscal year not be yet adopted by the Board of Directors, the installment fees due shall be in the same amount as fees in the current fiscal year.

C. Any lien for assessments and/or other Common Expenses shall include, but not be limited to, interest, late charges, costs and attorney's fees as provided in Paragraph A of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors acting on behalf of the Association. Should the Association foreclose in this manner the Owner shall be required to pay a reasonable rental for the Unit as assessed by the Board of Directors, unless and until the Unit is further sold either by foreclosure of an entity having higher priority than the Association or by judicial decree.

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

ARTICLE XII

RESALE BY OWNER

1. In the event of any resale of a Unit or of any interest therein by any Owner, the prospective Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the appropriate statements pursuant to RSA 356-B:58 of the Condominium Act as amended from time to time.

2. Unit Ownership Transfer Fee. Upon the transfer or sale of any Unit, the buyer of said Unit shall be assessed a sum equal to two (2) months of condominium fees as a contribution to the Association's capital reserve fund. This assessment is to be collected at closing by the selling or conveying party or the Owner's agent and is to be delivered to the Association through its Board of Directors or Management Company within five (5) days of recording of the Deed. The Association shall not be required to return, rebate or credit this transfer fee to any seller, buyer or Owner of a Unit.

Further, any mortgagee who obtains title to a Unit, for any duration, as a result of a foreclosure, deed in lieu of foreclosure, or any other method, shall pay to the Association a transfer fee equal to twelve months' of condominium fees upon sale or transfer. Failure to pay this fee shall subject the mortgagee to all costs connected in any way to the collection of this fee.

3. Any mortgagee of a first mortgagee of record or other purchaser of a Unit who obtains title to the Unit as a result of foreclosure of a mortgage, the Owner's successors or assigns

shall be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to each Unit by such acquirer. This provision recognizes the provisions of RSA 479 ... as it relates to the discharge of any encumbrance, such as a Memorandum of Lien, filed against the Unit by the Association, but also recognizes that any such debt is owed the Association under theories including, but not limited to, Unjust Enrichment and Quantum Meruit.

ARTICLE XIII

COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.

2. Severability. If any provisions of these Bylaws 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 Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

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

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

5. Gender, etc. Whenever in these Bylaws 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.

These amendments to the Declaration and Bylaws were executed this 16 day of August 2019 by:

Rachel Morin

Rachel Morin, President
Cornerstone of East Kingston Condominium Association

These amendments to the Declaration and Bylaws were executed this 16 day of August 2019 by:

Al Lampert, Treasurer
Cornerstone of East Kingston Condominium Association

CERTIFICATION OF THE SECRETARY

I, Mark Page, Secretary of Cornerstone of East Kingston Condominium Association, do hereby certified that the above Amendments were approved by Owners who held at least two-thirds of the Percentage of Undivided Interest in the Association by vote conducted at a duly noticed meeting of the Association held on July 29, 2019 and that said vote complied with the requirements of the Condominium Act, RSA 356-B, required for amending the condominium instruments.

Date:
16 August 2019

Mark Page, Secretary
Cornerstone of East Kingston Condominium Association

Ducharme Law P.L.L.C.
72 Portsmouth Avenue
Suite 101
Stratham, NH 03885

19034711 09/03/2019 12:46:05 PM
Book 6032 Page 948 Page 1 of 63
Register of Deeds, Rockingham County

RECORDING 258.00
SURCHARGE 2.00

80295803
Tx:40256249

AMENDED DECLARATION

of

CORNERSTONE of EAST KINGSTON CONDOMINIUM ASSOCIATION

A 55+ Condominium Association

East Kingston, NH

The Association having been duly created by a Declaration and Bylaws filed with the Rockingham County Registry of Deeds on or about March 31, 2006 beginning at Book 4636, Page 1509, the Unit Owners voted at a duly called Association meeting to amend the Declaration and Bylaws, and any and all amendments thereto and thereafter, with the Declaration and Bylaws immediately following:

ARTICLE I
DEFINITIONS

Certain of the terms as used in this Declaration and in the Bylaws, which are annexed hereto as Appendix C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

1. "Act" means the New Hampshire Condominium Act (Chapter 356-B of the New Hampshire Revised Statutes Annotated) as revised periodically.

2. "Association" or "Association of Owners" or "Cornerstone of East Kingston Condominium Association" means the unincorporated association of the Owners acting as a group in accordance with the Declaration and the Bylaws.

3. "Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws of the Association.

4. "Bylaws" means the instrument annexed hereto as Appendix C and hereby made a part hereof which provide for the self-government of the Association.

5. "Common Area" means all that portion of the Condominium other than the Units and specifically includes the Limited Common Area.

6. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments; "future common expenses" shall mean common expenses for which assessments are not yet due and payable.

7. "Condominium" means the Cornerstone of East Kingston Condominium Association.

8. "Cornerstone of East Kingston Condominium" (hereinafter referred to as "the Condominium"), in addition to any other definitions herein, may also mean the premises described in Appendix A, including land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.

9. "Declaration" means this instrument and all of its Appendices, as amended from time to time, except where the context indicates otherwise.

10. "Limited Common Area" means that portion of the Common Area, if any, which is designated herein as reserved for the use of one or more Units but less than all Units as referenced herein or on the site and/or floor plans of the Condominium.

11. "Occupant" whenever used herein shall mean a person or persons, other than the Owner, in possession of one or more Units.

12. "Owner" or "Unit Owner" means any person or persons or other entity owning a Unit in a fee simple absolute together with an undivided interest in fee simple in the Common Area.

13. "Percentage of Interest" or "Percentage of Undivided Interest" means the percentage of undivided interest of each Unit in the Common Area as set forth in Appendix B hereto.

14. "Property" means the land and the buildings and all other improvements heretofore or hereafter constructed thereon and all easements, rights and appurtenances thereto and

all articles of personal property intended for common use in connection therewith which have been or are intended to be submitted to the provisions of the Act and which are more particularly described in Appendix A attached hereto.

15. "Rules" means such rules and regulations as the Board of Directors from time to time may adopt relative to the use of the Condominium or of any part thereof, as the same may be amended pursuant to the terms hereof and of the Bylaws.

16. "Unit" means a part of the Condominium intended for independent ownership, all as more particularly described in Article II, Paragraph 4 hereof.

