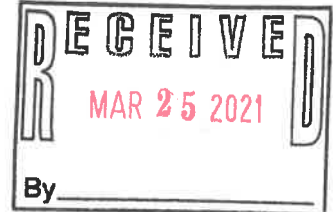




Application for Condominium Conversion/Creation

City of Rochester, New Hampshire



Date: 3-24-2021

Property information

Tax map #: 258; Lot #'s: 12-2; Zoning district: R1

Property address/location: 10 Colonial Drive

Name of project (if applicable): 10 Colonial Drive Condominiums

Applicant

Name (include name of individual): Gerti Wooding

Mailing address: 10 Colonial Drive, Rochester, NH 03839

Telephone #: 828-2016 Email address: nina9706@yahoo.com

Property owner (if different from applicant)

Name (include name of individual): same as applicant

Mailing address: _____

Telephone #: _____ Email address: _____

Number of condominium units 2; conversion? xx or new construction? _____

Any comments _____

Signature Gerti Wooding

Date: 3/24/21

Please note: One full set of documents must be submitted with this application, including condominium declaration, bylaws, floors plans, and site plan. Condominiums are approved administratively except in cases where the staff determines that review by the City Attorney is appropriate. In such cases, the owner/applicant shall pay the costs of that review. Thank you.

Office Use Only

Staff Final Determination: _____ Comments: _____

Signature: _____ Date: _____

EXHIBIT B TO DECLARATION OF
CONDOMINIUM
BY-LAWS OF 10 COLONIAL DRIVE CONDOMINIUMS

ARTICLE I
PLAN OF UNIT OWNERSHIP

1.1. Purposes. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of 10 Colonial Drive Condominiums and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws, as well as to the Declaration and the Rules promulgated hereunder.

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

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

1.4. Office. The office of the Condominium and of the Officers shall be located at the Condominium or at such other place as may be designated from time to time by the Unit Owners. The address of the Condominium is: 10 Colonial Drive, Rochester, New Hampshire.

ARTICLE II
UNIT OWNERS ASSOCIATION

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

the Condominium Act. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Officers, consisting of a President and a Treasurer.

2.2 Voting. Each Unit whether owned or rented by the Declarant or whether owned or rented by another person shall be entitled to one vote. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that unit. But if more than one of such person is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Unanimous vote is required to adopt decisions at any meeting of the Unit Owners Association. If the Declarant owns or holds title to one or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Units are entitled.

2.2.1 Stalemate. In the event the unit owners are unable to obtain a controlling vote and are deadlocked, the pending issue shall be determined by arbitration as follows: Each of the two (2) unit owners shall choose a representative to represent them within ten (10) days after either unit owner makes demand for arbitration upon the other unit owner. The two (2) representatives shall choose a third party to act with them as arbitrators within (10) day of their appointment. The three (3) arbitrators shall render their decision within thirty (30) days after the third arbitrator is chosen. The vote of the majority of the arbitrators shall control. The cost of the arbitration procedure shall be paid by the unit owner's association.

2.3 Place of Meeting. Meetings of the Unit Owners Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by them and stated in the notice of the meeting.

2.4 Annual Meeting. The first annual meeting of the Unit Owners Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting, all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect Officers. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to such date, as may be designated by the Officers and reflected in the said notice. At such annual meetings the Officers shall be elected by ballot of the Owners in accordance with the requirements of Article III. The

Association may transact such other business as may properly come before them at such meetings.

2.5 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners Association upon a petition signed and presented to the President by Owners having not less than 50% of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and business shall be transacted at a special meeting except as stated in the notice.

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

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

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

2.9 Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit owners, until adjourned, if persons entitled to cast more than 50 percent of the total votes are present at the beginning of such meeting.

2.10 Order of Business. The order of business at all meetings of the Unit Owners Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of Officers (f) reports of committees; (g) election of Officers, if applicable; (h) unfinished business; and (I) new business, any of which may be waived.

2.11 Conduct of Meeting. The President, or his designated alternative, shall preside over all meetings of the Unit Owners Association and the President shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order shall govern the conduct of all meetings

of the Unit Owners Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.

