

Barbara R. Luther

**RESTATEMENT OF
DECLARATION OF CONDOMINIUM, BY-LAWS AND
RESIDENCY REGULATIONS
FOR
EASTERN SHORE, A CONDOMINIUM**

THIS RESTATEMENT is made as of the 7th day of April, 2008, by EASTERN SHORES ASSOCIATION, a New Hampshire not-for-profit association of unit owners, with a place of business at Lake Avenue, Laconia, County of Belknap, State of New Hampshire, 03246 (hereinafter sometimes called the ASSOCIATION");

WHEREAS, on the 10th day of September, 1986, Peter De Jager (hereinafter sometimes called the "Declarant"), executed and recorded in Book 1021, Page 335, Belknap County Registry of Deeds, as amended, a Declaration of Condominium, submitting land located at 144 Lake Avenue, Laconia, County of Belknap, State of New Hampshire, to a condominium form of ownership under the provisions of RSA 356-B; and

WHEREAS, control of said Condominium is now vested in the Association of Unit Owners as provided in said Declaration and The Condominium Act (RSA 356-B);

WHEREAS, the Unit owners at a Special Meeting on October 8, 2006, have voted to re-state and re-publish the Declaration of Condominium, the By-Laws and the Residency Regulations;

NOW, THEREFORE, the Declaration of Condominium, the By-Laws and the Use Regulations of the Eastern Shore Condominium are hereby re-stated and re-published as of October 8, 2006, for the purpose of incorporating by reference all of the Amendments made subsequent to the recording of the original Declaration of Condominium dated September 10, 1986, recorded in Book 1021, Page 335 of the Belknap County Registry of Deeds (including all Amendments adopted on October 8, 2006), as follows:

1. The Declaration of Condominium is hereby re-stated and re-published as Appendix A for the purpose of incorporating all of the Amendments of the Declaration which have been adopted since the date upon which the original Declaration of Condominium was recorded at the Registry of Deeds. Incorporated by reference are the following Amendments, which were either previously recorded in the Belknap County Registry of Deeds or were adopted by the Association at its Special Meeting on October 8, 2006:

Amendment of Declaration dated April 24, 1992, recorded in Book 1309, Page 610.

Henceforth, all references to the Declaration of Condominium for Eastern Shore, A Condominium, shall be deemed to mean this Appendix A, the Re-Statement of Declaration of Condominium dated as of the 8th day of October, 2006, incorporating all of the previous Amendments thereto.

2. Exhibit A of the original Declaration of Condominium dated October 10, 1986, is hereby restated and republished without amendments thereto.

3. Exhibit B, Articles of Agreement for Eastern Shore Association, is hereby restated and republished for the purpose of incorporating the amendments adopted by the Association at its Special Meeting on October 8, 2006.

4. Exhibit C, the By-Laws and Residency Regulations of Eastern Shore Association are hereby re-stated and re-published for the purpose of incorporating all of the Amendments of the By-Laws and Residency Regulations which have been adopted since the date upon which the original By-Laws and Residency Regulations were recorded at the Belknap County Registry of Deeds as part of the Declaration of Condominium. Incorporated by reference are the following Amendments, which were either previously recorded in the Belknap County Registry of Deeds or were adopted by the Association at its Special Meeting on October 8, 2006:

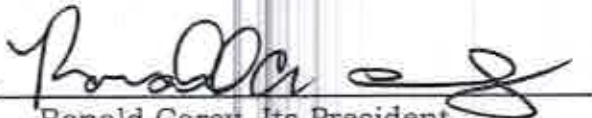
First Amendment of By-Laws and Residency Regulations, dated October 1, 1990, recorded in Book 1309, Page 601;

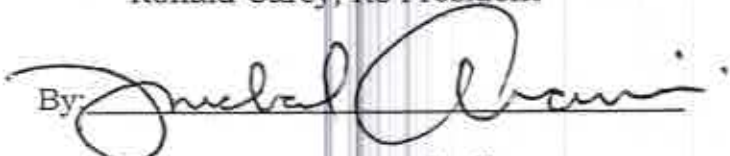
Henceforth, all references to the By-Laws and Residency Regulations for Eastern Shore, A Condominium, shall be deemed to mean Exhibit C, Re-Statement of By-Laws and Re-Statement of Residency Regulations, dated as of the 8th day of October, 2006, incorporating all of the previous Amendments thereto.

5. Exhibit D, Condominium Warranty Deed, of the original Declaration of Condominium dated October 10, 1986, is hereby restated and republished without amendments thereto.

IN WITNESS WHEREOF, the **EASTERN SHORE ASSOCIATION**, by its President and Treasurer, duly authorized, have executed this Restatement of Declaration of Condominium, By-Laws and Use Regulations on the day and year first above written.

EASTERN SHORE ASSOCIATION

By: 
Ronald Carey, Its President

By: 
, Its Treasurer

THE STATE OF NEW HAMPSHIRE, COUNTY OF BELKNAP

On this the 31 day of ^{August 19th} ~~July~~, 2008, before me, the undersigned officer, personally appeared **Ronald Carey**, who acknowledged that he is the President of Eastern Shore Association, a New Hampshire non-profit association, and that he executed the within instrument for the purpose therein contained on behalf of the Association.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

MARK E. THURSTON
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires 4-7-2009

THE STATE OF NEW HAMPSHIRE, COUNTY OF BELKNAP

On this the 31 day of August, 2008, before me, the undersigned officer, personally appeared Joyce C. Hill, who acknowledged that he is the Secretary of Eastern Shore Association, a New Hampshire non-profit association, and that he executed the within instrument for the purpose therein contained on behalf of the Association.

In Witness Whereof, I hereunto set my hand and official seal.

MARK E. THURSTON
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires 4-7-2009

Mark E. Thurston
Notary Public/Justice of the Peace

**CERTIFICATION**

The undersigned Secretary of Eastern Shore Association, hereby certifies that the Association, by required majorities, voted to re-state and re-publish the Declaration of Condominium, the By-Laws and the Residency Regulations of Eastern Shore, A Condominium, as herein provided, at a Special Meeting of the Association on October 8, 2006.

EASTERN SHORE ASSOCIATION

By: Joyce C. Hill

Its Secretary

APPENDIX A**RESTATEMENT OF
DECLARATION OF CONDOMINIUM
FOR
EASTERN SHORE, A CONDOMINIUM**

THIS RESTATEMENT OF DECLARATION OF CONDOMINIUM made this 7th day of April, 2008, by **EASTERN SHORE ASSOCIATION**, non-profit association of unit owners, with a place of business at 144 Lake Avenue, Laconia, New Hampshire, 03246, successor in interest to Peter De Jager (hereinafter sometimes called the "Association" or "Declarant"), for the purposes of re-submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA Chapter 356-B (hereinafter sometimes called the "Act") **(Amended 10/8/06 Special Meeting)**;

WHEREAS The Condominium consists of a certain tract of land with the buildings thereon located on the Lake Avenue, in Laconia, Belknap County, New Hampshire, on which exists buildings containing twenty-one (21) separate dwelling units and one other building containing two condominium units (Units 23 and 24) with common areas, which has been converted to a condominium project known as "Eastern Shore, A Condominium" (hereinafter sometimes called "Eastern Shore") **(Amended 10/8/06 Special Meeting)**; and

WHEREAS, the Condominium Units in said Condominium project have been conveyed, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which Declarant desires to impose thereon under a general plan of improvement of said Eastern Shore, for the benefit of all of said condominiums and the future owners thereof;

NOW THEREFORE, the Association hereby re-declares that all of the premises described in Exhibit A attached hereto, including all of The Condominiums and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of Eastern Shore, A Condominium, as a whole and to mutually benefit each of the servitudes upon each of said condominium units in favor of each and

all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said condominium units, including the their grantees, heirs, devisees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including their grantees, heirs, devisees, successors, and assigns. **(Amended 10/8/06 Special Meeting)**

ARTICLE 1, DEFINITIONS

- 1-100. Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefor:
- 1-101. "Act" means the New Hampshire Condominium Act (RSA Chapter 356—B).
- 1-102. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Unit Owner.
- 1-103. "Association" or "Association of Owners" means the Unit Owners acting as a group in accordance with the Act, the Declaration, and By-Laws.
- 1-104. "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or the By-Laws of the Association as the governing body of said Association.
- 1-105. "Buildings" mean the entire structures located on the property subject to this condominium.
- 1-106. "By-Laws" means the instrument attached hereto as Exhibit C and made a part hereof, which instrument provides for the self-government of The Condominium by the Association.
- 1-107. "Common Area" means all that portion of Eastern Shore, A Condominium, other than the units, and is more particularly described in Chapter 2-400 hereof. Common Area includes Limited Common Area.
- 1-108. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of The Condominium Instruments; "Future Common

Expenses" shall mean Common Expenses for which assessments are not yet due and payable.

