

DECLARATION OF CONDOMINIUM

OF

THE WOODLANDS AT PARKMAN BROOK CONDOMINIUM

**Pursuant to the provisions of the
New Hampshire Condominium Act,
N.H. RSA 356-B**

Dated: 10.04.06

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DECLARATION OF CONDOMINIUM THE WOODLANDS AT PARKMAN BROOK CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Stabile Homes at Stratham, Inc., a New Hampshire corporation, of 21 Manchester Street, Merrimack, New Hampshire 03054, ("Declarant"), owner in fee simple of certain real estate located in the town of Stratham, Rockingham County, New Hampshire as such real estate is more specifically described in Appendix "A" attached hereto and incorporated herein by reference ("Real Estate"), hereby submits the Real Estate, subject to or including, as the case may be, all easements, rights and appurtenances thereto and any improvements erected thereon (collectively, "Property") to the provisions of the New Hampshire Condominium Act, RSA 356-B (the "Act"), and hereby creates with respect to the Property a residential condominium, to be known as "THE WOODLANDS AT PARKMAN BROOK CONDOMINIUM" ("Condominium").

Section 1.2. Easements and Restrictions. Included in Appendix "A" are certain easements, rights and appurtenances which appear of record.

The reference to such easements, rights, agreements and restrictions shall not be construed as an acknowledgment of the validity thereof, an extension thereof or a renewal thereof in the event that they, or any of them, do not affect the Real Estate or have expired or become unenforceable by their own terms or by limitation, violation or for any other reason.

Section 1.3. Defined Terms. Capitalized terms not otherwise defined herein or in the Plans shall have the meanings specified or used in the Act. The following terms shall have specific meanings as follows:

- (a) "Act" has the meaning set forth in Section 1.1.
- (b) "Annual Assessment" means a Lot's share of the anticipated Common Expenses and Limited Expenses for each fiscal year of the Association as reflected in its budget for such year, collected on a monthly basis.
- (c) "Association" means the Lot Owner's Association of the Condominium and shall be known as THE WOODLANDS AT PARKMAN BROOK CONDOMINIUM ASSOCIATION.
- (d) "Board of Directors" means the Board of Directors of the Association.
- (e) "Building Contractor" means Stabile Homes at Stratham, Inc., with an address of 21 Manchester Street, Merrimack NH 03054, or it's successors or assigns.
- (f) "Bylaws" means the document providing for the governance of the Association pursuant to Section 35 of the Act, as such document may be amended from time to time.

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- (g) "Common Area" means all portions of the Property located outside of the Lots and shall be designated as such on the Plans.
- (h) "Common Expenses" means expenditures made, liabilities incurred or reserves created by or on behalf of the Association relating to the Condominium, the Property or the

Association or as is otherwise permitted by the Act, other than expenses incurred in connection with any remedial maintenance to a Lot authorized hereunder.

- (i) "Common Expense Liability" means the liability for Common Expenses allocated to a Lot in accordance with the Act and this Declaration.
- (j) "Condominium" means the Condominium described in Section 1.1 above.
- (k) "Declarant" means the Declarant described in Section 1.1 above and any successor or assign who comes to stand in the same relation to the Condominium as that relation is determined by the Act.
- (l) "Declaration" means this document, as it may be amended from time to time.
- (m) "Dwelling" has the meaning set forth in Section 2.6.
- (n) "Eligible Mortgage" means any first priority mortgage on a Lot to either (i) the seller of a Lot or (ii) a bank, trust company, bank and trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender.
- (o) "Eligible Mortgagee" means the holder of an Eligible Mortgage,
- (p) "Force Majeure" shall mean any event mentioned in Section 12.11.
- (q) "Identifying Number" means the distinct number that identifies each Lot as shown on the Plans.
- (r) "Limited Common Areas" means those parts of the Common Areas serving exclusively one Lot, or more than one Lot but less than all Lots, as an appurtenance thereto, the enjoyment, benefit and use of which are reserved to the lawful occupants of such Lot or Lots and which are further identified on the Plans as Limited Common Areas.
- (s) "Lot" means a Lot as defined herein and in the Plans. As used herein, the term Lot and the term Unit as defined in the Act mean the same thing and are used interchangeably.
- (t) "Lot Owner" or "Owner" means Declarant or any other Person who owns a Lot, but excluding a Person having an interest in a Lot solely as security for the performance of an obligation.
- (u) "Percentage Interest" means the percentage of the undivided ownership interest in the Common Areas appurtenant to each Lot, as set forth in Appendix "B" attached hereto and

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incorporated herein by reference.

- (v) "Person" or "Persons" shall mean and include individuals, partnerships, firms, associations, joint ventures, business trusts, corporations or any other form of entity.

- (w) "Plans" means the Plans attached hereto as Appendix "C" (but recorded separately) and incorporated herein by reference, as they may be amended from time to time.
- (x) "Property" means the property described in Section 1.1 above.
- (y) "Real Estate" has the meaning set forth in Section 1.1.
- (z) "Rules and Regulations" means such rules and regulations as are promulgated by the Association from time to time with respect to various matters relating to the use of all or any portion of the Condominium, which either supplement or elaborate upon the provisions of this Declaration or the Bylaws.
- (aa) "Special Assessment" means any assessment made by the Association, other than the Annual Assessment, against one, some or all of the Lots, when authorized by this Declaration, the Bylaws or the Act.
- (bb) "Unit" means a Unit as that term is defined in the Act. As used herein, the term Unit and the term Lot mean the same thing and are used interchangeably.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS AND COMMON EXPENSE LIABILITIES; VOTING RIGHTS; DESCRIPTION OF LOTS; LOT BOUNDARIES; LIMITED COMMON AREAS

Section 2.1. Description of Common Areas. The Common Areas consist of all portions of the Property not included in and defined as being a part of a Lot.

Section 2.2. Percentage Interest and Common Expense Liability. Each residential Lot within the Condominium shall be allocated an equal percentage interest in the Condominium and shall share equally with all other Lots the Common Expenses liability for the Condominium. There shall be appurtenant to each Lot an undivided interest in the Common Area to be held in accordance with Section 8.3 of this Declaration.

Section 2.3. Allocation of Lot Owners' Voting Rights. The number of votes in the Association to which the Owner(s) of each Lot is entitled shall be one (1). If none of the Withdrawable Land is removed, the maximum number of votes eligible to be cast by the Lot Owners as a group shall be thirty-eight (38).

Section 2.4. Description of Lots. The Condominium shall contain thirty-eight (38) Lots.

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Each Lot shall consist of an area identified and defined by vertical boundaries as shown on the Plans. Within each Lot shall be constructed and maintained a single residential dwelling structure. Except for such Common Areas as may be located within a Lot, all land and improvements within the vertical boundaries defining a Lot shall belong to and be a part of such Lot.

Section 2.5. Lot Boundaries.

- (a) The Plans show the location and dimensions of the Lots, Common Areas and Limited Common Areas comprising the Property,
- (b) Horizontal Boundaries:
 - (i) There are no horizontal boundaries to the Lots.
- (c) Vertical Boundaries:
 - (i) The vertical boundaries of each Lot shall consist of the vertical planes which extend indefinitely above and below the perimeter border of each Lot as such perimeter border is shown on and defined by the Plans.
- (d) Each Lot shall include all improvements located within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area which may be located therein.

Section 2.6. Each Lot to Include a Dwelling. Each Lot shall contain within its boundaries a single family dwelling and related appurtenances, which may include a one, two or three bay attached garage, porches, decks, three season rooms and patios ("Dwelling")- Appurtenant to and a part of each Dwelling shall be a well with related pipes, electrical wires and pumps ("Dwelling Water System"). Each Dwelling Water System shall be owned, maintained and repaired by the Lot Owner. In the event a part or all of a Dwelling Water System is located within the Common Area, the Owner of such system shall have a permanent easement to maintain, repair and replace such system within the Common Area. No Lot shall be offered for sale, except to a successor to the Declarant deemed to be the Declarant under Section 356-B:3, XIII of the Act, unless (i) a Dwelling has been constructed within such Lot and is ready to be occupied, or (ii) there is or will be at the closing with respect to such Lot, a contract, acceptable in all respects to the Declarant, between the Lot buyer and the Building Contractor, providing for the construction of a Dwelling within such Lot. For any Lot offered for sale within which a Dwelling has not been constructed, no Dwelling may be constructed without Declarant's prior written approval as to design, materials, and location within the Lot. This approval shall be required regardless of whether Declarant possesses any further interest in or control over the Condominium.

