
GREAT NORTH

PROPERTY MANAGEMENT, INC.

DOCUMENTS

ROWELL ESTATES

Seacoast Region

125 Main St. Suite B
Newmarket, NH 03857
(603) 659-3500

Nashua Region

100 Daniel Webster Hwy
Nashua, NH 03060
(603) 891-1800

Corporate Office

95 Brewery Lane 10
Portsmouth, NH 03801
(603) 436-4100

North Country

The Depot
Lincoln, NH 03251
(603) 745-2000

North Shore

182 Newbury St.
Peabody, MA 01960
978-278-4000

Mt. Washington

P.O. Box 2
Twin Mountain, NH 03595
(603) 278-7584

BK4031PG0536

DECLARATION OF ROWELL ESTATES, A CONDOMINIUM

Kingston, NH

by

River Valley Development Corp.

THIS DECLARATION OF CONDOMINIUM, made as of this 7th day of May, 2003 by River Valley Development Corp. with a principal place of business at 1501 Main St., Unit 7, P.O Box 60, Tewksbury, Massachusetts, (hereinafter "Declarant").

WITNESSETH:

1. RECITALS AND DEFINITIONS:

- 1.1 Declarant is the owner of certain real property located in the Town of Kingston, County of Rockingham, and State of New Hampshire, which shall include up to 40 Units pursuant to a certain site Plan entitled "Site Plan of Land situated in Kingston, New Hampshire, to be known as Rowell Estates, an Elderly Housing Development, Over 55 as drawn for L.A. Associates, Inc." dated June 19, 2000; revised March 1, 2002, by Paul F. Nichols, approved by the Kingston Planning Board and recorded in the Rockingham County Registry of Deeds on May 9, 2002 as Plan #D-29813, and as revised by plan entitled "Condominium Site Plan prepared for River Valley Development located at New Boston Road, Kingston, N.H." dated November 2002, by Atlantic Survey Co., Inc., recorded in the Rockingham Registry of Deeds on May 16, 2003 as Plan No. 30670 (hereinafter the "Plan").
- 1.2 Declarant desires to create on the real property shown on the Plan and further described in Exhibit 'A' to this Declaration ("Property") an elderly residential condominium community, including Units, a public road, access roads, common area, and permanent open spaces for the benefit of the said community.
- 1.3 Declarant further desires to provide for the preservation of the quality of the Property and enhanced value in said Property by assuring its proper maintenance, and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth all consistent with the existing easements and restrictions of record and future development of the Property.
- 1.4 "Declaration" means this Declaration of Condominium, as supplemented and amended from time to time.
- 1.5 "Unit" means a part of the real estate Condominiums intended for independent ownership, including one or more rooms or enclosed spaces located in the buildings bearing any numerical designation

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RSA Chapter 292.

- 1.16 "Infiltration Swales" means the Common Area shown on the Plan as "Infiltration Swales" for storm water management.
- 1.17 "Board of Directors" means the Board of Directors of the Association formed pursuant to bylaws adopted by the members of Association.
- 1.18 "Association Property" means (i) the street light fixtures, (ii) pipes for water and sewer, and (iii) any other real or personal property conveyed to or acquired by the Association and utilized for the benefit and in connection with the Property and Owners. Recordation of an instrument of conveyance to the Association in the Rockingham County Registry of Deeds shall constitute acceptance by the Association of Association Property.
- 1.19 "Rowell Estates Community Condominium" or "Community Condominium" means the Property, the Owners and the Association.
- 1.20 "Convertible Land" means that portion of the Common Area upon which, subject to the provisions of RSA 356-B and the provisions hereof, future Units or other buildings may be constructed. The Convertible Land is more particularly described in Exhibit B attached hereto.
- 1.21 "Declarant" means River Valley Development, a Massachusetts corporation with a principal place of business at 1501 Main St., Unit 7, P.O. Box 60, Tewksbury, MA.

2. DEDICATION OF PROPERTY.

Declarant hereby declares that the Property is and shall be held, transferred, leased, encumbered, conveyed, improved and occupied subject to the covenants, restrictions, easements, charges, and liens of the Declaration which are intended to create mutual and equitable servitudes upon each Unit and upon the Common Area in favor of all other Units and the Common Area; to create reciprocal rights and restrictions between the respective Owners of the Units and Common Area; to create privity of contract and estate between the respective Owners of the Units and Common Area and their successors and assigns; and shall, as to the Owners of each Unit and the Owners of the Common Area and their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said Units and Common Area and their respective Owners, present and future.

3. PROPERTY USE.

3.1 Elderly Housing.

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- d. The occupants of any Unit who shall claim entitlement to this exception shall be required to file an Affidavit with the Board of Directors, attesting to the fact that the initial occupancy was established in conformity with the age 55 condition and that events have occurred since that time which entitle those occupants to qualify the Unit under this exception. The Affidavit shall be signed under penalties of perjury.
- iii. Except as provided under paragraph (b) above, no guests or other invitees under the age of 55 years shall be permitted to occupy any Unit for a period of more than six (6) months in any nine (9) month period.

3.2 Elderly Services:

Pursuant to RSA 354-A: 15 and the New Hampshire Human Rights Commission Rule 302.03, the Declarant hereby establishes and declares that as part of this Condominium, the Declarant or the Board of Directors of the Association, shall provide or make available to the Unit Owners the following services and facilities which are designed to meet the physical or social needs of older persons.

The Board of Directors shall from time to time adopt policies and procedures to implement the services and facilities and shall have an Agent (the "Agent") qualified in the field of elderly services to make recommendations regarding these or other services and facilities, including recreation or other social programs. The Agent shall also serve as the coordinator of all programs and services as described herein, or as otherwise shall be made available to the residents.

A. Programs Designed to Provide a Social Life for Residents.

The "Vic Geary Center", a non-profit organization, located at Greenbush Road, Plaistow, NH, provides persons of retirement age with education, cultural, and social programs. Each Unit Owner shall be added to the Vic Geary mailing list such that the Unit Owner shall be informed of events and programs.

B. Continuing Education programs of Interest to Unit Owners.

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and rubbish pickup shall be through the Board of Directors of the Association. In addition, all winter streets shall be the responsibility of the Association.

G. Accessible Physical Environment

Each of the Units within the Condominium shall be designed and constructed with a first floor master suite. Certain Units may offer other elderly related features, including a wheelchair accessible oversized master bath.

H. Emergency and Preventive Health Care Programs.

- i. All Units shall be pre-wired for call button services with automatic pre-registration for first time purchasers for call back service with Lifeline Emergency Response Systems.
- ii. The home health services provided by Rockingham VNA & Hospice, if the Unit Owner qualifies. If not, the Unit Owner will be referred to Exeter Area Healthcare.

I. Replacement Services

In the event that any of the above listed services shall cease to exist or operate, the Board of Directors or its Agent shall use all reasonable effort to identify a replacement service to provide that service. Unit Owners will be advised of other elderly services, as the services become available. Other services that may be available include Transportation Commuter Rail, Flight Line Airport, Rockingham Community Action, Human Services, and Rockingham Meals on Wheels.

3.3 Survey.

The Board of Directors of the Association shall bi-annually conduct a complete survey to determine the ages of the occupants of the Units. The Board of Directors shall be entitled to rely on certifications executed by the Unit Owners in the form attached hereto as Exhibit C. Each Unit Owner shall have the obligation to cooperate in that survey and to provide any information requested by the Board of Directors.

3.4 Condominium Association Meetings.

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3.10 Common Area. The Common Area consists of the entire Property other than the Units and includes, but not by way of limitation:

- A. the Land (in common with others entitled thereto) and the walks, shrubbery and other Plantings, road parking areas and other land and interests in land;
- B. the water supply, sewage disposal, electrical and telephone systems serving the Property to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained with and servicing a single Unit);
- C. the roofs, foundations, columns and supports of the buildings; the perimeter walls, ceilings and floors bounding each Unit to the unfinished interior surfaces thereof and other walls, which are not within a Unit;
- D. the pipes ducts, fireplace flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing or utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Property other than the Unit within which they are located; recreational buildings and any like facilities erected and;
- E. all other parts of the Property, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, and including any other easements.

3.11 Limited Common Area. The decks and/or patios adjacent to each Unit is Limited Common Areas and is reserved for the exclusive use of the Unit to which it is adjacent. In addition, the Owner of each Unit has an exclusive use easement over the landscape area within ten feet (10') of the rear of a dwelling Unit. For those Units that include side or rear decks, the Limited Common Area refers to the landscape area within ten feet (10') of the deck. Those Units located less than ten feet (10') away from the Buffer Area will include a Limited Common Area less than ten feet or equal to the distance from the dwelling to the Buffer Area as shown on the Plan. Owners are permitted to Plant any type of natural vegetation so long as such vegetation does not mature to a height greater than four feet (4'). The erection of any type of permanent structure is not permitted in the Limited Common Area. Owners are responsible for the maintenance and upkeep of any alteration or improvement made within the Limited Common Area. If a Unit Owner chooses to alter the Limited Common Area in such a way as to incorporate any existing shrub beds, the Owner becomes

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- 3.13 Buffer Area. All Buffer Area located on Common Area is to remain in its natural vegetated state.
- 3.14 Open Space. All Open Space is to remain undeveloped and will carry a conservation restriction as described in Exhibit 'A'.
- 3.15 Utilities. All pipes for water, drainage, and sewer, shall be placed underground. Electric, telephone, and cable television service shall be overhead. The drainage system, which includes drainpipe and catch basins, will become the responsibility of the Town of Kingston once the right-of-way for Rowell Road is deeded to the Town. The Declarant will grant an easement to the Town for the maintenance of the infiltration swales. The water pipe and sewer pipe will remain the responsibility of the Association. The Town will grant an easement to the Association for all water and sewer pipe, which is located within the right-of-way.
- 3.16 Occupancy. No Single Family Dwelling shall be occupied or used for residential purposes until substantially completed and the Town of Kingston shall have issued a certificate of occupancy.
- 3.17 Sewage Disposal Systems. All sewage disposal systems shall be connected into a community septic system.
- 3.18 Water Supply. Water will be supplied by a community well system. Withdrawal of water from said community well is for the needs of the Association only.
- 3.19 Sanitation. Garbage and rubbish shall be contained in a suitable closed receptacle screened from public view. Each Owner understands that he or she (and not the Town of Kingston) shall be solely responsible for the proper disposal of all rubbish and garbage.
- 3.20 Fences. No fences may be erected except by the Association.
- 3.21 Decks. Owners are permitted to install privacy screening around the deck attached to their Unit. No other alterations are permitted. Repair and maintenance of decks are the responsibility of the Association. Any privacy screening installed by the Owner is the responsibility of the Owner. Screening materials to be approved by the Association.
- 3.22 Driveways. Owners have the exclusive use of the driveway area directly in front of their garage. This exclusive use area is limited to ten feet (10') in width and the length from the garage to Rowell Road. In the cases where more than two (2)

Units share a driveway, the exclusive use area is limited to the

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interest, hereby expressly reserves the right, at its sole option, for a period not exceeding five (5) years from the date of recording of this Declaration to create additional Units and Limited Common Areas on all or any part of the Convertible Land, which right shall be exercised by amendment to this Declaration and the Buy Laws (if necessary), executed by the Declarant alone in the manner provided by RSA 356-B. The consent of Owners and Mortgagees of Owners shall be required as a condition for the exercise of the option of such extended time limit adopted pursuant to RSA 356-B:23 and RSA 356-B:54 V.

