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DECLARATION OF CONDOMINIUM

PURSUANT TO NEW HAMPSHIRE REVISED STATUTES, ANNOTATED

CHAPTER 356-B

AND BY-LAWS

THE BLISS FARM,
A CONDOMINIUM COMMUNITY

ON ADAMS POND ROAD
IN DERRY

ROCKINGHAM COUNTY
NEW HAMPSHIRE

BY:

BLISS FARM PROPERTIES, INC.
RICHARD DONOVON, PRESIDENT

Dated the 15th day of APRIL, 1988.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM

BLISS FARM

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A CONDOMINIUM COMMUNITY

Declaration made this _____ day of _____, 1988, by Bliss Farm Properties, Inc., a corporation formed in New Hampshire with its offices at the Joseph Greeley House, P.O. Box 3675, Nashua, New Hampshire, which corporation hereby declares the intent to submit the land and buildings described herein, and located on Adams Pond Road in Derry, Rockingham County, New Hampshire to the Condominium form of ownership and use, in accordance with RSA 356-B [hereinafter called "The Condominium Act"].

1. The above-named corporation [hereinafter referred to as the "Declarant"] is the owner of the land described herein and of the improvements thereon by virtue of a deed dated July 22, 1987, recorded in the Rockingham County Registry of Deeds at Book 2693, Page 2552.

2. The term "Declarant" shall apply to the Corporation, and any successors and assigns, but shall not apply to purchasers of individual Residential Units.

3. References to the Condominium Act shall be stated by reference to sections of RSA 356:B.

I. DEFINITIONS

The terms used in this Declaration and the By-Laws attached shall have the meaning stated in the Condominium Act and as follows, unless the context clearly indicates a different meaning.

1. Association means the Association of Residential Unit Owners known as the Bliss Farm a Condominium Community Association. This term does not mean the Declarant, except to the extent of the Declarant's reserved right to exercise the powers of the Board of Directors of the Association, pursuant to this Declaration, the By-Laws or both, and, in such case, only to the extent of such reservation.

2. Board of Directors means the Board of Directors of the Association.

3. Common Area means the area and facilities specifically set forth by and defined in The Condominium Act at RSA 356-B:3:II, in subsection 8 herein, and in Sections III and IV of

this Declaration (sometimes referred to as "Common Area and Facilities" or "Common Facilities", where appropriate to the context), with the exception of any facility, improvement or other property which is otherwise described herein as part of a Residential Unit, which are shown on the Floor Plans to be recorded herewith, as part of the Units.

* 4. Limited Common Area means a portion of the Common Area reserved for the exclusive use of one or more of the Units and to the extent such are specifically stated as defined herein and in RSA 356-B:3.XX, such Limited Common Area shall be deemed to be within the Common Area, and treated as such, except for the specific limitations as to maintenance and use by certain Unit Owners which are set forth below. Those Limited Common Areas serving one (1) or more Units on an exclusive basis, but not all of the Units, are to be maintained by the Unit Owners so served.

5. Common Expenses means and include:

(a) Expenses of administration, maintenance, operation, repair or replacement of the Common Area and Facilities, and the Limited Common Area, except as may be otherwise set forth herein for Limited Common Area;

(b) Expenditures lawfully made or incurred by or on behalf of the Condominium Association together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of this Declaration or other Condominium instruments;

(c) Expenses declared Common Expenses by the provisions of this Declaration or the By-Laws of the Association; and

(d) Any valid charge against the Condominium as a whole.

6. Future Common Expenses means common expenses for which assessments are not yet due and payable.

7. Singular, Plural, Gender means whenever the context so permits, the use of the plural shall include the singular, the use of the singular the plural, and the use of any gender shall be deemed to include all genders.

8. Common Facilities shall include all utilities and common services, if any, and shall be treated as Common Facilities only when they are "central services" as contemplated by The Condominium Act, with the exception of the wiring, conduits and pipes which are part of any water or waste disposal

facility serving the Units, which shall be Common Facilities, whether central or not, except to the extent such facilities are located within only one Unit and service only that one Unit.

9. Condominium Parcel the Condominium Parcel is shown in its entirety on the site plan and is described in Exhibit A-1, attached hereto. As described in Exhibit A-1, it is comprised of three (3) non-contiguous parcels of land, which are collectively referred to as The Condominium Parcel.

II. DESCRIPTION OF THE LAND ON WHICH THE BUILDINGS AND IMPROVEMENTS ARE LOCATED AS REQUIRED BY RSA 356-B:16-I(c).

The Units are located in Derry, Rockingham County, New Hampshire within the area shown on the plan entitled the "Bliss Farm a Condominium Community, Adams Pond Road, Derry, New Hampshire, Scale 1" = 100'", dated July 13, 1987 and recorded in the Rockingham County Registry of Deeds as Plan #D-16704. Said land is more particularly described by metes and bounds on Exhibit A-1. Each Residential Unit is a separate building, all of which is part of that Unit.

III. DESCRIPTION AND DELINEATION OF THE UNITS AS REQUIRED BY RSA 356-B:16-I(d).

1. Address of the Unit, its area and number of rooms. The address of each Unit, its approximate area and number of rooms is set forth in proposed form on the Floor Plans and on the Site Plan to be filed herewith. The Units declared herewith are also listed on Exhibit C, attached, subject to the subsequent Declaration of Additional Units on the Convertible Lands pursuant to Article XXII.

2. Undivided Interest in the Common Area. The percentage of undivided interest in the Common Areas has been allocated equally to each Unit.

3. Materials. These Residential Units are of wood frame construction and are seated on concrete slab or foundation walls. The exteriors are of wood clapboard. The windows in all Units are standard aluminum frames and each Unit has one (1) or more aluminum sliding doors. Each Unit has one (1) or more wood exterior doors and a wood garage door.

4. Immediate access to Common Area. Each Residential Unit has immediate access to the Common Area through the Unit entrance doors and garages, which open immediately onto the Common Area.

Definition Unit

5. Boundaries:

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Each Residential Unit consists of a rectangular piece of ground which is the commensurate dimension as the foundation slab or walls of the building which is built upon it. No such building, however, except for the farmhouse building and associated barn (all part of that Unit) presently existing on the property, shall have a dimension of greater than thirty (30) feet by forty (40) feet. Proposed locations are shown on the Site Plan and proposed Unit dimensions are shown on the Floor Plans. The farmhouse referred to above is also shown and depicted on these plans in its "As Built" condition.

Each Residential Unit contains all the land area within the boundary described above, together with the air space above this area and includes all of any structure built within these boundaries, and any patio, deck, septic tank or other improvement which is attached to that structure and sits upon the Limited Common Area reserved for that Unit. Each of these Units is called a "Residential Unit" or a "Unit" as the context permits.

The design and layout of each Unit to be constructed will be determined by the Declarant who intends to use several basic floor plans, designated "The Adams", "The Poole", "The Nutfield" and "The Frost". The Declarant reserves the right to approve or construct other floor plans; but such reservation does not include the right to exceed the maximum boundaries of Units described above. Architectural details and interior layout of any Unit may vary in the Declarant's discretion.

Each Residential Unit shall have access to and the exclusive use of those Limited Common Areas shown on the Site Plan which immediately abut each Residential Unit and are further described in the Section entitled "Limited Common Areas" below.

6. Repair and Maintenance of Units:

Each Residential Unit Owner shall, at their own expense, maintain in good order and repair each structure within said Unit and all grounds and landscaping within the Unit or within the Limited Common Area specifically abutting the Unit, and designated as Limited Common Area pertaining to that Unit on the Site Plan, subject to such rules, restrictions and requirements adopted from time to time by the Community Association or, where permitted, its Board of Directors. The provisions of the preceding sentence are for the purpose of maintaining property values of the Condominium as a whole and to minimize any adverse visual impact or inconvenience to other Unit Owners. To that end, the provisions hereof are specifically enforceable to the Condominium Community Association acting

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through its Board of Directors by all available legal and equitable remedies. In the event enforcement is required and the Unit Owner is found to have failed to perform the duty described above to a reasonable minimum standard or to at least the standard established by the Condominium Community Association, all cost of enforcement (in addition to the cost of maintenance and repair of the Condominium Community Association which shall be assessable in all cases) shall be borne by the Unit Owner; it shall be a special assessment against such Unit as prescribed in RSA 356-B:45 (II); and it may be enforced by a lien against any insurance proceeds payable with respect to any damage or destruction of such Unit or any portion thereof, (subject, however, to the senior rights of holders of a mortgage on such Unit).

7. Units - Floor Plans:

As provided in RSA 356-B:20(II), a complete set of Floor Plans for each Unit will be filed with the Rockingham County Registry of Deeds. Such Floor Plans should be referred to carefully and read with the provisions of this Article III.

IV. DESCRIPTION OF THE UNDIVIDED INTERESTS IN THE COMMON AREA AND FACILITIES PERTAINING TO EACH UNIT AS REQUIRED BY RSA 356-B:16-I(g)

1. Undivided Interest in the Common Area:

The Common Area is an appurtenance to each Unit, allocated thereto as a percentage of undivided interest in the Common Areas, as described in Section V herein. No such undivided interest in the Common Area shall be deemed to be a separable or separate property interest from the Unit to which it pertains for any purpose; nor shall such undivided interest in the Common Area be separately taxed, deeded, mortgaged or otherwise hypothecated, except as an appurtenance of the Unit to which it pertains.

The undivided interest in the Common Area and Facilities shall be deemed to be conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

2. Limitations on Use:

Except as noted below, the Unit Owners of each Unit shall be entitled to use the Common Area and Facilities in accordance with their intended use. The Common Area and Facilities shall be used, owned and regulated in accordance with and subject to the provisions of this Declaration of Condominium;

its By-Laws, as now exist or as may from time to time be amended; and the Rules and Regulations, if any, promulgated pursuant to the By-Laws.

Certain portions of the Common Areas are subject to a certain Conservation Easement to the Town of Derry and the uses thereof are limited by the terms hereof and by any limitations which may in the future be placed thereon under the terms of the Conservation Easement by the Town of Derry. The Conservation Easement is set forth fully in Exhibit B. Exhibit B describes the permitted uses of the Conservation Easement and those persons other than Unit Owners who may have any use thereof.

3. Taxation of Common Area:

The Common Area so allocated is an appurtenance to each Unit and shall be taxable only as such by relevant taxing authority pursuant to RSA 356:B and shall not be deemed to the separate property of the Association for the purpose of taxation.

4. Insurance of Units:

Each Unit Owner shall, at all times, have purchased and maintained a Broad Form Fire and Multi-Peril Insurance Policy on his Unit. for at least the Full Replacement Cost thereof, such policy to be written consistently with the standards set forth in Section XVI hereof and subject to provisions of that Section.

5. Reconstruction or Repair of Damaged Units:

Subject to the rights of mortgagees of Units to the collection and application of insurance proceeds, all Units damaged by fire or other casualty shall be reconstructed or repaired by the Unit Owner and at the Unit Owner's expense, such repairs to be undertaken consistently with and subject to those standards applicable to repairs to be performed by the Condominium Community Association in Article IX herein.

V. DESCRIPTION OF THE COMMON AREA AND FACILITIES

The Common Area and Facilities include those items described below and in Section I of this Declaration.

1. The land described on Exhibit A-1, (exclusive of land which is a Unit) with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may be in force and applicable, and subject to all requirements of maintenance as set forth in this Declaration;

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2. The roads within the boundaries of the Condominium Parcel; the yards, lawns, gardens, walkways, common passageways, and other improved or unimproved areas not within the Units;

3. All areas of buildings other than Units which may in the future be part of the Condominium and all facilities, installations and improvements therein shown on the Site Plans or Floor Plans as Limited Common Area pertaining to a specific Unit or Units; and, without limiting the generality of the foregoing:

(a) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services not within a Unit; and all such facilities contained within any Unit which serve part of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Condominium Community Association for maintenance, repair and replacement thereof; all other apparatus and installations existing within the Condominium for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

(b) All installations outside the Units for services such as power, light, heat, gas and water, including all equipment appurtenant thereto, except if such installation are the property of (or are maintained by) a public utility providing such services.