- 1-109. "Common Profits" means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual units as provided for in Paragraph 2-702, Chapter 5-100, or Chapter 7-100 hereof.
- 1-110. "Condominium" means the teal property and any interests therein described in Exhibit A hereof.
- 1-111. "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A - A legal description of the real property subjected to this Declaration. Also included within the scope of Exhibit A is the following surveyor's and engineer's plan, "Site Plan for Tripoint Development Corp", prepared by Suntree Design Group, Ltd., dated August 1982, recorded in Book 99, Pages 83 and 84; and Floor Plans prepared by Alexander Gammar, P. E., dated August 9, 1982, recorded in Book 99, Pages 91-101 of the Belknap County Registry of Deeds.

Exhibit B - Articles of Agreement of Eastern Shore Association.

Exhibit C - By-Laws and Residency Regulations of said Eastern Shore Association.

Exhibit D - Condominium Warranty Deed.

- 1-112. "Condominium Rules" means such Residency Regulations as the Board from time to time may adopt relative to the use of Eastern Shore, A Condominium, or any part thereof.
- 1-113. "Condominium Unit" means a unit together with the undivided interest in the Common Area appertaining to that unit.
- 1-114. "Declarant" means, in the first instance, Peter De Jager. The Eastern Shore Association has succeeded to all of the rights and interests of Peter De Jager, and any reference to "Declarant" shall be deemed to mean Eastern Shore Association, with an address of 144 Lake Avenue, Laconia, NH 03246, or its successors or assigns. **(Amended 10/8/06 Special Meeting).**

- 1-115. "Declaration" means this instrument.
- 1-116. "Eastern Shore, A Condominium", means the premises described in Exhibit A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements, rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-117. "Institutional Lender" means one or more commercial or savings banks, savings and loan association, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1-118. "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.
- 1-119. "Manager" means the person designated by the Board to manage the affairs of Eastern Shore, A Condominium, and to perform various other duties as may be assigned to such person by the Board in accordance with the provisions of the Declaration and the By-Laws.
- 1-120. "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property or any combination thereof.
- 1-121. "Share" means the fraction in and to the Common Area attributed to each unit as set forth in Chapter 2-600.
- 1-122. "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-123. "Unit" means a portion of The Condominium designated and intended for individual ownership and use.
- 1-124. "Unit Owner" means one or more persons who own a condominium unit.

ARTICLE 2, INFORMATION REQUIRED BY SECTION 356-8:16

- 2-100. Description of Land. A legal description of the land on which the building and other improvements in Eastern Shore, A Condominium, are located is contained in Exhibit A attached hereto and made a part hereof.
- 2-200. Description of Buildings. There are twenty-one (21) detached seasonal, residential cottages, together with one (1) duplex building containing Units 23 and 24 in Eastern Shore, containing a total of twenty-three(23) units. Twenty-one (21) of the units are single-story, wood frame structures, with no foundations, which are intended for single-family use on a seasonal basis. The duplex is constructed of wood frame on a poured cement foundation and contains Unit 23, Unit 24 and the community room.

The Board of Directors shall have the authority to establish a separate maintenance account for the duplex building containing Units 23 and 24, and the community room. The owners of Units 23 and 24 shall be jointly and severally liable for the maintenance of the duplex. Their obligation shall be allocated on the basis of square footage occupied by each unit. The percentage of square footage of the community room(which remains as common property) shall continue to be a common expense assessed to all Unit Owners, including the owners of Units 23 and 24.

The percentage of square footage of the community room shall not be taken into account when determining the obligation of the owners of Units 23 and 24 to contribute to the capital fund. **(Amended 10/8/06 Special Meeting.)**

- 2-300. Description of Units. The unit number and the dimensions of each unit are shown on the Site Plan and Floor Plans referred to in Exhibit A. The boundaries of each unit with respect to floors, ceilings, and walls, and doors and windows thereof are as follows:
- 2-301. Horizontal and Vertical Boundaries of Units 1-12 and 14-22. The horizontal and vertical boundaries of the Units 1-12 and 14-22 are described with particularity on the Site Plan and Floor Plans of each of such Units, but may be described in general as follows:
- (a) Upper Horizontal Boundary. The upper horizontal boundary of

each of such Units shall be the plane of the exterior surfaces of the roof.

- (b) Lower Horizontal Boundary. The lower horizontal boundary of each of such Units shall be the lower surface of the floor.

2-302. Vertical Boundaries. The vertical boundaries of each such Units shall be the plane which would be created by drawing a line parallel to the exterior surfaces of the walls of the Unit, but one (1) foot therefrom.

2-303. Horizontal and Vertical Boundaries of Units 23 and 24. The horizontal and vertical boundaries of Units 23 and 24 are described with particularity on the Site Plan and Floor Plans of each of such Units, but may be described in general as follows:

- (a) Upper Horizontal Boundary. The upper horizontal boundary of each of such Units shall be the plane of the interior surfaces of the rafters supporting the roof.
- (b) Lower Horizontal Boundary. The lower horizontal boundary of (i) Unit 23 shall be the plane of the interior surface of the joists supporting the lower floor of such Unit' and (ii) Unit 24 plane of the interior surface of the foundation of such Unit.
- (c) Limited Common Area. The decks and porches associated with Units 23 and 24 shall be Limited Common Area for each respective Unit, including the obligation to maintain such Limited Common Area. **(Amended 10/8/06 Special Meeting.)**

2-304. Vertical Boundaries. -The vertical boundaries of each of such Units shall be the plane of the exterior surface of the interior walls which is the same as the plane of the interior surface of the wall studs.

Each unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Areas as may be located therein. 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.

The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including air conditioning units, situated in a unit, which serve that unit along, are part of the unit. If any such pipes, ducts,

flues, shutes, conduits, wires and other utility installations lie partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portion of the Common Areas shall be deemed part of the Common Areas.

- 2-305. In addition, each such unit and the owners of said units shall have a permanent easement to install and maintain windows and doors through the Common Area provided such installation and use thereof is conformatory with accepted construction practices and is in keeping with the existing exterior appearance of the duplex building.
- 2-306. Maintenance of Units. The owners of the detached seasonal, residential cottages shall be responsible for the maintenance of the interior and exterior of their units. The maintenance of the exterior of the duplex (Units 23/24) shall be under the jurisdiction of the Association, but the owners of Units 23 and 24 shall be jointly and severally liable, except for that percentage of the exterior attributable to the community room. **(Amended 10/8/06 Special Meeting).**
- 2-400. Description of Common Area. The Common Area includes, but not by way of limitation:
- 2-401. The land on which the buildings containing the units are located, the recreation room shown on the Site Plan and Floor Plans; boat docks, walks, roadways, driveways, shrubbery, and other plantings, and other land and interests in land included in the description of Eastern Shore in Exhibit A.
- 2-402. The water supply, sewerage disposal, electrical and telephone systems serving Eastern Shore to the extent said systems are located within Eastern Shore and are not owned by the supplier of the utility service.

- 2-403. The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a unit and any such facilities located within a unit, which either serve parts of Eastern Shore other than the unit within which they are located or are entirely encased by other Common Area within the unit; and
- 2-404. All other parts of Eastern Shore, A Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Exhibit A.
- 2-500. Description of Limited Common Area. There is appurtenant to each of the units Limited Common Areas which are limited to the exclusive use of the owner or owners of the unit or units to which they are appurtenant:
- 2-501. The two (2) parking spaces for each Unit which bear the same number as the Unit and are described with more particularity on the Striping Diagram. **(Amended 10/8/06 Special Meeting)**
- 2-502. Each Limited Common Area shall be exclusively for the use of the unit to which it appertains.
- 2-503. Assignment of Dock Spaces. The nine (9) dock spaces or boatslips designated as Dock Areas A thru I shall be conditionally assigned strictly on the basis of seniority of unit ownership. All present assignments of dock spaces shall remain in place unless and until the unit to which the space is assigned is conveyed or otherwise transferred as hereinafter described or defined. Each assignment shall be for the exclusive use of the owner of the unit to which such designated dock area was assigned during the period of unit ownership, but such assigned right of use shall not be transferrable upon the subsequent transfer of title of a unit. Upon the transfer of title of a unit, the right of use of an assigned dock area shall terminate and the Association shall thereupon assign the dock space to the unit of a Unit Owner next in line of seniority of ownership who does not then have a dock space. Assignment shall be based upon length of ownership as evidenced by a recorded deed. All other areas of the common dock area not specifically designated as a space for the tying up of a boat may be used by all other Unit Owners.