- 4.2 Legal Description. A legal description by metes and bounds of the Convertible Land upon which additional Units may be constructed and added to the Condominiums is attached as Exhibit B. Portions of the Convertible Land may be converted at different times, and in any order, at the sole discretion of the Declarant.
- 4.3 Maximum Number of Units. A maximum of 40 Units may comprise the Condominium if all allowed Units are constructed.
- 4.4 Restrictions on Use. The additional structures and Units therein shall be subject to the restrictions of this Declaration.
- 4.5 Construction of Compatible Quality Structures. It is hereby assured that the structures erected on the Convertible 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.
- 4.6 Other Improvements. Improvements consisting of Units, paved walkways, roads, parking areas and utility services are contemplated if all or a portion of the Convertible Land is converted.
- 4.7 Construction of Additional Units. The Units created on any portion of the Convertible Land will be substantially identical to the Units on other portions of the Submitted Land in terms of layout, design, location, size, the principal materials to be used, or architectural style.
- 4.8 Re-allocation of Interest in Common Area. Upon the creation of additional Units on the Convertible Land, the interest of all Owners in the Common Area shall be re-allocated such that at all times each Unit shall have an undivided interest in the Common Area equal to One divided by the Number of Declared Units. The Declarant shall record a Site Plan, together with an amendment to the Declaration, re-allocating undivided interests in the Common Area so that the Units depicted on such site plans and floor plans shall be allocated undivided interests in the Common Area on the same basis as the Units depicted on the site plan and floor plans (or certificates of

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paint or decorate any portion of the exterior of any building or other structure in Rowell Estates or any Common Area therein.

6. RIGHTS AND EASEMENTS.

Every Owner shall have the following rights and easements of use and enjoyment, in common with other Owners, in and to the Property, and each Unit and the Common Area shall be burdened with the following easements and restrictions in favor of the other Units and Common Area, all of which easements and restrictions shall be appurtenant to and shall pass with the title to every Unit, whether or not set forth in any instrument of conveyance as follows:

- 6.1 Existing Easements and Restrictions. The Property is subject to those existing easements and restrictions described in Exhibit 'A' attached hereto.
- 6.2 Access Roads. Each Owner shall have rights and easements of access over the Septic Access Road as desired to access the Open Space for recreational purposes. The members of the general public shall also have access to the Open Space via the Septic Access Road. However, all Owners and members of the general public who elect to pass, agree to hold harmless the Association and its members from any and all liabilities. No one shall access the open space via the Well Field Access Road. This road shall be posted as "No Trespassing" by the Declarant and use of this road shall be monitored by the Association. Only Trustees of the Homeowner's Associations, those hired by the Association to manage the property, those contracted for maintenance purposes, and municipal employees authorized by The Town of Kingston have rights of passage over this road.
- 6.3 Recreational Easements. Each Owner may use the Common Area in common with the other Owners, for himself and his family, guests and invitees, for reasonable pedestrian recreational use such as horseback riding, hiking, jogging or ski touring, provided that such use shall not damage, disturb or destroy any trees or other natural growth thereon. Members of the general public may use that part of the Common Area know as Open Space for said recreational use provided that such use shall not damage, disturb or destroy any trees or other natural growth thereon. No motorized recreational vehicles, such as motorbikes, four wheelers, snowmobiles, etc. shall be permitted.
- 6.4 Landscape Easements. The Common Area shall be burdened with an easement in favor of the Association, its successors and assigns to allow the Association, its successors or assigns to fulfill its

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certificate signed by an officer of the corporation and filed with the Association, which certificate shall be valid until revoked or suspended by a certificate. If more than one person shall be the Owner, said persons must act unanimously in order to cast the vote to which they are entitled.

- 7.5 The Association shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against any Association Property. Each Owner shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against his Unit and his undivided proportional interest in the Common Area.
- 7.6 In addition to its other duties and responsibilities as set forth herein, the Association shall provide all maintenance of the following property:
- A. Access Roads / Fire Lanes. The Association shall be responsible for maintenance of the Access Roads and Fire Lanes, including snow and ice removal;
 - B. Limited Common Area. The Association shall be responsible for repair and maintenance of the Limited Common Area that remains unaltered by Unit Owners.
 - C. Landscape Area. The Association shall be responsible for mowing and otherwise maintaining the Landscape Area.
 - D. Sidewalks. The Association shall be responsible for maintenance of the sidewalks, including snow and ice removal;
 - E. Utilities. The Association shall be responsible for maintenance and repairs of all utilities servicing the Units and Common Area not owned by the provider of said utility service, including electricity, water, sewer, telephone and cable television.
- 7.7 The Association shall obtain and maintain in full force and effect public liability insurance in such amounts and coverages as may be reasonable and adequate to protect the Association from damages for personal injuries or property damage arising from its ownership and maintenance of Association Property and maintenance of non-Association Property as provided herein, and shall keep any improvements constituting Association Property adequately insured against loss by fire or other casualty.
- 7.8 The Association and its members shall be empowered to adopt bylaws pertaining to the governance of the Association including

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and obligations set forth herein.

- 8.4 Special Assessments. In addition to the annual assessments authorized herein, the Association may levy a special assessment, for the purpose of defraying, in whole or in part, (i) an operating loss for the cost of any construction or unexpected repair or replacement to the portions of the Property for which the Association is responsible to provide maintenance or (ii) for special capital improvements for the benefit of the Community, provided that any such special capital improvement shall be authorized by a majority vote of the Owners, provided however, if the Declarant owns one or more Units no such assessment for capital improvements may be made without its consent.
- 8.5 Date of Commencement of Annual Assessments and Due Dates. Annual assessments shall become due and payable on the first day of each calendar year. The due date of any special assessment shall be fixed in the vote authorizing such assessment, provided, however, Owners shall only be liable for their pro-rata share of such assessments.
- 8.6 Certificate of Payment. The Association, upon demand by any Owner shall furnish to such Owner a certificate in writing signed by the Association, setting forth the amount of any unpaid assessments. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 8.7 Effect of Non-Payment of Assessment. Any assessment which is not paid within thirty (30) days after its due date shall bear interest from said due date at the rate of twelve percent (12%) per annum, and the Association shall be empowered, as attorney in fact for all the Owners, to bring an action against the Owner personally obligated to pay the same, and there shall be added to the amount of such assessment the costs of processing such action, including reasonable attorney's fees. Any assessment which is not paid when due, together with such interest therein and costs of collection thereof shall become a continuing lien on the Unit and undivided interest in the Common Area of the delinquent Owner, which lien shall bind such Unit and undivided interest in Common Area in the hands of said Owner, his heirs, devisees, representatives and assigns. Notwithstanding, however, no subsequent Owner of such Unit and undivided interest in Common Area shall be personally liable for said delinquent assessment.

9. PROVISIONS FOR THE PROTECTION OF MORTGAGEES.

Notwithstanding anything in this Declaration of Condominium and the Articles of Agreement & Bylaws of The Homeowners Association of Rowell Estates, to the contrary, and subject to any greater requirements imposed by

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from the lien of, any assessments made thereafter.

- 9.6 Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Board of Directors shall be entitled to:
- A. By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
 - B. Change the pro-rata interest of any individual Unit; provided that the prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 4 hereof; or
 - C. Partition or subdivide any Unit; or
 - D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Declaration of Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Board of Directors to connect adjoining Units shall require the prior approval of only the mortgages of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to section 4 hereof.
 - E. Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.
- 9.7 To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the State of New Hampshire shall relate only to the individual Units and not to the Condominium as a whole;

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rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the County Registry of Deeds.

10. DETERMINATION OF ACTION FOLLOWING CASUALTY DAMAGE.

In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, 111, of the Condominium Act, be used to repair or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims, resulting from such damage and to deliver releases upon the payment of claims; provided, however that proceeds of insurance shall be payable and paid, not to the Board of Directors, but to a national or State of New Hampshire chartered banking institution as trustee for the benefit of the Unit Owners' Association, the Unit Owners or any mortgagee as their interest may appear. The procedure for reconstruction and repair is set for in Article VII of the Bylaws.

11. GENERAL PROVISIONS.

11.1 Duration. The covenants and restrictions of the Declaration as amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and the Owners of any Unit subject to said Declaration, and their respective legal representatives, heirs, successors, and assigns, forever unless an instrument signed by the then Owners of thirty-two (32) Units has been recorded, agreeing to terminate said covenants and restrictions.

11.2 Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

11.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or by any individual Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against his or their aforesaid property to enforce any lien created by these covenants; and failure

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Exhibit A
Legal Description

A certain tract or parcel of land, with the improvements thereon, situated in the Town of Kingston, County of Rockingham, State of New Hampshire, on the easterly side of New Boston Road, containing 94.88 acres of land and being shown as Lot 5 on a Plan of land entitled "Boundary Survey and Proposed Subdivision of Land Owned by Henry Goscinak for David Newhouse, Sr.", dated April, 1985, prepared by Twin State Surveys, Land Surveyors, West Springfield, N.H., which Plan is recorded with Rockingham County Registry of Deeds, Plan No. D14273.

The land situated on the easterly side of New Boston Road, Town of Kingston, Rockingham County, State of New Hampshire, containing 94.94+/- acres and being shown as Lot 5 on a plan of land entitled "Boundary Survey and Proposed Subdivision of Land Owned by Henry Goscinak for David Newhouse, Sr."; Scale: 1" = 200'; dated April 1985; prepared by Twin State Surveys, Land Surveyors, West Springfield, N. H. Said plan is recorded with the Rockingham County Registry of Deeds as Plan No. D-14273. Said Lot 5 is described as follows:

Commencing at a fixed point being located in the southwesterly corner of Lot 5 and at the southeasterly corner of land N/F Jenkins; thence running N 08 Degrees 30' 05" W a distance of 400.0' to a fixed point; thence turning and running S 81 Degrees 29' 50" W a distance of 621.4' to a fixed point; thence turning and running N 17 Degrees 03' 20" W a distance of 240.0' to a fixed point; thence turning and running N 84 Degrees 44' 55" E a distance of 658.2' to a fixed point; thence turning and running S 57 Degrees 39' 05" E a distance of 544.1' to a fixed point; thence turning and running N 15 Degrees 16' 10" E a distance of 916.3' to a fixed point; thence turning and running N 70 Degrees 09' 25" W a distance of 489.0' to a fixed point; thence turning and running N 81 Degrees 20' 40" W a distance of 564.2' to a fixed point; thence turning and running N 07 Degrees 22' 50" W a distance of 415.0' to a fixed point; thence turning and running N 79 Degrees 50' 10" W a distance of 404.8' to a fixed point; thence turning and running N 06 Degrees 45' 10" E a distance of 134.7' to a fixed point; thence running N 08 Degrees 42' 40" E a distance of 65.5' to a fixed point; thence turning and running N 60 Degrees 22' 45" E a distance of 739.3' to a fixed point; thence running N 86 Degrees 20' 25" W a distance of 9.1' to a fixed point; thence running N 60 Degrees 22' 45" E a distance of 1230.3' to a fixed point; thence turning and running S 65 Degrees 19' 20" E in two courses a distance of 29.7' and 509.6' to a fixed point; thence turning and running S 25 Degrees 06' 30" W a distance of 274.7' to a fixed point; thence running S 26 Degrees 49' 05" W a distance of 196.6' to a fixed point; thence running S 25 Degrees 49' 20" W a distance of 287.8' to a fixed point; thence turning and running S 80 Degrees 22' 50" E a distance of 476.5' to a fixed point; thence turning and running S 33 Degrees 06' 00" W a distance of 839.4' to a fixed point; thence turning and running S 29 Degrees 07' 45" E a distance of 60.4' to a fixed point; thence turning and running S 12 Degrees 27' 20"

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2. Easement to Exeter & Hampton Electric Company dated November 25, 1985, recorded with said Registry of Deeds at Book 2576, Page 1000, if applicable.

BK4031PG0536

DECLARATION OF ROWELL ESTATES, A CONDOMINIUM

Kingston, NH

by

River Valley Development Corp.

THIS DECLARATION OF CONDOMINIUM, made as of this 7th day of May, 2003 by River Valley Development Corp. with a principal place of business at 1501 Main St., Unit 7, P.O Box 60, Tewksbury, Massachusetts, (hereinafter "Declarant").

WITNESSETH:

1. RECITALS AND DEFINITIONS:

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1.2 Declarant desires to create on the real property shown on the Plan and further described in Exhibit 'A' to this Declaration ("Property") an elderly residential condominium community, including Units, a public road, access roads, common area, and permanent open spaces for the benefit of the said community.

1.3 Declarant further desires to provide for the preservation of the quality of the Property and enhanced value in said Property by assuring its proper maintenance, and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth all consistent with the existing easements and restrictions of record and future development of the Property.

1.4 "Declaration" means this Declaration of Condominium, as supplemented and amended from time to time.

1.5 "Unit" means a part of the real estate Condominiums intended for independent ownership, including one or more rooms or enclosed spaces located in the buildings bearing any numerical designation

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from "Unit 1" through "Unit 40", inclusive, as shown on the Plan(s). The Unit Owners shall own the land and improvements in fee simple. Each Unit shall have an equal undivided interest in the Common Area, regardless of the size of the individual Units.

- 1.6 "Access Roads" means the land shown as "Well Field Access Road" and "Septic Access Road" on the Plan.
- 1.7 "Public Road" means the sixty foot (60') right-of-way shown on the Plan as "Rowell Road" to be constructed by the Declarant in accordance with said Plan and to be dedeed to the Town of Kingston as a public way.
- 1.8 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit but shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.
- 1.9 "Common Area" means all Property other than the Units and includes the Access Roads, Limited Common Area, Landscape Area, Buffer Area and Open Space as shown on the Plan, which Common Area also means any pipes, ducts, flues, conduits, wire and other utility installations to the outlets located within any Unit. Common Area shall include Convertible Land until such time as Declarant exercises its right to convert land under the terms of this Declaration, and RSA 356-B.
- 1.10 "Limited Common Area" means that portion of the Common Area which is designated herein as reserved for the use of the Owner or Owners of a certain Unit or Units to the exclusion of the Owners of other Units.
- 1.11 "Open Space" means the land shown as "Open Space" on the Plan.
- 1.12 "Buffer Area" means the land between the property line and setback line shown as "Buffer Area" on the Plan.
- 1.13 "Single Family Dwelling" or "Dwelling" means a Unit including a garage for the family automobiles designed and intended for use and occupancy as a residence by a single family.
- 1.14 "Landscape Area" means that portion of Common Area surrounding the buildings which does not include Access Roads, Open Space or Buffer Area as shown on the Plan; but does include the Planting areas immediately in front of, to the rear of, and to the sides of each building.
- 1.15 "Association" means The Homeowners Association for Rowell Estates, Inc, a voluntary corporation formed under the provisions of N.H.

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RSA Chapter 292.

- 1.16 "Infiltration Swales" means the Common Area shown on the Plan as "Infiltration Swales" for storm water management.
- 1.17 "Board of Directors" means the Board of Directors of the Association formed pursuant to bylaws adopted by the members of Association.
- 1.18 "Association Property" means (i) the street light fixtures, (ii) pipes for water and sewer, and (iii) any other real or personal property conveyed to or acquired by the Association and utilized for the benefit and in connection with the Property and Owners. Recordation of an instrument of conveyance to the Association in the Rockingham County Registry of Deeds shall constitute acceptance by the Association of Association Property.
- 1.19 "Rowell Estates Community Condominium" or "Community Condominium" means the Property, the Owners and the Association.
- 1.20 "Convertible Land" means that portion of the Common Area upon which, subject to the provisions of RSA 356-B and the provisions hereof, future Units or other buildings may be constructed. The Convertible Land is more particularly described in Exhibit B attached hereto.
- 1.21 "Declarant" means River Valley Development, a Massachusetts corporation with a principal place of business at 1501 Main St., Unit 7, P.O. Box 60, Tewksbury, MA.

2. DEDICATION OF PROPERTY.

Declarant hereby declares that the Property is and shall be held, transferred, leased, encumbered, conveyed, improved and occupied subject to the covenants, restrictions, easements, charges, and liens of the Declaration which are intended to create mutual and equitable servitudes upon each Unit and upon the Common Area in favor of all other Units and the Common Area; to create reciprocal rights and restrictions between the respective Owners of the Units and Common Area; to create privity of contract and estate between the respective Owners of the Units and Common Area and their successors and assigns; and shall, as to the Owners of each Unit and the Owners of the Common Area and their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said Units and Common Area and their respective Owners, present and future.

3. PROPERTY USE.

3.1 Elderly Housing.

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A. Restrictions:

- i. The Units, up to 40, declared hereunder, are designated as "Housing for persons 55 or older". Under RSA 354-A:15, the Rules of the New Hampshire Commission for Human Rights (Hum. 302) and applicable federal law, housing intended for and occupied by at least one person 55 years of age or older per Unit is exempted from the anti-discrimination laws.
- ii. In addition to the restrictions on use and occupancy otherwise provided hereunder, the Declarant hereby establishes certain special use and conveyancing restrictions pertaining to the Units declared hereunder, as follows:
 - a. In the event of the death of one occupant which shall result in the use and occupancy by person(s) who have previously occupied that Unit and who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that Unit at which time the use and occupancy by at least one person age 55 or older must be re-established.
 - b. In the event of a) divorce, b) legal separation or c) abandonment by a person in relationship with other occupants of a Unit which shall result in the use and occupancy by person(s) who have previously occupied that Unit who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that Unit, at which time the use and occupancy shall be by at least one person age 55 or older must be re-established.
 - c. The term "abandonment" shall mean an uninterrupted and permanent cessation of occupancy and residency. The terms "person in relationship with other occupants of a Unit" shall mean either a person who has a direct familial relationship with any other occupant, or who has co-habited with another person in common residence.

- d. The occupants of any Unit who shall claim entitlement to this exception shall be required to file an Affidavit with the Board of Directors, attesting to the fact that the initial occupancy was established in conformity with the age 55 condition and that events have occurred since that time which entitle those occupants to qualify the Unit under this exception. The Affidavit shall be signed under penalties of perjury.
- iii. Except as provided under paragraph (b) above, no guests or other invitees under the age of 55 years shall be permitted to occupy any Unit for a period of more than six (6) months in any nine (9) month period.

3.2 Elderly Services:

Pursuant to RSA 354-A: 15 and the New Hampshire Human Rights Commission Rule 302.03, the Declarant hereby establishes and declares that as part of this Condominium, the Declarant or the Board of Directors of the Association, shall provide or make available to the Unit Owners the following services and facilities which are designed to meet the physical or social needs of older persons.

The Board of Directors shall from time to time adopt policies and procedures to implement the services and facilities and shall have an Agent (the "Agent") qualified in the field of elderly services to make recommendations regarding these or other services and facilities, including recreation or other social programs. The Agent shall also serve as the coordinator of all programs and services as described herein, or as otherwise shall be made available to the residents.

A. Programs Designed to Provide a Social Life for Residents.

The "Vic Geary Center", a non-profit organization, located at Greenbush Road, Plaistow, NH, provides persons of retirement age with education, cultural, and social programs. Each Unit Owner shall be added to the Vic Geary mailing list such that the Unit Owner shall be informed of events and programs.

B. Continuing Education programs of Interest to Unit Owners.

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The University of New Hampshire has a Continuing Education Program designed for adults who are not regular students. Those courses are noted in the catalogues provided by the University. In addition, the Northern Essex Community College of Haverhill, Massachusetts, Timberlane School District and Sanborn School District all offer education programs for adults who are not regular students. The Board of Directors will annually obtain schedules for these schools, and will make the schedules available to Unit Owners.

C. Information and Counseling Services.

The Rockingham VNA & Hospice of Exeter, NH shall visit each Unit after it is purchased to schedule a home safety evaluation visit and make any recommendations as to adjustments in the physical aspects of the Unit, such as furnishings, rugs, grab bars or similar items.

D. Recreational Programs

Exeter Hospital offers an array of wellness programs, including aerobics, cardiovascular, massage therapy, and exercise programs. The Kingston Recreation Department offers several activities for interested adults. The Kingston State Park is located in the center of town, and offers camping, walking trails, and a beach. The Agent shall ensure that residents are aware of these opportunities and shall assist them to secure memberships at the current rates, if necessary.

E. Homemaker Services

Each Unit Owner shall be pre-registered for Homemaker Services with the Rockingham VNA & Hospice which provides personnel trained in homemaking assistance, including house cleaning, shopping, laundry, meal preparation and errands. In the event that the Unit Owner does not qualify for assistance, the Unit Owner will be referred to the Exeter Area Healthcare, which provides similar services.

F. Services Designed to Assist Residents With the Maintenance and Upkeep of Building and Grounds.

All maintenance of building exterior, lawns, landscaping

and rubbish pickup shall be through the Board of Directors of the Association. In addition, all winter streets shall be the responsibility of the Association.

G. Accessible Physical Environment

Each of the Units within the Condominium shall be designed and constructed with a first floor master suite. Certain Units may offer other elderly related features, including a wheelchair accessible oversized master bath.

H. Emergency and Preventive Health Care Programs.

- i. All Units shall be pre-wired for call button services with automatic pre-registration for first time purchasers for call back service with Lifeline Emergency Response Systems.
- ii. The home health services provided by Rockingham VNA & Hospice, if the Unit Owner qualifies. If not, the Unit Owner will be referred to Exeter Area Healthcare.

I. Replacement Services

In the event that any of the above listed services shall cease to exist or operate, the Board of Directors or its Agent shall use all reasonable effort to identify a replacement service to provide that service. Unit Owners will be advised of other elderly services, as the services become available. Other services that may be available include Transportation, Commuter Rail, Flight Line Airport, Rockingham Community Action, Human Services, and Rockingham Meals on Wheels.

3.3 Survey.

The Board of Directors of the Association shall bi-annually conduct a complete survey to determine the ages of the occupants of the Units. The Board of Directors shall be entitled to rely on certifications executed by the Unit Owners in the form attached hereto as Exhibit C. Each Unit Owner shall have the obligation to cooperate in that survey and to provide any information requested by the Board of Directors.

3.4 Condominium Association Meetings.

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At the Annual Meeting or any Special Meeting called for the purpose, the Board of Directors shall issue a written report identifying the elderly services needs of the condominium residents and the Board's Plans to best meet those needs. Beginning with the second report, the annual report shall also describe the services provided in response to the previous report.

3.5 Costs

Any cost(s) for the elderly of services listed in A through I, inclusive, not specifically covered by the common charges, and incurred by a Unit Owner shall be borne by that Unit Owner and shall not be an obligation of the Association.

3.6 Residential Uses

Each Unit shall be used only for single-family residential purposes. *All 40 dwelling Units are restricted to one bedroom with a maximum occupancy of 2 people.* This restriction shall not be construed to prohibit rentals for residential use for a minimum period of six (6) months.

3.7 Declarant shall be required to use its best efforts to assure compliance with this Section 3, and the age requirements hereof, but in no event shall it be liable for failure of compliance hereof if it has acted in good faith to comply. After the Transition Date, the Association shall enforce the requirements hereof and shall be subject to the same good faith compliance requirement. No party except the Declarant and the Association after the Transition Date shall be entitled to enforce this restriction and no party shall be subject to any claim for damages or otherwise as a result of non-compliance. Nothing herein, however, shall limit the Town of Kingston from enforcing the terms of the Planning Board Approval for the Property or the requirements of the Kingston Zoning Ordinance. The Owners, however, acknowledge and agree that a violation of the age requirement shall entitle the Declarant and the Association after the Transition Date to, at their election, specifically enforce the terms hereof and may obtain injunctive and other equitable relief, including rescission of the deed of conveyance, in the event of default hereof.

3.8 Single Bedroom Requirement. There shall be at least 1 four-Unit building having four single bedroom living Units. Single bedroom Units are restricted in occupancy to two people.

3.9 Landscape Area. All Landscape Area located on the Common Area, with the exception of the Limited Common Area, shall be maintained by the Association and used by all Owners as tenants in common.

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- 3.10 Common Area. The Common Area consists of the entire Property other than the Units and includes, but not by way of limitation:
- A. the Land (in common with others entitled thereto) and the walks, shrubbery and other Plantings, road parking areas and other land and interests in land;
 - B. the water supply, sewage disposal, electrical and telephone systems serving the Property to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained with and servicing a single Unit);
 - C. the roofs, foundations, columns and supports of the buildings; the perimeter walls, ceilings and floors bounding each Unit to the unfinished interior surfaces thereof and other walls, which are not within a Unit;
 - D. the pipes ducts, fireplace flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing or utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Property other than the Unit within which they are located; recreational buildings and any like facilities erected and;
 - E. all other parts of the Property, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, and including any other easements.

- 3.11 Limited Common Area. The decks and/or patios adjacent to each Unit is Limited Common Areas and is reserved for the exclusive use of the Unit to which it is adjacent. In addition, the Owner of each Unit has an exclusive use easement over the landscape area within ten feet (10') of the rear of a dwelling Unit. For those Units that include side or rear decks, the Limited Common Area refers to the landscape area within ten feet (10') of the deck. Those Units located less than ten feet (10') away from the Buffer Area will include a Limited Common Area less than ten feet or equal to the distance from the dwelling to the Buffer Area as shown on the Plan. Owners are permitted to Plant any type of natural vegetation so long as such vegetation does not mature to a height greater than four feet (4'). The erection of any type of permanent structure is not permitted in the Limited Common Area. Owners are responsible for the maintenance and upkeep of any alteration or improvement made within the Limited Common Area. If a Unit Owner chooses to alter the Limited Common Area in such a way as to incorporate any existing shrub beds, the Owner becomes

responsible for those areas, as well. If an Owner chooses not to alter the Limited Common area, the Association will maintain the land consistent with the surrounding Landscape Area. Owners are not permitted to remove or alter shrub beds to the extent that they are no longer landscape areas.

3.12 Description of Unit. The boundaries of each Unit with respect to floors, ceilings and the walls, doors and windows thereof are as follows:

- A. Floors: The unfinished interior surface of the lowermost floor.
- B. Ceilings: The unfinished interior surface of the uppermost ceiling.
- C. Perimeter walls and doorframes: The unfinished interior surface thereof.
- D. Windows and doors: As to the entrance doors, the unfinished exterior surface thereof; and as to window frames, the exterior surface of the glass and the unfinished exterior surface of the window frames.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries. The finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of a Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his Unit with the Limited Common Area reserved for his Unit, and the sinks, bathtubs, and other plumbing facilities, oven and other appliances, located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, or other public utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include any decks or patios serving the Units, which decks or patios shall be Limited Common Area.

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- 3.13 Buffer Area. All Buffer Area located on Common Area is to remain in its natural vegetated state.
- 3.14 Open Space. All Open Space is to remain undeveloped and will carry a conservation restriction as described in Exhibit 'A'.
- 3.15 Utilities. All pipes for water, drainage, and sewer, shall be placed underground. Electric, telephone, and cable television service shall be overhead. The drainage system, which includes drainpipe and catch basins, will become the responsibility of the Town of Kingston once the right-of-way for Rowell Road is deeded to the Town. The Declarant will grant an easement to the Town for the maintenance of the infiltration swales. The water pipe and sewer pipe will remain the responsibility of the Association. The Town will grant an easement to the Association for all water and sewer pipe, which is located within the right-of-way.
- 3.16 Occupancy. No Single Family Dwelling shall be occupied or used for residential purposes until substantially completed and the Town of Kingston shall have issued a certificate of occupancy.
- 3.17 Sewage Disposal Systems. All sewage disposal systems shall be connected into a community septic system.
- 3.18 Water Supply. Water will be supplied by a community well system. Withdrawal of water from said community well is for the needs of the Association only.
- 3.19 Sanitation. Garbage and rubbish shall be contained in a suitable closed receptacle screened from public view. Each Owner understands that he or she (and not the Town of Kingston) shall be solely responsible for the proper disposal of all rubbish and garbage.
- 3.20 Fences. No fences may be erected except by the Association.
- 3.21 Decks. Owners are permitted to install privacy screening around the deck attached to their Unit. No other alterations are permitted. Repair and maintenance of decks are the responsibility of the Association. Any privacy screening installed by the Owner is the responsibility of the Owner. Screening materials to be approved by the Association.
- 3.22 Driveways. Owners have the exclusive use of the driveway area directly in front of their garage. This exclusive use area is limited to ten feet (10') in width and the length from the garage to Rowell Road. In the cases where more than two (2)

Units share a driveway, the exclusive use area is limited to the

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distance from the garage to where the merger takes place.

- 3.23 Recreational Vehicles. Owners are permitted to store recreational vehicles to the extent that they can be housed in the garage. No recreational vehicles are to be parked in the driveway for more than 24 hours. Vehicles that cannot be stored in a garage are not permitted on the Property unless the Association has designated a separate parking area for such a purpose.
- 3.24 View. No signs, clotheslines, television antennas, refuse, air conditioning equipment, tanks for the storage of fuel, loose clothing or similar material or equipment shall be hung, posted or otherwise placed so as to be within the public view or within the view of the other Owners, without the prior written consent of the Board.
- 3.25 Animals. No animals, livestock or poultry of any kind may be raised, bred or kept anywhere on the Property except that dogs, cats or other household pets may be kept in Units, with the prior written consent of the Board, which consent may be withdrawn whenever any such household pet becomes a nuisance to the other Owners.
- 3.26 Trees and Shrubbery. Trees and shrubs are to be Planted in the Landscape Area by the Declarant at its discretion. Maintenance of said trees and shrubs are the responsibility of the Association. Owners are not permitted to Plant vegetation of any kind in any Common Area except that of which is permitted within the Limited Common Area.
- 3.27 Use of Property. The Property shall not be used in a manner which is inconsistent with the residential character of the Property, and no noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is unlawful or will result in the disturbance of the natural quality, environmental condition or tranquility of the Property or which is or will become an annoyance or nuisance to the other Owners.
- 3.28 Rules and Regulations. The Association is empowered to adopt and amend from time to time, rules and regulations concerning the use of the Property provided said rules and regulations are approved by a majority of the Owners. Upon adoption, said rules and regulations shall be binding on all Owners.

4. Conversion of Convertible Land.

Under this Declaration, Declarant shall construct six (6) units. Declarant reserves the right to convert, at its sole discretion, further Common Area for the construction of up to an addition thirty-four (34) Units.

- 4.1 Option to Convert. The Declarant for itself and its successors in

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interest, hereby expressly reserves the right, at its sole option, for a period not exceeding five (5) years from the date of recording of this Declaration to create additional Units and Limited Common Areas on all or any part of the Convertible Land, which right shall be exercised by amendment to this Declaration and the Buy Laws (if necessary), executed by the Declarant alone in the manner provided by RSA 356-B. The consent of Owners and Mortgagees of Owners shall be required as a condition for the exercise of the option of such extended time limit adopted pursuant to RSA 356-B:23 and RSA 356-B:54 V.

- 4.2 Legal Description. A legal description by metes and bounds of the Convertible Land upon which additional Units may be constructed and added to the Condominiums is attached as Exhibit B. Portions of the Convertible Land may be converted at different times, and in any order, at the sole discretion of the Declarant.
- 4.3 Maximum Number of Units. A maximum of 40 Units may comprise the Condominium if all allowed Units are constructed.
- 4.4 Restrictions on Use. The additional structures and Units therein shall be subject to the restrictions of this Declaration.
- 4.5 Construction of Compatible Quality Structures. It is hereby assured that the structures erected on the Convertible 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.
- 4.6 Other Improvements. Improvements consisting of Units, paved walkways, roads, parking areas and utility services are contemplated if all or a portion of the Convertible Land is converted.
- 4.7 Construction of Additional Units. The Units created on any portion of the Convertible Land will be substantially identical to the Units on other portions of the Submitted Land in terms of layout, design, location, size, the principal materials to be used, or architectural style.
- 4.8 Re-allocation of Interest in Common Area. Upon the creation of additional Units on the Convertible Land, the interest of all Owners in the Common Area shall be re-allocated such that at all times each Unit shall have an undivided interest in the Common Area equal to One divided by the Number of Declared Units. The Declarant shall record a Site Plan, together with an amendment to the Declaration, re-allocating undivided interests in the Common Area so that the Units depicted on such site plans and floor plans shall be allocated undivided interests in the Common Area on the same basis as the Units depicted on the site plan and floor plans (or certificates of

conformance) recorded simultaneously with this Declaration, or any subsequent amendments thereto.

4.9 Easement to Facilitate Construction. The Declarant hereby reserves to itself and its successors in interest, a transferable easement over, through, under and on the Common Area of the condominium for the purpose of construction the additional Units and structures on any portions of the convertible Land, together with improvements. Declarant also expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Area of the Condominium for the purpose of connecting the structures to underground and over ground utilities for the benefit of all of the respective Owners of the Condominium.

5. REPAIRS AND STRUCTURAL CHANGES BY OWNER.

Every Owner shall at his own expense maintain his Unit and its equipment and appurtenance in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit.

5.1 Owner's Obligation to Repair. In addition to redecorating and keeping the interior of the Unit in good repair, every Owner shall be responsible for the maintenance, repair or replacement of any bathroom and kitchen fixtures, washer and dryers and hose attachments, plumbing fixtures, water heaters, heating equipment, lighting fixtures and other property which are not Common Area and which are located in his Unit. Every Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire, or other utility installation, which is Common Area within his Unit. No Owner shall permit any repair or other work in his Unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonable adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Board, and unless such repair or other work is performed in compliance with all governmental laws, ordinances, rules and regulations.

5.2 Prohibition Against Structural Changes by Owner. In addition to the requirements with respect to repair or other work set forth in Section 1 above, no Owner shall, without first obtaining written consent of the Board: (i) make or permit to be made any structural alteration, improvement, or addition in or to his Unit or in or to any other part of Rowell Estates, (ii) tamper with any bearing wall or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in Rowell Estates, (iii) impair any easement or right or personal property which is part of Rowell Estates, or (iv)

paint or decorate any portion of the exterior of any building or other structure in Rowell Estates or any Common Area therein.

6. RIGHTS AND EASEMENTS.

Every Owner shall have the following rights and easements of use and enjoyment, in common with other Owners, in and to the Property, and each Unit and the Common Area shall be burdened with the following easements and restrictions in favor of the other Units and Common Area, all of which easements and restrictions shall be appurtenant to and shall pass with the title to every Unit, whether or not set forth in any instrument of conveyance as follows:

- 6.1 Existing Easements and Restrictions. The Property is subject to those existing easements and restrictions described in Exhibit 'A' attached hereto.
- 6.2 Access Roads. Each Owner shall have rights and easements of access over the Septic Access Road as desired to access the Open Space for recreational purposes. The members of the general public shall also have access to the Open Space via the Septic Access Road. However, all Owners and members of the general public who elect to pass, agree to hold harmless the Association and its members from any and all liabilities. No one shall access the open space via the Well Field Access Road. This road shall be posted as "No Trespassing" by the Declarant and use of this road shall be monitored by the Association. Only Trustees of the Homeowner's Associations, those hired by the Association to manage the property, those contracted for maintenance purposes, and municipal employees authorized by The Town of Kingston have rights of passage over this road.
- 6.3 Recreational Easements. Each Owner may use the Common Area in common with the other Owners, for himself and his family, guests and invitees, for reasonable pedestrian recreational use such as horseback riding, hiking, jogging or ski touring, provided that such use shall not damage, disturb or destroy any trees or other natural growth thereon. Members of the general public may use that part of the Common Area know as Open Space for said recreational use provided that such use shall not damage, disturb or destroy any trees or other natural growth thereon. No motorized recreational vehicles, such as motorbikes, four wheelers, snowmobiles, etc. shall be permitted.
- 6.4 Landscape Easements. The Common Area shall be burdened with an easement in favor of the Association, its successors and assigns to allow the Association, its successors or assigns to fulfill its

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obligations to maintain the Landscape Area as set forth in Article 6.6 below.

6.5 Utility Easements. Each Unit and the Common Area shall be burdened with easements in favor of the Association or public utilities if owned by such public utilities, for placement and maintenance of utilities including drainage, electric, telephone, water, sewer and cable television as shown on the Plan. Such easements shall include rights of ingress and egress, rights to place and replace, maintain and repair poles, lines, pipes, ditches, and other conduits; and,

6.6 Other Easements. As shown on the Plan, Common Area is subject to Infiltration Swales. The Common Area on which any Infiltration Swale is located shall be burdened with easements in favor of the Town of Kingston for maintenance and repair. No Improvements may be placed within Infiltration Swales.

7. THE ASSOCIATION AND BOARD OF DIRECTORS.

7.1 The Association shall be organized to promote the social welfare, including the health, safety, education, culture, comfort and convenience of its members, to acquire Association Property, maintain the Common Area and other Association Property, levy regular reasonable assessments pursuant hereto and use such funds for its general purposes, determine the manner in which the Association Property shall be used, enjoyed and improved and make and enforce rules and regulations with respect thereto.

7.2 The Association shall have all powers necessary or desirable to manage consistently with this Declaration the Common Area and Association Property, and shall have all powers generally of a corporation under the laws of the State of New Hampshire including, but not be limited to the power to hold and convey property, enter into water cost sharing, management and other contracts, and borrow money, and incur other obligations. It is expressly reserved hereby to the Association, the right to grant all easements for public or private utilities servicing more than one (1) Unit so long as such easement does not interfere with the architectural integrity of the Property.

7.3 Each Owner, including the Declarant, shall automatically be a member of the Association, upon the recording of the deed therefor in the Rockingham County Registry of Deeds.

7.4 Each Owner (including the Declarant) shall have one (1) vote for each Unit owned by him. In the event a corporation is the Owner, said Owner's vote shall be exercised by a person named in a

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certificate signed by an officer of the corporation and filed with the Association, which certificate shall be valid until revoked or suspended by a certificate. If more than one person shall be the Owner, said persons must act unanimously in order to cast the vote to which they are entitled.

- 7.5 The Association shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against any Association Property. Each Owner shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against his Unit and his undivided proportional interest in the Common Area.
- 7.6 In addition to its other duties and responsibilities as set forth herein, the Association shall provide all maintenance of the following property:
- A. Access Roads / Fire Lanes. The Association shall be responsible for maintenance of the Access Roads and Fire Lanes, including snow and ice removal;
 - B. Limited Common Area. The Association shall be responsible for repair and maintenance of the Limited Common Area that remains unaltered by Unit Owners.
 - C. Landscape Area. The Association shall be responsible for mowing and otherwise maintaining the Landscape Area.
 - D. Sidewalks. The Association shall be responsible for maintenance of the sidewalks, including snow and ice removal;
 - E. Utilities. The Association shall be responsible for maintenance and repairs of all utilities servicing the Units and Common Area not owned by the provider of said utility service, including electricity, water, sewer, telephone and cable television.
- 7.7 The Association shall obtain and maintain in full force and effect public liability insurance in such amounts and coverages as may be reasonable and adequate to protect the Association from damages for personal injuries or property damage arising from its ownership and maintenance of Association Property and maintenance of non-Association Property as provided herein, and shall keep any improvements constituting Association Property adequately insured against loss by fire or other casualty.
- 7.8 The Association and its members shall be empowered to adopt bylaws pertaining to the governance of the Association including

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provisions for the election of officers, Board of Directors, notice for meetings, quorums and percentage of votes required and the like, as long as said Bylaws are lawful and consistent with this Declaration.

7.9 The Declarant may appoint and remove some or all of the officers of the Association or its Board of Directors, or both and may exercise the powers and responsibilities otherwise assigned to the Association, its officers or the Board of Directors until either a fee simple title to thirty (30) Units has been conveyed by the Declarant by deeds recorded at the Rockingham County Registry of Deeds or two (2) years time has elapsed, whichever occurs first ("Transition Date").

8. ASSESSMENTS.

8.1 Creation of Lien and Personal Obligation of Assessments. The Declarant for each Unit owned by it hereby covenants, and each subsequent Owner of any such Unit upon recording of the deed therefor in the Rockingham County Registry of Deeds, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association annual and special assessments to be fixed and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The Association may designate an agent to whom payment of assessments shall be made and upon designation said agent shall be authorized to collect said assessments.

8.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively (i) for the management, maintenance and care of the Common Area, Association Property, Access Roads, Fire Lanes, Landscape Area, and Utilities, pursuant to Article 6.6 hereof, (ii) for the payment of any real estate taxes, water, sewer or other assessments levied against Association Property, (iii) for any services provided by the Association, (iv) for insurance obtained by the Association pursuant to Article 6.7 hereof, and (v) for any other costs reasonably incurred by the Association in fulfillment of its obligations hereunder.

8.3 Amount of Annual Assessments. The annual assessment shall be the same amount for each Unit assessed pursuant to Article 7.1 above. The Association shall, after consideration of its current costs and future needs, fix the annual assessments for each year, provided that it shall be an affirmative obligation of the Association to fix such assessments at an amount sufficient to properly discharge its duties

and obligations set forth herein.

- 8.4 Special Assessments. In addition to the annual assessments authorized herein, the Association may levy a special assessment, for the purpose of defraying, in whole or in part, (i) an operating loss for the cost of any construction or unexpected repair or replacement to the portions of the Property for which the Association is responsible to provide maintenance or (ii) for special capital improvements for the benefit of the Community, provided that any such special capital improvement shall be authorized by a majority vote of the Owners, provided however, if the Declarant owns one or more Units no such assessment for capital improvements may be made without its consent.
- 8.5 Date of Commencement of Annual Assessments and Due Dates. Annual assessments shall become due and payable on the first day of each calendar year. The due date of any special assessment shall be fixed in the vote authorizing such assessment, provided, however, Owners shall only be liable for their pro-rata share of such assessments.
- 8.6 Certificate of Payment. The Association, upon demand by any Owner shall furnish to such Owner a certificate in writing signed by the Association, setting forth the amount of any unpaid assessments. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 8.7 Effect of Non-Payment of Assessment. Any assessment which is not paid within thirty (30) days after its due date shall bear interest from said due date at the rate of twelve percent (12%) per annum, and the Association shall be empowered, as attorney in fact for all the Owners, to bring an action against the Owner personally obligated to pay the same, and there shall be added to the amount of such assessment the costs of processing such action, including reasonable attorney's fees. Any assessment which is not paid when due, together with such interest therein and costs of collection thereof shall become a continuing lien on the Unit and undivided interest in the Common Area of the delinquent Owner, which lien shall bind such Unit and undivided interest in Common Area in the hands of said Owner, his heirs, devisees, representatives and assigns. Notwithstanding, however, no subsequent Owner of such Unit and undivided interest in Common Area shall be personally liable for said delinquent assessment.

9. PROVISIONS FOR THE PROTECTION OF MORTGAGEES.

Notwithstanding anything in this Declaration of Condominium and the Articles of Agreement & Bylaws of The Homeowners Association of Rowell Estates, to the contrary, and subject to any greater requirements imposed by

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RSA 356-B, the following provisions shall apply for the protection of holders of first mortgagees (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- 9.1 In the event that the Unit Owners shall amend this Declaration of Condominium or Articles of Agreement to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - A. Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - B. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - C. Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (A) and (B) above,
- 9.2 Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Declaration of Condominium or Articles of Agreement.
- 9.3 Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by RSA 356-B, as it may be amended from time to time.
- 9.4 Any and all common expenses, assessments and charges that may be levied by the Board of Directors of the Association in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage or any Unit to the extent permitted by applicable law.
- 9.5 A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments that became payable prior to such sale or transfer except as otherwise provided by the provisions of RSA 356-B. However, any such delinquent assessments that are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchase or transferee of a Unit from liability for, nor the Unit

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from the lien of, any assessments made thereafter.

- 9.6 Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Board of Directors shall be entitled to:
- A. By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
 - B. Change the pro-rata interest of any individual Unit; provided that the prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 4 hereof; or
 - C. Partition or subdivide any Unit; or
 - D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Declaration of Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Board of Directors to connect adjoining Units shall require the prior approval of only the mortgages of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to section 4 hereof.
 - E. Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.
- 9.7 To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the State of New Hampshire shall relate only to the individual Units and not to the Condominium as a whole;

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9.8 In no case shall any provision of the Condominium Declaration of Condominium or Articles of Agreement give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Areas and Facilities of the Condominium;

- A. an institutional first mortgage lender, upon request to the Association;
- B. respect to any obligation of such borrower under this Declaration of Condominium or Articles of Agreement which is not cured within sixty (60) days;
- C. inspect the books and records of the Association at all reasonable times;
- D. receive an audited annual financial statement of the Board of Directors within ninety (90) days following the end of any fiscal year of the Association;
- E. receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
- F. receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or Common Areas and Facilities of the Condominium;
- G. receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- H. receive written notice of any action which requires the consent of a specified percentage of eligible mortgages.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 9 may not be amended or

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rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the County Registry of Deeds.

10. DETERMINATION OF ACTION FOLLOWING CASUALTY DAMAGE.

In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, 111, of the Condominium Act, be used to repair or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims, resulting from such damage and to deliver releases upon the payment of claims; provided, however that proceeds of insurance shall be payable and paid, not to the Board of Directors, but to a national or State of New Hampshire chartered banking institution as trustee for the benefit of the Unit Owners' Association, the Unit Owners or any mortgagee as their interest may appear. The procedure for reconstruction and repair is set for in Article VII of the Bylaws.

11. GENERAL PROVISIONS.

11.1 Duration. The covenants and restrictions of the Declaration as amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and the Owners of any Unit subject to said Declaration, and their respective legal representatives, heirs, successors, and assigns, forever unless an instrument signed by the then Owners of thirty-two (32) Units has been recorded, agreeing to terminate said covenants and restrictions.

11.2 Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

11.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or by any individual Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against his or their aforesaid property to enforce any lien created by these covenants; and failure

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to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 11.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 11.5 Amendments. Except as otherwise provided herein, the provisions of this Declaration may be amended from time to time by an instrument in writing signed by the Declarant prior to the Transition Date and by 75% of the Unit Owners after the Transition Date provided that written notice of such proposed amendment has been sent to every Owner at least sixty (60) days in advance of any action taken. *Any and all amendments require prior written approval from the Town of Kingston Planning Board.* Once approved, said amendment shall be effective upon recordation at the Rockingham County Registry of Deeds, provided that if the Declarant owns one or more Units no amendment may be made without its consent.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer this 7th day of May, ~~2002~~ 2003

River Valley Development Corp.

By: [Signature]
Michael P. Patenaude,
President & Treasurer

STATE OF New Hampshire
COUNTY OF Stafford

5/7, 2003

The person signing this affidavit, Michael P. Patenaude, President & Treasurer of River Valley Development Corp., a Massachusetts Corporation, appeared and signed this before me and took oath that the statement set forth in this Declaration are true to the bests of his knowledge and belief.

DAINA L. ANDERSON, NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 8, 2007

[Signature]
Notary Public/Justice of the Peace
My Commission expires:

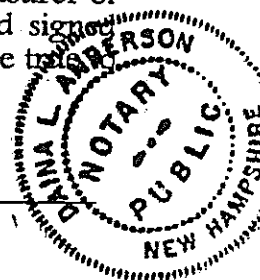


Exhibit A
Legal Description

A certain tract or parcel of land, with the improvements thereon, situated in the Town of Kingston, County of Rockingham, State of New Hampshire, on the easterly side of New Boston Road, containing 94.88 acres of land and being shown as Lot 5 on a Plan of land entitled "Boundary Survey and Proposed Subdivision of Land Owned by Henry Goscinak for David Newhouse, Sr.", dated April, 1985, prepared by Twin State Surveys, Land Surveyors, West Springfield, N.H., which Plan is recorded with Rockingham County Registry of Deeds, Plan No. D14273.

The land situated on the easterly side of New Boston Road, Town of Kingston, Rockingham County, State of New Hampshire, containing 94.94+/- acres and being shown as Lot 5 on a plan of land entitled "Boundary Survey and Proposed Subdivision of Land Owned by Henry Goscinak for David Newhouse, Sr."; Scale: 1" = 200'; dated April 1985; prepared by Twin State Surveys, Land Surveyors, West Springfield, N. H. Said plan is recorded with the Rockingham County Registry of Deeds as Plan No. D-14273. Said Lot 5 is described as follows:

Commencing at a fixed point being located in the southwesterly corner of Lot 5 and at the southeasterly corner of land N/F Jenkins; thence running N 08 Degrees 30' 05" W a distance of 400.0' to a fixed point; thence turning and running S 81 Degrees 29' 50" W a distance of 621.4' to a fixed point; thence turning and running N 17 Degrees 03' 20" W a distance of 240.0' to a fixed point; thence turning and running N 84 Degrees 44' 55" E a distance of 658.2' to a fixed point; thence turning and running S 57 Degrees 39' 05" E a distance of 544.1' to a fixed point; thence turning and running N 15 Degrees 16' 10" E a distance of 916.3' to a fixed point; thence turning and running N 70 Degrees 09' 25" W a distance of 489.0' to a fixed point; thence turning and running N 81 Degrees 20' 40" W a distance of 564.2' to a fixed point; thence turning and running N 07 Degrees 22' 50" W a distance of 415.0' to a fixed point; thence turning and running N 79 Degrees 50' 10" W a distance of 404.8' to a fixed point; thence turning and running N 06 Degrees 45' 10" E a distance of 134.7' to a fixed point; thence running N 08 Degrees 42' 40" E a distance of 65.5' to a fixed point; thence turning and running N 60 Degrees 22' 45" E a distance of 739.3' to a fixed point; thence running N 86 Degrees 20' 25" W a distance of 9.1' to a fixed point; thence running N 60 Degrees 22' 45" E a distance of 1230.3' to a fixed point; thence turning and running S 65 Degrees 19' 20" E in two courses a distance of 29.7' and 509.6' to a fixed point; thence turning and running S 25 Degrees 06' 30" W a distance of 274.7' to a fixed point; thence running S 26 Degrees 49' 05" W a distance of 196.6' to a fixed point; thence running S 25 Degrees 49' 20" W a distance of 287.8' to a fixed point; thence turning and running S 80 Degrees 22' 50" E a distance of 476.5' to a fixed point; thence turning and running S 33 Degrees 06' 00" W a distance of 839.4' to a fixed point; thence turning and running S 29 Degrees 07' 45" E a distance of 60.4' to a fixed point; thence turning and running S 12 Degrees 27' 20"

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E a distance of 71.1' to a fixed point; thence turning and running S 13 Degrees 49' 15" E a distance 195.3' to a fixed point; thence turning and running S 38 Degrees 34' 30" E a distance of 574.2' to a fixed point; thence running S 40 Degrees 03' 40" E a distance of 126.0' to a fixed point; thence running S 51 Degrees 03' 30" E a distance of 67.5' to a fixed point; thence turning and running S 32 Degrees 22' 30" W a distance of 719.5' to a fixed point; thence turning and running N 87 Degrees 39' 15" W a distance of 207.8' to a fixed point; thence running N 88 Degrees 36' 00" W a distance of 311.15' to a fixed point; thence running N 88 Degrees 36' 00" W a distance of 245.6' to a fixed point; thence running N 80 Degrees 01' 00" W a distance of 483.1' to a fixed point being the point of beginning.

Reference is also made to a plan of land entitled "Site Plan of Land situated in Kingston, New Hampshire to be Known as Rowell Estates, an Elderly Housing Development, Over 55" as drawn for L. A. Associates, Inc.; prepared by Paul F. Nichols, Civil Engineer and Land Surveyor, Kingston, N. H. Said plan is recorded with the Rockingham County Registry of Deeds as Plan No. D-29813

For title reference see deed from David G. Newhouse, Sr., a/k/a David Newhouse, Sr. and Patricia J. Newhouse to Richard W. Stuart, Trustee of Buoy Realty Trust dated June 3, 1987 and recorded with the Rockingham County Registry of Deeds at Book 2725, Page 2346.

Matters of Record:

Easement and Restrictions: (i) Drainage Easement in favor of the Town of Kingston upon completion of the infiltration swales; said Easement to be recorded in said Registry; (ii) Conservation Easement in favor of the Town of Kingston Conservation Commission; said Easement to be recorded in said Registry; (iii) Access Easement in favor of Abutter R-16, Lot 5-4 at 100 New Boston Road; said Easement to be recorded in said Registry; (iv) Electric Service Easement will also be granted to the utility providing electric service to the Property; said Easement to be recorded in said Registry; (v) Miscellaneous other utility easements related to telephone, cable and other media will be granted to the utility company providing said service to the property; said Easement to be recorded in said Registry; (vi) Utility Easement retained by River Valley Development Corp. upon transfer of title for Rowell Road to the Town of Kingston; said Easement to be recorded in said Registry.

A. In addition to the easements and restrictions referred to in Section A., above, the Project is affected by (i) a Mortgage Deed and Security Agreement and a Collateral Assignment of Leases and Rents to Enterprise Bank of Lowell, Massachusetts dated October 17, 2002 recorded in the Rockingham County Registry of Deeds as Instrument No. 92393, and (ii) other matters of record are as follows:

1. Easement to Public Service Company of New Hampshire dated July 23, 1980, recorded with said Registry of Deeds at Book 2371, Page 1267, if applicable.

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2. Easement to Exeter & Hampton Electric Company dated November 25, 1985, recorded with said Registry of Deeds at Book 2576, Page 1000, if applicable.

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Exhibit B

Legal Description of Convertible Land

Phase I: To include Units 1 through 6, being Parcel I and more particularly described as follows: Beginning at a point on the northeasterly sideline of New Boston Road, thence running N 60° 23' 18" E for a distance of 522.98' to a point at the corner of the within described premises and Convertible Land II; thence turning and running S 05° 27' 13" E by and along Convertible Land II for a distance of 246.05' to a point on the sideline of an unnamed roadway; thence turning and running S 60° 23' 18" W by and along the sideline of an unnamed roadway for a distance of 200.00' to a point; thence running on a curve to the right with a radius of 120.00' for a length of 83.32"; thence turning and running N 79° 49' 29" W by and along the unnamed roadway a distance of 157.00' to a point; thence running on a curve to the right with a radius of 25.00' for a length of 37.77"; thence turning and running N 06° 43' 42" E along the New Boston Road and a stonewall for a distance of 64.86' to a point and the place of beginning.

Phase II: To include Units 7 through 13, being Parcel II and more particularly described as follows: Beginning at a point on the southerly sideline of an unnamed roadway; thence running N 05° 27' 13" W for a distance of 246.05' to a point at the corner of the within described premises and Convertible Land I; thence turning and running N 60° 23' 18" E for a distance of 219.32' to a point; thence turning and running S 09° 05' 55" E for a distance of 128.74' to a point; thence turning and running N 79° 09' 28" W for a distance of 88.09' to a point; thence turning and running S 16° 00' 00" E for a distance of 212.74' to a point; thence turning and running S 72° 07' 42" W for a distance of 77.16' to a point; thence turning and running S 28° 35' 20" E for a distance of 169.08' to a point along the within described premises and a Conservation Easement; thence turning and running S 60° 28' 24" W for a distance of 57.22' to a point on the sideline of an unnamed roadway; thence turning and running N 29° 31' 36" W for a distance of 122.87' along the within the described premises and by and along the unnamed roadway; thence running on a curve to the left with a radius of 180.00' for a length of 283.01' by and along the unnamed roadway to a point and the place of beginning.

Phase III: To include Units 14 through 21, being Parcel III and more particularly described as follows: Beginning at a point of the southerly sideline of an unnamed roadway; thence running on a curve to the right with a radius of 120.00' for a length of 188.50' by and along said roadway to a point; thence turning and running N 07° 27' 02" W for a distance of 115.00' to a point; thence running on a curve to the left with a radius of 180.00' for a length of 147.65' by and along said roadway to a point; thence turning and running with a curve to the right with a radius of 30.00' for a length of 60.10' to a point; thence turning and running N 60° 23' 18" E for a distance of 43.87' to a point; thence turning and running on a curve to the right with a radius of 120.00'

for length of 134.11 to a point at the corner of the within described premises and Convertible Land IV; thence turning and running S 01° 00' 00" E by and along the within described premises and Convertible Land IV for a distance of 404.19 to a point and the place of beginning.

Phase IV: To include Units 22 through 27, being Parcel IV and more particularly described as follows: Beginning at a point on the northerly sideline of an unnamed roadway; thence running S 01° 00' 00" E for a distance of 404.19' by and along the within described premises and Convertible Land III to a point; thence running on a curve to the right with a radius of 120.00' for a length of 54.57' to a point; thence turning and running S 29° 31' 36" E for a distance of 217.93' to a point; thence running on a curve to the right with a radius of 120.00' for a length of 234.86' to a point; thence continuing on a curve to the right with a radius of 120.00' for a length of 48.40' to a point and the place of beginning.

Phase V: To include Units 34 through 40, being Parcel V and more particularly described as follows: Beginning at a point on the southwesterly sideline of New Boston Road; thence running N 06° 43' 42" E for a distance of 23.54 feet to a point; thence running on a curve to the right with a radius of 25.00 for length of 40.77' to a point; thence turning and running S 79° 49' 49" E for a distance of 150.39' by and along an unnamed roadway to a point; thence turning and running on a curve to the left with a radius of 180.00 for a length of 104.20' to a point; thence turning and running on a curve to the right with a radius of 120.00 for a length of 221.20 to a point; thence turning and running S 07° 23' 18" E for a distance of 115.00' to a point; thence turning and running on a curve to the left with a radius of 180.00 for a length of 282.74' by and along the unnamed roadway to a point; thence continuing on a curve to the left with a radius of 180.00 for a length of 95.97' to a point at the corner of Convertible Land VI and the within described premises; thence turning and running S 45° 35' 04" E for a distance of 105.42' to a point; thence turning and running S 18° 51' 50" E for a distance of 74.86' to a point; thence turning and running N 81° 20' 40" W for a distance of 591.73' to a point; thence turning and running N 07° 22' 16" W for a distance of 174.96' to a point; thence turning and running N 07° 23' 18" W for a distance of 214.68' to a point at a benchmark top iron rod (Elev. 136.6) as shown on said Plan; thence turning and running N 79° 49' 49" W for a distance of 404.80' to the sideline of New Boston Road and the place of beginning.

Phase VI: To include Units 28 through 33, being Parcel VI and more particularly described as follows: Beginning at a point on the easterly sideline of an unnamed road; thence turning and running N 60° 28' 24" E for a distance of 57.22' to a point at a Conservation Easement as shown on said Plan; thence turning and running S 28° 35' 20" E for a distance of 169.08' to a point; thence continuing S 21° 15' 28" E for a distance of 390.48' to a point; thence turning and running N 81° 20' 40" W for a distance of 173.86' to a point at the corner of the within described premises and Convertible Land V; thence turning and running N 18° 51' 50" E for a distance of

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74.86' to a point; thence turning and running N 45° 35' 04" W for a distance of 105.42' to a point at the sideline of the unnamed roadway; thence turning and running on a curve to the left with a radius of 180.00 for a length of 352.29' to a point; thence turning and running N 29° 31' 36" W for a distance of 95.06' to a point and the place of beginning.

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Exhibit C
Rowell Estates Condominium
Annual Age Survey

1. Year of Census:

2. Unit Number:

3. Unit Owner:

4. Occupants:

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____

5. Information on Age 55 or Older Occupant:

Drivers License or State Issued ID Number: _____

Date of Birth: _____

6. Certification:

I certify that the above information is accurate and complete.

Signature of Unit Owner



023263

AMENDMENT TO THE BYLAWS OF
ROWELL ESTATES, A CONDOMINIUM

Kingston, NH
March, 2010

WE the undersigned Board of Directors of Rowell Estates A Condominium, pursuant to Article IX of the Bylaws and New Hampshire RSA 356-B: 34, do hereby vote, consent and execute the following amendments to the Bylaws of the Association:

ARTICLE II

Amendments

DELETE Section 1. and replace as follows:

Section. Regular Meetings. A regular meeting of the members of the Association shall be held at least once a year at a location, time and place to be stated in the Notice of Meeting specified below. The purpose of the meeting is to elect a Board of Directors and transact any other such business as may come before the meeting.

ARTICLE IX

Amendments

DELETE Section 1. and replace as follows:

Section 1. Procedure. Except as otherwise provided in the Condominium Act (RSA 356-B) and herein, these Bylaws may be modified or amended either (i) by an affirmative vote of at least sixty-six and two thirds percent (66 2/3%) of the Unit Owners cast in person or by a proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by Unit Owners holding at least sixty-six and two thirds percent (66 2/3%) of the votes in the Unit Owners Association.


END OF AMENDMENTS

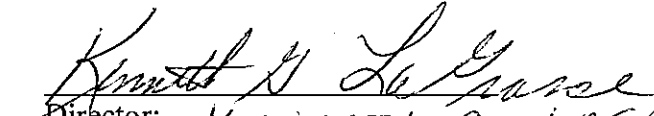
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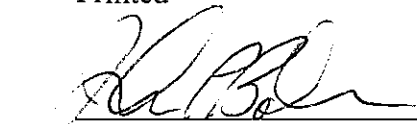
ROCKINGHAM COUNTY
REGISTRY OF DEEDS


EXECUTED and APPROVED: this 13TH day of APRIL, 2010.


Director: Larry G. Heath
Printed Treasurer


Director: President
Printed DAVID HUME


Director: KENNETH G. LAGRASSE
Printed


Director:
Printed JOHN BOUDREAU


Director:
Printed DAVE BABINE
Secretary

Rowell Estates, A Condominium
c/o Great North Property Management, Inc.
95 Brewery Lane, Suite 10
Portsmouth, NH 03801
Tel. (603) 436-4100

-3-

CERTIFICATION OF VOTE

On April 28, 2010, pursuant to the Bylaws of the Association and with notice to all unit owners as prescribed by law, the Rowell Estates Condominium Association, Town of Kingston, County of Rockingham and State of New Hampshire, held their duly noticed Annual Meeting of the Association and as part of the business of the Association voted as follows:

The total number of units is 40 consisting of 100% of the voting interests and the percentage interest voting in the Association of which 27 units were present in person or by Proxy and voted as follows:

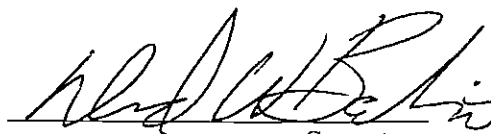
The Amendment to Article II, Section 1 and Article IX Section 1 of the Bylaws as proposed:

Voting in favor of the amendment to Amendment	- 27
Voting against the amendment to Amendment	- 0

Pursuant to Article IX of the Bylaws of Condominium, more than 67% of the voting power was in favor of both of these amendments and the President and Treasurer were directed to sign the amendment.

I, DAVID W. BABINE, the Secretary of the Association hereby certify that the vote conducted was in accordance with the Declaration and Bylaws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendment reflects the actual construction at the property and does not affect the rights of any first mortgage holders and the above vote was taken and available for inspection upon request.

Dated: 6/4/2010


David W. Babine :Secretary

Contact:
The Rowell Estates, A Condominium
c/o Great North Property Mgt.
95 Brewery Lane Suite 10
Portsmouth, NH 03801
Tel: 603-436-4100

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BY-LAWS
OF THE
HOMEOWNERS ASSOCIATION FOR ROWELL ESTATES

ARTICLE I

The members of the corporation shall consist of the owner or owners of record of up to 40 Units as described on the Plan entitled "Site Plan of Land situated in Kingston, New Hampshire to be known as Rowell Estates, an Elderly Housing Development, Over 55 as drawn for L.A. Associates, Inc." dated June 19, 2000, revised March 1, 2002, by Paul F. Nichols, approved by the Kingston Planning Board and recorded in the Rockingham County Registry of Deeds on May 9, 2002 as Plan #D-29813, and as revised by plan entitled "Condominium Site Plan prepared for River Valley Development located at New Boston Road, Kingston, N.H." dated November, 2002, by Atlantic Survey Co., Inc., recorded in Rockingham County Registry of Deeds on May 16, 2003 as Plan No. D-30670, and their respective heirs, executors, administrators, successors and assigns. Each such dwelling is referred to herein as a "Unit".

As set forth in the Articles of Agreement of The Homeowners Association ("Articles of Agreement") and the Declaration of Rowell Estates, a Condominium, Kingston, NH by River Valley Development Corp. ("Declarant") recorded in the Rockingham County Registry of Deeds ("Declaration"), membership in this corporation by each Unit owner is mandatory.

ARTICLE II

Meetings of the Membership

Section 1. Regular Meetings. A regular meeting of the members shall be held at the office of the corporation on the first week in April of each year, for the purpose of electing a Board of Directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. A special meeting of the members may be called at any time by the vote of the majority of the Board of Directors or upon petition to the Secretary or President of the corporation by one fifth (1/5) of the members or by the Declarant. At each special meeting of the members, only such business as stated in the call of said meeting shall be transacted.

Section 3. Notice of Regular and Special Meetings. The notice of each regular or special meeting shall be given in person or mailed by any corporate officer to all persons who appear as owners of Units on the records of the corporation. Notice of

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REGISTRY OF DEEDS

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regular meetings shall be provided twenty-one (21) days in advance, while special meetings shall be noticed seven (7) days in advance.. The notice shall state the time and place of said meeting and shall state the business to be transacted at the meeting. Notice to an owner shall be deemed given when mailed, postage prepaid, addressed to said owner at his address as it appears on the corporate records. The Secretary of the Board of Directors shall be responsible for providing notice of meetings to all Unit Owners.

Section 4. Quorum. At any meeting of the members, the presence in person or by proxy of owners owning not less than fifty percent (50%) in number of all the Units shall constitute a quorum.

Section 5. Voting. Voting shall be by Unit and each Unit shall have one vote. Votes may be cast in person or by proxy by the respective Unit owners. An executor, administrator, guardian or trustee of any Unit owner may cast the vote for said Unit provided that he shall first present evidence satisfactory to the Secretary of the corporation that he holds and controls the vote of said Unit in such capacity. The vote for any Unit owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others and in case of protest, each co-owner shall be entitled to only a share of such vote in proportion to his share of ownership in said Unit.

ARTICLE III

Board of Directors

Section 1. Numbers. The corporate powers, business and property of the corporation shall be exercised, conducted and controlled by a Board of Directors consisting of not less than three (3) nor more than five (5) members or such other number as the members may determine at any regular or special meeting.

Section 2. Qualification. Directors shall be elected from the membership of the corporation and shall continue to be members throughout their term of office.

Section 3. Compensation. The Directors shall receive no compensation or expenses from the corporation for their services in acting as Director.

Section 4. Term of Office. The Directors shall be elected for a two-year term and each shall hold office until his successor is duly elected and qualified.

Section 5. Election. The Directors shall be elected after the Transition Date as defined in the Declaration by a majority of the members of the corporation at the annual meetings or any special meeting called for that purpose. Prior to the Transition Date, the Declarant, River Valley Development Corp. shall elect the Board of Directors as provided in Article 6.9 of the Declaration.

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Section 6. Vacancies. Vacancies in the Board arising for any reason (including but not limited to the fact that a Director has ceased to be a member) shall be filled from the membership of the Board of Directors by a majority vote of the remaining Directors and such person filling the vacancy shall hold office until the expiration of the term being filled.

Section 7. Regular Meetings. The first meeting of the Directors shall be held immediately after their election by the members for the purpose of election of officers.

Section 8. Special Meetings. The President, when he deems necessary, shall call a special meeting of the Board of Directors and each call for a special meeting shall be in writing and upon giving five (5) days' notice to members of the Board and stating the purpose of the meeting.

Section 9. Quorum. A majority of the Board of Directors shall constitute a quorum.

Section 10. Duties. The Board shall fulfill the normal functions of a Board of Directors and any other duties or functions delegated by the membership and shall maintain, operate and control all corporate property (except as otherwise provided herein) and shall determine and pay all expenses of the corporation in connection therewith and shall assess the owners of all Units such sum as may be necessary to defray said expenses. The Board of Directors may from time to time adopt rules and regulations for the orderly use, enjoyment and operation of any property owned by the corporation and all members shall strictly comply with said rules and regulations. The Association shall act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the condominium.

Section 11. Officers. The Board of Directors shall annually elect a President, Secretary and Treasurer. The Secretary shall provide notice of any insurance policies to all Unit Owners pursuant to RSA 356-B: 43, prepare all meeting notices pursuant to RSA 356-B:37, and provide all information as requested by prospective unit owners pursuant to RSA 356-B:58.

RSA 357

ARTICLE IV

Officers

Section 1. Designation. The Officers of the corporation shall be the President, Treasurer, Secretary and any other officers as may be designated by the Board of Directors.

Section 2. Election. After the Transition Date all Officers of the corporation shall be elected or appointed by the Directors from the membership, except that the

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Secretary need not be a member. All Officers shall serve at the pleasure of the Board of Directors and may be removed or replaced at any time by the Board of Directors, with or without cause. Prior to the Transition Date, all officers shall be appointed as provided in Article 5.09 of the Declaration.

Section 3. Duties. The duties of the officers shall be as determined from time to time by the Board of Directors. In the absence of any contrary determination by the Board of Directors, the President or the Treasurer of the corporation acting either singly or jointly shall have the authority to sign all checks, drafts and other documents on behalf of the corporation.

ARTICLE V

Assessments

Section 1. Responsibility for Maintenance. Each Unit shall be liable for an equal share of the common expenses of the corporation for the maintenance, repair and operation of the corporate property, including but not limited to the Access Roads and Common Land and as more fully set forth in the Declaration.

Section 2. Mechanics. The Board of Directors shall formulate annual budgets for the common expenses and shall annually or at other appropriate times set periodic assessments, either monthly, quarterly or annually, to provide for their collection. The Board shall provide appropriate periodic reports or summaries of its financial transaction and status of collections.

Section 3. Defaults in the Payments of Assessments. Each assessment of common expenses shall be a separate, distinct and personal debt of the owners (or in the case of multiple owners of a Unit, each owner jointly and severally) of a Unit against which the same is assessed. If the owner shall fail to pay his assessment when due, then he shall pay an additional assessment of \$10.00 for each such failure and all delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the assessment due date.

In the event of a default or defaults by the owners of any Unit in the payment of any such assessment or assessments against said Unit, and in addition to any other remedies provided by law, the Board as attorney in fact for all of the owners may enforce such obligation by bringing a suit or suits at law to enforce each such assessment obligation and may in addition to the lien described in Article 7.1 of the Declaration obtain against said Unit an ex-parte attachment in any appropriate court to secure said obligation and there shall be added to the amount of such assessment the costs of processing such action including reasonable attorney's fees. The action shall be brought in the name of the Board or the corporation. The owner of each Unit by accepting a deed to his or her Unit hereby expressly consents to these provisions and the right of the Board as set forth herein and expressly consents to the imposition of the lien and an ex-parte attachment (without notice or service of process) against his or

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her Unit at any time to enforce said obligations. The Board may also levy special assessments against all of the Units under its authority for the purpose of meeting attorney's fees and costs in connection with such legal action.

Section 4. Notice. The address of each Unit owner as it appears on the records of the corporation and as may be changed from time to time by written notice to the corporation by any Unit owner shall constitute the official address of said Unit owner and said address may be conclusively relied upon by the Board in notifying owners of assessments, defaults and other matters and for the service of process. Service of process may be carried out through registered mail, addressed to the particular Unit owner at his or her said address.

Section 5. Statements. The Board will, when requested, issue written statements to purchasers or mortgagees of Units stating whether or not the assessments against said Unit have been paid to the date of the statement and if not, the amount owed, together with any additional information that may be reasonably requested concerning the account of said Unit.

ARTICLE VI

Insurance

Section 1. Insurance Required. Pursuant to RSA 356-B: 43, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

- (a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all of the buildings in the Condominium customarily covered by such insurance. Such insurance shall be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the Unit Owners and their mortgages as their respective interests may appear.
- (b) 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 (\$1,000,000.00) Dollars for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1 (ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the

*rep assessment
inside
outside*

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Limited Common Area to which a Unit has exclusive use.

- (c) Worker's compensation insurance as required by law.
- (d) Such other insurance as the Board may determine.

Section 2. General Insurance Provisions.

- (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under this Article, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies.
- (b) Any owner and any mortgagee may obtain at his or her own expense additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner). It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism, or malicious mischief, theft, personal liability and the like.

ARTICLE VII

Repair and Reconstruction after Fire or other Casualty

Section 1. When Repair and Reconstruction are Required. Subject to the provisions of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating work in his or her own Unit.

Section 2. Procedure for Reconstruction and Repair. Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in the proportion to their respective votes in the Unit Owners' Association. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications hereunder which the damaged

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building was originally constructed.

ARTICLE IX

Resale by Purchaser

Section 1. Purchaser's Rights. In the event of any resale of a unit or any interest therein by any person other than the declarant, the prospective unit owner shall have the right to obtain from this owner's 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 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 owners; 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.

Section 2. Ten Days. The secretary of the unit owner's association, or any other officer or officers designated by the board, shall furnish the statements prescribed above upon the written request of any prospective unit owner within ten days of the receipt of such request.

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ARTICLE IX

Amendments

Section 1. Procedure. These By-Laws may be amended by the Board of Directors at a regular or special meeting by the affirmative vote of three quarters (3/4) of the Directors present at the meeting provided, that in each such instance notice of the proposed amendment be set forth in a notice of such meeting and no such amendment shall create an inconsistency between these By-Laws and Declaration or Articles of Agreement. The written consent of (3/4) of the Board may effectively amend these By-Laws without the necessity of a formal meeting. So long as the Declarant or its successors or assigns owns a Unit, these By-Laws may not be amended without the prior consent of the Declarant.

Section 2. Prohibition. The provisions of this Article VI may not be amended.

Section 3. Conflict. In the case of conflict between the Articles of Agreement and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Adopted and dated as of this 7th day of May 2003.

River Valley Development Corp.

By: [Signature]
Michael P. Patenaude,
President & Treasurer

STATE OF New Hampshire
COUNTY OF Stafford

5/7, 2003

On this 7th day May, 2003, before me, personally appeared the (title) President & Treasurer of River Valley Development Corp., a Massachusetts corporation, who acknowledged the foregoing instrument on behalf of the corporation.

[Signature]
Notary Public/Justice of the Peace
My Commission expires:
DAINA L. ANDERSON, NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 8, 2007