Section 2.7. Common Area Within a Lot. The Owner of a Lot shall be deemed not to own any public utility lines nor any pipes, wires, cables, conduits, meters, pumps, valves, switches or other electrical or mechanical structures, connections or equipment, located within the boundaries of or running through said Lot (except those small satellite dishes for which specific permission is granted by the Board which, if not owned by the utility, shall be the property of the Owner) which are utilized for or serve more than one Lot or serve any portion of the Common Area, which items, to the extent they are not owned by a third party or public utility, are by these presents hereby made a part of the Common Area. The force main

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running from each Dwelling's septic system pump chamber and the leach fields servicing the Dwellings shall be common area. All other elements of the septic system servicing a Dwelling, including but not limited to the soil line connecting each Dwelling to a septic tank, the septic tank and the pump chamber are part of the Lot and are owned and to be maintained, repaired and replaced as needed by the Lot Owner.

Section 2.8. Limited Common Areas- The Limited Common Areas shall consist of all portions of the Real Estate identified and designated as Limited Common Areas on the Plans and/or defined

as such by the Act. Each Limited Common Area is shown on the Plans and is designated by a number which corresponds to the Lot to which such area is Limited Common Area.

ARTICLE III
RESTRICTIONS ON USE OF LOTS;
RELOCATION OF LOT BOUNDARIES;
PARKING

Section 3.1. General Provisions. The provisions of this Declaration, the Association Bylaws and the Woodlands at Parkman Brook Condominium Rules and Regulations, as amended from time to time, are designed to create a uniform plan for the orderly development and operation of an attractive and efficient housing complex. Accordingly, the occupancy and use of the Lots and Common Areas are restricted as set forth herein and in the Bylaws and Rules and Regulations.

Section 3.2. Residential Use. The Condominium and each of the Lots are primarily intended for and shall be occupied and used only for residential purposes by the Owner, and by tenants, guests, invitees and licensees of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Lots so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration, nor shall the restriction be construed to prohibit Owners from conducting limited home office or professional use of their dwellings provided such home office or professional use (i) does not change the character or appearance of the Dwelling or Lot; (ii) to the extent it is conducted from the Lot is question, it is conducted solely by individuals residing at such Lot; (iii) does not adversely impact the other Owners or the Condominium and (iv) such use is permitted as of right under the applicable Stratham Town Zoning Ordinances without the need for a variance, special exception or other special approval. Notwithstanding anything herein to the contrary, no external signs, banners or displays nor signs, banners or displays visible from the exterior may be used in connection with an otherwise permitted home office or professional use.

Section 3.3 Subdivision of Lots and Relocation of Lot Boundaries. No Lot may be subdivided into two or more Lots. Provided that no such boundary relocation results in a Lot set-back violation, Lot boundaries between adjoining Lots may be relocated upon the consent of the Owners of the Lots sharing the boundary to be relocated and the written approval of the Owners of at least sixty seven percent (67%) of the Lots in the Condominium. Upon receipt of a written application from the Lot Owners consenting to the relocation of a common boundary and the written approval of the Owners of at least sixty-seven percent (67%) of the Lots in the Condominium, the principal officer of the Association shall prepare and execute appropriate instruments pursuant to paragraphs HI, IV and V of Section 31 of the Act. No such relocation shall change the allocation of undivided interests or of voting rights with respect to such Lots. All costs incurred by the Association in accomplishing the relocation of a common boundary pursuant to

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this Section 3.3 and paragraphs HI, IV and V of Section 31 of the Act shall be allocated equally among and assessed as a Special Assessment against the Lot Owners seeking such relocation.

Section 3.4, Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, and uniform in application, concerning the use and enjoyment of the Lots and the Common Areas, may be made from time to time by the Board of Directors with the approval of the Owners of sixty seven percent (67%) of the Lots, present and voting at a duly called meeting of the Owners at which there is a quorum. No such Rules or Regulations shall materially interfere with the normal

operations of a Lot Owner for the conduct of any use otherwise permitted hereunder. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Lot Owners by the Board of Directors promptly after adoption of such Rules and Regulations or any amendments thereto.

In addition to the Rules and Regulations adopted and to be adopted pursuant to this Section 3.4, the following rules shall govern the use of the Lots and the Common Areas:

- (a) Business or commercial vehicles which fit within a conventional residential garage may be parked overnight within the Owners Lot if they are registered and inspected. Any recreational vehicles, including boats, ski mobiles, jet skis, tent trailers, etc., must be placed within the Owners garage if stored on the Property and may not be used on the Property.
- (b) There shall be no overhead or above-ground utilities, wires, cables, conduits or antennas except (i) such small satellite dishes which are twenty four (24) inches or less in diameter and are attached to a dwelling so as to not be visible from a street and (ii) such other utilities, wires, cables, conduits or antennas as may specifically be permitted by the Board;
- (c) To protect the septic systems, there shall be no garbage disposals in the Dwellings.

Section 3.5. Interference. The Common Areas shall be used only for the benefit and enjoyment of the Lot Owners, their guests and invitees. No Lot Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the occupants of any other Lot.

Section 3.6. Fire Hazards; Compliance with Laws. No Lot shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Condominium above those customary for residential Condominiums. In the event any Lot Owner causes an increase in the fire insurance premium for the Condominium, any such increase in fire insurance premiums shall be paid by the Owner of the Lot whose use or occupancy causes such increase, and the cost thereof may be assessed as a Special Assessment against such Lot. No Lot or any part of the Common Areas shall be used, occupied or kept in a manner which violates any applicable law, statute, ordinance or regulation of any governmental body having jurisdiction over the Real Estate or which leads to the cancellation of the hazard insurance policy or policies on the Property.

Section 3.7. Building and Easement Integrity. Nothing shall be done or be permitted to be done by any Lot Owner or other occupant of a Lot which will jeopardize the soundness or safety of any other Lot of the improvements located therein or impair any easement or hereditament therein without the consent of all Lot Owners.

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Section 3.8. Repair. Condition and Appearance of Lots. Common Areas and Limited Common Areas.

- (a) Except for the maintenance, repair and replacement obligations of the Association as provided in Section 3.8(b), each Lot Owner shall be responsible for maintaining the exterior portions of its Lot and the Dwelling and all other improvements located within such Lot, and the Limited Common Area appurtenant thereto in good order and repair and in an attractive condition at its own expense, hi the performance of its maintenance obligations hereunder, each Lot Owner shall maintain or cause to be maintained its Lot in a state of good repair (ordinary wear and tear, damage or destruction due to casualty or a taking, or sale in lieu thereof, pursuant to a power of eminent domain excepted), in a clean

condition and free of trash and debris.