The following restrictions are intended to prevent the assignment of dock spaces by a Unit Owner to a trust or other entity for the purpose of defeating the principle that dock spaces are to be assigned to the next senior Unit Owner in the event of a transfer of title. A transfer to a trust or other entity having assignable shares or beneficial interests shall constitute a transfer for purposes of this section thereby causing termination of the Unit Owner's right to use the dock space assigned to that unit. The restrictions set forth in this section shall not prohibit a Unit Owner from transferring ownership of their unit to a grantor trust established for estate planning purposes or to any other form of trust or entity. A transfer of a unit by a Unit Owner to a grantor trust will not, in and of itself, cause the termination of the right to use the dock space assigned to that unit, however, upon the death of the grantor of the trust, or the survivor of the grantors of the trust, if more than one, the occasion of such death shall be deemed to be a transfer of title which will trigger the termination of the right to use the dock space assigned to that unit. Upon the termination of the right to use such dock, the space shall be assigned to the next senior Unit Owner. The same principle shall apply in the event that title to a unit is initially taken in the name of a trust or some other entity, i.e. a unit transferred to a trust or other entity having assignable shares or beneficial interests shall have no right to use of a dock space and a transfer of a unit to a grantor trust shall permit the use of a dock space for and during the lifetime of the grantor/s only.

The term "transfer of title" for purposes of the foregoing restriction shall be deemed to include inheritance by heirs or devisees of a Unit Owner, whether through intestate succession or devise under a will, as well as the receipt of any interest passing under a trust or other entity which may hold title to a particular unit. In summary, any transfer of beneficial interest, unless specifically permitted hereinabove shall be deemed a "transfer of title" for purposes of this section. Additional provisions regulating the use of the docking facility are set forth in the Residency Regulations. **(Amended 10/8/06 Special Meeting.)**

The dock system is located on the shore of The Condominium. It consists of a main dock approximately 47 feet westerly into Paugus Bay. A dock walkway extends southeasterly from the main dock and three finger docks are constructed from this system and are parallel with the main dock. The dock assignments are as follows:

A is located on the southerly side of the main dock.

B is located southerly and parallel of A on the northerly side of the first finger dock.

C is located on the southerly side of the first finger dock.

D is located southerly and parallel of C on the northerly side of the second finger dock.

E is located on the southerly side of the second finger dock.

F is located southerly and parallel of E on the northerly side of the third finger dock.

G is located on the southerly side of the third finger dock and is the southerly most dock area.

H and I are located on the easterly side of the dock walkway which extends southerly from the main dock. H is the southerly-most one-half of the length of said dock walkway. See Plan for specific locations. **(Amended 10/8/06 Special Meeting).**

- 2-600. Allocation of Interest in Common Area. There is hereby allocated to each unit depicted on the Site Plan and Floor Plans filed herewith an equal undivided interest in the Common Areas.
- 2-700. Statement of the Purposes of Condominium Use. Eastern Shore is primarily intended for four-season, recreational use and no units, with the exception of Units 23 and 24, shall be used for the primary residence of the Unit Owners, and the following provisions, together with the provisions of The Condominium Residency Regulations, are in furtherance of this purpose: **(Amended 10/8/06 Special Meeting)**
- 2-701. Each unit shall be occupied and used only for private, four-season, recreational purposes by the owner and his family, or by lessees or guests of the owner. This restriction shall not be construed to prohibit owners from leasing their condominium units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof. This restriction shall also not be construed to prohibit the use of Units 23 and 24 as primary residences, but all other use restrictions shall apply equally to Units 23 and 24.

- 2-702. The Common Area shall not be used in a manner which is inconsistent with the recreational character of Eastern Shore. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same; and nothing shall be stored in the Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.
- 2-703. No noxious or offensive use shall be made of any part of Eastern Shore and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of Eastern Shore which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of Eastern Shore or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of Eastern Shore which will increase the rate of insurance on the Common Area without the prior written consent of the Board.
- 2-704. No signs, clothes lines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board. **(Amended 10/8/06 Special Meeting.)**
- 2-705. No animals, livestock, or poultry shall be kept anywhere within Eastern Shore, except as may be permitted by the Residency Regulations.
- 2-706. No horizontal additions to the exterior footprint of the individual Units shall be permitted, except for the purpose of squaring off units. Units may be expanded vertically within their footprints, subject to governmental approvals and the prior written approval of the Board. Unit Owners must obtain Board approval at least twenty (20) days prior to the start of construction. No other permanent structures, buildings or units are to be constructed, erected or placed upon the property. **(Amended 10/8/06 Special Meeting)**
- 2-707 (Deleted in its entirety - 10/8/06 Special Meeting.)**
- 2-708. The Association is empowered to adopt and amend, from time to time, condominium Residency Regulations concerning the use of Eastern Shore and various parts thereof, which Residency Regulations shall be

furnished in writing to all Unit Owners and which Residency Regulations shall not be violated.

- 2-709. None of the rights and obligations of the owners created herein or in any deed conveying a condominium unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments to the extent that any unit or Common Area encroaches on any other unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.
- 2-800. Person to Receive Service of Process.
- 2-801. The Consumer Protection and Antitrust Division of the New Hampshire Attorney General's Office shall be the person to receive service of any lawful process in any noncriminal proceeding arising under the Act against the Declarant or its personal representative.
- 2-802. Any member of the Board of Directors shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be Eastern Shore, A Condominium, 144 Lake Street, Laconia, New Hampshire, 03246. **(Amended 10/8/06 Special Meeting.)**
- 2-803. Service of any lawful process in any proceeding arising under the Act against the Association or its personal representatives shall be made upon Rodney N. Dyer, Esq., 28 Bowman St., PO Box 1700, Laconia, NH 03247. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 3, INSURANCE AND VOTING IN THE EVENT
OF DAMAGE OR DESTRUCTION

- 3-100. Insurance to be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:
- 3-101. Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the building in The Condominium, including without limitation all such portions of the interior of such building as are for insurance purposes normally deemed to constitute part of the building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, 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 to be in an amount at least equal to the full replacement value of the building, and to be payable to the Board as trustees for the unit owners and their mortgagees as their respective interests may appear. With respect to the detached units, each unit owner must place his own fire insurance with extended coverage, including the entire structure, in an amount at least equal to the full replacement value of the respective unit, and must furnish the Association with proof of such coverage. The intent of this clause is to require that the Association place comprehensive insurance coverage on all multi-unit structures, while the owners of detached, single-family units are required to place equivalent coverage on their units at their individual expense. The owners of the detached units will be assessed for their proportionate share of the cost of liability insurance, and any other forms of insurance carried for the benefit of all unit owners. The owners of Units 23 and 24 located in the multi-unit structure shall reimburse the Association for the proportional amount of the cost of such hazard insurance with extended coverage, based upon the interior square footage of his unit. **(Amended 4/24/92 by Amendment recorded in Book 1309, Page 610.)**
- 3-102. 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 One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Unit Owner's Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to

The Condominium and all Unit Owners and other persons entitled to occupy any unit or other portion of The Condominium, and with cross liability coverage with respect to liability claims of any one 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.

- 3-103. Workmen's Compensation Insurance as required by law.
- 3-104. Such other insurance as the Board may determine.
- 3-200. General Insurance Provisions.
- 3-201. The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 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 3-101 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 Chapter.
- 3-202. The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:
 - (a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners, and members of the family of any owner who reside with said owner, except in cases of arson or fraud;
 - (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has "no control";
 - (c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insureds of condominium units in The Condominium;

- (d) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by owners or their mortgagees; and
 - (e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.
- 3-203. 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 Chapter 3-100 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 are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.
- 3-204. Each owner must obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, all floor coverings whether or not fixtures, and all improvements to his unit which exceed a total value of \$1,000.00 and which are not reported in writing to the Board.
- 3-205. Each owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of all improvements to his condominium unit (except personal property other than fixtures) which exceed a total value of \$1,000.00 and upon receipt of such notice the Board shall notify the insurer under any policy obtained pursuant to Paragraph 3-101 of any such improvements.
- 3-300. Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of Eastern Shore, A Condominium, as a result of fire or other casualty:
- 3-301. The Board shall arrange for the prompt repair and restoration of the damaged or destroyed portions of the common property of The Condominium, and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Condominium and the

Association by a vote of eighty percent (80%) of the owner's total voting power does not, within sixty (60) days of the date of such damage or destruction, determine to repair, reconstruct or rebuild the damaged or destroyed property. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Condominium reserves for contingencies and replacements or, in the discretion of the Board, distributed by the Board to the owners and their mortgagees as their interests may appear, in accordance with the fractions set forth in Chapter 2-600. (In the event that The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value, and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild.)