(c) To the extent not otherwise described, all components of the sewer, drainage septic and water systems.

(d) To the extent that such are not owned or maintained by a public utility, all wells, pumps, storage tanks, pressure tanks, pipes and other apparatus or equipment required for or pertaining to the provisions of water, or drinking water to the Condominium; and any monitoring wells as required by the New Hampshire Water Supply and Pollution Control Commission.

(e) Installation of any other common or central services including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit.

(f) All drainage swales, head walls, dams, culverts and structures appurtenant to drainage as shown on the Site Plan.

VI. DESCRIPTION OF THE LIMITED COMMON AREA AS REQUIRED BY RSA 356-B:16-I(e)

The Limited Common Area includes the leach bed and associated pumps, chambers, pipes and other facilities for septage, the driveway access to each Unit, which shall extend

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from the boundary of the Unit to the paved road servicing the other Units in the Condominium, the yard surrounding each Unit as shown on the Site Plan and Floor Plan to be filed herewith and as further described below:

* The Limited Common Area reserved to and pertaining to each Unit is further described as that area between the front boundary of the Unit and the private road which provides access from a Town Road; plus an area of land extending twenty-five (25) feet from the side boundaries of the Unit and the sides of the front Limited Common Area; plus an area of land extending thirty-five (35) feet from the rear boundary of the Unit and the back of the side yards described above; provided, however, that if any Units shall be closer together than twice the horizontal dimensions described above the side and rear yards, the said side and/or rear yards for each Unit shall be defined by a line equi-distant between them.

* Such Limited Common Areas shall be maintained by the Unit Owner of the Unit to which it pertains, as provided above, and is reserved to the exclusive use of that Unit Owner.

Declarant reserves the right to designate certain additional areas, reserved to one or more Units, as Limited Common Areas for the purpose of gardening, horticulture or floriculture within the Conservation Easement, such areas to be delineated and designated by a subsequently recorded amendment to the Site Plan.

VII. STATEMENT OF PURPOSES AND RESTRICTIONS ON USE AS REQUIRED BY RSA 356-B:16-I(h)

The Units, Common Area and Limited Common Area shall be occupied subject to the following restrictions:

1. Except as reserved to declarant for sales offices, no Unit Owner shall occupy or use his or her Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Unit Owner and Unit Owner's family or the Unit Owner's lessees or guests. Two (2) bedroom Units shall have no more than five (5) permanent occupants and three (3) bedroom Units shall have no more than six (6) permanent occupants.

2. The Declarant shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium Units, including, but not limited to, the right to maintain a sales office in the farmhouse now on the property or in other Units; maintain model Units; utilize signs identifying Units, maintain employees in the office, use the Common Area and Facilities on the Condominium property as

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needed; and show Units for sale. All furniture, furnishings, and equipment in the model Units, signs and all items pertaining to the sales, shall not be considered part of the Common Area and Facilities and shall remain the property of the Declarant. In the event there are unsold and substantially completed Condominium Units, Declarant, as the Owner of the Condominium Units, shall contribute to the Common Expenses in the same manner as other Condominium Unit Owners and shall have a vote in the Association for each unsold Condominium Unit. Substantially completed shall mean such a state of construction and installation as shall enable the Derry Building Inspector to issue a Certificate of Occupancy.

3. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance for the Common Area without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Area which will result in the cancelation of insurance of any Unit or any part of the Common Area or which would be in violation of any law. No waste will be permitted in the Common Area.

4. No sign of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors, except for For Sale or Lease signs of Declarant and promotional Office and Model Unit signs of Declarant, or both. Any such sign shall in all cases conform to the Town of Derry sign ordinance.

5. Neither noxious or offensive activities shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners.

6. Insofar as may be necessary, the Declarant and any contractor, sub-contractor or other person that Declarant may designate shall have the right to ingress and egress over, upon, across and through the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary and incident to construction, development and sale of the Condominium Units.

7. No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of any of the buildings without the written permission of the Board of Directors. Such permission shall not be unreasonably withheld; but the discretion herein described shall be used in such manner as to preserve the architectural integrity and value of the Units and the Condominium as a whole.

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8. Entire Units may be rented, provided the occupancy is only by the Lessee and Lessee's family and guests. No room may be rented separately. No Units may be rented for less than thirty (30) days.

9. No subdivision of any Unit shall be allowed.

10. In order to preserve the architectural coherence and integrity of the Units, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or feature shall be erected or placed upon or attached to any Unit or any part thereof, and no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light or other exterior hardware, exterior door, or for frames shall be made, and no painting or other decorations shall be done on any exterior part or exterior surface of any Unit or on the exterior surface of any window, without the prior written consent of the Board of Directors. In this regard only substantial or significant changes to or reduction of landscaping of a Unit on the Limited Common Area pertaining thereto shall require such approval.

11. All garbage and trash containers and bottle gas tanks, if any, must be placed so that they shall not be readily visible from the adjoining Units or from the private road.

12. Clothing shall not be aired or hung to dry on any form of clothesline except in the rear yard of the Limited Common Area pertaining to a Unit and on portable type clotheslines, provided the use of said clothesline does not create an unsightly appearance.

13. No mobile home, trailer or other similar vehicle or structure used as a residence shall be erected, placed or caused to remain upon the Common Area.

14. No unregistered motor vehicle of any type shall be allowed to remain exposed on the Common Area, and no vehicle larger than a "pickup" truck shall be parked, kept, garaged or stored on the Common Area, without the written consent of the Board of Directors.

15. No off-road vehicles, including but not limited to snow mobiles, dirt bikes or other similar vehicles shall be used or stored on the Common Area (or the Limited Common Areas); except that storage thereof, or for boats, may occur in the rear yard of the Unit if such does not create an unsightly appearance to any neighboring Unit and is not visible from the private road.

16. No junk shall be allowed to remain on the Common Area.

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17. No dogs, wild animals, livestock, poultry, bird or reptile of any kind shall be raised, bred, or kept in any Unit or in the Common Area and Facilities, without the express written permission of the Board of Directors. No animal shall be allowed to run free on the Common Area. If any allowed animal is kept by any Unit Owner, the Unit Owner shall see to it that the animal does not soil the Common Area and shall see to, and be liable for, removing from the Common Area any debris or waste of such animal. The Board of Directors shall not grant permission for the keeping of other than small household dogs, cats, caged birds or pets not required to be placed or kept outside the Unit.

18. There shall be no obstructions of the Common Area and Facilities or Limited Common Area. Except in the case of a temporary storage shed, required because of reconstruction or repair of a Unit, nothing shall be stored in or upon the Common Area and Facilities or in the Limited Common Area without the prior consent of the Board of Directors. Satellite Dishes shall not be permitted.

19. A fence of the same type and quality of material as that used on the exterior of the building may, with the permission of the Board of Directors, be permitted to enclose the Limited Common Area, except for the driveway or any portion thereof in the front or on the sideline of a Unit.

20. No noxious or offensive activities shall be carried on in any Unit, or in the Common Area and Facilities or Limited Common Area, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners.

21. There shall be no violation of these restrictions concerning the use of the Units and Common Area or the Rules and Regulations of the Condominium adopted by the Board of Directors and furnished in writing to the Unit Owners; and the Board of Directors are authorized to adopt such Rules and Regulations. The initial Rules and Regulations are attached hereto as Exhibit C.

VIII. AGENT FOR SERVICE OF PROCESS

Until such time as the Declarant transfers the right and responsibility to elect a Board of Directors to the Unit Owners, as provided in the By-Laws, the name and address of the person in New Hampshire for the service of process in matters pertaining to the Condominium is: Richard Donovan, Joseph Greely House, P.O. Box 3675, Nashua, New Hampshire; thereafter the person to receive service of process shall be any member of the Board of Directors or Manager residing in Rockingham County. If no member of the Board of Directors or Manager resides in Rockingham County, the

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person to receive service of process shall be designated by formal amendment to this Declaration which shall be recorded at the Rockingham County Registry of Deeds.

IX. RECONSTRUCTION OR REPAIR AFTER CASUALTY AND VOTING REQUIREMENTS IN THE EVENT OF DAMAGE OR DESTRUCTION, AS REQUIRED BY RSA 356-B:16-1(1)

1. Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by fire or casualty, whether it shall be reconstructed or repaired shall be determined in the following manner, with such reconstruction or repair to begin as soon as practicable, but in no event later than thirty (30) days after such damage or destruction unless otherwise specified:

(a) Common Area and Facilities. If the damaged improvement is a Common Area or Facility, and not a Unit or a portion of a Unit, the damaged property shall be reconstructed or repaired.

(b) Units.

1. Partial Destruction. If the damaged improvement is a Unit (or Units) and such damaged improvement is found by the Board of Directors of the Association to be habitable, the damaged property shall be reconstructed or repaired by the Unit Owner, with construction to begin as soon as practicable, but in no event later than sixty (60) days after the casualty or destruction.

2. Total Destruction. If the damaged improvement is a Unit (or Units) which is found by said Board of Directors to be uninhabitable, the damaged property shall be reconstructed or repaired by the Unit Owner, unless within sixty (60) days after the fire or casualty, the mortgagee of the Unit elects to apply the insurance proceeds to reduce the mortgage debt. In such case the Unit Owner shall have an additional thirty (30) days to commence such reconstruction or repair. In the event no such action is taken after the expiration of any time period specified herein or in the preceding paragraph or within any extension hereof granted by the Board of Directors and subject to reasonable conditions they shall impose, the Community Association may, in the discretion of the Board of Directors, demolish the destroyed Unit and take such steps as shall be necessary to reduce or abate unsightly or dangerous conditions within the Unit or the Limited Common Area. Any such actions shall be undertaken at the owner's expense in the same manner as repairs required of a Unit Owner in Section IV (5) herein.

All repairs required of Unit Owners herein shall be completed as soon as practicable but in no event later than one (1) year after the date of the loss.

2. Emergency Repairs. The Board of Directors may perform emergency work essential to the preservation and safety of persons or of a damaged improvement or Unit, or required to avoid the suspension of any essential services to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building with regard to the exterior appearance, size, dimensions and its relation to all portions of the Common Area, or Limited Common Area, or otherwise in accordance with plans and specifications approved by the Board of Directors of the Association.

4. Responsibility. If the damage is only to a Unit, or to improvements on the Limited Common Area pertaining thereto, then the Unit Owner shall be responsible for and pay the costs of such reconstruction and repair. In all other instances, the responsibility and cost of such reconstruction and repair shall be that of the Association (except for those items which are deemed to be a Unit Owner's separate property or a part of a Unit or a Limited Common Area for which a Unit Owner has the responsibility of maintenance and repair).

5. Estimate of Costs. Immediately after determination to rebuild or repair damaged property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair, from an independent appraiser.

6. Assessments. If the proceeds of insurance are not sufficient to defray the estimate cost of reconstruction and repair required of the Association, on the basis of the independent appraisal, or upon completion of reconstruction and repair; or if the funds for the payment of the cost thereof are insufficient and exceed the sum of available insurance proceeds, then the Board of Directors shall assess, levy or charge all Unit Owners, as a Common Expense, the amount estimated to repair or restore the Common Area and Facilities in excess of the insurance proceeds available therefor.

7. Construction Funds. If a Unit is damaged, the Unit Owner shall provide funds for the cost of reconstruction or repair, no insurance on the Unit being carried by the Association. If the damaged property is insured by the Association, the funds for payment of costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

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(a) The insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association, shall be paid to, held, and disbursed by the Treasurer of the Association and the Association shall hold the sums.

(b) The proceeds of insurance collected on account of fire or casualty and the sums collected from Unit Owners as assessments on account of such fire or casualty shall constitute a construction fund from which the Association shall disburse in payment for costs of reconstruction or repair in the following manner:

(i) If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association, is less than Fifteen Thousand and 00/100 Dollars (\$15,000.00), then the construction funds shall be disbursed in payment of such costs upon the order of the Treasurer of the Association; provided, however, that upon request by a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

(ii) If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than Fifteen Thousand and 00/100 Dollars (\$15,000.00), then the construction funds shall be disbursed by the Treasurer of the Association, after approval by the Board of Directors of the Association, and upon approval of any mortgagee requesting notice of such payments, but only after review of an architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work.

(c) If there shall have been repair or restoration pursuant to the foregoing provisions of this Section and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided into separate shares for the Unit Owners and their respective mortgagees, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Area and Facilities and shall then be paid over to each such Unit Owner and their respective mortgagees in proportion to the undivided interest in the Common Area appurtenant to each Unit.

8. Eminent Domain. In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of this Section shall apply as if the taking were a

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casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Area and Facilities, particular Units, or both, such allocations shall be used in allocating the proceeds. Time limitations herein shall run from the time an award of eminent domain proceeds is made.

X. EASEMENTS

Easements are reserved to the Condominium as may be required for utility services or otherwise in order to adequately serve the Condominium property; provided, however, any such easements through a Unit shall be according to the plans and specifications for the building or as the building is constructed, unless approved in writing by the Unit Owner. None of the rights and obligations of the Unit Owner created herein, or by the deed creating the Condominium, shall be altered in any way by encroachments due to a settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of a Unit Owner or Unit Owners if said encroachment occurred during the willful conduct of said Unit Owner or Unit Owners.

Declarant further reserves the right to grant easements to others through over or under the Condominium property for public utilities; provided that no such easement shall damage a Unit or (without repair or replacement) improvements to the Limited Common Area pertaining to a Unit.

Declarant further reserves the right to grant to, or develop with, others the subsurface waters of the Condominium property so as to provide potable water to the Condominium or, so long as the supply thereof is deemed adequate under applicable governmental regulations, to others.

Declarant has further granted the Conservation Easement to the Town of Derry more fully described on Exhibit B.

XI. CHANGES IN PRICE - ALTERATION OF UNIT PLANS

To meet the particular requirements of prospective purchasers or to allow for the changes in price of labor and material, and for other reasons, the Declarant reserves the right, so long as it is the Owner of any unsold units, to change the price of any such Units. No change in price of a Unit,

however, will vary the estimated annual common charges for the Unit or its percentage of interest in the Common Area and Facilities or its membership in the Association.

The Declarant also reserves the right to change the design and arrangement of any Unit, so long as it owns the Unit so altered. Such change shall neither increase the number of Units nor alter the boundaries of the Common Area. Any such change shall, if required, be reflected by an amendment to this Declaration which may be executed by the Declarant alone, notwithstanding the provisions of Section XII of this Declaration.

XII. AMENDMENTS

This Declaration of Condominium and the By-Laws of the Bliss Farm Condominium Community Association, except as otherwise provided herein, may be amended by a vote in accordance with the By-Laws and by an instrument in writing signed, acknowledged and recorded as provided by RSA 356-B:34, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire, subject to the following:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. Pro viso. No amendment shall discriminate against any Unit Owner, unless the Unit Owner affected shall consent; and no amendment shall change any Unit (except as provided in Section XI above) or the share of the Common Area or Facilities appurtenant to it (except as is permitted to convert Convertible Land pursuant to RSA 356-B:23), or increase Unit Owner's share in the Common Area and Facilities, unless all the record Owners of the Units concerned, and all the record Owners of mortgages thereon, shall join in the execution of the amendment; provided, however, that anyone dealing with the Association or attempting to establish title to a particular Unit, in the absence of actual knowledge of discrimination on the part of the Condominium Association, may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the Rockingham County Registry of Deeds, if said amendment is signed, acknowledged and recorded in compliance with this section of the Declaration. No amendment of this Declaration shall make any change in the section entitled "Insurance" or in the section entitled "Reconstruction or Repair After Casualty and Voting Requirements in the Event of Damage or Destruction" or change the allocation to any Unit or the undivided interest in the Common

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Area (except as provided in Section XXII herein), unless all the Unit Owners and all the record Owners of mortgages on Units in the Condominium shall join in the execution of the amendment.

XXII. MAINTENANCE, ALTERATION, IMPROVEMENT AND MANAGEMENT

Responsibility for the maintenance of the Condominium and restrictions upon the alteration and improvements thereof shall be as follows:

1. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace at his or her expense all portions of his or her Unit and the Limited Common Area and Facilities pertaining thereto, if any;

(b) To pay any commonly allocated costs and expenses as provided in Section XIV of this Declaration; and

(c) To promptly report any defect or need for repairs, the responsibility for remedying of which is that of the Association.

2. By the Association. The Board of Directors shall maintain, repair and replace:

(a) All portions of the Common Area and Facilities not included within the Unit, as described in Section V and except for Limited Common Areas pertaining to a Unit (except for leach beds and other septage facilities which shall be maintained by the Association but at the expense of the users thereof). All such repairs shall be at the Association's expense, except as hereinafter set forth;

(b) All incidental damage caused to a Unit by such work, with repairs to be performed promptly at the expense of the Association.

3. Maintenance and Monitoring required by certain approvals.

(a) The Association shall be responsible for complying with the conditions of approval of the following permits on record with the Town of Derry.

(1) Groundwater Permit No. GWP 8703-02D issued March 17, 1987, by N.H. Water Supply and Pollution Control Commission;

(2) Dredge and fill permit #WDT-P-1147 issued March 3, 1987, by N.H. Wetlands Board Commission; and

(3) Site Plan Approval of the Town of Derry.

(b) In accordance with these permits and approvals, the Association shall be responsible for the following:

(1) To reapply to the N.H. Water Supply and Pollution Control Commission, or its successor, within five (5) years of approval of groundwater permit No. GWP 8703-02D not later than March 16, 1991;

(2) To comply with the ongoing conditions of approval of groundwater permit NO. GWP 8703-02D;

(3) To maintain the community septic system, including grinder or pressure pumps, pumps, pumps and appurtenant structures access roads, pipes, and any other facilities (other than individual septic tanks, which are deemed part of the Unit) related to the disposal of sewerage;

(4) To maintain all pumps, wells, wiring, pipes, pressure tanks, storage tanks or other equipment or fixtures required to provide water to the Units or to any Common Area or Facility;

(5) To maintain, replace or repair all paved roads within the Condominium Community; to maintain all drainage swales, catch basins, retention ponds or other drainage facilities shown on the Site Plan.

(c) The Condominium Community Association shall maintain at all times adequate current funds to conduct any required maintenance set forth above; and further maintain reserve accounts for capital expenditures reasonably expected on account thereof. The reserve accounts are to be segregated from other accounts and are to be funded by annual assessments, based upon the current or anticipated cost of such capital repairs or replacement amortized over the expected useful life of any such capital equipment.

4. Common Area, Alteration and Improvement. After completion of the improvements included within the Common Area which are contemplated by this Declaration or performed by Declarant, there shall be no alteration nor further improvements of the Common Area without prior approval in writing by the record Unit Owners of seventy-five percent (75%) of the Units; provided, however, that any alteration or improvements of the Common Area bearing the approval in writing of fifty percent

(50%) or more but less than seventy-five percent (75%) of the Unit Owners, which does not interfere with the rights of any non-approving Unit Owners, may be done if the Unit Owner who do not approve are relieved from the cost thereof. Such costs shall be assessed to the consenting Unit Owners in the shares which their shares in the Common Area bear to each other.

5. Maintenance and Management Contract. Specifically reserved to the Declarant or the Board of Directors of the Condominium Community Association, as the case may be, is the authority to enter into a management and maintenance contract with a qualified management or maintenance service organization providing for the maintenance and repair services contemplated by this Section of the Declaration and further providing for the general management of the Condominium.

XIV. ASSESSMENTS

1. Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common surplus, such shares being the same as the undivided share in the Common Area which is appurtenant to the Unit owned by him, as set forth in Section IV; provided, however that if a Unit is declared to be uninhabitable by the Board of Directors on account of fire or casualty covered by the Association insurance policy and it remains uninhabitable for a period exceeding sixty (60) days, the Common Expense attributable to such Unit may be abated by the Board of Directors in its sole discretion, until such Unit is determined to be habitable by the Board of Directors. During such period of abatement, if any, the Common Expense attributable to such Unit shall be pro-rated and borne by the remaining habitable Units in accordance with its proportionate share of the Common Expenses.

2. Commonly Allocated Costs and Expenses. The Unit Owners shall share equally, the costs of the following:

(a) Insurance: Fire and liability insurance shall be carried on any building which is part of the Common Area in an amount equal to the full replacement value of the building. Public liability insurance shall be carried covering the Condominium Community Association Common Areas in the amount set forth in the By-Laws.

(b) Real Estate Taxes: Real estate taxes shall be shared, until such time as the tax assessor for the Town of Derry shall make individual assessments for each Unit. Any purchaser of a Unit shall be responsible for a pro rate share of the real estate taxes associated with the Unit, which shall be payable at the time that such assessment is made or at the time of purchase, whichever occurs last.

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(c) Other Expenses: Any other expenses incurred by the Association for common expenses as more fully described herein or in the By-Laws. Specifically included herein is the expense associated with the cost of maintenance and repair of leach beds and common septic facilities.

3. Interest Application of Payment. Assessments or Special Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid within ten (10) days after the date when due, shall bear interest at the rate of three (3%) percent, per month, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment.

4. Lien for Assessment. The lien for unpaid assessments, as provided in RSA 356-B:46, shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien.

5. Rental Pending Foreclosure. In any foreclosure of a lien for assessment, as provided by said RSA 356-B:46, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same in the event that such Unit Owner continues to occupy such Unit after notice of foreclosure is issued.

6. Mortgagees. Any mortgagee which acquires its title as a result of a foreclosure or conveyance in lieu of foreclosure on a Unit, shall be liable for the payment of any assessment.

XV. ASSOCIATION

The operation of the Condominium shall be by an unincorporated Association. This Section of the Declaration shall be deemed the Articles of Agreement thereof; and a verified copy of this Section may be filed as appropriate with the New Hampshire Department of State or any other entity or body.

The Association shall have all of the powers and duties as set forth in the Condominium Act, except as limited by this Declaration and the By-Laws, and shall have all of the powers and duties reasonably necessary to operate the Condominium as set forth in the Declaration and the By-Laws, as they may be amended from time to time.

1. Membership in the Association:

(a) Qualification. The members of the Association shall consist of all of the record Owners of the Units.

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(b) Change of Membership. Membership in the Association shall be established by recording in the Registry of Deeds for Rockingham County, New Hampshire, a deed establishing record title to a Unit in the Condominium. The Buyer shall deliver to the Board of Directors of the Association a photostatic copy of the Unit Deed together with a copy of any first mortgage thereon showing the book, page and time of the recording of the deed in the Rockingham County Registry of Deeds. The Board of Directors shall keep such photostatic copy on file as evidence of the grantee's membership in the Association for all purposes, rights and obligations as set forth in this Declaration and By-Laws. The Unit Owner designated by such instrument shall thereby become a member of the Association. At such time the membership of the prior Unit Owner shall be thereby terminated.

(c) Voting Rights. A member of the Association shall be entitled to cast a vote for each Unit owned in the percentage attributed to each Unit in Section IV. Where there is more than one record Unit Owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The Declarant shall be entitled to vote with respect to any Unit owned by the Declarant.

(d) Restraint upon Assignment of Shares in the Community Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

(e) Proxy. Members may vote at all meetings by written proxy delivered to the Board of Directors.

2. Board of Directors. The affairs of the Association shall be conducted by the Board of Directors who shall be designated in the manner provided in the By-Laws.

3. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed in connection with any proceeding to which they may be a party or in which they may become involved, by reason of their being or having been a Director or officer of the Association, or any settlement thereof, whether or not they are a Director or officer at such time the expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnification herein shall apply only when the

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Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

4. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

5. By-Laws. The By-Laws of the Association shall be in the form attached hereto as Appendix A.

6. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration of Condominium and the By-Laws.

XVI. INSURANCE

The Board of Directors shall obtain and maintain at all times, on behalf of the Unit Owners' Association, REPLACEMENT COST MULTI-PERIL insurance which shall include:

1. A master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of any buildings or structures within the Condominium, or part thereof, which are part of the Common Area; and

2. A master liability policy, in an amount specified in the By-Laws, covering the Unit Owner's Association, the Board of Directors, if any, the Managing Agent, if any, all persons acting or who may come to act as agent or employees of any of the foregoing with respect to the Condominium, and all Unit Owners and other person entitled to occupy any Unit or other portion of the Condominium.

The Board of Directors shall issue to any person making a written request, a certificate of insurance coverage within seven (7) days of such request.

In addition, the Board of Directors may obtain and maintain other insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominiums of similar construction, design and use.

Any policies of insurance (including Unit Owner's policies) to the extent that the following endorsements are available, shall provide that:

(1) All policies shall be written with a company licensed to do business in the State of New Hampshire and shall provide for standard mortgagee endorsements for Unit mortgagees and cross liability endorsements for the Condominium Community Association.

(2) Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense.

(3) Exclusive authority to adjust losses under the Association's policies in force from time to time shall be vested in the Board of Directors or its authorized representative.

(4) In no event shall the insurance coverage obtained and maintained by the Board of Directors be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

(5) As provided above, each Unit Owner shall maintain a multi-peril and comprehensive general liability policy covering the Full Replacement Cost of the Unit and the improvements on the Limited Common Area pertaining to his or her Unit. Each Unit Owner may obtain additional insurance at his or her own expense; provided, however, that no Unit Owner shall maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Unit Owners, may realize under any insurance policy which the Board of Directors may have in force on the Condominium at any particular time.

(6) Each Unit Owner shall maintain their own insurance policy on personal property contained in the Unit or on the Limited Common Area pertaining thereto.

NOTICE: UNIT OWNERS ARE URGED TO ASCERTAIN THAT THEIR INDIVIDUAL INSURANCE COVERAGE INCLUDES PROVISION FOR THE UNIT AND ALL ADDITIONS AND ALTERATIONS, AND PHYSICAL ASPECTS OF THE UNIT AND TO SEE THAT ALL SUCH UNIT OWNER POLICIES CONTAIN A "LOSS ASSESSMENT" ENDORSEMENT.

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(7) Upon obtaining individual insurance policies covering any portion of the property other than the Unit or personal property belonging to such Unit Owner, each Unit Owner shall be required to file a copy of such individual insurance policies or policies with the Board of Directors within thirty (30) days of such insurance.

(8) All insured shall be required to make every effort to secure a Master Policy that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, and other Unit Owners of their respective servants, agents and guests;

(b) That the policy cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more other Unit Owners, or without at least ten (10) days written notice to the prospective mortgagees of the Units;

(c) That the policy cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without a prior demand in writing that the Board of Directors or Manager cure the defect; and

(d) That any "no other insurance" clause in the policy exclude individual owners' policies from consideration.

(9) The annual insurance review which the Board of Directors is required to conduct as provided in the By-Laws shall include an appraisal of the improvements in the Condominium by a representative of the insurance agent writing the policy.

(10) Notwithstanding any provisions to the contrary herein contained, the policy shall cover all parts of any buildings which are part of the Common Area, including fixtures, and including those parts of any such buildings which are customarily insured as part of a building (i.e. walls, ceilings, floor coverings and light fixtures) under fire and multi-peril policies issued in the State of New Hampshire.

(11) All holders of first mortgages of Units shall receive at least ten (10) days prior written notice of any lapse, cancellation or material modification of the policies insuring the Condominium.

XVII. PARTITION

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There shall be no judicial partition of the Condominium or any part thereof, nor shall the Declarant or any person acquiring any interest in the Condominium or any part thereof seek any judicial partition, until the happening of the conditions set forth in Section IX of this Declaration, in the case of damage or destruction, or unless the property has been removed from the provisions of The Condominium Act as provided in RSA 356-B:34; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit, nor shall it subdivide any Unit.

XVIII. INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a condominium. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XIX. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability or any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

XX. EFFECTIVE DATE

This Declaration shall take effect upon recording.

XXI. RIGHTS OF MORTGAGEES

1. Notice. To the extent that any provision hereof requires the consent of a mortgagee of a Unit, notice of the meeting shall be given to such mortgagee prior to such action being taken in the same form and manner as notice is given to Unit Owners.

2. Qualification for Secondary Market. Notwithstanding anything to the contrary elsewhere in the Condominium Declaration and By-Laws, the following provisions shall govern and be applicable insofar and for so long as the same are

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required in order to qualify mortgages of Units in the Condominium, for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto:

Upon written request to the Association, identifying the Unit Owner and Unit and 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 receive written notice of any of the following occurrences within seven (7) days of the date the request is received:

(a) Any condemnation loss or 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 the Owner of the Unit subject to such first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; and

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

3. In addition, and notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the Association shall, upon written request of any institutional first mortgagee of a Unit, or their assigns, render the following written warranties which shall be binding upon the Association:

(a) That as far as is known to the Association, the Condominium has been created and is existing in full compliance with applicable laws of the State of New Hampshire and the Town of Derry;

(b) That any such mortgagee or its assigns may take title to a Condominium Unit pursuant to the power of sale in its mortgage, or accept a deed or assignment of title in lieu of foreclosure, or sell or lease a Unit so acquired by said mortgagee;

(c) That any said mortgagee acquiring or succeeding to title in any said Unit in the manner set forth above shall not be liable for unpaid assessments or fees accruing prior to said mortgagee's taking or succeeding to a Unit Owner's title;

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- (d) That except as provided by RSA 356:B-34, in case of condemnation or substantial loss of the Units and/or Common Area, unless all of the first mortgagees or Owners of Units shall have given their prior written approval, the Association shall not by act or omission seek to abandon or terminate the Condominium; nor change the pro rata share of interest or obligations of any Units for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership to each Unit in the Common Area; nor partition or subdivide, encumber, sell or transfer the Common Area, except for easements for public utilities and public services consistent with the intended use of the Common Area; nor hazard insurance proceeds for losses to the Condominium for other than repair, replacement or re-construction of the Condominium;
- (e) That all taxes, assessments and charges which are due and payable have been paid and are assessed on individual Units and not on the Common Area separately from Units;
- (f) That no provision of the Condominium documents gives a Unit Owner or other party priority over a first mortgagee in case of a distribution of insurance proceeds or condemnation awards with regard to any Unit or Common Area;
- (g) That all improvements to the Condominium are included within the Common Area and each Unit and the first mortgagee thereof has an equivalent undivided interest in such Common Area and that all such improvements have been installed, completed and are in operation;
- (h) That, if such be true, 90%, or some lesser percentage, of the Units constructed at any time have been sold to bona fide purchasers or are under binding contract to subsequent purchasers;
- (i) That, if such be true, 70%, or some lesser percentage of the Units are owned by individuals for use as primary year-round residences.
- (j) That Condominium assessments include adequate reserves for repair of the Common Area and Facilities and are payable monthly;
- (k) That any management contract or other agreement with the Declarant has a term not exceeding three (3) years and may be terminated by either party without cause or penalty upon ninety (90) days written notice to the other party; and

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(1) That, if such be true, no default of the Unit Owner's obligations to the Association exists with regard to a Unit, or has arisen within the sixty (60) day period prior to the request for such information, which remains uncured as of the date of certification of such fact by the Association; or, if any, such default exists, the nature and status thereof.

The Declarant is empowered to render this certificate on behalf of the Association until such time as the Association assumes the management of the Condominium pursuant to the By-Laws; and the Association, during such time, irrevocably appoints said Declarant as its true and lawful attorney in fact for the purpose of execution and delivery of such certificate.

4. Eligible mortgage holders shall also have the following rights:

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by all eligible mortgage holders;

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property requires the approval of all eligible mortgage holders;

(c) No reallocation of interest in the Common Area resulting from a partial condemnation or partial destruction may be effected without the prior written approval of eligible holders holding mortgages on the remaining Unit whether existing in whole or in part; and

(d) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity become an eligible mortgage holder or eligible insurer or guarantor at the time or later, any decision to establish self-management by the Association shall require the prior consent of the Unit Owners of both Units and the approval of all eligible mortgage holders.

XXII. CONVERSION OF CONVERTIBLE LANDS

As required by RSA 356-B:16 (II) the following describes the Convertible Land in the Condominium and the Declarant's rights therein:

1. A legal description of the Convertible Land, by metes and bounds is attached hereto as Exhibits A-2 through A-4.

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2. Reference is made to the Convertible Lands shown on the Site Plan. As to each phase, the maximum number of Units which can be created thereon is indicated. The maximum number of Units which can be created in Phases 1 through 3 is 105.

3. All Convertible Lands shall be restricted to those uses set forth in Article VII of the Declaration.

4. All structures erected on the Convertible Lands shall be compatible with structures on the remaining submitted land to the extent that they shall be single-family detached Units of similar quality of construction. Declarant reserves the right, however, to modify floor plans, the square footage of Units, principal materials and architectural style of any such structures built on the Convertible Lands.

5. Units created on the Convertible Lands may be substantially identical to Units on the remaining submitted land; provided, however, that Declarant reserves the right to build Units which have full basements, with garages under, or fill basements with finished rooms; to vary exterior finish by adding brick veneer to all or part thereof; to add wooden decks thereto; to vary the architectural style of the Units, if such will not diminish the value of Units already constructed; and to build Units with only one (1) bedroom with a resulting diminution of total square footage of such one (1) bedroom Units.

6. The Declarant reserves the right to create Limited Common Areas within the Convertible Lands which are substantially similar to those Limited Common Areas described in Article V herein.

7. In connection with the conversion of the Convertible Lands the Declarant reserves the right to record amendments to this Declaration and to re-allocate the undivided interests of all Units in the Common Areas, from time to time, and without the further consent of any Unit Owner or of the Association, in the manner set forth in RSA 356-B:18 and 356-B:23, respectively.

XXIII. GENERAL

All of the rights and interests of Declarant in these premises are hereby merged herein and are subject to the terms hereof.

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IN WITNESS WHEREOF, the undersigned has placed his hand and seal on the date and year first above written.

BLISS FARM PROPERTIES, INC.

Lucille B. Merrill
Witness

By: [Signature]
Richard Donovan, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

On this the 15th day of April, 1988,
personally appeared the above-named Richard Donovan, and
acknowledged the foregoing to be his free act and deed and for
the purposes and in the capacity therein stated.

Before me,

Lucille B. Merrill
Justice of the Peace/Notary Public

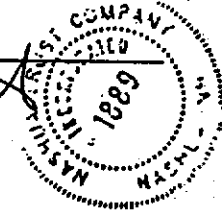
JOINDER

The undersigned, a duly authorized officer of the Nashua Trust Company of Nashua, New Hampshire, hereby, and on behalf of the Nashua Trust Company, joins in the execution of this Declaration of Condominium, as the first mortgagee thereof, by virtue of a certain first mortgage from the above declarant dated July 22, 1987 and recorded at Volume 2693, Page 2574, of the Rockingham County Registry of Deeds, for the purpose of consenting to the recording and legal effect of this Condominium Declaration and to the submission of the mortgaged premises, or part thereof, to the provisions of New Hampshire RSA 356-B as set forth herein and in the By-Laws attached hereto. This Joinder also pertains to the Collateral Assignment of Lease and Rents and the Financing Statement recorded at Volume 2693, Page 2574 and Volume 2693, Volume 2581 at said Registry, respectively.

Dated April 15, 1988 by a duly authorized officer, on behalf of the Corporation. 812735 P1233

NASHUA TRUST COMPANY

By: David L. Smith
Duly Authorized
Vice President



STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY

Personally appeared the above-named David L. Smith as the duly authorized officer of the Nashua Trust Company and acknowledged the foregoing instrument to be the free act and deed of the aforesaid Nashua Trust Company.

Before me,

Pt. 3. Allen
Justice of the Peace/Notary Public

PETER ALLEN
Notary Commission Expires 1989



JOINDER

The undersigned, a duly authorized general partner of the Blissful Acres Partnership of Nashua, New Hampshire, hereby, and on behalf of the Blissful Acres Partnership, joins in the execution of this Declaration of Condominium, as the second mortgagee thereof, by virtue of a certain mortgage from the above declarant dated July 22, 1987 and recorded at Volume 2693, Page 2586, of the Rockingham County Registry of Deeds, for the purpose of consenting to the recording and legal effect of this Condominium Declaration and to the submission of the mortgaged premises, or part thereof, to the provisions of New Hampshire RSA 356-B as set forth herein and in the By-Laws attached hereto.

Dated this 15th day of April, 1988, by a general partner duly authorized.

BLISSFUL ACRES PARTNERSHP

By: [Signature]
General Partner

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY

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Personally appeared the above-named Richard Downer
as a general partner for the Blissful Acres Partnership, and
acknowledged the foregoing instrument to be the free act and deed
of the aforesaid the Blissful Acres Partnership.

Before me,

Lucille B. Merrill
Justice of the Peace/Notary Public

Three certain parcels of land located in Derry and shown on Plan entitled "Poole Farm in Derry, N.H., prepared for Richardson Properties, Inc." prepared by Donald E. Duval LLS (five sheets) dated October 16, 1986 and recorded in the Rockingham County Registry of Deeds. Said Parcels are bounded and described as follows:

PARCEL I - LOT 0967

Beginning at a point on the easterly side of Adams Pond Road at the southwest corner of the within conveyed parcel; thence S 86-20-37 E a distance of 118.83 feet along a stone wall to a drill hole; thence S 85-28-19 E a distance of 217.11 feet still along said stone wall to another drill hole; thence S 85-00-24 E a distance of 86.32 feet still along said stone wall to a drill hole; thence S 84-15-41 E a distance of 194.58 feet still along said stone wall to another drill hole; thence S 84-59-55 E a distance of 198.92 feet still along said stone wall to another drill hole; thence S 84-23-59 E a distance of 203.97 feet to a drill hole in another stone wall; thence S 84-10-24 E a distance of 145.52 feet along said stone wall to a drill hole; thence S 81-55-14 E a distance of 347.81 feet still along said stone wall to another drill hole; thence S 83-03-29 E a distance of 218.93 feet still along said stone wall to another drill hole; thence S 86-40-19 E a distance of 327.37 feet to a drill hole in another stone wall to another drill hole; thence S 87-50-36 E a distance of 145.35 feet along to another drill hole; thence S 83-56-40 E a distance of 44.44 feet still along said stone wall to another drill hole; thence S 85-58-33 E a distance of 422.87 feet to another drill hole; thence S 81-27-17 E a distance of 200.29 feet to another drill hole; thence S 79-14-29 E a distance of 134.97 feet along a stone wall to another drill hole; thence S 85-09-05 E a distance of 511.91 feet to a point; thence S 84-15-39 E a distance of 81.89 feet to an iron pipe on the westerly side of Olesen Road; thence N 05-12-23 E a distance of 143.67 feet along a stone wall to a drill hole; thence N 08-12-25 E a distance of 78.76 feet still along said stone wall to a drill hole; thence N 04-56-17 E a distance of 71.58 feet still along said stone wall to another drill hole; thence N 06-23-51 E a distance of 131.96 feet still along said stone wall to another drill hole; thence N 04-48-57 E a distance of 130.97 feet still along said stone wall to another drill hole; thence N 03-07-06 E a distance of 89.24 feet still along said stone wall to another drill hole; thence N 05-54-01 E a distance of 118.95 feet still along said stone wall to another drill hole; thence N 84-52-38 W a distance of 257.80 feet along another stone wall to a drill hole; thence N 79-53-41 W a distance of 137.88 feet still along said stone wall to another drill hole; thence N 85-49-53 W a distance of 302.93 feet still along said stone wall to another drill hole; thence N 84-26-08 W a distance of 190.95 feet still along said stone wall

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to a point; thence S 87-03-18 W a distance of 39.48 feet still along said stone wall to a point; thence N 82-57-33 W a distance of 409.37 feet still along said stone wall to a drill hole; thence N 84-42-31 W a distance of 247.69 feet still along said stone wall to another drill hole; thence N 83-59-59 W a distance of 132.48 feet still along said stone wall to another drill hole; thence N 84-48-11 W a distance of 225.73 feet still along said stone to another drill hole; thence N 86-41-35 W a distance of 110.44 feet still along said stone wall to a point; thence N 79-39-58 W a distance of 68.67 feet still along said stone wall to a drill hole; thence N 84-13-03 W a distance of 354.65 feet to a drill hole; thence N 84-07-58 W a distance of 272.43 feet along another stone wall to a drill hole; thence N 84-44-06 W a distance of 97.29 feet still along said stone wall to another drill hole; thence N 84-08-26 W a distance of 169.11 feet still along said stone wall to another drill hole; thence N 86-29-06 W a distance of 45.28 feet still along said stone wall to another drill hole; thence N 82-48-35 W a distance of 108.60 feet still along said stone wall to another drill hole; thence N 84-20-15 W a distance of 129.07 feet still along said stone wall to another drill hole; thence N 84-43-34 W a distance of 69.77 feet still along said stone wall to another drill hole; thence N 83-08-53 W a distance of 85.22 feet still along said stone wall to another drill hole; thence N 84-48-14 W a distance of 175.63 feet still along said stone wall to another drill hole; thence N 83-21-07 W a distance of 114.52 feet still along said stone wall to a point on the westerly side of Adams Pond Road; thence along a curve on the easterly side of Adams Pond Road having a radius of 3025.00 feet a distance of 75.38 feet to a point; thence S 05-11-30 W a distance of 178.77 feet still along Adams Pond Road to a point; thence along another curve on Adams Pond Road having a radius of 350.00 feet a distance of 99.84 feet to a point; thence S 11-07-30 E a distance of 449.42 feet still along Adams Pond Road to the point of beginning.

PARCEL II - LOT 0942

Beginning at a point on the westerly side of Adams Pond Road at the southeast corner of the within conveyed premises; thence N 85-27-08 W a distance of 264.07 feet along a stone wall and land now or formerly of Murphy to a drill hole; thence N 86-41-22 W a distance of 362.55 feet still along land now or formerly of Murphy to a point; thence N 51-34-30 W a distance of 329.30 feet along land now or formerly of Center Cove Management & Development Company, Inc., to a point; thence S 51-21-49 W a distance of 314.60 feet still along land now or formerly of Center Cove to a point; thence S 50-44-41 W a distance of 410.00 feet still along land now or formerly of Center Cove to a point; thence S 50-54-31 W a distance of 81.52 feet to a point; thence S 47-58-29 W a distance of 38.97 feet to a point; thence N 38-11-36 W a distance of 161.31 feet to a drill hole; thence N 38-11-36 W

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a distance of 126.61 feet along a stone wall to another drill hole; thence N 40-04-02 W a distance of 254.00 feet still along said stone wall to another drill hole; thence N 49-15-33 E a distance of 214.37 feet along another stone wall to another drill hole; thence N 49-24-42 E a distance of 191.33 feet still along said stone wall to another drill hole; thence N 49-26-34 E a distance of 156.27 feet still along said stone wall to another drill hole; thence N 50-56-00 E a distance of 233.22 feet still along said stone wall another drill hole; thence N 12-40-53 W a distance of 95.96 feet along another stone wall to another drill hole; thence N 12-41-32 W a distance of 124.41 feet still along said stone wall to another drill hole; thence N 11-32-15 W a distance of 93.02 feet still along said stone wall to another drill hole; thence N 11-32-15 W a distance of 274.28 feet to a point at land now or formerly of John and Elizabeth Meierdiercks heirs; thence N 49-59-31 E a distance of 169.65 feet partially along a stone wall to a drill hole at a stone wall on the southerly side of Cross Road; thence S 51-03-04 E a distance of 1533.16 feet along Cross Road to a point at the intersection of Cross Road and Adams Pond Road; thence S 11-07-30 E a distance of 374.00 feet along Adams Pond Road to the point of beginning.

PARCEL III - LOT 0950

Beginning at a point at the intersection of Adams Pond Road and Cross Road at the southeasterly corner of the within conveyed premises; thence N 51-03-04 W a distance of 1292.01 feet along the northerly side of Cross Road to a point; thence N 04-55-53 E a distance of 99.81 feet along a stone wall to a drill hole; thence N 01-32-36 W a distance of 40.82 feet still along said stone wall to a point; thence N 13-24-06 E a distance of 41.43 feet still along said stone wall to a point; thence N 04-08-48 E a distance of 162.78 feet still along said stone wall to a point; thence N 05-39-15 E a distance of 42.37 feet to a point; thence N 05-24-37 E a distance of 197.86 feet along another stone wall to a point; thence N 04-31-56 E a distance of 367.40 feet still along said stone wall to a point; thence N 04-49-07 E a distance of 372.61 feet still along said stone wall to a point; thence N 05-01-59 E a distance of 211.81 feet still along said stone wall to a point; thence N 05-08-49 E a distance of 327.87 feet to a point; thence N 82-33-19 E a distance of 11.85 feet to a drill hole; thence S 84-51-53 E a distance of 161.13 feet along a stone wall to another drill hole; thence S 84-14-39 E a distance of 251.73 feet still along said stone wall to another drill hole; thence S 84-40-46 E a distance of 163.04 feet still along said stone wall to another drill hole; thence S 09-42-56 W a distance of 213.00 feet along another stone wall to another drill hole; thence S 06-38-23 W a distance of 119.13 feet still along said stone wall to another drill hole; thence S 03-13-51 W a distance of 156.40 feet still along said stone wall to another drill hole; thence S 04-09-55 W a distance of 188.01 feet still along said

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stone wall to another drill hole; thence S 03-01-27 W a distance of 241.88 feet still along said stone wall to another stone wall to another drill hole; thence S 88-47-28 E a distance of 125.00 feet along another stone wall to an iron pipe; thence S 05-39-51 E a distance of 567.79 feet along land now or formerly of Mieras to a point; thence S 77-54-35 E a distance of 55.64 feet along a stone wall to a point; thence N 89-28-57 E a distance of 99.87 feet still along said stone wall to a point; thence S 84-32-05 E a distance of 64.50 feet still along said stone wall to a point; thence S 05-27-55 W a distance of 33.00 feet to a point; thence S 09-55-25 W a distance of 136.00 feet to a point; thence S 78-17-08 E a distance of 128.00 feet to an iron pipe on the westerly side of Adams Pond Road; thence S 14-01-52 W a distance of 197.09 feet along the said westerly side of Adams Pond Road to a point; thence along a curve on said Adams Pond Road having a radius of 3075.00 feet a distance of 472.91 feet to a point; thence S 05-11-30 W a distance of 262.72 feet still along said Adams Pond Road to the point of beginning.

There is also conveyed all interests of the grantor, if any, in and to the ways shown on said plan as Adams Pond Road and Cross Roads.

This conveyance is subject to all easements, conservation areas and dedications as shown on said plan.

EJB-41 (6)

EXHIBIT A-2 - BLISS FARM

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Beginning at a point on the easterly side of Adams Pond Road at the southwest corner of the within conveyed parcel; thence S 86-20-37 E a distance of 118.83 feet along a stone wall to a drill hole; thence S 85-28-19 E a distance of 217.11 feet still along said stone wall to another drill hole; thence S 85-00-24 E a distance of 86.32 feet still along said stone wall to a drill hole; thence S 84-15-41 E a distance of 194.58 feet still along said stone wall to another drill hole; thence S 84-59-55 E a distance of 198.92 feet still along said stone wall to another drill hole; thence S 84-23-59 E a distance of 203.97 feet to a drill hole in another stone wall; thence S 84-10-24 E a distance of 145.52 feet along said stone wall to a drill hole; thence S 81-55-14 E a distance of 347.81 feet still along said stone wall to another drill hole; thence S 83-03-29 E a distance of 218.93 feet still along said stone wall to another drill hole; thence S 86-40-19 E a distance of 327.37 feet to a drill hole in another stone wall to another drill hole; thence S 87-50-36 E a distance of 145.35 feet along to another drill hole; thence S 83-56-40 E a distance of 44.44 feet still along said stone wall to another drill hole; thence S 85-58-33 E a distance of 422.87 feet to another drill hole; thence S 81-27-17 E a distance of 200.29 feet to another drill hole; thence S 79-14-29 E a distance of 134.97 feet along a stone wall to another drill hole; thence S 85-09-05 E a distance of 511.91 feet to a point; thence S 84-15-39 E a distance of 81.89 feet to an iron pipe on the westerly side of Olesen Road; thence N 05-12-23 E a distance of 143.67 feet along a stone wall to a drill hole; thence N 08-12-25 E a distance of 78.76 feet still along said stone wall to a drill hole; thence N 04-56-17 E a distance of 71.58 feet still along said stone wall to another drill hole; thence N 06-23-51 E a distance of 131.96 feet still along said stone wall to another drill hole; thence N 04-48-57 E a distance of 130.97 feet still along said stone wall to another drill hole; thence N 03-07-06 E a distance of 89.24 feet still along said stone wall to another drill hole; thence N 05-54-01 E a distance of 118.95 feet still along said stone wall to another drill hole; thence N 84-52-38 W a distance of 257.80 feet along another stone wall to a drill hole; thence N 79-53-41 W a distance of 137.88 feet still along said stone wall to another drill hole; thence N 85-49-53 W a distance of 302.93 feet still along said stone wall to another drill hole; thence N 84-26-08 W a distance of 190.95 feet still along said stone wall to a point; thence S 87-03-18 W a distance of 39.48 feet still along said stone wall to a point; thence N 82-57-33 W a distance of 409.37 feet still along said stone wall to a drill hole; thence N 84-42-31 W a distance of 247.69 feet still along said stone wall to another drill hole; thence N 83-59-59 W a distance of 132.48 feet still along said stone wall to another drill hole; thence N 84-48-11 W a distance of 225.73 feet still along said stone to another drill hole; thence N 86-41-35 W a distance of

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110.44 feet still along said stone wall to a point; thence N 79-39-58 W a distance of 68.67 feet still along said stone wall to a drill hole; thence N 84-13-03 W a distance of 354.65 feet to a drill hole; thence N 84-07-58 W a distance of 272.43 feet along another stone wall to a drill hole; thence N 84-44-06 W a distance of 97.29 feet still along said stone wall to another drill hole; thence N 84-08-26 W a distance of 169.11 feet still along said stone wall to another drill hole; thence N 86-29-06 W a distance of 45.28 feet still along said stone wall to another drill hole; thence N 82-48-35 W a distance of 108.60 feet still along said stone wall to another drill hole; thence N 84-20-15 W a distance of 129.07 feet still along said stone wall to another drill hole; thence N 84-43-34 W a distance of 69.77 feet still along said stone wall to another drill hole; thence N 83-08-53 W a distance of 85.22 feet still along said stone wall to another drill hole; thence N 84-48-14 W a distance of 175.63 feet still along said stone wall to another drill hole; thence N 83-21-07 W a distance of 114.52 feet still along said stone wall to a point on the easterly side of Adams Pond Road; thence along a curve on the easterly side of Adams Pond Road having a radius of 3025.00 feet a distance of 75.38 feet to a point; thence S 05-11-30 W a distance of 178.77 feet still along Adams Pond Road to a point; thence along another curve on Adams Pond Road having a radius of 350.00 feet a distance of 99.84 feet to a point; thence S 11-07-30 E a distance of 449.42 feet still along Adams Pond Road to the point of beginning.

EJB-41 (17)

Beginning at a point on the westerly side of Adams Pond Road at the southeast corner of the within conveyed premises; thence N 85-27-08 W a distance of 264.07 feet along a stone wall and land now or formerly of Murphy to a drill hole; thence N 86-41-22 W a distance of 362.55 feet still along land now or formerly of Murphy to a point; thence N 51-34-30 W a distance of 329.30 feet along land now or formerly of Center Cove Management & Development Company, Inc., to a point; thence S 51-21-49 W a distance of 314.60 feet still along land now or formerly of Center Cove to a point; thence S 50-44-41 W a distance of 410.00 feet still along land now or formerly of Center Cove to a point; thence S 50-54-31 W a distance of 81.52 feet to a point; thence S 47-58-29 W a distance of 38.97 feet to a point; thence N 38-11-36 W a distance of 161.31 feet to a drill hole; thence N 38-11-36 W a distance of 126.61 feet along a stone wall to another drill hole; thence N 40-04-02 W a distance of 254.00 feet still along said stone wall to another drill hole; thence N 49-15-33 E a distance of 214.37 feet along another stone wall to another drill hole; thence N 49-24-42 E a distance of 191.33 feet still along said stone wall to another drill hole; thence N 49-26-34 E a distance of 156.27 feet still along said stone wall to another drill hole; thence N 50-56-00 E a distance of 233.22 feet still along said stone wall another drill hole; thence N 12-40-53 W a distance of 95.96 feet along another stone wall to another drill hole; thence N 12-41-32 W a distance of 124.41 feet still along said stone wall to another drill hole; thence N 11-32-15 W a distance of 93.02 feet still along said stone wall to another drill hole; thence N 11-32-15 W a distance of 274.28 feet to a point at land now or formerly of John and Elizabeth Meierdiercks heirs; thence N 49-59-31 E a distance of 169.65 feet partially along a stone wall to a drill hole at a stone wall on the southerly side of Cross Road; thence S 51-03-04 E a distance of 1533.16 feet along Cross Road to a point at the intersection of Cross Road and Adams Pond Road; thence S 11-07-30 E a distance of 374.00 feet along Adams Pond Road to the point of beginning.

EJB-41 (17)

EXHIBIT A-4

N2735 P1242

Beginning at a point at the intersection of Adams Pond Road and Cross Road at the southeasterly corner of the within conveyed premises; thence N 51-03-04 W a distance of 1292.01 feet along the northerly side of Cross Road to a point; thence N 04-55-53 E a distance of 99.81 feet along a stone wall to a drill hole; thence N 01-32-36 W a distance of 40.82 feet still along said stone wall to a point; thence N 13-24-06 E a distance of 41.43 feet still along said stone wall to a point; thence N 04-08-48 E a distance of 162.78 feet still along said stone wall to a point; thence N 05-39-15 E a distance of 42.37 feet to a point; thence N 05-24-37 E a distance of 197.86 feet along another stone wall to a point; thence N 04-31-56 E a distance of 367.40 feet still along said stone wall to a point; thence N 04-49-07 E a distance of 372.61 feet still along said stone wall to a point; thence N 05-01-59 E a distance of 211.81 feet still along said stone wall to a point; thence N 05-08-49 E a distance of 327.87 feet to a point; thence N 82-33-19 E a distance of 11.85 feet to a drill hole; thence S 84-51-53 E a distance of 161.13 feet along a stone wall to another drill hole; thence S 84-14-39 E a distance of 251.73 feet still along said stone wall to another drill hole; thence S 84-40-46 E a distance of 163.04 feet still along said stone wall to another drill hole; thence S 09-42-56 W a distance of 213.00 feet along another stone wall to another drill hole; thence S 06-38-23 W a distance of 119.18 feet still along said stone wall to another drill hole; thence S 03-13-51 W a distance of 156.40 feet still along said stone wall to another drill hole; thence S 04-09-55 W a distance of 188.01 feet still along said stone wall to another drill hole; thence S 03-01-27 W a distance of 241.88 feet still along said stone wall to another stone wall to another drill hole; thence S 88-47-28 E a distance of 125.00 feet along another stone wall to an iron pipe; thence S 05-39-51 E a distance of 567.79 feet along land now or formerly of Mieras to a point; thence S 77-54-35 E a distance of 55.64 feet along a stone wall to a point; thence N 89-28-57 E a distance of 99.87 feet still along said stone wall to a point; thence S 84-32-05 E a distance of 64.50 feet still along said stone wall to a point; thence S 05-27-55 W a distance of 33.00 feet to a point; thence S 09-55-25 W a distance of 136.70 feet to a point; thence S 78-17-08 E a distance of 128.00 feet to an iron pipe on the westerly side of Adams Pond Road; thence S 14-01-52 W a distance of 197.09 feet along the said westerly side of Adams Pond Road to a point; thence along a curve on said Adams Pond Road having a radius of 3075.00 feet a distance of 472.91 feet to a point; thence S 05-11-30 W a distance of 262.72 feet still along said Adams Pond Road to the point of beginning.

There is also conveyed all interests of the grantor, if any, in and to the ways shown on said plan as Adams Pond Road and Cross Roads.

This conveyance is subject to all easements, conservation areas and dedications as shown on said plan.
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EXHIBIT B

CONSERVATION EASEMENT DEED
POOLE FARMS

812735 P1243

Bliss Farm Properties, Inc., a New Hampshire corporation with a place of business at P.O. Box 3675, City of Nashua, County of Hillsborough, State of New Hampshire, ("Grantor") and its Grantor's executors, administrators, legal representatives, devisees, heirs, and/or assigns, for consideration paid, grants to the Town of Derry, situated in the County of Rockingham, State of New Hampshire acting through its Conservation Commission pursuant to RSA 36-A:4 (Supp.) ("Grantee") and Grantee's successors and/or assigns) with WARRANTY COVENANTS, in perpetuity the following described Conservation Easement, pursuant to New Hampshire RSA 477:45 (II), 46 and 47 exclusively for conservation purposes, namely:

The preservation of open space, particularly the productive farm and forest land of which the land area subject to the easement granted hereby consists for the scenic enjoyment of the general public, consistent with the clearly delineated Town of Derry's conservation policy, and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens by maintaining the character of the state's landscape, and by conserving the land, water, forest and wildlife resources"; to yield a significant public benefit in connection therewith; and to enhance and encourage the preservation of a certain historic farmhouse which is on the the parcel of land from which this easement is granted but which is not within the bounds thereof.

All consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land ("Property") within which the easement is located with any and all buildings, structures and improvements thereon situated in

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the Town of Derry, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth on Exhibit "A", attached hereto and made a part hereof.

The Property is one of the last farms in the Town and has approximately one-half mile of frontage on public roads. The Property and the historic farmhouse are visible from Adams Pond Road and Cross Road, two well-traveled town roads. Rockingham County is the fastest growing county in the State and the Town of Derry has nearly doubled in population over the past twenty (20) years.

The Conservation Easement ("Easement") hereby granted with respect to the Property is more fully described by metes and bounds on Exhibit B, attached hereto and made a part hereof, and the specific terms of the Easement are as follows:

1. USE LIMITATIONS

A. The Easement shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example (and without limitation) the growing and stocking of Christmas trees or forest trees of any size capable of producing timber and other wood products; and the cutting and sale of timber and other wood products.

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ii. Agriculture and forestry on the Easement shall be performed, to the extent possible, in accordance with a coordinated management plan for the sites and soils of the Easement. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Services, U.S. Soil Conservation Services, or other government or private natural resources conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Easement as viewed from public roads.

B. The Easement shall not be subdivided.

C. No structure or improvement such as a dwelling, road, dam, fence, bridge, tower, airplane landing strip, culvert, or shed shall be constructed, placed or introduced onto the Property except as reserved in Section 2, or as necessary in the accomplishment of the agricultural, forestry, conservation, or recreational uses of the Property and not detrimental to the purposes of this Easement. Fences, for the purpose of securing the Easement, are allowed. Barns and maple sugar homes to support on-site land based forestry and agricultural activities are allowed.

D. No changes in topography, surface or sub-surface water systems, wetland or natural habitat shall be allowed that would harm state or federally recognized rare or endangered species. Otherwise, none of the aforementioned shall be allowed except as necessary in the accomplishment of the agricultural, forestry, habitat management, conservation or recreational uses of the Property and not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Easement except as necessary in the accomplishment of the agricultural, forestry, conservation

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or recreational uses of the Property and not detrimental to the purposes of this Easement; provided, however, that Grantor reserves the right to place signage thereon in connection with the development of the Property until November 30, 1989.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Easement, except in connection with any improvements made pursuant to the provisions of paragraphs C and D or E above. No such rocks, minerals, gravel, sand, top soil, or other similar materials shall be removed from the Easement.

