

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** Estate of Alison Fortin
2. **PROPERTY LOCATION:** 273 Maplewood Avenue, #3, Portsmouth, NH 03801
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ☐ Yes ☐ No
4. **SELLER:** ☐ has ☐ has not occupied the property for 14 years.
5. **WATER SUPPLY**
Please answer all questions regardless of type of water supply.
- a. **TYPE OF SYSTEM:** ☒ Public ☐ Private ☐ Seasonal ☐ Unknown
☐ Drilled ☐ Dug ☐ Other
- b. **INSTALLATION:** Location: _____
Installed By: _____ Date of Installation: _____
What is the source of your information? _____
- c. **USE:** Number of persons currently using the system: _____
Does system supply water for more than one household? ☐ Yes ☐ No
- d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: ☐ Yes ☐ No ☒ N/A Quantity: ☐ Yes ☐ No
Quality: ☐ Yes ☐ No ☒ Unknown
If YES to any question, please explain in Comments below or with attachment.
- e. **WATER TEST:** Have you had the water tested? ☐ Yes ☐ No Date of most recent test _____
IF YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ☐ Yes ☐ No
IF YES, are test results available? ☐ Yes ☐ No
What steps were taken to remedy the problem? _____
COMMENTS: _____
6. **SEWAGE DISPOSAL SYSTEM**
- a. **TYPE OF SYSTEM:** Public: ☒ Yes ☐ No Community/Shared: ☐ Yes ☐ No
Private: ☐ Yes ☐ No ☐ Unknown
Septic Design Available: ☐ Yes ☐ No
- b. **IF PUBLIC OR COMMUNITY/SHARED**
Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No
What steps were taken to remedy the problem? _____
- c. **IF PRIVATE:**
TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Unknown ☐ Other
Tank Size _____ Gal. ☐ Unknown ☐ Other
Tank Type ☐ Concrete ☐ Metal ☐ Unknown ☐ Other
Location: _____ ☐ Location Unknown. Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? ☐ Yes ☐ No
COMMENTS: _____

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d. LEACH FIELD: ☐ Yes ☐ No ☐ Other _____
IF YES, Location: _____ Size: _____ ☐ Unknown
Date of installation of leach field: _____ Installed By: _____
Have you experienced any malfunctions? ☐ Yes ☐ No
Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☐ No ☐ Unknown
IF YES, has a septic system evaluation been done within 180 days? ☐ Yes ☐ No ☐ Unknown
Date of Evaluation: _____
Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU, 603-271-3501

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	☐	☐	☐			☐
	Crawl Space	☐	☐	☐			☐
	Exterior Walls	☐	☐	☐			☐
	Floors	☐	☐	☐			☐

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:
Are you aware of any past or present underground storage tanks on your property? ☐ Yes ☐ No ☐ Unknown
IF YES: Are tanks currently in use? ☐ Yes ☐ No
IF NO: How long have tank(s) been out of service? _____
What materials are, or were, stored in the tank(s)? _____
Age of tank(s): _____ Size of tank(s): _____
Location: _____
Are you aware of any past or present problems such as leakage, etc? ☐ Yes ☐ No
Comments: _____
If tanks are no longer in use, have the tanks been removed? ☐ Yes ☐ No ☐ Unknown
Comments: _____

b. ASBESTOS - Current or previously existing:
As insulation on the heating system pipes or ducts? ☐ Yes ☐ No ☐ Unknown
In the siding? ☐ Yes ☐ No ☐ Unknown In the roofing shingles? ☐ Yes ☐ No ☐ Unknown
In flooring tiles? ☐ Yes ☐ No ☐ Unknown Other ☐ Yes ☐ No ☐ Unknown
If YES, Source of information: _____
Comments: _____

c. RADON/AIR - Current or previously existing:
Has the property been tested? ☐ Yes ☐ No ☐ Unknown
If YES: Date: _____ By: _____
Results: _____ If applicable, what remedial steps were taken? _____
Has the property been tested since remedial steps? ☐ Yes ☐ No
Are test results available? ☐ Yes ☐ No
Comments: _____

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d. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☐ Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No

Are test results available? ☐ Yes ☐ No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? ☐ Yes ☐ No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? ☐ Yes ☐ No

Comments: _____

f. Are you aware of any other hazardous materials?

☐ Yes ☒ No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

☐ Yes ☐ No ☐ Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

☐ Yes ☐ No ☐ Unknown If YES, Explain: _____

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

☐ Yes ☐ No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property?

☐ Yes ☐ No If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

☐ Yes ☐ No ☐ Unknown If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone?

☐ Yes ☐ No ☐ Unknown Comments: _____

g. Has the property been surveyed?

