

ST. MAGNUS CONDOMINIUM

Ocean Boulevard

Hampton, New Hampshire

By Mrs current

through July 25, 1999

ERS. McDERMOTT
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAW
OF ST. MAGNUS CONDOMINIUM PROJECT HAMPTON, NEW HAMPSHIRE

Made this 22nd day of August, 1973, by St. Magnus Associate
a general partnership formed under the laws of the State of New
Hampshire, and with a principal place of business at Hampton,
County of Rockingham and State of New Hampshire, all the general
partners of which are Hamish Fraser, Frank C. Estey, Jr., and Ne
W. Barron, all of 160 Middle Street, Portsmouth, New Hampshire,
herein called "Developer" for itself, its successors, grantees,
and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE

The purpose of this Declaration is to submit the lands herein de
scribed and the improvements thereon to the condominium form of o
wnership and use in the manner provided by New Hampshire Revised Sta
tutes, Chapter 479-A, Unit Ownership of Real Property, herei
n called The Condominium Act.

(1) Name and Address. The name by which this condominium
to be identified is "St. Magnus Condominium", a condominium
and its address is Ocean Boulevard, Hampton, New Hampshire.

(2) The Land. The lands owned by the Developer which are
hereby submitted to the condominium form of ownership are locat
ed on Ocean Boulevard at the intersection of North Beach Road in
the Town of Hampton, State of New Hampshire and are more
particularly described in Appendix A of this Declaration.

2. DEFINITIONS

The terms herein and the By-Laws shall have the meaning stated
in The Condominium Act, and as follows, unless the context otherwi
se requires.

(1) Association of Unit Owners means the St. Magnus Asso
ciation and its successors.

(2) Common areas and facilities shall include the areas a
nd facilities specifically set forth by The Condominium Act at New
Hampshire RSA 479-A:1VI, with the exception of the storage spac

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and basements

(3) Common expenses include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common areas and portions of units to be maintained by the Association (as well as the items stated in The Condominium Act)

(b) Expenses declared common expenses by the provisions of this Declaration or By-Laws.

(c) Any valid charge against the condominium as a whole.

(4) 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.

(5) Utilities services shall include services as that term is used in The Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, and shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioners, and garbage and sewerage disposal.

3. DEVELOPMENT PLAN

The condominium is described and established as follows:

(1) Survey and Plot Plan. A survey of the land showing the approximate location of each of the three (3) buildings and each of the twenty-six (26) units and the further improvements placed thereon including the swimming pool is attached as Appendix B.

(2) Easements. Easements are reserved to the condominium a 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 containing this unit, or as the building is constructed, unless approved in writing by a unit owner. None of the rights a:

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of the owners created herein, or by the deed creating the condominium, shall be altered in any way by encroachments due to a settlement or a shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided however that in no event shall a valid easement for encroachment be created by or on behalf of owners if said encroachment occurred without the actual consent of said owner or owners.

(3) Improvements. The improvements upon the land include and will be limited to the following:

(a) The condominium includes three (3) buildings which buildings are more particularly described in Section of paragraph 1, Development Plan, and such buildings have been constructed substantially in accordance with the floor plan which have been attached hereto as Appendix C1 through C3. The units are located in said buildings as shown on Appendix B, Survey and Plot Plan and Appendix C, Floor Plan and according to the following schedule.

Building No.	Units	Appendix C
A	1 - 9	C1
B	10 - 18	C2
C	19 - 26	C3

(b) The condominium also includes automobile parking areas and rights of way thereto and a swimming pool which are part of the common areas and facilities. Such improvements have been constructed substantially in accordance with the plan which is attached hereto as Appendix B. The parking areas will be assigned to the Unit Owners on an individual basis by the Association, however, they shall remain a part of the common areas and facilities for purposes of maintenance and repairs.

(4) Units - General Provisions. The following provisions apply to each unit:

(a) Boundaries. Each unit, which term is used in this

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sub-section concerning boundaries shall include that part of a building containing the unit which lies within the boundaries of the unit, which boundaries are as follows:

(1) Horizontal Boundaries. The upper and lower boundaries of each unit shall be:

(i) Upper Boundary: The upper boundaries of each unit shall be the plane of the under surfaces of the chords which serve as ceiling joists.

(ii) Lower Boundary: The lower boundaries for each unit shall be the upper surface of the concrete slab forming the foundation of the first floor.

(2) Vertical Boundaries. The vertical boundaries of each unit shall be:

(i) Exterior building walls: To the interior stud surface of the walls of the building bounding a unit and where there is attached to the building a balcony, stairway, 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 fixtures thereon

(ii) Interior building walls: The interior stud surface of walls separating units.

