

DECLARATION OF CONDOMINIUM

TIDEVIEW ESTATES, A CONDOMINIUM

DOVER, NEW HAMPSHIRE

Jade Realty Corporation, a corporation organized and existing under the laws of the State of New Hampshire with a place of business at Amherst, New Hampshire, hereinafter called the "Declarant", hereby declares:

1. Submission and Declaration. The Declarant, owner in fee simple absolute of the land described in Exhibit A hereto, hereby submits the land, together with all buildings and improvements now existing or hereafter constructed thereon, and all easements, rights and appurtenances to said land, to the provisions of the Condominium Act, New Hampshire Revised Statutes Annotated, Chapter 356-B (hereafter R.S.A. 356-B), and hereby creates with respect to said property a condominium with a condominium form of ownership.

2. Definitions. As provided in R.S.A. 356-B:12 (I) ~~terms~~ shall have the meanings specified in R.S.A. 356-B:3, except as defined in this paragraph, in the By-Laws or in the Plans.

(a) "By-Laws" means the by-laws of the Unit Owners' Association set out in Exhibit B to this Declaration attached hereto as a part hereof, as they may be amended from time to time.

(b) "Condominium Act" means New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time.

(c) "Eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters as provided in Article X, Paragraph 2 of the By-Laws.

(d) "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters as provided in Article X, Paragraph 2 of the By-Laws.

(e) "Land" means the real property described in Exhibit A to this Declaration, attached hereto as a part hereof, together with all easements, rights and appurtenances but exclusive of all improvements.

(f) "Owner" or "Unit Owner" means any Person who owns a condominium unit. No mortgagee shall be deemed to be an Owner or Unit Owner merely because of rights acquired under a mortgage.

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(g) "Property" means the Land and all improvements now or hereafter constructed thereon.

(h) "Site Plan and Floor Plans" or "Plans" means the plans of the Property described herein and recorded herewith or to be subsequently recorded.

3. Statutory Requirements. Provisions required by Section 16, I of the Condominium Act:

(a) Name: This Condominium shall be known as "Tideview Estates, A Condominium".

(b) Location: The Condominium is located off Garrison Road in the City of Dover, County of Strafford and State of New Hampshire.

(c) Description of Land: Exhibit A contains a legal description by metes and bounds of the Land submitted to the Condominium Act.

(d) Description of Units:

(i) Buildings. The Condominium includes eight (8) residential building clusters, each containing four (4) townhouse-style units with garages for a total of thirty-two (32) units. In addition, as provided in Paragraph 4 of this Declaration, Declarant has created Convertible Land on which an additional sixty-eight (68) units may be constructed. The Condominium will contain a maximum of one hundred (100) units. The buildings and units are, or will be, constructed at the location and with the dimensions shown on the Plans.

(ii) Units. Each of the units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual units. The unit number of each unit and a statement of its location, dimensions, and the immediate Common Area to which it has access and all other data necessary for its proper identification are set forth in the Site Plan and Floor Plans to be recorded herewith.

(iii) Unit Boundaries. Each unit consists of the space within the following boundaries:

Horizontal Boundaries: The upper and lower (horizontal) boundaries of each unit shall be the following boundaries extended to an intersection with the vertical boundaries:

Upper Boundary: The unfinished interior surface of the uppermost ceiling or the innermost surface of the roof beams in areas where no ceiling exists.

Lower Boundary: The unfinished interior surface of the concrete slab floor.

Vertical Boundaries: The perimeter (vertical) boundaries of each unit shall be the vertical plane of the unfinished interior surface of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries, together with the exterior unfinished surfaces of the window frames, exterior doors and glass.

Each unit includes the portion of the building within the above boundaries and the space enclosed by the boundaries, except any Common Area described in Paragraph 3(e) below which may be located therein. The finished interior of the floors, perimeter walls and ceilings of a unit consisting of, without limitation, all paint, paneling, wallpaper, rough flooring, finished flooring, carpeting, tiles, and any other materials constituting any part of the finishing materials and finished surfaces thereof are a part of each unit. A unit also includes a garage. The Owner of a unit owns the interior walls and partitions which are contained in his unit, and window and door glass, the entrance doors and windows frames (to the unfinished exterior surfaces thereof). The Owner of a unit does not own any pipes, wires, cables, chutes, flues, conduits, utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through that unit which are utilized for or serve more than one unit or serve any portion of the Common Area, or Limited Common Area and such items are a part of the Common Area. A unit does not include any patio, driveway or parking space adjacent to the unit, or outside steps serving that unit, all of which shall be Limited Common Area.

(e) Description of Common Area and Limited Common Area.

(i) Common Area consists of all of the Property other than the units and includes, without limitation, the following:

the Land together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A and including all improvements to the Land except the units;

the water supply, sewerage disposal, electrical, cable television, and telephone systems serving the Condominium to the extent such systems are located within the Property and are not owned by the supplier of the utility service

(but not including any portions thereof contained within, and serving, only a single unit, which portions shall be a part of the unit);

the roofs, foundations, columns and supports of the buildings; the perimeter walls, ceilings and floors of each unit to the interior surfaces thereof; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a unit and such facilities located within a unit, which serve parts of the Condominium other than the unit within which they are located.

(ii) Limited Common Areas. Certain areas are delineated on the Plans as Limited Common Area or are hereafter designated as Limited Common Area, each such area being reserved for the exclusive use of the unit to which it is adjacent. The outside steps, driveway and parking areas, and patios adjacent to each unit, and the utility shelters which serve more than one unit, as more particularly shown on the Site and Floor Plans, and the land on which they are situated are Limited Common Area to the units served by them. Any Limited Common Area not specifically designated with a Unit Number on the Plans is Limited Common Area to the unit to which it is contiguous. Each Limited Common Area is owned in common by the Owners, but it is restricted to the use and benefit of the unit which it serves. Limited Common Area may not be reassigned.

(f) Additional Assignment of Common Area as Limited Common Area. No Common Area will subsequently be assigned as Limited Common Area, except as provided in Paragraph 4(g).

(g) Allocation of Undivided Interests. The undivided interest in the Common Area of each unit is an equal percentage determined by dividing one hundred percent (100%) by the total number of units. The equal undivided interest in the Common Area of each unit is set forth on Exhibit C. Said percentage interest is subject to reallocation in accordance with Section 18, II of the Condominium Act.

(h) Statement of Purposes and Restrictions as to Use. The Condominium and each of the units are intended for residential use and the following provisions, together with the provisions of the By-Laws, are in furtherance of that intent:

(i) Residential Use. Each unit shall be occupied and used only for residential purposes by the Owner and his family or by tenants, guests, invitees or licensees of the Owner, or by the Owner or tenant, except for such limited professional use as the Board of Directors, upon

application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium as long as such use does not contravene the City of Dover ordinances and regulations. No commercial or business use of any kind may be made of the units or Common Area. This restriction shall not be construed to prohibit Owners from leasing their units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration and the By-Laws and so long as any lease is in writing, has a minimum initial term of six (6) months, and renewal terms of not less than thirty (30) days, and a copy thereof is filed with the Unit Owners' Association.

The Common Area shall be used only by the Owners and tenants in residence and their guests, invitees and licensees. Limited Common Area shall be used only by the Owners and tenants in residence and their guests, invitees and licensee of the units to which the Limited Common Area is assigned. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Common Area and the Limited Common Area shall be governed by the By-Laws and by any rules adopted by the Board of Directors, as such By-Laws and rules may be amended.

Common Area includes Limited Common Areas and all Unit Owners own an undivided interest in the Common and Limited Common Areas, although Limited Common Areas are reserved for the exclusive use of Owners of units to which such Limited Common Areas are assigned.

(ii) Easement to Facilitate Completion and Sales. The Declarant as the Owner of all units which have not been sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of any construction and such sale, including without limiting the generality of the foregoing, the right to enter all units and Common Area for repairing and remodeling purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property and the displaying of signs. In addition, the Declarant and its duly authorized agents, representatives and employees shall have the right to use any and all unsold unit or units as sales offices and/or model units. Such units shall be units within the meaning of this Declaration and the Condominium Act and not parts of the Common Area. The Declarant shall have the absolute right to enter into certain agreements with other Unit Owners who may agree to lease their units to the Declarant for use by the Declarant as model units and/or sales offices.

(iii) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a unit from the Declarant to a purchaser shall be altered in any way by encroachments as a result or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(iv) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area serving such other units or the Common Area and located in such unit. The Board of Directors shall have a right of access to each unit to inspect the same, to correct violations of the Rules or By-Laws and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other units and the Common Area.

(v) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any rules and regulations adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages or for injunction relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors and the Condominium Unit Owners' Association shall be entitled to recover all reasonable costs and expenses of such actions including attorneys' fees.

All present or future Owners, tenants and occupants of units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the By-Laws and the rules. The acceptance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such

provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

(vi) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of all other units for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws. Each unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws.

(vii) No Subdivision or Partition. No unit may be divided or subdivided into a smaller unit; no unit or portion thereof shall be added to or incorporated into another unit. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any actions for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act and the provisions hereof.

(viii) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the Common Area without prior written consent of the Board of Directors.

(i) 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, III of the Condominium Act, be used to repair, replace 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 and such vote is consented to by the first mortgages as provided in Paragraph 7 hereof. 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 mortgagees as their interests may appear. The procedure for reconstruction and repair is set forth in Article VII of the By-Laws.

4. Additional Statutory Requirements - Convertible Land. Provisions required by Section 16, II of the Condominium Act. The Declarant hereby reserves the right, to be exercised in its sole discretion, to build additional units, with Limited Common Area, or both, on Convertible Land, which right shall be effected by amendment to this Declaration executed by Declarant alone, in the manner provided by Section 23 of the Condominium Act and which rights shall be subject to the following:

(a) Legal Description. A legal description by metes and bounds of each Convertible Land within the Condominium is set forth in Exhibit D attached hereto.