ARTICLE II
STATUTORILY REQUIRED INFORMATION

1. Name. The name of the Condominium is and shall be Cornerstone of East Kingston Condominium Association.

2. Location. The Condominium is located on Cornerstone Road in the Town of East Kingston, County of Rockingham and State of New Hampshire and is comprised of eleven (11) Units and eight (8) buildings.

3. Legal Description by Metes and Bounds. A legal description of the land submitted to the Act is described in Appendix A and made a part hereof.

4. Unit Boundaries and Maintenance Responsibilities. A description of the boundaries of the Units is in accordance with the provisions of RSA 356-B: 12 which boundaries are further detailed as follows:

A. Horizontal Boundaries:
   i. Lower Boundary: The unfinished interior surface of the concrete floor, slab or basement;

   ii. Upper Boundary: The plane formed by the exterior surface of the roof rafters, insulation being the responsibility of the Owner.

B. Vertical Boundaries:
   i. Exterior Walls: The interior surface of the wall studs, such that the sheetrock or other wall surface is part of the Unit;

   ii. Interior Walls: In the event a Unit wall touches another Unit, the sheetrock on the studs common to both Units shall be the boundary between the Units. The sheetrock of each Unit shall be the

responsibility of the Unit Owner whose Unit includes the sheetrock. The studs themselves, the insulation, the air spaces between, and any utilities contained therein, whether they serve one or more Units, shall be Common Area.

iii. Doors and Windows: The boundary of doors (including sliders and screen doors) and windows (including skylights) extends to the exterior surface of these items. The boundary of door and window frames extends to the interior surface of these items. Notwithstanding anything herein to the contrary, the color, type and quality of all doors (including sliders and screen doors), windows (including skylights), frames, sills, and glass are left to the discretion of the Board of Directors.

C. Additional Unit Owner Maintenance and Replacement Responsibilities. In addition to the Unit Owner's responsibility for maintaining and replacing that portion of the Unit within the above-described boundaries, the Unit Owner is responsible for the following Unit-related items regardless of the location of these items:

i. All finished surfaces inside the Unit, except as otherwise noted above, including, but not limited to, paneling, tiles, ceiling tiles, wallpaper, paint, flooring, cabinets, interior walls, interior partitions and any other improvements that may need to be repaired or replaced;

ii. Any and all pipes, ducts, conduits, wires and other utility installations (excluding sewage and water lines), as well as appliances, plumbing fixtures, electrical systems, heating (including flues, chutes and chimneys), air conditioning, cooling, and ventilation systems and all associated wiring and piping servicing the Unit even if such items are outside the boundaries of Unit they serve. Some Units share storage tanks, booster pump and/or a septic tank. Such items are the responsibility of the Association that share them, and each Unit Owner that shares such items has the right to enter into the shared Unit to make repairs upon reasonable notice to the other Owner(s), and all costs of such repairs, maintenance or replacement are to be shared equally by the Owners that share such systems, unless, in the determination of the Board of Directors, the cause of any such repairs, maintenance or replacement are attributed to the act or neglect of the Owner of one Unit, but not another; and

iii. HVAC Units, air conditioners and generators may be placed in or on the Unit or on the Common Area, including the Limited Common Area, subject to the prior written consent of the Board of Directors, but all

maintenance, repair and replacement are still the responsibility of the Owner, including any pad which the Board approves for an air conditioner condenser or generator, and accessories to such air conditioners or generators such as pipes, wires, conduits, or other apparatus or equipment associated therewith, the location of which is left to the sole discretion of the Board of Directors.

D. Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to the Owner's Unit. This right, subject to any Rules adopted by the Board of Directors, is perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

5. Description of Limited Common Area. Nothing shall be constructed or installed on the Limited Common Area without the prior, written consent of the Board of Directors. Each Unit is accorded certain Limited Common Area as noted on the Floor and Site Plans filed with the Registry of Deeds and as noted as follows:

A. Decks, Patios, Etc. Decks, Patios, Entryways and Porches, and any stairs to them are Limited Common Area of the Unit each such item serves and as may be further noted on the Site/Floor Plans. Notwithstanding anything herein to the contrary, the Owners shall keep these areas neat, clean and uncluttered. Further, the Owners shall be responsible for the routine maintenance of these areas. Routine maintenance shall include snow and/or ice removal and salting and sanding of these areas unless provided for in the Association's snow removal contract. All determinations regarding routine maintenance hereunder shall be left to the discretion of the Board of Directors;

B. Each Unit is accorded a Limited Common Area around each Unit as noted on the Site Plan;

C. Leach Fields. Leach fields are Limited Common Area for the Units they serve;

D. Lawns. Lawn mowing, lawn maintenance and fertilization of these areas are the responsibility of the Association. If the Board of Directors finds, in its sole judgment, that any such repairs were caused by the neglect or purposeful act of the Owner, the Board may, in its discretion, assess any such expense to the Owner. Further an Owner who has fenced in a portion of their yard is responsible for lawn mowing, lawn maintenance and fertilization with such fenced in area.

E. Driveways and Parking. Driveways and Parking Spaces appurtenant to the Units, and as noted on the Site Plan, are Limited Common Area for the Units so served. Some Units share driveways. No use of such a shared driveway shall be

permitted which impedes or interferes with access to a Unit or the inability of an Owner to park their car, and all such determinations are left to the discretion of the Board of Directors;

F. Notwithstanding anything herein to the contrary, although these items and areas are Limited Common Area, the routine maintenance responsibility for which is the Unit Owner's, all repairs, renovations and replacements are the responsibility of the Association. If the Board of Directors finds, in its sole judgment, that any such repairs were caused by the neglect or purposeful act of the Owner, the Board may, in its discretion, assess any such expense to the Owner.

G. Further Limited Common Area is as defined in RSA 356-B: 12, V as amended from time to time.

6. Description of Common Areas. The Common Area shall consist of all land and improvements not specifically designated as part of a Unit in Paragraph 4 above. The Common Area specifically includes the Limited Common Area as designated in Paragraph 5 above. The Common Area also includes, but not by way of limitation:

A. The land and the walks, shrubbery and other plantings, parking areas and other land and interests in land included and described in Appendix A hereto, except that which is otherwise herein and/or on the site plan designated solely as Limited Common Area;

B. Pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities located within a Unit which serve parts of the Condominium other than the Unit within which they are located and/or which serve more than one Unit;

The sewage systems and all associated piping and equipment and the water supply system and all associated wells, pumps, piping and equipment which provide sanitary waste disposal or which supply water to the Condominium to the extent such services or materials are not owned by a private water company or public utility company;

C. Parking. All spaces not reserved as Limited Common Area parking spaces as Common Area parking spaces to be used on a first-come, first-served basis unless otherwise determined by the Board of Directors. There is no parking on the roadway. The Board of Directors may adopt Rules further governing the use of parking spaces.

