

DECLARATION OF CONDOMINIUM OF LAKEVIEW CONDOMINIUM

Property Rehabilitation & Development Corp., a corporation organized and existing under the laws of the State of New York, with a place of business at Teaneck, New Jersey (hereinafter called the "Declarant"), hereby declares:

1. Submission and Declaration.

The Declarant submits the Land situated in the Town of Enfield, Grafton County, New Hampshire, including all easements, rights and appurtenances thereto, as described in Appendix A of this Declaration, together with all improvements now existing or hereafter constructed thereon, all of which are owned in fee simple by the Declarant, to the provisions of the Condominium Act in order to create a plan of condominium ownership in the Property. Each Unit created hereunder may be held in fee simple by each Unit Owner and his heirs and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised independently of the other Units. Each Unit shall include an undivided interest in the Common Area which shall be held by the Unit Owners as tenants in common.

2. Definitions.

Except as defined in this paragraph, in the By-Laws or in the Plans, terms used herein have the meaning specified in Section 3 of RSA 356-C, the Condominium Act, as the same may be amended from time to time.

- a. "Association" means Lakeview Unit Owners Association.
- b. "Board" means the Board of Directors of the Association.
- c. "Eligible Mortgage Holder" means a holder of a first mortgage on a unit which has provided written notice of its mortgage to the Association.
- d. "Land" means the real property described in Appendix A attached hereto, together with all easements, rights and appurtenances but exclusive of all improvements.
- f. "Plans" means the floor plans and site plans of the Condominium on file in the Grafton County Registry of Deeds.
- g. "Property" means the Land and all improvements now or hereafter constructed thereon.
- h. "Rules" means rules and regulations of the Association as promulgated from time to time by the Board.

- i. "Unit" means a portion of the Condominium designed and intended for individual ownership and use.
- j. "Unit Owner" means one or more persons owning a Condominium Unit.

3. **Name, Location and Address.**

The name of the Condominium is Lakeview Condominium. It is located at the Town of Enfield, Grafton County, New Hampshire, and has a mailing address of Lakeview Condominium.

4. **Legal Description of Land.**

A legal description of the Land by metes and bounds is contained in Appendix A attached.

5. **Description of Buildings and Units.**

- a. Buildings. The Condominium consists of two buildings containing seven units each for a total of 14 units. The buildings are constructed on the Land at the location and with the dimensions shown on the Plans. There are party walls separating certain of the Units. Each building is made of wood frame construction with a poured concrete foundation.
- b. Units. The Units have boundaries as shown on the Plans and as described below:

Floors: The interior surface of the floor joists.

Ceilings: The interior surface of the ceiling joists and roof rafters.

Perimeter Walls: The interior surface of the studs and the unfinished interior surface of the basement walls.

Windows and Entrance Doors: The exterior surface of the glass and the unfinished exterior surfaces of the window frames, doors and door frames.

Each Unit includes the portions of the building within the above boundaries and the space enclosed by the boundaries, except any Common Area which may be located therein. The Unit includes the interior walls and partitions which are contained within the Unit, the window and door glass, the entrance doors and window frames (to the unfinished exterior surfaces thereof). A Unit includes those portions of the water supply, sewerage disposal, electrical and telephone systems servicing only that Unit, if not owned by the supplier of the utility service together with the sinks, bathtubs and other plumbing facilities, refrigerator,

stove and other appliances located within the Unit. A Unit does not include any pipes, wires, cables, chutes, flues, conduits, utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through that Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, and such Items are a part of the Common Area.

6. **Description of Limited Common Areas and Common Area and Limitation as to Use.**

- a. Limited Common Areas consist of any shutters, awnings, windowboxes, doorsteps, porches, balconies, patios, outside storage areas and any other apparatus serving a single Unit but located outside the boundaries thereof.
- b. Common Areas consist of all of the Property other than the Units and include the Limited Common Areas.
- c. All Limited Common Areas are assigned to the single Unit which they serve or the single Unit of corresponding identifying number shown on the Plans.
- d. The use of the Common Areas shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence and to his guests, invitees and licensees. The use including responsibilities for maintenance and repair of the Common Area and Limited Common Area shall be governed by the By-Laws (attached as Appendix B) and the Rules as adopted and amended from time to time by the Board of Directors.