(b) Maximum Number of Units. The maximum number of units to be constructed within Convertible Land is sixty-eight (68) units with the maximum number of units within the Condominium to be one hundred (100) units.

(c) Use Restrictions. All Convertible Land will be restricted to residential use in the same manner as the use of the original thirty-two (32) units in the Condominium are restricted by this Declaration.

(d) Compatibility of Structures. Any structure erected on the Convertible Land will be generally compatible with the structures serving a like purpose on other portions of the submitted land in terms of quality of construction, the principal materials to be used and the architectural style.

(e) Other Improvements. No assurances are made as to what other improvements will be made on any portions of the Convertible Land or limitations as to what other improvements will be made thereon.

(f) Similarity of Units. Any unit created within the Convertible Land will be substantially identical to one or more units previously constructed on some other portion of the Land. The size and number of rooms may vary somewhat.

(g) Creation of Limited Common Areas. The Declarant shall have the right, exercisable in its sole discretion, to create Limited Common Area within the Convertible Land and/or to designate a Common Area therein which may subsequently be assigned as Limited Common Area. Any Limited Common Area created on any Convertible

Land may vary in type, size and maximum number as compared to the Limited Common Area appurtenant to the original thirty-two (32) units.

(h) Limitations on Declarant. There are no limitations on the option to convert, except as provided in this Declaration or in the Condominium Act. Convertible Land may be added subject only to the limitations provided in this Declaration or in the Condominium Act. The option to convert shall remain in effect for a period of five (5) years from the date of recording of the Declaration, at which time the option shall expire. The option to convert may be terminated prior to the expiration for five (5) years by recording at the Strafford County Registry of Deeds a duly executed termination statement.

5. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-seven percent (67%) of the percentage of common interest owned by all Unit Owners, cast in person or by proxy at a meeting held in accordance with the provisions of the By-Laws; provided, however, that:

(a) no such amendment shall be effective until evidence thereof has been duly recorded at said Strafford County Registry of Deeds pursuant to Section 34, IV of the Condominium Act;

(b) so long as the Declarant owns one or more units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition of such unit(s) or Declarant's rights set forth in Paragraph 4 hereof; and

(c) no such amendment shall be contrary to the provisions of the Condominium Act.

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

7. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the By-Laws or the rules, unless the mortgagees holding mortgages recorded at the Strafford County Registry of Deeds constituting first liens on the units to which at least seventy-five percent (75%) of the undivided interest appertains have given their prior written approval, the Owners, the Unit Owners' Association and Board of Directors shall not be entitled to:

(a) By act or omission to seek to abandon or terminate the Condominium;

(b) Change the pro rata interest or obligations of any unit:

(i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) for determining the undivided percentage interest of each unit in the Common Area (except as permitted by Section 23 of the Condominium Act);

(c) Partition or subdivide any unit;

(d) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause); and

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or Common Areas) for other than the repair, replacement or reconstruction of such condominium property.

The consent of fifty-one percent (51%) of the mortgagees is required to enact certain other amendments or modifications to this Declaration or the By-Laws as set forth in Article IX, Section 4 of the By-Laws to which reference is made.

8. Priority of First Mortgages. No provision of this Declaration, the By-Laws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, units and/or the Common Area or any portions thereof.

9. Condemnation. The rights of Unit Owners in the event of a total or partial taking by eminent domain shall be governed by Section 6 of the Condominium Act. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Unit Owners' Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear in accordance with the provisions of said Section 6. The Unit Owners' Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for acquisition of the Common Areas or any part thereof and the Unit Owners' Association is hereby appointed Attorney-in-Fact for each Unit Owner for such purpose.

10. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be

invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording of this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all persons claiming by, through or under this Declaration covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

11. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

12. Gender and Number. The use of the masculine gender herein shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, Declarant, Jade Realty Corporation, has caused this Declaration to be executed by Edward H. Fillmore, its President, hereunto duly authorized this 22 day of March, 1988.

WITNESS:

JADE REALTY CORPORATION

Neil P. Quinn

By: Edward H. Fillmore
Edward H. Fillmore,
President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22^d day of March, 1988, by Edward H. Fillmore, President of Jade Realty Corporation, a New Hampshire general corporation, on behalf of the corporation.

Neil P. Quinn
Justice of the Peace/~~Notary Public~~

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EXHIBIT A
DESCRIPTION OF PREMISES
TIDEVIEW ESTATES, A CONDOMINIUM

A certain tract or parcel of land situate northerly of the Garrison School land, now or formerly of the City of Dover, in Dover, County of Strafford and State of New Hampshire, more particularly shown on "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", by John W. Durgin Associates, Inc. dated March 10, 1988 and recorded in the Strafford County Registry of Deeds as Plan No. 33A-52, and 33A-53 being more particularly bounded and described as follows:

Beginning at a point at the Southwest corner of the land herein conveyed and the Southeast corner of land now or formerly of Louise M. Sweatt and on the Northerly bound of said City of Dover land, shown on said Plan, thence running North 24° 08' 00" East a distance of 1047.12' along said land now or formerly of said Louise E. Sweatt to an iron pin; thence turning and running South 78° 52' 15" East a distance of 1175.5' along land now or formerly of Jennie Leathers, then along land now or formerly of Ford's Landing, through a concrete post to the first iron pin along this bound; thence running South 78° 30' 00" East a distance of 245.6' along land now or formerly of said Ford's Landing, through the second iron pin along this bound to the third iron pin along this bound; thence continuing to run South 78° 30' 00" East a distance of 82', more or less, to the approximate high water mark, as shown on said Plan, on the westerly side of the Bellamy River; thence turning and running in a southerly direction along said approximate high water mark on the westerly side of said Bellamy River a distance of 725', more or less, as shown on said Plan, to an iron pin at the Southeast corner of the land herein conveyed and the Northeast corner of said land of Gerald Avery and the approximate low water mark of the westerly said of said Bellamy River; thence turning and running North 78° 10' 00" West a distance of 10', more or less, to a granite post, thence continuing along the same of 652.47' along said land of Gerald Avery, through two granite posts to a point; thence running North 76° 33' 55" West a distance of 351.30' along said land of Gerald Avery and along land now or formerly of Srebnick and Wegrzyn, to an iron pin at the Northwest corner of said land of Srebnick and Wegrzyn and the Northeast corner of land now or formerly of William and Barbara Sturrock; thence running North 77° 55' 00" West a distance of 153.70' along said land of William and Barbara Sturrock to a point, as shown on said Plan, thence running North 76° 27' 00" West a distance of 246.40' along said land of Charles and Nancy Williamson and along land now or formerly of Paul F. and Lillian Fisher to an iron pin at the Northwest corner of land of said Paul F. and Lillian Fisher; thence turning and running South 16° 52' 00" West a distance of 199.90' along land of said Paul and Lillian Fisher to a bench mark at the top of an iron prod; thence running South 20° 31' 20" West a distance of 36.70' along said land of Paul and Lillian Fisher to an iron pipe; thence running South 21° 29' 40" West a distance of 212.3' along said land of Paul and Lillian Fisher to an iron pin; thence turning and running North 76° 44' 10" West a distance of 505.28' along land now or formerly of the City of Dover to the point of beginning.

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EXCEPTING AND RESERVING from the above described premises the following parcel of land:

Beginning at a point at the southwestern corner of the within described premises, being a point on the northerly boundary of land now or formerly of the City of Dover; thence North 24° 08' 00" East a distance of 303.00; thence South 65° 52' 00" East a distance of 73.52 feet to a point; thence turning and running along a curve to the right having a radius of 73.00 feet an arc distance of 102.29 feet to a point; thence South 14° 25' 00" West a distance of 68.44 feet to a point; thence North 75° 35' 00" West a distance of 108.59 feet to a point; thence South 24° 08' 00" West a distance of 146.75 feet to a point; thence North 76° 43' 38" West a distance of 50.91 feet to the point of beginning.

Containing .63 acres, more or less.

Being the premises labeled: "Area to Be Conveyed to the City of Dover" on the Plan.

SUBJECT TO the following easements and restrictions:

1. Easement to Public Service Company of New Hampshire, its successors and assigns, as shown on the Plan, said easement being 150 feet wide on land herein described, said width extending northerly 150 feet from land now or formerly of the City of Dover. SEE Easement Deeds recorded at Book 924, Page 8 and Book 924, Page 11.
2. Easement over a 50 foot right of way to Louise M. Sweatt, her heirs, administrators, executors or assigns, as described in deed to Louise M. Sweatt dated April 23, 1976, recorded in Strafford County Registry of Deeds at Book 988, Page 212, extending northerly 497.7 feet, more or less, from the northwest corner of Area to be conveyed to the City of Dover, as shown on the Plan, to an iron pin located 246.5 feet, more or less, S 24° 08' W, from the iron pin located at the northwest corner of land herein described.
3. Easement to Paul E. Fisher and Lillian B. Fisher, Charles and Nancy Williamson, William Sturrock and Barbara Sturrock, Priscilla M. Secore, Gerald N. Avery and Cathy L. Avery, and Eugene A. Sanguins and Bella M. Sanguins, recorded at Book 1305, Pages 417-434 at said Registry on April 22, 1987.
4. A 15 foot utility easement to Paul E. Fisher and Lillian B. Fisher, for sewer and water lines as shown on the Plan, along with the right to connect with the Tideview Estates sewer and water system, as shown on the Plan.
5. An outlet water easement located near the southwest corner of the Area to be conveyed to the City of Dover as shown on the Plan.
6. Cable Television Multi-Unit Agreement between Continental Cablevision of New England, Inc. and Jade Realty, dated August 26, 1987 and recorded at the Registry at Book 1357, Page 433.