- (b) The Association shall be responsible for maintaining the Common Areas and those portions of the Lots which the Association is specifically required to maintain under this Section 3.8(b) in good order and repair and in an attractive condition at least comparable to other similar residential condominium subdivisions in the surrounding area, including, without limitation, the following:
 - (i) Maintenance, repair and, as necessary, replacement of all Common Area paved surfaces, in a level, smooth and evenly covered condition;
 - (ii) Maintenance, repair and, as necessary, replacement of all Common Area curbs, curb-cuts, gutters and retaining walls;
 - (iii) Maintenance, repair, and as necessary, replacement of all Common Area signs, markers, and artificial lighting facilities, including the replacement of fixtures and bulbs, excluding, however, exterior light fixtures and bulbs located on or appurtenant to Dwellings, sidewalks and driveways within a Lot, which fixtures and bulbs may be installed by the Lot Owner provided such Lot Owner first receives approval from the Board of Directors and provided further such Lot Owner shall be responsible for all maintenance, repair and replacement of such fixtures and bulbs as needed;
 - (iv) Maintenance, repair and, as necessary, replacement of any and all storm drains, leach fields, force mains connecting individually owned septic systems to the Common Area leach fields, and such other facilities, equipment and other utility systems which may serve the Common Areas or which are located within the Common Areas not otherwise specified in this Subsection 3.8(b). This Maintenance shall include periodic pump out of each Lot's septic tank;
 - (v) Maintenance, repair and, as necessary, replacement of a common well or series of common wells, pumps, piping and electrical facilities for lawn irrigation. Lawn irrigation will be provided by the Association to certain Common Areas and to the lawns within the Lots;
- (vi) Maintenance, repair, and as necessary, replacement of all privacy fences and screens approved by the Board of Directors;
- (vii) Maintenance, repair, and as necessary, replacement of all Common Area irrigation systems;
- (viii) Removal of all paper, debris, filth and refuse as necessary to keep the Common Areas in a clean and orderly condition, including the cost of removing trash and other items from trash dumpsters serving the Property to the extent such services are not municipally provided;

- (ix) Removal of snow and ice from the interior private roads, driveways, parking areas and sidewalks located outside of the individual Lot boundaries;
 - (x) Furnishing and maintaining all necessary machinery, equipment, utilities and supplies used in the operation and maintenance of the Common Areas;
 - (xi) Maintenance of public liability and property insurance as to the Common Areas in accordance with the provisions of Article VII hereof.
- (c) Any and all replacement materials used by the Association in accordance with Subsection 3.8(b) for the repair or replacement of the Common Areas shall be of a like kind to those originally installed or used in the construction of such Common Areas being repaired or replaced. In making such necessary replacements, the Association may substitute non-like kind replacement materials but, if like kind materials are then available, then: (i) any such substitute must be at least equal in quality, use, appearance and durability to the like kind materials then available and (ii) the cost of any such substitute must be equal to or less than the cost of like kind materials then available.
 - (d) Replacement shall be considered necessary hereunder normally only if the subject materials are so worn or damaged as to be beyond reasonable repair when considered from an economic and aesthetic basis. Replacements solely for aesthetic purposes shall normally not be considered necessary.
 - (e) If a Lot Owner concludes that the Association is not maintaining the Common Areas in accordance with the requirements of Section 3.8(b), then such Lot Owner, in addition to and not in lieu of any other remedy available hereunder or at law or in equity, may take such steps, on its behalf and not on behalf of the Association, to cause the Common Areas to be maintained in accordance with the requirements of Section 3.8(b), and if such Lot Owner obtains a final unappealable decision of a court of competent jurisdiction which determines that the Common Areas have not been maintained in accordance with the requirements of Section 3.8(b), then the Board of Directors shall, within sixty (60) days after the date of such decision, levy a Special Assessment against all Lot Owners for the reasonable costs incurred by such Lot Owner to maintain the Common Areas in accordance with the requirements of Section 3.8(b) and for the reasonable costs such Lot Owner incurred in obtaining such court decision, including, without limitation, reasonable attorneys' fees. The Special Assessment shall be made against all Lot Owners, including

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the Lot Owner who obtained such court decision. As a condition to the right of any Lot Owner to perform maintenance of the Common Areas and recover its costs therefor, in accordance with the provisions hereof, such Lot Owner, shall, not less than thirty (30) days before commencing the performance of any such item(s) of maintenance (except in the event of emergency whereupon such 30 days shall be reduced to any such shorter period as is necessary to permit timely abatement of the emergency) give written notice to the Association of its intentions to perform such item(s) of maintenance. If, in response to such a notice of intention to perform maintenance within the Common Areas, the Association commences performance of the required maintenance within the required period of notice, then the Lot Owner which delivered the notice shall refrain from exercising its rights of

self-help hereunder for so long as the Association is continuing diligently to complete the necessary items of maintenance.

Section 3.9. Determination of Action Following Casualty Damage. The Board of Directors shall cause the Association to maintain a Master Casualty Policy including hazard and flood insurance on the Common Areas, liability insurance, and fidelity insurance coverage in at least such amounts and containing, among other provisions deemed appropriate by the Board of Directors, such provisions as the Federal National Mortgage Association (FannieMae), the Federal Home Loan Mortgage Corporation (FHLMC) or such other federal mortgage loan purchaser may require in order for mortgages on Lots to qualify for purchase by such federal mortgage loan purchaser. Notwithstanding anything herein to the contrary, each Lot Owner shall be solely responsible for the purchase and maintenance of suitable "homeowners" fire and extended casualty insurance covering the replacement value of the Dwelling and appurtenant improvements within such Owner's Lot. In the event of damage by fire or other casualty to any portion of the Condominium which is covered by the Master Casualty Policy, the proceeds of the Master Casualty Policy shall, pursuant to Section 43, III of the Act, be used to repair, replace or restore the portion of the damaged Condominium unless the Lot Owners vote to terminate the Condominium pursuant to Section 34 of the Act. The Board of Directors is hereby irrevocably appointed the attorney-in-fact for each Owner of a Lot and for each Mortgagee of a Lot 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. Insurance proceeds shall be payable and paid, not to the Board of Directors, but to a banking institution as Trustee for the benefit of the Lot Owners Association, the Lot Owners, or any mortgagee, as their interests may appear. The procedure for making repairs after such damage is specified in the Bylaws.

In the event of damage to any portion of a Lot other than to Common Area, the Lot Owner shall, within a reasonable period of time not to exceed one hundred and twenty (120) days, commence the repair, replacement or restoration of such damage and diligently pursue the completion of such repair, replacement or restoration. In the event the Lot Owner fails, for any reason or for no reason, to timely commence and diligently pursue the completion of such repair, replacement or restoration, the Association shall provide such Lot Owner and any Permitted Mortgagee with respect to such Lot, a written notice that the Association intends to either repair, replace or restore the damaged improvements within the Lot or demolish and remove from the Condominium such damaged improvements within such Lot, and that all costs and expenses incurred by the Association in undertaking such action shall be a Special Assessment against such Lot. Such notice shall set a date, not earlier than thirty (30) days after the date of such notice following which, if the Lot Owner or Permitted Mortgagee shall not have commenced such repair, replacement or restoration, the Association shall undertake the repair, replacement, restoration, demolition and/or removal as the Association deems appropriate in accordance with this Section 3.9. Under no circumstances shall the

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Association or its officers, employees, or agents be liable for any damage, cost, expense or loss incurred by such Lot Owner or a Permitted Mortgagee resulting from the Association's good faith exercise of its authority hereunder.

Section 3.10. Additional Improvements. Additions and exterior modifications to a Dwelling may be undertaken by the Owner of such Dwelling provided such Owner first obtains approval of such addition or modification from the Board of Directors and provided further that any such approval or modification complies in all respects with all applicable municipal ordinances and codes, and with all provisions of this Declaration, the Bylaws and the Rules and Regulations relating to setbacks, design and construction of additions and modifications, hi addition to the provisions of the Rules and Regulations, and notwithstanding anything in this Declaration or the Bylaws to the contrary, no Lot Owner shall place,

construct or cause to be placed or constructed any temporary or permanent structure within a Lot which has not first been approved by the Declarant or the Board of Directors. The Board of Directors may only approve the placement or construction of structures within a Lot by the Owner of such Lot if the Board first concludes that such structure is an appropriate addition to the Dwelling located on the Lot and that such structure will not devalue or interfere with the use by any other Owner, or by such other Owner's tenants, guests or invitees, of such other Owner's ownership interest in the Condominium. Stand-alone sheds and other types of storage buildings are specifically determined not to be appropriate additions to Dwellings. The Board shall also establish in the Rules and Regulations (i) appropriate provisions to permit Lot Owners to temporarily place and use "party tents" or other types of temporary enclosures on individual Lots for appropriate social activities and (ii) appropriate provisions to permit the construction of privacy screening or fencing in connection with such amenities as patios, entrance ways and garden areas, which provisions shall include specifications as to permitted height, width, design and materials.

Section 3.11. Construction.