7. **Additional Assignment.**

Additional assignments of Common Areas as Limited Common Areas will not be made.

8. **Allocation of Undivided Interest.**

Each Unit is allocated an equal undivided interest in the Common Areas of the Condominium. The undivided interest of each Unit in the Common Areas shall not be reallocated except as herein provided and as provided in the Condominium Act with respect to expansion of the Condominium.

9. **Statement of Purpose and Restrictions as to Use.**

The Condominium and each of the Units are primarily intended for

residential use and the following provisions, together with the provisions of the By-Laws and the Rules are in furtherance of this purpose:

- a. Residential Use. Each Unit shall be occupied and used only for residential purposes, except for such limited professional use as may be permitted by the Board of Directors, upon application of the Owner and determination by the Board that the proposed use is not incompatible with the residential character of the condominium.
- b. Membership and Restrictions as to Use. All present and future Owners of Units, including the Declarant as Owner of unsold Units, shall be members of the Association so long as they own such Units. All present and future Owners, including the Declarant as Owner of unsold Units, tenants and occupants of Units are subject to the provisions of this Declaration, the By-Laws and the Rules as the same may be enacted and/or amended from time to time, except for the special provisions contained in this Declaration and the By-Laws with regard to the Declarant's obligations as Unit Owner. Any failure to comply with such provisions shall be grounds for an action to recover sums due, for damages or for injunctive relief as provided in Article XV of the By-Laws of the Association.
- c. Easements.
 - (i) To Facilitate Completion and Sales. The Declarant is the Owner of all Units which are unconstructed, under construction and have been constructed but not sold. Declarant and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and the sale and conveyance of the Units and the Common Area, and the construction, sale and conveyance of units to be developed within the Additional Land described in Appendix C (hereinafter referred to as the "Additional Land." Such reasonable use shall include, without limiting the generality of the foregoing, the right to enter all Units and Common Areas for construction purposes, the right to store materials, the right to use all Condominium roads for travel by construction vehicles, and the right to use any and all unsold Units as sales offices and/or model Units, the showing of the property and the displaying of signs. The Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model Units and/or sales offices.
 - (ii) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units; Support.

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein in or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Areas.

- (iii) Reservation of Utilities Easements. The Declarant reserves, on behalf of itself, its successors and assigns, perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the' Condominium, as expanded through development of the Additional Land, including water, sewerage disposal, telephone, gas, electric and telephone cable systems, all for the benefit of the respective Owners of the Condominium, which reservation includes the right to connect buildings and units constructed on the Additional Land to existing utility systems (including water and sewerage disposal) and to convey such easements directly to suppliers and/or distributors of such utility services.
- (iv) Easements to Facilitate Expansion. The Declarant reserves transferable easements over and on the Common area for its employees, other agents and its independent contractors for the purpose of doing all things reasonably necessary and proper to construct improvements upon the Additional Land of the Condominium..
- (v) Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, the By-Laws and the Condominium Act, each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through and use and enjoyment of the Common Area, except for the Limited Common Areas. Each Unit Owner's right and interest in the Common Area, except for the Limited Common Areas, shall be subject to this easement for ingress and egress through and use and enjoyment of the Common Area by persons lawfully using or entitled to the

same.

- (vi) Easement of Association. Each Unit shall be subject to a reasonable right of entry by the Association, its agents, employees and subcontractors upon the Unit estate to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.
 - (vii) Easements for Encroachments. To the extent that any Unit or Common Area encroaches on any other Unit or Common Area, whether by reason of any deviation from the Plans in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist, unless such encroachment shall be the result of the willful and intentional misconduct by any Unit Owner, the Declarant or their agents or employees.
- c. Restriction on Construction or Improvement. No Unit Owner shall, without first obtaining written consent of the Board, make or permit to be made any structural alteration, improvement or addition in or to any Unit or in or to any part of the Common Area. No Owner shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the Property or impair any easement or right or personal property which is a part of Condominium Property. No Owner shall paint or decorate any portion of the exterior of any building or other structure in the Condominium or any Common Area or Limited Common Area therein without first obtaining the written consent of the Board. These restrictions shall not apply to the Declarant as owner with respect to the completion of buildings and units.
- d. Leases. Nothing herein shall prohibit the Owner of any Unit from leasing such Unit for residential use and occupancy subject to the limitations herein set forth. The lessees shall occupy the premises subject to the provisions of this Declaration, the By-Laws, the rules and the Condominium Act. All leases for Units shall be in writing and shall be made specifically subject to the requirements of the Condominium instruments, the rules and regulations of the Board and the Condominium Act. No Unit may be leased or rented for a period of less than thirty days. The Association shall be entitled to receive a copy of any lease agreement from the Owner of any leased Unit upon request.
- e. Beach Area Restrictions. A portion of the land is located between the easterly shore of Mascoma Lake and the westerly sideline of New Hampshire Route 4A. This portion of the land is designated as a beach area and is subject to the following