D. Any other amenities constructed or to be constructed on the Property; and

E. All other parts of the Property, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use.

7. Allocation of Undivided Interest in Common Area. Each Unit is accorded a Percentage of Undivided Interest in the Common Area for voting and assessments as noted in Appendix B.

8. Statement of Purposes and Use. The Condominium is intended for residential use as further defined herein and in the Bylaws, and the following provisions, together with the provisions of the Bylaws and Rules, are in furtherance of this purpose.

A. No noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is or will become an annoyance or nuisance to another Owner. No use shall be made of any part of the Property which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Property that will increase the rate of insurance on the Common Area, without prior written consent of the Board of Directors.

B. The use of the Common Area shall be limited to the Owners in residence and tenants in residence and to their guests, invitees, occupants and licensees of either the Owner or the tenant. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to the Owner's tenants in residence and to the Owner's guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by this Declaration, the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors.

C. A Unit may be used for a home-based occupation or other business activities, including telecommuting, unless otherwise notified by the Board of Directors that the use has become a nuisance, annoyance or does not fit within the residential character of the Association, the determination of which is left to the sole discretion of the Board. The Board of Directors may require an Owner who intends to use the Owner's Unit for, in part, a home-based occupation to notify the Board of the nature of the business, which required information may include such items as the expected frequency with which visitors and/or deliveries or

shipments shall arrive on the property, and the duration of time for which said visitors/deliveries are expected to stay on the property. Any such decision of the Board of Directors may be appealed to the Association and the Board shall then schedule such a meeting with all due haste.

Further, any language to the contrary notwithstanding, the Owner of such a home-based occupation shall not do anything related to the business which will cause the insurance on the Association to rise (without the express, written permission of the Board of Directors, and for which the increased cost shall become an obligation of the Unit Owner who has incurred the increased cost), nor shall the Owner in any way, shape or form alter the physical structure of the Unit or Common Area as a result of any such home-based occupation.

No employee or persons other than a resident of such Unit shall engage therein in any such business activities and no such office shall be advertised, held out or used as a place for service to clients, customers or patients. Under no circumstances shall the Association Property be listed as the address of any business. Additionally, no sign advertising or indicating any home-based occupation shall be permitted anywhere on the Property.

Further, the Board of Directors shall possess the sole discretion to revoke any permission given to any Owner to operate a home-based occupation granted pursuant to this paragraph.

D. Pets. As a general rule, Pets are allowed in the discretion of the Board of Directors. If the Board of Directors determines, in its sole discretion, any animal on the Property has become a nuisance, the Board may notify the Unit Owner that the animal must be removed. Any such decision of the Board of Directors may be appealed to the Association but shall remain in effect unless and until overturned by the Owners at a meeting of the Association which meeting has to be scheduled with all due haste by the Board of Directors. Owners/Tenants shall immediately pick up and dispose of the waste of any pet that relieves itself outside the Unit.

E. An Owner shall not paint or otherwise add to, alter or change the appearance of the exterior portion of a Unit or any portion of the Property without the prior written permission of the Board of Directors.

F. None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement or encroachment be created in favor of an Owner if said encroachment

occurred due to the willful conduct of said Owner or Owners. If any portion of the Common Area 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 (a) settling of a unit, or (b) alteration or repair to any portion of the Common Area made by or with the consent of the Board of Directors, or (c) as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or (d) 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.

G. Over-55. Cornerstone Condominium is an over-55 community association. As such The Association shall at all times be in compliance with the current East Kingston ordinances governing elderly housing. In order to ensure compliance with the current East Kingston Zoning Ordinances and the Site Plan approvals for elderly housing as well as the Federal Housing for Older Person Act of 1995, the following covenants are hereby adopted and shall bind the Owner of each Unit within the Condominium:

The Condominium has been approved by the East Kingston Planning Board, under its Elderly Housing Zoning Ordinance, on the basis that it shall be used as the primary residence for and by persons who are all over the age of fifty-five (55) years and as such, it shall so be used.

The Condominium is being established and shall be maintained in compliance with 42 USC S 3607(b) etc. and 24 CFR Part 100, Sections 100.304, 100.305, 100.306, and 100.307, as amended from time to time, and with the provisions of the East Kingston Elderly Housing Zoning Ordinance.

To this end, Units shall only be sold to Buyers who produce photographic identification and documents establishing that each of the proposed residents of the unit are at least fifty-five (55) years old and who execute an Affidavit that:

(1) Such Buyers are not acquiring the Unit for purposes of or with the intent to allow occupancy of such Unit by any occupant under the age of fifty-five (55); and

(2) So long as such Buyer owns such Unit, all of the residents thereof is or will be at the time of occupancy, fifty-five (55) years of age or older.

Prior to April 1st of each year, the residents of each Unit will execute an affidavit listing the ages of all occupants of such Unit and shall produce identification and documents sufficient to establish such. This information shall be submitted to the Board of Selectmen within thirty (30) days of compilation.

These elderly housing covenants shall be included in each Unit deed and shall run with the land and be for the benefit of and be enforceable by the Association and the Town of East Kingston, a municipal corporation, situated at 24 Depot Road, East Kingston in the State of New Hampshire 03827.

In order to comply with 42 USC S 3607 (b), NONE of the Units may be occupied by any permanent resident who is not at least fifty-five years old or older.

Definitions and Administration of the Provisions:

(1) A permanent resident, who is fifty-five (55) years old or older, shall be deemed to be a "Qualifying Occupant." For purposes of this Section, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Unit to be his or her legal residence and actually resided in the Unit for at least six (6) months during every calendar year.

(2) No Unit shall be occupied by any person under the age of eighteen (18). For purposes of this Section, a Unit shall be deemed to be "occupied" by any person who stays overnight in the Unit for more than twenty-one (21) days in any 60-day period or for more than thirty (30) days in any 12-month period.