ARTICLE III

OFFICERS

3.1 Powers and Duties. The affairs and business of the Condominium shall be managed by the Officers who shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are by the Condominium Unit Owners Association. The Officers shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. In addition to the general duties imposed by these By-Laws, the Officers shall have the power to, and be responsible for, the following:

- (a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses; if any.
- (b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which they shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Officers, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
- (c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.
- (e) Making and amending Rules respecting the use of the Property and enforcing the provisions of the Declaration, these By-Laws and such

Rules, and bringing any proceedings which may be instituted on behalf of the Owners.

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

(g) Maintaining books of account showing the receipts and expenditures of the Unit Owners Association. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days.

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

3.2. Election and Term of Office. Each Officer shall hold office until his successor has been elected. For so long as the Declarant shall be an Owner, the Declarant shall have the right to appoint the officers.

3.3 Liability of the Officers. The Officers shall not be liable to the owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Officers from and against all contractual liability to others arising out of contracts made by them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Officers shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, by reason of the fact that he is or was a officer, for expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct.

ARTICLE IV

OPERATION OF THE PROPERTY

4.1 Determination of Common Expenses and Assessments Against Owners.

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

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

(c) Assessment and Payment of Common Expenses. Assessments shall be in equal monthly installments and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act.

(d) Reserves. The Officers may build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which may be funded by regular monthly payments, as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including non-payment of any Owner's assessment, the reserves are inadequate, the Officers may at any time levy a further assessment, which shall be assessed against the Owners, and which may be payable in a lump sum or in installments as the Officers may determine. The Officers shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount

or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the first Officers take office, they shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Strafford County Registry of Deeds and ending on the past day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. At the time each new owner takes title to his Unit, he shall pay to the Association a sum equal to the common charges for two (2) full months as working capital for the Association.

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

4.2 Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Officers, pursuant to the provisions of Section 1 of this Article 4. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such condominium Unit. The purchaser of a Condominium Unit or successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefore; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Officers or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for the

payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchasers or first mortgagee, in proportion to their respective votes in the Unit Owners Association.

4.3 Penalties for Nonpayment of Assessments; Collection. As provided in Section 1 of this Article 4, monthly installment payments of assessed Common Expenses shall be due on or before the first day of each month. If any such payments are not made on or before the first day of any month as they become due, or upon the expiration of such grace period as the Officers may (but need not) designate, such payment shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interest of this Association) as the Officers determine and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided. The Officers shall take prompt action to collect any assessment and late charges for Common Expenses due from any owner which remain unpaid for more than ten (10) days from the due date for payment thereof.

4.4. Maintenance and Repair.

(a) By the Officers. The officers shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner), of all of the Common Area, whether located inside or outside of the Units, the cost of which shall be charged to all Owners as a Common Expense.

(b) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar or better than the original construction and installation. The method of approving payment vouchers for all repairs and replacement shall be determined by the Officers.

4.5 Additions, Alterations or Improvements by Officers. Whenever in the judgment of the Officers the Common Area shall require additions, alterations or improvements costing in excess of Two Thousand Dollars (\$2,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvement shall have been approved by the Owners, the Officers shall proceed with such additions, alterations or improvement and shall assess all Owners for the cost thereof as a Common Expense.

4.6 Additions, Alterations or Improvements by Owners. No owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Officers. No Owner shall paint, decorate or other wise change the external appearance of his Unit, including the patio, balconies, doors and

windows, or of any fence, or of any exterior surface of the building, without the prior written consent thereof of the Officers, provided however that the Declarant shall be exempted from seeking this prior written consent during Construction of the Condominium. The Officers shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and their failure to do so within the stipulated time shall constitute a consent by the Officers to the proposed addition, alteration or improvement of change. The provisions of this Section 4.6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

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

(a) No recreational vehicles, motor homes, all terrain vehicles, snowmobiles, or boats shall be stored outside the Units, but may be located outside a unit temporarily while undergoing service or repair.

(b) Commercial vehicles in excess of 10,000 pounds GVW will not be allowed on the property except for short periods as necessary for site improvements (landscaping, tree removal, etc.)

