

2242-0475

DECLARATION OF CONDOMINIUM
EMBASSY SOUTH CONDOMINIUM
HAMPTON, NEW HAMPSHIRE

DECLARATION made this 19 day of August, 1975, by
MILDRED TATONE of North Hampton, New Hampshire, being the sole
owner of the lands described herein and the improvements thereon,
by virtue of a deed dated August 19, 1975 and recorded at
Volume 2242 pg 0474 of the Rockingham County Registry of Deeds,
hereby declares her intent to submit the land and buildings herein
described to the condominium form of ownership and use in the
manner provided by New Hampshire Revised Statutes Annotated,
Chapter 479-A, Unit Ownership of Real Property, herein called
"The Condominium Act". The owner shall henceforth be called
"Developer" for the purposes of this Declaration and said term
shall apply to the owner, her successors and assigns.

I. DEFINITIONS

The terms herein shall have the meanings stated in The Condo-
minium Act, and as follows, unless the context otherwise requires:

1. Association means the Association of Unit Owner of
Embassy South Condominium.
2. Common Area means the areas and facilities specifically
set forth by The Condominium Act at New Hampshire Revised Statutes
Annotated, Chapter 479-A:1 (VI).
3. Common Expenses include:
 - a. Expenses of Administration, expenses of maintenance,
operation, repair or replacement of the Common Area and fa-
cilities and portions of the Units to be maintained by the

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Association (as well as the items stated in The Condominium Act).

b. Expenses declared Common Expenses by the provisions of this Declaration or the By-Laws of the Association.

c. Any valid charge against the Condominium as a whole.

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

6. Utility Services shall include services as that term is used in The Condominium Act and shall be treated as common facilities only when they are "central services" as contemplated by The Condominium Act.

II. DESCRIPTION OF THE LAND ON WHICH THE BUILDINGS AND IMPROVEMENTS

ARE TO BE LOCATED AS REQUIRED BY NEW HAMPSHIRE R.S.A. 479-A:10

(I).

A certain tract or parcel of land together with the buildings thereon, situate on the Southerly side of High Street, so-called, in Hampton, County of Rockingham and State of New Hampshire, and bounded and described as follows:

Beginning at a stake at the Southerly side of said High Street at land now or formerly of Wentworth; thence North 78° 48' 36" East for a distance of 71.66 feet to a point; thence continuing along said High Street North 78° 14' 57" East for a distance of 149.85 feet to a point; thence North 73° 19' 13" East along the said Southerly side of High Street for a distance of 91.90 feet to a point; thence South 21° 30' 41" East along land now or formerly of Kenison for a distance of 190.90 feet to an iron pipe set in the ground; thence South 48° 48' 13" West along Nook Lane, so-called, for a distance of 121.80 feet to a point; thence South 47° 50' 13" West along said Nook Lane for a distance of 37.10 feet to a point; thence South 68° 43' 10" West along said Nook Lane for a distance of 9.57 feet to a point; thence North 82° 42' 03" West along said Nook Lane for a distance of 41.48 feet to a point; thence North 80° 05' 46" West along said Nook Lane for a distance of 173.28 feet to a point; thence North 11° 01' 33" West along said land now or formerly of Wentworth for a distance of 183.72 feet to the point of beginning.

Together with any and all right of the Grantor in and to that portion of Nook Lane, so-called, between the stone walls which bound the said Nook Lane.

III. DESCRIPTION OF THE BUILDING, NUMBER OF STORIES, NUMBER OF UNITS
AND THE PRINCIPAL MATERIALS OF WHICH THEY ARE CONSTRUCTED, ALL
AS REQUIRED BY NEW HAMPSHIRE R.S.A. 479-A:10 (II).