- 3-302. If said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Condominium, and the Association, by a vote of eighty percent (80%) of the owners' total voting power does not, within sixty (60) days of the date of such damage or destruction, determine to repair, reconstruct, or rebuild, or if The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners, by a vote of eighty percent (80%) of their total voting power, elect to sell The Condominium, the Board shall record at Belknap County Registry of Deeds a Termination Agreement or Amendment and, upon the recording of said notice, Eastern Shore, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by individual owners, each owning an undivided interest equal to the fraction set forth in Chapter 2-600, and any liens on any condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered condominium unit in accordance with the then existing priorities. Upon the recording of said Termination Agreement or Amendment, said property shall be subject to a petition by any owner to the Board for its sale and for petition of the net proceeds of such sale. In the event of such a petition, the property shall be sold, as a

whole or in parts and at one or more sales, upon such terms and conditions as the Board, in its sole discretion, deems in the best interest of the owners and net proceeds of such sale or sales, together with net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all owners in proportion to their respective undivided interests in said property, after first paying out of the share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

- 3-303. Notwithstanding the provisions of Paragraphs 3-301 and 3-302, the Unit Owners, by a vote of eighty percent (80%) of their total voting power may elect to sell The Condominium, in its damaged condition, in which event a Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

ARTICLE 4, EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

- 4-100. Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive ownership and possession of his unit. No owner shall be deemed to own pipes, wires, conduits or other utility lines running through said condominium unit which are utilized for or serve more than one condominium unit, which items are hereby made a part of the Common Area. The owners of attached units shall, however, be deemed to own the walls and partitions which are contained within said owner's condominium unit and shall also be deemed to own the interior and exterior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.
- 4-200. Each owner shall own an undivided interest in the Common Area. No such fraction shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this

Declaration, each Unit Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any condominium Residency Regulations adopted pursuant to said provisions.

- 4-300. Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the Unit Owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5, OWNER'S OBLIGATION TO REPAIR

- 5-100. Each owner shall, at his own expense, keep his condominium unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the exterior (in the case of detached units) and the interior of the unit in good repair, each owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his condominium unit. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his condominium unit. Each owner shall also, at his own expense, keep the Limited Common Area appurtenant to his unit in a neat and orderly condition, including the cutting of grass and trimming of shrubbery, and shall make all repairs of damage thereto caused or permitted by hint, reasonable wear and tear excepted. In the event an owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to hint by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said owner. No owner shall permit any repair or other work in his unit or the Limited Common Area appurtenant to his unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in

compliance with governmental laws, ordinances, rules and regulations.

ARTICLE 6, PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-100. No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board;
- 6-101. Make or permit to be made any structural alteration, improvement, or addition in or to his condominium unit or in or to any other part of The Condominium;
- 6-102. Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the buildings or any other structure in The Condominium;
- 6-103. Impair any easement or right or personal property which is a part of The Condominium;
- 6-104. Paint or decorate any portion of the exterior of the buildings or any other structure in The Condominium or any Common Area therein.
- 6-105. No additions to the exterior of individual units shall be permitted without the express permission of the Board. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 7, ENTRY FOR REPAIRS

- 7-100. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more Unit Owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more Unit Owners, in which case the negligent Unit Owner or Unit Owners shall bear the expense of such repairs.

ARTICLE 8, BY-LAWS

- 8-100. The By-Laws shall be as set forth in Exhibit C attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356—B:37. Any amendment shall be effective upon recording in the Belknap County Registry of Deeds.

ARTICLE 9, RESALE BY PURCHASER

- 9-100. 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 RSA 356—B:46, VIII and, if applicable, RSA 356—B:47;
 - (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' association within the current or succeeding two 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 Board of Directors;
 - (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.

ARTICLE 10, ASSESSMENTS

- 10-100. Each Unit Owner shall pay all common expenses assessed against him, all expenses for which he is liable under Paragraph 2-702, Article 5, or Article 7 hereof, and all other assessments made against him by the Board in accordance with the terms of the Declaration and By-Laws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46. No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against his condominium unit which are due and unpaid. Any Unit Owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that condominium unit. Such request shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on the Association, the Board of Directors, and every Unit Owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or other purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.
- 10-200. The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priorities set forth in RSA 356-B:46, I.
- 10-300. Beginning January 1987, the maximum annual assessment was Four Hundred Forty-Five and Sixty-Nine Hundredths (\$445.69) per condominium unit. From and after January 1, 1987, the annual assessment was increased by vote of the Unit Owners for the next succeeding year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 11, EMINENT DOMAIN

- 11-100. The provisions of RSA 356-8:6 shall control in the event of the condemnation of all or any part of The Condominium.

ARTICLE 12, WAIVER

- 12-100. The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 13, LIABILITY OF THE BOARD

- 13-100. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith and except as provided for below. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of Eastern Shore unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as Unit Owners, with respect to any contract made by them on behalf of Eastern Shore except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the Unit Owners in the Common Area (except that the personal liability of Unit Owners who are members of the Board and who contract in bad faith or contrary to

the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required by Paragraph 3-102.

ARTICLE 14, ENFORCEMENT

- 14-100. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and The Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

ARTICLE 15, PERSONAL PROPERTY

- 15-100. The Board may acquire and hold, for the benefit of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Unit Owners in the same proportion as their respective shares in other Common Area. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16, NOTICES

- 16-100. All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States mail, return receipt requested, to the Board at 144 Lake Avenue, Laconia, New Hampshire, 03246, or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All such notices to Unit Owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 17, SEVERABILITY

- 17—100. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

ARTICLE 18, CONTROL BY THE DECLARANT

- 18-100. The Declarant had the right to appoint the Board of Directors of the Association and to exercise the powers and responsibilities assigned by the condominium instruments and by RSA 356-B, to the Unit Owners Association, the officers or the Board of Directors, either directly or through its appointed manager. The right to control herein reserved to the Declarant continued for a period of two (2) years from the date of recording of the Declaration, or until units representing Seventy-five Percent (75%) of the undivided interests in the Common Areas had been conveyed, whichever occurred first. The Declarant, during this period, had the right to appoint the manager and exercise all functions of the Board or the Association as provided in RSA 356-B:36. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 19, GENDER

- 19-100. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE 20, INTERPRETATION

- 20-100. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 21, AMENDMENT

- 21-100. Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners, cast in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Belknap County Registry of Deeds.

IN WITNESS WHEREOF, Eastern Shore Association, by its President, duly authorized has executed this Declaration on the day and year first above written.

EASTERN SHORE ASSOCIATION

BY: *Ronald Carey*
 Ronald Carey, Its President
 Duly Authorized

STATE OF NEW HAMPSHIRE, COUNTY OF BELKNAP

This instrument was acknowledged before me on Aug. 30th, 2008, by Ronald Carey as President of Eastern Shore Association.

(Seal, if any)

Coleen Tierney
 (Signature of notarial officer)
 Title: Notary
 My commission/expires: Aug 3, 2010



EXHIBIT A**EASTERN SHORE, A CONDOMINIUM****Legal Description**

A certain tract or parcel of land with the improvements thereon located on the westerly side of Lake Street in Laconia, Belknap County, State of New Hampshire and depicted on a plan entitled, "Condominium Conversion Site Plan 144 Lake Street, Paugus Bay, Laconia, N.H.", drawn for Tripoint Development Corp, Bedford, New Hampshire dated August 1982 prepared by Suntree Design Group, Ltd., recorded at Book 99, Pages 83 and 84, which land is more particularly described as follows:

Commencing at an iron pin set on the westerly side of Lake Street in said Laconia which pin marks the northeasterly corner of the within described land and the southeasterly corner of land now or formerly of Robert B. and Rachel C. Aldrich; thence along said Aldrich land N 58° 52' 54" W, 142.32 feet to an iron pin near the shore of Paugus Bay; thence on the same course 18 feet, more or less, to the shore; thence along said shore in a generally southwesterly direction 550 feet, more or less, to a corner of a stone retaining wall on the shore at the northwesterly corner of land now or formerly of Monaco Beach Resort, Inc. and the southwesterly corner of the within described land; thence along said retaining wall S 54° 58' 25" E, 35 feet, more or less, to a drill hole set in the stone retaining wall; (the direct course and distance from the last mentioned iron pin and the drill hole just mentioned is S 32° 08' 24" W, 415.27 feet); thence along the northeasterly bank of a brook in a generally southeasterly direction 270 feet, more or less, to a drill hole set in a stone abutment on the westerly side of Lake Street at the northeasterly corner of land now or formerly of Monaco Beach Resort, Inc.; (the direct course and distance between the previous mentioned drill hole and the last is S 54° 58' 25" E, 226.80 feet; thence along said way N 25° 20' 00" E, 227.11 feet to a point; thence on a curve to the left on a radius of 683.78 feet 212.4 feet to the place of beginning.

SUBJECT TO the right to lay pipes across a certain part of the above described premises as set forth in deed of Emma G. Varey to Otto Pitman Keller, dated June 8, 1950, and recorded in the Belknap County Registry of Deeds in Book 321, Page 139.

SUBJECT TO an easement to Public Service Company of New Hampshire, Inc., recorded at Book 838, Page 887 of the Belknap County Registry of Deeds.

Meaning and intending to describe and convey a portion of the premises conveyed to the grantor by deed of Jafca Realty Corp., dated December 9, 1986, and recorded at Book 979, Page 24 of the Belknap County Registry of Deeds.