☐ Yes ☐ No ☐ Unknown If YES, By: _____

If YES, is survey available? ☐ Yes ☐ No ☐ Unknown

h. How is the property zoned? _____

i. Heating System Age: _____ Type: _____ Fuel: _____ Tank Location: _____

Owner of Tank: _____

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: _____

Comments: _____

j. Roof Age: _____ Type of Roof Covering: _____

Moisture or leakage: _____

Comments: _____

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- k. Foundation/Basement** ☐ Full ☐ Partial ☐ Other: _____ ☐ Type: _____
Moisture or leakage: _____
Comments: _____
- l. Chimney(s)** How Many? _____ Lined? _____ Last Cleaned: _____ Problems? _____
Comments: _____
- m. Plumbing** Type: _____ Age: _____
Comments: _____
- n. Domestic Hot Water** Age: _____ Type: _____ Gallons: _____
- o. Electrical System** # of Amps _____ ☐ Circuit Breakers ☐ Fuses
Comments: _____
Solar Panels: ☐ Leased ☐ Owned If leased, explain terms of agreement: _____
Comments: _____
- p. Modifications:** Are you aware of any modifications or repairs made without the necessary permits? ☐ Yes ☐ No
If Yes, please explain: _____
- q. Pest Infestation:** Are you aware of any past or present pest infestations? ☐ Yes ☐ No Type: _____
Comments: _____
- r. Methamphetamine Production** Do you have knowledge of methamphetamine production ever occurring on the property?
(Per RSA 477:4-g) ☐ Yes ☐ No If YES, please explain: _____
- s. Air Conditioning** Type: _____ Age: _____ Date Last Serviced and by whom: _____
Comments: _____
- t. Pool** Age: _____ Heated: ☒ Yes ☐ No Type: _____ Last Date of Service: _____
By Whom: _____
- u. Generator** Portable: ☐ Yes ☐ No Whole House: ☐ Yes ☐ No Kw/Size: _____ Last Date of Service: _____
If Portable: ☐ Included ☐ Negotiable
Comments: _____
- v. Internet** Type Currently Used at Property: _____
- w. Other** (e.g. Alarm System, Irrigation System, etc.) _____
Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

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10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

☐ Yes ☐ No

b. ADDITIONAL COMMENTS:

SELLER Has
No knowledge of
property.

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

Estate of Allison Fortin
by Terilyn A. Fortin
SELLER *[Signature]* DATE 6/14/26

SELLER _____ DATE _____

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER(S) INITIALS *TF* _____

BUYER(S) INITIALS _____

PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form



In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: Estate of Alison Fortin
Jerilyn Fortin, Administrator
273 Maplewood Avenue, #3, Portsmouth, NH 03801

2. Association Name (if applicable): North Mill Pond Condominium

3. Property Manager/Agent: Jeff Caron Phone: 603-969-4145

4. **GENERAL AND LEGAL**

a. Are there any Association or Corporation approvals required for transfer of Ownership? ☐ Yes ☐ No ☐ Unknown

b. Is there a time share operation existing at Property? ☐ Yes ☒ No ☐ Unknown

c. Is there a vacation rental operation or other organized rental program at Property? ☐ Yes ☒ No ☐ Unknown

d. Are you aware of any rental, use or age restrictions? ☐ Yes ☐ No ☐ Unknown

e. Number of allocated parking spaces available for this unit: 2

f. Are you aware of any pending or existing litigation? ☐ Yes ☒ No If Yes, please explain: _____

g. Are the minutes of the Condominium Association annual meeting available? ☐ Yes ☐ No ☒ Unknown

h. Are there any pet policies? Restrictions: ☒ Yes ☐ No Dogs/Cats Allowed: ☒ Yes ☐ No

5. **MASTER INSURANCE POLICY**

a. Name of Company: _____

b. Name of Agent: _____ Phone: _____

6. **FINANCIAL**

a. Monthly maintenance fee(s): \$ 146

b. What do the monthly fees include?

☐ Air Conditioning

☐ Hot Water

☐ Road Maintenance

☐ Cable TV Signal

☐ Landscaping

☒ Sewer

☐ Electricity

☐ Lot Rent

☐ Snow Removal

☐ Garage/Parking

☐ Real Property Tax

☐ Trash Removal

☐ Gas

☐ Recreation/Community Association Dues

☒ Water

☐ Other: _____

c. Are there any additional fees? If so, please specify: _____

d. Are you aware of any special assessments or loans in effect at this time? ☒ Yes ☐ No

If Yes, explain: _____

Additional Comments: Please ask listing agent for more information

7. **ACKNOWLEDGEMENTS:**

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

Estate of Alison Fortin
By: Jerilyn A. Fortin Administrator
SELLER [Signature] DATE 6/14/04

SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

BUYER DATE

BUYER DATE

SELLER PROPERTY INFORMATION

Fixtures, Appliances, and Personal Property

Please indicate the age of the following, which will be included in the sale of your property.

Included?	Yes	No	Year	Included?	Yes	No	Year
Refrigerator	☒	☐	unknown		☐	☐	
Gas Range	☒	☐	unknown		☐	☐	
Dishwasher	☒	☐	2026		☐	☐	
	☐	☐			☐	☐	
	☐	☐			☐	☐	
	☐	☐			☐	☐	
	☐	☐			☐	☐	

Please list any affixed items that will **NOT** be staying (Special chandelier, deep freezer, etc?)

Other Information

If curbside pick-up,-What day is trash removal day? _____

Does the town maintain/plow the road? yes

Do you have smoke alarms? _____ Battery or hard-wired? _____

Do you have carbon monoxide detectors? _____ Plug-in or hard-wired? _____

School Information

	School	Pick Up Time	Bus Stop Location
Elementary			
Middle			
High School			

Seller

Buyer

Seller

Buyer

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS FOR HOUSING SALES**



This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 273 Maplewood Avenue, #3, Portsmouth, NH 03801

LEAD WARNING STATEMENT

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

- (c) ☐ Purchaser has received copies of all information listed above.
- (d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

- (f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Estate of Allison Fortin</u> <u>By Terilyn A. Fortin</u> Seller	<u>6/14/26</u> Date		
		Seller	Date
		Purchaser	Date
<u>[Signature]</u> Agent	<u>6/14/26</u> Date		
		Purchaser	Date
<u>[Signature]</u>		Agent	Date

Return **MAIL TO**
SHAINES & MCEACHERN, PA
ATTN: Paul McEachern, Esq
P.O. Box 360
Portsmouth, NH 03802-0360