restrictions which shall be binding upon the Association and each Unit Owner and that Owner's lessees, guests and invitees:

- (i) No permanent structure of any kind shall be constructed within the beach area or from the beach area in or on to Mascoma Lake. This restriction shall not be interpreted to prevent the placement of floating buoys defining a swimming area.
- (ii) The Declarant shall establish and the Association shall maintain a definition of the boundaries between the beach area and abutting property owners so that users of the beach area may easily determine the boundaries of the land.
- (iii) The Association shall designate a swimming zone to be used in connection with the beach area, taking into account reasonable use of the lake by the public and abutting property owners, and the Association shall keep the swimming zone marked by appropriate means.

10. Determination of Action Following Casualty Damage.

In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master property insurance policy shall be used to repair, replace or restore the structure or Common Area damaged by such casualty unless the Unit Owners and the Eligible Mortgage Holders shall vote to terminate the Condominium as herein provided. The Board (if) hereby irrevocably appointed the agent for Owner of a Unit and for each Mortgagee of a Unit and for each Owner of any other interest in the Condominium: to adjust all claims arising under the master property: liability policy, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Board shall receive, hold and otherwise properly dispose of any such proceeds of insurance in trust for the Unit Owners and the Mortgagees as their interests may appear. There may be named as an insured, on behalf of the Association, the Association's authorized representative, including any Trustee with whom such Association may enter into any insurance trust agreement or any successor to such Trustee who shall have exclusive authority to negotiate losses under the master property insurance policy or master liability insurance policy and such Trustee or successor Trustee shall thereupon hold all of the rights of the Board with respect to insurance as set forth in the Condominium instruments.

11. Water Supply and Sewage Disposal Areas and Facilities.

- a. The Condominium will be serviced by on-site water and sewage

disposal. That portion of the land used for water supply and sewage disposal and all facilities installed and used in conjunction therewith shall be a portion of the Common Area.

- b. The Board shall have the responsibility for the maintenance, upkeep, repair and replacement of the water supply and sewage disposal systems for the Condominium.
- c. All expenses incurred by the Board in connection with the water supply and sewage disposal systems including all expenses of upkeep, maintenance, repair and replacement of such systems or any one of them shall be common expenses of the Condominium to be allocated to each Unit Owner and paid as provided by the By-Laws.
- d. The declarant, the Association and each Unit Owner shall not erect any structure or cause or permit any activity to take place on the Common Area which adversely affects. or might reasonably be anticipated to adversely affect the water supply and sewage disposal systems and the Board and any Unit Owner may bring suit in the name of the Association to enjoin and prevent any activity which might adversely affect the water and sewage disposal systems.

12. **Expansion of the Condominium.**

This Condominium may be expanded by the Declarant pursuant to the provisions of the Condominium Act and this Declaration in the manner and according to the limitations herein specified:

- a. The land upon which the Declarant may construct buildings, units and other improvements for expansion of the Condominium is bounded and described in Appendix C.
- b. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to expand the Condominium by constructing buildings, units, and improvements within the Additional Land and to amend the Condominium Declaration for the purpose of adding those buildings, units and improvements with all or a portion of the Additional Land to the Condominium.
- c. There are no limitations on the right of the Declarant to expand the Condominium except those limitations expressly set forth in this section or in the Condominium Act and no consent of any Unit Owner or Mortgagee shall be required in connection with the exercise of such right of expansion by the Declarant.
- d. The right of the Declarant to expand the Condominium pursuant to this paragraph shall expire on the seventh anniversary of the date of recording of this Declaration or at such prior time as the Declarant may record a written release of the Declarant's

right of expansion.