EXHIBIT B**STATE OF NEW HAMPSHIRE
RECORD OF ORGANIZATION
EASTERN SHORE ASSOCIATION****ARTICLES OF AGREEMENT**

I, the undersigned, being of lawful age, by these Articles of Agreement have associated, and do hereby associate myself together, as a body politic and corporate according to the provisions of New Hampshire RSA Chapter 292, and other laws and statutes of said State relating thereto and prescribing the duties and powers of corporations under the corporate name and for the purposes hereinafter set forth.

ARTICLE 1. NAME

- 1-100. The name of this corporation shall be EASTERN SHORE ASSOCIATION, and shall hereinafter be referred to as the "Association".

ARTICLE 2. PURPOSE

- 2-100. The purposes for which the Association is organized are as follows:
- 2-101. A condominium known as Eastern Shore, A Condominium, has been developed on certain land located at 144 Lake Avenue, Laconia, Belknap County, New Hampshire, and shown on a surveyor's and engineer's plan referenced in the Declaration of Condominium for Eastern Shore, A Condominium. The Association is organized to provide a means of administering the condominium by the owners thereof.
- 2-102. The documents creating the condominium are to be recorded in the Belknap County Registry of Deeds.
- 2-103. The Association shall make no distributions of income to its members, directors, or officers.

ARTICLE 3. POWERS

- 3-100. The powers of the Association shall be governed by the following provisions:
- 3-101. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

- 3-102. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:
- (a) To make and collect assessments against members to defray the costs of the condominium.
 - (b) To use the proceeds of assessments in the exercise of its powers and duties.
 - (c) To provide for the acquisition, construction, management, maintenance, and care of the Association's real or personal property.
 - (d) To provide for the reconstruction of improvements after casualty and to provide for further improvements to the Association property.
 - (e) To make and amend regulations respecting the use of the Association property.
 - (f) To enforce by legal means the provisions of the Condominium Instruments, these Articles, the By-Laws of the Association and the Residency Regulations for the use of the Association property.
 - (g) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Condominium Instruments to have approval of the Board of Directors or the membership of the Association.
 - (h) To buy, lease, create, construct, or otherwise acquire any and all kinds of property, real or personal, and rights necessary or essential to, or convenient for the carrying on of the purposes of this Association.
 - (i) To borrow money and, from time to time, to make, accept, execute, and deliver bonds, debentures, promissory notes, bills, and other obligations of the Association for monies borrowed or in payment for property acquired or for services rendered or for any other objects or purposes of the Association or its business, and to secure the payment of any such obligation by mortgage, pledge, deed, indenture, agreement, or other instrument of trust or lien or assignment, or any agreement in regard to all or any of the property, rights, or

privileges of the Association wherever situated, whether now owned or hereafter to be acquired.

- (j) Insofar as permitted by law and in accordance with the general powers and privileges granted to corporations generally by New Hampshire RSA Chapter 292, and other laws and statutes of said State relating thereto and prescribing the powers of corporations under the corporate name, to do any other things that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the members of the Association.

- 3-103. All funds and the titles to all properties acquired by the Association, and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Instruments.
- 3-104. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium for Eastern Shore, A Condominium, which governs the use of the land.

ARTICLE 4. MEMBERS

- 4-100. The qualifications of members, the manner of their admission and voting by such members shall be as follows:
- 4-101. All unit owners shall be members of the Association, and no other persons or entities shall be entitled to membership.
- 4-102. Membership in the Association shall be established by the recording in the Belknap County Registry of Deeds of a deed or other instruments establishing a change of record title to a condominium unit in the condominium and the notification in writing to the Association of the recording information; the new owner designated by such instrument shall thereby become a member of the Association. The membership of the prior owner shall be thereby terminated.
- 4-103. The share of a member in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to the individual condominium unit.
- 4-104. Members of the Association shall be entitled to votes in proportion to their percentage of interest. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE 5. DIRECTORS

- 5-100. The affairs of the Association will be managed by a board of not less than five (5) nor more than nine (9) directors, as shall be determined by the By-Laws, and in the absence of such determination shall consist of five (5) directors. **(Amended 10/8/06 Special Meeting.)**
- 5-200. The Association shall have the option to elect the Board of Directors on the basis of staggered terms. **(Amended 10/8/06 Special Meeting.)**
- 5-300. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified or until removed are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Amended 10/8/06 Special Meeting.)ARTICLE 6. OFFICERS

- 6-100. The affairs of the Association shall be administered by officers elected by the Board of Directors.

ARTICLE 7. INDEMNIFICATION

- 7-100. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may be a party, or in which he may become involved by reason of his being or having been

a Director or Officer of the Association, or with any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

ARTICLE 8. BY-LAWS

- 8-100. The By-Laws of the Association shall be those By-Laws set forth with the aforesaid Declaration of Condominium and may be altered, amended, or rescinded in the manner provided by the said Declaration and By-Laws.

ARTICLE 9. AMENDMENTS

- 9-100. Amendments to the Articles of Agreement shall be proposed and adopted in the following manner:
- 9-101. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered.
- 9-102. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than two-thirds (2/3) of all of the Directors and by not less than two-thirds (2/3) of all of the members of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting. Agreement of the required majority of unit owners and Directors to such amendment shall be evidenced by the execution of the amendment by the owners or by the execution of the amendment by the President and Treasurer of the Association accompanied by certification of the vote of the owners by the Secretary; such amendment shall become effective only when either such Amendment or such Amendment and Certificate are recorded in the Belknap County Registry of Deeds.

ARTICLE 10. TERM

- 10-100. The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the Condominium Instruments.

ARTICLE 11. INCORPORATORS

- 11-100. The names and addresses of the Incorporators to these Articles of Agreement are:

NAMEADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Amended 10/8/06 Special Meeting.)ARTICLE 12. PLACE OF BUSINESS

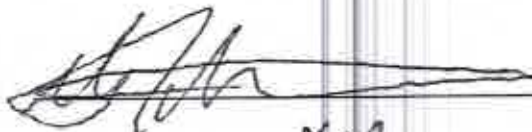
- 12-100. The address at which the business of the Association is to be carried on is 144 Lake Avenue, Laconia, New Hampshire, 03246.

IN WITNESS WHEREOF, the Incorporators have hereto affixed their signatures this 31 day of August, 2008

<u>Ron Carey</u>	<u>Renell</u>
Witness	
<u>Joseph LaMonica</u>	<u>Joseph LaMonica</u>
Witness	
<u>Louise Draper</u>	<u>Louise Draper</u>
Witness	

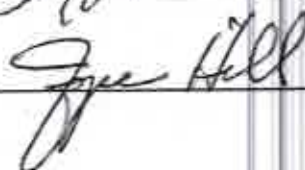
Alex Garabedian

Witness



Joyce Hill

Witness



(Amended 10/8/06 Special Meeting.)

EXHIBIT C
RESTATEMENT OF
BY-LAWS
OF
EASTERN SHORE ASSOCIATION

ARTICLE 1. PURPOSE AND DEFINITIONS

- 1-100. Purpose. The Administration of Eastern Shore, A Condominium (the "Condominium") shall be governed by these By-Laws, which are annexed to the Declaration of said Condominium and are made a part thereof, and all present and future holders of any interest in any unit in The Condominium shall hold said interest subject to these By-Laws, the Declaration, and any Condominium Residency Regulations promulgated thereunder or hereunder.
- 1-200. Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning thereof.
- 1-300. Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to The Condominium, and to the use and occupancy thereof. All present and future owners, visitors, tenants, and occupants of units and any other persons who may use the facilities of The Condominium in any manner, are subject to these By-Laws, the Declaration, and the Condominium Residency Regulations. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Residency Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

ARTICLE 2. ASSOCIATION MEMBERS: MEETINGS

- 2-100. Members and Voting Rights. Each unit owner shall be a member of the Association. The membership of the Association shall consist of all of the unit owners. Each unit owner shall be entitled to one vote for each Condominium Unit owned by him.
- 2-200. Transfer of Membership. The Association shall not issue stock.

Membership in the Association may be transferred only as an incident to the transfer of title to a unit as and in the manner provided for by the Declaration, and, upon compliance with all of the terms thereof, shall become effective in accordance with the foregoing, upon recordation of a deed of conveyance to the said unit.