The Condominium contains one (1) building and twenty-four (24) Units. The building is one hundred thirty-two (132) feet in length and sixty-four and four tenths (64.4) feet in width. The total square footage of the building will be approximately eight thousand four hundred and ninety (8,490) square feet. The building is three (3) stories in height and contains no basement. It is of contemporary design and of wood frame construction. The building contains entrances and exits at the Easterly and Westerly ends of the building. The floor of the first floor is of concrete. The floors of the second and third floors are of plywood base covered by lightweight concrete. The exterior surface consists of one-half (1/2) inch impregnated sheathing with a brick veneer. The interior walls contain insulation, sound proofing and are covered by five-eighths (5/8) inch fire shield sheetrock. The windows in all Units are combination aluminum sliding windows and screens. Each Unit contains a patio or balcony. The doors exiting to the patio are of sliding combination doors and screens and the door to the front of each Unit is of core metal construction. The residential Units in the building are numbered in sequence except that no Unit is designated as Unit #13. Each Unit is wholly contained on one (1) floor. The utility room located on the first or ground floor shall be excluded from Unit #3, and shall be designated as a Common Area. Each Unit is equipped with one (1) General Electric model air conditioning unit with a B.T.U. capacity of nine thousand (9,000) B.T.U.'s. The air conditioning unit is located within the wall of the building and the Unit. Each Unit also contains an air conditioning space or sleeve capable of containing a second air conditioning unit at the discretion of the Unit Owner. The roof of the building is of rolled tar paper and gravel construction. The building includes an enclosed storage area located on the roof of

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the building containing twenty-four (24) separate storage spaces. The storage area is a Common Area. The building contains three (3) types of Units separately designated as Type A, two (2) bedroom Unit; Type B, two (2) bedroom Unit; and, Type C, one (1) bedroom Unit, all of which are located and designated on the Floor Plans to be filed at the Rockingham County Registry of Deeds. There are twelve (12) Type A Units, eleven (11) Type B Units and one (1) Type C Unit. The Type A Units are all corner Units.

IV. UNIT NUMBER OF EACH UNIT, STATEMENT OF ITS LOCATION, APPROXIMATE AREA, NUMBER OF ROOMS, IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AND ALL OTHER DATA AS REQUIRED BY NEW HAMPSHIRE R.S.A. 479-A:10 (III).

1. The following provisions shall determine the boundaries of each Unit:

a. Boundaries - Each Unit shall include that part of the building which shall lie within the following:

(i) Horizontal boundaries - The upper and lower boundaries of each Unit shall be:

(a) Floors - Those Units located on the ground or first floor, the upper surface of the subflooring of the ground or first floor; for those Units located on the second floor, the upper surface of the subflooring of the second floor; for those Units located on the third floor, the upper surface of the subflooring of the third floor.

(b) Ceilings - The plane of the lower surface of the ceiling.

(ii) Vertical boundaries - The vertical boundaries of each Unit shall be:

(a) Interior building walls - The plane of the interior surface of the wall.

(b) Exterior building walls - Doors, windows and outer extension of the air conditioning units servicing each Unit.

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(1) Exterior building walls - The plane of the interior surface of the walls and where there is attached to the building a patio, deck or other portion of the building serving only the Unit being bounded, such boundaries shall be deemed to include all of such structures and the fixtures thereon.

(2) Doors and windows - The outer surface of the door and the outer surface of the window sash.

(iii) Individual description of Units and statement of location

UNIT #1 is a Type A two (2) bedroom Unit located on the first floor of the building. It is located on the Westerly end of the building with the Northwest corner of the Unit being constructed at a point which is approximately XXXXX 78.5 feet Southerly of the sideline of High Street. The Unit is approximately 850 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #2 is a Type B two (2) bedroom Unit located on the first floor of the building. It is located between Unit #1 and Unit #3. The Unit is approximately 945 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #3 is a Type C one (1) bedroom Unit located on the first floor of the building. It is located between Unit #4 and the utility room, which is a Common Area. The Unit is approximately 678 square feet in living area and contains a living room, one (1) bedroom, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #4 is a Type A two (2) bedroom Unit located on the first floor of the building. It is located on the Easterly end of the building with the Northeast corner of the Unit being constructed at a point which is approximately forty

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(40) feet Southerly of the sideline of High Street. The Unit is directly adjacent to Unit #3. The Unit is approximately 850 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #5 is a Type A two (2) bedroom Unit located on the first floor of the building. It is located on the Easterly end of the building with the Northeast corner of the living room area being constructed at a point which is approximately 44.8 feet Southerly of the sideline of High Street. The Unit is directly adjacent to Unit #6. The Unit is approximately 850 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #6 is a Type B two (2) bedroom Unit located on the first floor of the building. It is located between Unit #5 and Unit #7. The Unit is approximately 942 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #7 is a Type B two (2) bedroom Unit located on the first floor of the building. It is located between Unit #8 and Unit #6. The Unit is approximately 949 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #8 is a Type A two (2) bedroom Unit located on the first floor of the building. It is located on the Westerly end of the building with the Northwest corner of the living area being constructed at a point which is approximately 42.5 feet Southerly of the sideline of High Street. The Unit is approximately 850 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a patio off the living room area. The Unit has immediate access to the hallway which has entrances and exits on the Easterly and Westerly ends of the building.