2. RESERVED RIGHTS

Grantor is giving this Easement in connection with a site plan approval for the Property upon which detached condominium units are to be constructed. In connection therewith, the Grantor reserves the following rights:

A. The right to have access to the Easement and to install, repair and replace thereon water wells and leach beds for sub-surface septic systems to service condominium units on the Property, together with pipes, conduits, pumps, pump houses and other fixtures incident thereto; for access thereto; for buried municipal sewer lines and water lines to service the Property (or if approved by the Town of Derry to service other property);

B. The right to restrict access to the Easement by persons not specifically authorized to conduct agricultural or forestry activities on the Easement;

C. The right of owners of condominium units on the Property the right to use designated portions of the Easement for

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gardening or horticultural purposes (subject to agreement by the Conservation Commission as to the location thereof and of methods of access thereto);

D. The right of condominium units owners to use the Easement for recreational purposes (not involving off-road vehicles of any kind) not otherwise harmful to or inconsistent with the purpose of the Easement.

The Grantor shall notify Grantee, in writing, before exercising the foregoing reserved rights.

3. NOTIFICATION OF TRANSFER, TAXES MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within ten (10) days of the submission of the Property to the provisions of RSA 356-B.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

4. BENEFITS, BURDENS AND ACCESS

A. The burden of the easement conveyed hereby shall run with the Property (to the extent of the bounds of the Easement) and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Easement shall not be appurtenant to any particular part of the Easement but shall be in gross and assignable only to a governmental unit within the meaning of Section 170 (c) (1) of the Federal Income Tax Regulations, or to any qualified organization within the meaning of Section 170 (h) (3) of the Federal Income Tax Regulations, and as the same may hereafter be amended or changed from time to time, which organization has among its purposes the conservation

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or preservation of land and water areas, and any such assignee shall have like power of assignment. Any assignment of benefits by the Grantee (or successors) must require the assignee to carry out the purposes of this Conservation Easement Deed.

B. The Grantee shall have reasonable access to the Easement and all of its parts over the Property for such inspection as is necessary to determine compliance and to enforce the Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement Deed.

5. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner of the Property, in writing, of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Owner shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Owner fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

6. POWER OF TERMINATION

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If the Grantee ceases to enforce the easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice requesting such enforcement, delivered in hand or by certified mail, return receipt requested, then the Society for the Protection of New Hampshire Forests shall have the right to terminate the interest of the Grantee in the Easement by recording a notice to that effect referring hereto in the Registry of Deeds and shall then assume all interest and responsibilities granted to the Grantee in this Easement.

7. CONDEMNATION

A. Whenever all or part of the Easement is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages recovered (including, for purposes of this subparagraph, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder) shall be divided between them in proportion to the fair market value of their respective interests in the part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed. The Grantee shall use its share of the proceeds in the manner consistent with the conservation purposes set forth herein.

8. ADDITIONAL EASEMENT

BY2735 P1250

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 4.A., above accepts and records the additional easement.

9. TRANSFER OF EASEMENT

A. The Grantee may only transfer or assign this Easement to a qualified conservation organization, as defined in Section 1.170A-14(c)(1) of the Federal Tax Regulations, provided that that organization agrees to and is capable of enforcing the conservation purposes of the Easement.

10. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator and the arbitrators so chosen shall choose a third arbitrator.

C. A decision with respect to any such dispute by two (2) of the three (3) arbitrators shall be binding upon the parties and shall be enforceable as part of this Easement Deed.

EX2735 P1251

The Grantee by accepting and recording this Easement for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand this 15th day of April, 1988.

BLISS FARM PROPERTIES, INC.

Lucille B. Merrill
Witness

By: [Signature]
Richard J. Donovan, President

THE STATE OF NEW HAMPSHIRE
COUNTY OF

Personally appeared Richard J. Donovan, as President of Bliss Farm Properties, Inc., who acknowledged the foregoing to be his voluntary act and deed.

Before me,

Lucille B. Merrill
Justice of the Peace/Notary Public

EJB-34 (51)

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EXHIBIT C
TO CONDOMINIUM DECLARATION
BLISS FARM, A CONDOMINIUM

<u>Unit #</u>	<u>Address</u>
14	14 Judith Drive
15	15 Judith Drive
16	16 Judith Drive
17	17 Judith Drive
20	20 Wright Road
21	21 Wright Road
22	22 Wright Road
26	26 Wright Road
27	27 Wright Road
28	28 Wright Road
29	29 Wright Road
30	30 Wright Road
23	23 Rachel Court
24	24 Rachel Court
25	25 Rachel Court
31	31 Wright Road
32	32 Wright Road
33	33 Wright Road
34	34 Wright Road
35	35 Wright Road
36	36 Wright Road
52	52 Wright Road

41 TOTAL

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<u>Unit #</u>	<u>Address</u>
37	37 Donovan Drive
38	38 Donovan Drive
39	39 Donovan Drive
40	40 Donovan Drive
41	41 Donovan Drive
42	42 Donovan Drive
43	43 Donovan Drive
44	44 Donovan Drive
45	45 Donovan Drive
46	46 Donovan Drive
47	47 Donovan Drive
48	48 Donovan Drive
49	49 Donovan Drive
50	50 Donovan Drive
51	51 Donovan Drive
53	53 Donovan Drive
54	54 Donovan Drive
55	55 Donovan Drive
56	56 Donovan Drive

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APPEN 'X A

BY-LAWS FOR

BLISS FARM A CONDOMINIUM COMMUNITY

BY-LAWS

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APPENDIX A

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APPENDIX A

CONDOMINIUM DECLARATION

B12735 P1256

BY-LAWS

I. BOARD OF DIRECTORS

The affairs of the Bliss Farm Condominium Association shall be conducted by a Board of five (5) Directors.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph D hereof, the Unit Owners shall elect a Board of Directors for the forthcoming year; provided, however, the first Board of Directors elected hereunder may be elected at a special meeting duly called, said Board of Directors to serve until the first annual meeting held thereafter. At least thirty (30) days prior to any annual meeting, the Board of Directors shall elect a Nominating Committee of not less than three (3) Owners, and such Nominating Committee shall recommend at the annual meeting one (1) nominee for each position of the Board of Directors to be filed at that particular annual meeting. The nominations shall be made by the Declarant for the initial Board of Directors.

B. Term. Members of the Board of Directors shall serve for a term of two (2) years; provided that three (3) of the members of the first Board of Directors elected shall serve for a one (1) year term. The other Directors shall serve for a two (2) year term. The members of the Board of Directors shall serve until respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be a Unit Owner, his or her membership on the Board of Directors shall thereupon terminate.

C. Resignation and Removal. Any member of the Board of Directors may resign at any time by giving written notice to the President and Manager, and any member may be removed from membership on the Board of Directors by an affirmative vote of two-thirds (2/3) of the Unit Owners. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term.

D. Declarant Performs Functions. Until a date three (3) years from the date of this Declaration or until Units representing three-fourths (3/4) of the undivided interest in the Common Area have been sold, whichever occurs first, the rights, duties and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant. The Declarant

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shall have the option at any time after the date of the execution of the Declaration to turn over to the Unit Owners Association the responsibility of electing all of the members of the Board of Directors.

II. POWER AND AUTHORITY OF BOARD OF DIRECTORS

A. POWER AND AUTHORITY

The Board of Directors shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith, except as by law or by the Declaration or these By-Laws may be delegated to the Board of Directors. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (1) Maintenance, alteration, improvement and management of the Common Area and facilities of the Condominium or any part thereof as provided in the Declaration, including Limited Common Area such as the community septic facilities and other Limited Common Areas not subject to maintenance by a Unit Owner;
- (2) Conducting litigation as to any matter involving the Common Area and Facilities;
- (3) Determination and budgeting of the Common Expenses and reserves required for the affairs of the Condominium;
- (4) Collection of the Common Expenses for the Unit Owners;
- (5) Employment and dismissal of the personnel necessary for the operation, care, upkeep and management of the Common Area and Facilities, including without limitation the employment of a Manager or managing agent, except that any management agreement shall be terminable for cause upon thirty (30) days without notice and shall not exceed one (1) year duration without renewal;
- (6) Opening and utilizing bank accounts on behalf of the Association and designating the signatures required therefor;
- (7) Obtaining of insurance for the Condominium;
- (8) Making of repairs, additions and improvements to or alterations of the Common Area and Facilities and making repairs to the restoration of the Condominium property (including in certain cases the Units or Limited Common Area pertaining

thereto), in accordance with the other provisions of the Declaration and these By-Laws, after damages or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(9) Incurring obligations and paying, comprising or adjusting all obligations incurred and rights acquired in the administration of the Association;

(10) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, accountants, employees, servants and assistants as they shall deem advisable; and defining their respective duties; and paying their compensation; provided, however, no Director shall be held personally liable for the act or default of any such person; and

(11) Adopting, amending or rescinding rules and regulations governing the details of the operation and use of the Common Area and Facilities. Such rules and regulation and any changes therein shall become effective upon delivery of copies to all Unit Owners.

B. ENFORCEMENT

The Board of Directors, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions of the By-Laws including, but not limited to the following:

(1) The Board of Directors shall have the authority to enforce liens for unpaid assessments levied against a Condominium Unit. With regard to the Common Expenses to be shared equally by the Unit Owners, as provided in the Declaration, the Board of Directors shall make assessments annually, to be payable on a monthly basis.

(2) The Board of Directors shall have the authority to require the individual Unit Owner to paint, repair, maintain, landscape or otherwise provide upkeep to the building, Limited Common Area and the Common Area in which their Unit is located.

(3) Any decision by the Board of Directors with regard to the above shall be discussed with the Unit Owner(s) affected by the decision and unless an agreement shall be reached, the Board of Directors shall have the right to set forth the particular details of such a decision and to set a time limit within which the said Unit Owner(s) shall perform the said work.

(4) In the event that the Unit Owner(s) affected by such decision shall fail to perform the above-required work

within the time specified, the Board of Directors shall have the right to have the work performed and to make special assessments to the said Unit Owner(s) involved.

(5) The monthly assessment and any special assessment shall be subject to collection by a suit to recover a money judgment, subject to the lien procedure provided for in RSA Chapter 356-B:46, or both.

III. MEETINGS

The presence at any meeting of the Association of fifty-one (51%) percent of Owners, in person or by written proxy in response to notice of all Unit Owners of record given in accordance with Paragraph III(A) or III(B) of these By-Laws, shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Association of Owners upon the affirmation vote of a majority of the Owners present and voting in person or by proxy, provided that a quorum is present as provided for above.

A. Annual Meeting. There shall be a meeting of the Association on the Third Saturday of September of each year at 2:00 P.M., upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board of Directors, issued by the President and delivered to the Unit Owners not less than twenty-one (21) days prior to the dated fixed for said meeting. At the annual meeting, the Board of Directors shall present a statement of the Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, with the allocation thereof to each Unit Owner. Unless changed by vote of the Association at such annual meeting, or at some subsequent duly called meeting of the Association, such estimated Common Expenses shall be the assessment for the fiscal year, subject to the provisions for additional assessment by the Board of Directors set forth in Paragraph VIII(A) of these By-Laws. The fiscal year is hereby designated to be July 1 through June 30. Within ten (10) days after the annual meeting, said statement shall be delivered to the Unit Owners not present at said meeting.

21 day.

B. Special Meetings. Special meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of all or some of the Unit Owners or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Unit Owners having one-third (1/3rd) of the total votes, and delivered not less than

seven (7) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

C. Meetings of the Board of Directors. Three (3) members of the Board of Directors shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association as set forth in Paragraph IV of these By-Laws, such officers to be elected from among the members of the Board of Directors. The meeting for the election of officers shall be held at a meeting of the Board of Directors to be called immediately following the annual meeting of the Association of the Unit Owners. Other meetings of the Board of Directors may be called, held and conducted in accordance with such regulations as the Board of Directors may adopt. The Board of Directors may also act without a meeting by unanimous written consent of its members.