(3) Nothing in this Paragraph G is intended to restrict the ownership of or transfer of title to any Unit; provided, no Owner may occupy the Unit unless the requirements of this Paragraph G are met nor shall any Owner permit occupancy of the Unit in violation of this Paragraph G. Unit Owners shall be responsible for including the statement that the Units within the Condominium are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Paragraph G, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease of a Unit shall provide that failure to

comply with the requirements and restrictions of this Article 11/Section A shall constitute a default under the lease.

(4) Neither the Association nor the Condominium Board SHALL be authorized to waive these Elderly Housing Covenants, unless the East Kingston Zoning Board of Adjustment has first granted an administrative appeal, or variance and the East Kingston Planning Board has also granted written approval or declined to comment.

(5) In the event of any change in occupancy of any Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Unit and such other information as the Board may reasonably require to verify the age of each occupant. The Board shall notify the East Kingston Board of Selectman in writing within days of learning that a Unit is occupied by a person under the age of fifty-five (55). In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Unit for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Association under this Declaration and New Hampshire law.

(6) The Association shall be responsible for maintaining age records on all occupants of Units. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Paragraph G, including policies regarding visitors, updating of age records, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request. Such policies, procedures and rates shall be copied to the Board of Selectmen with thirty (30) days of compilation.

(7) The Association shall have the power, authority and responsibility to enforce this Paragraph G in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Units, requiring copies of birth certificates or other proof of age for each occupant of the Unit to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Unit which does not comply with the requirements and restrictions of this Article. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit which in the judgment of the Board are reasonably necessary to monitor compliance with this Article.

The Town of East Kingston shall also have the right and authority, but not the obligation, to enforce the provisions of this Paragraph G, by all lawful means.

(8) Each Owner shall be responsible for ensuring compliance of its Units with the requirements and restrictions of this Article and the rules of the Associate adopted herder by itself and bye tenants and other occupants of its Unit. EACH OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGRESS TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.

The full text of these restrictive covenants shall be printed in bold-faced type on every deed conveying a Unit within the Condominium before it is filed at the Rockingham County Registry of Deeds regarding the Condominium.

H. Occupancy. Occupancy of any Unit shall be limited to no more than two (2) residents per bedroom and must further be in accordance with the rules, regulations and ordinances of the Town of East Kingston and further subject to the laws of the State of New Hampshire and all applicable

federal laws. The Board of Directors may make any occupancy rules that are not in violation of the rules, regulations and ordinances of the Town of East Kingston.

I. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units; Support. Each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and/or within another Unit's Limited Common Area and serving the Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area. Any costs associated with the entry into a Unit to repair what is determined to be a Unit Owner's property and/ or maintenance responsibility shall be assessed to the Unit, including, but not limited to time, labor, materials and attorney's fees, if any.

J. Leases. Units may be rented, leased or otherwise granted to someone other than the Unit Owner only in its entirety and occupied only by the lessee/renter or other occupant, the Owner's family, servants and guests. Under no circumstances may individual rooms or portions of a Unit be rented or sub-rented separately. No temporary housing or home sharing, as determined by the Board of Directors, shall be allowed. Any such rentals referenced herein may be for no less than six (6) months without the written permission of the Board of Directors, which permission shall not be unreasonably withheld, the determination of which rests solely with the Board of Directors. Upon entering into any rental agreement, in any form, the Owner shall immediately forward to the Board of Directors the name of the tenants, email addresses, telephone number, and the length of the occupancy No sub-leasing of Units is allowed without the written permission of the Board of Directors. Any costs incurred by the Association to enforce this provision, including but not limited to attorney's fees, shall be assessed to the Unit Owner.

K. Owners Subject to Declaration, Bylaws and Rules and Regulations. All present and future Owners, tenants and occupants of Units, and any other person who might use the facilities of the Property in any manner, are

subject to the provisions of this Declaration, the Bylaws and the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time. The use of the Property and/or acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and Bylaws, the Rules to be adopted by the Board of Directors, and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Property. Each Owner shall comply therewith, and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages, for injunctive relief, for specific performance or for any other relief to be awarded by a court of law.

In the event that the Board of Directors does not vote to take action as described herein, each Owner shall be entitled to bring a private action to recover sums due, for damages, for injunctive relief or for any other relief to be awarded by a court of law.

All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors, and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorneys' fees, all as more particularly set forth in the Bylaws and as determined by a court of law.

Nothing herein, however, shall exempt a Unit Owner from paying all collection costs, including attorney's fees, should the Association prevail in any such collection case, and the determination of whether the collection costs are reasonable is left to the sole discretion of the Board of Directors.

L. Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, the Bylaws, the Rules, and the Condominium Act, each Owner shall have an easement in common with all other Unit Owners for ingress and egress through and use and enjoyment of the Common, but not the Limited Common, Area. Each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of all Common, but not Limited Common, Area by persons lawfully using or entitled to the same.

M. Property Subject to Covenants, Easements and Restrictions of Record. The Property is subject to all covenants, conditions, easements and restrictions or record, including, without limitation, those that are set forth and/or referred to in Appendix A.

N. Reservation of Utility and other Easements. The Association, through the Board of Directors, shall have perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Property, including but not limited to, cable, water, sewage disposal, snow removal, telephone, gas, internet and electrical systems, all for the benefit of the respective Owners, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. The intent of this Paragraph is to grant the Association the perpetual right to allow utility and other providers to enter onto the Common Area to inspect, maintain and otherwise access the utility services, which permission shall not be unreasonably withheld to utility providers. It is particularly noted that no use shall be permitted which could directly or indirectly degrade the quality of the Common Area or the groundwater beneath it. Uses that are prohibited include, but are not limited to, the following:

i. Storage, handling, transport, treatment or disposal of domestic or industrial wastewater, hazardous or regulated substances such as pesticides, gas, oil and other chemical, or hazardous or solid wastes;

ii. Any other use the New Hampshire Department of Environmental Services determines now or in the future would be detrimental to water quality; and

iii. Any other use the Board of Directors, in its sole discretion, deems inappropriate.

O. The Board of Directors is empowered to adopt and amend, from time to time, Rules concerning the use of the Property and the operation of the Association, which Rules shall be furnished in writing to all Owners and which shall not be violated. The Rules may not conflict with the provisions of the Declaration or Bylaws.

P. Notwithstanding anything herein to the contrary, all such determinations listed in this Paragraph 8 are left to the sole discretion of the Board of Directors. Further, the Board may withdraw the consents of the Board referred to in this Paragraph 8 whenever it deems such withdrawal to be in the best interest of the Condominium. Any such decision may be appealed to the Owners at the next scheduled Association meeting which shall be scheduled with all due haste.

9. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Property covered by the Association's master casualty and liability policy by fire, or other casualty, the proceeds of the master casualty policy shall, pursuant to the Condominium Act, as amended from time to time, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B; 34 as amended from time to time. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims. The provisions of Article VII of the Bylaws shall determine the extent to which any part of the Condominium shall be reconstructed or repaired.

10. Specific Performance. Both the Association and any aggrieved Unit Owner shall have the right, as against other Unit Owners who fail to comply with the provisions of the condominium instruments, to specifically enforce the terms of these documents. Similarly, each Owner shall have the right to bring an action for specific performance against the Association, in the event the Association shall fail to comply with the provisions of the condominium documents. The prevailing party shall be entitled to attorney's fees and costs associated with such action in the discretion of the Court.

11. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and/or subdivision of Units will be permitted subject to compliance with the provisions thereof in the Condominium Act, the provisions of this Declaration and the Bylaws and the provisions of any applicable governmental law, ordinance or regulation. The requesting Owner(s) shall be responsible for all costs, including any updates to the condominium instruments as that term is defined in the Condominium Act and any Rules of the Association as adopted from time to time, additionally including, but not limited to, any attorney's fees incurred by or on behalf of the Association.

ARTICLE III
AMENDMENTS

This Declaration of Condominium and Bylaws of the Association may be amended by a vote in accordance with Article II of the Bylaws and by an instrument in writing signed, acknowledged and recorded as provided by the Act, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire subject to the following:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. No Amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners effected shall consent. Further, no Amendment shall change the boundaries of any Unit or the share of the Common Areas appurtenant to it, or increase an Owner's share in the Common Area, unless all of the record Owners of the Units concerned and all the record owners of mortgages thereon, shall join in the execution of the Amendment.

3. The percentage of Units necessary to pass an Amendment shall be dictated by RSA 356-B: 34, as amended from time-to-time.

ARTICLE IV
INSURANCE

The Board of Directors shall obtain and maintain insurance at all times for the FULL REPLACEMENT COST, including for building and safety code upgrades, fire, quake (in the discretion of the Board or as may become required by law), flood (in the discretion of the Board of Directors or as may become required by law), and extended coverage insurance of the type and kind and in at least the amounts provided in the Bylaws, a master liability policy covering the Unit Owners' Association, the Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the Association, and all Unit Owners or other persons entitled to occupy any Unit or any portion of the condominium. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within the Owner's Unit or within the Limited Common Area over which the Owner has exclusive use and such other policies as the Board of Directors shall designate, including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium complexes of similar construction, design and use; such insurance shall at all times be sufficient to finance the reconstruction of all improvements to the Common Area, and such insurance shall be subject to a master

insurance deductible to be determined annually by the Board of Directors with notice of same to the Owners provided that:

1. All policies shall be written with a company licensed to do business in the State of New Hampshire.

2. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors of the Association, to be held in accordance with Article II, Paragraph 9 herein as a common fund.

3. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.

4. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners for their mortgages.

5. Each Unit Owner shall obtain fire, quake (in the discretion of the Owner or as may become required by law), flood (in the discretion of the Owner or as may become required by law) and extended coverage for their Unit, covering the portions of the Unit not covered by the Master Policy and any other insurance for liability the Owner or the Board of Directors deems appropriate.

Further, the Owner's policy shall cover the deductible contained in the Master Policy.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association, and each Owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Certificates of proof of all such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed annually with the Board of Directors on a date to be determined by the Board. Should the Owner fail to provide such proof, the Board of Directors is authorized to acquire such insurance on the Unit and assess the cost of same to the Owner.

Any costs incurred by the Board of Directors to enforce this provision, including any attorney's fees incurred by the Board to acquire a copy of the policy and/or certificate of insurance shall be assessed to the Unit Owner.

6. Each Owner must obtain insurance for the Owner's benefit and at the Owner's expense insuring all personal property presently or hereafter located in the Owner's Unit or Limited Common Area as the case may be.

7. The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

A. A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, and Owners and their respective servants, agents and guests;

B. The Master Policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

C. The master policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors or Manager cure the defect; and

D. That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.

8. The annual insurance review the Board of Directors is required to conduct as provided in Article VI, Paragraph 2(A) of the Bylaws shall include a review of all coverages included in the Master Policy.

9. The Master Policy shall cover all parts of the Common Area, including structures thereon, under fire and multi-peril policies issued in this State.

10. All notices, changes or modification must be sent to all Owners, in a manner determined by the Board of Directors, prior to their implementation.

ARTICLE V
ASSOCIATION

The operation of the Condominium shall be by an incorporated or unincorporated Association. The Association shall have all of the powers and duties as set forth in the Condominium Act except as limited by this Declaration and the Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and the Bylaws and as they may be amended from time to time.

1. Membership in the Association.

A. Qualifications. The members of the Association shall consist of all the record Owners of the Units.

B. Change of Membership and Mortgages. Change of membership in the Association shall be established by recording in the Registry of Deeds for Rockingham County, State of New Hampshire a deed establishing record title to a

Unit in the Condominium. The Buyer shall immediately deliver to the Board of Directors of the Association a copy of the deed showing the Volume and Page of same. Should the Owner fail to do so within thirty (30) days of the date of the filing of said Deed (or within thirty days of the passage of this provision), the Board of Directors may acquire one, and the Owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the Unit until paid in full. The Board of Directors shall keep such copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The Unit Owner designated by such instrument shall thereby become a member of the Association. At such time, the membership of the prior Unit Owner shall be thereby terminated.

No one shall enter into a reverse mortgage without ensuring that all condominium fees, assessments, fines, interest and other costs, if any shall be, from the time of the signing of the reverse mortgage, paid by the mortgagee directly to the Association.

All costs, including Registry and attorney's fees, incurred to enforce this Paragraph, shall be assessed to the Unit and shall act as a lien against the Unit until paid in full.

C. Voting Rights. A member of the Association shall be entitled to cast one (1) vote for each Unit owned. All votes shall be weighted according to the Unit's Percentage of Undivided Interest as noted in Appendix B. When there is more than one record Owner, any of such persons may attend any meeting of the Association and cast the vote of such Unit, but if more than one (1) such Owner shall attend, it shall be necessary for those present to act unanimously in order to cast any vote(s) to which they are entitled.

D. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

E. Members may vote at all Association meetings by written proxy as provided by the Act and as properly delivered to the Board of Directors. Members of the Board of Directors may neither vote, nor participate in Board meetings by proxy.

2. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors the members of which shall be designated in the manner provided in the Bylaws.

3. Limitations upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be

liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

4. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Appendix C.

5. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration and the Bylaws.

ARTICLE VI
RIGHTS OF FIRST MORTGAGEE

1. The Holder, insurer or guarantor of the mortgage on any Unit in the Condominium is entitled, upon written request or upon decision of the Board of Directors, to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage;

(b) Any delinquency of sixty (60) days or more in the payment of assessments or other charges owed by the Owner of any Unit on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

(d) Any proposed action that requires by law the consent of a specified percentage of institutional first mortgage holders.

2. Any holder, insurer or guarantor of a first mortgage has the right to inspect the Condominium's legal documents during reasonable business hours and as further restricted in the Bylaws attached hereto as Appendix C. Any such mortgage holder shall be permitted to have an audited statement prepared at its own expense.

3. Notwithstanding any other provision of this Declaration or its Bylaws, the Association shall, upon the request of any institutional first mortgagee of a Unit, or their assigns, render the following written warranties which shall be binding upon the Association:

A. That as far as is known to the Association, the Condominium has been created and exists in full compliance with the applicable laws of the State of New Hampshire and the Town of East Kingston.

B. That any such mortgagee or its assigns may take title to a Unit pursuant to the power of sale contained in its mortgage or accept a deed or assignment of title in lieu of foreclosure or sell or lease a Unit so acquired by said mortgagee.

C. That any said mortgagee's obligation upon acquiring or succeeding to title in any said Unit for unpaid assessments or fees accruing prior to said mortgagee's taking or succeeding to a Unit Owner's title is subject to New Hampshire law.

D. That except as provided by the Act, in the case of condemnation or substantial loss of the Units and/or Common Areas, the Association shall not by act or omission seek to abandon or terminate the Condominium other than pursuant to the provisions of RSA 356-B: 34 as amended from time-to-time; nor change the proration of interest or obligations of any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro-rata share of ownership of each Unit in the Common Area; nor partition or subdivide, encumber, sell or transfer the Common Area except for easements for public utilities and public services consistent with the intended use of the Common Area; nor use hazard insurance proceeds for losses to the Condominium for other than repair, replacement or reconstruction of the Condominium.

E. That all taxes, assessments and charges that are due and payable have been paid and are assessed on individual Units and not on the Common Areas separate from Units.

F. That all improvements to the Condominium are included within the Common Area and/or the Units, and the first mortgagee of any Unit has an equivalent undivided interest in such Common Area to the Unit so mortgaged and that all improvements have been installed, completed and in operation, if such be true.

G. That Condominium assessments include adequate reserves for repair of Common Areas and are payable monthly or as otherwise determined by the Board of Directors.

H. That any management contract or other agreement has a term not exceeding three (3) years and may be terminated by either party without cause or penalty upon ninety (90) days written notice to the other party.

I. That no default of the Unit Owner's obligations to the Association exists with regard to a Unit, or has arisen within the sixty (60) day period prior to the request for such information, which remains uncured as of the date of certification of such fact by the Association; or if any such default exists, the nature and status thereof.

4. Notwithstanding anything to the contrary in this Declaration or the Bylaws or in any mortgage on any Unit in the Association, nothing shall give a mortgagee the right to proceeds from any Master Insurance Policy claim absent the written approval of the Board of Directors.

ARTICLE VII
PARTITION

There shall be no judicial partition of the Condominium or any part thereof unless the Property has been removed from the provisions of the Condominium Act as provided in the Act; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit, nor shall it subdivide any Unit.

ARTICLE VIII
INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to affect its purpose of creating a uniform plan for the development and operation of a Condominium. Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules shall not constitute a waiver of the right to enforce said provision.

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

Further, the order of priority between the Declaration, the Bylaws and the Rules, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and the Bylaws preside over conflicting language in the Rules.

ARTICLE IX
SEVERABILITY

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

ARTICLE X
EFFECTIVE DATE

This Amended Declaration shall take effect upon recording at the Rockingham County Registry of Deeds.

APPENDIX A

A legal description of the Property is found in the Rockingham County Registry of Deeds beginning at Book 4636, Page 1534 and is incorporated herein.

APPENDIX B

Each Unit is accorded an equal Percentage of Undivided Interest in the Common Area for voting and assessments.

Town of East Kingston

7/31/2024

Bill Information

Bill Number:	2023P02008107
Description:	Property Tax
Property ID:	6-2-10-11
Owner:	LAMBERT,DAVID/BARBARA,TRUSTEES
Address:	20 CORNERSTONE ROAD
Bill Date:	12/18/2023
Due Date:	12/18/2023

Bill Amount:	$4,717.00
Interest:	$0.00
Costs:	$0.00
Total:	$4,717.00
Payments:	$4,717.00
Balance Due:	$0.00

Paid By: 2995

Details

Description	Date	Tax Year	Period	Amount
Payment - Principal	11/29/2023	2023	2	($4,717.00)
Property Tax	12/18/2023	2023	2	$4,717.00

Town of East Kingston Print Now

Parcel ID:	000006 000002 010-11 (CARD 1 of 1)
Owner:	LAMBERT,DAVID/BARBARA,TRUSTEES
	LAMBERT FAMILY REVOCABLE TRUST
Location:	20 CORNERSTONE ROAD
Acres:	0.000

General

Valuation

Building Value:	$235,900
Features:	$124,300
Taxable Land:	$0
Card Value:	$360,200
Parcel Value:	$360,200

Listing History

List Date	Lister
07/13/2022	RWVM
01/01/2022	INSP
07/29/2019	JBHC
06/02/2017	JBVM
01/30/2017	INSP