- e. The Declarant shall have the sole discretion to determine what portion if any of the Additional Land is added to the Condominium and the Declarant shall have the right to add the Additional Land or any portion thereof to the Condominium at any time or from time to time without restriction or limitation.
- f. The location of any improvements to be constructed on the Additional Land shall be determined at the sole discretion of the Declarant.
- g. The maximum number of units which may be created on the Additional Land is 129. The maximum number of units which may be constructed on any acre of Additional Land for the purpose of adding the same to the Condominium shall be ____.
- h. All portions of the Additional Land added to the Condominium shall be restricted exclusively to residential use.
- i. Any structures created on any portion of the Additional Land added to the Condominium shall be compatible with the then existing Condominium structures in terms of quality of construction, principal materials used and architectural style.
- j. The improvements which the Declarant shall have the right to construct upon the Additional Land and to add to the Condominium shall include the construction of buildings containing units together with associated balconies, patios, greenhouses and storage areas, a swimming pond, one or more tennis courts and associated sheds and buildings, the installation of utility lines for water, -sewer, electricity, telephone and TV cable, walkways, driveways, roads and parking areas, together with clearing, landscaping and the planting of trees and shrubs and all other activities and improvements reasonably necessary for the use and enjoyment of the above.
- k. The Declarant gives no assurances that any units created on any portion of the Additional Land added to the Condominium will be substantially identical to the then existing units in the Condominium.
- l. The Declarant shall have the right, exercisable in its sole discretion, to create Limited Common Areas within any portion of the Additional Land to be added to the Condominium, which Limited Common Areas shall consist of the areas described in Paragraph 6a of this Declaration which lie within the Additional Land.
- m. The Declarant has made no representation and gives no assurances that it will construct any buildings, units or improvements upon

the Additional Land or will add any of the same to the Condominium. The Declarant expressly reserves the right to make and use of the Additional Land or any portion thereof permitted for other land similarly located in the Town of Enfield.

- n. Upon substantial completion of the buildings, units and other improvements constructed by the Declarant within the Additional Land, the Declarant shall record site plans and floor plans for the improvements and the units describing that portion of the Additional Land to be added to the Condominium and assigning an identifying number to each unit, which site and floor plans shall conform with the requirements of the Condominium Act. The Declarant shall prepare, execute and record an amendment to the Declaration dedicating that portion of the Additional Land to the Condominium and reallocating undivided interests in the Common Areas according to size so that the units depicted on such site and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the units depicted on the site plans and floor plans previously recorded.
- o. Upon any expansion of the Condominium as provided herein, the amendment to the Declaration describing the expansion and reallocating the undivided interests in the Common Area shall be executed only by the Declarant and shall not require the signatures and/or consents of the Unit Owners or the Mortgagees of Units.

13. **Association as Attorney-in-Fact.:**

The Board of Directors of the Association has the irrevocable power as attorney-in-fact, on behalf of all the Unit Owners and their successors in title to accept easements benefiting the Condominium or any portion thereof and to grant permits, licenses and easements over the Common Areas of the Condominium for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium or otherwise benefiting the Condominium.

14. **Termination, Amendment or Partition.**

- a. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to the Condominium Act and this Article.
- b. If there is no Unit Owner other than the Declarant, the Declarant may unilaterally terminate or amend the Condominium Instruments in accordance with Section 33 of the Condominium Act.
- c. After substantial destruction of the Condominium or substantial

taking of Condominium property in condemnation and ii there is then any Unit Owner other than the Declarant, the Condominium shall be terminated only by the agreement of Unit Owners of Units to which four-fifths of the votes in the Association appertain and by agreement of Eligible Mortgage Holders representing at least 51% of those votes in the Association assigned to Units encumbered by mortgages held by Eligible Mortgage Holders.