BK401OPG1882

(Intentionally left blank for recording purposes)

DECLARATION OF CONDOMINIUM
FOR
NORTH MILL POND CONDOMINIUM,
273 MAPLEWOOD AVENUE

THIS DECLARATION is made this 24th day of April, 2003 by Bradley P. Boisvert, of 20 Sherburne Road, Portsmouth, New Hampshire, (hereinafter called the "Declarant"), for the purposes of submitting certain property located at 273 Maplewood Avenue, Portsmouth, New Hampshire 03801, 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");

WHEREAS, the Declarant owns a certain tract of land, with improvements thereon, situated on the north side of Maplewood Avenue, Portsmouth, County of Rockingham, New Hampshire, wherein he is in the process of converting four dwelling units in one building which the Declarant intends by this instrument to convert to condominium usage known as "North Mill Pond Condominium, 273 Maplewood Avenue" (sometimes hereinafter referred to as "the Condominium"); and,

WHEREAS, the Declarant intends to sell and convey condominium units in said condominium, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvement of the Condominium for the benefit of all of said Condominium Units and the future Owners thereof;

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the Units and other improvements located or to be located thereon, and all easements, rights, and the appurtenances belonging thereto shall be 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

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REGISTRY OF DEEDS

declaration of said premises into condominium use; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of the condominium as a whole and to mutually benefit each of the servitudes upon each of the said Condominium Units in favor of each and all other Condominium Units therein; to create reciprocal rights and privity of contract and estate among all persons acquiring or owning an interest in any of said Condominium Units, including the Declarant, and its grantees, heirs, devisees, successors, and assigns, which shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, its grantees, heirs, devisees, successors, and assigns.

ARTICLE 1, DEFINITIONS

- 1-100 Certain of the terms as used in this Declaration and in the Bylaws which are annexed hereto as Exhibit B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore.
- 1-101 "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102 "Assessment" means that portion of the cost of 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 the Bylaws.
- 1-104 "Building" means the structure containing units located on the property subject to this Condominium.
- 1-105 "Bylaws" means the instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1-106 "Common Area" means all that portion of the Condominium, other than the Units, and is more particularly described in Article 2-400 hereof. Common Area includes Limited Common Area.
- 1-107 "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.

1-108 "Common Income" means all income collected or accrued by or on behalf of the Association, other than income derived from a special assessments against the individual units as provided for in Article 5-100 or Article 7-100 hereof.

1-109 "Condominium" means the real-property and any interests therein described in Exhibit A hereof.

1-110 "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 subject to this Declaration. Also included within the scope of Exhibit A are the following surveyor's and engineer's plans:

As-Built Site Plan in conformance with RSA 356-B:20, I.

Floor Plans in conformance with RSA 356-B:20, II.

These plans will be recorded simultaneously with this Declaration in the Rockingham County Registry of Deeds.

Exhibit B - Bylaws of the North Mill Pond Condominium, 273 Maplewood Avenue.

Exhibit C - Condominium Warranty Deed.

1-111 "Condominium Rules" means such Occupancy Regulations as the Association from time to time may adopt relative to the use of the Condominium, or any part hereof.

1-112 "Condominium Unit" means a Unit together with the undivided interest in the Common Area appertaining to that Unit.

1-113 "Declarant" means Bradley P. Boisvert, of 20 Sherburne Road, Portsmouth, New Hampshire 03801.

1-114 "Declaration" means this instrument.

1-115 "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.

- 1-116 "North Mill Pond Condominium, 273 Maplewood Avenue" 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, owned by Association which has been or is intended to be submitted to the provisions of the Act.
- 1-117 "Share" means the undivided interest in and to the Common Area attributed to each Unit as set forth in Article 2-600.
- 1-118 "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-119 "Unit Owner" means one or more persons who own a Condominium Unit.

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

- 2-100 Description of Land. A legal description of the land on which the building and other improvements in the Condominium, is located is contained in Exhibit A attached hereto and made a part thereof.
- 2-200 Description of Building. North Mill Pond Condominium, 273 Maplewood Avenue, is intended to contain a distinct building containing four individual Units.
- 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, walls, doors and windows are as follows:
- 2-301 Horizontal Boundaries.
- (a) The upper horizontal boundary of each unit shall be the underside of the unfinished ceiling surface on the highest space level of each unit;
- (b) The lower horizontal boundary of each Unit shall be the upper surface of the unfinished wood, concrete or earth on the lowest floor, which is described on the floor plans contained in Exhibit A.
- 2-302 Vertical Boundaries. The vertical boundaries of each Unit shall be the unfinished surface of the gypsum

sheathing of any exterior perimeter wall and any demising walls separating units, and shall include the undecorated exterior surface of all doors and window frames as well as the undecorated exterior surface of all windows and window frames. The window glass shall be considered part of the condominium Unit.

2-400

Description of Common Area. The Common Area includes, but not by way of limitation:

The land on which the building containing the Units is located, and the walks, shrubbery, and other plantings, parking areas and other land and interests in land included in the description of the Condominium in Exhibit A.

The building excluding the Units and Limited Common Area. The water supply, sewerage disposal, electrical, cable television and telephone systems serving the Condominium, to the extent said systems are located within the Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single unit unless such portions are entirely encased within other common area within the Unit).

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 the Condominium other than the Unit within which they are located or are entirely encased by other Common Area within the Unit; and,

All other parts of the 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. The Limited Common Areas of the Unit shall include heating apparatus, doorsteps, porches, balconies, patios, driveways, walkways and any other apparatus designated to serve a single unit but located outside the boundaries thereof, as well as any areas designated on the floor plans as limited common element.

2-600

Unit Values. An undivided interest in the Common Area is allocated to each Condominium Unit as per the following schedule. There shall appertain to each Condominium Unit

in the Condominium, for voting purposes in connection with meetings of the Association, a vote equal to the Unit's percentage interest in the Common Area as shown by the following schedule of undivided interests in the Common Area. Where a particular Condominium Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

<u>Unit</u>	<u>Area</u>	<u>Percentage Interest in Common Area</u>
1	1,078 sq. ft.	29.84%
2	1,140 sq. ft.	31.55%
3	696 sq. ft.	19.26%
4	699 sq. ft.	19.35%

2-700 Statement of the Purposes of Condominium Use. The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Regulations, are in furtherance of this purpose:

2-701 Each Unit shall be occupied and used only for private residential purposes by the Owner, or by lessees or guests of the owner, and not for any business use, except for home occupations permitted by ordinance, provided that the conduct of such occupation does not alter the residential character of the Units and/or Common Areas, and except for the rights retained by the Declarant in Article 2-706. 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 and such leases have a term of twelve (12) months or more. If a tenant has been deemed a nuisance or is in violation of these condominium instruments, by a vote of the Association, the Association may terminate the lease and institute eviction proceedings in the name of the unit owner and at the unit owner's expense.

2-702 The Common Area shall not be used in a manner which is inconsistent with the residential 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 any one causing such damage shall pay the expense incurred by the Association in repairing the same. No boats, boat trailers, snow-mobiles, recreational vehicles or other personal property shall be stored or parked in the Common Area or Limited Common Area for a period of more than seven (7) consecutive days, or more than twenty-one (21) days in

any year. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Association. Nothing shall prevent a Unit Owner from installing an air-conditioning unit or central air-conditioning system to serve his Unit and such system or Unit shall be Limited Common Area to the Unit which it serves. Placement of an outside condenser or apparatus shall be placed in the reasonable discretion of the Unit Owner but must be shielded with shrubbery.

- 2-703 No noxious or offensive use shall be made of any part of the Condominium, 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 the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Association.
- 2-704 Signs (except as provided in Paragraph 2-706 below) shall require the approval of the Association before being erected in the Common Area.
- 2-705 No more than two (2) household pets may be kept by any Unit Owner. If any pet is deemed a nuisance by three of the other Unit Owners, the pet will be removed from residency within thirty (30) days of written notice signed by the other Unit Owners and delivered or left at the Unit of the offending animal.
- 2-706 The Declarant shall be deemed to be the owner of any Condominium Units not sold by the Declarant for voting and other purposes. The Declarant expressly reserves for itself, its representative and assigns, the right to show any such unit for the purpose of sale, including the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Condominium Units by the respective Unit Owners.
- 2-707 The Association is empowered to adopt and amend, from time to time, Condominium Regulations concerning the use of the Condominium and various parts thereof, which Regulations shall be furnished in writing to all Unit Owners and which Regulations shall not be violated.

Association, all persons acting or who may come to act as agents or employees of the Unit Owners' Association 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 of the other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his Unit or within the Limited Common Area over which he has exclusive use.

- 3-103 Workmen's compensation insurance as required by law; and,
- 3-104 Such other insurance as the Association may determine including, any specialized policies covering lands or improvements in which the Unit Owners' Association has or shares ownership or other rights.
- 3-200 General Insurance Provisions.
- 3-201 The Association shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Article 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 Article.
- 3-202 The Association 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 Association, 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 canceled or substantially modified without at least thirty days' written notice to all of the insureds thereunder (including Unit Owners) and all mortgagees 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 Association pursuant to Article 3-100 above, and each Owner hereby assigns to the Association 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.

3-300 Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of the Condominium, as a result of fire or other casualty the proceeds of the MASTER policy shall be used to repair, replace or restore the structure or common area damaged by casualty unless the unit owners vote to terminate the condominium in accordance with RSA 356-B:34.

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.

4-200 Each Unit Owner shall own an undivided interest in the Common Area equal to his % as set out in Article 2-600. No such interest 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 Unit 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 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, although the heating equipment for each condominium is located in the Common Area, the heating equipment is the property of the Unit heated by the appliance and as such the maintenance, replacement and repair of the heating unit is the responsibility of the individual Unit Owner. Each Owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing water services or waste removal which are Common Area within his Condominium Unit. 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 him by the Association, the Association 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 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 Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his Unit.

ARTICLE 6, PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-100 No Unit 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 Association:
- 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 building 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 building or any other structure in the Condominium or any Common Area therein.

ARTICLE 7, ENTRY FOR REPAIRS

- 7-100 The Association shall have the irrevocable right, to be reasonably exercised by its agent, 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 Association is responsible and shall have the irrevocable right, to be reasonably exercised by the Association or its agents, or by 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 Association 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, BYLAWS

- 8-100 The Bylaws shall be as set forth in Exhibit B attached hereto. The Bylaws 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 Rockingham County Registry of Deeds.

ARTICLE 9, CONVEYANCES

- 9-100 The sale and leasing and mortgaging of Condominium Units shall be subject to the following provisions notwithstanding anything herein elsewhere contained;
- 9-200 A Unit may be sold or leased by its Owner without the approval of the Declarant or the Association, provided however, that any lease or rental agreement must be in writing and no Unit may be leased or rented for less than twelve (12) months.
- 9-300 Notice to Association. The Unit Owner intending to make a sale of his Condominium Unit shall give notice to the Association of the name and address of the intended purchaser and such other information as the Association may reasonably require for record keeping purposes, but this shall not be construed as granting the Association the right of approval of Unit sales.