Notes: YELLOW; CORNERSTONE DEV (UNIT 11), PLAN D33704 MODEL B, DUPLEX UNIT,CW 8+2% NO HEAT UFF=FD; 2/13 NOH; PU PAT; EST CTH NOT VLT; FIX RBU DUE TO GRADE;06/17 NOH;NC TO EXT; 7/22; INFO @ DOOR; EXT COND=GD; WELL MAINT;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2023	$235,900	$124,300	$0	Cost Valuation	$360,200
2022	$235,900	$124,300	$0	Cost Valuation	$360,200
2021	$235,900	$124,300	$0	Cost Valuation	$360,200
2020	$235,900	$124,300	$0	Cost Valuation	$360,200
2019	$235,900	$124,300	$0	Cost Valuation	$360,200
2018	$199,300	$84,300	$0	Cost Valuation	$283,600
2017	$199,300	$84,300	$0	Cost Valuation	$283,600
2016	$199,300	$84,300	$0	Cost Valuation	$283,600
2015	$199,300	$84,300	$0	Cost Valuation	$283,600
2014	$199,300	$84,300	$0	Cost Valuation	$283,600
2013	$184,300	$124,300	$0	Cost Valuation	$308,600
2012	$199,700	$153,000	$0	Cost Valuation	$352,700
2011	$199,700	$153,000	$0	Cost Valuation	$352,700
2010	$197,600	$153,000	$0	Cost Valuation	$350,600
2009	$199,700	$153,000	$0	Cost Valuation	$352,700
2008	$181,500	$93,000	$0	Cost Valuation	$274,500
2007	$181,500	$93,000	$0	Cost Valuation	$274,500
2006	$0	$67,500	$0	Cost Valuation	$67,500

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
10/18/2010	IMPROVED	NO - FAMILY/RELAT GRNTR/E	$0	LAMBERT, DAVID C	5155	1694
09/26/2007	IMPROVED	YES	$330,000	BEAULIEU,RB/ML	4846	2140
08/20/2007	IMPROVED	NO - NO STAMP PER DEED	$0	NOC REALTY LCC	4835	2887
04/27/2006	IMPROVED	YES	$332,800	NOC REALTY LLC	4647	1181

Land

Size:	0.000 Ac.	**Site:**	GOOD
Zone:	01 - Z1RES	**Driveway:**	PAVED
Neighborhood:	AVERAGE+20	**Road:**	PAVED
Land Use:	1F RES		
		Taxable Value:	$0

Building

1.5 STORY CONDO Built In 2005

Roof:	GABLE OR HIP	**Bedrooms:**	2	**Quality:**	AVG+20
	ASPHALT	**Bathrooms:**	2.0	**Size Adj.**	0.9506
Exterior:	VINYL SIDING			**Base Rate:**	88.00
		Extra Kitchens:	0	**Building Rate:**	1.1745
Interior:	DRYWALL	**Fireplaces:**	0		
		Generators:	1	**Sq. Foot Cost:**	103.35
Flooring:	CARPET	**AC:**	YES	**Effective Area:**	2,783
	HARDWOOD		100%	**Gross Living Area:**	2,186
Heat:	GAS				
	FA DUCTED			**Cost New:**	$287,623

Depreciation

Normal	Physical	Functional	Economic	Temporary	Total Dpr.	Assessment
GOOD 8%	0%	CW 10%	0%	0%	18%	$235,900

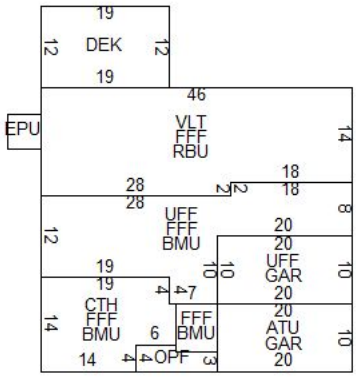
Features

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes
CORNERSTONE CL	1		100	120000.00	100	$120,000	
FIREPLACE 1-STAND	1		100	3000.00	100	$3,000	
PATIO	128	8 x 16	185	7.00	80	$1,326	EST/SHAPE
					Total:	**$124,300**	

Photo



Sketch



Code	Description	Area	Eff Area	GL Area
VLT	VAULTED	700	35	0
FFF	FST FLR FIN	1,490	1,490	1,490
RBU	RAISED BSMNT UNFIN	700	175	0
BMU	BSMNT UNFINISHED	790	119	0
GAR	GARAGE ATTCHD	400	180	0
ATU	ATTIC UNFINISHED	200	20	0
OPF	OPEN PORCH	42	11	0
CTH	CATHEDRAL CEILING	252	25	0
DEK	DECK/ENTRANCE	228	23	0
EPU	COVERED BSMNT ENTRY	25	9	0
UFF	UPPER FLR FIN	696	696	696
	Totals		**2,783**	**2,186**