IV. OFFICERS OF THE ASSOCIATION

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The offices of Secretary and Treasurer may, by vote of the Association at any annual meeting be combined as one office. The office of Vice-President may, in the Board of Directors' discretion, remain vacant. All officers, after Declarant shall have relinquished its power to exercise the rights, duties and functions of the Board of Directors pursuant to Paragraph I-D of these By-Laws, shall be Unit Owners of the Condominium Units. Officers shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subject to fidelity bond coverage in favor of the Association. During such time as Declarant shall exercise the powers of the Board of Directors, Declarant shall also perform duties of officers set forth herein.

A. President. The President shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees.

B. Vice-President. The Vice-President shall perform the functions of the President in the absence or inability of the President.

C. Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of the meeting of the

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Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

D. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of income and expense payments to the authorized Manager of the Condominium Association. The Treasurer shall perform the duties of the Vice-President if there is a vacancy in that office.

V. NOTICE TO UNIT OWNERS

Every notice to a Unit Owner required under the provisions hereof, or which may be deemed by the Directors necessary or desirable or which may be ordered in any judicial proceedings, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Directors or Unit Owners, as the case may be, to such Unit Owner or Director by leaving such notice at the respective Unit, or mailing it postage prepaid and addressed to such Unit Owner or Directors, at his/her address at the Condominium, unless said Unit Owner or Director has designated in writing to the Board of Directors some other address for the receipt of notices.

VI. ASSOCIATION VOTING PROVISIONS

In the event that action by the Association of Unit Owners is deemed necessary then, each Unit shall have one (1) vote. Where there shall be more than one (1) person having legal title to a Unit any of them may cast the vote of that Unit or more than one (1) such person shall be present at any meeting of the Association, then the vote pertaining to that Unit shall be cast only in accordance with the unanimous agreement of such persons.

VII. CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS

Vouchers, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Board of Directors or of the Association of Unit Owners must be signed by the Treasurer and/or by such other person designated by the Board of Directors in writing.

VIII. COMMON EXPENSES

A. Assessments

1. Estimation of Yearly Expenses

Within thirty (30) days prior to the annual meeting, the Board of Directors shall estimate the net charges to be paid

during the following year (including a reasonable provision for required capital reserves, working capital, contingencies and replacements and less any expected income and any surplus for the prior year's operation). Said "estimated cash requirement" shall be assessed to the Unit Owners pursuant to the percentages set forth on the Exhibit B to the Declaration. Declarant will be liable for the amount of any assessment against completed Units owned by Declarant. If said estimated sums prove inadequate for any reason, including nonpayment of any Unit Owner's Assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Unit Owners in like proportions, unless otherwise provided therein. Each Unit Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate;

2. Initial Assessments by Declarant

The rights, duties and functions of the Board of Directors set forth in this paragraph shall be exercised by Declarant for the period ending thirty (30) days after the election of the first Board of Directors hereunder.

3. Failure to Set Assessments

The omission by the Board of Directors before the expiration of any year, to fix the assessments for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Unit Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent to the Unit Owners and their mortgagees. No Unit Owner may exempt himself from liability for the assessment by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

4. Detailed Records

The Manager or Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area, and Limited Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and Limited Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Unit Owner at convenient hours on weekdays and upon five (5) business days.

advance written notice. All expenses shall be endorsed by written voucher, surveyed by the Treasurer or the designee of the Board of Directors.

B. Default in Payment of Assessments

1. Lien for Assessment

Each monthly assessment and each special assessment shall be separate distinct and personal debts and obligations of the Unit Owner against whom the same are assessed, at the time the assessment is made, and shall be enforceable as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintained without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Unit Owner of any Unit, plus interest at the rate of three (3%) percent per month, and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation at the Rockingham County Registry of Deeds of a notice of assessment signed, under oath, by the President of the Association. The said lien for nonpayment of Common Expenses shall have priority over all other items and encumbrances, recorded or unrecorded, except only:

(a) Taxes, sewer and water charges, assessments in lieu of taxes and special assessment liens of the Unit in favor of any assessing body and special district; and

(b) All sums unpaid on a first mortgage of record on the Unit.

2. Certificate of Indebtedness

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Directors, and the Unit Owners, as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any Unit Owner or any mortgagee or prospective purchase of a Unit upon request, at a reasonable fee, not to exceed Ten and 00/100 Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied with within twenty (20) days, all unpaid Common Expenses which became due prior to the date of the making of such request, such mortgagee, purchaser, or prospective purchaser shall take title free and clear of such lien. Any mortgagee holding lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and, upon such payment, such mortgagee shall have a lien on such Unit for the amounts paid of the same rank as the lien of the Association.

3. Discharge of Certificate of Indebtedness

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deed of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

C. Expenses to be Paid

The Board of Directors, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the Common Expense Fund hereinafter provided for, the following:

(1) Expenses attributable to the Community Water and Septic Systems and their maintenance, garbage collection, snow removal, road maintenance, electrical, telephone and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units and Limited Common Area);

(2) A policy or policies of fire insurance as the same are more fully set forth in the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Common Area payable as provided in the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Unit Owners, and their mortgagees, as their respective interests may appear. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium Unit, if any;

(3) A policy or policies as the same are more fully set forth herein insuring the Board of Directors, the Unit Owners and the Manager against any liability to the public or to the Unit Owners of Units and their invitees, guests or tenants, including without limitation the Common Area and Limited Common Area, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) for any one person

injured, for any one occurrence, and shall not be less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for property damage, each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion). Said policy or policies shall be issued on a comprehensive general liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(4) Fidelity Bonds for the Treasurer and Directors; worker's compensation insurance to the extent necessary to comply with any applicable laws; and Directors and Officers liability insurance;

(5) The service of a person or firm to manage its affairs, if required, (herein called "the Manager"), to the extent deemed advisable by the Board of Directors, as well as such other personnel or property as the Board of Directors shall determine shall be necessary for the operation of the Common Area, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

(6) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of the Declaration.

(7) Other expenses deemed common expenses by the Condominium Act or under the terms of the Declaration and these By-Laws.

(8) Reserves for capital repairs or replacements, including without limitation for all roads within the Community; and components of the system supplying water to the Community (except any such component which is maintained by a public utility); all components of the waste disposal system servicing the Community, leach beds, pipe and pipes (except for those within Units and septic tanks which are deemed to be part of the Unit); and for the surface water drainage within the Community, including the retention pond(s) shown on the Site Plan.

IX. AUDIT

Any Unit Owner may at any time at his or her own expense cause an audit or inspection to be made of the books and records of the Manager and Board of Directors. The Board of Directors at its discretion and as a Common Expense may obtain an audit of all books and records pertaining to the Condominium and furnish copies thereof to the Unit Owners.

X. RESALE OF UNITS

In the event of resale of a Unit, the Treasurer and the Association shall, within twenty (20) days after request thereof is made by a Unit Owner, prospective purchaser or prospective mortgagee, provide a certificate stating such of the following information as is so requested:

(a) The amount of unpaid assessments as set forth in subparagraph VIII(B) above;

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

(c) A statement as to the status and amount of the reserves for major maintenance or replacement of the Common Area, including the amount of funds earmarked for specified projects;

(d) A copy of the income statement and balance sheet of the Association for the preceding fiscal year;

(e) A statement setting forth the nature and status of any pending suits or judgments against the Association;

(f) A statement as to the insurance coverage maintained by the association and the nature of additional coverage required or normally secured by Unit Owners with regard to their interest therein; and

(g) A statement that the Unit and any alterations or improvements thereto are not known to be in violation of the condominium instruments, or if there is a violation, the nature and extent thereof.

XI. RENTALS OF UNITS

Any Unit Owner shall have the right to rent his/her Unit. The Unit Owner shall notify the Board of Directors, in writing, of any such rental and include in that notice the names of the tenants and the period of tenancy. Any such tenant shall be bound by the provisions of the Declaration, the By-Laws and any rules and regulations established by the Board of Directors with regard to the use of the Common Area. All leases shall be in writing and shall have an initial term of not less than thirty (30) days. All such leases shall contain a provision that the Board of Directors may invoke those remedies available to landlords with regard to eviction in cases of violation of the Condominium Declaration, Rules and Regulations and/or By-Laws, as the attorney in fact of the Unit Owners; provided, however, that prior notice of the Board's intent to do so has been given to the Unit Owner and to any first mortgagee of a Unit Owner.

CONDOMINIUM RULESOFBLISS FARM, A CONDOMINIUM COMMUNITY

These Rules are adopted for the benefit of owners of residences in the Bliss Farm, A Condominium Community. They are intended to contribute to preserving the clean and attractive environment and to ensuring the peaceful enjoyment of the Community. They are also intended to protect and enhance the value of the Unit Owners' interest in the Community. They are not designed to unduly restrict or burden the use of the property.

All Unit Owners and their tenants, invitees and guests are expected to abide by these Rules, which are meant to supplement the provisions of the Declaration and By-Laws.

1. Additions to Exterior of Buildings. As set forth in the Declaration, changes affecting the appearance of the exterior of the buildings, such as decorations, awnings, television and radio antennas, signs, screens, sun shades, fans or other changes whether of a permanent or temporary nature are to be made only with the consent of the Board of Directors of the Condominium ("the Board").

2. Noise. Owners, guests, and lessees will be expected to reduce noise levels after 10:00 P.M., so that neighbors are not disturbed. At no time are musical instruments, radios or television sets to be so loud as to become a nuisance.

3. Maintenance of Patios, Decks and Limited Common Area. Owners will be responsible to keep their patios and decks, if any, and the Limited Common Area pertaining to their Unit in clean and sanitary condition. The drive and walks leading to each unit is to be kept clear of constructions and other personal items and is to be used only for access to the Unit and/or for the parking of registered and permitted motor vehicles.

4. Littering. There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be deposited only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area of the Condominium.

5. Trash, Refuse and Garbage. No one shall place trash or other refuse in the Common Area, except in containers or depositories therefor.

6. Outdoor Equipment. Except as otherwise set forth in the Declaration, bicycles, sporting goods, cooking equipment, baby carriages and other personal articles and equipment must be kept within the Unit.

7. Maintenance of Common Area. Improvements, maintenance and landscaping of Common Areas (except the Limited Common Area pertaining to a Unit) shall be performed only by the Board, unless the Board approves an exception in writing.

8. Improper Use of Common Area. There shall be no use of Common Area which injures or scars the Common Area, or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Unit Owners in their enjoyment of the same.

9. Outside Activities. There shall be no organized sports activities, picnicking or fires, except in areas approved by the Board. A charcoal fire in a protective metal barbecue container may be used on the Limited Common Area pertaining to a Unit, providing it is carefully guarded and not hazardous to buildings or other property in the Condominium.

10. Speed Limit. The speed limit for all vehicles within the Condominium is 25 mph.

11. Offensive Activities. No offensive activities shall be carried on in the Condominium nor shall anything be done or placed within the Condominium which may be a nuisance, disturbance, or annoyance to other Owners or the public.

12. Children and Guests. Owners shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave.

13. Action in Violation of Law, etc. There shall be no use of or activity in any Unit or Common Area which shall be in violation of any governmental law, ordinance, rule or regulation.

14. Consent Revocable. Any consent or approval of the Board or Manager given under these Rules shall be revocable at any time.

15. Complaints. Complaints of violations of these Rules should be made to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.

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16. Amendment. These Condominium Rules may be revised in any way at any time by the Board as conditions warrant, provided that a written communication is sent to each Unit Owner and advising him of the change.

17. Delegation of Powers. The Board, in its discretion, may delegate its power and duties with respect to the granting of consent, approvals and permissions under these Rules, to the Manager or managing agent, if any, of the Condominium.

18. Covenants and Restrictions. All covenants, restrictions and other requirements of the Declaration of Condominium or the By-Laws, or of any amendment thereto, are to be observed together with these Rules and Regulations and are to be enforceable as such.

EJB-41 (4)

Trucks Trailers

Front Yard

Back Yard