7. Utility Easement for water, sewer, electric and gas through an approximate 50 foot wide right of way running easterly from the Area to be conveyed to the City of Dover, as shown on the Plan, to land now or formerly of Paul F. and Lillian Fisher, as granted to Timothy Pearson, Trustee of Garrison Road Land Trust by deed dated December 18, 1987 and recorded in the Registry at Book 1361, Page 246.

8. Utility Easement to Public Service Company of New Hampshire and New England Telephone and Telegraph Company, by instrument dated January 21, 1988 and recorded in the Registry at Book _____, Page _____.

9. Utility Easement to JED Propane, Inc. by easement deed dated March 22, 1988 and recorded in the Registry at Book 1375, Page 749.

Meaning and intending to describe the same premises conveyed to Jade Realty Corporation by deed of Steven H. Massicotte and Dwight W. Sharp dated May 5, 1987 and recorded in the Strafford County Registry of Deeds at Book 1309, Page 158, except for the "Area to be Conveyed to the City of Dover".

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EXHIBIT B
BY-LAWS OF
TIDEVIEW ESTATES, A CONDOMINIUM

ARTICLE I
PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of Tideview Estates, A Condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws as well as to the Declaration and the Rules promulgated hereunder.

2. Definitions. Terms not defined herein or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. By-Laws' Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a unit or any other portion of the Condominium shall constitute an acknowledgment that such owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the Rules and will comply with them.

4. Office. The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors. The Condominium is located off Garrison Road, Dover, New Hampshire.

ARTICLE II
UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these By-Laws, shall constitute the "Unit Owners' Association" which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act specifically requires to be performed by

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the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. Voting. Each unit which has been conveyed or rented by the Declarant shall be entitled to the number of votes equal to the Percentage Interest assigned to such unit in the Declaration. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that unit. But if more than one of such persons is present, the vote appertaining to that unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these By-Laws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such units are entitled.

3. Place of Meeting. Meetings of the Unit Owner's Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of meeting.

4. Annual Meeting. Meetings of the Unit Owner's Association shall be held on April 1 of each year, or on such other date within a thirty (30) day period prior to or subsequent from such date, as may be designated by the Board of Directors and reflected in the notice provided for in Paragraph 6 below. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Article III. Provided, however, that until three (3) years after the recordation of the Declaration or until units to which three-fourths (3/4ths) of the undivided interest in the Common Area appertain have been conveyed by the Declarant, whichever occurs first, the Declarant shall be entitled to elect all of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. Special Meetings.

(a) Transfer of Control by Declarant. Promptly after units representing seventy-five percent (75%) or more of the undivided interest in Common Area have been conveyed by Declarant, but in no event later than three (3) years after the

formation of the Association by the recordation of the Declaration, the Declarant shall notify the Unit Owners thereof and shall call a special meeting of the Unit Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any unit or units, shall elect a new Board of Directors.

(b) Other Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Clerk by Owners having not less than thirty percent (30%) of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and no business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Clerk to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective units and at such other address as each Owner may have designated by notice in writing to the Clerk; provided, however, that such notice may be hand delivered by the Clerk or Manager, if the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if and only if he shall have fully paid all assessments made or levied and due against him and his Condominium unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The vote appertaining to any unit may be cast pursuant to a proxy executed by or on behalf of the Unit Owner or, where the Unit Owner is more than one person, by or on behalf of all such persons. The validity and revocation of proxies is governed by Section 39, IV of the Condominium Act as the same may be amended from time to time.

9. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owners, until adjourned, if persons entitled to cast more than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the total votes are present at the beginning of such meeting.

10. Order of Business. The order of business at all meetings of the Unit Owners' Association may be as follows:

- (a) roll call;
- (b) recitation of proof of notice of meeting;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) report of Board of Directors;
- (f) reports of committees;
- (g) election of directors, if applicable;
- (h) unfinished business; and
- (i) new business any of which may be waived.

11. Conduct of Meeting. The President, or his designated alternative, shall preside over all meetings of the Unit Owners' Association and the Clerk shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners' Association. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these By-Laws, the Board of Directors shall have the power to, and be responsible for, the following:

- (a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses.
- (b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said

assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium, including but not limited to trash collection, snow removal, and hydrant clearance from the Common Area, water, electrical, telephone and any other necessary utility service for the Common Area.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules respecting the use of the Property and enforcing the provisions of the Declaration, these By-Laws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners.

(f) Obtaining and maintaining insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premiums therefore and making, or contracting for the making of, repairs, additions, and improvements to, or alterations to the Property and repairs to and restoration of, the Property, in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty.

(g) Maintaining books of account showing the receipts and expenditures of the Unit Owners' Association.

(h) Obtaining an audited financial statement within one hundred twenty (120) days of the end of each fiscal year.

(i) To do such other things and acts not inconsistent with the Condominium Act or with the Declaration which it may be authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by

these By-Laws; provided that any actions by the Manager with respect to the powers set forth in Paragraph (b) of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated without penalty and without cause upon no more than ninety (90) days written notice. The Unit Owners' Association and the Board of Directors shall retain a Manager when requested to do so by Eligible Mortgage Holders or Eligible Insurers or Guarantors holding, insuring or guaranteeing mortgages on units which have at least fifty-one percent (51%) of the votes of the units subject to such mortgages and when a Manager has been so required, any decision to reestablish self management by the Unit Owners' Association shall require the prior consent of Owners of units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association are allocated and the approval of Eligible Mortgage Holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of the units subject to such mortgages.

3. Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of three (3) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Unit Owners' Association, as provided in Section 5 of Article II, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these By-Laws to the contrary notwithstanding, until three (3) years after the date of recordation of this Declaration in the Strafford County Registry of Deeds, or until units to which three-fourths (3/4ths) of the undivided interests in the Common Area appertain have been conveyed by the Declarant, whichever first occurs, the members of the Board of Directors shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

4. Election and Term of Office. At the first annual meeting of the Unit Owners' Association three (3) directors shall be elected. The term in office of one director shall expire at the second annual meeting, the term in office of one director shall expire at the third annual meeting and the term in office of one director shall expire at the fourth annual meeting, subject to the provisions of Section 3 above. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of three (3) years and each director shall hold office until his successor has been elected.

5. Organizational Meeting. The first meeting of the members of the Board of Directors following the first annual meeting of the Unit Owners' Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the directors at

the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owners' Association. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as the annual meeting of the Association.

7. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) directors.

8. Waiver of Notice. Before or within ten (10) days after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a director for the remainder of the term of the director so replaced; provided, however, that the vacancy of any director designated by the Declarant pursuant to a right of the declarant to make such designation shall be filled by the Declarant.

11. Removal of Directors. A director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of two-thirds (2/3rds) of the votes represented and voting. Any director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. Availability of Records. The Board of Directors shall make available to all Owners, mortgagees, and to insurers or guarantors of any mortgage on a unit current copies of the Declaration, By-Laws, other Rules concerning the Condominium and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a unit shall be entitled, within a reasonable time after written request to an audited financial statement for the immediately preceding fiscal year.

13. Licenses and Easements. The Board of Directors on behalf of the Unit Owners' Association and the individual Unit Owners shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Each Unit Owner, by acceptance of the conveyance of a unit and in consideration for an undivided Percentage Interest in the Common Area, and for the sole purpose set forth in this subparagraph 13, hereby grants to the Board of Directors, as the same may be constituted from time to time, an irrevocable power of attorney to execute any and all such permits, licenses and easements.

14. Compensation. No director shall receive any compensation from the Condominium for acting as such, but shall be entitled to reimbursement for any out of pocket expenses.

15. Conduct of Meetings. The President, or, in his absence, a president pro tem elected by the Board, shall preside over all meetings of the Board of Directors and the Clerk shall keep the minutes of the meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

16. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

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17. Fidelity Bonds. The Board of Directors shall require that all officers, directors, agents and employees of the Unit Owners' Association or of any Manager handling or responsible for funds furnish adequate fidelity bonds. The total amount of fidelity bond coverage shall be no less than the lesser of:

(a) the estimated maximum amount of funds, including reserve funds, in the custody of the Unit Owners' Association or the Manager at any given time during the term of the bond; or

(b) three (3) months aggregate assessments on all units plus reserve funds. The premiums on such bonds shall constitute a Common Expense.

18. Dispensing with Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

19. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith or due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his unit's percentage of common interest bears to the total percentage of common interest of all units. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his unit's percentage of common interest bears to the total percentage of all units. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, or by reason of the fact that he is or was a Director, or officer, for expenses (including attorneys' fees) judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct.

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ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistants or such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Clerk may be held by the same person.

2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.

4. President. The President shall be the chief executive officer; he, or his designated alternate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board of Directors, and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of President of a stock corporation organized under the laws of the State of New Hampshire.

5. Clerk. The Clerk, or his designated alternate, shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the minutes of all proceedings in the Record Book of the Condominium and shall perform like duties for committees when required. The clerk shall keep the Record Book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners' Association the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Clerk shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required

financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, where possible taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations may be executed by any officer of the Condominium or by such other person or persons as may be designated by the Board of Directors.

8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such, but shall be entitled to reimbursement for any out-of-pocket expenses.

ARTICLE V

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of the organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner,

at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the Owners of all units. Assessments shall be made against each Owner in proportion to the number of votes in the Unit Owners' Association appertaining to the Owner's unit, and shall be a lien against each Owner's Condominium unit when perfected in accordance with the Condominium Act. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an audited financial statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's votes in the Unit Owner's Association, be credited according to each Owner's votes in the Association to the next monthly installment due from Owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The Board of Directors shall build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which shall be funded by regular monthly payments, as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Working Capital Reserve. The Board of Directors shall establish a working capital fund equal to two (2) months' estimated Common Area charge for each unit. Each unit's contribution shall be collected at the time of conveyance of such unit by the Declarant but not later than sixty (60) days after the conveyance of the first unit in the Condominium, whichever occurs first. The Declarant shall be entitled to reimbursement for any assessment contributed by the Declarant from a Unit Owner at the time of conveyance of such unit by the Declarant. The fund shall be maintained in a segregated account for the use and benefit of the Association of Owners.