(c) No animals, livestock or poultry of any kind may be raised, bred or kept on the property except for small common household pets, including dogs and cats, provided that they are not kept or maintained for commercial purposes.

(d) No noxious, loud or offensive activities shall be carried on, nor shall anything be done on the property which may be unreasonably annoying to other residents. In the event that a dog or other pet interferes with the quiet enjoyment of any unit owner, the pet owner shall be required to provide a remedy to protect the quiet enjoyment of all owners.

(e) All landscaping must be maintained to a degree such that it does not become a detriment to the other properties. All trash, rubbish or other refuse shall be kept under cover except for such time as is necessary for removal.

In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Officers.

4.8 Right of Access. An Owner shall grant a right of access to his Unit and adjacent Limited Common Area to the Officers for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or common area, and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

4.9 Rules. Rules concerning the operating and use of the common Area may be promulgated and amended by the Officers, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws and do not unreasonably interfere with an Owner's use of his Unit or Limited common Area. Copies of the Rules shall be furnished by the Officers to each Owner prior to the time when the same shall become effective.

ARTICLE V

INSURANCE

5.1 Insurance. Pursuant to RSA 356-B:43, the Association shall obtain and maintain, to the extent that it is needed, the following insurance:

(a) Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the building and the Condominium, including, without limitations, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of a building and customarily covered by insurance. This includes, but is not limited to, heating and other service machinery, interior walls, all furnished wall surfaces, bathroom and kitchen cabinets and fixtures and generally without limitation all Common Areas and areas subject to unit ownership which are commonly considered to be part of a standing building, except for improvements made by individual owners which exceed a total of One Thousand (\$1,000.00) Dollars and which are not reported to the insurer. Such insurance shall be in an amount at least equal to the full replacement value of the building and to be payable to the Association as trustees for the unit owners and their mortgagees as their respective interests may appear.

(b) Public liability insurance in such amounts as the Officers may from time to time determine, but in no event shall the limits of liability be less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage per occurrence, insuring the Association, the officers, and agents or employees of the foregoing and all owners and other persons entitled to occupy any portion of the Condominium, with cross-liability coverage with

respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited negligence occurring within his own unit or within the Limited Common Area over which he has exclusive use and control.

(c) Such other insurance as the Association may in its discretion deem advisable to obtain.

5.2. Individual Insurance Policies. Any owner and any mortgagee may obtain at his/its own expense additional insurance including, but not limited to, a Condominium-Unit Owners' Endorsement and a Tenants'-Homeowners' Policy and a liability policy.

5.3 Obligation of the Association. The Association shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Paragraph 1 above, and shall review with the insurer or agent at least annually the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any changes in the policy subject to other limitations as set forth herein. The Association shall be required to make every effort to see that all policies of physical damage insurance provided for herein shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, owners and members of the family of any owner who reside with the owner, except in cases of arson or fraud.

5.4 General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 5.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph (5.1) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Paragraph.

5.5 Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit-owner's endorsement" for improvement and betterments to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section of Paragraph 6 of the Declaration of Condominium. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Officers, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to paragraph 1(a) above, and each Owner hereby assigns to the board the proceeds 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 any personal property, owner or supplied by individual owners) shall be filed with the Association.

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

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Paragraph 5.1(A) hereof, of any such improvements.

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

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

ARTICLE VI

SALES, LEASES, AND ALIENATION OF UNITS

6.1 No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease,

mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these By-Laws or the Condominium Act, the undivided interest in the Common Area allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

6.2 Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Officers all unpaid common Expenses theretofore assessed by the Officers with respect to this Unit, except as provided in Section 4.2, and shall have satisfied all unpaid liens with respect to this Unit, except mortgages. The Officers shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within seven (7) days of receipt of such request by the Officers, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

6.3 Statements to Prospective Purchases. In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Owners Association, prior to the contract date of the disposition, the following:

- (a) Appropriate statements pursuant to Section 2 of Article VIII hereunder and RSA 356-B:46, VIII;
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners Association within the current or succeeding 2 fiscal years;
- (c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Officers;

(d) A copy of the income statement and balance sheet of the Unit Owners Association for the last fiscal year for which such statement is available;

(e) A statement of the status of any pending suits or judgments in which the Unit Owners Association is a party defendant;

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

(g) A statement that any improvements or alterations made to the Unit, or the Limited Common Areas assigned thereto, by the prior Unit Owner are not known to be in violation of the condominium instruments.