ARTICLE 10, ASSESSMENTS

- 10-100 Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Article 5 or Article 7 hereof, and all other assessments made against him by the Association in accordance with the terms of the Declaration and Bylaws 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 Association all such expenses theretofore incurred and sums theretofore assessed by the Association 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 Association. The statement shall be binding on the Association 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 lien of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, if the law does not make such mortgagee or purchaser liable, but shall be liable for unpaid expenses and assessments becoming due thereafter.

10-200

The Association shall have the right to charge interest at Eighteen (18%) per annum, or at the maximum lawful interest rate for unpaid common expenses or other expenses or assessments from the due date. In addition, it shall have the right to charge unit owners \$5.00 per month for duplicate billing charges, and other costs including attorney's fees in the event the Association is required to proceed with collection to obtain payment of such expenses. Any lien may be exercised for any unpaid common expense or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid common expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46, I. The lien, including interest, costs and attorney's fees may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgage, or by suit brought in the name of the Association, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE 11, EMINENT DOMAIN

- 11-100 The provisions of RSA 356-B: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 Association to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws 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 Association of payment of any assessment from unit owner with knowledge of the breach of any covenant hereto shall not be deemed a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

ARTICLE 13, LIABILITY OF THE MEMBERS OF THE ASSOCIATION

- 13-100 The members of the Association 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 Association against all contractual liability to others arising out of contracts made by the Association on behalf of The Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is intended that the members of the Association shall have no personal liability, other than as unit owners, with respect to any contract made by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the members of the Association 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 Association and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws 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 Association 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 Bylaws, and the Condominium Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Condominium 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 Association on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

ARTICLE 15, PERSONAL PROPERTY

- 15-100 The Association may acquire and hold, for the benefit of the unit owners, 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, CONTROL BY THE DECLARANT

- 16-100 The Declarant shall have the right to exercise the powers and responsibilities assigned by the condominium instruments and by RSA 356-B, to the Unit Owners Association, either directly or through its appointed manager. The right to control herein reserved to the Declarant shall continue for a period of two (2) years from the date of recording of this Declaration, or until three units have been conveyed whichever occurs first. The Declarant shall, during this period, have the right to appoint the manager and exercise all functions of the Association as provided in RSA 356-B:36.

- 17-100 (Intentionally omitted.)

ARTICLE 18, FHLMC/FNMA COMPLIANCE

- 18-100 Notwithstanding the provisions of this Declaration and the Bylaws relating to amendments, the duly adopted regulations of the Federal Home Loan Mortgage

Corporation, FHLMC, and the Federal National Mortgage Association, FNMA, as amended from time to time, shall control the procedure and substance of amendments that affect the rights of eligible mortgage holders, as such rights are defined in those regulations. The Association, in accordance with RSA 356-B:34, II, by a vote of at least 75% of the members, is authorized to consider and adopt amendments to this Declaration and to the Bylaws that may be required in order to comply with the duly adopted regulations of the FHLMC or the FNMA.

ARTICLE 19, NOTICES

- 19-100 All notices hereunder, and under the Bylaws and the Act to the Association shall be sent by United States mail to the Association at 273 Maplewood Avenue, Portsmouth, New Hampshire 03801, or to such other address as the Association 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 Association. 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.

ARTICLE 20, SEVERABILITY

- 20-100 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 21, GENDER

- 21-100 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 22, INTERPRETATION

- 22-100 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 23, AMENDMENT

23-100 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 Bylaws, which amendment shall become effective upon recordation at the Rockingham County Registry of Deeds. So long as the Declarant owns one or more units, no amendment to the Declaration shall be adopted which could interfere with the sale, lease or other disposition of such units, except with the consent, in writing, of the Declarant. No such amendment shall be contrary to the provisions of the Condominium Act.

ARTICLE 24, ARBITRATION

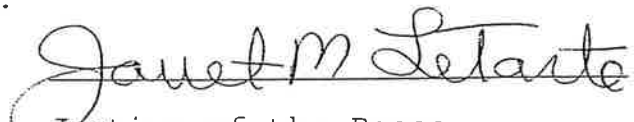
24-100 In the event of a disagreement between Owners and in order to break a tie vote, the issue or issues, at the request of any party, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) before an arbitrator selected from the panels of the arbitrators of AAA. In the event of referral to arbitration, the Owner requesting arbitration shall remit the fee to initiate the arbitration. However, the final costs of said arbitration shall ultimately be borne as determined by the arbitrator. Notice of arbitration shall be given to all Unit Owners and mortgagees.

IN WITNESS HEREOF, the Declarant, Bradley P. Boisvert, has executed this Declaration on the date and year first above written.


Bradley P. Boisvert

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 24th day of April, 2003, by Bradley P. Boisvert, in his capacity as Declarants of North Mill Pond Condominium, 273 Maplewood Avenue, for the purposes herein contained.


Janet M. Letarte

Justice of the Peace

My Commission Expires 4/11/06

EXHIBIT A

SUBMITTED LAND

NORTH MILL POND CONDOMINIUM, 273 MAPLEWOOD AVENUE

LEGAL DESCRIPTION

A certain lot of land with the buildings thereon, situate in Portsmouth, County of Rockingham and State of New Hampshire, bounded and described as follows:

Bounded southerly by Maplewood Avenue, 83.30 feet, more or less; westerly by land now or formerly of Evon Cooper, 82.50 feet, more or less; northerly by land now or formerly of Jeanne E. and Mary D. Morris, 79.87 feet, more or less; easterly by land now or formerly of Two Hundred Fifty Nine Maplewood Avenue Realty Holding, 74.34 feet, more or less.