- (a) Each Owner shall be liable for the cost of any improvements constructed to its Lot, and any repairs, changes, renovations, alterations and additions thereto, and each Owner shall indemnify and hold Declarant, the other Owners, occupants and the Association harmless against any construction liens and other claims filed against another Owner's Lot or the Common Areas with respect thereto. If by reason of any materials or work ordered by an Owner, any notice of intention to file a mechanic's lien or other involuntary lien is filed or attaches to any portion of the Common Areas or another Owner's Lot, the Owner ordering such work or materials shall discharge of record, by payment, bonding or otherwise, such notice or lien within forty-five (45) days after the filing or attachment thereof, or within any such sooner period of time as may be required by the holder of any mortgage secured by the other Owner's Lot.
- (b) Any construction performed in the Condominium shall be performed and completed in a good and workmanlike manner, using first-class materials.

Section 3.12. Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but not be limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist

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in, on, under or about its Lot, the Common Area or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws. Each Owner shall indemnify and hold harmless each other Lot Owner and the Association from and against any and all claims, losses, damages, liabilities, penalties, fines and expenses (including court and administrative agency costs and attorneys fees) made, caused, assessed or incurred as a result of the violation, or the allegation by any governmental agency or any third party of acts or omissions constituting a violation, of the covenants of this Section 3.12. Any costs incurred by the Association in connection with remedial action undertaken by the Association to prevent, abate or cure any violation of the Environmental Laws caused by a Lot Owner's violation of the terms hereof shall be assessed, in full, against that Lot Owner and its Lot as a Special Assessment.

Section 3.13. Compliance with Town Ordinances. All improvement placed or constructed on the Real Estate shall conform to the terms and conditions of the Town of Stratham Zoning Ordinance and Building Code as existing at the time of such placement or construction.

ARTICLE IV

CONVERTIBLE LAND, ADDITIONAL LAND

Section 4.1 Convertible Land. There is no Convertible Land.

Section 4.2 Right to Contract the Condominium. The Declarant hereby reserves the right and option, to be exercised in its sole discretion, to contract the Condominium by withdrawing any portion of the Withdrawable Lands. Such right and option shall be effected by amendment to this Declaration executed by Declarant alone in the manner provided by Section 26 of the Act. Such right and option is subject to the following:

- (a) Legal Description. A legal description by metes and bounds of Withdrawable Lands is set forth in Appendix E hereto. A legal description by metes and bounds of land which are not withdrawable is set forth in Appendix F hereto.
- (b) Limitations on Right and Option to Contract. There are no other limitations on the right and option to contract the Condominium hereunder except as provided in this Section 4.3 or in the Act. No consent of any Owner, occupant, or Mortgagee of an Owner shall be required in connection with the exercise of such right and option.
- (c) Time Limit. The right and option to contract as set forth herein must be exercised within seven (7) years from the date of the recordation of this Declaration or, in the event of an extension of such deadline adopted pursuant to Section 54, V of the Act, within such extended period as may be adopted.
- (d) Portions of Withdrawable Lands. Portions of the Withdrawable Lands may be withdrawn at different times, in any order, and there are no limitations as to which portion or portions may be withdrawn and in what order such portions may be withdrawn except as provided otherwise in this Article IV or in the Act.

ARTICLE V

EASEMENTS

Section 5.1. Additional Easements. In addition to and not in limitation of the easements

provided for by the Act, the following easements are hereby created.

- (a) Each Lot is encumbered by easements running to the Association and its agents to permit the Association to carry out its responsibilities set forth in Section 3.8(b).
- (b) Each Lot is encumbered by an easement to the Declarant for itself, its employees, other agents and its independent contractors for the purpose of doing all things reasonably necessary and proper to convert any Convertible Land, (regardless of the actual location of such Convertible Land) including the commencement and completion of improvements thereon in accordance with this Declaration.
- (c) The Common Areas are subject to easements in favor of the Lot Owners, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.1(c) shall include, without limitation, rights of the Lot Owners, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment, on, over, under, across, and through, and on the Common Areas. Notwithstanding the foregoing provisions of this Section 5.1(c), such easement shall be located within the Real Estate so as to avoid unreasonable interference with the use or occupancy of the Property by any Lot Owners and no Lot Owner may, in the course of exercising any right hereby granted, disturb any portion of the Common Area without first securing the approval of the Owners Association, provided that such approval shall not be unreasonably withheld or delayed (but may be made subject to conditions reasonably designed to protect the Owners Association and the other Lots).
- (d) The Association shall have the right to create easements, on, over, under, across and through the Lots and the Common Areas for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any easement created pursuant to this Section 5.1(d) shall expressly include the right to cut or remove any vegetation, to grade or regrade the soil, and to take any other action reasonably necessary to achieve this purpose which does not materially interfere with the use and occupancy of the Property by any Lot Owner, following which the Association shall restore or cause to be restored the affected property as closely to its original condition as practicable.
- (e) The Association shall have an easement over the Common Areas and Limited Common Areas for inspection, operation, maintenance, repair, improvement and replacement of the Common Areas and Limited Common Areas and for correction of emergency conditions or

- (f) Each Lot is benefited by a permanent well easement over that land located within a 75 foot radius of each well serving as the water source for the Dwelling on the Lot and as shown on the Plans. The purpose of these easements is to prevent contamination of the wells. Within such well easement areas, the following uses are prohibited:
 - (1) Storage, handling, transport, treatment, or disposal of (i) domestic or industrial wastewater; (ii) hazardous or regulated substances such as pesticides, petroleum products and other chemicals; and (iii) hazardous or solid wastes.
 - (2) Any other use which the New Hampshire Department of Environmental Services determines would be detrimental to water quality.
- (g) The Lots are subject to easements in favor of the Declarant and the Association for the installation by the Declarant and the repair, maintenance and replacement by the Association of such pipes, conduits, lines, wires, equipment and facilities and for such grading and drainage as are shown on the Plans or as may reasonably be required for storm water drainage, electricity, portable water, irrigation water, telephone, cable and other communications lines, septic system force mains and leach fields and other necessary utilities and services.

Section 5.2. Easement to Facilitate Completion and Sales. Declarant and its agents, representatives (including independent contractors), successors and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction of Lot improvements (including but not limited to Dwellings) and Common Area, and the sale and conveyance of unsold Lots, including, without limiting the generality of the foregoing, the right to enter all Lots (excluding Dwellings without prior permission from the Dwelling Owner) and Common Area, for construction purposes, and the right to store materials, maintain a sales office, one or more construction trailers, a rental office and/or a model Lot, to show the Lots and to display such signs as Declarant, in its sole discretion, deems appropriate for such purposes.

Section 5.3. Covenants Run With Land. All easements, rights and restrictions described herein are easements appurtenant, running with the Real Estate and the Property and shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

Section 5.4. Rights of the Association. In addition to any other rights and powers which the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations, and the Act, as any of the foregoing may be amended from time to time hereafter, the Association shall have the right to grant permits, licenses and easements over the Common Areas (including Limited Common Areas) for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

Section 5.5. [Intentionally Omitted].

Section 5.6. Right To Dedicate Public Road. The Condominium is serviced by an access road from Stratham Heights Road, so called. Declarant reserves the right, without notice or approval, to dedicate

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such access road, as shown on the Plans, to the town of Stratham as a public road and in connection therewith, subject to acceptance by the town, to convey such road and the Common Area underlying and abutting such road to the town of Stratham.

Section 5.7. Easement to Benefit Tax Map 2 Lot 87. As shown on the Plans, the Submitted Land is burdened by an easement providing ingress and egress to and from Tax Map 2, Lot 87, over the Submitted Land to Stratham Heights Road, so called.

Section 5.8. Utility Easements. As shown on the Plans, the Submitted Land is burdened by a 100 foot wide power line easement.

Section 5.9. Forest Management Plan. As a condition of Town of Stratham Planning Board approval, a Forest Management Plan for the Parkman Brook Development Woodlands, was prepared by Charles A. Moreno, Consulting Forester, dated as of October 24, 2000 attached hereto as Appendix G ("Forest Plan"). The Forest Plan covers the submitted land as well as other land. To the extent the Forest Plan covers the submitted land, the Association shall implement such plan and the cost thereof shall be included in the Association annual budget.

ARTICLE VI

AMENDMENT OF DECLARATION

Section 6.1. Amendment Generally.