- 2-300. Annual Meeting. Commencing in 1991, each annual meeting of the Association shall take place on the Saturday of Memorial Day weekend each year at 10:00 A.M. at The Condominium, or at such other reasonable place or time or date as may be designated by written notice of the President or a majority of the Board of Directors. Such other date shall be not more than thirty (30) days before or after the Saturday of Memorial Day weekend. Notice of the new date, place, and time shall be sent in writing to the members not less than twenty-one (21) days prior to the new date or the Saturday of Memorial Day weekend for that year, whichever is earlier. Any notice required under this section shall be deemed waived by any member who expressly waives the same in writing or who is present or by proxy at any such meeting. Notices shall otherwise be sent pursuant to these By-Laws. **(Amended 10/1/90 by First Amendment, recorded in Book 1309, Page 601.)**
- 2-400. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, these By-Laws, or the Act, require the approval of the owners, or for any other reasonable purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days' written notice prior to the date of said meeting.
- 2-500. Contents of Notice. All notices of all members' meetings shall state the time and place thereof and the objects or purposes for which the meeting is called. Any such notice shall be deemed waived by any owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting..
- 2-600. Quorum. At any meeting of the Association, the presence in person at the beginning of such meeting of owners holding at least one-fourth (1/4) of the owners total voting power, shall constitute a quorum, but less than a quorum may transact business if owners holding fifty percent (50%) of the voting power not present subsequently assent to the decisions made at said meeting by signing a copy of the Minutes to be filed with the records of the Association. When a quorum is present, unless otherwise provided in the Declaration, the By-Laws, or

the Act, a majority of the owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

- 2-700. Voting. At any meeting of the Association, the owners shall be entitled to cast one vote for each Condominium Unit owned. Any owner may attend and vote at such meeting in person or by proxy. Any Condominium Units owned by the Declarant shall be entitled to a vote and shall be included in the total of ownership percentages when computing the interest of all other owners for voting purposes.

ARTICLE 3. BOARD OF DIRECTORS

- 3-100. Number. The Board of Directors shall consist of not less than five (5) persons nor more than nine (9), the number to serve for each ensuing term of 2 years of the Association to be established at the Annual Meeting of the members by majority vote of the members entitled to vote at the meeting. **(Amended 10/8/06 Special Meeting.)**
- 3-200. Vacancies. Vacancies in the Board of Directors or Officers may be filled until the date of the next Annual Meeting by the remaining Directors. Directors and Officers with three unexcused absences from meetings of the Board of Directors or meetings of the Association shall be deemed to have resigned and their office vacated. **(Amended 10/8/06 Special Meeting.)**
- 3-300. Terms of Office. The Directors shall be elected for staggered terms, in such manner as shall be determined by the Board of Directors. **(Amended 10/8/06 Special Meeting.)**
- 3-400. Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors by giving three (3) days' personal notice to all of the members of the Board of the time and place of said meeting and the purpose of the meeting. Any Director may waive notice of a meeting. A quorum shall be considered to be more than one-half of the members of the Board.
- 3-500. Presiding Officer. The presiding officer of the Board of Directors' meetings shall be the President of the Association. In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 4-100. Powers and Duties of Board of Directors. The Board of Directors shall have powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of The Condominium, except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of The Condominium, all of which items shall be Common Expenses:
- 4-101. To make and collect assessments against members to defray the costs of The Condominium.
- 4-102. To use the proceeds of assessments in the exercise of its powers and duties.
- 4-103. To provide for the acquisition, construction, management, maintenance, and care of the Association property, whether real or personal.
- 4-104. To provide for the reconstruction of improvements after casualty and for the further improvement of the property.
- 4-105. To enforce by legal means the provisions of the Condominium Instruments, the Articles of Agreement, the By-Laws, and the Residency Regulations for the use of the property in The Condominium.
- 4-106. To contract for management of The Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by Condominium Instruments to have the approval of the Board of Directors or the membership of the Association.
- 4-107. Pay taxes and assessments which are liens against any part of The Condominium, and to assess the same against the unit owners subject to such liens.
- 4-108. Carry insurance for the protection of unit owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability

insurance policy or policies, and Workmen's Compensation insurance as required by law or as the Board may determine.

- 4-109. To pay the cost of all power, water, sewer and other utility services tendered to The Condominium and not billed to owners of individual units.
- 4-110. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association such as, but not limited to, any legal and accounting services necessary or proper for the operation of The Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and the Condominium Residency Regulations.
- 4-111. To provide for trash collection, snow removal from the Common Areas, water, electrical, telephone, and gas and any other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the units). Driveway access shall be provided during the winter months and some parking will be available around the Rec. Room. Trash pick-up via the dumpster shall be available from April 15 to November 1 of each year. **(Amended 10/8/06 Special Meeting.)**
- 4-112. To provide for a fidelity bond naming the Manager, if any, and any other persons as may be designated by the Board, as principals, and the owners as obligees, for the first year in an amount equal to at least fifty percent (50%) of the estimated cash requirement for common expenses for that year as determined pursuant to the terms of these By-Laws and for each year thereafter in an amount equal to at least fifty percent (50%) of the total sum collected for Common Expenses during the preceding year.
- 4-113. To provide for such painting, maintenance, repair, and landscaping of the Common Area, the units, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.
- 4-114. To provide for any emergency repairs to any unit necessary to prevent damage to other parts of The Condominium.
- 4-115. To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant

to the terms of the Declaration, the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units and are necessitated by the negligence of the owner or occupants of such units, the cost thereof shall be specially assessed to the owners of such units.

- 4-200. Financial Limitation. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the provisions of the Declaration) having a cost in excess of Five Thousand Dollars (\$5,000.00), unless such additions, improvements, or alterations have been approved by a majority' of the owners' total voting power.
- 4-300. Right to Contract. The Board shall have the exclusive right to contract for all such items referred to in this Article. Contracts must be signed by a majority of Board members. **(Amended 10/8//06 Special Meeting.)**

ARTICLE 5. OFFICERS OF THE ASSOCIATION

- 5-100. Executive Officers. The Executive Officers of the Association shall be a President, Vice-President, Dockmaster, Secretary and Treasurer, all of whom shall be Directors, and shall be elected in staggered terms by the Association, but who may be removed by a vote of the Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties as the Board determines necessary to manage the affairs of the Association. **(Amended 10/8/06 Special Meeting.)**
- 5-200. Terms of Office. The officers shall be elected by the Board of Directors for staggered terms, in such manner as shall be determined by the Board of Directors. **(Amended 10/8/06 Special Meeting.)**
- 5-300. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the powers and duties

which are usually vested in the office of president of an association, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association, and the power to sign all written contracts of the Association. Checks may be signed either by the President or the Treasurer. **(Amended 10/8/06 Special Meeting.)**

- 5-400. **The Vice-President.** In the absence of the President, the Vice-President shall perform the duties of the President and, when so acting, shall have the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to said Vice-President by the President or by the Board of Directors. **(Amended 10/8/06 Special Meeting.)**
- 5-500. **The Secretary.** The Secretary shall keep the minutes of the proceedings of the Board of Directors and of the unit owners. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.
- 5-600. **The Treasurer.**
- 5-601. **Custody of Funds.** The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association.
- 5-602. **Disbursement of Funds.** He shall disburse funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at a regular meeting of the Board of Directors, or whenever they may require it, an account of all of transactions as Treasurer and the financial condition of the corporation. All checks and withdrawals shall require the signature of the President or the Treasurer. **(Amended 10/8/06 Special Meeting.)**
- 5-603. **Collection of Assessments.** He shall collect the assessments and shall

promptly report the status of collections and of all delinquencies to the Board of Directors.

- 5-604. Reports to Transferees. He shall also give status reports to potential transferees, on which reports the transferees may rely.
- 5-700. The Dockmaster. The Dockmaster shall be responsible for the oversight of the docking and mooring facilities. Among the Dockmaster's responsibilities shall be ensuring that boats are registered and insured before they are allowed on the dock or on a mooring, the securing of annual mooring registrations, the maintenance of the mooring field, and the renewal of the mooring field on 5-year intervals. **(Amended 10/8/06 Special Meeting.)**
- 5-800. Continuance of Owner's Liability. The liability of the owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).
- 5-900. Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of The Condominium.

ARTICLE 6. FINANCE AND ASSESSMENTS

- 6-100. The funds of the Association shall be deposited in a New Hampshire bank or banks which is convenient for the Treasurer and President, and approved by the Board of Directors. **(Amended 10/8/06 Special Meeting.)**
- 6-200. Adoption of and Contents of Budget. The Board of Directors shall adopt a budget for each calendar year which contains estimates of the cost of performing the functions of the Association, and the income of the Association, including but not limited to the following items:
- (a) common expense budget for:
 - (1) maintenance and operation of Common Area, landscaping, street and walkways, and security guards; if any;
 - (2) maintenance and repairs of structures;

- (3) fund for common furnishings replacement;
 - (4) capital funds established by vote of unit owners;
 - (5) utilities;
 - (6) liability insurance;
 - (7) casualty insurance;
 - (8) administration, including legal and accounting;
 - (9) membership dues.
- (b) proposed assessments against each member.