(iii) Windows and doors: To the inner surface of the door and the inner surface of the window sash.

(5) Changes in Price. To meet the particular requirements of prospective purchasers or to allow for the changes in price of the building and its elements, 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 of such unit or its percentage of interest in the common elements of its membership in the Association.

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4. VALUE OF THE PROPERTY AND OF EACH UNIT AND PERCENTAGE OF
UNDIVIDED INTEREST AND DETAILED DESCRIPTION OF BUILDINGS
AND UNITS ALL AS REQUIRED BY NEW HAMPSHIRE REVISED STATUTES
ANNOTATED, CHAPTER 479-A, SECTION 10.

The value of the condominium property as a whole and the schedule
of the values of each of the units and the percentage of
undivided interest in the common areas and facilities appertaining
to each unit is attached hereto as Appendix D.

1. Description of Buildings. The condominium consists of
three (3) separate buildings, lettered A, B and C, which are
located on the premises as shown on the Survey and Plot Plan,
Appendix B. Buildings A and B are three story buildings, the
third story of each building consisting of the loft which is more
particularly shown on the floor plans attached hereto as Appendix
C. Each building contains nine (9) units and each is located on the
premises as indicated on the Site Plan attached hereto as
Appendix B. Building C consists of two (2) four (4) unit
structures connected by a covered walkway and located on the
subject premises as indicated on the Site Plan attached hereto as
Appendix B. The two (2) four (4) unit structures are also each
three (3) stories in height, the third story in each being the
loft which is more particularly set forth on the floor plans
attached hereto as Appendix C. The orientation of the units
on the land the relation of each unit to the others in each build
is more particularly described and set forth on the Survey and
Plot Plan attached hereto as Appendix B and the plans for each
building which have been attached hereto as Appendix C.

The buildings are of general wood frame construction on
poured concrete slabs without basements, without attics and with
pitched roofs. The outer walls consist of wood shingles and plywood
soffits with asphalt shingles on all of the roof areas. The
windows are of aluminum combination type including aluminium

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Building glass doors onto the decks and patios where indicated on the floor plans. Entrance doors are of insulated steel type in wood frames.

The elevations of the units above sea level are as follows:

Building	Unit	Elevation in feet
A	1 - 9	19.50 feet
B	10 & 11	19.00 feet
B	12 & 13	18.00 feet
B	14 & 15	17.04 feet
B	16 & 18	16.14 feet
C	19 - 22	14.97 feet
C	23 - 26	15.02 feet

2. Description of Units.

a. Dimensions of Units - General. All of the units are two-bedroom units which include two-bedrooms and a full bath on the first floor and a living room, dining room, half bath, kitchen and dinette area on the second floor and a loft and storage area on the third floor. Each unit contains a patio opening off the master bedroom to the rear of the unit with the exception of the patios of Units 9, 18 and 19 which open off the side of the master bedroom as shown on the floor plans and each unit contains a deck opening off the living room to the rear of the unit as shown on the floor plans.

The floor plans for each building and for each unit are set forth in full in Appendix C and said floor plans fully and accurately depict the lay out, location, unit numbers and dimensions of the units as built. Each of the twenty-six (26) units is built on the same basic floor plan and contains identical dimensions. The only variations among the units are determined by the locations of the various room areas within the units with reference

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to the stairways, the locations of the units in the building and the size and location of the patios in Units 9, 18, and 19.

As more particularly shown on the floor plans, each of the units contains the following:

A master bedroom 16 feet 2 inches by 12 feet 5 inches and a second bedroom 12 feet 7 inches by 9 feet 8 inches an entry way, hallway, full bath and closet space all as more particularly shown on the floor plan and a patio opening off the master bedroom which is approximately 16 feet 10 inches by 16 feet in all of the units except Unit 9, Unit 18 and Unit 19 in which the patio is approximately 12 feet by 20 feet.

The second floor contains a living room and dining room the dimensions of which are 25 feet 5 inches by 16 feet, a kitchen and dinette area and a half bath and linen closet and a deck opening off the living room which is approximately 6 feet by 16 feet all as more particularly shown on the floor plans.

The third floor of each unit consists of a loft, the dimensions of which are 16 feet by 13 feet 2 inches and a storage area which is approximately 13 feet by 5 feet 1 inch. The remaining area in the third floor, as shown on the floor plans, is open area from the living room to the roof.

