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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

CONDOMINIUM DECLARATION

GREAT ISLAND CONDOMINIUM

This Condominium Declaration, dated this 23 day of FEB, 2003, by Appleton Wentworth, LLC, a New Hampshire limited liability company with an address of P.O. Box 119, Hampton, New Hampshire 03843-0119 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real estate located in New Castle, New Hampshire, by virtue of Deed from W.W. Resort, LLC recorded at the Rockingham County Registry of Deeds at Book 3913, Page 2980, and

WHEREAS, the Declarant hereby desires to submit the land, buildings and improvements located thereon to the condominium form of ownership.

NOW, THEREFORE, the following is hereby declared:

1. The Declarant hereby submits the land described on Exhibit A attached hereto (the "Submitted Land") and buildings and any other improvements to be constructed thereon, to the condominium form of ownership and use in the manner provided in R.S.A. Chapter 356:B, all according to the following:

ARTICLE I - DEFINITIONS

- A. Association means the Association of unit owners of the Great Island Condominium.
- B. Master Association means the Wentworth By The Sea Master Association.
- C. Common Areas mean the Submitted Land, utilities, infrastructure, and all other

portions of the Condominium other than the Units.

D. Condominium means the Great Island Condominium.

E. Limited Common Areas shall mean those portions of the Common Area of the Condominium reserved for the exclusive use of a Unit Owner, including any decks, patios, or garage spaces, designated for the exclusive use of one Unit, as shown on the Floor Plans.

F. Common Expenses include expenses of administration, expenses of the maintenance, operation, repair or replacement of the Common Areas and Limited Common Areas, and any other expenses assessed for reserves and such future common expenses for which assessments may not yet be due and payable, expenses associated with the operations, duties and responsibilities of the Association and the Master Association, and other expenses which may be properly assessed under this Declaration, the Condominium By-Laws, or the Master Association Documents.

G. Unit means a single residential unit of the Condominium.

H. Owner shall mean the record title holder(s) of a Unit.

I. Site Plan shall mean the Great Island Condominium Site Plan recorded as Plan 0-31416, at the Rockingham County Registry of Deeds.

J. Master Association Documents means the Declaration of Wentworth By The Sea Master Association, Covenants, Conditions and Restrictions, recorded at the Rockingham County Registry of Deeds at Book 3261, Page 2596, and any plans referred to therein, and all amendments thereto.

K. Master Site Plan shall be the Site Plan referred to in the Master Association Documents recorded with the Rockingham County Registry of Deeds as Plan D-22413.

L. Floor Plans shall mean the final as built floor plan of each Unit which shall also depict any Limited Common Areas associated with that Unit to be recorded at the Rockingham County Registry of Deeds.

ARTICLE II - DEVELOPMENT PLAN

A. This Condominium consists of two (2) buildings with a connecting underground garage (the "Buildings"), each building containing two (2) single family dwelling units.

B. This Condominium is the last Phase of a development known as Wentworth By the Sea as shown on the Master Site Plan.

The Master Site Plan development consists of various "neighborhoods", as defined in the Master Association Documents. Each neighborhood consists of a designated area within which exists residential units or dwellings which may be single family detached, duplex or multifamily structures. Each of those neighborhoods or designated areas may be either in the form of fee simple lots, or in the condominium form of ownership. Great Island Condominium is one of the "Neighborhoods" contemplated in the Master Site Plan, consisting of the submitted land described on Exhibit A.

Each neighborhood within the Master Site Plan shall be governed by a condominium association, in the case of condominium forms of ownership, or a homeowners' association in the case of fee simple ownership. All of the individual condominium associations, or homeowners associations, including the Great Island Condominium Association, upon the recording the documents relating to such condominium or homeowner's association become subject to the Master Association Documents. Each owner of a residence within a neighborhood, including the Great Island Condominium, shall be required to be a member of the Master Association, and shall be entitled to one (1) vote of the Master Association. The Master Association shall be responsible for the regulation, operation, maintenance, repair, and replacement of all facilities which shall be common to the Wentworth By the Sea development as a whole. Reference to the Master Association Documents should be made for a description of the facilities and improvements to be maintained by the Master Association, and the rights, duties and responsibilities of the members of the Master Association. Each individual neighborhood association shall be responsible for the regulation, operation, maintenance, repair, and replacement of all facilities which are included within the individual neighborhood and which service only unit owners within that neighborhood.

The improvements and facilities which shall be maintained by the Great Island Condominium Association and not the Master Association shall be as follows:

- a. the driveway and parking contained within the Submitted Land described on Exhibit A;
- b. all utilities, lines, pipes, wires, equipment or apparatus not owned by the service provider and which are located within the Submitted Land and which service only the Units declared hereunder unless and until the maintenance of any facilities shall be taken over by the Master Association.
- c. common entry ways, walk ways, driveways, hallways, garages and other Common Areas.
- d. all landscaping, lighting, drainage or other facilities which service or are used by the Great Island Condominium Association on the Submitted Land described in Exhibit A.
- e. all clearing of the Common Areas for views.

- f. entry signs or other signage.
- g. such other facilities which are not part of any Unit on the Submitted Land.

ARTICLE III - BOUNDARIES OF UNITS

The Condominium shall consist of two (2) buildings, with a connecting garage, each building containing two (2) Units, for a total of four (4) Units. The layout, location, numerical designation, dimensions and area of each Unit are shown on the Floor Plan. Each Unit is made up of all or a portion of three (3) levels served by individual elevators within each Unit.

The boundaries of each Unit are defined as follows:

- A. Horizontal Boundaries: The horizontal boundaries of each Unit shall be:

Lower Boundary: The unfinished interior surface of the lowest most floor.

Upper Boundary: The unfinished interior surface of the ceiling on the upper most floor.

- B. Vertical Boundaries: The vertical boundaries of each Unit shall be:

Interior Walls: When the Unit touches another Unit or a portion of the Common Area, the interior face of any stud common to both Units or the Unit and Common Area shall be the boundary between Units or the Unit and Common Area. The studs themselves, the air spaces between, and any utilities contained therein, to the extent they serve more than one Unit, shall be Common Area.

Exterior Walls: The unfinished interior surface thereof.

Doors and Door Frames: The unfinished exterior surface of doors, door frames, windows, and skylights, including all glass therein.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, including the intermediate floors and ceilings as shown on the Floor Plans, except any Common Area described in Article IV below which may be located therein. The finished interior surfaces of the perimeter walls, door frames, lowest most floor, upper most ceiling of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chartes, flues, conduits or other public utility lines, bearing walls, bearing columns, or structural portions

of the building running through said Unit, which are utilized for or service more than one Unit, or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area.

ARTICLE IV - COMMON AREAS

In addition to those Common Areas within any Unit as described in Article III above, all other portions of the Condominium not included within any Unit shall be deemed to be Common Areas. Common Areas include, but are not limited to, the following:

- A. The Submitted Land, together with the benefit and subject to all of the rights, easements, restrictions, and agreements of record, if any, so far as the same may be in force, as described on Exhibit A hereto;
- B. All portions of the Submitted Land and all buildings and other improvements not included within any Unit and serving more than one Unit including, without limitation, common entryways to the buildings, walkways, roads, driveways, parking areas, garage, basement, sprinkler system, fuel tanks, grounds equipment, oil and grease traps, to the extent such may exist from time to time;
- C. The sewage systems and all associated piping and equipment and the water supply system and all associated wells, pumps, piping and equipment which provide sanitary waste disposal or which supply water to the Condominium to the extent they are not expressly owned by the utility company, and the sprinkler system, to the extent it is not privately owned.
- D. Such additional Common Areas as may be defined in R.S.A. Chapter 356-B.

ARTICLE V - LIMITED COMMON AREAS

Certain portions of the Common Areas are hereby designated as Limited Common Areas, as follows:

- A. All decks, patios open porches, or steps servicing less than all of the Units and designated as Limited Common Area to said Units on the Site / Floor Plans, and
- B. The garage spaces designated as appurtenant to each Unit on the Floor Plans.

Except for regular cleaning and upkeep which shall include keeping the areas free of debris and snow, the Limited Common Areas shall be maintained by the Association.

ARTICLE VI - ALLOCATION OF UNDIVIDED INTERESTS ("COMMON INTEREST")

There is hereby allocated to each Unit a one fourth undivided interest in the Common

Areas. The common interest appurtenant to each Unit will have a permanent character and shall not be altered without the consent of the Owner of each Unit affected thereby. The common interest appurtenant to each Unit will not be separated from said Unit even though not expressly mentioned or described in the conveyance or other instrument. The Common Areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Statute (R.S.A. Chapter 356-B).

ARTICLE VII - PARKING

Subject to regulation by the Association (as set forth in the Condominium By-Laws to be recorded as Exhibit B of this Declaration) the Owner of each Unit shall have the exclusive right to park personal vehicles in the Limited Common Area garage spaces assigned to such Unit which are located on the garage level. The outside parking spaces shown on the Site Plan are reserved for guests of the Condominium.

ARTICLE VIII - EASEMENTS

A. Each Unit shall have appurtenant thereto non-exclusive easements in the Common Areas designed for such purposes for ingress to, egress from, and utility services for such Unit, and in the other Common Areas for their use according to their respective purposes, subject always to the exclusive or limited use of the Limited Common Areas as herein provided. If any Unit or Common Area encroaches on any other Unit or Common Area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist;

B. To the extent permitted by R.S.A. Chapter 356-B:42 II, as amended from time to time or any successor statute, the Association shall have the irrevocable power as attorney in fact on behalf of all of the Unit Owners and their successors in title to grant easements through the Common Areas and accept easements benefitting the Condominium or any portion thereof;

C. The Association shall have the right, to be exercised by any officer or other agent, to enter each Unit and the Limited Common Areas at any time for making emergency repairs therein as may be necessary to prevent damage to any Unit or a Common Area, or as may be necessary for the proper maintenance of the Common Areas.

ARTICLE IX - USE OF CONDOMINIUM AND EACH UNIT

The use of each Unit and the Common Areas shall be subject to all of the following rules and restrictions:

A. Units shall be used solely for residential and no business activity of any nature shall be conducted in any Unit, except that any person residing in any such Unit may maintain therein an office for his or her personal professional use, but no employee or person other than such resident(s) of such Unit shall engage therein in such activities, and no such office shall be

advertised, held out, or used as a place for service of customers, clients or patients. Notwithstanding the restrictions of this paragraph, the Declarant and its successors in interest may, until all of the Units shall have been sold by the Declarant or such successor(s), use unsold units as models for purposes of promoting the sale or leasing of Units.

B. Units shall be subject to the further restrictions that, unless otherwise approved in writing by the Association, no such Unit shall be rented, let, leased or licensed for use or occupancy by other than the Owner thereof except for periods of one (1) month or more, nor for more than three (3) periods in any year and for not more than one family or two (2) unrelated adults. Notwithstanding such rental, letting, or leasing, Owners shall maintain electric service in their Units in their own names. Those persons whom such Units are rented, let, leased or licensed must comply with the rules and regulations of the Condominium. The Units shall not be used for any so-called time-sharing programs or purposes, whereby the Owner sells, leases, licenses or otherwise grants an interest or a right of occupancy in or to any Unit or Units for one or more (monthly or shorter) fixed or floating intervals within any two or more successive years, including, without limitation, so-called time share ownership, interval ownership, vacation or other time-sharing license or lease programs or purposes. The provision of this Paragraph shall not, however, be construed to derogate from the right of an Owner to enter into a true lease for a continuous period of one (1) month or more, subject to and in accordance with the provisions of this Paragraph and all applicable provisions of this Declaration and all rules and regulations promulgated pursuant thereto.

C. An Owner may at any time and from time to time change the use and designation of any room or space within such Unit, and may, subject to the provisions of the next sentence, modify, remove, and install non-bearing walls lying wholly within such Unit. Any and all work with respect to installation, modification or removal of interior non-bearing walls or other improvements shall be done (a) by and at the sole and separate expense and responsibility of the Owner doing the same, (b) in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the building in which the Unit is situated or any other part of the Condominium premise, or interfere with the use or enjoyment of any of the other Units or the Common Areas by others entitled thereto, and (c) pursuant to all applicable laws and regulations of governmental bodies having jurisdiction thereof, including without limitation, zoning, building, health, sanitation and fire protection laws and regulations, and pursuant to a building permit therefor, if required by law, and (d) pursuant to plans and specifications therefor which have been submitted to and approved in advance of any work relating thereto (at the reasonable expense of the requesting Owner) by the Association (and appropriate, professional consultants) which approval shall not unreasonably be withheld or delayed. The Owner performing such work shall be responsible for any damage to other Units or Common Areas and facilities caused by or attributable to the same or any work relating thereto, and such Unit Owner shall carry adequate and appropriate insurance relating to all such work (including any such insurance which may reasonable be requested by the Officers of the Association), and shall be liable for and pay any increase in common expenses directly caused by or attributable thereto, including, without limitation, any increase in insurance premium for the

Condominium master policy or policies of insurance.

D. The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature, including window, shall be erected or placed upon, or attached to any Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, no attaching decalcomania, or other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. The type of exterior surface of the Buildings, including the color of the siding and the roof shall not be changed.

E. No sign of any kind shall be displayed in the public view on or from any Unit, or within the Limited Common Area, without the prior written consent of the Association. This provision shall not apply to the Declarant.

F. Without limiting the generality of the foregoing, the painting, repairing and replacing of exterior doors, door frames, window frames, roofs, siding, patios, open porches, decks, entries and other exterior features of the Buildings will be solely within the jurisdiction of the Association. All such work will be contracted for and managed by the Association and shall be charged to the Owner of the Unit upon which the work is done or to which such Limited Common Area is appurtenant. Windows and glass shall be the responsibility of each Unit Owner. Work on structures or facilities which are Common Areas will be charged to the Association. Work on the Common Areas which is necessitated by the act, neglect or fault of the Owner or occupant of any Unit will be charged to said Unit.

G. No animals, livestock or poultry of any kind shall be raised, bred or kept within any Unit for any commercial purpose. Dogs, cats or other household pets are permitted, up to a maximum of two dogs or three cats or one dog and two cats per Unit. Each Owner is responsible to clean up after its pets in all Common Areas and all Owners shall strictly comply with all rules and regulations concerning pets as may be adopted by the Association.

H. The Association may adopt detailed rules and regulations for the use and enjoyment of the Common Areas, for avoiding noxious or offensive activity which may disturb the occupants of any Unit, and for the occupants of any Unit, and for the general governing of the Condominium, consistent with, and not in conflict with, this Declaration and the By-Laws. All Unit Owners and their tenants, guests, and licensees will strictly comply with said rules and regulations.

I. All Unit Owners shall be required to park in the underground parking spaces assigned to each Unit as Limited Common Area, and the outside Common Area parking as designated on the Site Plan shall be reserved for guests of the Condominium. No camping trailers, recreational vehicles, boats or unregistered or non-operational vehicles will be permitted

to be parked within the Condominium or any Common Areas or Limited Common Areas.

J. The Declarant shall have the right to transact any business on the Condominium property necessary to consummate sales of Units, including, but not limited to, the right to maintain models, having signs identifying Units, maintaining employees in the offices, use of the Common Areas, and to show Units for sale. All furniture and furnishings and equipment in the model units, signs and all items pertaining to sales shall not be considered Common Areas and shall remain the property of the Declarant. In the event there are completed but unsold Units, the Declarant as the Owner of the Units, shall contribute to the common expenses in the same manner as other Owners and shall have a vote in the Association for each unsold Unit.

K. The Association shall be responsible for arranging for garbage pickup, snow removal except for Limited Common Area decks, and landscaping as a common expense, together with the maintenance of the sprinkler system and all Common Areas, Limited Common Areas, the exterior of the Buildings, and all drainage improvements.

ARTICLE X - ENFORCEMENT OF RESTRICTIONS

If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in this Declaration, in the By-Laws or in any rules or regulations adopted by the Association, the Association may commence legal action against said person or entity or against the Owners of any Units within which such violation or attempts thereat are occurring, either to prevent or abate such violation, or to recover damages caused by such violation or both. In the event of a successful prosecution, the Association will be entitled to receive its costs, including reasonable attorney's fees, as part of its judgment against the defendant.

If the Association shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the By-Laws or any rules of the Association after receiving written request to do so from any Owner, then any such Owner may attempt to enforce said requirements by giving 10 days' prior written notice to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

Notwithstanding anything in this Declaration or in the By-Laws to the contrary, no Owner shall be liable for any violations except such as occur during its Unit ownership.

ARTICLE XI - INSURANCE

The Association shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided, and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, which insurance shall be governed

by the provisions of this section.

For the benefit of the Owners, the Association shall obtain and maintain at all times, and shall pay out of the common expense funds, the following insurance:

A. A Master Policy, or subscription policies, of fire insurance on all units and common elements with extended coverage, special extended coverage, and use and occupancy coverage for at least 100 percent of the replacement value of all Units and Common Areas, and such other fire and casualty insurance as the Board of Directors shall determine to give substantially equal or greater protection to the unit owners, and their mortgages, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each Unit, if any; provided, however, that notwithstanding such mortgagee loss payable endorsement, the application of all proceeds recovered thereunder shall be determined by the Board of Directors in its sole and uncontrolled discretion.

B. A Master Policy, or subscription policies, insuring the Association, its Board of Directors, the Owners and the manager, if any, against any liability to the public and the Owners and their invitees or tenants, occurring in, on, or about the Units and Common Areas, or either thereof, arising out of, or incident to, the ownership of any use of the Condominium, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$2,000,000 for all persons injured in any one accident, and shall not be less than \$2,000,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Association and to be increased in its discretion). In addition, the Association may maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

C. Workers Compensation insurance to the extent necessary to comply with any applicable laws.

D. The Association may in its discretion purchase and maintain fidelity coverage to protect against dishonest acts on the part of persons responsible for handling funds belonging to or administered by the Association. Any such fidelity bond or insurance shall name the Association as named insured.

All policies shall be written by a company or companies licensed to do business in New Hampshire.

Exclusive authority to adjust losses under policies hereafter in force on the Condominium shall be vested in the Association, or its authorized representative acting on behalf of all insureds, including the individual Owners and their mortgagees.

In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by Owners or their mortgagees.

Each Owner may obtain additional insurance at its own expense; provided, however, that no Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy which the Association may have in force on the Condominium at any particular time.

ARTICLE XII - CASUALTY INSURANCE

In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the Unit or Common Area damaged, unless the Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Association is hereby irrevocably appointed the agent for each Owner and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. If the insurance proceeds are insufficient to reconstruct the damage or destroyed building, the damage to, or destruction of, such building, shall be promptly repaired and restored by the Association, using the proceeds of insurance, if any, on such building or buildings, for that purpose, and the unit owners shall be liable for assessment for any deficiency, such deficiency to take into consideration as the unit owner's contribution any individual policy insurance proceeds provided by such owner.

ARTICLE XIII - CONDEMNATION

If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain such that no Unit or any part thereof is taken, then all compensation and damages for on account of the taking or the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Owners and mortgagees according to the loss or damage to their respective interests in such Common Areas. The Association shall have the right to act on behalf of the Owners with respect to all issues related to the taking and compensation affecting the Common Areas. Such proceeds shall, subject to the prior rights of such mortgagees, become a part of the reserve funds of the Association.

ARTICLE XIV - REVIEW OF INSURANCE

At least annually, the Association shall review all insurance carried by the Association and such review shall include an appraisal of all improvements to the Condominium by a representative of the insurance carrier writing the master policy.

The Association will review not less frequently than annually the adequacy of its insurance program and will, if requested by Owners report to each Owner in writing the Association's conclusions and actions taken, from time to time. Also, the Association shall provide each Owner with notices describing each new policy of insurance and all amendments and terminations thereof, as and when occurring, in the same manner as it provides notices of Association meetings as set forth in the By-Laws, all as required by R.S.A. Section 356-B:43 II, or any successor statute.

ARTICLE XV - AMENDMENTS TO THE CONDOMINIUM AND TERMINATION

This Declaration, the By-Laws, the Floor Plans, the Site Plan or any other condominium instruments (as defined by NH R.S.A. Chapter 356-B) may be amended from time to time, or this condominium may be terminated, only in strict compliance with NH R.S.A. Section 356-B:34, as amended from time to time or any successor statute. In no event shall such amendments be made without the consent of at least 75% of the Owners.

ARTICLE XVI - MORTGAGEE PROVISIONS

The following provisions apply to the Condominium, and none may be amended materially without the consent of at least fifty-one percent (51%) of any first mortgage holders which have notified the Association in writing of their lien on any Unit ("Eligible Mortgagees"), provided, however, that if an Eligible Mortgage Holder has been notified by certified or registered mail, return receipt requested, and has not responded within thirty (30) days after receipt of such notification, the consent of that mortgagee shall be implied for whatever Unit or Units that mortgagee has, holds, insures or guarantees the mortgage on.

A. Consent of Lenders Required. A significant change to any of the provisions governing the following items would be considered to be material:

- a. Voting rights;
- b. Increases in assessments that raise the previously assessed amounts by more than twenty-five percent (25%) in one (1) year;
- c. Changes in provisions regarding assessments liens or the priority of assessment liens;
- d. Significant reduction of reserves for maintenance, repair and replacement of Common Areas other than in the ordinary operation of the Condominium;
- e. Responsibility for maintenance and repairs;
- f. Reallocation of interests in the Common Areas or Limited Common Areas or rights to their use;

- g. Redefinition of any Unit boundaries;
- h. Convertibility of Units into Common Areas or vice versa;
- i. Expansion and contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium.
- j. Hazard or fidelity insurance requirements;
- k. Imposition of any restriction on Owners right to sell or transfer its Unit;
- l. Restoration or repair of the Condominium (after damage or partial condemnation) in the manner other than that specified in the document; or
- m. Any provisions that expressly benefit or disadvantage mortgage holders, insurers or guarantors.

B. Payment of Taxes. First mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

C. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Area.

- D. Notice to Mortgagee. An Eligible Mortgagee shall be given timely written notice of:
- a. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.
 - b. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner on which it holds the mortgage.
 - c. A lapse, cancellation or material modification of any insurance policy maintained by the Association.
 - d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

E. Management Limitation. Any agreement for professional management of the Condominium, or any other agreement providing for services by the Declarant, may not exceed one (1) year and must provide for termination by either party without cause and without payment of termination fee or penalty.

ARTICLE XVII - ARCHITECTURAL STANDARDS

Except for any original construction existing as of the date of this Declaration, and except for any construction engaged in by the Declarant or any contractor or subcontractor of the Declarant where the Declarant shall control the type of construction, and as provided in Article IX C., the following standards shall apply to any modifications of any Common Areas, or change to the outside of the Buildings:

A. Architectural Review. Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Architectural Review Committee (the "ARC"). The ARC shall be composed of at least three persons, and those persons may, but shall not necessarily include, members of the Association, members of the Board of Directors, architects, engineers or similar professionals appointed by the Board of Directors.

B. Guidelines and Procedures. The Owners shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Common Areas or Condominium.

Any amendments to the Design Guidelines adopted from time to time by the ARC in accordance with this Article shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the ARC once the approved construction or modification has commenced.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the appropriate committee for review and approval (or disapproval). In reviewing each submission, the committee may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things.

In the event that the ARC fails to approve or to disapprove any application within 60 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines.

C. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans

and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consents to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

D. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) bar the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

E. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARC shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, any committee, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit.

F. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Association or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the rate of 18% per annum may be assessed against the benefited Unit and collected as a Special Assessment as provided herein.

The officers of the Association shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

ARTICLE XVIII - DEFINITIONS

All terms and expressions used in this Declaration which are defined in New Hampshire Revised Statutes Annotated Chapter 356-B shall have the same meanings here unless the context

otherwise requires.

ARTICLE XIX - PARTIAL INVALIDITY

The invalidity of any provision of this Declaration shall not impair or affect the validity of the remainder of this Declaration and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

ARTICLE XX - AMENDMENTS

This Declaration of Condominium and By-Laws may be amended by a vote in accordance with the By-Laws of seventy-five (75%) percent of the Owners, and the consent of the mortgagees as may be required herein and by an instrument in writing signed, acknowledged and recorded, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County.

ARTICLE XXI - ASSOCIATION

The operation of a Condominium shall be by an unincorporated association, or by an incorporated association, and the association shall, at any annual meeting, vote as to which type of organization they prefer.

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 of 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.

ARTICLE XXII - RULES OF CONDUCT

The Association, through its Officers, may enforce reasonable Rules and Regulations governing the use of the Condominium. Sanctions for failure to abide by the Rules may include reasonable monetary fines, suspension of the right to vote, and suspension of the right to use recreational facilities, if any. The Association shall, in addition, have the power to seek relief in any Court for violations or to abate nuisances. The Rules may be promulgated and amended by the Board, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or the By-Laws. Copies of the promulgated Rules shall be furnished by the Secretary of the Association to each Owner prior to the time when the same shall become effective. Copies of said Rules shall be provided to any Unit Owner or its guests, tenants, invitee or licensees upon request. A vote of the majority of Owners present in person or by proxy at a meeting of the Association may overrule and declare void any Rule adopted; provided the notice of the proposal to overrule shall be included in the notice of such meeting.

Executed as of the day and year first above written.

[Signature]
Witness

Appleton Wentworth, LLC, Declarant

By: *[Signature]*
Thomas L. Nigrelli, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 23 day of February, 2007, before me personally appeared Thomas L. Nigrelli, Manager of Appleton Wentworth, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained on behalf of the limited liability company.

[Signature]
Notary Public/Justice of the Peace



EXHIBIT A

A certain parcel of land in New Castle, Rockingham County, New Hampshire, shown on a Plan entitled "As Built Condominium Site Plan Great Island Condominium, Wentworth Road, New Castle, NH", to be recorded at the Rockingham County Registry of Deeds and as more particularly described as follows:

Beginning at the southeasterly corner of the within described lot on the northerly sideline of Route 1B, Wentworth Road, as shown on the Plan; then running N 33° 59' 59" E 72.99 feet to a point; then continuing N 33° 59' 59" E 26.98 feet to a point; then turning to the right on an arc with a radius of 666.98 feet a total distance of 258.68 feet all along Route 1B to the easterly corner of the within described lot; then turning and running N 25° 05' 04" W 58.87 feet to a drill hole found; then turning and running S 66° 45' 33" W 47.97 feet to a rebar found; then running S 68° 08' 32" W 38.35 feet to a rebar found; then S 70° 32' 41" W 18.86 feet to a rebar found; then S 70° 32' 41" W 64.43 feet to a rebar found; then S 63° 44' 06" W 15.89 feet to a rebar found; then continuing S 63° 44' 06" W 80.02 feet to a rebar found; then continuing S 63° 44' 06" W 28.42 feet to a rebar found; then turning S 24° 24' 02" W 74.65 feet to a drill hole found; then turning and running S 19° 31' 10" E 141.80 feet to a rebar found; then turning and running N 89° 30' 07" E 39.96 feet to the point of beginning.

The above described property is conveyed subject to and with the benefit of the following described rights, easements, conditions and restrictions:

1. Easements, Conditions and Restrictions as shown on Plan entitled "Proposed Site Plan, Great Island Condominium, Wentworth Road, New Castle, NH" recorded as Plan D-29985 (2 sheets).
2. Easements, Conditions and Restrictions as shown on Plan entitled "Subdivision and Lot Line Revision Plan" by Doucet Survey, Inc. recorded December 22, 2000 as Plan D-28630.
3. Easements, Conditions and Restrictions as shown on Plan entitled "Revised Wentworth By the Sea Master Site Plan" recorded as Plan D-25165.
4. Subject to a water easement dated September 27, 1993 and recorded at Rockingham County Registry of Deeds at Book 3009, Page 1081, as it may apply.
5. Declaration of Covenants, Conditions, Restrictions and Easements for Wentworth By the Sea Hotel and Residential Development, New Castle, New Hampshire, dated July 26, 1999 recorded at the Rockingham County Registry of Deeds at Book 3410 Page 1286 and all plans and exhibits attached thereto or referenced therein, including by not limited to a Utilities Plan recorded as Plan B-27461, and a Landscaping Plan recorded as B-27466.

6. Declaration of the Wentworth By the Sea Master Association Covenants, Conditions and Restrictions recorded in the Rockingham County Registry of Deeds at Book 3026, Page 2596, as amended by First Amendment recorded at Book 3045, Page 2870, Second Amendment recorded at Book 3126, Page 890, Third Amendment recorded at Book 3386, Page 302, and Forth Amendment recorded at Book 3410, Page 1280; the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Wentworth By the Sea Marina and Residential Development recorded at Book 3134, Page 344; the Declaration of Covenants, Conditions, Restriction and Easements of Wentworth By the Sea Hotel and Residential Development, New Castle New Hampshire recorded at Book 3410, Page 1286, and an Agreement between the Declarant and the Wentworth By the Sea Master Association for maintenance by the Master Association of the view easements benefiting the Great Island Condominium, across the common area of the Association, to be recorded hereafter.

7 By-Laws of the Wentworth By the Sea Master Association dated December 16, 1993 and recorded at the Rockingham County Registry of Deeds at Book 3026, page 2629, and amended at Book 3460, Page 350.

8. The Covenants, Conditions and Restrictions contained in a document entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Wentworth By the Sea Marina and Residential Development, New Castle, NH" recorded at the Rockingham County Registry of Deeds at Book 3134, Page 0344.

9. Subject to an Easement to AT&T, Verizon and PSNH as it currently exists or as may be determined by Grantor.

10. Subject to an Easement to the City of Portsmouth for the relocation of the water main along the retaining wall or at a location to be determined by Grantor.

11. Subject to an Easement for the relocation of the sewer line at a location to be determined by Grantor.

12. Subject to rights of the State of New Hampshire to maintain, repair and replace the retaining wall which abutts the property.

Meaning and intending to convey Lots 1, 2, 3 and 4 as shown on a Plan entitled "Subdivision and Lot Line Revision Plan" recorded as Plan D-28630 conveyed to Grantor by deed recorded at Book 3913 Page 2980 and being a portion of the property conveyed to W.W. Resort, LLC by NC Wentworth, LLC by Deed dated July 22, 1999 and recorded at Rockingham County Registry of Deeds at Book 3410, Page 1260.