6-300. Delinquent Assessments. Dues payments are due within thirty (30) days of the billing date stated thereon. In the event a Member does not pay the annual dues, or any subscriptions or other special assessments assessed against that Member, by the date they become due, the Treasurer shall notify the Member of the failure to make such payment and the arrearage shall be reported by the Treasurer to the Board and the Member shall be deemed delinquent and in default. A minimum late charge of \$15.00 or \$0.06 per dollar shall be due and payable on any unpaid overdue assessments. If the default continues for a period of sixty (60) days from the additional due date, then interest may be assessed by the Board to the maximum rate permitted by law, together with all other charges, costs and fees for any unpaid amounts. **(Amended 10/1/90 by First Amendment, recorded in Book 1309, Page 601; and Amended 10/8/06 Special Meeting.)**

6-301. Suspension. The Association shall have the power to suspend an owner's right to use any of the common elements and common property of The Condominium for violation of any duty imposed under the Declaration of Condominium, the Association By-Laws, or the Residency Regulations duly adopted from time to time.

The Association shall not restrict the rights of use of the common elements by an Owner for violation unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Unit Owner, stating the nature of the violation, the action required to abate the violation, and a time period during which the violation may be abated without further

sanction, and a statement that if the violation continues or, in the event of any further violation of the same rule, the Association may impose sanctions after notice and hearing.

- (b) Within thirty (30) days of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Association shall serve the violator written notice of a hearing to be held by the Association. The notice shall contain (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than 10 days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.
- (c) The hearing shall be held pursuant to this notice affording the Unit Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- (d) The suspension of rights shall include, without limitation, the use of docks, the community beach, rental of units, use of recreational hall, voting, and any other privileges associated with ownership. **(Amended 10/8/06 Special Meeting)**

6-302. Lien. All unpaid assessments, annual or special, shall be secured by a lien on each Member's unit which lien shall have priority, and may be foreclosed upon, as set forth under applicable state laws. This lien shall be effective when perfected by recordation of a duly acknowledged statement of the Treasurer describing the Lot, the dates of the unpaid dues or assessments, late charges, costs, fees, and the total amount owed. The lien for the dues or assessment shall include interest, costs, attorney or other fees, and late charges and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of Power of Sales mortgages or by suit brought in the name of the Association by its President, acting on its behalf. Suits to recover a money judgement for unpaid assessment, etc., shall be maintainable without either foreclosure or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgement. In the event of foreclosure by the Association, demand for payment and notice of foreclosure shall be

sent by certified mail to the defaulting Member and all junior or senior mortgagees, lien holder, or other parties or record interest. **(Amended 10/1/90 by First Amendment, recorded in Book 1309, Page 601.)**

ARTICLE 7. VIOLATIONS

- 7-100. Violations. In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws, the Residency Regulations, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws, the Residency Regulations, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (b) an action in equity to enforce performance on the part of the unit owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

ARTICLE 8. NOTICE

- 8-100. Notices. Whenever notices are required to be sent hereunder, the same shall be sent:
- 8-101. To Unit Owners. The Board may determine that e-mail or any other means of communication reasonably designed to provide timely notice to Unit Owners may be used, except in those cases where notices by certified mail, return receipt requested, are required by law. **(Amended 10/8/06 Special Meeting.)**

- 8-102. To Association. To the Association, by certified mail, return receipt requested, to the home address of the then President. **(Amended 10/8/06 Special Meeting.)**
- 8-200. Deemed Sent When Mailed. All notices shall be deemed and considered sent when mailed or e-mailed, as the case may be. **(Amended 10/8/06 Special Meeting.)**
- 8-300. Change of Place of Notice. Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

ARTICLE 9. EXPANSION OF UNITS

- 9-100. The Declaration permits the horizontal expansion of units for the limited purpose of squaring off and eliminating jogs from the exterior plane of the unit. The Declaration also permits vertical expansion, but any Unit Owner who wishes to expand his or her unit vertically must first apply to the Board and provide a detailed set of plans. The Unit Owner shall submit an appropriate plan set, including a sufficient number of copies as determined by the Board. All Unit Owners shall be notified of the proposed changes and plans will be made available to any Unit Owner upon request. Any Unit Owner may request a hearing for the purpose of either opposing the alteration or suggesting modifications. **(Amended 10/8/06 Special Meeting.)**

ARTICLE 10. AMENDMENTS TO THE BY-LAWS

- 10-100. Amendments to the By-Laws. These By-Laws may be amended as set forth in 8-100 of the Declaration, and in accordance with the provisions of the Condominium Act. No modification or amendment shall become effective until recorded in the Belknap County Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

ARTICLE 11. RESIDENCY REGULATIONS

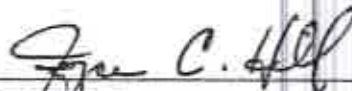
- 11-100. Residency Regulations. The Association may, from time to time, adopt and amend previously adopted administrative Residency Regulations governing the details of the operation and use of the Common Area and the units in The Condominium; provided, however, that no such Residency Regulations shall conflict with the Declaration, these By-Laws, or the provisions of the Condominium Act, and in the event of any conflict between the said Residency Regulations and the foregoing,

the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on The Condominium property a copy of the Residency Regulations adopted from time to time by the Association. These Residency Regulations may be amended by the vote of two-thirds or more of the total voting power of all unit owners before such shall become effective.

ARTICLE 12. SEVERABILITY: GENDER: INTERPRETATION

- 12-100. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance hereof or the Declaration.
- 12-200. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context is required.
- 12-300. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

The foregoing were adopted as the By-Laws of Eastern Shore Association, a condominium association, not for profit, organized under the laws of the State of New Hampshire, at the first meeting of the Board of Directors on the 31 day of August, 2008


Secretary

APPROVED:

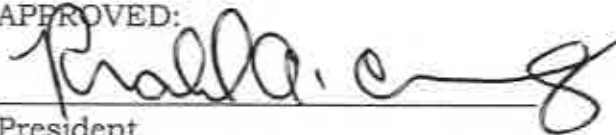

President

EXHIBIT D**CONDOMINIUM WARRANTY DEED**

PETER DE JAGER of Roberts Cove Road, Alton, County of Belknap, State of New Hampshire, who has a mailing address of Route 1, Box 106, Alton, New Hampshire, 03809, for consideration paid, grants to _____

_____ of _____

County of _____, State of _____,

with WARRANTY COVENANTS:

A certain condominium unit located in Eastern Shore, A Condominium, Lake Street, County of Belknap, State of New Hampshire, more particularly bounded and described as follows:

Unit # _____, as defined, described and identified in the Declaration of Eastern Shore, A Condominium (the Declaration"), dated September 28, 1982, recorded in Belknap County Registry of Deeds in Book 838, Page 332, and shown on a certain Plan entitled "Condominium Conversion Site Plan, 144 Lake Street, Pausus Bay, Laconia, N.H.", by Suntree Design Group, Ltd., dated August 1982; recorded in the Belknap County Registry of Deeds in Plan Book 99, Pages 83 and 84, and Floor Plans entitled Swedish Village, 144 Lake Street, Laconia, N.H. by Alexander Gammar, P.E. dated August 9, 1982, recorded in Book 99, Pages 91-101 of the Belknap County Registry of Deeds. See also Amendment of Declaration of Swedish Village, A Condominium, dated _____ 1987, and recorded at Book _____, Page _____ of the Belknap County Registry of Deeds, and Declaration of Eastern Shore, A Condominium, dated _____ 1987, recorded at Book _____, Page _____, of the Belknap County Registry of Deeds.

Also conveying with said unit an equal, undivided interest in the Common Area as defined, described and identified in the Declaration and on the Plans.

Also conveying with said unit the following rights and easements:

1. Easements in common with others to use the Common Area as set forth in the Declaration.
2. Non-exclusive easements for structural support and encroachments and for repair and such other rights and easements as set forth in the Declaration, and in the By-Laws which are a part of the Declaration (the "By-Laws").

This conveyance is subject to the following:

1. Non-exclusive easement for structural support, encroachments, and for repair in favor of the owners of other condominium units in the condominium as set forth in the Declaration, as amended, and in the By-Laws.
2. Taxes, the other restrictions, covenants, conditions, easements, uses, limitations and obligations set forth and referred to in the Declaration, as amended, and electric, telephone, and other utility easements of record.
3. The provisions of the Articles of Agreement, By-Laws, Condominium Residency Regulations adopted pursuant to the By-Laws, and the New Hampshire Condominium Act (New Hampshire Revised Statutes Annotated, Chapter 356—B).
4. The right to lay pipes across a certain part of the above described premises as set forth in deed of Emma G. Varey to Otto Pitman Keller, dated June 8, 1950 and recorded at Book 321, Page 139 of the Belknap County Registry of Deeds.
5. An easement to Public Service Company of New Hampshire recorded at Book 838, Page 887 of the Belknap County Registry of Deeds.