3. Individual Description of Units and Statements of Location

UNIT NO. 1 is a two-bedroom unit with the stairwells on all floors to the right of the entrance way as shown on the floor plans. It is located on the Northerly end of Building A with the Northeast corner of the living room area being constructed at a point which is approximately 65 feet in a Westerly direction from the sideline of Ocean Boulevard and 10 feet in a Southerly direction from the

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North property line. The unit is approximately 1929 square feet in living area and contains six (6) rooms, in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 2 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 1 and shares a party wall with Unit No. 1 in Building A. The unit is approximately 1929 square feet in living area contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to walkways located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 3 is a two-bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the South of and approximately 5 feet to the West of Unit No. 2 in Building A and shares in part a party wall with Unit No. 2. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

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UNIT NO. 4 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South and shares a party wall with Unit No. 3 in Building A. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkways located to the rear of the unit as shown on Appendix B.

UNIT NO. 5 is a two-bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the South of and approximately five feet to the West of Unit No. 4 in Building A and shares in part a party wall with Unit No. 4. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkways located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 6 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 5 in Building A and shares a party wall with Unit No. 5. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the

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walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 7 is a two-bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the South and approximately five (5) feet to the West of Unit No. 6 in Building A and shares in part a party wall with Unit No 6. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 8 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 7 in Building A and shares a party wall with Unit No. 7. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 9 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 8 in Building A and shares a party wall with Unit No. 8. The unit is approximately 1900 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio

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and a deck located to the side of the master bedroom as shown on the floor plans, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of and to the patio side of the unit as shown on Appendix B.

UNIT NO. 10 is a two-bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located at the Northerly end of Building B approximately 30 feet to the Southeast of Unit No. 9 as shown on Appendix B. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 11 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 10 in Building B and shares a party wall with Unit No. 10. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

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UNIT NO. 12 is a two-bedroom unit with stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the South of and approximately five (5) feet to the West of Unit No. 11 in Building B is constructed on an elevation one (1) foot below Unit No. 11 and it shares a party wall in part with Unit No. 11. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 13 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 12 in Building B and shares a party wall with Unit No. 12. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 14 is a two-bedroom unit with the stairwells on all floors located to right of the entrance way as shown on the floor plans. It is located to the South and approximately five (5) feet to the West of Unit No. 13 in Building B and is constructed on an elevation one (1) foot below Unit No. 13 in Building B and shares in part a party wall with Unit No. 13. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio,

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a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 15 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 14 in Building B and shares a party wall with Unit No. 14. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 16 is a two bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the South and approximately five (5) feet to the West of Unit No. 15 in Building B and is constructed on an elevation one (1) foot below Unit No. 15 and shares in part a party wall with Unit No. 15. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 17 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 16 in Building B and shares a party wall with Unit No. 16. The unit is approximately 1929 square feet in

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living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 18 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the South of Unit No. 17 and at the Southerly end of Building B and shares a party wall with Unit No. 17. The unit is approximately 1900 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio and deck located off the side of the master bedroom, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of and to the patio side of the unit as shown on Appendix B.

UNIT NO. 19 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located at the Southerly end of Building C and the Northwesterly corner of bedroom two is shown on the floor plans as constructed approximately forty-nine (49) feet from the sideline of Northbeach Road and ten (10) feet from the Westerly sideline of the subject property. Unit No. 19 and the other units in Building C are constructed on a forty-five (45) degree angle. The unit is 1900 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio and a deck located off

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the side of the master bedroom, closet space and storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of and to the patio side of the unit as shown on Appendix B.

UNIT NO. 20 is a two-bedroom unit with the stairwells on all floors located to the right of the entrance way as shown on the floor plans. It is located to the North of Unit No. 19 in Building C and shares a party wall with Unit No. 19. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 21 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of Unit No. 20 in Building C and shares in part a party wall with Unit No. 20. The unit is approximately 1929 square feet living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 22 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of

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Unit No. 21 in Building C and shares a party wall in part with Unit No. 21. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and along the Northern side of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 23 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of and approximately six (6) feet distant from Unit No. 22 in Building C. It is connected to Unit No. 22 by a trellis as shown on the second floor plans for Building C. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and along the Southerly side of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 24 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of Unit No. 23 in Building C and shares in part a party wall with Unit No. 23. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second

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floor, a patio, a deck closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 25 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of Unit No. 24 in Building C and shares a party wall in part with Unit No. 24. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common area in front of the unit as shown on Appendix B.