- d. If there is any other Unit Owner other than the Declarant, and except as provided in the preceding paragraph with reference to substantial destruction and substantial condemnation, the Condominium shall be terminated only by the agreement of the Unit Owners of Units to which four-fifths of the votes in the Association appertain and by agreement of Eligible Mortgage Holders representing at least 67% of those votes in the Association assigned to Units encumbered by mortgages held by institutional lenders.
- e. If there shall be any Unit Owner other than Declarant, then the Condominium Instruments shall be amended only by agreement of the Owners to which two-thirds of the votes in the Association appertain except as hereinafter provided with respect to Mortgagees' rights and with the limitation that no amendment to the Declaration may be adopted which shall interfere with the rights reserved by the Declarant including, without limitation, the construction, display, sale, lease or other disposition of any Unit or Units in the Condominium by the Declarant or with the rights of Declarant to develop the Additional Land. There shall be no amendment which shall affect the limitations placed on use of the beach area without the consent of the Planning Board for the Town of Enfield.
- f. If there is any Unit Owner other than Declarant, no material addition to or amendment of the Condominium Instruments shall be adopted without the approval of the Eligible Mortgage Holders representing at least 51% of those votes in the Association assigned to Units encumbered by mortgages held by Eligible Mortgage Holders. A change to any of the following shall be deemed to be material.
 - (i) Voting rights
 - (ii) Assessments, assessment liens or subordination of assessment liens
 - (iii) Reserves for maintenance, repair and replacement of the Common Areas
 - (iv) Responsibility for maintenance and repairs

- (v) Reallocations of interests in the common areas or limited common areas or rights to their use (except with regard to the Declarant's rights to expand the condominium)
- (vi) Boundaries of any unit
- (vii) Convertibility of units into common areas or vice-versa
- (viii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project (except in conformity with the provisions for expansion of the project contained in paragraph 12).
- (ix) Insurance or fidelity bonds
- (x) Leasing of units
- (xi) Imposition of any restrictions on the unit owner's right to sell or transfer his or her unit
- (xii) Restoration or repair of the condominium property (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium instruments.
- (xiii) Any provisions that expressly benefit eligible mortgage holders and the insurers or guarantors of those mortgages.

For any addition or amendment to the Condominium Instruments which is not considered to be material, such as those amendments correcting technical errors or providing clarification, the consent of an eligible mortgage holder may be presumed if such holder has received a written request to approve such additions or amendments and has not delivered or posted to the requesting party a negative response within thirty days.

- g. Nothing contained this paragraph 14 shall be interpreted to limit or affect the rights of the Declarant to expand the condominium as provided in the Declaration and to amend the Declaration and reassigned interests in the common area as a result of such expansion without the consent of any unit owner or Mortgagee.
- h. Agreements of the required majorities to- terminate the Condominium or to amend the Condominium Instruments shall be evidenced as follows:
 - (i) Actions by the Unit Owners shall be evidenced by the Owner's execution of a termination agreement or agreement of amendment or by the execution of -such agreement by the President or Treasurer of the Association accompanied by certification of vote of the Secretary.

- (ii) Agreement of the Mortgagees to termination of the Condominium shall be evidenced by their execution of a termination agreement.
- (iii) Evidence of an agreement of the Mortgagees to amendment or addition to the Condominium Instruments shall be evidenced by their execution of an agreement of amendment or, with respect to non-material changes, by an affidavit of the President of the Association that notice of amendment was delivered to a Mortgagee or sent to such Mortgagee by certified mail, return receipt requested, and such Mortgagee failed to deliver or post to the President of the Association a negative response within thirty days of its receipt of such notice.
- (iv) Any agreement terminating the Condominium shall take effect upon the recording of the appropriate evidence of such termination as herein provided in the Grafton County Registry of Deeds. Upon termination the Unit Owners shall have such interests and estates as are provided in the Condominium Act with respect to termination.

15. **Invalidity.**

It is the intention of the Declarant that the provisions of this Declaration shall be severable so that if any provision, condition, covenant or restriction hereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby.

16. **Waiver.**

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

17. **Assignment.**

The Declarant shall have the right to assign each and all of the Declarant's rights reserved and described in the Condominium Instruments and the Condominium Act, including collateral assignments to construction lenders and the assignee thereof shall hold such rights subject to the terms of the Condominium Instruments with full power to act as the Declarant.

IN WITNESS WHEREOF, Property Rehabilitation & Development Corp. has caused this Declaration to be executed by its duly authorized officer this 23rd day of December, 1985.

PROPERTY REHABILITATION & DEVELOPMENT CORP.

By _____

Its Vice President, Finance
duly authorized Thomas H. Peck

STATE OF NEW HAMPSHIRE

Grafton, SS.

Dec. 23, 1985

Personally appeared Thomas H. Peck who acknowledged himself to be the Vice President of Property Rehabilitation & Development Corp., a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Before me,

Justice of the Peace