UNIT #9 is a Type A two (2) bedroom Unit located on the second floor of the building. It is located on the Westerly end of the building and directly above Unit #1 and

directly adjacent to Unit #10. The Unit is approximately 852 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #10 is a Type B two (2) bedroom Unit located on the second floor of the building. It is located between Unit #9 and Unit #11. It is located directly above Unit #2. The Unit is approximately 954 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #11 is a Type B two (2) bedroom Unit located on the second floor of the building. It is located between Unit #10 and Unit #12. It is located directly above Unit #3 and the utility room. The Unit is approximately 952 XXXXXX square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #12 is a Type A two (2) bedroom Unit located on the second floor of the building. It is located on the Easterly end of the building directly adjacent to Unit #11 and directly above Unit #4. The Unit is approximately 852 XXXXXXXX square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #14 is a Type A two (2) bedroom Unit located on the second floor of the building. It is located on the Easterly end of the building directly adjacent to Unit #15 and above Unit #5. The Unit is approximately 846 XXX square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

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UNIT #15 is a Type B two (2) bedroom Unit located on the second floor of the building. It is located between Unit #16 and Unit #14. It is located directly above Unit #6. The Unit is approximately 952 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #16 is a Type B two (2) bedroom Unit located on the second floor of the building. It is located between Unit #17 and Unit #15. It is located directly above Unit #7. The Unit is approximately 950 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #17 is a Type A two (2) bedroom Unit located on the second floor of the building. It is located on the West-erly end of the building directly adjacent to Unit #16 and directly above Unit #8. The Unit is approximately 843 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #18 is a Type A two (2) bedroom Unit located on the third floor of the building. It is located on the West-erly end of the building directly adjacent to Unit #19 and directly above Unit #9. The Unit is approximately 841 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #19 is a Type B two (2) bedroom Unit located on the third floor of the building. It is located between Unit #18 and Unit #20 and directly above Unit #10. The Unit is approximately 957 square feet in living area and contains a living room, two bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access

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to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #20 is a Type B two (2) bedroom Unit located on the third floor of the building. It is located between Unit #19 and Unit #21 and directly above Unit #11. The Unit is approximately 957 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #21 is a Type A two (2) bedroom Unit located on the third floor of the building. It is located on the Easterly end of the building directly adjacent to Unit #20 and directly above Unit #12. The Unit is approximately 854 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #22 is a Type A two (2) bedroom Unit located on the third floor of the building. It is located on the Easterly end of the building directly adjacent to Unit #23 and directly above Unit #14. The Unit is approximately 856 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #23 is a Type B two (2) bedroom Unit located on the third floor of the building. It is located between Unit #24 and Unit #22 and directly above Unit #15. The Unit is approximately 952 square feet in living area and contains a living room, two (2) bedrooms, dining room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #24 is a Type B two (2) bedroom Unit located on the third floor of the building. It is located between Unit #25 and Unit #23 and directly above Unit #16. The Unit is approximately 954 square feet in living area and contains a living room, two (2) bedrooms, dining

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room, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

UNIT #25 is a Type A two (2) bedroom Unit located on the third floor of the building. It is located on the Westerly end of the building directly adjacent to Unit #24 and directly above Unit #17. The Unit is approximately 852 square feet in living area and contains a living room, two (2) bedrooms, kitchen and in addition, one full bath and closet space. The Unit includes a balcony area which is located off the living room area. The Unit has immediate access to the hallway which is serviced by staircases on the Easterly and Westerly ends of the building which lead to the entrances and exits on the first floor of the building.

2. Units - Floor plans. As provided by New Hampshire R.S.A. 794-A:12, a complete set of the floor plans for the building is filed with the Rockingham County Registry of Deeds as Plan # D-5389 through D-5389-3

V. DESCRIPTION OF THE COMMON AREAS AND FACILITIES AS REQUIRED BY NEW HAMPSHIRE R.S.A. 479-A:10 (IV).

The Common Areas and facilities shall include all parts of the Condominium including the building, that are not included with the boundaries of the Units and facilities as provided in this Declaration. The Common Areas and facilities shall also include the structure located on the Easterly end of the roof of the building which contains storage spaces designated for each Unit. The Common Area of such structure shall specifically include all walls, roof or other materials which comprise the said storage structure. The Common Areas further include the parking lot area which surrounds the building. Each Unit shall be designated two (2) parking spaces within the parking lot, which shall be numbered to correspond with each Unit. The sprinkler system located in the closet in each Unit shall be included in the Common Area.

VI. VALUE OF THE PROPERTY AND OF EACH UNIT AND PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES PERTAINING

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TO EACH UNIT AND ITS OWNER FOR ALL PURPOSES, INCLUDING VOTING
AS REQUIRED BY NEW HAMPSHIRE R.S.A. 479-A:10 (VI).

The value of the property and of each Unit and the percentage of undivided interest in the Common Areas and facilities pertaining to each Unit and its Owner for all purposes, including voting is herewith set out in Schedule A attached to this Declaration.

VII. STATEMENT OF PURPOSES, USE AND RESTRICTIONS, AS REQUIRED BY
NEW HAMPSHIRE R.S.A. 479-A:10 (VII).

The Units and the Common Areas shall be occupied subject to the following restrictions:

1. An Owner shall not occupy or use his Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests. Occupancy of each Unit shall be limited to the following number of persons:

One bedroom - two (2) persons

Two bedrooms - four (4) persons

2. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium Units, including, but not limited to the right to maintain models, having signs identifying Units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show Units for sale. All furniture and furnishings and equipment in the model Units, signs and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Developer. In the event there are unsold Condominium Units, Developer's right as the Owner of said unsold Units shall be the same as all other Unit Owners in the Condominium and the Developer, as the Owner of the Condominium Units, shall contribute to the common expenses in the same manner as other Condominium Units Owners and shall have a vote

in the Association for each unsold Condominium Unit.

3. There shall be no obstructions of the Common Areas. Except in the case of designated storage areas and parking areas, nothing shall be stored in the Common Area without the prior consent of the Board of Directors.

4. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on any Unit or any part of the Common Areas or which would be in violation of any law. No waste will be permitted in the Common Areas.

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

6. No animals, livestock or poultry of any kind including cats, dogs or other household pets shall be kept in any Unit or in the Common Area without the express written permission of the Board of Directors or Manager, as the case may be.

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

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

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

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

11. An Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any of the buildings.

12. Entire Units may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented separately.

VIII. AGENT FOR SERVICE OF PROCESS AS REQUIRED BY NEW HAMPSHIRE
R.S.A. 479-A:10 (VIII).

Until such time as the Developer transfers the right and responsibility to elect a Board of Directors to the Owners as provided in the By-Laws, the name and address of the person in Rockingham County, State of New Hampshire, for the service of process in matters pertaining to the property as provided by New Hampshire R.S.A. 479-A:10 is John J. Ryan, Attorney, 459 Lafayette Road, Hampton, New Hampshire; thereafter the person to receive service of process shall be any member of the Board of Directors or Manager residing in Rockingham County, State of New Hampshire. If no member of the Board of Directors or Manager resides in Rockingham County, the person to receive service of process shall be designated by formal amendment to this Declaration as herein provided.

IX. RECONSTRUCTION OR REPAIR AFTER CASUALTY AND VOTING REQUIREMENTS IN THE EVENT OF DAMAGE OR DESTRUCTION, AS REQUIRED BY
NEW HAMPSHIRE R.S.A. 479-A:10 (IX).

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1. Determination to reconstruct or repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Areas and facilities - If the damaged improvements is a Common Area or facility other than the building or a portion of the building, the damaged property shall be reconstructed or repaired.

b. Building -

(i) Partial destruction - If the damaged improvement is the building, and if any Unit in the building is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired with construction to begin within sixty (60) days of the casualty.

(ii) Total destruction - If the damaged improvement is the building and if none of the Units in the building is found by said Board of Directors to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty at least ninety (90%) percent of all the Unit Owners vote at a meeting duly called, not to reconstruct the destroyed building and, in the event of a vote not to reconstruct, said Board of Directors are hereby authorized to sell and shall sell the property and distribute the net proceeds from the sale in accordance with New Hampshire R.S.A. 479-A, Section 25.

c. Certificate - The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications

for the original building in regard to exterior appearance, size, dimensions and all portions of Common Areas, or otherwise in accordance with plans and specifications approved by the Board of Directors of the Association, and by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

3. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, 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.

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

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amount to provide funds for the payment of such cost. Such assessments against Unit Owners for damage to Units, shall be to the Owners in the percentages as provided in Article VI.

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

a. If the insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000) Dollars, then the sum shall be paid by the Association to an individual in trust, and said individual shall be appointed by the Association for this specific purpose and shall be known as the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.

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

(i) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of Five Thousand (\$5,000) Dollars.

(ii) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000) Dollars, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner

required by the Board of Directors of the Association but only upon approval of an architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work and upon approval of any mortgagee requesting notice of such payments.

(iii) Surplus - It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the Unit Owners and the mortgagees as their respective interests may appear.

(iv) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursements from the construction fund are to be upon the order of the Association or an architect or otherwise, nor to determine whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessment paid by the Owner. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid.

X. EASEMENTS.

Easements are reserved to the Condominium as may be required for utility services in order to adequately serve the property; provided, however, such easements through a Unit shall be according

to the plans and specifications for the building or as the building is constructed, unless approved in writing by the Unit Owner. None of the rights and obligations of the Unit Owners created herein, or by the deed creating the Condominium, shall be altered in any way by encroachments due to a settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an Owner or Owners if said encroachment occurred during the willful conduct of said Owner or Owners.

XI. CHANGES IN PRICE - ALTERATION OF UNIT PLANS.

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

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

XII. AMENDMENTS.

This Declaration of Condominium and the By-Laws of Embassy South Condominium Association except as otherwise provided herein, may be amended by a vote in accordance with Paragraph II of the By-Laws and by an instrument in writing signed, acknowledged and

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recorded as provided by New Hampshire R.S.A. 479-A:14, 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. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. Pro viso. Provided, however, that no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners affected shall consent; and no amendment shall change any Unit or the share of the Common Areas appurtenant to it, or increase an Owner's share in the Common Areas, unless all the record Owners of the Units concerned, and all the record Owners of mortgages thereon, shall join in the execution of the amendment, however, anyone dealing with the Association or attempting to establish title to a particular Unit, in the absence of actual knowledge of discrimination on the part of the Association of Unit Owners may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the Rockingham County Registry of Deeds if said amendment is signed, acknowledged and recorded in compliance with Section XII of this Declaration. Neither shall the amendment of this Declaration make any change in the Section entitled "Insurance" or in the Section entitled "Reconstruction or Repair after Casualty and Voting Requirements in the Event of Damage or Destruction" unless all the Owners and all the record Owners of mortgages on Units in the Condominium shall join in the execution of the amendment.

XIII. MAINTENANCE, ALTERATION, IMPROVEMENT AND MANAGEMENT.

Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

1. By the Association. The Directors shall maintain, repair and replace:

a. All portions of the Common Area and facilities not included within the Unit as defined in Section IV. All such repairs shall be at the Association's expense except as hereinafter set forth.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a building maintained by the Association, and all such facilities contained within a Unit which service part or parts of the Condominium in addition to the Unit within which contained.

c. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

a. To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association.

b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

c. To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

3. Unit, alteration and improvement. Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which may jeopardize

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the safety or the soundness of a building, or impair any easement, without first obtaining the approval in writing of Owners of all other Units and guests in the same building and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

4. Common Areas, alteration and improvement. After completion of the improvements included in the Common Areas which are contemplated by this Declaration, there shall be no alteration nor further improvement of the Common Areas without prior approval in writing by the record Owners of all of the Units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners, which does not interfere with the rights of any non-approving Owners, may be done if the Owners who do not approve are relieved from the cost thereof. Such costs shall be assessed to the consenting Unit Owners in the shares which their shares in the Common Areas bear to each other. Furthermore, seventy-five (75%) percent or more of the Unit Owners may agree to make improvements in the Common Areas and facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvements shall cost in excess of ten (10%) percent of the then value of the Condominium, any Owner not so agreeing may apply to the Superior Court of Rockingham County within twenty (20) days of said assessment and upon notice to the Organization of Unit Owners, the Court shall direct the purchase of the dissenting Unit holder's interest by the Organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

5. Specifically reserved to the Developer or the Board of Directors of the Association as the case may be, is the authority

to enter into a management and maintenance contract with any qualified management or maintenance service organization providing for the maintenance and repair services contemplated by this Paragraph of the Declaration and further providing for the general management of Embassy South Condominiums.

XIV. ASSESSMENTS.

The making and collecting of assessments against the Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

1. Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common surplus, such shares being the same as the undivided share in the Common Area which is appurtenant to the Unit owned by him, as set forth in Article VI. Provided, however, that if a Unit is declared to be untenable by the Board of Directors of the Association on account of casualty covered by the Association insurance policy and it remains untenable for a period exceeding sixty (60) days, the Common Expense attributable to such Unit may be abated by the Board of Directors in its sole discretion, until such Unit is determined to be tenantable by the Board of Directors. During such period of abatement, if any, the Common Expense attributable to such Unit shall be pro-rated and borne among the remaining tenantable Units in accordance with their proportionate share of the Common Expense.

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

3. Lien for assessment. The lien for unpaid assessments as provided in New Hampshire R.S.A., Chapter 479-A:22, shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien.

4. Rental pending foreclosure. In any foreclosure of a lien for assessment, as provided by said New Hampshire R.S.A., Chapter 479-A:22, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

5. Any mortgagee bank which acquired its title as a result of foreclosure or conveyance in lieu of foreclosure on a Unit, shall not be liable for the payment of any assessment unless it is using or leasing the Unit, or until the expiration of a six (6) month period from the date the bank takes fee simple title, whichever is sooner.

XV. ASSOCIATION.

The operation of a Condominium shall be by an 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 By-Laws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws and as they may be amended from time to time.

1. Membership in the Association.

a. Qualification. The Members of the Association shall consist of all the record Owners of the Units.

b. Change of membership. Change of membership in the Association shall be established by recording in the Registry

of Deeds for Rockingham County, State of New Hampshire, a deed establishing record title to a Unit in the Condominium. The buyer shall deliver to the Board of Directors of the Association a photostatic copy of the deed showing the book, page and time of the recording of the deed in the Rockingham County Registry of Deeds. The Board of Directors shall keep such photostatic copy on file as evidence of the grantee's membership in the Association for all purposes, rights and obligations as set forth in this Declaration and By-Laws. The Owner designated by such instrument shall thereby become a Member of the Association. At such time the membership of the prior Owner shall be thereby terminated.

c. Voting rights. A Member of the Association shall be entitled to cast a vote for each Unit owned in the percentages attributed to each Unit in Section VI. Where there is more than one record Owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The Developer shall be entitled to vote with respect to any Unit owned by the Developer.

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 his Unit.

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

3. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to

which he may be a party or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at such time the expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification 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.

4. Limitation upon liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

5. By-Laws. The By-Laws of the Association shall be in the form attached hereto as Appendix A.

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

XVI. INSURANCE.

The Board of Directors shall obtain and maintain at all times REPLACEMENT VALUE insurance of the type and kind and in at least the amounts provided in the By-Laws and 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 projects of similar construction, design and use, which

insurance to the extent that the following provisions are available, shall provide 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.
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 mortgagees.
5. Each Owner may obtain additional insurance at his own expense from the company issuing the Master Policy; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverages in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners may realize under any insurance policy which the Board of Directors may have in force on the Condominium at any particular time.
6. Each Unit Owner may maintain his own insurance policy on his own Unit and on his personal property contained therein.
7. Each Owner shall be required to notify the Board of Directors of all improvements made by the Owner to his Unit, the value of which is in excess of One Thousand (\$1,000) Dollars.
8. Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual

policy or policies with the Board of Directors within thirty (30) days of such insurance.

9. 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, the Owners and their respective servants, agents and guests.

b. The Master Policy on the project cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

c. The Master Policy on the project cannot be canceled, invalidated or suspended on account of the conduct of any Officer or employee of the Board of Directors or Manager without a prior demand in writing that the Board of Directors or Manager cure the defect.

d. That any "no other insurance" clause in the Master Policy exclude individual Owners' policies from consideration.

10. The annual insurance review which the Board of Directors is required to conduct as provided in Paragraph 1 D of the By-Laws shall include an appraisal of the improvement in the Condominium by a representative of the insurance agent writing the Master Policy.

XVII. PARTITION.

There shall be no judicial partition of the Condominium or any part thereof, nor shall the Developer or any person acquiring any interest in the Condominium or any part thereof seek any judicial partition, until the happening of the conditions set forth in Paragraph 9 of this Declaration in the case of damage or destruction or unless the property has been removed from the provisions

of The Condominium Act as provided in New Hampshire R.S.A., Chapter 479-A:15; provided, however, that if any Unit shall be owned by two (2) 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.

XVIII. INTERPRETATION.

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

XIX. 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.

XX. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has placed her hand and seal on the date and year above first written:

Witness:




Mildred Tatone

STATE OF NEW HAMPSHIRE
Rockingham, ss.

August 19, 1975

Personally appeared the above named Mildred Tatone and acknowledged the foregoing instrument to be her free act and deed.
Before me,


Justice of the Peace

SCHEDULE A

2242-0503

to

DECLARATION OF CONDOMINIUMEMBASSY SOUTH CONDOMINIUM

VALUE OF EACH UNIT, TOTAL VALUE OF THE PROPERTY AND
PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS

<u>Unit</u>	<u>Value</u>	<u>Percentage</u>
1	\$ 28,900	4.1666%
2	28,900	4.1666%
3	28,900	4.1666%
4	28,900	4.1666%
5	28,900	4.1666%
6	28,900	4.1666%
7	28,900	4.1666%
8	28,900	4.1666%
9	28,900	4.1666%
10	28,900	4.1666%
11	28,900	4.1666%
12	28,900	4.1666%
14	28,900	4.1666%
15	28,900	4.1666%
16	28,900	4.1666%
17	28,900	4.1666%
18	28,900	4.1666%
19	28,900	4.1666%
20	28,900	4.1666%
21	28,900	4.1666%
22	28,900	4.1666%
23	28,900	4.1666%
24	28,900	4.1666%
25	<u>28,900</u>	4.1666%
TOTAL VALUE	\$693,600	

EMBASSY SOUTH CONDOMINIUM

APPENDIX ABY-LAWS

I. Board of Directors. The Affairs of the Association of Owners shall be conducted by a board of five (5) directors.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph F hereof, the Owners shall elect a Board of Directors for the forthcoming year; provided, however, the first Board of Directors elected hereunder may be elected at a special meeting duly called, said Board of Directors to serve until the first annual meeting held thereafter. At least thirty (30) days prior to any annual meeting, the Board of Directors shall elect a Nominating Committee of not less than three (3) Owners, and such Nominating Committee shall recommend to the annual meeting one (1) nominee for each position on the Board of Directors to be filled at that particular annual meeting. Nominations for the Board of Directors may also be made from the floor at the annual meeting.

B. Term. Members of the Board of Directors shall serve for a term of two (2) years; provided that three (3) of the five (5) members of the first Board of Directors elected shall serve for a one (1) year term. The other two (2) shall serve for a two (2) year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Board of Directors shall thereupon terminate.

C. Resignation and Removal. Any member of the Board of Directors may resign at any time by giving written notice to the President and manager, and any member may be removed from membership on the Board of Directors by an affirmative vote of two-thirds (2/3) of the Owners. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association of Owners, at which time said vacancy shall be filled for the unexpired term.

D. Power and Authority of the Board of Directors. The Board of Directors, for the benefit of the Condominium and the Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter provided for, the following:

1. Water, sewer, garbage collection, snow removal, electrical, telephone and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units and Limited Common Area);

2. A policy or policies of fire insurance as the same are more fully set forth in Paragraph XVI of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units, Common Area and Limited Common Area, payable as provided in Paragraph XVI of the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Owners, and their mortgagees as their respective

interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium, if any;

3. A policy or policies as the same are more fully set forth herein insuring the Board of Directors, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common Area and Limited Common Area, and their invitees, or tenants), incident to the ownership and/or use of the Project, and including the personal liability exposure of the Owners, incident to the ownership and/or use of the Project. Limits of liability under such insurance shall not be less than Fifty Thousand (\$50,000.00) Dollars for any one person injured, for any one accident, and shall not be less than One Hundred Thousand (\$100,000.00) Dollars for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

4. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

5. The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Board of Directors as well as such other personnel or property as the Board of Directors shall determine shall be necessary for the operation of the Common Area, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

6. Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of the Declaration;

7. Painting, maintenance, repair and all landscaping of the Common Area and Limited Common Area, and such furnishings and equipment for the Common Area as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Area and assess the cost thereof as a common expense, or if acquired for a Limited Common Area to assess the cost thereof to the owners of the units with which the Limited Common Area is associated; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;

8. Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or By-Law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance,

taxes or assessments are provided for a particular Limited Common Area, the cost thereof shall be specially assessed to the Owners of the Units with which the Limited Common Area is associated.

