

DECLARATION OF CONDOMINIUM FOR
MAMMOTH HOLLOW CONDOMINIUMS

This Declaration is made as of this 10th day of November, 1987, by Southview Realty Trust, with offices at 710 Barrett Drive, Manchester, N.H. hereinafter referred to as Declarant, for the purposes of submitting certain properties to condominium use and ownership.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and shown on the filed subdivision map which Declarant desires to develop as a residential condominium community with various permanent common areas and other common facilities for the benefit of said Residential Community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Community and for the maintenance of said common area and other common facilities; and, to this end, desires to subject the real property described in Article II to the declarations, covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Community property and improvements and administering and enforcing the covenants and

restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated Mammoth Hollow, Inc. under the not-for-profit corporation laws of the State of New Hampshire for the purpose of exercising the aforesaid functions;

NOW THEREFORE, the Declarant for itself, its successors and assigns, declares that the real property described in Article II and more particularly in appendix A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to Mammoth Hollow, Inc., a New Hampshire not-for-profit corporation.

(b) "Common Areas" shall mean and refer to all that portion of the condominium other than individual units and limited common areas appurtenant to said units as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(c) "Limited Common Area" means that portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all of the units, as depicted on the recorded site plan.

(c) "Member" shall mean and refer to each holder of membership interest in the Association, as such interest is set forth in Article III.

(d) "Owner" shall mean and refer to the record owner of fee simple title to any Unit, including the Developer with respect to any unsold Unit. Every Unit Owner shall be treated for all purposes as a single owner for each Unit held, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common, or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

(e) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.

(f) "Declarant" shall mean and refer to the sponsor of the offering plan for Mammoth Hollow Condominiums.

ARTICLE II. LIMITED COMMON AREAS, COMMON AREAS, UNITS

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in Hillsborough County, City of Manchester, State of New Hampshire, being more particularly bounded and described in Schedule A annexed hereto.

DESCRIPTION OF LIMITED COMMON AREA

There is underneath and appurtenant to said units Limited Common Areas which are limited to the exclusive use of the owner or owners of the unit to which they are appurtenant. Said Limited

Common Areas are depicted on the site plan which is recorded in the Hillsborough County Registry of Deeds. Unit owners may use and occupy such areas in any manner which is not inconsistent with Article VI of this Declaration. Unit owners are responsible for the upkeep and maintenance of the limited common Areas appurtenant to their unit.

DESCRIPTION OF THE COMMON AREA

The common area includes but is not limited to, the walks shrubbery, roads, open space land and improvements to said land, if they are not located on limited common areas as depicted on the site plan as recorded in the Hillsborough County Registry of Deeds.

DESCRIPTION OF UNITS

The unit number and the dimensions of each unit are shown on the site plans recorded herewith. The boundaries of each unit with respect to floors, ceilings, and walls, and doors and windows thereof as follows:

HORIZONTAL BOUNDARIES:

- (a) The exterior surfaces of the lower most basement floor.
- (b) The exterior surfaces of the upper most ceiling.

VERTICAL BOUNDARIES

- (a) The finished or decorated exterior surfaces of the perimeter walls and door frames.
- (b) The finished or decorated exterior surfaces of the

window frames.

Each unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such common area as may be located therein. All doors, windows, wallboard, plaster, paneling, tiles, paint, finished flooring or any other materials constituting part of the finished surfaces in the unit are part of the unit.

The pipes, ducts, flues, chutes, conduits, wires and other installations situated in a unit, which serve that unit alone, are part of that unit. If any such installation be partly within and partially outside of the designated boundaries of a unit, while any portions thereof serving more than one unit or any portion of the common area, it shall be deemed part of the common area.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of membership interest. The owner of each dwelling unit on The Properties subject to this Declaration shall be a member.

Each member is entitled to one vote for each Unit in which they hold a membership interest. When more than one person or entity holds such interest in any Unit, the one vote attributable to such Unit shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the election of Directors, not more than one vote may be cast with respect to any such Unit.

ARTICLE IV. PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members Easement of Enjoyment. Subject to the

provisions of Section 2, every Member shall have a right and easement of enjoyment in and to The Properties and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid and for any period not to exceed six (6) months for any infraction of its published rules and regulations;

(b) The right of the Declarant and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across The Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way, in, through, under, over, upon and across The Properties for the completion of the Declarant's work.

ARTICLE V. DEVELOPMENT OF MAMMOTH HOLLOW CONDOMINIUMS

Section 1. Southview Realty Trust. Declarant intends to permit up to twenty-nine (29) units to be built on approximately 25.2 acres of land comprising The Properties.

Section 2. Easement. Declarant does hereby establish and

create for the benefit of the Association and for all Owners from time to time of Units subjected to this Declaration and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the walks in The Properties (as shown on the filed map as they may be built or relocated in the future) for all purposes;

(ii) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of The Properties.

Section 3. Reservation of Easements. Declarant reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across The Properties, and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across The Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, gas, electric and other utilities and for any other materials or services necessary for the completion of the work. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of The Properties. Finally, Declarant reserves the right to continue to use The Properties and any sales offices, model units signs, and parking spaces located on The Properties in its efforts to market units

constructed on The Properties. This paragraph may not be amended without the consent of Declarant.

Section 4. Encroachments on units. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer or drainage lines, utility lines, building or any other structure as originally constructed by Declarant or Developer encroaches on any unit or the Common Areas, it shall be deemed that the owner of such unit or the Association has granted a perpetual easement to the owner of the adjoining unit or the Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer or drainage line, utility line, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, sewer or drainage lines, utility lines, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

ARTICLE VI. USE OF PROPERTY

The use of a Unit by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

(a) Each unit shall be occupied and used only for private, residential purposes by the owner and his family, or by lessees or guests of the owner, and not for any professional or business use

whatsoever. This restriction does not apply to the declarant in regard to the sale of any unsold units.

(b) Each Member's Unit shall be maintained in good repair and overall appearance, so that there will be no depreciation of value to other units in the condominium. Unit owners may use the limited Common Areas appurtenant to said unit in any manner not inconsistent with this Declaration; including but not limited to the erection of a fence not to exceed a height of six (6) feet surrounding said limited Common Areas.

(c) Any Member who mortgages or sells his Unit shall notify the Board of Directors providing the name and address of his mortgagee or new owner.

(d) The Board of Directors shall, at the request of the mortgagee of the Unit report any delinquent assessments due from the Owner of such Unit.

(f) No nuisances shall be allowed upon the nor shall any use or practice be allowed which is a source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents.

(g) Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the Members provided, however, that copies of such regulations are furnished to each Member prior to the time the said regulations become effective.

(h) The maintenance assessments shall be paid when due.

(i) No resident of the Community shall post any advertisement or posters of any kind in or on the Properties except as authorized by the Board of Directors. This paragraph shall not

apply to Declarant or Developer.

(j) No repair of motor vehicles shall be made in any of the roadways, or driveways in the Development unless it is within their appurtnant limited common area, nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without written consent of the Board of Directors. All vehicles must must be properly registered to be kept on the premises.

(k) No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept or upon the Common Property, except as may be permitted by the Rules and Regulations of the Homeowners Association.

(l) No obnoxious or offensive activities shall be carried on, in or upon the Property or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Insurance

(a) Purchase of Master Policy. The association shall obtain and maintian in force a master policy covering the common areas all insurable improvements therein, insuring for the full replacement cost said inprovements. The amount of insurance shall be determind annually by the board of Directors. This master

policy will insure only common areas, and each individual owner of a unit will have the responsibility of insuring his or her unit and the contents therein, and any improvements on the limited common areas, if any.

(b) Public Liability The association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, and all other persons acting or who may come to act as agents or employees of the association. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000.00 for injury to or death of one person, and not less than \$100,000.00 for injury or death of more than one person in the same occurrence. Such insurance shall also provide coverage for any liability that results from law suits related to employment contracts in which the Association is a party, including but not limited to workman's compensation insurance as required by law.

The association shall procure and maintain such other insurance as the Board of Directors shall determine desirable.

Section 2. Beneficiaries of Easements, Rights and Privileges.
The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the Owners of Units constructed on the Properties; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating

any rights in or for the benefit of the general public.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable to the Association, any Member, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until January 1, 1997 unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by 75% of the unit Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws.

Section 6. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

SOUTHVIEW REALTY TRUST

[Signature]
Witness

By

[Signature] Trustee

_____, Trustee

The State of New Hampshire
Hillsborough, SS

The foregoing instrument was acknowledged before me this 7th
day of December, 1987, by Peter Babas, the
Trustee of Southview Realty Trust, a Trust formed and governed
under the laws of New Hampshire.

[Signature]
Notary Public/Justice of the Peace
My commission expires My Commission Expires January 22, 1992