Subject to any rights in a way 22½ feet wide on Maplewood Avenue, narrowing to 20 feet and five inches at a fence, and to any rights in a foot path extending therefrom to said land now or formerly of Gardner. Said way being along the southeasterly side of the lot herein conveyed.

Being the same premises conveyed to Bradley P. Boisvert by deed of Lawrence Bishop and Richard K. Hackett, II, dated May 24, 2002, and recorded in the Rockingham County Registry of Deeds at Book 3775, Page 1855.

THIS IS NOT HOMESTEAD PROPERTY.

EXHIBIT B

BYLAWS
OF
NORTH MILL POND CONDOMINIUM,
273 MAPLEWOOD AVENUE

273 Maplewood Avenue
Portsmouth, New Hampshire 03801

ARTICLE I

Purpose and Applicability

Section 1. Purpose. There shall be established, pursuant to RSA 356-B:35, a Unit Owners Association [hereinafter, "Association"] to administer the condominium property in accordance with and subject to the provisions of the New Hampshire CONDOMINIUM ACT, the Declaration and these Bylaws, and any of the same as may be lawfully amended from time to time.

These Bylaws shall be utilized by the Association in conjunction with the Declaration for the daily governance of the condominium.

Section 2. Applicability. All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person who may use the facilities of the condominium in any manner, are subject to these Bylaws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a Unit shall constitute an agreement that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II

The Association

Section 1. Name. The name of this Association will be North Mill Pond Condominium, 273 Maplewood Avenue, Condominium Association.

Section 2. Membership. Each Unit Owner, upon acquisition of the condominium ownership interest in a Unit, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a Unit. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Unit Owner of the Unit,

at which time the new Owner of the Unit shall automatically become a member of the Association.

The Declarant shall be a member of the Association with respect to all Units owned by the Declarant and shall have the right, without limitation, to exercise the voting power pertinent to such Units. Until the Association is organized, the Declarant shall have the power and responsibility to act in all instances where the act requires action by the Unit Owners' Association or any of its officers as allowed by RSA 356-B:36(III).

Section 3. Duties of the Association.

a. Management. The administration, management, maintenance, repair, alterations and improvements of the condominium property, not the responsibility of a Unit Owner, shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

b. Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of good working order, in clean, neat, and safe condition and in conformity with all laws, ordinances, and regulations applicable to the condominium property.

c. Improvement and Repair Within Units. Except as may otherwise be expressly provided herein, the Association shall keep and maintain in a state of good condition and repair those parts of the condominium property (utilities) within each Unit by making all repairs, replacements, alterations and other improvements necessary. If a Unit and facilities and improvements appurtenant to a Unit become impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner fails after notice from the Association or other Owner(s) to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or correct the condition in similar manner as in Article 7 of the Declaration. The Association shall charge and assess the cost and expenses thereof to the Unit Owner(s) who should have performed the work.

d. General Duties. The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws and the CONDOMINIUM ACT.

e. Delegation of Authority. The Association or its designated representative shall be responsible for representing the

Unit Owners in negotiating any agreements, contracts, settlements, etc.

ARTICLE III

Meetings

Section 1. 1st Annual Meeting. After formation of the Association, there shall be an annual meeting held within thirty (30) days of said formation at which time the Association shall call for an annual meeting to be held at least once each year after the formation. In the absence of such call, and annual meeting shall be automatically scheduled on the first anniversary of the initial meeting.

Section 2. Notice of Regular Meetings. Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place and purposes(s) of such meetings shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these Bylaws to give such notice. Notice shall be delivered in hand or it shall be given by U.S. Mail, return receipt requested to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary. Notice of the time, place and purpose(s) of any meeting of members of the Association, may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him of notice of such meeting.

Section 3. Place of Meetings. Meetings of the Unit Owners shall be held at the condominium or such other suitable place convenient to the Unit Owners as may be designated by the officers of the Association.

Section 4. Special Meetings. Special meetings of the Association may be held at any reasonable time as requested by any Owner or representative of the Association upon a minimum of seven (7) days' notice provided to all members of the Association. In the event that any Owner is unable to attend, that Owner shall make every effort to notify the other Owner(s) or the Association representative at least forty-eight (48) hours prior to the meeting. Upon receipt of notice of the unavailability of any Owner, such meeting shall be rescheduled the same time and place

seven (7) days from the originally scheduled time. Subsequent unavailability of any Owner shall be governed by the provisions of Section 5 of this Article. Special Meetings shall be held on the premises of the condominium or at such other place within the City of Portsmouth, New Hampshire, as designated in the Notice of Hearing.

Section 5. Adjourned Meetings. If any Owner is unavailable to attend a special or regular or annual meeting of the Association, he shall notify the other Owner(s) as provided in Section 4. If a special meeting, it shall be rescheduled in accordance with Section 4 whether or not the notice is received forty-eight (48) hours prior to the meeting unless an emergency exists. If a regular or annual meeting, the notice must be received forty-eight (48) hours in advance to entitle the requesting Owner to a postponement and if properly received, the meeting shall be rescheduled no less than ten (10) days after the original meeting date and new notice sent to the Owners in accordance with Section 2 of this Article. Any requests for additional postponements by an Owner shall be in writing and shall contain at least two (2) dates and times within ten (10) days of the postponed meeting when that Owner is available to attend said meetings. If a second postponement request does not contain that information, the remaining Owner(s) may reschedule the twice postponed meeting and hold such a meeting and take any appropriate action whether or not the other Owner(s) is in attendance.