The term "Eastern Shore, A Condominium" as used herein means all of the premises described in Exhibit A to the Declaration, including in part, all of the land on which the buildings are located, and reference may be made to said Exhibit A for a description of said land. The post office address of Eastern Shore, A Condominium, is 144 Lake Street, Laconia, New Hampshire, 03246. The condominium units in Eastern Shore, A Condominium, are intended for

seasonal, recreational use and the restrictions on that use are embodied in the Declaration, including the By-Laws which are a part thereof, which Declaration and amendments thereto are incorporated herein by reference thereto. The provision as to seasonal use does not apply to Units 23 and 24.

The portion of the units, undivided interests in the Common Area, and rights and easements conveyed hereby are the premises acquired by the grantor by deed of Jafco Realty Corp., dated _____, 1986, recorded in the Belknap County Registry of Deeds at Book _____, Page _____.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, devisees, representatives, successors, and assigns of the respective parties hereto.

I have hereunto set my hand this _____ day of _____, 2007.

Peter De Jager

STATE OF NEW HAMPSHIRE, BELKNAP, SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Peter De Jager.

Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE, BELKNAP, SS.

The undersigned grantee(s) acknowledge(s) that it/they has/have read the Declaration, the Articles of Agreement, the By-Laws, and the Condominium Residency Regulations referred to hereinabove, and accept(s) the provisions thereof and of this deed.

Grantee

Grantee

**RESTATEMENT OF
RESIDENCY REGULATIONS OF
EASTERN SHORE, A CONDOMINIUM**

1. Units shall be occupied and used only for four-season, recreational purposes (except that Units 23 and 24 may be used for residential purposes) by the owner and his family, or by guests or authorized lessees of the owner as hereinafter provided. Units shall not be used to house more people than they are reasonably designed to accommodate. Occupancy of a unit shall not exceed twelve (12) persons for overnight accommodations. **(Amended 10/8/06 Special Meeting)**

2. Owners shall neither make nor permit their guests or invitees to make any improper, offensive or unlawful use of any property comprising the condominium. In particular, no use shall be made of any unit which would become an annoyance or nuisance to the other unit owners.

3. Each owner shall keep and maintain the interior and exterior of his unit in good condition and repair at all times.

4. The exclusive property of a unit owner shall not be used or altered in any manner that would effect an increase in the expense of operation of the condominium, nor shall any structural alterations of any nature be made without the express approval of the Association. An owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or buildings except as herein provided.

5. Each owner shall be liable for any and all damages to exclusive and/or common property which shall be caused by said owner, his lessees, guests or invitees, and to the extent that such damages are not covered by insurance proceeds, such owner shall be assessed by the Association for the costs of repairs, and the same shall be a lien against the unit of such owner and may be enforced, as provided in the Declaration, the By-Laws, or the Condominium Act. Each owner shall promptly pay when due all repair bills and/or utility bills which are separate liens or charges against his unit.

6. Common walks and/or other common areas shall not be obstructed, littered, defaced or misused in any manner. Exterior surfaces of exclusive property shall not be decorated in any manner without the consent of the Association. No signs may be exposed except those which have been approved in writing by the Association. The balconies, terraces, walkways and exterior stairways shall not be used for hanging garments or other objects or for

cleaning of rugs or other household items. Disposition of garbage shall be only by the use of garbage disposal units or approved receptacles and disposition of trash shall be only by the use of the owner's receptacles placed in the trash area as designated. All receptacles shall be covered and constructed of material approved by the Association.

7. No pets may be kept by an owner except ordinary house pets. Any such pet shall be leashed and under the personal control of the owner or a member of the owner's family at all times when it is outside the unit. **(Amended 10/8/06 Special Meeting.)**

8. Each unit owner shall permit reasonable access to his exclusive property by the Association or the agents or employees of the Association for the purpose of maintenance, inspection, repair, replacement or improvements in said exclusive property or the common property, or as may be required in emergency situations. For the purpose of providing access to each unit and storage area in emergency situations during his absence, each owner shall leave a key with an agent, employee of the Association or with some other person residing on the premises after notifying the Association of its location.

9. The common area shall not be used in a manner which is inconsistent with the recreational character of the condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the common area, and anyone causing such damage shall pay the expenses incurred by the Association in repairing the same; and nothing shall be stored in the common area without the prior written consent of the Association; nothing shall be altered, constructed in or removed from the common area without the Association's prior written consent.

10. No motor vehicles other than of a private passenger type shall be used or kept anywhere on the premises. Unregistered motor vehicles, mobile homes or camping trailers shall not be permitted in any instance.

11. No unit may be leased by its owner without the approval of the Association. Occupancy shall only be by the tenant and his family or guests. No unit may be leased by its owner for more than one year without the approval of the board of directors. All such rentals shall be subject in all respects, to these Residency Regulations.

12. Reasonable regulations concerning the use of the units, the common elements and the common areas may be made and amended from time to time by the Association; provided, however, that all such regulations and amendments thereto shall be approved by the vote of two-thirds or more of the total voting power of all the unit owners before such shall become effective. Copies of such

regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

And, the Association hereby includes regulations for the use of moorings and docks and sets forth the complete mooring and dock regulations as follows:

- A. The Association is responsible for the mooring field and dock; it enforces the rules governing them, oversees placement of moorings and all other aspects of the operation of the field as directed by New Hampshire state law governing moorings and docks.
- B. The Association will pay the \$25 annual mooring registration fee for mooring holders to reimburse them for the share of electric bills they pay to keep the dock free of ice.
- C. The Association is responsible for repairs to its moorings.
- D. The Association shall be responsible for installing and removing the ball floats, as well as maintaining the mooring chains. **(Amended 10/8/06 Special Meeting).**
- E. Mooring users must sign a waiver of responsibility releasing the governing body (the Association) from blame should their boat or any other be damaged or break free.
- F. Unit owners using moorings are entitled to a disclosure statement detailing what the mooring is made of when they acquire the use of said mooring.
- G. Mooring users have the responsibility to inspect the mooring.
- H. Unit Owners shall provide their own raft or other type of water transport to and from their moorings. **(Amended 10/8/06 Special Meeting.)**
- I. Any mooring user who acquires the right to a dock space immediately forfeits use of a mooring once the dock is acquired. The mooring is then assigned to a new user or is disconnected by the Association.

(Original Paragraph J deleted in its entirety - 10/8/06 Special Meeting.)

- J. If a Unit Owner who is entitled to the use of a mooring rents the unit, the tenant may use the mooring during the period of tenancy.

Moorings may only be used by Unit Owners and tenants of units, as the case may be. **(Amended 10/8/06 Special Meeting.)**

- K. Renters must provide the Dockmaster with a valid copy of their boat registration at least fourteen (14) days prior to the use of a mooring. **(Amended 10/8/06 Special Meeting.)**
- L. Tenants shall not use any dock space even if a space is assigned to a particular Condominium Unit which is rented to that tenant. However, the owner of the Unit may make a swap with a Unit Owner to whom a mooring is assigned so that the tenant may use the mooring during the tenancy, while the other Unit Owner will temporarily have the use of the boat docking space. **(Amended 10/8/06 Special Meeting.)**
- M. Moorings may not be rented separately from the unit to which they are assigned. The unit owner has the right to allow his renters the use of a mooring for the duration of that renters' occupancy of the unit. Unit owners are responsible for any damage done to private and/or common property by their renters. **(Amended 10/8/06 Special Meeting.)**
- N. **Trusts:**
 - (1) Unit Owners may transfer title to their unit into a Family Trust. Such conveyance may also include their dock space assignment.
 - (2) Transfer to a Trust shall not adversely affect the Unit Owner's current assignment of a dock space on the owner's place on the list.
 - (3) Conveyance of a unit by a Trust shall be treated in the same manner as the sale of a unit by an individual.
- O. **Use of dock space (Approved in May 2005):**
 - (1) Dock spaces that are not used will be temporarily assigned to the next Unit Owner on the list.
 - (2) Unit Owners with assigned spaces that have been temporarily re-assigned will be able to get the dock assigned back to them with reasonable notice.

- (3) Unit Owners should notify the Dock Master of their intentions to use or not use their dock space.

P. **Renters:**

- (1) All renters must provide the Dock Master with valid copies of their boat registration and insurance policy fourteen (14) days prior to putting their boat on Eastern Shore mooring or dock.
- (2) **Moorings:**
 - (i) Moorings can be used by renters
 - (ii) Moorings cannot be rented separately from units.

13. No boats exceeding twenty-seven (27) feet in length shall be permitted to be docked or moored at The Condominium at any time. **(Amended 10/8/06 Special Meeting.)**

(Original Paragraph 13 deleted in its entirety - 10/8/06 Special Meeting.)

14. The Board of Directors shall have the power to control, manage and assign boat moorings. A one-time mooring fee of \$200 shall be assessed upon assignment of all moorings and upon transfer to subsequent assignees. **(Approved 10/8/06 Special Meeting.)**

(Residency Regulations Amended 10/1/90 by First Amendment recorded in Book 1309, Page 601; and by 10/8/06 Special Meeting.)