9. Maintenance and repair of any Unit or Limited Common Area, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or preserve the appearance and/or value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair.

10. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

E. Meetings of the Board of Directors. Three (3) members of the Board of Directors shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association as set forth in Paragraph III of these By-Laws, such officers to be elected from among the members of the Board of Directors. The meeting for the election of officers shall be held at a meeting of the Board of Directors to be called immediately following the annual meeting of the Association of Owners. Other meetings of the Board of Directors may be called, held and conducted in accordance with such regulations as the Board of Directors may adopt. The Board of Directors may also act without a meeting by unanimous written consent of its members.

F. Developer Performs Functions. Until a date three (3) years from the date of this Declaration or until all Units have been sold, whichever occurs first, the rights, duties and functions of the Board of Directors shall at Developer's option, be exercised by Developer. The Developer shall have the option at any time after the date of the execution of the Declaration to turn over to the Association of Owners the responsibility of electing all of the members of the Board of Directors.

II. Meetings. The presence at any meeting of the Association of Owners of sixty (60%) per cent of Owners in response to notice to all Owners of record given in accordance with Paragraph IIA of these By-Laws, shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Association of Owners upon the affirmative vote of a majority of the Owners present and voting provided that a quorum is present as provided for above.

A. Annual Meeting. There shall be a meeting of the Association of Owners on the third Saturday of September of each year at 2:00 p.m. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Owners not less than fifteen (15) days prior to the date fixed for said meeting.

At the annual meeting, the Board of Directors shall present a statement of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, and the estimated common expenses for the coming fiscal year with the allocation thereof to each Owner. Unless changed by vote of the Association of Owners at such annual meeting, or at some subsequent duly called meeting of the Association of Owners, the assessment presented by the Board of Directors and determined pursuant to Paragraph IVA of these By-Laws shall be the assessment for the fiscal year, subject to the provisions for additional assessment by the Board of Directors pursuant to Paragraph IVA of these By-Laws. The fiscal year is hereby designated to be July 1 through June 30. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

B. Special Meetings. Special meetings of the Association of Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

III. Officers of Association. The officers of the Association of Owners shall be a President, Vice-President, Secretary and Treasurer. The offices of Secretary and Treasurer may, by vote of the Association of Owners at any annual meeting be combined as one office. All officers, after Developer shall have relinquished its power to exercise the rights, duties and functions of the Board of Directors pursuant to Paragraph IF of these By-Laws, shall be Owners of the Condominium Units in the Project. Officers shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subjected to fidelity bond coverage in favor of the Association of Owners.

A. President. The President shall preside at all meetings of the Association of Owners and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees.

B. Vice-President. The Vice-President shall perform the functions of the President in the absence or inability of the President.

C. Secretary. The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

D. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of income and expense payments to the authorized Manager of the Condominium Association.

IV. Common Expenses.

A. Assessments.

1. Within thirty (30) days prior to the annual meeting the Board of Directors shall estimate the net charges to be paid during the following year (including a reasonable provision for working capital, contingencies and replacements and less any expected income and any surplus from the prior year's operation). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the percentages set forth in the schedule in Paragraph of the Declaration. Developer will be liable for the amount of any assessment against completed Units owned by Developer. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this Paragraph to the Board of Directors in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate;

2. The rights, duties and functions of the Board of Directors set forth in this Paragraph shall be exercised by Developer for the period ending thirty (30) days after the election of the first Board of Directors hereunder;

3. The omission by the Board of Directors before the expiration of any year, to fix the Assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this Paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

4. The Manager or Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area and Limited Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Area and Limited Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient hours on weekdays.

B. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus interest at the rate of ten (10%) per cent per annum, and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment by the Board of Directors. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

1. Tax and special assessment liens on the Unit in favor of any assessing body and special district; and

2. All sums unpaid on a first mortgage of record on the unit.

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Directors, and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or prospective encumbrancer of a Condominium upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request or in the case of a Purchaser, such Purchaser shall take title free and clear of such lien. Any encumbrancer holding lien on a Condominium may pay any unpaid common expenses payable with respect to such Condominium and upon such payment such encumbrancer shall have a lien on such Condominium for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deed of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

V. Audit. Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Board of Directors. The Board of Directors at its discretion and as a common expense may obtain an audit of all books and records pertaining to the Project and furnish copies thereof to the Owners.