- (a) This Declaration may be amended only in accordance with the procedures specified in the Act and the express provisions of this Declaration. Subject to those exceptions expressly set forth in Sections 19, 33 and 34 of the Act, any such amendment shall require the consent of Owners entitled to cast at least seventy-five percent (75%) of the votes in the Association calculated in accordance with Section 2.3 of this Declaration. No amendment affecting rights reserved to Declarant hereunder or under the Act, may be made without written consent and joinder by Declarant.
- (b) Notwithstanding any provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to correct any typographical or other errors or omissions of a clerical nature in the text of this Declaration and/or its appendices, as recorded, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Lot Owners upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 6.1(b). No such amendment shall alter or affect the substance of this Declaration.
- (c) Each amendment of the type described in this Article VI shall be effective upon recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument shall be executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE VII

MORTGAGES

Section 7.1, Mortgaging of Lots.

- (a) There shall be no restrictions on the mortgaging of any Lot. However, only the holders of Eligible Mortgages shall be entitled to approve certain actions of the Association and receive certain notices as provided in Section 7.2. All mortgages and the obligations secured thereby shall be deemed to provide, generally, that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association.
- (b) When an Eligible Mortgage is delivered to an Eligible Mortgagee, the Lot Owner shall simultaneously provide the Board of Directors with the name and address of the Eligible Mortgagee and a conformed copy of the mortgage. The Secretary of the Association shall maintain a register of Eligible Mortgages, showing the name and address of the Eligible Mortgagee and the amount secured thereby and, upon receipt of the required information, instruct the Association's insurer to add the name of the holder of any Eligible Mortgage to the mortgagee provision of the Association's policy of property insurance and to deliver a certificate thereof to such Eligible Mortgagee.

Section 7.2. Provisions Pertaining to Eligible Mortgagees and FHLMC and FNMA Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Lots in the condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, and until such time thereafter as amended in accordance with Section 6.1 hereinabove, to wit:

- (a) Except as provided in the Act in the cases of condemnation or substantial loss to the Lots and/or Common Area, unless Eligible Mortgagees of Lots having, in the aggregate, at least seventy-five percent (75%) of the total Percentage Interest(s) appurtenant to Lots encumbered by Eligible Mortgages have given their prior written approval, the Owners and the Association shall not be entitled to:
 - (i) by act or omission, abandon or terminate the condominium status of the Property;
 - (ii) change the Percentage Interests or obligations of any Lot for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Lot in the Common Area;
 - (iii) by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Lot Owners

shall not be deemed a transfer within the meaning of this clause);

- (iv) use hazard insurance proceeds for losses to the Property (whether to Lot or to Common Area) for other than the repair, replacement or reconstruction of such Property;
 - (v) amend, modify or otherwise change any rights or obligations of Lot Owners or Eligible Mortgagees under this Declaration or the Bylaws; or
 - (vi) amend this Section 7.2.
- (b) Upon the specific written request of an Eligible Mortgagee or its servicer to the Association, such Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request:
- (i) Copies of budget, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the Eligible Mortgage;
 - (ii) Any audited or unaudited financial statements of the Association which are distributed to the Lot Owners;
 - (iii) Copies of notices of meetings of the Association and the right to be represented at any such meetings by a designated representative;
 - (iv) Notice of the decision of the Lot Owners to make any material amendment to this Declaration;
 - (v) Notice of substantial damage to or destruction of the Dwelling or other improvements within the Lot subject to such Eligible Mortgage (in excess of \$20,000) or any part of the Common Area (in excess of \$50,000);
 - (vi) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
 - (vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (viii) Notice of any action for which the consent of the Eligible Mortgagee is required pursuant to this Declaration;
 - (ix) Notice of any delinquency or other default by the Owner of the Lot which is subject to such Eligible Mortgage, where such delinquency or default is not cured by the Lot Owner within sixty (60) days after the giving of notice by the Association to the Lot Owner of the existence of the delinquency or default; or
 - (x) The right to examine the books and records of the Association at any reasonable time.

The request of an Eligible Mortgagee or its servicer shall specify which of the above items

it desires to receive and shall indicate the address to which any notice or documents shall be sent by the Association to inquire into the validity of any request made by an Eligible Mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and its Board of Directors.

- (c) An adequate reserve fund for maintenance, repairs and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.
- (d) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Lots. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Lots.
- (e) No amendment to the Declaration for relocation of boundaries of Lots pursuant to Section 6.1 hereof shall be effective unless approved in writing by 67% of the Owners.
- (f) This Article VII shall not apply to, or in any way be construed as a limitation upon, the right and option of Declarant to create additional Lots on Convertible Land or to contract the Condominium pursuant to Sections 4.1 and 4.2 hereof, including, without limitation, action by the Declarant incidental to its exercise of such rights, which might otherwise be deemed to violate subsections 7.2(a)(ii),(iii) or (vi) above, such as the construction of improvements and the encumbering of all or portions of the Convertible Land to finance such construction, and the submission of not more than nineteen (19) additional Lots to the Condominium with a resulting change in the Percentage Interests allocated to existing Lots pursuant to the provisions of the Act and the Declaration.

Section 7.3. Liability for Dues and Charges. Any mortgagee who obtains title to a Lot pursuant to the remedies provided in a mortgage on a Lot or by foreclosure of such mortgage will not be liable for such Lot's unpaid dues and/or charges which accrue prior to the acquisition of title to such Lot by the holder of a mortgage on such Lot, except to the extent otherwise provided for in the Act and except to the extent that such mortgagee is liable as a Lot Owner for the payment of such unpaid assessment and/or charge that is assessed against such mortgagee as a result of all Lot Owners being reassessed for the aggregate amount of such deficiency.

Section 7.4. Insurance and Condemnation Rights. No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Lots and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board of Directors of the Association, as trustee for the Owners and their mortgagees, pursuant to Section 6.1 (a) of the Bylaws shall not be deemed to constitute a "distribution to Owners" within the meaning of this Paragraph.

ARTICLE VIII

SALE, LEASING AND OCCUPANCY OF LOTS

Section 8.1. Leasing and Occupancy of Lots. Except as provided in Section 1.1 of the Bylaws, the Rules and Regulations, this Section and in Sections 3.1, 3.2 and 3.3 of this Declaration, and subject to applicable provisions of the Act, if any, there shall be no restrictions on leasing any Lot to any tenant. Any Owner, by appropriate provision in its lease to a Tenant, may grant to such Tenant a right, along with such Owner, to enforce the provisions of this Declaration against all persons, including, but not limited to, all Owners. Further, any Owner, by appropriate provision in its lease to a Tenant, may assign any or all rights appertaining to the leased Lot to such Tenant under the terms of this Declaration, including, without limitation, voting, use, approval or other rights created hereby. Any such assignment shall be effective upon written notice thereof to the Association specifying the rights assigned and accompanied by a copy of the instrument by which such rights are assigned. Notwithstanding the foregoing, and notwithstanding the terms of any lease or other instrument by which a Tenant agrees to assume and discharge the duties of a Lot Owner under this Declaration, no such lease or other instrument shall operate as a release by the Association of its rights of enforcement against the Lot Owner in respect of the Lot Owner's obligations under this Declaration and/or the Act, including, without limitation, the Association's right to enforce the obligation to pay assessments against the Lot Owner's Lot and the Association's lien for such assessments under the Act.

Section 8.2. Sale of Lots. This Declaration shall not be deemed to create a restriction on the sale, conveyance or other transfer of title to any Lot, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association. In order to maintain proper Association records, at or immediately following the time of transfer of a Lot, a transferring Lot Owner shall notify the Association in writing of the name and address of the transferee and the date of settlement; provided that the failure of the transferring Lot Owner to furnish such notice shall not operate to invalidate or have any other affect on the transfer.

Section 8.3. Nci Seyejranceofpwnership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Lot without including therein the undivided percentage interest of such Lot 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 all thereof, shall be deemed ad taken to include the title or interests so omitted even though the latter shall not be expressly mention or described therein. Except to the extent otherwise expressly provided by this Declaration, the Bylaws or the Act, the undivided percentage interest in the Common Area allocated to any Lot shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Lot to which it appertains shall be void.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, and the granting of easements and dedication of certain Common Area described in this Declaration or the Bylaws shall not be deemed a transfer within the meaning of this Section.