UNIT NO. 26 is a two-bedroom unit with the stairwells on all floors located to the left of the entrance way as shown on the floor plans. It is located to the North of Unit No. 25 and at the Northerly end of Building C and shares a party wall in part with Unit No. 25. The unit is approximately 1929 square feet in living area and contains six (6) rooms in addition to a full bathroom on the first floor, a half-bath on the second floor, a patio, a deck, closet space and a storage area which is located on the loft floor. The unit has immediate access to the walkway located to the rear of the unit and to the common areas on the side of the unit and to the front of the unit as shown on Appendix B.

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STATEMENT OF PURPOSES, USE AND RESTRICTIONS

The units, and the common area shall be occupied and.

(a) 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 lessee or guests.

(b) Special permission may be given by the Board of Directors for limited professional office use of a particular unit upon application of the owner of such unit, where the Board of Directors shall find that such limited professional use is not incompatible with the basic residential nature of the project as a whole. The Board of Directors may grant such permits and for such periods of time and upon such further terms, conditions and restrictions as it shall deem to be in the best interest of the project as a whole.

(c) There shall be no obstructions of the common area. Except in the case of the designated storage areas, nothing shall be stored in the common area without the prior consent of the Board of Directors.

(d) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance in the common area 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 area which will result in the cancellation of insurance on any unit on any part of the common area or which would be in violation of any law. No waste will be permitted in the common area.

(e) 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.

(f) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common

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area except dogs, cats or other household pets which may be kept in the units, subject to the rules and regulations adopted by the Board of Directors.

(g) No noxious or offensive activities shall be carried on in any unit, in the common area shall anything be done therein which may become an annoyance or nuisance to the other units owners.

(h) Nothing shall be altered or constructed or removed from the common area except upon the written consent of the Board of Directors.

(i) There shall be no violation of the rules of the use of the units or common area 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.

(j) The Developer and persons that he may select shall have the right of ingress and egress over, upon and across the common area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary and incident to construction, and complete development and sale of the project, 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.

(k) 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.

AGENT FOR SERVICE OF PROCESS

Notwithstanding to the Developer transfers the right and responsibility to the Board of Directors to the owners as provided in the Declaration, the name and address of the person in Rockingham County, New Hampshire, the name and address of the person in Rockingham County, New Hampshire for the service of process in all matters pertaining to the property as provided by New Hampshire

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RSA 479-A:10 is: Peter F. Kearns, 408 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 whose name and address is contained in the recorded affidavit of notice of election required by the By-Laws. 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.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

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 Association shall maintain, repair and replace:

(a) All portions of the common area and facilities not included within the unit as defined in Section 3, paragraph 4. 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 unit which service part or parts of the condominium other than 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

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repaired and replaced by the Association and to pay the cost as assessed by the Association to repair windows and exterior doors. Such shall be done without disturbing the rights of other unit owners.

(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 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, By the Association. The maintenance and operation of the common areas shall be the responsibility and expense of the Association.

(5) 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 percent or more but less than seventy-five percent of the unit owners, which does not interfere with the rights of any owners

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installments 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 provided in New Hampshire Revised Statutes Annotated Chapter 479 shall also secure reasonable attorney's 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 Revised Statutes Annotated 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.

9. ASSOCIATION

The operation of a condominium shall be by an unincorporated Association which shall be organized and shall fulfill its functions pursuant to the following provisions

(1) The name of the Association shall be the St. Magnus Association.

(2) 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. Provided, however, the power of the Association acting through its Board of Directors, to purchase a unit of the condominium shall be limited to the purchase at involuntary sales and foreclosures of units for assessments for common expenses at which sale the Association shall bid no more than the amount secured by its lien. This provision, however, is not intended to limit the lawful

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without their consent, may be done if the owners who do not approve are relieved from the cost thereof. The share of any cost not so assessed shall be assessed to the other unit owners in the shares which their shares in the common areas bear to each other. Furthermore, seventy-five 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 percent of the value of the condominium, any owner not so agreeing may apply to the Superior Court of Rockingham County 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.

8. ASSESSMENTS

The making and collection 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 elements which is appurtenant to the unit owned by him, as set forth in Appendix D. Provided, however, that if a unit is declared to be untenable by the Board of Directors of the Association for any reason and it remain untenable for a period exceeding sixty days, the common expense attributable to such unit shall be abated by the Board of Directors until such unit is determined to be tenable by the Board of Directors. During such period of abatement the common expense attributable to such unit shall be pro-rated and borne among the remaining tenable units in accordance with their proportionate share of the common expense.

(2) Interest; Application of Payments. Assessments and

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of a court of competent jurisdiction providing for the
of a dissident owner's unit as provided in paragraph 7 (5)
This provision shall not be changed without
the members and the joinder of all recor
mortgages upon the condominium.

(3) 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 dee
establishing record title to a unit in the Condominium. The
Buyer shall deliver to the Board of Directors of the Associat
a photostatic copy of the deed showing the Book, Page and tim
the recording of the Deed in the Rockingham County Registry o
Deeds. The Board of Directors shall keep such photostatic cop
on file as evidence of the Grantee's membership in the Associ
tion 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 there
terminated.

(c) Voting rights. A member of the Association shall
be entitled to cast a number of votes on behalf of his unit
or units as shown on Appendix D attached hereto and incorpora
herein by reference. Where there is more than one record own
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 Associati

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The share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(4) 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.

(5) 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 where 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.

(6) 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.

(7) By-Laws. The By-Laws of the Association shall be in form attached hereto as Appendix E.

(8) Property and Trust. All funds and title to all property acquired by the Association and the proceeds thereof shall be in trust for the membership in accordance with the provisions

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Declaration of Condominium and the By-Laws..

RECONSTRUCTION OR REPAIR AFTER CASUALTY AND VOTING REQUIREMENT
IN THE EVENT OF DAMAGE OR DESTRUCTION

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

(a) Common Area. If the damaged improvement is a
common area, the damaged property shall be reconstructed
or repaired.

(b) Building

(1) Partial destruction. If the damaged improvement
is a 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.

(2) Total destruction. If the damaged improvement
is a 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 60 days after the casualty at least
75% of all the unit owners vote not to reconstruct the
destroyed building and in such event 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 RSA 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
substantially in accordance with the plans and specifications for

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the original building in regard to exterior appearance, size, dimensions and all portions of common areas; if not then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building, 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 casualty. In all other instances, the responsibility and cost of such reconstruction and repair after 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 who own the damaged units, and against all unit owners in the case of damage to the common areas in sufficient amount to provide funds for the payment of such cost. Such assessments against unit owners for damage to units, shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common areas shall be in proportion to the owners share of the common areas.

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(6) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of

of insurance held by the Association or by the Insurance Trustee appointed by the Association and funds collected by the Association on account of assessments against unit owners shall be used 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 (\$5,000.00) 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:

(1) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Association or the Insurance Trustee, as the case may be, to the unit owner, or if there is a mortgagee endorsement as to said unit, then to the unit owner and the mortgagee jointly.

(2) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the construction funds shall be disbursed

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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 (\$5,000.00) Dollars.

(3) 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 and 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.

(4) 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 beneficial owners of the funds in the proportion in which they contributed.

(5) Certificate. Notwithstanding the provision 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 other person, nor to determine whether a disbursement is to be made

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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; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided for by law and in adding insurance for such other risks, of a similar or broader nature, as are or shall hereafter customarily be required with respect to other condominium projects of similar construction, design and use, which insurance shall be governed by the following provision:

- (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.

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(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 owner may realize under any insurance policy which the Board of Director may have in force on the condominium at any particular time.

(6) Each unit owner may maintain his own insurance policy on his personal property contained in his own unit.

(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 (\$1,000.00) 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 can not be cancel invalidated, or suspended on account of the conduct of any one or more individual owners;

(c) The master policy on the project can not be cancel invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager

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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 3 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.

12. AMENDMENTS

This Declaration of condominium and the By-Laws of the St. Magnus Association except as otherwise provided herein, may be amended by an instrument in writing signed, acknowledged and recorded as provided by New Hampshire RSA 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 effected 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

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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 Article 12 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.

13. 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 10 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 RSA Chapter 479- provided, however, that if any unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other unit.

14. 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.

15. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of

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03048

one provision or portion hereof shall not affect the validity of any other provision hereof.

EFFECTIVE DATE

Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have placed their hands and seal on the date and year first above written.

Witnessed:

ST. MAGNUS ASSOCIATES
By all the General Partners

By

Hamish Fraser
A General Partner

By

Frank C. Estey, Jr.
A General Partner

By

Norman W. Barron
A General Partner

THE STATE OF NEW HAMPSHIRE

Notary Public, ss

August 22, 1973

Personally appeared the above named Hamish Fraser, Frank C. Estey, Jr. and Norman W. Barron and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Justice of the Peace/Notary Public

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608 LAFAYETTE ROAD
PLYMOUTH, NEW HAMPSHIRE
03844

APPENDIX A

Legal Description

A certain tract or parcel of land with the buildings and other improvements thereon situate in Hampton, County of Rockingham, State of New Hampshire being shown on "Plan of Land, Hampton Beach, N.H. for St. Magnus Associates, Scale: lin. = 20 ft., October, 1972, John W. Durgin, Civil Engineers" more particularly bounded and described as follows: Beginning at an iron pipe on the Northerly side of North Beach Road, so-called, at land now or formerly of Fred J. Schaaake; thence on a course North 42° 07' East 423.2 feet by land of Schaaake and Maude R. Irish to an iron pipe; thence on a course North 40° 20' East 10.5 feet to a fence post; thence turning and running on a course South 37° 03' East 255.44 feet by land of The Greenlands Development Corp. and Irving B. and Barbara E. Haseltine to a drill hole in rock on the Westerly sideline of Ocean Boulevard, so-called; thence turning and running by said Ocean Boulevard and by North Beach Road along the following courses and distances to the place of beginning: South 52° 19' West 105.30 feet to a drill hole in concrete; thence South 47° 57' West 153.50 feet to an iron pipe; thence South 82° 22' West 116.80 feet to a drill hole in rock; thence North 75° 53' 30" West 64.26 feet to a spike; thence North 54° 33' West 84.63 feet to the place of beginning. Said premises containing 1.95 acres. Being the same premises conveyed to the developer by deed of Frank C. Estey, Norman W. Barron and Hamish A. Fraser dated October 12, 1972 and recorded October 13, 1972 in the Rockingham County Registry of Deeds at Book 2177 Page 256, and re-recorded November 24, 1972 in the Rockingham County Registry of Deeds at Book 2187, Page 275.

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03941

APPENDIX D

Unit Number	Value	Percentage of Undivided Interest
-------------	-------	-------------------------------------

1	\$ 52,500	3.9414%
2	52,500	3.9414%
3	52,500	3.9414%
4	52,500	3.9414%
5	52,500	3.9414%
6	52,500	3.9414%
7	50,500	3.7912%
8	50,500	3.7912%
9	51,500	3.8663%
10	56,500	4.2417%
11	52,500	3.9414%
12	52,500	3.9414%
13	52,500	3.9414%
14	52,500	3.9414%
15	52,500	3.9414%
16	52,500	3.9414%
17	52,500	3.9414%
18	56,500	4.2417%
19	50,500	3.7912%
20	49,500	3.7162%
21	49,500	3.7162%
22	50,500	3.7912%
23	47,500	3.5660%
24	46,500	3.4909%
25	44,500	3.3408%
26	45,500	3.4159%

\$1,332,000 Total Value of Property

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03042

37-40

37/38/39/40

missing

APPENDIX E

BY-LAWS

I. Board of Directors. The Affairs of the Association 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 there 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 Condominiums 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);

2. A policy or policies of fire insurance as the same are more fully set forth in Paragraph 11 of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Area, payable as provided in Paragraph 11 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

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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 Areas, and their invitees, or tenants), incident to the ownership and/or use of the Condominium 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 One Million Dollars (\$1,000,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) 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 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; 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 particular Units, the cost thereof shall be specially assessed to the Owners of such Units.

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9. Maintenance and repair of any Unit, 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 completion of construction of the Condominium 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 any number 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

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03062

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 V-A 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 V-A 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 officers 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 I-F 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 meeting 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

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03888

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 attached to the Declaration and marked Appendix D. Developer will be liable for the amount of any assessment against completed Units owned by Developer. If said sum estimate 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 provision 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 Areas, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payment involved shall be available for examination by any Owner at convenient hours on weekdays.

D. 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 maintained 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 per cent (10%) 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

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02846

. 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 a 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 attorney 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 Condominium and furnish copies thereof to the Owners.

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& KEARNS
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02868

Amendments

By - 10/11

CERTIFICATE OF VOTE

2273-1953

We, Karl Gladstone, Fred T. Ranes, Jr., and Carmita A. Murphy, being a majority of the Board of Directors of the St. Magnus Condominium Association, do hereby certify that the following as a true and correct copy of a vote duly held at a Special Meeting of the Board of Directors of the Association, December 18, 1976, as the same appears in the records of the minutes of the said Association, and that said vote has not been altered, amended or repealed at any subsequent meeting, and is now in full force and effect:

VOTED: That in the event that any Unit Owner in the St. Magnus Condominium Association shall sell or convey title to such Unit, he shall obtain a certificate of payment of the assessments from the Board of Directors of the Association prior to such sale, which Certificate shall be recorded in the Rockingham County Registry of Deeds as evidence of the compliance with this vote.

In the event that such Certificate shall not be obtained and recorded, this vote shall operate as a notice to any third party purchaser of any such Unit of the intention of the Board of Directors to seek collection of such unpaid assessments that may be outstanding as of the time of said sale or conveyance from such third party purchaser.

We, the majority of the Board of Directors of St. Magnus Condominium Association have hereunto set our hands and seals this 18 day of December, 1976.

Karl Gladstone 
Director President
Fred T. Ranes, Jr. 
Director Treasurer
Carmita A. Murphy 
Director Secretary

77 JAN 12 4:10:47

RECORDING CLERK
REGISTRY OF DEEDS

60717

2211-1099

A F F I D A V I T

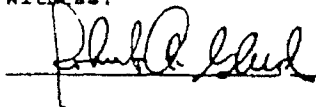
WE, the undersigned, being all of the partners of the St. Magnus Associates, a general partnership organized under the laws of the State of New Hampshire, both individually and in our capacity as partners of said partnership, give the following Affidavit.

1. We are all of the parties, being both Grantee and Grantor to a certain deed dated October 12, 1972 and recorded October 13, 1972 in the Rockingham County Registry of Deeds at Book 2117, Page 256 and recorded November 24, 1972 at the Rockingham County Registry of Deeds at Book 2187, Page 275.

2. That there was good and fair consideration for the execution of said Deed the monetary value of which was less than \$100.00. The recital of no consideration on said deed was in error.

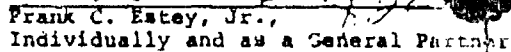
3. The property which is the subject of said deed is not homestead property.

Witness:

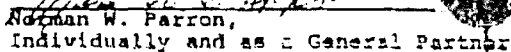



Hamish Fraser,
Individually and as a General Partner




Frank C. Estey, Jr.,
Individually and as a General Partner

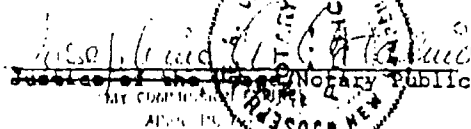



Norman W. Barron,
Individually and as a General Partner

STATE OF NEW HAMPSHIRE
Rockingham, ss

Personally appeared the above named Hamish Fraser, Frank C. Estey, Jr. and Norman W. Barron, all of the General Partners of St. Magnus Associates and acknowledged the foregoing Affidavit to be their free act and deed.

Before me,


Joseph J. McLaughlin
Notary Public
My Comm. Expires 12/31/73
APPROPRIATE

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& KEARNS
PROFESSIONAL
ASSOCIATION
ATTORNEYS AT LAW
40 LAFAYETTE ROAD
DARTMOUTH, NEW HAMPSHIRE
03824

2266-0672

AMENDMENT TO DECLARATION

22678
The Declaration of the St. Magnus Condominium, dated August 22, 1973 and recorded in the Rockingham County Registry of Deeds at Book 2209, pursuant to the provisions of that Declaration and the provisions of RSA 479-A:14, is hereby amended as follows:

76 OCT 17 AM 128
RECEIVED CLERK OF
REGISTRY OF DEEDS
Subparagraph (1) and subparagraph (2) of subparagraph (4) in Paragraph 3, entitled, "Development Plan," are hereby eliminated and in substitution therefore the following provisions are hereby adopted.

- (1) Horizontal Boundaries. The upper and lower boundaries of each unit shall be:
 - (i) Upper Boundary: The upper boundaries of each unit shall be the plane of the lower surface of the ceilings.
 - (ii) Lower Boundary: The lower boundaries for each unit shall be the upper surface of the subflooring of the first floor.
- (2) Vertical Boundaries. The vertical boundaries of each unit shall be:
 - (i) Exterior building walls: To the interior plane surfaces of the walls of the building bounding a unit and where there is attached to the building a balcony, stairway, patio, deck or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include to the interior plane surfaces of such structure and fixtures thereon.
 - (ii) Interior building walls: The plane of the interior surface of the walls.
 - (iii) Windows and Doors: To the inner surface of the door and the inner surface of the window sash.

This Amendment shall not change or affect the percentage

2266-0673

ownership of any unit owner in the common areas and facilities
nor shall this Amendment change the description of any unit as
set forth in paragraph 2 of Article Four in the said Declaration.

We, the undersigned, being all of the unit owners of the
St. Magnus Condominium do hereby consent and agree to the
herein stated Amendment as required by RSA 479-A:14

SEE ATTACHED CONSENTS OF UNIT OWNERS.