(f) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this Section, for the period commencing upon the recordation of the Declaration at the Strafford County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in Paragraph (c) of this Section. The Board of Directors may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium unit from the Declarant.

(g) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium unit subsequent to a sale, transfer or other conveyance by him of such Condominium unit. The purchaser of a Condominium unit or a successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amount paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the unit and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within ten (10) days from

receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium unit obtains title to the Condominium unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee in proportion to their respective votes in the Unit Owners' Association.

3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

4. Maintenance and Repair.

(a) By the Board of Directors. Except as otherwise provided in Section 4(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expenses shall be charged to such Owner) of all the Common Area, whether located inside or outside of the units, the costs of which shall be charged to all Owners as a Common Expense.

(b) By the Owner. Except for the portions of his unit required to be maintained, repaired and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his unit and serve no other. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all repairs thereto, beyond normal maintenance, caused or necessitated by his negligence, misuse or neglect. Each Owner shall keep the interior of his unit and its equipment and appurtenances in good order and 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. In addition, each Owner shall be

responsible for all damage to any and all other units or to the Common Area resulting from his failure to make any of the repairs required to be made by him in this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

5. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by Owners having a majority of the percentage of common interest, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if in the opinion of not less than eighty percent (80%) of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of an Owner of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his unit, including the doors and windows, or of any fence, or of any exterior surface of the building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement of such external change within thirty (30) days after such request, and the failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provision of this Section 7 shall not apply to Condominium units owned by the Declarant until such units have been initially conveyed by the Declarant.

7. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy, and the protection of the value of the units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the units. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

(a) No advertisements or posters of any kind shall be posted in or on the Property except as authorized by the Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the units.

(b) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a unit or in or upon any Common Area. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view.

(c) No animal, other than common household pets, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Pets shall not be permitted outside of units unless they are accompanied by an adult person and carried or leashed. Each Owner shall remove all excrement created by his pets. The Board of Directors may make further provisions in the Rules for the control and regulations of household pets in the Condominium. The Owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium.

(d) Owners, tenants and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others.

(e) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is an annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.

(f) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board.

(g) No unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.

(h) Nothing shall be done in any unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration or these By-Laws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

(i) No one shall place or cause to be placed in any stairs or stairway, walkway, driveway, parking area or other Common Area any bicycles, furniture, packages or objects of any kind. These areas shall be used only for normal transit through them (or, where appropriate, vehicular parking in them).

(j) No Owner, tenant or guest shall direct or engage any employee of the Condominium on any private business, nor shall he direct, supervise or in any manner attempt to assert control over any such employee.

(k) No activity shall be done or maintained in any unit or upon any Common Area which will increase the rate of insurance on any unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common Area.

(l) In the use of the units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

8. Right to Access. An Owner shall grant a right of access to his unit to the Board of Directors and the Manager and to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any conditions originating in his unit and threatening another unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

ARTICLE VI

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain:

(a) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium;

(b) 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

(c) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(i) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to 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 Owners and their mortgagees as their respective interests may appear.

(ii) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1(b) 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. The insurance, however, shall not insure against individual liability for negligence occurring within a unit or within the Limited Common Area to which a unit has exclusive use.

(iii) Workmen's compensation insurance as required by law.

(iv) Such other insurance as the Board may determine.

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 Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 1(a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above:

(i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud;

(ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control;

(iv) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of units in the Condominium;

(v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees;

(vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and

(vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums.

3. Individual Policies. Any Owner and any mortgagee may obtain at his 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). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI. It is recommended that each 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.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board the proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Paragraph 1(a) hereof, of any such improvements.

(d) Each Owner should obtain liability insurance with respect to his ownership and/or use of his unit.

4. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Clerk of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Unit Owners of record at the address of their respective units and to such other addresses as any of them may have designated to the Clerk; or such notice may be hand delivered by the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE, CONDEMNATION OR OTHER CASUALTY

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 or by condemnation, 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 owner shall have the right to supervise the redecorating work in his own unit.

2. Procedure for Reconstruction and Repair.

(a) 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. Such cost may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of 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 proportion to their respective votes in the Unit Owners' Association.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed. This subsection (c) may not be waived or amended by the Unit Owners without the written approval of Eligible Mortgage Holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to mortgages held by the Eligible Mortgage Holders.

(d) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors

from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction and repair by the Board of Directors.

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

(d) When the damage is to both Common Area and units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the units.

ARTICLE VIII

SALES, LEASES AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his unit without including therein the undivided interest of such unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these By-Laws or the Condominium Act, the undivided interest in the Common Area allocated to any unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the unit to which it appertains shall be void.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise his unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this unit, except as provided in Section 2 of Article V, and shall have satisfied all unpaid liens with respect to his unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously

levied against that Owner's unit and the amount if any, then outstanding. In the event that the unit is subject to outstanding expenses previously levied against such unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners' Association to prevent the disposition. Failure or refusal to furnish such a statement within ten (10) days of receipt of such request by the Board or Manager, shall make the above-mentioned prohibition inapplicable to any such disposition of the unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

ARTICLE IX

AMENDMENT TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either:

(a) by a vote of at least sixty-seven percent (67%) of the percentage common interest owned by the Owners cast in person or by 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

(b) pursuant to a written instrument duly executed by Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the percentage common interest; provided, however, that:

(i) Section 4 of Article II, and Section 3 of Article III, insofar as they relate to the election of members of the Board of Directors by the Declarant;

(ii) Section 2 of Article II, insofar as it provides that the Declarant so long as it is the Owner of one or more units, may vote the votes appurtenant thereto; and

(iii) this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such unit or units.

2. Recording. A modification or amendment of these By-Laws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34 IV of the Condominium Act.

3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

4. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the units. Accordingly, all mortgagees shall be given thirty (30) days notice of all proposed amendments of these By-Laws or the Declaration and no amendment or modification of these By-Laws or the Declaration which establish, provide for, govern or regulate any of the following matters:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Areas;
- (f) Responsibility for maintenance and repair of the units, Common Area or Limited Common Area;
- (g) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (h) Boundaries of any unit;
- (i) The interests in the general or Limited Common Areas;
- (j) Convertibility of units into Common Areas or of Common Areas into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her unit; and
- (m) Any provisions for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on units shall be effective or valid without the written consent or approval of mortgagees

holding mortgages on units which have at least fifty-one percent (51%) of the votes of units which are subject to mortgages; provided, however, that a mortgage holder who receives a written request to approve modifications or amendments who does not deliver or post a negative response within thirty (30) days of mailing of the request shall be deemed to have approved such request.

ARTICLE X

MORTGAGES

1. Notice to Board. An Owner who mortgages his Condominium unit shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice of Action. Upon written request to the Unit Owners' Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

(d) Any proposed action which the Declaration, these By-Laws or the Condominium Act, requires the consent of a specified percentage of mortgage holders.

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

4. Notice of Damage. The Board of Directors shall notify:

(a) the mortgagee of a unit whenever damage to the unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board is made aware of such damage; and

(b) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

ARTICLE XI

NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. mail, return receipt requested, first class postage prepaid (except for monthly bills for common expenses which may be sent by first class mail postage prepaid):

(a) if to an Owner, at the address of his unit and at such other address as the Owner may have designated by notice in writing to the Clerk; or

(b) if to the Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of statutes, of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manager, or, if appropriate, by the aggrieved Owner. Nothing contained herein shall be deemed to limit the right of any Owner to commence legal proceedings against the Unit Owners' Association for any violation of the Declaration of these By-Laws.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Unit Owners' Association, the Board of Directors, or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these By-Laws or the Rules, or at law or in equity.

(e) Interest. In the event of a default by any Owner which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to

impose a late payment charge on such defaulting Owners in an amount not to exceed Fifteen Dollars (\$15.00), or Six Cents (\$.06) per dollar on any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these By-Laws:

(i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning or provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass;

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or

(iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total regular assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a lien levied against the unit of such Owner as provided in the Condominium Act, which lien shall, with respect to regular assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than seven (7) days after delivery to the Owner of notice of such special assessments.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager.

(c) The lien for assessments shall include costs and attorneys' fees as provided for in Section 1 of this Article and the lien contribution may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the

Board of Directors, acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suits to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII

RESALE OF UNITS

In the event of the resale of a unit or any interest therein by a Unit Owner (other than the Declarant), the President or such other officer or officers as the Board of Directors may from time to time specify shall, upon the written request of any prospective owner and within ten (10) days thereof, furnish to the prospective owner:

(a) A statement as provided for in Article VIII (2) hereof.

(b) A statement of any capital expenditures and major maintenance expenditures anticipated within the current or succeeding two (2) fiscal years.

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

(d) A copy of the income statement and balance sheet of the 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 Association is a party defendant.

(f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual unit owner.

(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.

ARTICLE XIV

COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.

2. Severability. These By-Laws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

4. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

5. Gender, Etc. Whenever in these By-Laws the context so requires the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant, Jade Realty Corporation, has caused these By-Laws to be executed by Edward H. Fillmore, its President, hereunto duly authorized this 22 day of March, 1988.

WITNESS:

JADE REALTY CORPORATION

Nail P. Guerin

By: Edward H. Fillmore President
Edward H. Fillmore, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me this 22^d day of March, 1988 by Edward H. Fillmore, President of Jade Realty Corporation, a New Hampshire general corporation, on behalf of the corporation.

Nail P. Guerin
Justice of the Peace/~~Notary Public~~

1023n

EXHIBIT C

TIDEVIEW ESTATES, A CONDOMINIUM

UNIT NOS.	UNDIVIDED PERCENTAGE INTEREST IN COMMON AREA
1	3.125
3	3.125
5	3.125
7	3.125
9	3.125
11	3.125
13	3.125
15	3.125
17	3.125
19	3.125
21	3.125
23	3.125
25	3.125
27	3.125
29	3.125
31	3.125
33	3.125
35	3.125
37	3.125
39	3.125
41	3.125
43	3.125

BK 1375 PG 0796

EXHIBIT C (CONT'D)

TIDEVIEW ESTATES, A CONDOMINIUM

UNIT NOS.	UNDIVIDED PERCENTAGE <u>INTEREST IN COMMON AREA</u>
45	3.125
47	3.125
49	3.125
51	3.125
53	3.125
55	3.125
57	3.125
59	3.125
61	3.125
63	<u>3.125</u>
	100.00

BK1375PG0797

EXHIBIT D

DESCRIPTION OF CONVERTIBLE LANDS

PHASE IV CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No ~~53A-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase III as shown on said plan, being the northwesterly corner of the within described parcel, thence, South 78° 20' 07" East a distance of 140.00 feet to a point; thence South 05° 13' 40" East a distance of 319.53 feet to a point; thence North 76° 33' 55" West a distance of 55.00 feet to an iron pipe; thence North 75° 55' 00" West a distance of 153.70 feet to a point; thence North 76° 27' 00" West a distance of 66.40 feet to a point; thence North 19° 39' 00" East a distance of 303.68 feet to the point of beginning.

Containing 1.44 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

BK 1375 PG 0798

PHASE V CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No ~~334-526-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase VI Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel, thence, South 78° 52' 15" East a distance of 280.50 feet to an iron pipe; thence South 78° 30' 00" East a distance of 245.60 feet to an iron pipe; thence continuing along the same course a distance of 82 feet, more or less to a point at the approximate high water line on the westerly side of Bellamy River; thence turning and continuing in a southerly direction along the approximate high water line on the westerly side of the Bellamy River a distance of 725 feet, more or less, to a point; thence turning and running North 78° 10' 00" West a distance of 10 feet, more or less, to an iron pipe; thence North 78° 10' 00" West a distance of 652.47 feet to a point; thence North 76° 33' 55" West a distance of 296.30 feet to a point; thence North 5° 13' 40" West a distance of 319.53 feet to a point; thence North 78° 20' 07" West a distance of 210.65 feet to a point; thence North 14° 08' 16" East a distance of 305.92 feet to the point of beginning.

Containing 11.4 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

BK1375PG0799

PHASE VI CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No. ~~334-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase VII Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 200.00 feet through a concrete post to a point; thence South 14° 08' 16" West a distance of 305.92 to a point; thence North 78° 20' 07" West a distance of 210.65 feet to a point; thence North 16° 09' 22" East a distance of 304.70 feet to the point of beginning.

Containing 1.44 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

PHASE VII CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No. ~~531-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase VIII Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 275.00 feet to a point; thence South 16° 09' 22" West a distance of 304.70 feet to a point; thence South 78° 20' 07" East 290.00 feet to a point; thence North 19° 01' 08" East a distance of 303.69 feet to the point of beginning.

Containing 1.96 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

PHASE VIII CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No. ~~33A-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase IX Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 245.00 feet to a point; thence South 19° 01' 08" West a distance of 303.69 feet to a point; thence North 78° 20' 07" West a distance of 200.00 feet to a point; thence North 27° 06' 03" West a distance of 80.00 feet to a point; thence North 22° 11' 48" East a distance of 240.58 feet to the point of beginning.

Containing 1.70 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

BK 1375 Pg 0802

PHASE IX CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No. ~~334-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase X Convertible Land as shown on said plan, being the southeasterly corner of the within described parcel; thence North 24° 07' 58" East a distance of 49.79 feet to a point; thence North 27° 06' 03" West a distance of 80.00 feet to a point; thence North 22° 11' 48" East a distance of 240.58 feet to a point; thence North 78° 52' 15" West a distance of 175.00 feet to a point; thence South 24° 08' 00" West a distance of 304.12 feet to a point; thence South 66° 37' 17" East a distance of 241.04 feet to the point of beginning.

Containing 1.41 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

BK 1375PG0803

PHASE X CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No ~~334-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northwesterly corner of Phase XI Convertible Land as shown on said plan, being the southwesterly corner of the within described parcel; thence North 24° 08' 00" East a distance of 190.00 feet to a point; thence South 66° 37' 17" East a distance of 241.04 feet to a point; thence South 24° 07' 58" West a distance of 196.56 feet to a point; thence North 65° 03' 42" West a distance of 241.04 feet to the point of beginning.

Containing 1.07 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

BK 1375 PG 0804

PHASE XI CONVERTIBLE LAND:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No ~~334-524-53~~ in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the southwesterly corner of Phase X Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 24° 08' 00" West a distance of 250.00 feet to a point; thence South 65° 52' 00" East a distance of 73.52 feet to a point; thence turning and running along a curve to the right having a radius of 73.00 feet an arc distance of 102.29 feet to a point; thence South 14° 25' 00" West a distance of 68.44 feet to a point; thence North 75° 35' 00" West a distance of 108.59 feet to a point; thence South 24° 08' 00" West a distance of 146.75 feet to a point; thence South 76° 43' 38" East a distance of 454.37 feet to an iron pipe; thence North 21° 29' 40" East a distance of 187.20 feet to a point; thence North 75° 35' 00" West a distance of 250.18 feet to a point; thence North 24° 07' 58" East a distance of 309.64 feet to a point; thence North 65° 03' 42" West a distance of 241.04 to the point of beginning.

Containing 3.39 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

REGISTER OF DEEDS
STRAFFORD COUNTY

1034n

**FIRST AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM**

FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM made this 12th day of April, 1988, by Jade Realty Corporation, a New Hampshire corporation having a principal place of business at Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant has submitted certain real estate situated in Dover, County of Strafford, State of New Hampshire, to the condominium form of ownership by virtue of a Declaration of Condominium of Tideview Estates, A Condominium, recorded at Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the creation of additional condominium units in an area designated as Phase IV Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase IV Convertible Land and amend the Declaration of Condominium as follows:

1. The real estate to be converted pursuant to Paragraph 4 of the Declaration of Condominium of Tideview Estates, A Condominium, is Phase IV Convertible Land, as described in Exhibit D of said Declaration and as further bounded and described as follows:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan Nos. 33A-52 & 53 in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

88 APR 20 AM 11:30
REGISTER OF DEEDS
STRAFFORD COUNTY

006027

BK 137960572

Beginning at a point at the northeasterly corner of Phase III Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel, thence, South 78° 20' 07" East a distance of 140.00 feet to a point; thence South 05° 13' 40" East a distance of 319.53 feet to a point; thence North 76° 33' 55" West a distance of 55.00 feet to an iron pipe; thence North 77° 55' 00" West a distance of 153.70 feet to a point; thence North 76° 27' 00" West a distance of 66.40 feet to a point; thence North 19° 39' 00" East a distance of 303.68 feet to the point of beginning.

Containing 1.44 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase IV Convertible Land consists of eight (8) units, being units numbered 65, 67, 69, 71, 73, 75, 77 and 79.

2. Each unit formed out of Phase IV Convertible Land is hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase IV of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas and patios adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-18, II, the equal undivided interests in the Common Area are reallocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
---------------------	--

1	2.500
3	2.500
5	2.500
7	2.500
9	2.500
11	2.500
13	2.500
15	2.500
17	2.500
19	2.500
21	2.500
23	2.500
25	2.500
27	2.500
29	2.500
31	2.500
33	2.500
35	2.500
37	2.500
39	2.500
41	2.500
43	2.500
45	2.500
47	2.500
49	2.500
51	2.500
53	2.500
55	2.500
57	2.500
59	2.500
61	2.500
63	2.500
65	2.500
67	2.500
69	2.500
71	2.500
73	2.500
75	2.500
77	2.500
79	<u>2.500</u>

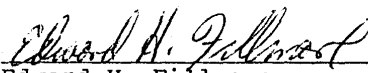
100.00

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed by its President, Edward H. Fillmore, as of the date and year first above written.

WITNESS:

JADE REALTY CORPORATION

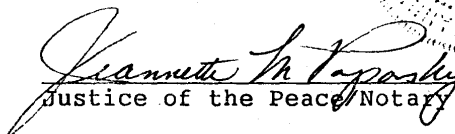


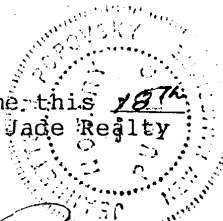
By: 
Edward H. Fillmore
President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of April, 1988 by Edward H. Fillmore, President of Jade Realty Corporation, on behalf of the Corporation.

JEANNETTE M. DOPOVSKY, Notary Public
My Commission Expires November 23, 1989


Justice of the Peace, Notary Public



BK137960575

1016n

- 4 -

REGISTER OF DEEDS
STRAFFORD COUNTY

RECEIVED
JUL 15 1988

**SECOND AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM**

SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM made this 7th day of July, 1988, by Jade Realty Corporation, a New Hampshire corporation having a principal place of business at Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant has submitted certain real estate situated in Dover, County of Strafford, State of New Hampshire, to the condominium form of ownership by virtue of a Declaration of Condominium of Tideview Estates, A Condominium, recorded at Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the creation of additional condominium units in an area designated as Phase V Convertible Land and Phase VI Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase V Convertible Land and Phase VI Convertible Land and amend the Declaration of Condominium as follows:

1. The real estate to be converted pursuant to Paragraph 4 of the Declaration of Condominium of Tideview Estates, A Condominium, is Phase V Convertible Land and Phase VI Convertible Land, as described in Exhibit D of said Declaration and as further bounded and described as follows:

Two certain tracts or parcels of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "As-Built Site Plan, Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan Nos. 33A-52 & 53 in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

88 JUL 15 PM 12:42
REGISTER OF DEEDS
STRAFFORD COUNTY

012088

BK139760046

Beginning at a point at the northeasterly corner of Phase VI Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel, thence, South 78° 52' 15" East a distance of 280.50 feet to an iron pipe; thence South 78° 30' 00" East a distance of 245.60 feet to an iron pipe; thence continuing along the same course a distance of 82 feet, more or less to a point at the approximate high water line on the westerly side of Bellamy River; thence turning and continuing in a southerly direction along the approximate high water line on the westerly side of the Bellamy River a distance of 725 feet, more or less, to a point; thence turning and running North 78° 10' 00" West a distance of 10 feet, more or less, to an iron pipe; thence North 78° 10' 00" West a distance of 652.47 feet to a point; thence North 76° 33' 55" West a distance of 296.30 feet to a point; thence North 5° 13' 40" West a distance of 319.53 feet to a point; thence North 78° 20' 07" West a distance of 210.65 feet to a point; thence North 14° 08' 16" East a distance of 305.92 feet to the point of beginning.

Containing 11.4 acres, more or less.

Phase V Convertible Land consists of four (4) units, being units numbered 114, 116, 118 and 120.

Beginning at a point at the northeasterly corner of Phase VII Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 200.00 feet through a concrete post to a point; thence South 14° 08' 16" West a distance of 305.92 to a point; thence North 78° 20' 07" West a distance of 210.65 feet to a point; thence North 16° 09' 22" East a distance of 304.70 feet to the point of beginning.

Containing 1.44 acres, more or less.

Phase VI Convertible Land consists of eight (8) units, being units numbered 98, 100, 102, 104, 106, 108, 110 and 112.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

2. Each unit formed out of Phase V Convertible Land and Phase VI Convertible Land are hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase V and VI of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas and patios adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-18, II, the equal undivided interests in the Common Area are reallocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
---------------------	--

1	1.923
3	1.923
5	1.923
7	1.923
9	1.923
11	1.923
13	1.923
15	1.923
17	1.923
19	1.923
21	1.923
23	1.923
25	1.923
27	1.923
29	1.923
31	1.923
33	1.923
35	1.923
37	1.923
39	1.923
41	1.923
43	1.923
45	1.923
47	1.923
49	1.923
51	1.923
53	1.923
55	1.923
57	1.923
59	1.923
61	1.923
63	1.923
65	1.923
67	1.923
69	1.923
71	1.923
73	1.923
75	1.923
77	1.923
79	1.923
98	1.923
100	1.923
102	1.923
104	1.923
106	1.923

BK 139780048

EXHIBIT C (CONT'D)
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
108	1.923
110	1.923
112	1.923
114	1.923
116	1.923
118	1.923
120	1.923
	100.00

BK 139760049

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed by its Vice President, JoAnn D. Fillmore, as of the date and year first above written.

WITNESS:

JADE REALTY CORPORATION

Deborah L. Morton

By:

JoAnn D. Fillmore
JoAnn D. Fillmore
Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of July, 1988 by JoAnn D. Fillmore, Vice President of Jade Realty Corporation, on behalf of the Corporation.

Jeannette M. Popovsky
Justice of the Peace/Notary Public

JEANNETTE M. POPOVSKY, Notary Public
My Commission Expires November 28, 1989

BK1397PG0050

REGISTER OF DEEDS
STRAFFORD COUNTY

**THIRD AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM**

THIRD AMENDMENT OF DECLARATION OF CONDOMINIUM made this 9th day of August, 1988, by Jade Realty Corporation, a New Hampshire corporation having a principal place of business at Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant has submitted certain real estate situated in Dover, County of Strafford, State of New Hampshire, to the condominium form of ownership by virtue of a Declaration of Condominium of Tideview Estates, A Condominium, recorded at Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the creation of additional condominium units in an area designated as Phase VII Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase VII Convertible Land and amend the Declaration of Condominium as follows:

1. The real estate to be converted pursuant to Paragraph 4 of the Declaration of Condominium of Tideview Estates, A Condominium, is Phase VII Convertible Land, as described in Exhibit D of said Declaration and as further bounded and described as follows:

A certain tract or parcel of land situated in the City of Dover, County of Strafford, State of New Hampshire, as shown on Site Plan entitled, "Building Phasing: Tideview Estates, A Condominium, Dover, N.H.", prepared for Jade Realty Corporation by Durgin/Schofield Associates, dated March 10, 1988, said Plan being recorded as Plan No. 33A-52 & 53 in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

88 AUG 15 PM 4: 06

REGISTER OF DEEDS
STRAFFORD COUNTY

014256

EX 140360360

Beginning at a point at the northeasterly corner of Phase VIII Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 275.00 feet to a point; thence South 16° 09' 22" West a distance of 304.70 feet to a point; thence North 78° 20' 07" West 290.00 feet to a point; thence North 19° 01' 08" East a distance of 303.69 feet to the point of beginning.

Containing 1.96 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase VII Convertible Land consists of twelve (12) units, being units numbered 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96.

2. Each unit formed out of Phase VII Convertible Land is hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase VII of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-B:18, II, the equal undivided interests in the Common Area are re- allocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
1	1.563
3	1.563
5	1.563
7	1.563
9	1.563
11	1.563
13	1.563
15	1.563
17	1.563
19	1.563
21	1.563
23	1.563
25	1.563
27	1.563
29	1.563
31	1.563
33	1.563
35	1.563
37	1.563
39	1.563
41	1.563
43	1.563
45	1.563
47	1.563
49	1.563
51	1.563
53	1.563
55	1.563
57	1.563
59	1.563
61	1.563
63	1.563
65	1.563
67	1.563
69	1.563
71	1.563
73	1.563
74	1.563
75	1.563
76	1.563
77	1.563
78	1.563
79	1.563
80	1.563
82	1.563

**FOURTH AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM**

FOURTH AMENDMENT OF DECLARATION OF CONDOMINIUM made
this 19th day of September, 1988, by Jade Realty Corporation, a
New Hampshire corporation having a principal place of business at
Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to
as the "Declarant").

WHEREAS, Declarant has submitted certain real estate
situated in Dover, County of Strafford, State of New Hampshire,
to the condominium form of ownership by virtue of a Declaration
of Condominium of Tideview Estates, A Condominium, recorded at
Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the
creation of additional condominium units in an area designated as
Phase IX Convertible Land and Phase X Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase IX
Convertible Land and Phase X Convertible Land and amend the
Declaration of Condominium as follows:

1. The real estate to be converted pursuant to Paragraph 4
of the Declaration of Condominium of Tideview Estates, A
Condominium, is Phase IX Convertible Land and Phase X Convertible
Land, as described in Exhibit D of said Declaration and as
further bounded and described as follows:

Two (2) certain tracts or parcels of land situated in the City
of Dover, County of Strafford, State of New Hampshire, as shown on
Site Plan entitled, "Building Phasing: Tideview Estates, A
Condominium, Dover, N.H.", prepared for Jade Realty Corporation by
Durgin/Schofield Associates, dated March 10, 1988, said Plan being
recorded as Plan No. 33A-52 & 53 in the Strafford County Registry of
Deeds; and more particularly described and bounded as follows:

88 SEP 30 AM 10:42
REGISTER OF DEEDS
STRAFFORD COUNTY

017340

6K 1412 6 585

PHASE IX PARCEL:

Beginning at a point at the northeasterly corner of Phase X Convertible Land as shown on said plan, being the southeasterly corner of the within described parcel; thence North 24° 07' 58" East a distance of 49.79 feet to a point; thence North 27° 06' 03" West a distance of 80.00 feet to a point; thence North 22° 11' 48" East a distance of 240.58 feet to a point; thence North 78° 52' 15" West a distance of 175.00 feet to a point; thence South 24° 08' 00" West a distance of 304.12 feet to a point; thence South 66° 37' 17" East a distance of 241.04 feet to the point of beginning.

Containing 1.41 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase IX Convertible Land consists of eight (8) units, being units numbered 34, 36, 38, 40, 42, 44, 46, and 48.

PHASE X PARCEL:

Beginning at a point at the northwesterly corner of Phase XI Convertible Land as shown on said plan, being the southwesterly corner of the within described parcel; thence North 24° 08' 00" East a distance of 190.00 feet to a point; thence South 66° 37' 17" East a distance of 241.04 feet to a point; thence South 24° 07' 58" West a distance of 196.56 feet to a point; thence North 65° 03' 42" West a distance of 241.04 feet to the point of beginning.

Containing 1.07 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase X Convertible Land consists of eight (8) units, being units numbered 18, 20, 22, 24, 26, 28, 30 and 32.

2. Each unit formed out of Phase IX Convertible Land and Phase X Convertible Land is hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase IX and Phase X of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-B:18, II, the equal undivided interests in the Common Area are reallocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
1	1.250
3	1.250
5	1.250
7	1.250
9	1.250
11	1.250
13	1.250
15	1.250
17	1.250
18	1.250
19	1.250
20	1.250
21	1.250
22	1.250
23	1.250
24	1.250
25	1.250
26	1.250
27	1.250
28	1.250
29	1.250
30	1.250
31	1.250
32	1.250
33	1.250
34	1.250
35	1.250
36	1.250
37	1.250
38	1.250
39	1.250
40	1.250
41	1.250

BK 1412 PG 0587

EXHIBIT C (CONT'D)
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
42	1.250
43	1.250
44	1.250
45	1.250
46	1.250
47	1.250
48	1.250
49	1.250
51	1.250
53	1.250
55	1.250
57	1.250
59	1.250
61	1.250
63	1.250
65	1.250
67	1.250
69	1.250
71	1.250
73	1.250
74	1.250
75	1.250
76	1.250
77	1.250
78	1.250
79	1.250
80	1.250
82	1.250
84	1.250
86	1.250
88	1.250
90	1.250
92	1.250
94	1.250
96	1.250
98	1.250
100	1.250
102	1.250
104	1.250
106	1.250
108	1.250
110	1.250
112	1.250
114	1.250
116	1.250
118	1.250
120	<u>1.000</u>
	100.00

BK1412PG0588

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed by its President, Edward H. Fillmore, as of the date and year first above written.