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

ARTICLE VII

AMENDMENT TO BY-LAWS

7.1 Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either (i) by a unanimous vote of the votes cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting; provided, however, that (a) the provisions hereof relating to selection of the Officers by the Declarant, (b) the provisions hereof providing that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c) this Section may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules may be adopted which could interfere with the display, sale, lease, or other disposition of such Unit or Units.

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

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

7.4 Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interest of the mortgagees of Units. Such provisions in these By-Laws are to be construed as covenants for the protection of mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all mortgagees shall be given sixty (60) days notice of all proposed amendments, and no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a mortgagee (including the mortgagee's use of a secondary mortgage market, i.e., the sales of mortgages to the Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding mortgages on 75% or more of the Units encumbered by mortgages.

ARTICLE VIII

MORTGAGES

8.1 Notice to Officers. An Owner who mortgages his Condominium Unit shall notify the Officers of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Officers. They shall maintain suitable records pertaining to such mortgages.

8.2 Notice of Unpaid Assessments for Common Expenses. The Officers whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Condominium Unit.

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

8.4 Notice of Damage. The Officers shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds One Thousand Dollars (\$1,000.00).

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

ARTICLE IX

NOTICE

9.1 Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the President, at the address of the President of the Association, or (ii) if to the Unit Owners Association, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

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

ARTICLE X

COMPLIANCE AND DEFAULT

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

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

liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

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

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

(e) Interest. In the event of a default by any Owner against him which continue for a period in excess of ten (10) days, such Owner shall be obligated to pay interest on the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Officers shall have the authority to impose a late payment charge on such defaulting Owner in an amount not to exceed \$15.00, or six cents (\$0.06) 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 Officers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Officers or the manager the right, in addition to any other rights set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or 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.

10.2 Lien for Assessments.

(a) The assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a

lien levied against the Unit of such Owner as provided in the Condominium Act, which lien shall, be effective seven (7) days after such assessment becomes due.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (1) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments, including late charge fees, may be accelerated and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Officers.

(c) The lien for contribution may be foreclosed in the manner provided by the Laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Officers, acting on behalf of the Unit Owners Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

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

ARTICLE XI

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

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

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

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

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

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

IN WITNESS WHEREOF, Declarant has executed these By-Laws this
day of _____, 2021.

Witness

Gerti Wooding

Witness

Nina M. Wooding

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the _____ day of _____ 2021 before me, _____,
the undersigned officer, personally appeared Gerti Wooding and Nina M. Wooding, who
acknowledged that they executed the foregoing instrument for the purposes therein
contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

DECLARATION OF CONDOMINIUM

10 COLONIAL DRIVE CONDOMINIUMS

10 Colonial Drive, Rochester, New Hampshire

Gerti Wooding and Nina M. Wooding, both single persons, of 10 Colonial Drive, Rochester, New Hampshire 038267 (hereafter jointly called the "Declarant") hereby declares

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

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

- (a) "Board of Directors" or "Board" means the executive entity designated as the governing body of the Unit Owners Association by the By-Laws of 10 Colonial Drive Condominiums.
- (b) "By-Laws" means the by-laws of the Unit Owners Association set out in Exhibit B to this Declaration, attached hereto as a part hereof, and as they may be amended from time to time.
- (c) "Condominium" means the Condominium which is established by the recordation of this Declaration, the By-Laws and the plans.
- (d) "Condominium Act" means New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time.
- (e) "Declarant" means the record owner of the Land to be hereby submitted to the condominium form of ownership.