All leases or rental agreements for any Lot shall be in writing and shall specify that such agreement and the party's use of the Lot thereunder shall be subject to the Condominium Instruments.

ARTICLE IX

ASSIGNMENT OF DECLARANT RIGHTS

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Section 9.1. Assignment. Any one or more of Declarant's rights, as provided in the Act or as created and reserved by Declarant hereunder may be assigned by Declarant to any other party, in connection

with any financing provided to Declarant or otherwise, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferor and the transferee of the subject Declarant Rights and is recorded in the Office for the Recording of Deeds in and for Rockingham County. The holder of any mortgage obligation encumbering the Declarant's interest in the Condominium may succeed to the Declarant Rights, whether or not the Declarant has expressly assigned the Declarant Rights to the holder of such mortgage. No such Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Declarant Rights and arising prior to such Mortgagee's exercising its rights under any such assignment, or subsequent to such Mortgagee giving to the Association notice as provided for in Section 7.2, that as of the effective date of such notice, such Mortgagee is relinquishing or ceasing to exercise its rights thereunder.

ARTICLE X

NO PUBLIC DEDICATION OF COMMON AREA

Section 10.1. Averting Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Condominium to the public or for the public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be limited strictly to and for the purposes expressed herein. Anything contained in this Declaration to the contrary notwithstanding, the Board of Directors shall have the right, one day each calendar year during the term of this Declaration (but more often if legally necessary or desirable) to erect barriers or chains for the purpose of blocking off access to the Common Areas in order to avoid the possibility of dedicating the same for public use.

Section 10.2. Current Use Limitation. The Common Area shall not qualify for "current use" assessment pursuant to the provisions of RSA 79-A as amended from time to time.

ARTICLE XI

LOTS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Lots Subject to Condominium Documents. Each present and future Owner, lessee, occupant and mortgagee of a Lot shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in this Declaration, the Plans, the Bylaws, the Rules and Regulations and the deed to such Lots; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Lot any obligation which the Act or one or more of such documents, or both, make applicable only to Lot Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Lot, or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Act, this Declaration, the Plans, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Lot are accepted and ratified by such grantee or lessee, and are deemed unobjectionable by such mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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Section 11.2. Eminent Domain. This provision supplements Section 6 of the Act. Whenever all or part of one or more Lots shall be taken, injured or destroyed by eminent domain, the Lot Owners of

the Lots so taken, injured or destroyed by eminent domain shall be entitled to notice thereof and to participate in the proceedings incident thereto.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Prosecution of Proceedings. Enforcement may be by legal proceedings against any Person or Persons violating or attempting to violate any declaration, restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation and/or to recover damages.

Section 12.2. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 12.3. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

Section 12.4. Applicable Law. This Declaration shall be governed by and construed according to the laws of the State of New Hampshire.

Section 12.5. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the condominium project.

Section 12.6. Effective Date. This Declaration shall become effective when it and the Plans have been recorded.

Section 12.7. Notices. All notices, demands, bills, statements or other communications under this Declaration and the Bylaws shall be in writing and shall be deemed to have been duly given upon delivery and receipt by way of Federal Express or any similar overnight delivery service providing positive tracking of delivered items or five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Lot Owner, at the single address which the Lot Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Lot Owner, or (ii) if to the Association or to the Association's Board of Directors, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Lot Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 12.8. Appendices. All appendices attached to this Declaration are hereby made a part of this Declaration.

Section 12.9. No Partnership. This Declaration is not intended to create, and shall not have the effect of creating, a joint venture or partnership with respect to the matters herein contained.

Section 12.10. Waivers. No delay, omission or failure to object by the Declarant, the Association or any Owner in exercising any right or power accruing upon any default, of this Declaration, by any of the other Owners shall be construed to be a waiver of any such provision, right or power. A waiver by the Declarant, the Association or any of the Owners of any of the obligations of any other such party shall not be construed to be a waiver by any other party entitled to enforce the same, a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants or conditions of this Declaration.

Section 12.11. Force Majeure. A prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental delays, restrictions or control, civil commotion, fire or other casualty, floods, earthquakes, unusual acts of the elements, breach of this Declaration by Declarant, the Association, or any Owner or anyone claiming through or under any of them any other causes beyond the reasonable control of the party obligated to perform (not including the financial conditions of such party) shall excuse performance by such party for a period equal to the delay caused by such prevention, delay or stoppage.

Section 12.12. Estoppel Certificates. Within thirty (30) days after written request therefore, the Association or its authorized agent, shall execute and deliver, at a reasonable charge established by rules adopted by the Board of Directors, a certificate certifying, as of the date thereof, that to the best of the Association's knowledge the requesting Owner is in full compliance with the terms of this Declaration, and that all sums payable hereunder by such requesting Owner have been paid or, if any non-compliance exists or any sums have not been paid, specifying the nature of such non-compliance and the sums which are due and payable to the extent of the Association's knowledge, information and belief. Any Owner receiving any such certificate shall be entitled to rely thereon without independent investigation of the matters certified therein.

Section 12.13. Performance under Protest. The waiver by any Owner or by the Declarant or the Association of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach thereof or a waiver of any other term, covenant or condition herein contained. The performance by Declarant, the Association or any Owner of any act in connection with this Declaration upon demand or request of any other Owner shall be deemed to be "under protest" and shall not serve to waive either (a) any claim by the performing party that it was under no obligation to perform such act, or (b) any right or remedy the performing party may have with respect to such performance.

Section 12.14. No-Partition Unless Revocation. The Common Area shall remain undivided and no Lot Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

IN WITNESS WHEREOF, Stabile Homes at Stratham, Inc. has executed this Declaration, as of the day and year first above written.

ATTEST/WITNESS:

DECLARANT

STABILE HOMES AT STRATHAM, INC.

By: _____

Its; _____, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2002,
by

_____, _____ of Stabile Homes at Stratham, Inc.

Notary Public/Justice of the Peace

(Print or Type Name) My
Commission Expires:

APPENDIX A

SUBMITTED LAND

A certain parcel of land with the improvements thereon located in the Town of Stratham, County of Rockingham and State of New Hampshire bounded and described as follows:

Beginning at a point on the northerly side of Stratham Heights Road, said point being the southerly-most corner of the within described premises, thence running S 84° 08' 13" W along said Stratham Heights Road, a distance of 34.29 feet to a point in a stone wall; thence turning and running N 30° 22' 53" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 142.38 feet to a point in said stone wall; f hence turning and running N 33° 02' 35" E along said stonewall, a distance of 71.67 feet to a point in said stonewall; thence turning and running N 33° 45' 44" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 48.62 feet to a drill hole in said stone wall; thence turning and running N 26° 58' 42" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 103.60 feet to a point in said stonewall and along land now or formerly of the Town of Stratham; thence turning and running N 13° 11' 10" E along said stonewall and along land now or formerly of the Town of Stratham, a distance of 59.17 feet to a point in said stone wall; thence turning and running N 04° 03' 42" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 170.73 feet to a drill hole in said stone wall; thence turning and running N 53° 06' 32" W along said stonewall and along land now or formerly of the Town of Statham, a distance of 23.38 feet to a point in said stone wall; thence turning and running N 53° 06' 32" W along said stone wall and along land now or formerly of Kackenmeister, a distance of 115.78 feet to a drill hole in said stone wall; thence turning and running N 50° 30' 27" W along said stone wall and along land now or formerly of Kackenmeister, a distance of 125.40 feet to a point in said stone wall; thence turning and running, N 51° 18' 14" W along said stone wall and along land now or formerly of Kackenmeister, a distance of 147.64 feet to a point in said stone wall; thence turning and running N 50° 47' 33" W along said stone wall and along land now or formerly of Friedman, a distance of 20.03 feet to a drill hole in said stone wall; thence turning and running N 51° 46' 33" W along said stonewall and along land now or formerly of Friedman, a distance of 143.96 feet to a point in said stone wall; thence turning and running N 49° 26' 56" W along said stone wall and along land now or formerly of Friedman, a distance of 275.52 feet to a drill hole in said stone wall; thence turning and running N 35° 11' 24" E along said stone wall and along land now or formerly of Hammon, a distance of 194.85 feet to a point in said stonewall; thence turning and running N 35° 32' 29" E along said stone wall and along land now or formerly of Rodgers, a distance of 49.95 feet to a drill hole in said stone wall; thence turning and running N 36° 20' 03" E along land now or formerly of Rodgers, a distance of 219.14 feet to a drillhole in a stone wall; thence turning and running N 35° 41' 08" E along said stone wall and along land now or formerly of Rodgers a distance of 235.33 feet to a drill hole in said stone wall; thence turning and running N 35° 49' 57" E along said stone wall and along land now or formerly of Rodgers, a distance of 119.46 feet to a drill hole in said stone wall; thence turning and running N 36° 12' 48" E along said stonewall and along land now or formerly of Virball, a distance of 224.30 feet to a drill hole in said stone wall; thence running, still along land now or formerly of Virball N 35° 31' 15" E a distance of 212.06 feet to a drill hole in a stone wall at land now or formerly of Clark; thence running along said stone wall and land now or formerly Clark, N 35° 46' 23" E a distance of 49.99 feet to a point in said stone wall; thence running along said stone wall and land now or formerly of Clark, N 35° 45' 38" E a distance of 159.63 feet to a drill hole in said stonewall; thence continuing, still along said stonewall and land now or formerly of Clark in the following four (4) courses and distances: N 35° 33' 44" E a distance of 199.02 feet to a drill hole; N 36° 48' 04" E a distance of 61.40 feet; N 46° 48' 06" E a distance of 72.96 feet; and N 43° 59' 31" E a distance of 22.19 feet to a drill hole in said stone wall at land now or formerly of Kirriemuir Condominium Association; thence turning and running along said stone wall and land now or formerly of said Condominium Association, S 62° 38' 05" E a distance of 145.18 feet to a drill hole in said stone wall along said Association land; thence running S 69° 38' 59" E a distance of 1222.46 feet to a drill hole in a partial stone wall at land now or formerly of Trentley, as shown; thence turning and running along land now or formerly of Trentley, S 43° 44' 27" W a distance of 234.37 feet to a drill hole; thence turning and running still along land now or formerly of Trentley, S 60° 41' 20" W a distance of 185.41 feet to a drill hole in a partial stone wall at land now or formerly of Breslin Revocable Trust; thence running along said partial stone wall and land now or formerly of Breslin Revocable Trust, S 54° 33' 40" W a distance of 174.51 feet to a point; thence turning and running still along said land now or formerly of Breslin Revocable Trust, S 39° 26' 24" W a distance of 147.01 feet to a point at the end of a stone wall, as shown;

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thence running still along said land now or formerly of Breslin Revocable Trust, S 31° 03'02" W a distance of 266.90 feet to a drill hole in a stone wall at land now or formerly of Perry; thence turning and running along said land now or formerly of Perry, S 41° 02' 34" W a distance of 93.90 feet to a point at the end of a stone wall; thence turning and running, still along said stone wall and land now or formerly of Perry in the following five (5) courses and distances: S 42° 47' 16" W a distance of 198.03 feet to a drill hole; S 43° 26' 18" W a distance of 130.59 to a drill hole; S 43° 02' 38" W, a distance of 465.93 feet to a drill hole; S 42° 05' 09" W, a distance of 266.51 feet to a drill hole; and S40°50' 10" W a distance of 200.57 feet to a drill hole in said stone wall at land now or formerly of Hart; thence- running along said stone wall and land now or formerly of Hart in the following five (5) courses and distances: S 42° 32' 16" W a distance of 113.84 feet to a drill hole; S 38° 59' 00" W, a distance of 75.57 feet to a drill hole; S 42° 25' 06" W a distance of 64.51 feet to a point; S 32° 54' 23" W a distance of 92.53 feet to a point; and S 26° 44'52" W a distance of 85.76 feet to a point on the northerly sideline of Stratham Heights Road, being the point and place of beginning. Said lot containing 53.87 acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Parkman Brook Development, LLC by Warranty Deed of Barbara Clements, Mary L. Gerkin and D, Cameron Sewall a/k/a Cameron Sewall to Parkman Brook Development, LLC, dated September 12, 2000, recorded in said Registry of Deeds at Book 3512, Page 2698, no matter how otherwise described, together with all of the premises described as "Tract I" and a portion of the premises described "Tract II" in Warranty Deed to Parkman Brook Development, LLC by Sewall Pond View Farm Limited Partnership, dated September 12, 2000, recorded in Rockingham County Registry of Deeds at Book 3512, Page 2703.

Being the same premises depicted as "Proposed Lot 3" / Tax Map 2, Lot 86-2 and "Proposed Lot 4" / Tax Map 2, Lot 86-3 on plan of land entitled, "Open Space Subdivision Plan For Sewall Pond View Farm, LP Bunker Hill Ave. & Stratham Heights Rd. County of Rockingham Stratham, N.H.," prepared by Millette, Sprague & Colwell, Inc., dated June 6,2000, revised through 10/3/00, recorded in Rockingham County Registry of Deeds as Plan fflD-28437 (2 Sheets).

SUBJECT TO the easements, restrictions, covenants and conditions as shown and noted on said Plan #D-28437 and a certain "Layout Plan" recorded as #D-28860 of Rockingham County Registry of Deeds, including, without limitation, the easement to pass and repass from Tax Map 2, Lot 20 to Map 2, Lot 87, as reserved in the deed recorded in said Registry at Book 357, Page 125, and now held by Ruth M. Breslin, Trustee, Ruth M. Breslin Revocable Trust.

SUBJECT TO Utility Easement Deed granted by Parkman Brook Development, LLC to Exeter & Hampton Electric Co., dated May 3,2001, recorded in Rockingham County Registry of Deeds at Book 3577, Page 1449, as amended by Corrective Utility Easement recorded at Book 3713, Page 0990, which utility easement is depicted as "PROPOSED RELOCATED POWER EASEMENT" on plan entitled, "Open Space Subdivision Plan For Sewall Pond View Farm LP Bunker Hill Ave. & Stratham Heights Rd. County of Rockingham Stratham, N.H.," prepared by Millette Sprague & Colwell, Inc., dated June 6,2000, with revisions through 10/3/00, recorded in Rockingham County Registry of Deeds as Plan #D-28437 (2 Sheets).

SUBJECT TO:

1. Mortgage and Security Agreement from Stabile Homes at Stratham, Inc. to First Essex Bank in the original principal amount of \$3,800,000.00, dated October 9,2002 and recorded with the Rockingham County Registry of Deeds as Book 3857, Page 302 on October 9,2002.
2. UCC-1 Financing Statement recorded in the Rockingham County Registry of Deeds at Book 3857, Page 322.
3. The premises is subject to current land use (Map 2, Lot 86), recorded in the Rockingham County Registry of Deeds at Book 2793, Page 277 and Book 2845, Page 1151.
4. The premises are subject to Easement Deed from Sewall Pond View Farm to Exeter & Hampton Electric

Co., recorded in the Rockingham County Registry of Deeds at Book 3525, Page 0232.