Printed on 07-16-24

Town of East Kingston

7/31/2024

Bill Information

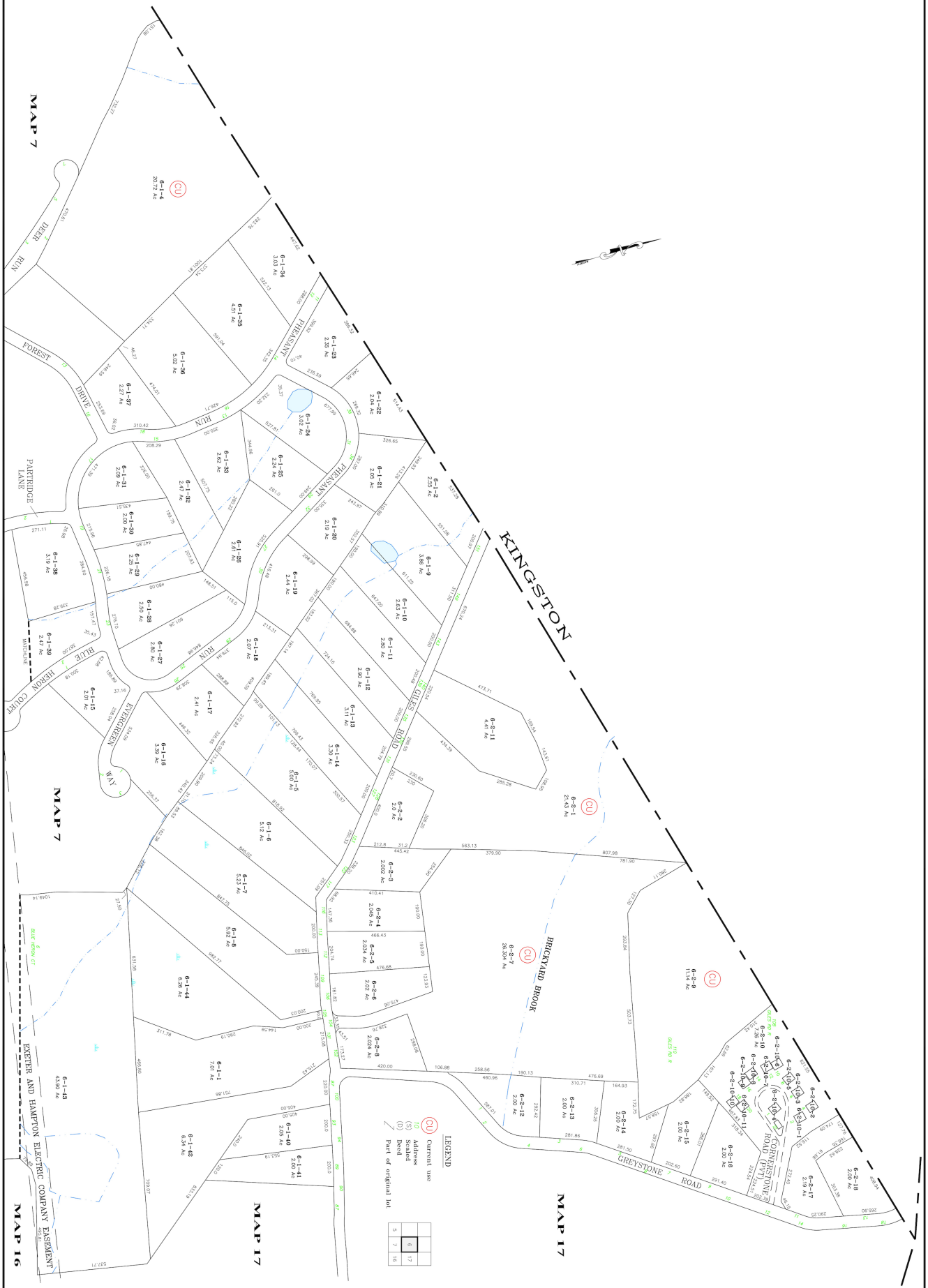
Bill Number:	2024P01008205
Description:	Property Tax
Property ID:	6-2-10-11
Owner:	LAMBERT,DAVID/BARBARA,TRUSTEES
Address:	20 CORNERSTONE ROAD
Bill Date:	7/1/2024
Due Date:	7/1/2024

Bill Amount:	$4,289.00
Interest:	$0.00
Costs:	$0.00
Total:	$4,289.00
Payments:	$4,289.00
Balance Due:	$0.00

Paid By: 3035

Details

Description	Date	Tax Year	Period	Amount
Payment - Principal	6/13/2024	2024	1	($4,289.00)
Property Tax	7/1/2024	2024	1	$4,289.00


KINGSTON
MAP 7
MAP 16
MAP 17
MAP 17
DEER RUN
FOREST DRIVE
PARTRIDGE LANE
PHEASANT RUN
PHEASANT RUN
HERON COURT
BLUE HERON CT
EVERGREEN WAY
GILES ROAD
BRICKYARD BROOK
GREYSTONE ROAD
GREYSTONE (PVT)
EXETER AND HAMPTON ELECTRIC COMPANY EASEMENT
6-1-4 20.72 Ac
6-1-34 3.03 Ac
6-1-35 4.51 Ac
6-1-36 5.02 Ac
6-1-37 2.27 Ac
6-1-29 2.35 Ac
6-1-22 2.04 Ac
6-1-24 3.02 Ac
6-1-38 2.62 Ac
6-1-25 2.24 Ac
6-1-21 2.05 Ac
6-1-2 2.59 Ac
6-1-31 2.09 Ac
6-1-32 2.47 Ac
6-1-30 2.19 Ac
6-1-9 3.86 Ac
6-1-30 2.00 Ac
6-1-28 2.61 Ac
6-1-10 2.63 Ac
6-1-38 3.19 Ac
6-1-29 2.33 Ac
6-1-19 2.44 Ac
6-1-11 2.80 Ac
6-1-28 2.50 Ac
6-1-27 2.60 Ac
6-1-18 2.07 Ac
6-1-12 2.90 Ac
6-1-39 2.47 Ac
6-1-15 2.01 Ac
6-1-17 2.41 Ac
6-1-13 5.11 Ac
6-1-16 3.59 Ac
6-1-14 3.30 Ac
6-1-5 5.00 Ac
6-2-2 2.01 Ac
6-2-1 21.43 Ac
6-2-11 4.41 Ac
6-1-6 5.12 Ac
6-2-3 2.002 Ac
6-1-7 5.23 Ac
6-2-4 2.046 Ac
6-2-5 2.024 Ac
6-2-7 26.304 Ac
6-2-6 11.14 Ac
6-1-8 5.92 Ac
6-2-6 2.02 Ac
6-1-44 6.26 Ac
6-2-8 2.024 Ac
6-1-43 43.90 Ac
6-1-1 7.01 Ac
6-2-12 2.00 Ac
6-2-13 2.00 Ac
6-2-14 2.00 Ac
6-2-15 2.00 Ac
6-2-16 2.00 Ac
6-1-40 2.05 Ac
6-1-42 6.34 Ac
6-1-41 2.00 Ac
6-2-10-1 thru 6-2-10-11
6-2-17 5.18 Ac
6-2-18 2.00 Ac
LEGEND
CU Current use
(S) Address Scaled
(D) Deed
Part of original lot
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
PROPERTY MAP
EAST KINGSTON
NEW HAMPSHIRE
The data on this map has been compiled from a variety of sources granted voluntarily by private owners and official sources and is not to be considered legal location of property boundary lines. The TOWN OF EAST KINGSTON assumes no responsibility for the accuracy of individual parcels.
Prepared by
DOLLARD ASSOCIATES
73 DOLLARD ROAD
AUBURN, NH 03032-3135
(603) 483-8323
Date of original dwg:
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