WITNESS:

JADE REALTY CORPORATION

Jeannette M. Popovsky

By: *Edward H. Fillmore*
Edward H. Fillmore
President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of Sept., 1988 by Edward H. Fillmore, President of Jade Realty Corporation, on behalf of the Corporation.

Jeannette M. Popovsky
Justice of the Peace/Notary Public

JEANNETTE M. POPOVSKY, Notary Public
My Commission Expires November 28, 1989

REGISTER OF DEEDS
STRAFFORD COUNTY

**FIFTH AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM**

FIFTH AMENDMENT OF DECLARATION OF CONDOMINIUM made
this 21st day of November, 1988, by Jade Realty Corporation, a
New Hampshire corporation having a principal place of business at
Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to
as the "Declarant").

WHEREAS, Declarant has submitted certain real estate
situated in Dover, County of Strafford, State of New Hampshire,
to the condominium form of ownership by virtue of a Declaration
of Condominium of Tideview Estates, A Condominium, recorded at
Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the
creation of additional condominium units in an area designated as
Phase VIII Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase
VIII Convertible Land and amend the Declaration of Condominium as
follows:

1. The real estate to be converted pursuant to Paragraph 4
of the Declaration of Condominium of Tideview Estates, A
Condominium, is Phase VIII Convertible Land, as described in
Exhibit D of said Declaration and as further bounded and
described as follows:

A certain tract or parcel of land situated in the City of Dover,
County of Strafford, State of New Hampshire, as shown on Site Plan
entitled, "As-Built Site Plan: Tideview Estates, A Condominium,
Dover, N.H.", prepared for Jade Realty Corporation by
Durgin/Schofield Associates, dated March 10, 1988, said Plan being

recorded as Plan No. 33A-52 and 33A-53 in the Strafford County Registry of Deeds; and more particularly described and bounded as follows:

Beginning at a point at the northeasterly corner of Phase IX Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 78° 52' 15" East a distance of 245.00 feet to a point; thence South 19° 01' 08" West a distance of 303.69 feet to a point; thence North 78° 20' 07" West a distance of 200.00 feet to a point; thence North 27° 06' 03" West a distance of 80.00 feet to a point; thence North 22° 11' 48" East a distance of 240.58 feet to the point of beginning.

Containing 1.70 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase VIII Convertible Land consists of twelve (12) units, being units numbered 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70 and 72.

2. Each unit formed out of Phase VIII Convertible Land is hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase VIII of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-18, II, the equal undivided interests in the Common Area are re-allocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

BK 1423750389

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
1	1.087
3	1.087
5	1.087
7	1.087
9	1.087
11	1.087
13	1.087
15	1.087
17	1.087
18	1.087
19	1.087
20	1.087
21	1.087
22	1.087
23	1.087
24	1.087
25	1.087
26	1.087
27	1.087
28	1.087
29	1.087
30	1.087
31	1.087
32	1.087
33	1.087
34	1.087
35	1.087
36	1.087
37	1.087
38	1.087
39	1.087
40	1.087
41	1.087
42	1.087
43	1.087
44	1.087
45	1.087
46	1.087
47	1.087
48	1.087
49	1.087
50	1.087
51	1.087
52	1.087
53	1.087
54	1.087

BK 1423PG0390

EXHIBIT C (CONT'D)
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
55	1.087
56	1.087
57	1.087
58	1.087
59	1.087
60	1.087
61	1.087
62	1.087
63	1.087
64	1.087
65	1.087
66	1.087
67	1.087
68	1.087
69	1.087
70	1.087
71	1.087
72	1.087
73	1.087
74	1.087
75	1.087
76	1.087
77	1.087
78	1.087
79	1.087
80	1.087
82	1.087
84	1.087
86	1.087
88	1.087
90	1.087
92	1.087
94	1.087
96	1.087
98	1.087
100	1.087
102	1.087
104	1.087
106	1.087
108	1.087
110	1.087
112	1.087
114	1.087
116	1.087
118	1.087
120	<u>1.316</u>
	100.00

BK 1423 PG 0391

IN WITNESS WHEREOF, Declarant has caused this Fifth
Amendment to be executed by its President,
Edward H. Fillmore, as of the date and year first above
written.

WITNESS:

JADE REALTY CORPORATION

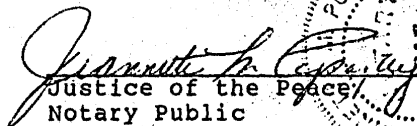


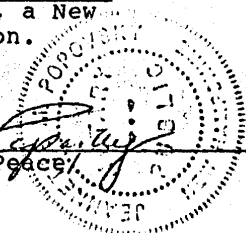
By: E.H. Fillmore
Its Duly Authorized
Edward H. Fillmore, Pres.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 21st day of November, 1987 by Edward H. Fillmore
President of Jade Realty Corporation, a New
Hampshire Corporation, on behalf of the Corporation.

JEANNETTE M. POPOVSKY, Notary Public
My Commission Expires November 28, 1989


Justice of the Peace,
Notary Public



BK 1423PG0392

88DEC28 AM11:14
REGISTER OF DEEDS
STRAFFORD COUNTY

022648

EX 1428PG0062

SIXTH AMENDMENT OF DECLARATION OF
TIDEVIEW ESTATES, A CONDOMINIUM

SIXTH AMENDMENT OF DECLARATION OF CONDOMINIUM made
this 21st day of December, 1988, by Jade Realty Corporation, a
New Hampshire corporation having a principal place of business at
Caldwell Drive, Amherst, New Hampshire, (hereinafter referred to
as the "Declarant").

WHEREAS, Declarant has submitted certain real estate
situated in Dover, County of Strafford, State of New Hampshire,
to the condominium form of ownership by virtue of a Declaration
of Condominium of Tideview Estates, A Condominium, recorded at
Book 1375, Page 752 of the Strafford County Registry of Deeds; and

WHEREAS, said Declaration of Condominium provided for the
creation of additional condominium units in an area designated as
Phase XI Convertible Land;

NOW, THEREFORE, Declarant does hereby convert said Phase XI
Convertible Land and amend the Declaration of Condominium as
follows:

1. The real estate to be converted pursuant to Paragraph 4
of the Declaration of Condominium of Tideview Estates, A
Condominium, is Phase XI Convertible Land, as described in
Exhibit D of said Declaration and as further bounded and
described as follows:

A certain tract or parcel of land situated in the City of Dover,
County of Strafford, State of New Hampshire, as shown on Site Plan
entitled, "As-Built Site Plan: Tideview Estates, A Condominium,
Dover, N.H.", prepared for Jade Realty Corporation by
Durgin/Schofield Associates, dated March 10, 1988, said Plan being
recorded as Plan No. 33A-52 and 33A-53 in the Strafford County
Registry of Deeds; and more particularly described and bounded as
follows:

Beginning at a point at the southwesterly corner of Phase X Convertible Land as shown on said plan, being the northwesterly corner of the within described parcel; thence South 24° 08' 00" West a distance of 250.00 feet to a point; thence South 65° 52' 00" East a distance of 73.52 feet to a point; thence turning and running along a curve to the right having a radius of 73.00 feet an arc distance of 102.29 feet to a point; thence South 14° 25' 00" West a distance of 68.44 feet to a point; thence North 75° 35' 00" West a distance of 108.59 feet to a point; thence South 24° 08' 00" West a distance of 146.75 feet to a point; thence South 76° 43' 38" East a distance of 454.37 feet to an iron pipe; thence North 21° 29' 40" East a distance of 187.20 feet to a point; thence North 75° 35' 00" West a distance of 250.18 feet to a point; thence North 24° 07' 58" East a distance of 309.64 feet to a point; thence North 65° 03' 42" West a distance of 241.04 to the point of beginning.

Containing 3.39 acres, more or less.

Together with the benefit of and subject to all easements and restrictions as set forth in Exhibit A to the Declaration.

Phase XI Convertible Land consists of eight (8) units, being units numbered 2, 4, 6, 8, 10, 12, 14 and 16.

2. Each unit formed out of Phase XI Convertible Land is hereby assigned an identifying number in accordance with the Site and Floor Plans for Phase XI of Tideview Estates, A Condominium, recorded herewith.

3. The Limited Common Area consists of the outside steps, driveway and parking areas adjacent to each unit and the utility shelters, as applicable.

4. In accordance with Paragraph 3(g) of the Declaration of Tideview Estates, A Condominium, each unit has an equal undivided interest in the Common Area. In accordance with R.S.A. 356-B:23, II and R.S.A. 356-18, II, the equal undivided interests in the Common Area are reallocated as follows and Exhibit C is amended by deleting the same in its entirety and substituting the following in its place:

BR 1428860 063

EXHIBIT C
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
1	1.000
2	1.000
3	1.000
4	1.000
5	1.000
6	1.000
7	1.000
8	1.000
9	1.000
10	1.000
11	1.000
12	1.000
13	1.000
14	1.000
15	1.000
16	1.000
17	1.000
18	1.000
19	1.000
20	1.000
21	1.000
22	1.000
23	1.000
24	1.000
25	1.000
26	1.000
27	1.000
28	1.000
29	1.000
30	1.000
31	1.000
32	1.000
33	1.000
34	1.000
35	1.000
36	1.000
37	1.000
38	1.000
39	1.000
40	1.000
41	1.000
42	1.000
43	1.000
44	1.000
45	1.000

BR 1428P90064

EXHIBIT C (CONT'D)
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
46	1.000
47	1.000
48	1.000
49	1.000
50	1.000
51	1.000
52	1.000
53	1.000
54	1.000
55	1.000
56	1.000
57	1.000
58	1.000
59	1.000
60	1.000
61	1.000
62	1.000
63	1.000
64	1.000
65	1.000
66	1.000
67	1.000
68	1.000
69	1.000
70	1.000
71	1.000
72	1.000
73	1.000
74	1.000
75	1.000
76	1.000
77	1.000
78	1.000
79	1.000
80	1.000
82	1.000
84	1.000
86	1.000
88	1.000
90	1.000
92	1.000
94	1.000
96	1.000
98	1.000
100	1.000
102	1.000
104	1.000

EX-1428R0065

EXHIBIT C (CONT'D)
DESCRIPTION OF UNITS

<u>Unit Numbers</u>	<u>Percentage of Undivided Interest in the Common Area</u>
106	1.000
108	1.000
110	1.000
112	1.000
114	1.000
116	1.000
118	1.000
120	<u>1.000</u>
	100.00

BK1428PC0066

IN WITNESS WHEREOF, Declarant has caused this Sixth Amendment to be executed by its President, Edward H. Fillmore, as of the date and year first above written.

WITNESS:

JADE REALTY CORPORATION

Edward H. Fillmore

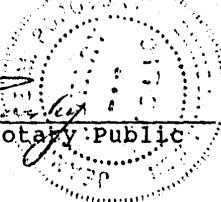
By: Edward H. Fillmore
Edward H. Fillmore
President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of December, 1988 by Edward H. Fillmore, President of Jade Realty Corporation, on behalf of the Corporation.

JEANNETTE M. POPOVSKY, Notary Public
My Commission Expires November 20, 1989

Jeannette M. Popovsky
Justice of the Peace/Notary Public



BN 1428 AC0067

2403n/12/16/88

REGISTER OF DEEDS
STRAFFORD COUNTY

CERTIFICATION OF VOTE

On April 8, 1998, pursuant to the By-laws of the Association and with notice to all unit owners as prescribed By-Laws, the unit owners of the Tideview Estates Condominium Unit Owners' Association, Shaw Lane, City of Dover, County of Strafford and State of New Hampshire, hereby consented in writing to the amendment to the By-Laws first proposed at the annual meeting held at the Dover Library April 9, 1997. The total number of units is 100. The total number of unit owners voting was 72. Said number constituting a sufficient number for amending the By-laws of the Association the following votes were taken and recorded.

1. A vote was conducted: To amend the By-Laws as provided in the attached amendment.

Voting in favor of the amendment - 72

Voting against the amendment - 0

Pursuant to Article IX of the By-Laws, the amendment was approved by the unit owners.

I, Joseph Di Rienzo, the Secretary of the Association hereby certify that the vote was conducted in accordance with the Declaration and By-laws of the Association and in compliance with the applicable New Hampshire Statutes, the proposed amendment does not affect the first mortgage holders and the above vote was taken and available for inspection upon request.

Dated: 5-27-98

Joseph Di Rienzo
Secretary
Joseph DiRienzo

Tideview Estates Condominium Association
c/o The Tischler Group, Inc.
P.O. Box 4489
Portsmouth, NH 03802-4489
Tel. (603) 436-5205

98 JUN -3 AM 9:51
REGISTER OF DEEDS
STRAFFORD COUNTY

009036

BK2011PG0474

**AMENDMENT TO
BY-LAWS OF TIDEVIEW ESTATES CONDOMINIUM**

The following paragraphs of the By-Laws of Tideview Estates, a Condominium as recorded in the Strafford County Registry of Deeds at Book 1375, Page 76_ as amended are hereby amended as follows.

ARTICLE II

Section 6. Notice of Meeting is amended by deleting the current paragraph and substituting the following:

6. Notice of Meeting. Notice of all meetings of the Unit Owners' Association shall be sent by the Secretary of the Association or his agent, to all owners of record, at least twenty-one (21) days in advance of such meeting. Said notice shall state the time, place, and purpose of the meeting and shall be sent by United States mail as designated by New Hampshire RSA 356-B:37, or as amended. An affidavit attesting that the notice was mailed to all unit owners of record and the class of mail used shall be attached to the current mailing list and be available for inspection by unit owners in attendance at the meeting. Such affidavit shall be retained as part of the meeting minutes.

END OF AMENDMENT

Executed this 27 day of May, 1998.


By: Joseph DiRienzo
President


By: Pamela Giguere
Treasurer

BK2011PG0475

STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY REGISTRY OF DEEDS

TIDEVIEW CONDOMINIUM ASSOCIATION

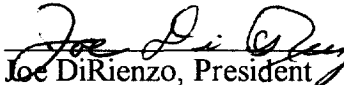
NOW COMES, the Tideview Condominium Owners Association (herein referred to as "Association"), by and through Article IX of the By-Laws of Tideview Condominium Association recorded at book ____ in the Strafford County of Registry Deeds.

AND SAID ASSOCIATION DOES HEREBY amend its Bylaws to Amend Article V, Paragraph 4 so as to add the following subparagraph:

(d) Each trash receptacle shall have a lid that shall be securely tied to the receptacle. No waste shall be placed within a receptacle unless it is contained within a City of Dover trash bag and securely tied.

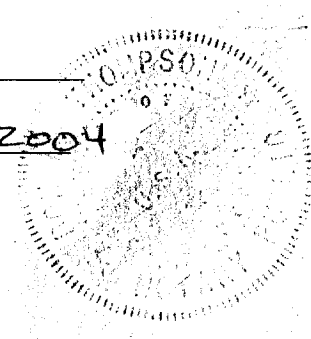
This amendment was adopted by at least sixty seven percent (67%) of the percentage common interest owned by the owners cast in person or by proxy at a meeting duly held on April 4, 2001.

TIDEVIEW CONDOMINIUM ASSOCIATION


Joe DiRienzo, President

The forgoing instrument was acknowledged before me this 4 day of June 2001, by Joe DiRienzo, President of Tideview Condominium Association, on behalf of the Association.


Notary Public
My Commission expires on 18 Aug 2004



2001 JUN 27 AM 9:01
STRAFFORD COUNTY
REGISTRY OF DEEDS

012483

BK2332PG0743

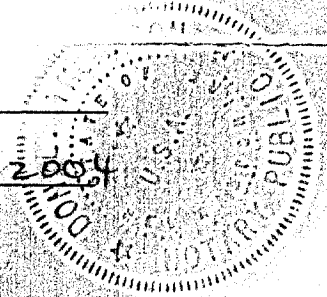
TIDEVIEW CONDOMINIUM ASSOCIATION

Mary Golden
Mary Golden, Clerk

The forgoing instrument was acknowledged before me this 4th day of JUNE 2001, by Mary Golden, Clerk, of Tideview Condominium Association, on behalf of the Association.

[Signature]
Notary Public

My Commission expires on 18 Aug 2004



BK2332PG0744

STRAFFORD COUNTY REGISTRY OF DEEDS

AMENDMENTS OF BYLAWS OF

TIDEVIEW ESTATES CONDOMINIUM ASSOCIATION

OF

DOVER, NEW HAMPSHIRE

NOW COMES, Tideview Estates Condominium Association, a New Hampshire Corporation with a usual place of business in Dover, New Hampshire, by and through the President and Treasurer of the Association, and as accompanied by the certification of vote by the Clerk of the Association, and pursuant to the authority granted to the Unit Owners by the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act):

DOES HEREBY AMEND the Bylaws of Tideview Estates Condominium Association pursuant to the requirements of the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act), as follows:

BYLAW AMENDMENT

Amend the Bylaws, Article VII, by inserting the following as new Section 4 of Article VII:

4. Master Insurance Policy Deductible Assessment.

(a) In the event of an insurance loss where the Association's deductible is excepted from any loss settlement, the Board of Directors shall assess the full deductible against the Owners and/or Unit which is the cause of the loss, and/or against the Owners and/or Units for which the insurance claim was processed or prorated in a manner to be determined by the Board of Directors.

(b) Unit Owners who have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Board of Directors, said deductible within thirty (30) days of the billing invoice or notice, or upon the Board's discretion, any such deductible contribution from the Unit Owner may be deducted from any insurance proceeds payments made by the insurer and/or the Board to the Unit Owner. If allowed, the Unit Owners may seek reimbursement of any such payments from their individual Unit insurance policies.

This amendment to the Bylaws was executed this 19th of July 2006 by:



Arthur Golden, President, Tideview Estates Condominium Association.

2006 AUG -8 PM 3:23
REGISTER OF DEEDS
STRAFFORD COUNTY

018266

BK 3416PG0225

Rebekah Hildebrandt

Rebekah Hildebrandt, Treasurer, Tideview Estates Condominium Association.

**STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD**

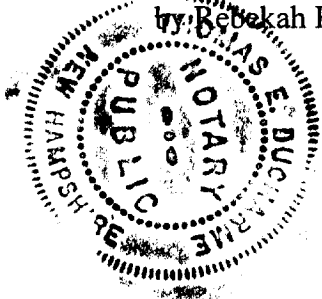


The foregoing instrument was acknowledged before me this 19th day of July 2006,
by Arthur Golden, President of Tideview Estates Condominium Association.

Thomas E. Ducharme

Notary Public - Thomas E. Ducharme
My Commission Expires: 21 December 2010

**STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD**



The foregoing instrument was acknowledged before me this 19th day of July 2006,
by Rebekah Hildebrandt, Treasurer of Tideview Estates Condominium Association.

Thomas E. Ducharme

Notary Public - Thomas E. Ducharme
My Commission Expires: 21 December 2010

CERTIFICATION OF THE SECRETARY

I, Susan Bigonia, Clerk of the Tideview Estates Condominium Association do hereby
certify that the above Bylaw Amendment was approved by an affirmative written vote of
2/3rds of the unit owners of the Tideview Estates Condominium Association and that said
vote complied with the requirements of the Bylaws for amending the Bylaws.

Date: July 19 2006

Susan Bigonia

Susan Bigonia, Clerk
Tideview Estates Condominium Association

Return to:

Evergreen Management, Inc.
17 Commerce Drive
Bedford, NH 03110-7059
603.622.7000

BK 3416PG0226