- (f) "Land" means the real property described in Exhibit A to this Declaration, attached hereto as a part hereof, together with all easements, rights and appurtenances but exclusive of all improvements.
- (g) "Owner" or "Unit Owner" means any Person who owns a Condominium Unit. No mortgagee shall be deemed to be an Owner or Unit Owner merely because of rights acquired under a mortgage unless acquired by foreclosure deed.
- (h) "Property" means the Land and all improvements now or hereafter constructed thereon.
- (i) "Site Plan and Floor Plans" or "Plans" means the plans of the Property described herein and recorded in connection herewith, as supplemented and amended.
- (j) "Unit" means a portion of the Condominium, as shown on the Plans and as described in Paragraph 3 below.

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

- (a) Name: This condominium shall be known as 10 Colonial Drive Condominiums.
- (b) Location: The condominium is located in the City of Rochester, Strafford County, New Hampshire.
- (c) Description of Land: Exhibit A contains a legal description by metes and bounds of the Land submitted to the Condominium Act.
- (d) Description of Units:
 - (i) Buildings. The Condominium consists of a maximum of 1 building with a maximum of 2 dwelling Units. The building is and will be constructed on the land at the location, and with the dimensions, shown on the Plans.
 - (ii) Units. Each unit is allocated an equal individual interest in the Common Area. The Limited Common Area allocated to each Unit is shown on the Plans as is the location of each unit.
 - (iii) Unit Boundaries. Each of the two Units includes the portion of the building within the boundaries and the space enclosed by the boundaries. Each unit is also separated from the adjacent unit by a common party wall. The boundary between units shall be the centerline of said common party wall.

Upper Boundary: The unfinished or undecorated interior surfaces of the roof line, and any projections therefrom, of each unit.

Lower Boundary: The unfinished or undecorated interior surfaces of the foundation of each unit.

Vertical Boundary: The unfinished or undecorated interior surfaces of the exterior walls and door frames; the unfinished or undecorated interior surfaces of perimeter doors; the unfinished or undecorated interior surfaces of windows and window frames; all doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit. Any projecting porches connected to each unit shall be part of that unit.

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

(i) Common Area consists of all of the Property other than a Unit including without limitation, the following: The Land together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A attached hereto, and all improvements to the Land other than the Units; the water supply, electrical, and telephone systems serving the Condominium to the extent such systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof serving only a single Unit, which portions shall be part of the Unit); and other facilities, services or waste removal serving more than one Unit.

(ii) Limited Common Areas consist of the following Common Areas:

Each Unit will have the exclusive use of any yard adjoining it as shown on the site plans, and such other areas as shown on the site plans as limited Common Area pertaining to each Unit.

Each unit shall have an easement for access to utility meters which are located in the Limited Common Area of the other unit.

(f) Additional Assignment of Common Area as Limited Common Area. No assignments of additional common area as limited common area will be made.

(g) Allocation of Undivided Interests. Each Unit is allocated an equal, undivided interest in the Common area. Except as provided herein or in

the Condominium Act, the undivided interest allocated to each Unit shall not be altered.

- (h) Statement of Purposes and Restrictions as to Use. The Condominium and each of the Units are intended for residential use and the following provisions, together with the provisions of the By-Laws and any rules adopted pursuant to the By-laws , are in furtherance of that intent:
- (i) Residential Use. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants, guests, invitees or licensees of the Owner. Except as set forth below, no commercial or business use of any kind may be made of the Units or Common Area. This restriction shall not be construed to prohibit Owners from leasing their Units or Limited Common Area so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration and the By-Laws. This restriction shall not prohibit use of any Unit for a business/home office compatible with residential use, including but not limited to a real estate or rentals office so long as such use is permitted by City Ordinance.

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

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

- (k) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein , or in any deed conveying a Unit from the Declarant to a purchaser shall be altered in any way by encroachments as a result of the construction of the structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.
- (l) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in the other Unit and serving the common Area or his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Unit to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other units or the Common Area and located in such Unit. The Board of Directors and its agents or representatives, shall have a right of access to each Unit to inspect the same, to correct violations of the Rules or By-Laws and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.
- (m) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any rules and regulations adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors and the Condominium Unit Owners Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees.

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

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

- (n) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of the other Units for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and the By-Laws.
- (o) Septic System: The two condominium units share a single septic system. Maintenance and/or repair or replacement of the septic system, or any component of it, shall be shared equally by the owners of the two units.

