

DECLARATION OF CONDOMINIUM
FOR
HIGHLAND LINKS COLONY, A CONDOMINIUM

THIS DECLARATION is made this 22nd day of March, 1985, and revised in June, 1990, by KRYPTON CORPORATION, a New Hampshire corporation with a mailing address of RFD 3, Box 213, Plymouth, New Hampshire 03264 (hereinafter sometimes called the "Declarant"), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA Chapter 356-B (hereinafter sometimes called the "Act");

WHEREAS the Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Mt. Prospect Road in Holderness, Grafton County, New Hampshire, on which it purposes to construct certain buildings containing a total of thirty-four (34) separate, living units with parking areas, to a condominium project known as HIGHLAND LINKS COLONY, A CONDOMINIUM (hereinafter sometimes called "The Condominium"); and

WHEREAS the Declarant intends to sell and convey condominium units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvements of The Condominium for the benefit of all of said condominiums and the future owners thereof;

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the condominiums and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of The Condominium as a whole and to mutually benefit each of the servitudes upon each of said condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in and of said condominium units, including the Declarant, and their grantees, heirs, devisees, successors, and assigns, and shall deem to run with the land and be a burden and benefit to all such persons, including Declarant, their grantees, heirs, devisees, successors, and assigns.

ARTICLE 1, DEFINITIONS

1-100

Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:

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- 1-101 "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102 "Additional Land" means all of the land which, subject to the provisions of the Condominium Act and the provisions hereof, may be added to the Condominium.
- 1-103 "Assessment" means that portion of the cost of maintaining, improving, repair, and managing the property which is to be paid by each unit owner.
- 1-104 "Association" or "Association of Owners" or "Homeowners Association" means the unit owners acting as a group in accordance with the Act, the Declaration, and the Homeowners Association By-Laws.
- 1-105 "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration or by By-Laws of the Homeowners Association as the governing body of said Homeowners Association.
- 1-106 "Building" means all of the structures containing units located on the property subject to this condominium.
- 1-107 "Homeowners Association By-Laws" means the instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Homeowners Association.
- 1-108 "Common Area" means all that portion of the Condominium, other than the units, and is more particularly described in Chapter 2-400 hereof. Common Area includes Limited Common Area.
- 1-109 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Homeowners Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.
- 1-110 "Common Profits" means all income collected or accrued by or on behalf of the Homeowners Association, other than income derived from special assessments against individual units as provided for in Paragraph 2-702, Chapter 5-100, Chapter 7-100, Chapter 18, or Chapter 14 hereof.
- 1-111 "Condominium: means the real property and any interests therein described in Exhibit A hereof.
- 1-112 "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A - a legal description of the real property subjected to this Declaration. Also included within

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the scope of Exhibit A are the following surveyor's and engineer's plans:

Highland Links colony, A Condominium, Mt. Prospect Road, Holderness, N.H., Surveyed August 1984, by John R. French, Revised March 1985; and as later amended and revised and recorded on August 1, 1989 as Plan # 5747, Grafton County Registry of Deeds.

Exhibit B - By-Laws of Highland Links Colony Association, Residency Regulations, Recreation Facility Regulations.

Exhibit C - Condominium Warranty Deed.

Exhibit D - Deed from Richard and Judith Dearborn to Krypton Corporation.

Exhibit E - Assignment of undivided interest in the Common Area of the Condominium.

Exhibit F - Easement Deed from Lynn Currier, Michael D. Currier and Steven D. Currier to Krypton Corporation.

Exhibit G - Deed from Marcia B. Pine and Richard V. Bergren to Joseph and Deloris Clark; proposed deed from Marcia B. Pine and Richard V. Bergren to Krypton Corporation.

- 1-113 "Condominium Rules": means such Residency Regulations as the Homeowners Board from time to time may adopt relative to the use of The Condominium, or any part hereof.
- 1-114 "Condominium Unit" means a unit together with the undivided interest in the common area pertaining to that unit.
- 1-115 "Declarant" means Krypton Corporation, a New Hampshire Corporation, with a place of business in Plymouth, New Hampshire, and with a mailing address of RFD 3, Box 213, Plymouth, New Hampshire 03264, or its successors or assigns.
- 1-116 "Declaration" means this instrument.
- 1-117 HIGHLAND LINKS COLONY, A CONDOMINIUM, means the premises described in Exhibit A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-118 "Institutional Lender" means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the ongoing entities.

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- 1-119 "Limited Common Area" means a portion of the common area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.
- 1-120 "Manager" means the person designated by the Homeowners Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by the Homeowners Board in accordance with the provisions of the Declaration and the By-Laws.
- 1-121 "Share" means the assigned, undivided interest in and to the Common Area attributed to each unit as set forth in Chapter 2-600.
- 1-122 "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-123 "Unit" means a portion of The Condominium designated and intended for individual ownership and use. Garages shall be included within the source foot calculation used to determine the size of a unit and its undivided interest in the Common Area.
- 1-124 "Unit Owner" means one or more persons who own a condominium unit.
- 1-125 "Rear of Unit" means the single side of the unit that faces the assigned parking spaces for the subject unit.

ARTICLE 2, INFORMATION REQUIRED BY SECTION 356-B:16

- 2-100 Description of Land. A legal description of the Submitted Land, consisting of 53.95 acres, on which the buildings and other improvements in The Condominium are located is contained in Exhibit A attached hereto and made a part hereof. The Submitted Land includes an existing golf course, and proposed cross country skiing trails.
- 2-200 Description of Building. There are twenty-one (21) residential buildings in The Condominium, containing a total of thirty-four (34) units, which shall be constructed as The Condominium. The buildings will be constructed of wood frame and concrete block on a concrete slab. At the option of the unit owner, the Declarant may be authorized at the time of initial sale to construct an attached or detached garage, in accordance with the site plan included in Exhibit A. It shall be constructed of wood frame and concrete block on a concrete slab. No more than one garage shall be constructed for each residential unit. In addition, The Condominium consists of an existing Community Center building, ~~an proposed~~ ^{EXISTING} swimming pool, and ~~an proposed~~ ^{EXISTING} tennis court.
- 2-300 Description of Units. The unit number and the dimensions of each unit are shown on the Site Plan and Floor Plans

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referred to in Exhibit A. The Boundaries of each unit with respect to floors, ceiling, and walls, and doors and windows thereof are as follows:

2-301 Horizontal Boundaries:

- (a) The unfinished or undecorated interior surfaces of the lower most basement floor.
- (b) The unfinished or undecorated interior surfaces of the upper most ceiling.

2-302 Vertical Boundaries:

- (a) The unfinished or undecorated interior surfaces of the perimeter walls and door frames.
- (b) The unfinished or undecorated interior surfaces of perimeter doors.
- (c) The unfinished or undecorated interior surfaces of windows and window frames.

2-303 Garages: Any garages appurtenant to any unit shall be shown on site plans and floor plans in Exhibit A and shall have the same boundary restrictions as units described above.

2-400 Description of Common Area. The Common Area includes, but not by way of limitation:

2-401 The land on which the buildings containing the units are located and the walks, shrubbery, and other plantings, parking areas, ^{ROADS AND} the driveway, community building, golf course, ~~cross country ski trails~~, tennis court, swimming pool, and other land and interests in land included in the description of The Condominium in Exhibit A.

2-402 The foundations, column girders, beams and supports, and roof of said buildings; the perimeter walls and door frames around each unit to the unfinished or undecorated interior surfaces thereof and other walls and door frames which are not within a unit; the perimeter doors and windows to the unfinished or undecorated interior surfaces thereof and other doors and walls which are not within a unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas with the expressed exception of the water systems which serve the units.

2-403 The sewerage disposal and water systems, chimneys serving more than one unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single unit unless such portions are entirely encased within other common area within the unit).

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2-404 The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a unit and any such facilities located within a unit, which either serve parts of The Condominium other than the unit within which they are located or are entirely encased by other common area within the; and

2-405 All other parts of The Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in this Declaration or its exhibits.

2-406 Deleted, June, 1990

2-407 The Association is responsible for maintaining, operating and repairing and paying for the maintenance, operation, and repair of all Common Areas except as provided otherwise in this Declaration.

2-500 Description of Limited Common Area. There is appurtenant to each of the units Limited Common Areas which are limited to the exclusive use of the owner or owners of the units or units to which they are appurtenant:

2-501 There is ^{PREDICATED} ~~predicated~~ to each unit as Limited Common Area the land immediately adjacent to the non-rear of the unit of each individual unit for a distance of twenty-five (25) feet; provided, however, that in the event of units which are closer than fifty (50) feet, the Limited Common Area between such units shall be one-half of the distance. In addition, there is ^{PREDICATED} ~~predicated~~ to each unit as Limited Common Area the land immediately adjacent to the rear of the unit of each individual unit for a distance of fifty (50) feet measured from the rear wall of the dwelling unit as extended not including any garage which shall be located within said Limited Common Area; provided, however, that in the event that the distance to a road right-of-way or property border from the rear wall is less than fifty (50) feet, the Limited Common Area shall extend only to said right-of-way or property border, and provided further, that in the event of units which are closer than sixty-five (65) feet, the Limited Common Area between the units shall be a prorated share of the land based upon the rights enjoyed by each unit. Each unit owner shall be required to keep these respective yard areas in good order at all times. The maintenance of these Limited Common Areas shall be a common expense borne by all members of the Association. Said Limited Common Areas shall be measured as being adjacent to the non-rear side of any garage which is attached to a dwelling unit. Any detached garage shall not have Limited Common Area immediately adjacent to it, but said area shall be Common Area.

2-502 Deleted, June, 1990

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2-504

There is appurtenant to the units numbered 28 through 34 as Limited Common Area the right to use the road bordering the property of The Condominium and William G. Cushing, and bordering the property of The Condominium and the Estate of Charles L. Currier known hereafter as Currier Road. The location, extent of interest, and the use and maintenance is limited by an agreement between Krypton Corporation and Lynn Currier, Michael D. Currier and Steven D. Currier which is attached to this Declaration as Exhibit "F". The method used to assess maintenance, operational, and capital costs for this road is described in Section 10-600. Said road may, at some future date, be accepted as a public road by the Town of Holderness, at which time all former rights and obligations to that private way will be extinguished without prejudice or recourse to the Declarant.

2-600

Unit Values. An assigned, undivided interest in the common areas is allocated to each condominium unit and as shown in Exhibit "E". These assignments are based upon the square footage of floor space within each unit with a minimum unit size of 1,400 square feet. Garages are not included in the square footage of a unit. The Declarant reserves the right to amend Exhibit "E" and by so doing, re-assign the interests to each and every unit according to a ratio between the total square footage of all residential units and each unit. Such amendments shall occur upon the construction of any unit in excess of 1,400 square feet or upon the Declaration inclusion or the Additional Land into The Condominium as per Article 17. No re-assignment of unit values shall be made for improvements made by any other party except the Declarant.

2-601

Voting Rights. There shall appertain to each condominium unit in The Condominium, for voting purposes in connection with meetings of the Association, one vote per unit. Where a particular condominium unit is owned by more than one person, said owners may not divide the vote appertaining to that unit.

2-700

Statement of the Purposes of Condominium Use. The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Residency Regulations, are in furtherance of this purpose.

2-701

Each unit shall be occupied and used primarily for private, residential purposes by the owner and his family, or by lessees or guests of the owner. This restriction shall not be construed to prohibit owners from leasing their condominium units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

2-702

The Common Area shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same. No

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boats, boat trailers, snowmobiles, barbeque grills or other personal property shall be stored in the Common Area. Storage of such items shall be inside the common storage facility, the unit or garage as space permits and subject to the direction of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.

2-703 No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

2-704 No signs (except as provided in Paragraph 2-706 below), clothes lines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board.

2-705 No animals, livestock, or poultry, except those animals commonly thought of as household pets, shall be kept anywhere within The Condominium.

2-706 The Declarant shall be deemed to be the owner of any condominium units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold condominium units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the condominium units by the respective unit owners. The Association shall have the right to place reasonable building and unit identification signs, and signs notifying users of the Common Area of the use, or other pertinent items concerning those facilities or areas.

2-707 The Association is empowered to adopt and amend, from time to time, Condominium Residency Regulations concerning the use of The Condominium and various parts thereof, which Residence Regulations shall be furnished in writing to all unit owners and which Residency Regulations shall not be violated.

2-708 The consent of the Board referred to in this Chapter 2-700 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of The Condominium.

2-709 None of the rights and obligations of the owners created

herein or in any deed conveying a condominium unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments, except to the extent that any unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.

2-710 The Association is empowered to adopt and amend, from time to time, recreation facility regulations concerning the use of The Condominium's recreation facilities.

2-711 Nothing in this Declaration is meant to restrict the Association from authorizing the use of the recreation facilities located in the Common Area by members of the general public for a fee. The Association may authorize said use, subject to any recreation facility regulations as per Section 2-710. All fees generated from the use of the recreation facilities shall be subject to any contractual obligations and shall be considered common profit.

2-712 Nothing in this Declaration is meant to prevent the Association from subdividing and selling, or abandoning the use of the golf course, provided the other procedural provisions of this Declaration are followed.

2-713 Since the sport of golf can be hazardous, and it may result in property damage, or personal injury, all owners, their guests, invitees, and families shall hold the Association harmless for any damage or injury which results from golfing activity on the property.

2-800 Person to Receive Service of Process.

2-801 The Consumer Protection and Antitrust Division of the New Hampshire Attorney General's Office shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative.

2-802 Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be Mt. Prospect Road, Holderness, New Hampshire.

2-803 Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon David L. Kent, Esq. 91 Highland Street, Plymouth, NH 03264.

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Highland Street, Plymouth, NH 03264.

- 2-900 Vote to Rebuild. The provisions as to the percentage of votes by the Owners which shall be determinative of the question whether to rebuild, repair, restore, or sell The Condominium, in the event of damage or destruction of all or part thereof are set forth in Article 3.

ARTICLE 3, INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

- 3-100 Insurance to be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:

- 3-101 Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the buildings in The Condominium, including without limitation all such portions of the interior of such building as are for insurance purposes normally deemed to constitute part of the building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, except for improvements made by individual owners which exceed a total of One Thousand Dollars (\$1,000.00) and which are not reported to the insurer, such insurance to be in an amount at least equal to the full replacement value of the building, and to be payable to the Board as trustees for the unit owners and their mortgagees as their respective interests may appear.

- 3-102 Public Liability Insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Unit Owner's Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to The Condominium and all unit owners and other persons entitled to occupy any unit or other portion of The condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive or joint use.

- 103
3-~~301~~ Workmen's Compensation Insurance as required by law.

- 3-104 Such other insurance as the Board may determine such as special coverage for the use of the recreation facilities.

- 3-200 General Insurance Provisions

- 3-201 The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 above, and shall review with the insurer or insurance agent, at least

annually, the coverage under said policies, said review to include an appraisal of improvements within The Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Chapter.

3-202

The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

- (a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners, and members of the family or any owner who reside with said owner, except in cases of arson or fraud;
- (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has "no control";
- (c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured thereunder and all mortgagees of condominium units in The Condominium;
- (d) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by owners or their mortgagees; and
- (e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

3-203

Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Chapter 3-100 above, and each owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.

3-204

Each owner must obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, all floor coverings whether or not fixtures, and all improvements to his unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported in writing to the Board.

3-205

Each owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of improvements to his condominium unit

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(except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice the Board shall notify the insurer under any policy obtained pursuant to Paragraph 3-101 of any such improvements.

3-300 Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of The Condominium, as a result of fire or other casualty:

3-301 The Board ^{OK} shall arrange for the prompt repair and restoration ~~if~~ the damaged or destroyed portion of The Condominium and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of eighty percent (80%) of the owner's total voting power votes not to repair, reconstruct or rebuild the damaged or destroyed property, and to terminate The Condominium. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Condominium's reserves for contingencies and replacements or, in the discretion of the Board, distribution by the Board to the owners and their mortgagees as their interests may appear, in accordance with the fractions set forth in Chapter 2-600. (In the event that The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value, and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild).

3-302 If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the ~~buildings~~ in The Condominium, and the Association by a vote of eighty percent (80%) of the owners' total voting power votes not to repair, reconstruct or rebuild, or if The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners by a vote of eighty percent (80%) of their total voting power elect to sell The Condominium, then the Board shall record at the Belknap County Registry of Deeds a Termination Agreement or Amendment and upon the recording of said notice, The Condominium, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by the individual owners, each owning an undivided interest equal to the fraction set forth in Chapter 2-600 hereof, and any liens on any condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered condominium unit in accordance with

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the then existing priorities. Upon the recording of said Termination Agreement of Amendment, the said property shall be subject to a petition by any owner to the Board for its sale and for partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in parts and at one or more sales, upon such terms and conditions as the Board in its sole discretion, deems in the best interest of the owners and the net proceeds of such sale of sales, together with the net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all the owners in proportion to their respective undivided interests in said property, after first paying out of the share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

3-303 Notwithstanding the provisions of Paragraphs 3-301 and 3-302, the unit owners, by a vote of eighty (80%) of their total voting power may elect to sell The Condominium in its damaged condition, in which event a Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

3-304 Deleted June, 1990

ARTICLE 4, EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-100 Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive ownership and possession of his unit and his garage (if any). No owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors and ceilings surrounding his condominium unit or garage, nor shall an owner be deemed to own pipes, wires, conduits or other utility lines running through said condominium unit or other structural support members of a building which items are hereby made a part of the Common Area. An owner shall, however, be deemed to own the walls and partitions which are contained within said owner's condominium unit or garage and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

4-200 Each owner shall own an assigned, undivided interest in the Common Area as provided in Exhibit "E" of the Declaration. No such interest shall be altered in a manner except as provided in Section 2-600 which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each unit owner may use the

Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any condominium Residence Regulations adopted pursuant to said provisions. The Declarant has specifically preserved the right to re-assign the undivided interest in the Common Area in Section 2-600. This re-assignment shall not extend to the single vote per unit as provided in Section 2-601.

4-300

Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the unit owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5, OWNER'S OBLIGATION TO REPAIR

5-100

Each owner shall, at his own expense, keep his condominium unit and garage (if any) and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the unit in good repair, each owner shall be responsible for the maintenance, repair or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his condominium unit or garage. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his condominium unit or garage. Each owner shall also, at his own expense, keep the Limited Common Area appurtenant to his unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event an owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said owner. The Association shall, at common expense, maintain in a reasonable and normal manner the Limited Common Area, and make repairs due to normal wear and tear. No owner shall permit any repair or other work in his unit, garage, or the Limited Common Area appurtenant to his unit by any one unless such person or entity has furnished written evidence that ~~is~~ ^{it} has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations or is under \$500.00 in value.

ARTICLE 6, PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-100 No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board;
- 6-101 Make or permit to be made any structural alteration, improvement, or addition in or to his condominium unit, garage, or in or to any other part of The Condominium;
- 6-102 Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Condominium;
- 6-103 Impair any easement or right or personal property which is a part of The Condominium;
- 6-104 Paint or decorate any portion of the exterior of the building or any other structure in The Condominium or any Common Area therein.
- 6-105 No additions to the exterior of the individual units, except for sunporches or decks, shall be permitted. Such sunporches or decks shall first receive the permission of the Homeowners Association and shall be located totally within the Limited Common Area of any unit. No internal modification of individual units which would increase the number of presently existing bedrooms shall be permitted.

ARTICLE 7, ENTRY FOR REPAIRS

- 7-100 The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more unit owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more unit owners, in which case the negligent unit owner or unit owners shall bear the expense of such repairs.

ARTICLE 8, BY-LAWS

- 8-100 The By-Laws shall be as set forth in Exhibit "B" attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Grafton County Registry of Deeds.

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ARTICLE 9, CONVEYANCES

9-100 The sale and leasing and mortgaging of condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:

9-200 Neither the Declarant nor any unit owner shall be required to obtain approval of the Association for the sale or lease of any condominium unit.

9-300 No owner shall convey, mortgage, sell or lease his unit unless and until he shall have paid in full to the Board all assessments contained in Articles 2, 5, 7, 10, 14, and 18 which are then due.

ARTICLE 10, ASSESSMENTS

10-100 Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Paragraph 2-702, Article 5, Article 7 hereof or Article 18, and all other assessments made against him by the Board in accordance with the terms of the Declaration and By-Laws and all expenses are incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46.

These costs may include, but are not limited to, assessments for common expenses, golf course operation and maintenance costs, and any other expenses as provided by this Declaration.

10-200 No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that condominium unit. Such request shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on the Association, the Board of Directors, and every unit owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.

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10-300

The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priorities set forth in RSA 356-B:46, I. Any lien may be exercised for any unpaid common expense or other expenses or assessments after thirty (30) days from the due date. The lien shall include interest, costs and attorney's fees, and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of Power of Sale Mortgages, or by suit brought in the name of the Board of Directors, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

10-400

An owner's share of the budget for operation, maintenance, or normal capital costs of Common and Limited Common Areas shall be based upon his interest in the Common Area as shown in Exhibit "E" with the owner being assessed the same proportion of the budget as his percentage share shown in Exhibit "E". Special assessments shall be made by the Board of Directors as provided in the Declaration and the Association By-Laws on a reasonable basis. The Declarant has reserved the right to modify Exhibit "E" in Section 2-600 of this Declaration, however, no unit shall be less than 1,400 square feet. From and after January 1, 1986, the annual assessment may be increased by vote of the unit owners, as hereinafter provided, for the next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In setting the assessment, the Association shall determine, separately, the maintenance and operation costs for the golf course, any limited Common Area whose maintenance is assigned to particular units, and the remainder of common expenses. Assessments to individual units shall be assigned according to the provisions of this Declaration. Subject to the limitations in this paragraph, and the periods herein specified, the Association may change the maximum and basis of the assessments fixed herein prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the unit owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all unit owners in accordance with RSA 356-B:37.

10-500 Deleted June, 1990

10-600

Those units which have appurtenant to them according to Section 2-504 the right to use a road which boards The Condominium and land of William Cushing, and land of the Estate of Charles L. Currier are subject to an easement deed between Lynn Currier, Michael Currier and Steven Currier and Krypton Corporation, which is attached to this Declaration as Exhibit "E". That easement provides that 65 percent (65%) of the cost for maintaining and repairing the road be borne by

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units in The Condominium which are assigned the right to use the road. Those units will be assessed an equal share of that cost.

- 10-700 All units will be assessed a water users charge as described in Article 18.

ARTICLE 11, EMINENT DOMAIN

- 11-100 The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of The Condominium.

ARTICLE 12, WAIVER

- 12-100 The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a unit owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 13, LIABILITY OF THE BOARD

- 13-100 The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith except as provided for below. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of The Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as unit owners, with respect to any contract made knowingly by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of

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this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by Paragraph 3-102.

ARTICLE 14, ENFORCEMENT

- 14-100 Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations and any other regulations authorized by this Declaration, as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

ARTICLE 15, PERSONAL PROPERTY

- 15-100 The Board may acquire and hold, for the benefit of the unit owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the unit owners in the same proportion as their respective shares in other Common Area. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16, CONTROL BY THE DECLARANT

16-100 Deleted June, 1990

16-200 Deleted June, 1990

ARTICLE 17, ADDITIONAL LAND

- 17-100 Option to Add Additional Land. The Declarant hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration to add additional land to be included within a common plan of use and enjoyment under the provisions of this Declaration. Declarant's option to add the "Additional Land" as designated on the Site Plan referred to in Exhibit A, shall be assignable and unlimited except for the provisions of this Declaration and RSA 356-B, and the consent of unit owners shall not be required as a condition for the exercise of the option.

- 17-200 Legal Description. A legal description by metes and bounds of the "Additional Land" which may be added to The Condominium is appended hereto as part of Exhibit A. At the time that any such portion is added to The Condominium, boundaries of such portion shall be fixed by legal description, setting forth the metes and bounds thereof. If only a portion of the Additional Land is added to The Condominium, there is no requirement that all of it or any

particular portion be added.

Portions of the Additional Land may be added at different times, in any order, subject only to the limitations provided in this Article or in the Condominium Act.

- 17-300 Other Improvements. Improvements consisting of paved walkways, parking areas and underground utility services are contemplated if all or a portion of the Additional Land is added to The Condominium. However, there is no assurance that such improvements will ever be constructed or where such improvements shall be located.
- 17-400 Maximum Number of Units. A maximum of one (1) unit may be created on the Additional Land.
- 17-500 Restrictions on Use. The additional structures and the units therein shall be restricted exclusively to residential use.
- 17-600 Construction of Compatible Structures. The existing structure on the additional land may be added to the condominium or a new structure built. There is no assurance that the structure erected on the Additional Land will be compatible with the structures on the other portions of the submitted land in terms of quality of construction, the principal materials to be used, and architectural style.
- 17-700 Construction of Additional Units. There is no assurance that any unit created on any portion of the Additional Land added to The Condominium will be substantially identical to the units on the submitted land.
- 17-800 The Declarant reserves the right to create Limited Common Areas within portions of the Additional Land added to The Condominium, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Additional Land.
- 17-900 Re-allocation of Interest in The Common Areas. If portions of the Additional Land are added to The Condominium, then the interests of all unit owners in the Common Area shall be re-allocated in accordance with RSA 356-B:18 (2), based upon the total number of additional units added and the size of each unit. The Declarant shall record a site plan and floor plan, together with an amendment to the Declaration, re-allocation undivided interests in the Common Area so that the unit depicted on such site plan and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the units depicted on the site plan and floor plans recorded simultaneously with this Declaration, or any subsequent amendment thereto.
- 17-1000 Easement to Facilitate Construction. The Declarant shall have a transferable easement over and on the Common Areas of the Condominium for the purpose of constructing the additional structure on any portions of the Additional Land added to The Condominium, together with improvements.

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Declarant expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Areas of the Condominium for the purpose of connecting the structures to underground utilities for the benefit of all of the respective owners of the Condominium.

17-2000 Construction Financing. Declarant shall have the right to mortgage the Additional Land and structure as security for construction financing, which mortgage shall also include the proportional right of the additional unit to an undivided share in the Common Areas of The Condominium. Such mortgage shall have priority over the interests of unit owners in any such portion of the Additional Land which may be added to The Condominium.

17-3000 Easements to Facilitate Different Property Uses. In the event that the Declarant shall not add any portion of the Additional Land to The Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on the Additional Land and own, control and operate the same without restriction. Declarant reserves the right to construct, maintain, repair and replace underground utilities, such as water, sewerage, electricity and telephone for the purpose of providing utility services to any portions of the Additional Land not added to The Condominium. For this purpose, Declarant shall have an unrestricted right to tie into any utility services within the submitted land.

ARTICLE 18, WATER SYSTEMS

18-100 Description of Water System. The Condominium's water system consists of a series of wells, pipes, storage facilities, pumps, and other facilities. Those pipes, storage facilities, pumps, and other facilities are located in the Common Area of the Condominium or are provided through a reservation in a deed between Marcia P. Pine and Richard V. Bergren, Jr. to Joseph and Deloris Clark, and in a deed from Marcia B. Pine and Richard V. Bergren, Jr. to Krypton Corporation as attached Exhibit "G". Each unit owner and the Association shall pay a proportionate share of the costs of maintaining the water distribution system according to actual gallons of water used. The water system is private and intended to be private, subject to local, state, or federal regulations as they may apply. The responsibility for providing water service rests with the individual unit owners, there is no assurance that service from a public or governmental water facility will ever be extended to the condominium. The Association has such responsibility for offsetting capital improvement costs as provided in Paragraph 18-602.

18-200 The Declarant has obtained a certificate for the community water system and wells according to the quality and quantity standards of the Water Supply and Pollution Control Commission. The Declarant makes no other representation concerning the Water Supply & Pollution Control Commission

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nor any warranties or assurances of future service or water supply, nor shall the Declarant be responsible for recertification of any well, etc. unless so ordered, prior to the sale of any unit, by an agency of competent jurisdiction.

18-300

Installation, Modification, and Additions to Water Systems by Declarant. The Declarant shall have an easement over all Common and Limited Common Areas of the Condominium and its members to install, modify, or add to an existing or purposed water system. Said easement shall include the right to excavate, move equipment onto, or change the location of the well, pipes, storage facilities, or any other facility associated with the water system on Common or Limited Common Area. Nothing within this Declaration or its Exhibits shall limit the Declarant from making what improvements are necessary to install, modify, or add to an existing, proposed, or relocated water system.

18-400

Modifications and Additions by Association. The Association may improve, modify, or add to any existing water systems or part thereof once the water system has been assigned to the Homeowners Association by the Declarant.

18-500

Costs of Operation And Maintenance.

18-501

Each owner shall pay a share of the cost of operation and maintenance of the water distribution system. The fee assessed to each unit owner who uses the water system shall be based upon a proportionate share of the costs of normal operation and maintenance and shall be assessed on the number of gallons of water supplied to the owner's unit as metered in proportion to the total amount of water pumped from the well. Said fee may be assessed quarterly or more or less often as designated by the Homeowners Association, but in no instance shall the fee be assessed less than yearly, or more often than monthly. The fee per gallon for each water system shall be recalculated by the Homeowners Association no less than yearly.

?
none

18-502

Any other user of a water system shall be assessed a fee based upon actual usage of water as provided in the paragraph above. Said other users may include, but are not limited, to, the Homeowners Association, any subsequent organization which maintains or operates any of the condominium's recreation facilities, or other units which are not members in The Condominium. Such extension of use of the water system may be subject to approval by the New Hampshire Water Supply and Pollution Control Commission or its successor agency.

18-503

The Homeowners Association may create and maintain a separate capital reserve fund for the water distribution system for use in paying for the cost of any modification, repairs, or additions to the water system as provided in this Declaration. Said funds shall be maintained in a separate account for the water system, and shall not exceed the total operation and maintenance costs for the water system for one

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year. At the time of initial purchase of a unit, the unit owner shall be assessed a One Hundred Dollar (\$100.00) one-time fee to be placed in the capital reserve fund for the modification, repair, or addition to the water distribution system. This fee shall not be refundable upon the sale of the unit by the initial purchaser.

18-600 Cost of Installation, Modification or Additions to Water Systems.

18-601 The Declarant shall pay for all costs of installation, modification or addition to the water system authorized under Paragraph 18-300. The Declarant shall not be responsible for any costs associated with the installation, modification, or addition to any system which has received a permit or approval from Water Supply & Pollution Control Commission, excepting those additions, modifications, or improvements made by the Declarant at his own initiative.

18-602 Each unit owner shall be responsible for a share of the costs of modification, addition, repair of the water distribution system undertaken or authorized by the Homeowners Association, or in response to emergency situations by the Board of Directors, its staff, or officers as per the assigned value in Exhibit "E".

ARTICLE 19, CONSENT OF FIRST MORTGAGEE

19-100 Notwithstanding any other provision of this Declaration, the By-Laws or any regulations of The Condominium, so long as a first or second mortgagee is the holder of a construction mortgage lien conveyed to it by Declarant covering one or more of the condominium units, and unless the mortgagee shall have given its approval, the Homeowners Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) partition or subdivide any unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the units and/or Common Area;
- (e) amend, modify or otherwise change any rights or obligations under this Declaration, the By-Laws or the Rules;
- (f) this Article shall not apply to or in any way be construed as a limitation upon the right of Declarant to designate and add "Additional Land" and the submission of not more than one (1) additional condominium unit to

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The Condominium, with the resulting change in the undivided interests allocated to existing units pursuant to the provision of the Condominium Act and of this Declaration.

ARTICLE 20, CONSENT OF UNIT MORTGAGEES

20-100

Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Grafton County Registry of Deeds constituting first liens on the units have given their prior written approval, the Unit Owners Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium;
- (b) partition or subdivide any unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the units and/or Common Area.

20-101

No provisions of this Declaration, the By-Laws, or the Residency Regulations shall be construed to grant to any unit owner, or to any other party, any priority over any rights of first mortgagees of the condominium units pursuant to their first mortgages in the case of the distribution to unit owners of insurance proceeds or condemnation awards for losses to, or a taking of, units and/or the Common Area or any portions thereof.

ARTICLE 21, NOTICES

21-100

All notices hereunder, and under the by-Laws and the Act, to the Association and the Board shall be sent by United States certified mail to the Board at HIGHLAND LINKS COLONY, A CONDOMINIUM, RFD 3, Box 213, Plymouth, New Hampshire 03264, or to such other address as the Board may designate, from time to time, by notice in writing to all units owners and a copy of all notices shall be sent to David L. Kent, Esq., 91 Highland Street, Plymouth, New Hampshire 03264. All such notices to unit owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 22, SEVERABILITY

22-100 The provisions hereof shall be deemed independent and severable and invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

ARTICLE 23, GENDER

23-100 The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE 24, INTERPRETATION

24-100 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 25, AMENDMENT

25-100 Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners, case in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Grafton County Registry of Deeds.

ARTICLE 26, Deleted June, 1990

IN WITNESS WHEREOF, KRYPTON CORPORATION, by its President have duly authorized, has executed this Amended Declaration on the 15th day of October, 1990.

Dan L. Kent
Witness

By Joseph L. Clark, SR.
Its President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15th day of October by Joseph L. Clark, SR. President of Krypton Corporation, a New Hampshire Corporation, on behalf of said corporation.

Michael J. Long
Notary Public

My commission expires February 28, 1995

MICHAEL J. LONG, NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 28, 1995



HIGHLAND LINKS COLONY, A CONDOMINIUM

EXHIBIT "E"

ALLOCATION OF INTEREST IN THE COMMON AREA

<u>Unit Number</u>	<u>Unit Size</u>	<u>Percent of Undivided Interest In Common Area</u>
1	1,400 sq. ft.	2.94
2	1,400 sq. ft.	2.94
3	1,400 sq. ft.	2.94
4	1,400 sq. ft.	2.94
5	1,400 sq. ft.	2.94
6	1,400 sq. ft.	2.94
7	1,400 sq. ft.	2.94
8	1,400 sq. ft.	2.94
9	1,400 sq. ft.	2.94
10	1,400 sq. ft.	2.94
11	1,400 sq. ft.	2.94
12	1,400 sq. ft.	2.94
13	1,400 sq. ft.	2.94
14	1,400 sq. ft.	2.94
15	1,400 sq. ft.	2.94
16	1,400 sq. ft.	2.94
17	1,400 sq. ft.	2.94
18	1,400 sq. ft.	2.94
19	1,400 sq. ft.	2.94
20	1,400 sq. ft.	2.94
21	1,400 sq. ft.	2.94
22	1,400 sq. ft.	2.94
23	1,400 sq. ft.	2.94
24	1,400 sq. ft.	2.94
25	1,400 sq. ft.	2.94
26	1,400 sq. ft.	2.94
27	1,400 sq. ft.	2.94
28	1,400 sq. ft.	2.94
29	1,400 sq. ft.	2.94
30	1,400 sq. ft.	2.94
31	1,400 sq. ft.	2.94
32	1,400 sq. ft.	2.94
33	1,400 sq. ft.	2.94
34	1,400 sq. ft.	2.94
Total		99.96 %

BY-LAWS
OF
HIGHLAND LINKS COLONY, A CONDOMINIUM

ARTICLE 1. PURPOSE AND DEFINITIONS

1-100 Purpose. The Administration of HIGHLAND LINKS COLONY, A CONDOMINIUM (the "Condominium") shall be governed by these By-Laws which are made a part of the Condominium Declaration as provided in Section 8-100 of that document. All present and future holders in any interest in any unit in The Condominium shall hold said interest subject to these By-Laws, the Declaration, and any Residency Regulations promulgated thereunder or hereunder.

1-200 Definitions. Certain terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

1-300 Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to The Condominium, and to the use and occupancy thereof. All present and future owners, visitors, tenants, and occupants of units and any other persons who may use the facilities of The Condominium in any manner, are subject to these By-Laws, the Declaration, and any Condominium Regulations. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

ARTICLE 2. ASSOCIATION MEMBERS: MEETING

2-100 Members and Voting Rights. Each unit owner shall be a member of the Association. The membership of the Association shall consist solely of all of the unit owners. Each unit owner shall be entitled to one vote for each condominium unit owned by him.

2-200 Transfer of Membership. The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of a unit's title in the manner provided by the Declaration. The membership transfer shall become effective upon recordation of a deed of conveyance to the said unit.

2-300 Annual Meeting. The annual meeting of the Association shall take place on the first Saturday in May of each year at 2:00 PM at The Condominium, or at such other reasonable place, time or date as may be designated by written notice of the President or a majority of the Board of Directors.

2-400 Special Meetings. Special meetings of the owners may be called at any time for any reasonable

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specific purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days written notice prior to the date of said meeting.

2-500 Contents of Notice. All member meeting notices shall state the time, place, and purposes for which is called. Any such notice shall be deemed waived by any owner who expressly waives the same in writing, or who is present in person or by proxy at any such meeting. Notice shall also be given to those persons who have the right to vote on the golf course budget.

2-600 Quorum. At Association meetings, the presence in person at the beginning of such meeting of owners holding at least one-fourth (1/4) of the owners' total voting power in the Condominium shall constitute a quorum. Less than a quorum may transact business if owners holding fifty percent (50%) of the voting power subsequently assent to the decisions made at said meeting by signing a copy of the Minutes filed with the records of the Association. When a quorum is present, unless otherwise provided in the Declaration, these By-Laws, or the Act, a majority of the owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

2-700 Voting. At Association meetings, the owners shall be entitled to cast one vote for each condominium unit owned. Any owner may attend and vote at such meeting in person or by proxy. Any condominium unit owned by the Declarant shall be entitled to a vote and shall be included in the total of ownership percentages when computing the interest of all other owners for voting purposes. The provisions of RSA 356-B:39 shall govern all votes (including proxy votes and the votes of units owned by more than one person) at meetings of the Association.

ARTICLE 3. BOARD OF DIRECTORS

3-100 Number. The Board of Directors shall consist of not less than three (3) persons nor more than five (5), the number to serve for each ensuing year of the Association to be established at the Annual Meeting of the members by majority vote of the members entitled to vote at the meeting.

3-200 Vacancies. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

3-300 Terms of Office. The Directors shall be elected for staggered terms. Each term not to exceed five (5) years. Directors may be re-elected.

3-400 Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of

Directors by giving three (3) days personal notice to all Board members of the time, place, and the purpose of the meeting. Any Director may waive notice of a meeting. A quorum shall be considered to be more than one-half of the members of the Board.

- 3-500 Presiding Officer. The presiding officer of the Board of Directors' meeting shall be the President of the Association. In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 4-100 Powers and Duties of Board of Directors. The Board of Directors shall have the powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of The Condominium, except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of The Condominium, all of which items shall be Common Expenses:
- 4-101 To make and collect assessments against members to defray the costs of The Condominium.
- 4-102 To use the proceeds of assessments in the exercise of its powers and duties.
- 4-103 To provide for the acquisition, construction, management, maintenance, and care of the Association property, whether real or personal.
- 4-104 To provide for the reconstruction of improvements after casualty and for the further improvement of the property.
- 4-105 To enforce by legal means the provisions of The Condominium Instruments, the Articles of Agreement, the By-Laws, and the Residency Regulations for the use of the property in The Condominium.
- 4-106 To contract for management of The Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Instruments to have the approval of the Board of Directors or the membership of the Association.
- 4-107 Pay taxes and assessments which are liens against any part of The Condominium, and to assess the same against the unit owners subject to such liens.
- 4-108 Carry insurance for the protection of unit owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or

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policies, and Workmen's Compensation insurance as required by law or as the Board may determine.

- 4-110 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association such as, but not limited to, any legal and accounting services necessary or proper for the operation of The Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and The Condominium Residency Regulations.
- 4-111 To provide for trash collection, snow removal from the Common Areas, water, electrical, telephone, and gas and any other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the units).
- 4-112 To provide for a fidelity bond naming the Manager, if any, and any other persons as may be designated by the Board, as principals, and the owners as obligees, for the first year in an amount equal to at least fifty percent (50%) of the estimated cash requirement for common expenses for that year as determined pursuant to the terms of these By-Laws and for each year thereafter in an amount equal to at least fifty percent (50%) of the total sum collected for Common Expenses during the preceding year.
- 4-113 To provide for such painting, maintenance, repair, and landscaping of the Common Area, the units, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.
- 4-114 To provide for any emergency repairs to any unit necessary to prevent damage to other parts of the Condominium.
- 4-115 To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration, the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units and are necessitated by the negligence of the owner or occupants of such units, the cost thereof shall be specifically assessed to the owners of such units.
- 4-200 Financial Limitation. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the

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provisions of the Declaration) having a cost in excess of Ten Thousand Dollars (\$10,000.00) unless such additions, improvements, or alterations have been approved by a majority of the owners' total voting power.

- 4-300 Right to Contract. The Board shall have the exclusive right to contract for all such items referred to in this Article.

ARTICLE 5. OFFICERS OF THE ASSOCIATION

- 5-100 Executive Officer. The Executive Officers of the Association shall be a President, who shall be a Director, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be removed by a vote of the Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties at the Board determines necessary to manage the affairs of the Association.

- 5-200 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association, and the power to sign all written contracts of the Association.

- 5-300 The Secretary. The Secretary shall keep the Minutes of the proceedings of the Board of Directors and of the unit owners. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

- 5-400 The Treasurer.

- 5-401 Custody of Funds. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association.

- 5-402 Disbursement of Funds. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all

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of his transactions as Treasurer and of the financial condition of the Association.

5-403 Collection of Assessments. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

5-404 Reports to Transferees. He shall also give status reports to potential transferees, on which reports the transferees may rely.

5-500 Continuance of Owner's Liability. The liability of the owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).

5-600 Compensation. The compensation, if any, of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of The Condominium.

ARTICLE 6. FINANCE AND ASSESSMENTS

6-100 Depository. The funds of the Association shall be deposited in a bank or banks in Grafton County, New Hampshire, designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.

6-200 Adoption of and Contents of Budget.

6-300 Payment of Assessments and Common Expenses. All common assessments and common expenses shall be assessed to each unit owner in proportion to this undivided interest. Unless otherwise determined by the Board of Directors, each unit owner shall pay his proportionate share of common expenses and assessments in equal, monthly payments. All such payments shall be due and payable in advance on the first day of each month for said month.

6-400 Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate, against the unit owner owing the same in the manner set forth in RSA 356-B:46. Each delinquent unit owner shall be responsible for attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

ARTICLE 7. NOTICES TO OR FROM MORTGAGES

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7-100

Notice to Board. A unit owner who mortgages his condominium unit shall notify the Board of the name and address of his mortgagee and the principal amount of such mortgage. The Board shall maintain suitable records pertaining to such mortgages.

7-200

The Board, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the owner of the mortgaged condominium unit.

7-300

The Board shall give written notice to an owner of any default by the owner in the performance of any obligations under the Act, Declaration or By-Laws and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage on the unit which is the subject matter of such suit or proceeding.

7-400

The Board of Directors shall notify the mortgagee of a unit whenever damage to the unit covered by the mortgage exceeds Five Thousand Dollars (\$5,000.00) and the board is made aware of such damage; and all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

ARTICLE 8. VIOLATIONS

8-100

Violations. In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws, the Residency Regulations, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws, the Condominium Act, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (b) an action in equity to enforce performance on the part of the unit owners; (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of

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Directors to be a hazard to public health may be corrected immediately as an emergency matter.

ARTICLE 9. NOTICE

- 9-100 Notices. Whenever notices are required to be sent hereunder, the same shall be sent:
- 9-101 To Unit Owners. To the unit owners by mail at the addresses such unit owners may have designated to the Board of Directors.
- 9-102 To Association. To the Association, by mail, at ~~RFD 3, Box 213~~, Plymouth, New Hampshire 03264.
~~P.O. Box 815~~
- 9-103 To Declarant. To the Declarant, by mail, at RFD 3, Box 213, Plymouth, New Hampshire 03264 and 91 Highland Street, Plymouth, NH 03264.
- 9-104 Deleted June, 1990
- 9-200 Deemed Sent When Mailed. All notices shall be deemed and considered sent when mailed.
- 9-201 Certified Mail. Notice of the unit owners' annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance, and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the time, place and purpose of such meeting. Such notice shall be sent by United States certified mail to all unit owners of record at the address of their respective units and to such other addresses as any of them may have designated.
- 9-300 Change of Place of Notice. Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

ARTICLE 10. AMENDMENTS TO THE BY-LAWS

- 10-100 Amendments to the By-Laws. These By-Laws may be amended as set forth in 25-100 of the Declaration, and in accordance with the provisions of the Condominium Act. No modification or amendment shall become effective until recorded in the Grafton County Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

ARTICLE 11. RESIDENCY REGULATIONS

- 11-100 Residency Regulations. The Association may, from time to time, adopt and amend previously adopted Administrative Regulations governing the details of the operation and use of the Common Area recreation facilities, water systems, and the units in The Condominium as provided in the Declaration; provided, however, that no such Residency Regulations shall conflict with the Declaration, these By-Laws, or the

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provisions of the Condominium Act, and in the event of any conflict between the said Residency Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on The Condominium property a copy of the Regulations adopted from time to time by the Association. These Regulations may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners or water system users as provided in the Declaration before such shall become effective.

ARTICLE 12. RESALE OF PURCHASER

12-100

In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective unit owner shall have the right to obtain from the owners' association, prior to the contract date of the disposition, the following:

- (a) Appropriate statements pursuant to RSA 356-B:46, VIII and, if applicable, RSA 356-B:47;
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding two (2) fiscal years;
- (c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;
- (d) A copy of the income statement and balance sheet of the unit owners' association for the last fiscal year for which such statement is available;
- (e) A statement of the status of any pending suits or judgments in which the unit owners' association is a party defendant;
- (f) A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner; and
- (g) A statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments.

12-200

The principle officer of the unit owners' association, or such other officer or officers as the condominium instruments may specify, shall furnish the statements prescribed by this paragraph upon the written request of any prospective unit owner within fourteen (14) days of the receipt of such request.

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ARTICLE 13. SEVERABILITY: GENDER: INTERPRETATION

- 13-100 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance hereof or the Declaration.
- 13-200 Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so required.
- 13-300 Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

The foregoing were adopted as amended By-Laws of HIGHLAND LINKS COLONY, A CONDOMINIUM, a condominium association, not for profit, organized under the laws of the State of New Hampshire at the first meeting of the Board of Directors on the ____ day of _____ 19 ____.

Signatures appear on the first page of this recording.

Secretary

APPROVED:

President

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Unit	Group	Value	%
1	14	117,125.00	3.24%
2	16	125,275.00	3.46%
3	11	104,900.00	2.90%
4	11	104,900.00	2.90%
5	16	125,275.00	3.46%
6	12	108,975.00	3.01%
7	12	108,975.00	3.01%
8	12	108,975.00	3.01%
9	12	108,975.00	3.01%
10	10	100,825.00	2.79%
11	9	96,750.00	2.68%
12	3	103,250.00	2.86%
13	2	100,000.00	2.76%
14	4	106,500.00	2.94%
15	2	100,000.00	2.76%
16	2	100,000.00	2.76%
17	2	100,000.00	2.76%
18	12	108,975.00	3.01%
19	9	96,750.00	2.68%
20	3	103,250.00	2.86%
21	1	96,750.00	2.68%
22	3	103,250.00	2.86%
23	2	100,000.00	2.76%
24	3	103,250.00	2.86%
25	2	100,000.00	2.76%
26	1	96,750.00	2.68%
27	2	100,000.00	2.76%
28	14	117,125.00	3.24%
29	11	104,900.00	2.90%
30	13	113,050.00	3.13%
31	14	117,125.00	3.24%
32	13	113,050.00	3.13%
33	12	108,975.00	3.01%
34	13	113,050.00	3.13%
		3,616,950.00	100.00%

FINAL
 LINKS % OF
 UNDIVIDED INTEREST
 (SORTED BY UNIT)