73DEC20 4 1:20

Rockingham County
Registry of Deeds

AMENDMENT

2215-0126

TO

ST. MAGNUS CONDOMINIUM

WHEREAS, St. Magnus Associates, a general partnership formed under the laws of the State of New Hampshire, and with a principal place of business at Hampton, County of Rockingham and State of New Hampshire, all the general partners of which are Hamish Fraser, Frank C. Estey, Jr., and Norman W. Barron, all of 160 Middle Street, Portsmouth, New Hampshire, has filed a condominium under Declaration dated August 22, 1973 and recorded August 28, 1973 in the Rockingham County Registry of Deeds at Book 2209, Page 1243, and Declaration Plan dated July, 1973 and recorded on August 28, 1973 as Plan #D-3936 and Floor Plans recorded therewith as D-3936-1, D-3936-2, and D-3936-3.

NOW THEREFORE, the St. Magnus Associates amends said Declaration of Condominium to record the Certification of a Licensed Professional Engineer pertaining to the Floor Plans of all the units in each of the buildings as required by New Hampshire RSA 479-A:12, which certificate is attached hereto as Appendix A.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals this 18TH day of DECEMBER, 1973.

Witness:

[Signature]

ST. MAGNUS ASSOCIATES
By all the General Partners

By [Signature]
Hamish Fraser
A General Partner

to all

By [Signature]
Frank C. Estey, Jr.
A General Partner

three

By [Signature]
Norman W. Barron
A General Partner

THE STATE OF NEW HAMPSHIRE

Rockingham, ss

Dec 18, 1973

Personally appeared the above named Hamish Fraser, Frank C. Estey Jr. and Norman W. Barron and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]
Justice of the Peace/Nature Public

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& KEARNS
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HAMPTON, NEW HAMPSHIRE
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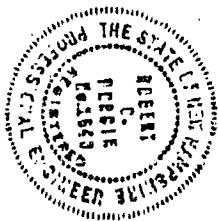
2215-0127

APPENDIX A

ST. MAGNUS CONDOMINIUM
CERTIFICATION OF LICENSED PROFESSIONAL ENGINEER
AS REQUIRED BY

N.H. R.S.A. 479-A:12 ST. MAGNUS CONDOMINIUM.

I, Robert O. Durgin, being licensed in the State of New Hampshire as a professional engineer, hereby certify that the floor plans recorded with the St. Magnus Condominium, said Declaration of Condominium being dated August 22, 1973 and recorded in the Rockingham County Registry of Deeds in Book 2309, Page 1243, said floor plans being recorded with the Declaration as Appendix C, Sheets 1 through 3 and being further identified as Rockingham County Registry of Deeds Plan # D-3936-1, D-3936-2, D-3936-3 are accurate copies of portions of the plans of the buildings as filed with and approved by the Governmental Subdivision of the Town of Hampton, New Hampshire, having jurisdiction over the issuance of permits for the construction of buildings. I also hereby certify that such plans fully and accurately depict the layout, location, unit designations, and dimensions of Units 1 through 9 in Building A, Units 10 through 18 in Building B and Units 19 through 26 in Building C, as built.



Robert O. Durgin

2215-0128

THE STATE OF NEW HAMPSHIRE

Rockingham, ss

30 Nov., 1973

Before me the undersigned officer, Robert O. Durgin did
appear and made oath that the foregoing certificate by him
subscribed is true and accurate to the best of his knowledge.

Josephine A. Catalano
Notary Public/Justice of the Peace

NOTARY PUBLIC
APRIL 11



ST. MAGNUS CONDOMINIUM

2209-1288

CERTIFICATION OF LICENSED PROFESSIONAL ENGINEER

AS REQUIRED BY

N.H. R.S.A. 479-A:12 ST. MAGNUS CONDOMINIUM

I, Robert O. Durgin, being licensed in the State of New Hampshire as a professional engineer, hereby certify that the floor plans recorded with the St. Magnus Condominium, said Declaration of Condominium being dated August 22, 1973 and recorded in the Rockingham County Registry of Deeds in Book 2209, Page 1243 said floor plans being recorded with the Declaration as Appendix C, sheets 1 through 3 and being further identified as Rockingham County Registry of Deeds Plan # D-3936 - 1 - D-3936 - 3 are accurate copies of portions of the plans of the buildings as filed with and approved by the Governmental Subdivision of the Town of Hampton, New Hampshire, having jurisdiction over the issuance of permits for the construction of buildings. I also hereby certify that such plans fully and accurately depict the layout, location, unit designations, and dimensions of Units 1 through 9 in Building A and Units 10 through 18 in Building B, as built.

Robert O. Durgin