4. Insurance. Pursuant to RSA 356-B:43, the Association shall obtain and maintain, to the extent that it is needed, the following insurance:

- (a) Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the building and the Condominium, including, without limitations, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of a building and customarily covered by insurance. This includes, but is not limited to, heating and other service machinery, interior walls, all furnished wall surfaces, bathroom and kitchen cabinets and fixtures and generally without limitation all Common Areas and areas subject to unit ownership which are commonly considered to be part of a standing building, except for improvements made by individual owners which exceed a total of One Thousand (\$1,000.00) Dollars and which are not reported to the insurer. Such insurance shall be in an amount at least equal to the full replacement value of the building and to be payable to the Association as trustees for the unit owners and their mortgagees as their respective interests may appear.
- (b) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage per occurrence, insuring the Association, the officers, directors and agents or employees of the foregoing and all owners and other persons entitled to occupy any portion of the Condominium, with cross-liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive use and control.

- (c) Such other insurance as the Association may in its discretion deem advisable to obtain.

5. Individual Insurance Policies. Any owner and any mortgagee may obtain at his/its own expense additional insurance including, but not limited to, a Condominium-Unit Owners' Endorsement and a Tenants'-Homeowners' Policy and a liability policy.

6. Obligation of the Association. The Association shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Paragraph 1 above, and shall review with the insurer or agent at least annually the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any changes in the policy subject to other limitations as set forth herein. The policy subject to other limitations as set forth herein. The Association shall be required to make every effort to see that all policies of physical damage insurance provided for herein shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, owners and members of the family of any owner who reside with the owner, except in cases of arson or fraud.

7. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by unanimous vote of the Unit Owners, cast in person or by proxy at a meeting held in accordance with the provisions of the By-Laws; provided, however, that (i) no such amendment shall be effective until evidence thereof has been duly recorded at said Strafford Country Registry of Deeds pursuant to Section 34, IV, of the Condominium Act, (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Unit(s), (iii) no such amendment shall be contrary to the provision of the Condominium Act, (iv) no such amendment shall be allowed which unreasonably infringes upon the use or enjoyment of a unit, its Limited Common Area, or as owner's use of the Common Area.

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

9. Priority of First Mortgagees. No provision of this Declaration, the By-Laws, or the rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof. All taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the State of New Hampshire shall relate only to the individual Units and not to the Condominium as a whole, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium.

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

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

12. Notice of Proceedings. For the purpose of providing notice to certain individuals of proceedings before the City of Rochester Planning Board, Zoning Board of Adjustment and any other commission, board and/or agency of the City of Rochester or the like, as the context may require, the providing of notice to the Unit Owners' Association, the Board of Directors or the presiding officer of the Unit Owners' Association shall be deemed notice to each and every Owner and/or resident of the Condominium.

13. Approval of First Mortgages. Notwithstanding any provision herein to the contrary, neither the Unit Owners nor the Unit Owners Association may undertake the following actions without the prior, written unanimous approval of the first mortgagees of Units owner by persons other than the Declarant ("First Mortgagees")

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligation of any Unit Owner for the purpose of 1) levying assessments or changes of or allocating distributions of hazard insurance proceeds or condemnation awards or 2) determining the pro rata shares of ownership of each condominium unit in the Common Area.
- (c) partition or subdivide any unit;
- (d) otherwise impair any right of any First Mortgagee created by this Declaration.

14. Further Rights of First Mortgagees. Except as consented in accordance with Paragraph 12 herein; no right of first refusal established herein or by any other Condominium Document or deed shall impair the rights of a First Mortgagee to:

(a) foreclose or take title to a Unit pursuant to remedies provided by the First Mortgagee's mortgage;

(b) accept a deed or assignment in lieu of foreclosure in the event of default by a Unit Owner Mortgagor; or

(c) sell or lease a unit acquired by the First Mortgagee.

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

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this
day of _____, 2021.

Gerti Wooding

Nina M. Wooding

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the _____ day of _____ 2021, before me, _____, the undersigned officer, personally appeared Gerti Wooding and Nina M. Wooding, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT A