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C E R T I F I C A T E O F R E G I S T R A T I O N

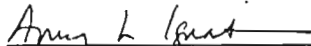
Condominium: Mountain River East Condominium, Phase I
NHAGO: LC-29-501A
Location: Thornton, Grafton County
New Hampshire
Declarant: Mountain River East Associates
P.O. Box 592
Campton, NH 03223
Units: 30

This is to certify that the above referenced condominium is registered pursuant to RSA 356-B:54, II, with respect to the offer or disposition of

Building I (Units 1 through 10), Building II (Units 11 through 20) and Building III (Units 21 through 30)

described in the Declaration and shown on accompanying site and floor plans submitted to this office. In the event that the town or municipality wherein the condominium is located does not require a certificate of occupancy or other similar approval prior to closing, this certificate is issued subject to the condition that no closing be held with respect to any condominium unit until such unit has been substantially completed.

This certification shall remain in full force and effect, subject to the conditions imposed by RSA 356-B and rules adopted thereunder, until such time as registration is suspended or revoked.



Amy L. Ignatius
Senior Assistant Attorney General
Consumer Protection and
Antitrust Bureau
Office of Attorney General
State of New Hampshire

November 26, 1986



Charles A. Wood, Registrar

Received and recorded: December 23, 1986 3:00 P.M.

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See Book 1650 Page 829

- " " 1706 " 956
- " " 1707 " 460
- " " 1717 " 416
- " " 1727 " 491
- " " 1893 " 779
- " " 2173 " 765
- " " 2181 " 194
- " " 2259 " 646
- " " 2323 " 546

DECLARATION

OF

MOUNTAIN RIVER EAST CONDOMINIUM

WHEREAS, MOUNTAIN RIVER EAST ASSOCIATES, a New Hampshire partnership with a principal place of business in the Town of Thornton, County of Grafton and State of New Hampshire, (hereinafter referred to as "Declarant"), is the owner of certain premises situate in the Town of Thornton, County of Grafton and State of New Hampshire, more fully described in Appendix A hereto, and intends to submit said premises and the improvements now or hereafter located thereon to the condominium form of ownership and use in the manner provided by the New Hampshire Revised Statutes Annotated, Chapter 356-B, (hereinafter referred to as the "Condominium Act"), and to impose upon said premises and the improvements now or hereafter located thereon mutually beneficial restrictions under a general plan of improvement.

NOW, THEREFORE, the Declarant hereby publishes and declares that all of the above-described property is held and shall be held, conveyed, hypothecated, encumbered, leased, entered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the development of the premises submitted, and shall be deemed to run with the land and shall be a benefit and burden to the Declarant, successors and assigns, and any person or persons acquiring or owning an interest in said premises, or a portion thereof, and the improvements now or hereafter located

PLAN #3332

Amendment B BK 1880 pg 738, 761, 763



thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS.

Certain terms as used in this Declaration and in the By-Laws which are included herein, shall have the meaning stated in the Condominium Act, and as follows, unless the context clearly indicates a different meaning therefor.

A. Declaration shall mean this instrument and appendices thereto.

B. Declarant shall mean MOUNTAIN RIVER EAST ASSOCIATES, a New Hampshire partnership, which has made and executed this Declaration.

C. Condominium shall mean real property, and any interests, lawfully submitted to the Condominium Act by the recordation of condominium instruments pursuant to said Condominium Act.

D. Unit shall mean a portion of the Condominium designed and intended for individual ownership and use.

E. Common Area shall mean all portions of the Condominium other than the Units.

F. Limited Common Area shall mean area a portion of the Common Area reserved for the exclusive use of the owners of one or more, but less than all, of the Units.

G. Condominium Unit shall mean a Unit together with the undivided interest in the Common Area appertaining to that Unit.

H. Convertible Land shall mean a building site which is a portion of the Common Area, within which Limited Common Area and/or Condominium Units may be created in accordance with the Condominium Act.

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I. Identifying Numbers shall mean one or more numbers that identify only one Unit in the Condominium.

J. Person shall mean a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof.

K. Purchaser shall mean any person or persons who acquire by means of a voluntary transfer a legal or equitable interest in a Condominium Unit, except as security for a debt.

L. Singular or Plural Gender, 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.

M. Unit Owner means one or more persons who own a Condominium Unit.

N. Association shall mean the Mountain River East Condominium Association, a voluntary corporation, and its successors.

O. Board of Directors shall mean the governing body of the Association elected pursuant to the By-Laws.

P. Condominium Instruments is a collective term referring to the Declaration, By-Laws and site and floor plans recorded pursuant to the provisions of the Condominium Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or certifi-

cation was made in accordance with the provisions of the Condominium Act or this Declaration.

Q. Common Expenses shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserve pursuant to the provisions of the Condominium Instruments.

2. INFORMATION REQUIRED BY THE CONDOMINIUM ACT.

A. Name and Address: The name of the Condominium shall be Mountain River East Condominium, and its address is Route #175, Thornton, New Hampshire.

B. The Land: The land owned by the Declarant which is hereby submitted to the condominium form of ownership is located on Route #175, in the Town of Thornton, County of Grafton and State of New Hampshire, and is more particularly described in Appendix A hereto.

C. General Description of Land and Buildings: The land is located on the easterly side of Route #175 in the Town of Thornton, County of Grafton and State of New Hampshire, and contains approximately 301.9 acres. The condominium consists of three (3) buildings designated "Building I, Building II and Building III", located on the land as depicted on a certain site plan to be recorded herewith. Building I contains Units 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. Building II contains Units 11, 12, 13, 14, 15, 16, 17, and 18. Building III contains Units 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30. There are three different types of Units in Mountain River East Condominium. Unit type E consists of a first floor level only. Unit type F has a first floor level with entryway and stairway, second floor level and third floor level. Unit type G consists of a first floor level, second floor

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level, and third floor level. Reference is made and had to a "Unit Key" attached hereto as Appendix D for further reference. The Buildings in Mountain River East Condominium are constructed of wood frame and wood exterior on concrete foundations. The orientation of the Units on the land and the relation of each Unit to the others is more particularly described and depicted on certain site and floor plans to be recorded herewith.

D. Description of Units: Unit type E consists of a living room, dining room, kitchen area, bedroom and bathroom, all located on the first floor level of the Building. Unit type F contains an entry hall area and stairway on the first floor level, and bedroom, bathroom, kitchen, dining room and living room on the second level. Unit type F also contains a third floor level which contains a loft. Some type F Units will have a bathroom created from a portion of the loft level on the third floor. Unit type G contains a living area, dining area, kitchen, eating area, and entry hall area on the first floor and a master bedroom, master bath, bathroom, and guest bedroom on the second floor. Type G Units also have a third floor loft level. The boundaries of each Unit are to the unfinished interior surfaces of its perimeter walls, unfinished surfaces of its lowermost floors, unfinished surface of uppermost ceilings, interior surfaces of windows and window frames, skylights and skylight frames, and unfinished interior surfaces of doors, door frames, and beams, and includes both the portions of the building so described and the space so encompassed. The Unit numbers, number of levels and type of Unit are set forth in Appendix D hereto.

E. Description of Limited Common Area: All type G Units shall have a patio area and wood storage area located on the first floor and balcony located on the second floor, which patio, wood storage area, and balcony are

limited to the exclusive use of the Unit to which each is adjacent, and are Limited Common Area for that Unit. All type E Units have a patio located on the first floor level which is limited to the exclusive use of the Unit to which each is adjacent, and is Limited Common Area for that Unit. All type F Units have a deck area on the second floor level which is limited to the exclusive use of the Unit to which each is adjacent, and is Limited Common Area for that Unit. The Declarant has reserved the right to create additional Limited Common Areas in the form of garage/storage type buildings, patios, decks, wood storage areas, and balconies from the convertible land as provided in this Declaration and the Condominium Act. The Declarant shall designate the Unit or Units to which each Limited Common Area so created is assigned by the recordation of an amendment to this Declaration and such site and floor plans as are required by the Condominium Act.

F. Description of Common Area: The Common Area shall include all parts of the Condominium that are not included within the boundaries of the Unit as provided in this Declaration. The Common Area includes, but not by way of limitation:

(i) The land upon which the building containing the Units is located, and the walks, shrubbery, gardens, parking areas and other land included in the description of Mountain River East Condominium in Appendix A hereto;

(ii) Roofs, foundations, pipes, ducts, flues, common well or wells, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and supports, to the interior surfaces thereof, and any such facilities located within a Unit, which serve parts of Mountain River East Condominium other than the Unit within which they are located;

(iii) All other parts of Mountain River East Condominium, including without limitation all corridors or hallways serving more than one Unit, the swimming pool and tennis courts, and any and all personal property acquired by the Association, necessary

or convenient to its existence, maintenance and safety, normally in common use.

G. Condominium Unit Values and Related Percentages: The area of each Unit, the area of all Units in the Mountain River East Condominium, and the percentage of undivided interest in the Common Area appertaining to each Unit and its owner for all purposes, including voting, as required by New Hampshire R.S.A. 356-B:17 are set forth in Appendix D hereto. The application of the percentage of undivided interest in the Common Area has been determined on the basis of the proportion which the size of each Unit bears to the aggregate size of all Units as reflected in Appendix D hereto. There shall appertain to each Condominium Unit in Mountain River East Condominium for voting purposes in connection with meetings of the Association, a number of votes which is equal to the percentage of undivided interest. Where a particular Condominium Unit is owned by more than one person, the owners thereof may attend any meetings of the Association, but it shall be necessary for those present to act unanimously in order to cast a vote to which they are entitled. The Declarant shall be entitled to vote with respect to any Condominium Unit owned by it.

H. Statement of Purposes and Restrictions: The Units and Common Area shall be held and used subject to the following restrictions:

(1) No Unit Owner shall occupy or use his Condominium 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 Owner and the Owner's family, or the Owner's lessee or guests. This section shall not be construed to prevent an Owner from renting or leasing his Unit for residential purposes, subject to the restriction that no such renting or leasing shall be for a period of time of less than thirty (30) days and, further, subject to the condition that any such renting or leasing shall be accomplished by a written rental agreement or lease.

(ii) Special permission may be given by the Board of Directors for limited professional office use of a particular Unit upon application of the Owner of such Unit, where the Board of Directors shall find that such limited professional use is not incompatible with the basic residential nature of Mountain River East Condominium as a whole. The Board of Directors may grant such permits and for such periods of time and upon such further terms, conditions and restrictions as it shall deem to be in the best interests of Mountain River East Condominium as a whole.

(iii) No waste shall be committed in the Common Area or Limited Common Area and specifically no trees, shrubbery, or brush shall be planted or cut, without the prior consent of the Association.

(iv) No structures of any type or nature, however temporary, shall be erected, placed or permitted on the Common Area or Limited Common Area.

(v) No snow machines, all-terrain vehicles, or other motorized recreational vehicles shall be operated within five hundred (500) feet of any Building in the Condominium, except that licensed, inspected and operating passenger vehicles may be parked in those places provided for such use and so designated by the Board of Directors or manager. Motorized recreational vehicles, snow machines, or all-terrain vehicles may be parked in those places provided for such use and so designated by the Board of Directors or manager. Subject to such rules as may be adopted by the Board of Directors, recreational vehicles, snow machines, or all-terrain vehicles may travel over and across the Common Area for access to designated parking areas.

(vi) No fires are permitted on the Common Area, except in places which may from time to time be designed for such use by the Board of Directors.

(vii) No habitation of any type or duration is permitted in or on the Common Area.

(viii) No person shall make any use of any portion of Mountain River East Condominium which constitutes a nuisance or annoyance to any Unit Owner, which constitutes a fire hazard, which may result in the cancellation of any insurance on any part of Mountain River East Condominium, or which is in violation of any law, ordinance or governmental regulation. The construction of additional buildings and Units to facilitate the conversion of the Common Area shall not be considered a nuisance or annoyance. No use shall be made of any part of Mountain River East Condominium which may increase the premiums on insurance covering any portion of Mountain River East Condominium without the approval of the Board of Directors in writing.

(ix) Other than signs erected by the Declarant, no signs of any kind shall be displayed for public view or from any Unit without the consent of the Board of Directors, who shall be empowered to adopt rules regarding the placement, size, and type of sign which may be used. No clothes lines, television or radio antennas, garbage, trash, air conditioning equipment, clothing, snow machines, or other personal property of similar nature shall be maintained, kept, stored, placed or left where it may be seen or observed by the general public or another Unit Owner.

(x) No livestock shall be kept or permitted in any Unit or in the Common Area. Birds, fish and animals of the type usually considered pets may be kept in a the Unit with the permission of the Board of Directors. Such permission may be withdrawn by the Board of Directors in the event a complaint is made by another Unit Owner.

(xi) Nothing shall be altered or constructed in or removed from the Common Area, including Limited Common Area, except upon the written consent of the Board of Directors.

(xii) The Board of Directors are authorized to adopt such rules regarding the use of the Units, Common Area, or Limited Common Area as may be necessary, and there shall be no violation of the rules by any person.

(xiii) The Declarant and persons that it may select shall have the right of ingress and egress over, upon and across 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, and complete development and sale of Mountain River East Condominium, including, without limitation, placing construction vehicles, equipment, and trailers on the Common Area. The Declarant and the persons to whom it has granted this permission shall not unduly interfere with the Unit Owners or persons occupying Condominium Units and their rights to use the Common Area and facilities. The Declarant's rights to complete construction, common development and sales of Mountain River East Condominium, as expressed herein, shall not be deemed to limit the right conferred upon the Declarant pursuant to the Condominium Act.

I. Voting Requirements in the Event of Damage or Destruction:

In the event of damage or destruction to the Condominium, the following voting requirements shall pertain:

(i) In case of fire, casualty, or other disaster, the insurance proceeds shall be applied to repair or reconstruction and the Board of Directors shall arrange for such repair or re-

construction of the damaged or destroyed portion of Mountain River East Condominium as hereinafter set forth unless Mountain River East Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of all of the buildings in Mountain River East Condominium, and the Association by vote of eighty percent (80%) of the Unit Owners' total voting power, within sixty (60) days of the date of such damage or destruction, votes not to repair or reconstruct the damaged or destroyed property, but to terminate Mountain River East Condominium. If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of all the buildings in Mountain River East Condominium and the Association votes by a vote of eighty percent (80%) of the Unit Owners' total voting power within sixty (60) days not to rebuild or reconstruct, but rather to terminate the Condominium, then agreement of the required majority of Unit Owners to terminate shall be evidenced by their execution of a termination agreement, or the president or treasurer of the Association shall execute such agreement accompanied by certificate of vote of the secretary, which termination agreement shall be recorded in the Grafton County Registry of Deeds, pursuant to the Condominium Act. Upon recordation of an instrument terminating the Condominium, Mountain River East Condominium, in its damaged condition, shall be deemed to be terminated and to be owned by the Unit Owners as tenants-in-common in proportion to their respective undivided interests in the Common Areas. As long as such tenancy-in-common lasts, each Unit Owner, or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted his Unit. Upon recordation of an instrument terminating the Condominium as hereinbefore provided, the rights that the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Areas.

(ii) If the cost of such repairs and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said cost shall be added to the Mountain River East Condominium reserve for contingencies and replacements, or in the discretion of the Board of Directors, distributed by the Board of Directors to the Unit Owners as their interests may appear, in accordance with the respective percentages hereto aforesaid. If the proceeds of insurance, paid to the Board of Directors pursuant to Subparagraph I(1) of Paragraph 2 hereof, are not sufficient to defray the costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost thereof are insufficient, assessments in sufficient additional amounts to provide payment of such costs shall be made against the Unit Owners in proportion to their respective votes in the Association. If all or any portion of such assessments are not available to the Board of Directors prior to the time that the amounts thereof are needed to provide

payment of such costs, the Board of Directors may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to this Declaration.

Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board of Directors shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

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

(iii) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Unit Owners on account of such casualty (or borrowed by the Board of Directors as provided above) shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

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

It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall first be applied to any borrowing pursuant to Section I(ii) above, and the remainder, if any, shall be added to the Mountain River East Condominium reserve for contingencies and replacements, or in the discretion of the Board of Directors, distributed by the Board

of Directors to the Unit Owners as their interest may appear, in accordance with the percentages hereto, as set forth above.

When the damage is to both Common Areas and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

J. Conversion of Mountain River East Condominium:

The Declarant hereby expressly and explicitly reserves, without limitation, the right to convert Mountain River East Condominium from time to time, by the recordation of site plans and floor plans, together with an amendment to this Declaration, duly executed by the Declarant, containing a description of the additional building or buildings to be constructed on the convertible land as set forth in Appendix B hereto, and reallocating undivided interest in the Common Areas, in accordance with Section 23 of the Condominium Act, as set forth hereafter:

(i) The convertible land within the Condominium shall be depicted on a site plan and is more particularly described in Appendix B hereto.

(ii) The maximum number of Units that may be created on the convertible land shall be fifty (50).

(iii) All convertible land shall be restricted to residential use.

(iv) Any structure or structures erected on the convertible land will be compatible with structures on other portions of the submitted land in terms of quality of construction, the principal materials to be used, and architectural styles.

(v) There are no assurances as to the nature of any other improvements that may be made on any portion of the convertible land.

(vi) Any Units created within the convertible land may not necessarily be substantially identical to the Units on other portions of the submitted land, although the exterior finish, color, and overall quality of materials will be substantially identical to Units on other portions of the submitted land. The Declarant reserves the right to alter the design of Units to be

erected on the convertible land to provide for larger or smaller overall floor space, and different configuration or layout of room and interior partitions.

(vii) The Declarant hereby expressly reserves the right to create Limited Common Areas within the convertible land. The Limited Common Area which the Declarant intends to create from the convertible land may include, without limitation, patios, decks, balconies, and garage/storage buildings. The Declarant shall not designate Common Areas therein which may be subsequently assigned as Limited Common Areas. The Declarant reserves the sole and exclusive right to determine the types, sizes, and the maximum number of such Limited Common Areas within the convertible land.

(viii) The convertible land shall be deemed a part of the Common Area, except for such portions thereof as are converted in accordance with the Condominium Act. There is no time limit, other than the expiration of five (5) years from the recording of this Declaration upon which the option to convert the convertible land to the Condominium shall expire.

3. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER.

Each Unit Owner shall be entitled to exclusive ownership and possession of his Unit, and each such Unit Owner shall be entitled to an undivided interest in the Common Area in the amount expressed above. The amount of undivided interest of each Unit Owner in the Common Area shall have a permanent character. No such interest shall be separated or severed from the Unit to which it appertains, being deemed to be conveyed or encumbered with the Condominium Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, all Unit Owners may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners or otherwise violate the provisions of this Declaration or of any condominium rules adopted pursuant to this Declaration.

Subject to the provisions of this Declaration, a Unit Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his Unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all Unit Owners expressed in an amended Declaration duly recorded, and without such consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Condominium Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

A Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his Unit, nor shall the Unit Owner be deemed to own the utilities running within the boundaries of his Unit, except as tenant-in-common with the other Unit Owners. A Unit Owner, however, shall be deemed to own and shall have the exclusive right, at his own expense, to paint, re-paint, tile, wax, paper or otherwise refinish and decorate the finished surfaces of the floors, ceiling, beams, perimeter walls and door frames bounding his Unit.

4. UNIT OWNER'S OBLIGATION TO REPAIR.

Each Unit Owner shall, at his own expense, keep his Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for providing reasonably sufficient heat to avoid the freezing of such pipes as may be located appurtenant to his Unit, and each Unit Owner shall further be responsible for the maintenance, repair or replacement of any bathroom and kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, range hoods and fans, vacuum cleaners, carpeting, drapes, ventilating fans, fireplaces and flues, and other property

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which is not Common Area and which is located in his Unit. Each Unit Owner shall immediately notify the Board of Directors or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which is Common Area within his Unit. Each Unit Owner shall also, at his own expense, keep the Limited Common Area appurtenant to his Unit in a clean and sanitary condition, and shall make all repairs of damage there- to caused or permitted by him, reasonable wear and tear excepted. In the event a Unit Owner fails to make such repairs after thirty (30) days written notice of the need for same is given to him by the Board of Directors, the Board of Directors may enter and make such repairs, the expense of which shall be borne by said Unit Owner. No Unit Owner shall permit any repair or other work in his Unit or the Limited Common Area appurtenant to his Unit, by anyone unless such person or entity has furnished written evidence that it has obtained reasonable adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Board of Directors, and unless such repair or other work is performed in compliance with all governmental laws, ordinances, rules and regulations.

5. PROHIBITION AGAINST STRUCTURAL CHANGES BY UNIT OWNER.

No Unit Owner shall, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the exterior of the buildings or other Common Area, or Limited Common Area. No Unit Owner shall do any act or work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all Unit Owners. No Unit Owner shall paint or decorate any portion of any porch, patio, storage area or balcony without

first obtaining written consent of the Board of Directors.

6. MAINTENANCE AND REPAIR OF COMMON AREAS.

Maintenance and repair of Common Areas shall be accomplished by and at the expense of the Association, except in instances where expenses are assessed by the Association against a Unit Owner or Unit Owners to repair, without limitation, windows, exterior doors, and any other portion of the Common Area damaged or destroyed through the willful or negligent act or omission of said Unit Owner or Owners or their servants, agents or invitees, and except as may be otherwise provided in this Declaration.

7. ENTRY FOR REPAIRS.

It shall be the duty of each Unit Owner to provide the Association with a key to his Unit to provide access at all reasonable times to the Association or its duly authorized agent for the purposes of maintaining and for repairing Common Areas, and the Association shall have the irrevocable right, to be reasonably exercised, through its Board of Directors or agents, to enter any Unit or Limited Common Area to inspect the same, to remove the violations therefrom and to perform any repair, maintenance or construction for which the Association is responsible, and shall have the irrevocable right, to be reasonably exercised, through its Board of Directors or agents, to enter any Unit or Limited Common Area, for the purpose of making emergency repairs necessary to prevent damage to other parts of Mountain River East Condominium. Such entry shall be made with as little inconvenience to the Unit Owner as practicable. Any damage to any Unit occasioned by the Unit Owner's failure to provide the Association with a key as heretofore provided or failure to provide access as heretofore provided shall be repaired at the sole expense of the Unit Owner of said Unit, and the Association shall be held harmless from any liability.

8. BY-LAWS.

The By-Laws shall be as set forth in Appendix C hereof. These By-Laws may be amended by two-thirds of the total votes of all members of the Association provided a copy of the proposed By-Laws has been included in the written notice of the meeting. Any such amendment shall become effective upon recordation in the Registry of Deeds for Grafton County, New Hampshire.

9. INSURANCE.

The Board of Directors shall obtain and maintain to the extent obtainable, the following insurance:

A. Fire, Vandalism and Malicious Mischief: Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all the buildings in Mountain River East Condominium, including, without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and hot water tanks and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets, appliance and fixtures, heating and lighting fixtures, carpeting, floor covering, and such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board of Directors for the Unit Owners and their mortgagees as their respective interests may appear.

B. Public Liability: Public liability insurance in such amounts as the Board of Directors may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring each member of the Board of Directors, the managing agent, the Association,

agents or employees of the foregoing, and the Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium with cross-liability coverage with respect to liability claims or anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his own Unit or within the Limited Common Area of which he has exclusive use.

C. Workmen's Compensation: Workmen's compensation insurance as required by law.

D. Officers' and Directors' Liability: Officers' and directors' liability insurance.

E. Other: Such other insurance as the Board of Directors may determine.

10. GENERAL INSURANCE PROVISIONS.

The Board of Directors shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Paragraph 9 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and review to include an appraisal of improvements within Mountain River East Condominium, and shall make any necessary changes in the policy provided for under Paragraph 9 above in order to meet the coverage requirements of such Paragraph.

The Board of Directors shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 9 above:

A. Waivers of Subrogation: Shall contain waivers of subrogation by the insurer as the claims against the Association, its employees,

members of the Board of Directors, Unit Owners and members of the family of any Unit Owner who reside with said Unit Owner, except in cases of arson and fraud.

B. Waivers of Defense: Shall contain a waiver of the defense of invalidity on account of the conduct of any of the Unit Owners over which the Association has "no control".

C. Non-cancellation: Shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insured thereunder and all mortgagees of Mountain River East Condominium.

D. Separation: Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees.

E. Exclusion: Shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause.

Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Paragraph 9 above, and each Unit Owner hereby assigns to the Board of Directors the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Unit Owners) shall be filed with the Association.

Each Unit Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in

his Unit or Limited Common Area, and all improvements to his Unit.

11. ASSESSMENTS.

Each Unit Owner shall pay all Common Expenses assessed against him, and all other assessments made against him by the Board of Directors in accordance with the terms of the Declaration and By-Laws, and all expenses so incurred and some so assessed but unpaid shall be secured by a lien as provided in Section 46 of the Condominium Act. Assessments and Common Expenses paid on or before ten (10) days after the due date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment. Any Unit Owner or purchaser of a Condominium Unit, having executed a contract for the disposition of same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that Condominium Unit. Such request shall be in writing and directed to the president of the Association. The Board of Directors shall, through one of its members or duly authorized agent, supply a certificate stating the amount of any unpaid Common Expenses or other expenses or assessments against any particular Condominium Unit in accordance with the Condominium Act, Declaration and By-Laws, and the amount so stated shall be conclusively established as of such date, in favor of all persons who rely thereon in good faith as against the Association. Failure to furnish or make available such a statement within ten (10) business days from the receipt of such request, shall extinguish the lien created as to the Condominium Unit

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involved. Payment of a reasonable fee not to exceed Ten Dollars (\$10.00) will be required as a prerequisite to the issuance of such a statement.

A purchaser of a Condominium Unit shall be liable for the payment of any such expenses or assessments against said Condominium Unit prior to acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional first mortgagee or other purchaser at a foreclosure sale, or an institutional mortgagee accepting a deed in lieu of foreclosure, shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.

Any lien for unpaid Common Expenses or assessments or other expenses perfected as provided in Section 46 of the Condominium Act shall be prior to all other liens and encumbrances except:

A. Real Estate Taxes: Real estate taxes on the Condominium Unit.

B. Prior Liens or Encumbrances: Liens or encumbrances recorded prior to the recordation of the Declaration;

C. First Mortgage or First Deed: Any sums paid on any first mortgage or first deed of trust encumbering the Condominium Unit and securing institutional lenders.

Materialman's and mechanic's liens shall not be affected. A lien for unpaid assessments as provided in the Condominium Act shall also secure reasonable attorney's fees incurred by the Association instituting the collection of such assessments and the enforcement of such lien.

12. ASSOCIATION MEMBERSHIP REQUIRED.

The operation of the Association shall be in the form of a voluntary corporation which shall be organized and shall fulfill its functions pursuant to this Declaration and the Association shall have all of the powers and duties as set forth in the Condominium Act, except as limited by this Declaration and By-Laws, and all the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws and as they may be amended from time to time.

The members of the Association shall consist of all the record Unit Owners in Mountain River East Condominium. Change of membership in the Association shall be established by recording in the Grafton County Registry of Deeds a deed establishing record title to a Condominium Unit in the Condominium. The purchaser shall deliver to the Board of Directors of the Association a photostatic copy of the deed showing the book, page and time of the recording of the deed in said Registry. The Board of Directors shall keep such copy on file as evidence of the purchaser's membership in the Association for all purposes, rights and obligations as set forth in this Declaration and By-Laws. The purchaser designated by such instrument shall thereby become a member of the Association, and membership of the prior Unit Owner shall thereby terminate. The share of a member in the funds or assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit. The By-Laws of the Association shall be in form attached hereto as Appendix C.

13. SUBDIVISION AND PARTITION.

No Condominium Unit in Mountain River East Condominium shall be further subdivided. This shall not be construed as preventing two or more persons

from owning a Condominium Unit either as tenants-in-common or as joint tenants, nor as preventing such Unit Owners from entering into arrangements for sharing the use of said Condominium Unit on a time or other basis, after first complying with any and all applicable ordinances, regulations and statutes, including, without limitation, R. S. A. 356-B and its successors. This Section shall be construed, however, as preventing one or more of said Unit Owners from seeking to physically partition his, her or its interest in the Unit.

There shall be no judicial partition of Mountain River East Condominium, or any portion thereof, until the happening of the conditions expressly set forth in this Declaration in the case of damage or destruction, or unless the Condominium has been removed from the provisions of the Condominium Act as provided in said Condominium Act.

14. ENFORCEMENT.

Each Unit Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time, and with decisions adopted pursuant to said Declaration, By-Laws, administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors or manager on behalf of the Unit Owners, or in proper course, by an aggrieved Unit Owner.

15. UTILITY EASEMENTS RESERVED.

The Declarant reserves to itself, its heirs, its successors, and assigns (including possible assignees, the appropriate utility companies, and/or the Association) the right and easement to construct, maintain, repair and service

lines, wires, pipes and all other necessary and appurtenant equipment for the installation and maintenance of sewer, water, electric, telephone, television or other utility service on, through or above the Common Area, together with right to enter said Common Area to construct, lay, repair and maintain said lines, pipes and equipment. The exact location of said easements to be permanent upon the installation of said lines, pipes and equipment.

16. WARRANTY AGAINST STRUCTURAL DEFECTS.

Each of the Condominium Units of said Condominium is hereby guaranteed against structural defects for one (1) year from the date each is conveyed, and all of the common areas are so warranted for one (1) year. The one (1) year referred to in the preceding sentence shall begin as to each of the Common Areas whenever the same has been completed or if later,

A. Additional Land: As to any Common Area within any additional land or portion thereof, at the time the first Unit therein is conveyed.

B. Portion of the Condominium: As to any Common Area within any other portion of the Condominium at the time the first Unit therein is conveyed.

For purposes of this Paragraph, no Condominium Unit shall be deemed conveyed unless it is conveyed to a bona fide purchaser. For the purposes of this Paragraph, structural defects shall be those defects in components constituting any Unit or Common Area which reduces the stability or safety of the structure below accepted standards or restricts the normal intended use of all or part of the structure and which require repair, renovation, restoration, or replacement. Nothing in this Paragraph shall be construed to make the Declarant responsible for any items of maintenance relative to the Units or Common Areas.

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17. WAIVER.

No provision of this Declaration or of any rule or regulation of the Association shall be deemed to have been waived unless it is in writing and signed by the Declarant or the Board of Directors as the case requires. No such waiver in a particular instance shall be deemed a waiver in any other instance.

Failure of the Declarant or the Board of Directors to perform any duty, exercise any right or do any act required, permitted or authorized by this Declaration in any instance, shall not be deemed a waiver thereof in any other instance.

Acceptance of a fee or assessment shall not be deemed a waiver of any violation by the Unit Owner making such payment, even if the existence of said violation is known to the Declarant or the Association.

18. AMENDMENT.

Except as otherwise provided in the Declaration and By-Laws, and the Condominium Act, this Declaration may be amended by two-thirds (2/3) of the total votes of all Unit Owners or members of the Association. No amendment to this Declaration shall make any change in the sections entitled "Insurance" and "General Insurance Provisions", or in the section entitled "Voting Requirements in the Event of Damage or Destruction" unless all the Unit Owners and all the record owners of mortgages encumbering Condominium Units in the Condominium shall join in the execution of the amendment.

19. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or

portion hereof shall not affect the validity or enforceability of any other provision hereof.

20. RESALE BY PURCHASER.

Pursuant to the Condominium Act, in the event of any resale of a Condominium Unit or any interest therein by any purchaser other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

A. Section 12: Appropriate statements as provided in Section 12 "Assessments" of this Declaration.

B. Capital or Major Maintenance Expenditure: A statement of any capital expenditure or major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

C. Reserve: A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any special project by the Board of Directors.

D. Income Statement or Balance Sheet: A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.

E. Pending Suits or Judgments: A statement of the status of any pending suits or judgments in which the Association is a party defendant.

F. Insurance Coverage: A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner.

G. Prior Improvements or Alterations: A statement that any improvements or alterations made to the Unit, or the Limited Common Area

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assigned thereto, by the prior Unit Owner are not known to be in violation of the Condominium Instruments.

The president of the Association shall furnish statements prescribed above upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

21. CONSENT OF FIRST MORTGAGEE.

Notwithstanding any other provision of this Declaration, the By-Laws or any Rules and Regulations, so long as a first mortgagee is the holder of a construction mortgage lien conveyed to it by Declarant covering one or more of the Condominium Units, and unless the first mortgagee shall have given its approval, the Unit Owners Association and Board of Directors shall not be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) partition or subdivide any Unit;

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;

(iv) use hazard insurance proceeds for losses to the property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or Common Area; or

(v) amend, modify or otherwise change any rights or obligations under this Declaration, the By-Laws or any Rules and Regulations.

22. CONSENT OF UNIT MORTGAGEES.

Notwithstanding any other provision of this Declaration, the By-Laws or any Rules and Regulations, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Grafton County Registry of Deeds constituting first liens on the Units, have given their

prior written approval, the Unit Owners Association and Board of Directors shall not be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) partition or subdivide any Unit;

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;

(iv) use hazard insurance proceeds for losses to the property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or Common Area; or

(v) amend, modify or otherwise change any rights or obligations under this Declaration, the By-Laws or any Rules and Regulations.

This Paragraph, however, shall not be deemed to require the Declarant to obtain the approval of any mortgagees or Unit Owners prior to the conversion of all or any portion of the convertible land.

23. EASEMENT TO FACILITATE SALES.

The Declarant, for itself, and its duly authorized agents, representatives, and employees, hereby reserves the right to maintain sales offices and model units on the submitted land. The number, size, and location of such sales offices and model units shall be determined by the Declarant in its sole discretion and it shall be subject to change by the Declarant to suit its convenience in facilitating sales.

24. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, MOUNTAIN RIVER EAST ASSOCIATES has caused these presents to be executed in its name and behalf by all of its General Partners, this 1st day of December, 1986.

MOUNTAIN RIVER EAST ASSOCIATES

[Signature]
Witness

By: [Signature]
Judith A. Ingram, General Partner
Duly Authorized

[Signature]
Witness

By: [Signature]
James R. Ingram, General Partner
Duly Authorized

[Signature]
Witness

By: [Signature]
Herbert G. Ingram, General Partner
Duly Authorized

STATE/~~COMMONWEALTH~~ OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Dec 1, 1986.

BEFORE ME, the undersigned officer, personally appeared JAMES R. INGRAM who acknowledged herself to be a General Partner of MOUNTAIN RIVER EAST ASSOCIATES, a partnership, and that she as such General Partner executed the foregoing instrument for the purposes therein contained as her voluntary act and deed.

[Signature]
Notary Public
Justice of THE Peace

My commission expires:

STATE/~~COMMONWEALTH~~ OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Dec 1, 1986.

BEFORE ME, the undersigned officer, personally appeared ~~JAMES R. INGRAM~~ JUDITH INGRAM who acknowledged ~~himself~~ herself to be a General Partner of MOUNTAIN RIVER EAST ASSOCIATES, a partnership, and that ~~he~~ she as such General Partner executed the foregoing instrument for the purposes therein contained as ~~her~~ her voluntary act and deed.

Jane U. Sawyer
Notary Public



My commission expires: 8/20/90

STATE/~~COMMONWEALTH~~ OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Dec 1, 1986.

BEFORE ME, the undersigned officer, personally appeared HERBERT G. INGRAM who acknowledged himself to be a General Partner of MOUNTAIN RIVER EAST ASSOCIATES, a partnership, and that he as such General Partner executed the foregoing instrument for the purposes therein contained as his voluntary act and deed.

Jane U. Sawyer
Notary Public



My commission expires: 8/20/90

APPENDIX A/Declaration

DESCRIPTION OF SUBMITTED LAND

A certain tract or parcel of land situate on the easterly side of Route #175 in the Town of Thornton, County of Grafton and State of New Hampshire, depicted as Parcel Number IV containing 301.9 acres, more or less, on a plan entitled "Site Plan, Mountain River East, A Development Owned by Herbert G. and Judith A. Ingram in Thornton, N. H." prepared by Roy A. Sabourn, L.L.S., which premises are more particularly bounded and described as follows:

Beginning at an iron pipe on the East side of Route 175 at land of Rebecca Pope; thence South 82° 45' East crossing the power line and by land of Rebecca Pope a distance of 1,367 feet along a wire fence to a natural stone monument set in stones and witnessed ME 1968; thence continuing South 82° 45' East along a wire fence and by land now or formerly of Anderson a distance of 1,684.3 feet to a spruce stake and stones scribed ME 1968; thence continuing South 82° 45' East along a wire fence and by land of Ruth Horner a distance of 1,057 feet to a natural stone monument set in stones; thence North 28° 30' East by land of Moody Dole a distance of 1,096.8 feet and North 25° East by land of Moody Dole 1,859.4 feet to a large natural stone monument chiseled JK 1916; thence South 84° East 1,173.5 feet by land of Moody Dole to a stake and stones scribed H, Draper, 1951, #49, #48, Lot 49 and a beech tree witnessed JK 1906, which stake and stones is located North 84° West 145.8 feet from a stone pile which marks the Northwest corner of land formerly of Chester Brown; thence North 8° East 104.94 feet by land of Yorkshire Timber Co. to a stake and stones scribed 1951, H Draper on the South side of a logging road; thence North 6° 30' East 422.4 feet, crossing a brook, and by land of Yorkshire Timber Co. to a natural stone monument chiseled JK 1916; thence North 86° 30' West 1,800 feet by land now or formerly of Phil Look to a natural stone monument chiseled JK 1916 witnessed H 1975; thence South 3° 40' West 266.6 feet by land now or formerly of said Look to a natural stone monument chiseled JK 1916 and a hemlock tree witnessed 1916 and H 1973; thence North 80° 15' West 401.3 feet by land now or formerly of said Look and North 81° 40' West 1,184 feet by said Look land to a natural stone monument witnessed JK 1916; thence following a wire fence in a general southerly direction still by land now or formerly of Phil Look to a corner in said wire fence (the straight line distance between the two points last mentioned being South 12° 30' West 790.6 feet); thence following a wire fence in a southwesterly direction still by land now or formerly of said Look to a corner of wire fences (the straight line distance between the two points last mentioned being South 42° 45' West 597.7 feet); thence North 83° West 528 feet along a wire fence still by said Look land to land of Evelyn M. Benton; thence South 6° 30' West 1,323.4 feet along a wire fence and by land of Evelyn M. Benton to a corner of wire fences on the northerly side of a logging road; thence continuing South 6° 30' West a distance of 460 feet; thence North 82° 30' West a distance of 1,265.2 feet by land this day conveyed by the grantors to Evelyn M. Benton to a point; thence North 84° West 898.8 feet by said land conveyed to Evelyn M. Benton to an iron pipe to be set in the ground on the East side of Route 175; thence southerly along the East side of Route 175 a distance of 330 feet to an iron pipe at land C. P. Parker; thence South 85° East 250 feet by land of said Parker to an iron pipe; thence South 2° 30' East 350 feet by land of said Parker to an iron

pipe; thence North 85° West 250 feet by land of said Parker to an iron pipe on the East side of Route 175; thence southerly along Route 175 a distance of 214 feet to the point of beginning.

MEANING AND INTENDING hereby to describe and convey Tract No. 2 as conveyed to Herbert G. Ingram and Judith A. Ingram under Warranty Deed of John D. Merrill, et als, dated October 3, 1984, and recorded in the Grafton County Registry of Deeds at Volume 1521, Page 278, EXCEPTING AND RESERVING therefrom Lot #1 containing 5.64 acres, more or less, as depicted on the aforementioned plan, and Lot #2 containing 4.55 acres, more or less, which contain a portion of the premises conveyed as Tract No. 2 at Volume 1521, Page 278.

MEANING AND INTENDING hereby to describe Lot #4 containing 301.9 acres, as depicted on the aforementioned plan.

APPENDIX B/Declaration

DESCRIPTION OF CONVERTIBLE LAND

A certain tract or parcel of land situate on the easterly side of Route #175 in the Town of Thornton, County of Grafton and State of New Hampshire, depicted as a parcel labeled "Convertible Land 29.4 acres" on a plan entitled "Revised Site Plan Mountain River East, A Development Owned by Herbert G. and Judith A. Ingram in Thornton, N. H." prepared by Roy A. Sabourn, L.L.S., to be recorded herewith, which premises are more particularly bounded and described as follows:

Beginning at an iron pipe on the East side of Route 175 at land of Rebecca Pope; thence South 82° 45' East crossing the power line and by land of Rebecca Pope a distance of 1,367 feet along a wire fence to a natural stone monument set in stones and witnessed ME 1968; thence continuing South 82° 45' East along a wire fence and by land now or formerly of Anderson a distance of 1,684.3 feet to a spruce stake and stones scribed ME 1968; thence continuing South 82° 45' East along a wire fence and by land of Ruth Horner a distance of 1,057 feet to a natural stone monument set in stones; thence North 28° 30' East by land of Moody Dole a distance of 1,096.8 feet and North 25° East by land of Moody Dole 1,859.4 feet to a large natural stone monument chiseled JK 1916; thence South 84° East 1,173.5 feet by land of Moody Dole to a stake and stones scribed H, Draper, 1951, #49, #48, Lot 49 and a beech tree witnessed JK 1906, which stake and stones is located North 84° West 145.8 feet from a stone pile which marks the Northwest corner of land formerly of Chester Brown; thence North 8° East 104.94 feet by land of Yorkshire Timber Co. to a stake and stones scribed 1951, H Draper on the South side of a logging road; thence North 6° 30' East 422.4 feet, crossing a brook, and by land of Yorkshire Timber Co. to a natural stone monument chiseled JK 1916; thence North 86° 30' West 1,800 feet by land now or formerly of Phil Look to a natural stone monument chiseled JK 1916 witnessed H 1975; thence South 3° 40' West 266.6 feet by land now or formerly of said Look to a natural stone monument chiseled JK 1916 and a hemlock tree witnessed 1916 and H 1973; thence North 80° 15' West 401.3 feet by land now or formerly of said Look and North 81° 40' West 1,184 feet by said Look land to a natural stone monument witnessed JK 1916; thence following a wire fence in a general southerly direction still by land now or formerly of Phil Look to a corner in said wire fence (the straight line distance between the two points last mentioned being South 12° 30' West 790.6 feet); thence following a wire fence in a southwesterly direction still by land now or formerly of said Look to a corner of wire fences (the straight line distance between the two points last mentioned being South 42° 45' West 597.7 feet); thence North 83° West 528 feet along a wire fence still by said Look land to land of Evelyn M. Benton; thence South 6° 30' West 1,323.4 feet along a wire fence and by land of Evelyn M. Benton to a corner of wire fences on the northerly side of a logging road; thence continuing South 6° 30' West a distance of 460 feet; thence North 82° 30' West a distance of 1,265.2 feet by land this day conveyed by the grantors to Evelyn M. Benton to a point; thence North 84° West 898.8 feet by said land conveyed to Evelyn M. Benton to an iron pipe to be set in the ground on the East side of Route 175; thence southerly along the East side of Route 175 a distance of 330 feet to an iron pipe at

land C. P. Parker; thence South 85° East 250 feet by land of said Parker to an iron pipe; thence South 2° 30' East 350 feet by land of said Parker to an iron pipe; thence North 85° West 250 feet by land of said Parker to an iron pipe on the East side of Route 175; thence southerly along Route 175 a distance of 214 feet to the point of beginning.

MEANING AND INTENDING hereby to describe and convey Tract No. 2 as conveyed to Herbert G. Ingram and Judith A. Ingram under Warranty Deed of John D. Merrill, et als, dated October 3, 1984, and recorded in the Grafton County Registry of Deeds at Volume 1521, Page 278, EXCEPTING AND RESERVING therefrom Lot #1 containing 5.64 acres, more or less, as depicted on the aforementioned plan, and Lot #2 containing 4.55 acres, more or less, which contain a portion of the premises conveyed as Tract No. 2 at Volume 1521, Page 278.

FURTHER EXCEPTING AND RESERVING a certain tract or parcel of land depicted on the aforementioned plan as a parcel containing 7.39 acres, more or less, which excepted and reserved premises are more particularly bounded and described as follows:

Beginning at a concrete bound set in the ground on the easterly limit of Route 175 at the Southwest corner of land now or formerly of Iber; thence running South 85° 00' 50" East a distance of 460.12' to a concrete marker set in the ground; thence turning and running North 30° 20' 40" East a distance of 387.35' along land now or formerly of Iber to a concrete marker set in the ground; thence running North 30° 20' 40" East a distance of 161.00' along land now or formerly of Herbert G. and Judith A. Ingram to a point; thence turning and running South 59° 39' 20" East a distance of 307.00' to a point; thence turning and running South 26° 03' 10" West a distance of 646.96' to a point; thence turning and running North 82° 08' 20" West a distance of 693.00' along land now or formerly of O'Shea to an iron rod set in the ground on the easterly limit of said Route 175; thence turning and running North 08° 07' 15" West a distance of 210.41', more or less, along said roadway to the point of beginning.

MEANING AND INTENDING hereby to describe a tract or parcel containing 294.5 acres.

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APPENDIX C/Declaration

BY-LAWS

of

MOUNTAIN RIVER EAST CONDOMINIUM

ARTICLE I

Miscellaneous

1. Application. The management and administration of Mountain River East Condominium shall be regulated and governed by these By-Laws. All present and future Unit Owners of any interest in Mountain River East Condominium including MOUNTAIN RIVER EAST ASSOCIATES and all visitors, tenants, occupants or persons who in any way use any of the facilities of Mountain River East Condominium shall hold such interest, visit, lease, occupy or use said facilities subject to these By-Laws.

The acceptance of a deed, execution of a lease or an act of occupancy or use which relates to any land, buildings or facilities in Mountain River East Condominium shall constitute acceptance by the actor that these By-Laws, and the Declaration of which they are a part are effective and binding upon him, his heirs, successors and assigns.

2. Definitions. Words and terms used herein shall have the meaning ascribed to them in that section of the Declaration which is headed "Definitions" unless the context requires a different meaning.

3. Membership. The membership of the Association shall consist of, and be limited to, Unit Owners of Mountain River East Condominium. In the event a Unit is owned by more than one person, then the membership relating thereto shall be held in the same names and in the same manner as the Unit.

4. Severability. The invalidity of any portion or portions of these By-Laws shall not cause any other portions thereof, or of the Declaration of which it is a part, to be invalid or unenforceable.

5. Construction. These By-Laws shall be interpreted liberally so as to give effect to and to assist and to aid in the implementation of the overall plan for the management and government of Mountain River East Condominium.

6. Amendment. Except as otherwise provided in these By-Laws, the Declaration and the Condominium Act, any provision hereof may be amended by two-thirds (2/3) of the total votes of all members of the Association.

ARTICLE II

Board of Directors

1. Composition. Subject to Section 2 of this Article, the powers and duties of the Association shall vest in a Board of three (3) Directors, all of whom shall be members of the Association, spouses of members or, in the event of a corporate member, a director or officer of a member.

2. Declarant to Perform Functions. Until the Declarant has conveyed Units to which three-fourths (3/4) of the undivided interest in the Common Area appertains or until September 1, 1988, whichever shall first occur, the right, duties and functions of the Board of Directors and the Association shall, at Declarant's option, be exercised by the Declarant. The Declarant shall have the option at any prior time to relinquish to the Association responsibility of electing all members of the Board of Directors.

3. Election. At each annual meeting, subject to the provisions of Section 2 of this Article, the members shall elect a Board of Directors for the forthcoming year; provided, however, that 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 fewer than three (3) members, and such Nominating Committee shall recommend to the annual meeting one (1) nominee for each position on the Board of Directors to be filled at that particular annual meeting. Nominations for the Board of Directors may also be made from the floor at the annual meeting.

4. Term. Members of the Board of Directors shall hold office for a term of three (3) years, except that at the first annual meeting at which the Board of Directors shall be elected, one shall be elected for a term of one (1) year, one shall be elected for a term of two (2) years, and one for a term of three (3) years. The members of the Board of Directors shall serve until their death, resignation, removal, or until their successors are elected; provided that if any member ceases to qualify for membership in the Association, his membership on the Board of Directors shall therefore terminate.

5. Resignation and Removal. Any member of the Board of Directors may resign at any time by giving written notice to the President and any member may be removed from membership on the Board of Directors by a two-thirds (2/3) vote of the members' total voting power at any annual or special meeting of the Association, notice of the time and subject of which has been mailed to all members as prescribed by law prior to the date thereof. 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 the said vacancy shall be filled for the unexpired term.

6. Voting.

(a) Each Director shall have one vote, and the Board of Directors shall transact its business by majority vote, provided a quorum is present. A quorum shall consist of a majority of the Directors.

(b) The Board of Directors may act in the absence of a quorum, if all the members not present assent in writing to the action taken by signing a copy of the minutes of the meeting which is then filed with the Secretary.

(c) The Board of Directors may act without a meeting if all the members thereof sign a record of the action taken, which is then filed with the Secretary.

(d) Each Director attending a meeting shall be required to sign the minutes of that meeting.

7. Meetings. The Board of Directors shall determine the times and places of its regular meetings. The President of the Association or two members of the Board of Directors may call a special meeting. Notices of all regular meetings shall be mailed to each Director at least twenty-one (21) days prior to the date thereof, and notice of all special meetings at least seven (7) days prior to the date thereof. Notice is waived by any Director who attends the meeting or who waives the same in writing.

8. Powers. The Board of Directors shall have the powers and duties specifically conferred upon it by the Condominium Act, the Declaration and these By-Laws, and all other powers and duties necessary for the administration of the affairs of Mountain River East Condominium and the Association (except as otherwise provided by law, the Declaration or these By-Laws), including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of Mountain River East Condominium the cost of all of which items shall be Common Expenses:

(a) The services of a manager or managing agent, to the extent deemed advisable by the Board of Directors, to whom the Board of Directors may delegate any of its duties not requiring a vote of the Board of Directors, as well as the services of any other professional or other personnel as the Board of Directors may determine to be necessary or proper to the operation of Mountain River East Condominium and the Association whether such personnel are employed directly by the Board of Directors or are furnished by the manager or managing agent.

(b) Maintenance of the Common Area and facilities, including snow removal, landscaping, conservation practices, trash removal, heat, light, maintenance of whirlpools and saunas, and any other services for the Common Areas deemed necessary by the Board of

Directors.

(c) Maintenance of the outside surfaces of all structures necessary to keep each one in good appearance and repair and to insure that the outside of no structure will be maintained or repaired in a fashion that will impair or destroy the integrity or unity of the structure.

(d) Legal and accounting services necessary or proper for the operation of Mountain River East Condominium and the Association or the enforcement of the provisions of the Declaration and By-Laws, the Condominium Act, and the rules and regulations promulgated as herein provided.

(e) Such equipment, tools, appliances, and other personal property for the Common Area as the Board of Directors shall determine are necessary and proper.

(f) Fire and liability insurance as required by the Declaration and Condominium Act, and such other insurance as required by law or as the Board of Directors may determine.

(g) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a particular Unit the cost thereof shall be specially assessed to the Unit Owner of such Unit, and further provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for the Limited Common Area, the cost thereof shall be specially assessed to the Unit Owner of the Unit with which the Limited Common Area is associated.

(h) Any emergency repairs to any Unit to prevent damage to other parts of Mountain River East Condominium subject to Paragraph 7 of the Declaration.

(i) Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or preserve the appearance and value of Mountain River East Condominium and the Owner of said Unit has failed or refused to perform said maintenance or repair within thirty (30) days after written notice of the necessity of said maintenance or repair is delivered by the Board of Directors to said Unit Owner, provided that the Board of Directors shall levy a special assessment against the Unit Owner for the costs of said maintenance

or repair.

(j) A fidelity bond, naming any representative of Mountain River East Condominium who handles or is responsible for the funds of Mountain River East Condominium or the Association and such other persons as may be designated by the Board of Directors, as principals, and the Unit Owners as obligees.

The Board of Directors shall have no power to expend in excess of Two Thousand Dollars (\$2,000.00), for the acquisition of personal property, or for capital improvements without a majority vote of the voting power of the members present and voting at a duly held meeting of the members of the Association, unless such expenditures are for repairs of an emergency nature, in which case a quorum of the Board of Directors, so voting, shall have such authority.

The Board of Directors shall have the exclusive right to contract for all such goods, services and insurance referred to in this Section, which right may be delegated by it.

The Board of Directors may make, amend and repeal rules and regulations governing the use of the Units, Common Area, or Limited Common Area of Mountain River East Condominium as may be necessary, and there shall be no violation of the rules by any person.

9. Indemnification. The officers of the Association and the members of the Board of Directors shall not be liable to any Unit Owner for any act unless such act constitutes willful misconduct, gross negligence or is in willful contravention of the Declaration. The members shall indemnify and hold harmless each officer of the Association and each member of the Board of Directors against liability for any contracts made on behalf of the Association unless fraudulent, made in bad faith or contrary to the provisions of the Declaration.

No officer or Director shall be exempt from or entitled to indemnification against liability for his own tortious conduct against the person or property of another.

10. Records. The Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures by the Association specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Said records shall be available for examination by the members, or their agents, at convenient times.

11. Audit. Any member may at any reasonable time at his own expense cause an audit or inspection to be made of the books and records of the manager or 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 Association and furnish copies thereof to the members.

ARTICLE III

Officers

1. Election - Term. The officers shall consist of a President, Vice-President/Treasurer and Secretary. They shall be members of the Association and 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 the period that the Declarant holds all of the positions of members of the Board of Directors, Declarant, in its discretion, may hold any office of the Association.

2. President. The President shall act as chief executive officer of the Association and shall preside at all meetings of the Association. He shall be a member of the Board of Directors.

3. Vice-President/Treasurer. The Vice-President/Treasurer shall assist the President in the discharge of his duties and shall preside at all meetings in the absence of the President and shall have charge of all funds of the Association and perform such other duties as directed by the Board of Directors. He shall be a member of the Board of Directors. He shall keep and maintain books and records relating to the financial affairs of the Association and shall submit to the Board of Directors a proposed budget for the operation of the Association during the forthcoming year in time for the Board of Directors to review same prior to the annual meeting. He shall, upon appropriate notice, make his books and records available for inspection by any member of the Association. The Board of Directors may delegate such of the Vice-President/Treasurer's powers and duties to the manager or managing agent as it deems advisable.

4. Secretary. The Secretary shall keep a record of all meetings of and actions by the Board of Directors and the Association. He shall keep all records, documents and other papers of the Board of Directors and the Association, and he shall be charged with the responsibility of notifying members of meetings as prescribed by law. He shall be a member of the Board of Directors.

5. Posting of Names of Officers.
Commencing immediately following the first annual meeting, the Board of Directors shall be responsible for the posting of the names of the current members of the Board of Directors and of the other officers of the Association, from time to time, at a prominent location in the Common Area.

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ARTICLE IV

Meetings

1. Annual Meeting. Commencing in 1987, subject to the provisions of the Declaration, the Condominium Act and these By-Laws, the annual meeting of the Association shall take place on the Saturday of Labor Day Weekend in each year at 10:00 am, on the Common Area, or at such other time and place (which shall not be more than thirty (30) days before or after said date) as the Board of Directors shall direct. In addition to the election of a member or members of the Board of Directors any other business to be transacted at the annual meeting, the Board of Directors shall present a statement of Common Expenses and assessments for the preceding fiscal year, itemizing receipts and disbursements, and a proposed budget of the estimated Common Expenses and assessments for the then current fiscal year. Within thirty (30) days after the annual meeting, the President shall cause a copy of the minutes thereof to be mailed to each member.

2. Special Meetings. Special meetings of the Association may be called at any time by the President, a majority of the Board of Directors or those members who have one-third of the total voting power of the membership.

3. Notice. Written notice of all meetings as prescribed by the Condominium Act shall be sent by United States mail, return receipt requested, to all Unit Owners of record at the address of their respective Units, and to such other addresses as any of them may have designated; said notice shall state the date, time and place of the meeting, as well as the matters to be considered thereat. Notice shall be sent at least twenty-one (21) days in advance of an annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting as set forth in New Hampshire RSA 356-B:37.

4. Quorum. A quorum shall be deemed present throughout any meeting of the Association until adjourned if persons entitled to cast twenty-five percent (25%) of the votes are present at the beginning of the meeting. The Association shall conduct its business by majority vote.

In the absence of a quorum, a majority of the persons present may vote to adjourn the meeting to a time not more than thirty (30) and not less than ten (10) days after the date of the original meeting. The President shall cause notices of said adjourned meeting and the reason therefor to be mailed to all members at least seven (7) days before the date thereof. Notices are waived by those who are present in person or by proxy and by anyone who expressly waives notice.

5. Voting.

(a) Each member of the Association shall be entitled to cast a number of votes equal to the ownership percentage attributable to that Unit as set forth in the Declaration.

(b) Votes may not be split in the event a membership is owned by more than one person, but such persons shall agree as to how their vote(s) is to be cast. Ownership shall be determined on the basis of the record title as shown in the Grafton County Registry of Deeds.

(c) The Declarant shall be entitled to vote with respect to each Unit owned by it.

(d) A member may assign his vote(s) to a first mortgagee of record.

(e) An Owner may vote by filing a written proxy, signed by the Owner, with the Board of Directors.

ARTICLE V

Expenses

1. Accounting Period. The fiscal year of the Association shall be the twelve (12) month period ending September 30.

2. Liability for Expenses. All expenses of the Association shall be shared by the members in the proportion that each member's number of votes bears to the total votes of all members.

3. Assessments. On or prior to November 1 of each year the Board of Directors shall estimate the Common Expenses to be required during the twelve (12) month period commencing with the preceding October 1. The Common Expenses shall include any amounts necessary to pay for the items obtained pursuant to Section 8 of Article II hereof, any amounts necessary to make up any deficit for said fiscal year just ended, a reasonable reserve for contingencies and replacements of the Common Area, any amounts required by an excess of repair and restoration costs over insurance proceeds pursuant to Paragraph 2(I) of the Declaration and any other amounts required by the terms of the Declaration, these By-Laws, or the Condominium Act. A proposed budget showing said estimated Common Expenses and assessments shall be submitted to the annual meeting of the Association, and unless changed by a majority of the voting power of the Association, the budget present shall be the budget for the fiscal year, subject to the provisions for additional assessments by the Board of Directors pursuant this Article. Common Expenses shall be assessed to the members as of the following March 31 pursuant to the percentages set forth in the Declaration. Declarant will be liable for the amount of any assessments against completed Units owned by Declarant. If said sum estimated proved inadequate for any reason, including non-payment of any Owner's Assessment, the Board of Directors may at any time levy a further assessment which shall be assessed to the Owners according to the aforementioned percentages, unless otherwise provided herein. Each Owner shall be obligated to pay the assessments made against him to the Board of Directors, and such payments shall be due in equal quarterly installments on or before the first day of

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each quarter during the twelve (12) month period commencing with the preceding October 1, or in such other reasonable manner as the Board of Directors shall designate. In the event a Condominium Unit is rendered uninhabitable by fire or other casualty, the Board of Directors, in its discretion, may abate all or a portion of the Common Expenses assessed against the Owner of said Condominium Unit while it remains uninhabitable.

During the period of Declarant's control, the Common Expense budget shall be determined by the Declarant.

Failure of the Board of Directors to determine assessments for a twelve (12) month period in the manner prescribed above shall not be interpreted as a waiver or amendment of these provisions, nor a release of a member of his obligation to pay assessments, but the assessments for the preceding twelve (12) months shall continue, and installments shall be due thereon, until a new assessment is fixed. No member may exempt himself from the liability for assessment by waiving or abandoning his use or enjoyment of the Common Area or facilities or of his Unit.

This Section shall not be amended except upon a vote of seventy-five percent (75%) of the total voting power of the members.

4. Special Assessments. Special assessments made pursuant to Section 3 of this Article, or special assessments made to cover the cost of maintenance and repairs to Units or Common Areas pursuant to the Declaration and these By-Laws, or special assessments made for any lawful purpose shall be due and payable thirty (30) days after a statement therefor is rendered. This Section shall not be amended except upon a votes of seventy-five (75%) of the total votes of the members.

5. Effect of Non-Payment. Each Owner shall pay all Common Expenses assessed against him, and all other expenses for which he is liable under the terms of the Declaration, By-Laws and the Condominium Act, and all expenses so incurred and sums so assessed, but unpaid, shall be secured by a lien as provided in Section 46 of the Condominium Act, and the Declaration.

6. Surplus. Any surplus of Common Expense payments by Owners over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association, shall be paid into the Common Expense fund for the following fiscal year as part of the reserve for replacements and contingencies for said following fiscal year.

ARTICLE VI

Compliance and Default

Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws and any Rules and Regulations adopted by the Board of Directors, and any amendments of the same. A default by an Owner shall entitle the Association acting through the Board of Directors or the

Manager, to the following relief:

(a) Legal Proceedings: Failure to comply with any of the terms of the Declaration, these By-Laws, and any Rules and Regulations adopted by the Board of Directors, shall be grounds for relief which may include, without limiting the same, an action to recover the sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the manager, or, if appropriate, by an aggrieved Owner.

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

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

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

(e) Interest: In the event of a default by any Owner against him which continues for a period in excess of ten (10) days, such Owner shall be obligated to pay interest at eighteen percent (18%)

per annum, from the due date thereof. In addition the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owner in an amount not to exceed Fifteen Dollars (\$15.00) or Six Cents (\$.06) per dollar on any amount so overdue, whichever is greater.

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

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

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

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

APPENDIX D/Declaration

MOUNTAIN RIVER EAST CONDOMINIUM

UNIT KEY

<u>Unit Number & Building</u>	<u>Unit Type</u>	<u>Number of Levels</u>	<u>Number Square Feet</u>	<u>Percentage of Undivided Interest</u>
1 Bldg I	E	1 level	594	2.570%
2 Bldg I	F	1 level & loft	964	3.070%
3 Bldg I	G	2 levels & loft	1,252	3.675%
4 Bldg I	G	2 levels & loft	1,252	3.675%
5 Bldg I	G	2 levels & loft	1,252	3.675%
6 Bldg I	G	2 levels & loft	1,252	3.675%
7 Bldg I	G	2 levels & loft	1,252	3.675%
8 Bldg I	G	2 levels	1,252	3.675%
9 Bldg I	E	1 level	594	2.570%
10 Bldg I	F	1 level & loft	964	3.070%
11 Bldg II	E	1 level	594	2.570%
12 Bldg II	F	1 level & loft	964	3.070%
13 Bldg II	G	2 levels & loft	1,252	3.675%
14 Bldg II	G	2 levels & loft	1,252	3.675%
15 Bldg II	G	2 levels & loft	1,252	3.675%
16 Bldg II	G	2 levels & loft	1,252	3.675%
17 Bldg II	G	2 levels & loft	1,252	3.675%
18 Bldg II	G	2 levels & loft	1,252	3.675%
19 Bldg III	E	1 level	594	2.570%
20 Bldg III	F	1 level & loft	964	3.070%
21 Bldg III	E	1 level	594	2.570%

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APPENDIX D/Declaration

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22 Bldg III	F	1 level & loft	964	3.070%
23 Bldg III	G	2 levels & loft	1,252	3.675%
24 Bldg III	G	2 levels & loft	1,252	3.675%
25 Bldg III	G	2 levels & loft	1,252	3.675%
26 Bldg III	G	2 levels & loft	1,252	3.675%
27 Bldg III	G	2 levels & loft	1,252	3.675%
28 Bldg III	G	2 levels & loft	1,252	3.675%
29 Bldg III	E	1 level	594	2.570%
30 Bldg III	F	1 level & loft	964	3.070%

Received and recorded: December 23, 1986 3:00 P.M.

Charles A. Wood, Register