5. The premises is subject to Corrective Deed from Mary C. Sewall, et al to Sewall Pond View Farm Limited Partnership, recorded in the Rockingham County Registry of Deeds at Book 3290, Page 1187.
6. The premises is subject to notes on Plans D-28860, D-28437, D-28426 and D-29570, as the same may apply.
7. The premises is subject to and with the benefit of Attorney General Certificate of Exemption recorded in the Rockingham County Registry of Deeds at Book 3837, Page 1922.
8. The premises is subject to Plan D-30177 in the Rockingham County Registry of Deeds

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APPENDIX B

SCHEDULE OF PERCENTAGE INTERESTS

<u>UNIT#</u>	<u>PERCENTAGE INTEREST</u>
Unit 1	2.63 %
Unit 2	2.63 %
Unit 3	2.63 %
Unit 4	2.63 %
Unit 5	2.63 %
Unit 6	2.63 %
Unit 7	2.63 %
UnitS	2.63%
Unit 9	2.63 %
Unit 10	2.63%
Unit 11	2.63%
Unit 12	2.63%
Unit 13	2.63 %
Unit 14	2.63 %
Unit 15	2.63%
Unit 16	2.63%
Unit 17	2.63 %
Unit 18	2.63%
Unit 19	2.63 %
Unit 20	2.63 %
Unit 21	2.63%
Unit 22	2.63 %
Unit 23	2.63 %
Unit 24	2.63%
Unit 25	2.63 %
Unit 26	2.63 %
Unit 27	2.63 %
Unit 28	2.63%
Unit 29	2.63%
Unit 30	2.63%
Unit 31	2.63%
Unit 32	2.63 %
Unit 33	2.63 %
Unit 34	2.63%
Unit 35	2.63 %

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Unit 36	2.63 %
Unit 37	2.63 %
Unit 38	2.63%

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APPENDIX D CONVERTIBLE LAND

There is no convertible land.

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**APPENDIX E
WITHDRAWABLE
LAND**

A certain parcel situated off Stratham Heights Road, being Lot 4 as shown on the Condominium Site Plans and being more particularly described as follows:

Beginning at a point on the northerly side of Stratham Heights Road, said point being the southerly-most corner of the within described premises, thence running S 84° 08' 13" W along said Stratham Heights Road, a distance of 34.29 feet to a point in a stone wall; thence turning and running N 30° 22' 53" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 142.38 feet to a point in said stone wall; thence turning and running N 33° 02' 35" E along said stonewall, a distance of 71.67 feet to a point in said stone wall; thence turning and running N 33° 45' 44" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 48.62 feet to a drill hole in said stone wall; thence turning and running N 26° 58' 42" E along said stonewall and along land now or formerly of the Town of Stratham, a distance of 103.60 feet to a point in said stonewall and along land now or formerly of the Town of Stratham; thence turning and running N 13° 11' 10" E along said stonewall and along land now or formerly of the Town of Stratham, a distance of 59.17 feet to a point in said stone wall; thence turning and running N 04° 03' 42" E along said stone wall and along land now or formerly of the Town of Stratham, a distance of 170.73 feet to a drill hole in said stone wall; thence turning and running N 53° 06' 32" W along said stone wall to a point; thence turning and running S 85° 20' 43" E to a concrete bound to be set; thence turning and running southerly along a curve of radius 522.91 feet, a) of 22° 28' 16" and a distance of 205.08 feet to a point in a stone wall at land now or formerly of Hart; thence running along said stonewall and land now or formerly of Hart in the following five (5) courses and distances: S 42° 32' 16" W a distance of 113.84 feet to a drill hole; S 38° 59' 00" W, a distance of 75.57 feet to a drill hole; S 42° 25' 06" W a distance of 64.51 feet to a point; S 32° 54' 23" W a distance of 92.53 feet to a point; and S 26° 44' 52" W a distance of 85.76 feet to a point on the northerly sideline of Stratham Heights Road, being the point and place of beginning.

This parcel is withdrawable only for the purpose of conveyance to the Town of Stratham for dedication as a public road from Stratham Heights Road to the Condominium.

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APPENDIX F LAND NOT WITHDRAWABLE

A certain parcel of land with the improvements thereon located in the Town of Stratham, County of Rockingham and State of New Hampshire bounded and described as follows:

Beginning at a point in a stone wall at the northeasterly most corner of land now or formerly of Russel W. Fitch, said land being Tax Map 2, Lot 16-27; thence running N 53° 06' 32" W along said stone wall and along land now or formerly of Kackenmeister, a distance of 115.78 feet to a drill hole in said stone wall; thence turning and running N 50° 30' 27" W along said stone wall and along land now or formerly of Kackenmeister, a distance of 125.40 feet to a point in said stone wall; thence turning and running, N 51° 18' 14" W along said stonewall and along land now or formerly of Kackenmeister, a distance of 147.64 feet to a point in said stone wall; thence turning and running N 50° 47' 33" W along said stone wall and along land now or formerly of Friedman, a distance of 20.03 feet to a drill hole in said stone wall; thence turning and running N 51° 46' 33" W along said stonewall and along land now or formerly of Friedman, a distance of 143.96 feet to a point in said stone wall; thence turning and running N 49° 26' 56" W along said stone wall and along land now or formerly of Friedman, a distance of 275.52 feet to a drill hole in said stone wall; thence turning and running N 35° 11' 24" E along said stonewall and along land now or formerly of Hammon, a distance of 194.85 feet to a point in said stone wall; thence turning and running N 35° 32' 29" E along said stone wall and along land now or formerly of Rodgers, a distance of 49.95 feet to a drill hole in said stone wall; thence turning and running N 36° 20' 03" E along land now or formerly of Rodgers, a distance of 219.14 feet to a drill hole in a stone wall; thence turning and running N 35° 41' 08" E along said stone wall and along land now or formerly of Rodgers a distance of 235.33 feet to a drill hole in said stone wall; thence turning and running N 35° 49' 57" E along said stone wall and along land now or formerly of Rodgers, a distance of 19.46 feet to a drill hole in said stone wall; thence turning and running N 36° 12' 48" E along said stone wall and along land now or formerly of Virball, a distance of 224.30 feet to a drill hole in said stonewall; thence running, still along land now or formerly of Virball N 35° 31' 15" E a distance of 212.06 feet to a drill hole in a stone wall at land now or formerly of Clark; thence running along said stone wall and land now or formerly Clark, N 35° 46' 23" E a distance of 49.99 feet to a point in said stone wall; thence running along said stonewall and land now or formerly of Clark, N 35° 45' 38" E a distance of 159.63 feet to a drill hole in said stone wall; thence continuing, still along said stone wall and land now or formerly of Clark in the following four (4) courses and distances: N 35° 33' 44" E a distance of 199.02 feet to a drill hole; N 36° 48' 04" E a distance of 61.40 feet; N 46° 48' 06" E a distance of 72.96 feet; and N 43° 59' 31" E a distance of 22.19 feet to a drill hole in said stonewall at land now or formerly of Kirriemuir Condominium Association; thence turning and running along said stone wall and land now or formerly of said Condominium Association, S 62° 38' 05" E a distance of 145.18 feet to a drill hole in said stone wall along said Association land; thence running S 69° 38' 59" E a distance of 1222.46 feet to a drill hole in a partial stone wall at land now or formerly of Trentley, as shown; thence turning and running along land now or formerly of Trentley, S 43° 44' 27" W a distance of 234.37 feet to a drill hole; thence turning and running still along land now or formerly of Trentley, S 60° 41' 20" W a distance of 185.41 feet to a drill hole in a partial stonewall at land now or formerly of Breslin Revocable Trust; thence running along said partial stone wall and land now or formerly of Breslin Revocable Trust, S 54° 33' 40" W a distance of 174.51 feet to a point; thence turning and running still along said land now or formerly of Breslin Revocable Trust, S 39° 26' 24" W a distance of 147.01 feet to a point at the end of a stone wall, as shown; thence running still along said land now or formerly of Breslin Revocable Trust, S 31° 03' 02" W a distance of 266.90 feet to a drill hole in a stone wall at land now or formerly of Perry; thence turning and running along said land now or formerly of Perry, S 41° 02' 34" W a distance of 93.90 feet to a point at the end of a stone wall; thence turning and running, still along said stone wall and land now or formerly of Perry in the following five (5) courses and distances: S 42° 47' 16" W a distance of 198.03 feet to a drill hole; S 43° 26' 18" W a distance of 130.59 to a drill hole; S 43° 02' 38" W, a distance of 465.93 feet to a drill hole; S 42° 05' 09" W, a distance of 266.51 feet to a drill hole; and S 40° 50' 10" W a distance of 200.57 feet to a drill hole in said stone wall at land now or formerly of Hart; thence turning and running along a curve with a radius of 522.91 feet, a Δ of 22° 28' 16" and a length of 205.08 feet to a concrete bound to be set; thence turning and running N 85° 20' 43" W a distance of 150.00 feet to the point and place of beginning. Said parcel containing 52.98 acres, more or less.

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