Section 6. Actions Without A Meeting. All actions, which may be taken at a meeting of the Association, may be taken without a meeting, with the approval of or writing signed by three Unit Owners. The Secretary or his designee shall maintain a permanent record of all actions taken without a meeting. Actual notice of said action by a Unit Owner prior to said action being approved, shall be deemed a waiver by him of the requirement that he receive notice of said action without a meeting.

ARTICLE IV

Voting

Section 1. Allocation of Votes. Each Unit Owner is allocated a number of votes proportionate to the undivided interest in the Common Area appertaining to each Unit.

Section 2. Splitting Votes. Since a Unit Owner may be more than one (1) person, if only one of such persons is present at a meeting of the Unit Owners' Association, that person shall be entitled to cast the vote appertaining to that Unit. But if more

than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement. And such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word person shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner.

Section 3. Proxies. The Vote appertaining to any Unit may be cast pursuant to a Proxy or Proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one (1) person, by or on behalf of all such persons. No such Proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any Proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The Proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Any Proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that Proxy.

Section 4. Quorum. A quorum exists if persons entitled to cast fifty percent (50%) of the votes of the Association are present either in person or by Proxy at the beginning of such meeting.

Section 5. Transaction of Business. Except as where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of the Unit Owners, in good standing and entitled to vote, voting in person or by Proxy, is required to adopt decisions at any meeting of the Association, except for the election of the Officers of the Association which may be accomplished by a plurality of the votes. All voting undertaken in accordance with this Article IV shall be presumed to be valid until proven otherwise.

ARTICLE V

Officers

Section 1. Designation and Election of Officers. The principal officers of the Association shall be a President and

Secretary/Treasurer, both of whom shall be elected by the Association. At the first organizational meeting of the Association, it shall elect a President for a term of three (3) years, and a Secretary/Treasurer for a term of two (2) years. Subsequently the Officers shall be elected for similar terms and each officer shall serve until his term has expired, he has been replaced by a vote of the Association, or he has ceased to have an ownership interest in a Unit. In the event that a term of an officer expires and no election has taken place to designate a successor, then that officer shall continue in office until such election takes place. The President and Secretary/Treasurer may be the same person.

Section 2. President. The President shall be the presiding officer at the meetings of the Association. The President shall be the Chief Executive Officer of the Unit Owners' Association and will be responsible for carrying out all of the acts of the Association. The President is empowered to delegate such duties as he sees fit.

Section 3. Secretary/Treasurer. The Secretary/Treasurer will keep the minutes of all meetings of the Association and shall provide such notices as are necessary to the Unit Owners. The Secretary/Treasurer shall, in general, perform all duties incident to the office of Secretary and Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. In addition, the Secretary/Treasurer shall maintain the following:

(a) A complete list of the Unit Owners and their last known post office addresses;

(b) A complete list of the names and addresses of mortgagees holding mortgages on Units together with a conformed copy of the recorded mortgage;

(c) Copies of the Condominium documents and minutes of meetings; and,

(d) A register setting forth the place to which all notices to Unit Owners shall be delivered. These lists and condominium documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours upon reasonable notice. The Secretary may delegate some or all of these duties to another person that is approved by the Association.

The Secretary/Treasurer shall have custody of all funds and securities that are not under control of a manager, if any, and

shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, shall deposit moneys and other valuable effects in such depositories and under such names as may be designated by the Association. Such records shall include without limitation chronological listings of all assessments and common expenses on account of the Common Area and the amounts paid and the amounts due on such assessments by each Unit Owner. The books and records of the Association shall be kept in accordance with generally accepted accounting principles and procedures. The Secretary/Treasurer will also disburse funds as ordered by the Association, where possible taking proper vouchers for disbursements, and shall render to the President at regular meetings of the Association whenever he may require it, an account of all transactions and of the financial condition of the Association. All Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

Section 4. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such unless and until authorized by a vote of the Association at an annual meeting.

Section 5. Fidelity Bonds. The Association may require that all officers, agents or other designated persons to furnish adequate fidelity bonds. Premiums for such bond shall be considered a common expense.

Section 6. Liability of Officers, Unit Owners, and Unit Owners' Association. No officer of the Association shall be liable to the Unit Owner for any mistake of judgment, negligence, or otherwise, except for his individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration or these Bylaws or rules promulgated pursuant to Article VII, as lawfully amended from time to time ("Rules"). The Unit Owner shall indemnify and hold harmless each of the officers from and against (i) all contract or negligence liability to others arising out of the contracts made by, and action taken or omitted by, the officers on behalf of the Unit Owner unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such officers in connection with any threatened, pending or completed action, suit or proceeding unless said officer acted in bad faith or was guilty of willful misconduct. It is intended that the officers of the Association shall have no personal liability (except as Unit Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless, made, taken or omitted in bad faith

or due to willful misconduct. It is also intended that the liability of any Unit Owner arising out of any contract, action or omission made by an officer of the Association or out of the aforesaid indemnity in favor of the officers of the Association shall be limited to such proportion of the total liability thereunder as his interest bears to the interest of all of the Unit Owners. Every written agreement made by an officer of the Association or by a manager on behalf of the Unit Owners, shall, if obtainable, provide that the officers of the Association or the manager, as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder is as his interest bears to the interests of all Unit Owners.

The Unit Owners' Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements, or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the Common Area or from any pipe, drain, conduit, appliance or portion of the Common Area or from any pipe, drain, conduit, appliance or equipment. The Unit Owners' Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Unit Owners' Association to comply with any law, ordinance or with the order or directive of any governmental authority.

Section 7. Ratification. The Unit Owners' Association may ratify any actions taken by an officer of the Association subsequent to such actions and thereby gives such action full force and effect as though approved by the Unit Owners' Association in advance.

Section 8. Powers and Responsibilities of The Officers of the Association. The affairs and business of the Condominium shall be managed by officers of the Association (herein referred to as the "officers"), which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and Unit Owners' Association and may do all such acts and things, as are not prohibited by the Condominium Act, or by these Bylaws directed to be exercised and done exclusively by the Association. In addition to the general duties imposed by these Bylaws or by any resolution of the Association that may

hereafter be adopted, the officers shall, on behalf of the Association, be responsible for the following:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for common expenses;

(b) Make assessments against Unit Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Unit Owners, collect said assessments, deposit the proceeds thereof in a bank depository approved by it, and use the proceeds to carry out the administration of the Property. Unless otherwise determined by the Association, the annual assessments against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment shall be due and payable in advance on the first day of each month; each unit shall be liable for that percentage of total assessment as is equal to their percentage ownership in the Common Area as per 2-600 of the Declaration of Condominium;

(c) Provide for the operation, care, repair, upkeep, replacement and maintenance of all of the property, including but not limited to the Common and Limited Common Areas;

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and Limited Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property;

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Association, use the proceeds to carry out the administration of the Property;

(f) Open bank accounts on behalf of the Unit Owners' Association and designate signatories thereon, and keeping books with detailed accounts of receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, mortgagees, and authorized agents during general business hours or business days at the times and in the manner set and announced by the Association for the general

knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles.

(g) Obtain and carry insurance against property damage and liability, as provided in Article VIII of these bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(h) Pay the costs of all authorized services rendered to the Unit Owners' Association and not billed to Unit Owner of individual Units or otherwise provided for in these Bylaws.

(i) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Areas; provided, however, that the consent of Unit Owners totaling to at least three-fourths (3/4) of the Units obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum. If any sum borrowed by the Association on behalf of the Condominium pursuant to the authority contained in this subsection (i) shall not be repaid proportionately by the Unit Owners, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Common Area Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for the payment of the remaining amount due such creditor.

(j) The officers, in their discretion, may notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such mortgage in the event such default continues for a period in excess of sixty (60) days.

(k) Do such other things and acts not inconsistent with the Condominium Act or the Condominium instruments which the Association may be authorized to do by a resolution of the Unit Owners' Association.

ARTICLE VI
Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges.

(a) Fiscal Year. The fiscal year of the Association shall be a calendar year except that in the first year of operation of the Association a fiscal year will be adopted which ends December 31 of the same year.

(b) Preparation and Approval of Budget. Each year the Association shall adopt a budget for the Condominium containing an estimate of the amount which it considers necessary for the operation during the ensuing fiscal year. The budget shall include the common expenses and may include such amounts as the President and Secretary/Treasurer may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the Condominium, a general operating reserve, a reserve fund for replacements, and provisions to make up any deficit in the common expenses for any prior or existing year. After approval by the said officers, a copy of the proposed budget shall be mailed to each Unit Owner at least twenty-one (21) days in advance of the annual meeting at which the budget is to be adopted. A budget will be adopted by a majority vote of those attending the meeting called for that purpose and shall constitute the basis for determining the Unit Owners' assessment for the common expenses of the Condominium.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Unit Owners' Association pursuant to the provisions of Section 1 monthly in advance commencing immediately upon transfer of record title to an Owner, or at such other time or times as the Association shall determine. Each owner's share of the common charges shall be equal to their percentage interest in the Common Area.

Section 3. Reserve Maintenance Account. The Unit Owners' Association upon recommendation by the President is empowered to establish a reserve maintenance account to be funded by special assessment of all Unit Owners in such amounts as the Association deems advisable. Such account shall be funded by any surplus on hand in the account funded by the monthly maintenance charges at the end of the fiscal year which the Association deems available to transfer into a reserve maintenance account. All funds received from insurance in excess amounts necessary to repair any damage to common areas shall be placed in the reserve maintenance account.

Section 4. Collection of Assessments. Any Owner of a Unit shall be liable for the entire monthly assessment of that Unit. The Owner(s) of a Unit may take whatever action is necessary to enforce or collect the lien of the Association against the other Owner(s) of the Unit.

Section 5. Default in Payment of Common Charges. In the event of default by the Unit Owner or Owners in the payment of common charges as determined by the Unit Owners Association, any Owner of the Unit whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate not to exceed one and one-half percent (1 ½%) per month on such common charges from the date they are due, together with all expenses, including attorneys' fees, incurred by the other Unit Owner(s) in any proceeding brought to collect any unpaid common charges. The Owner of any Unit which contributes more than his share shall have a right of contribution from any other Owner of that Unit which he may enforce. He will be entitled to recover all moneys in excess of his share paid by him including any interest and attorneys' fees.

Section 6. Enforcement of Liens for Unpaid Common Charges. The Association shall have a lien on a Unit for any assessment levied against the Unit which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in like manner as a mortgage on real estate. The provisions of RSA 356-B:46 are expressly incorporated into the provisions of this Section.

Section 7. Statement of Common Charges. In accordance with the provisions of RSA 356-B:46(VIII), the Association, or other Unit Owner(s) shall furnish to a Unit Owner, upon written request, a recordable statement setting forth the amount of any unpaid assessments currently levied against the Unit within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other Unit Owner(s).

ARTICLE VII Rules of Conduct

Rules and regulations concerning the use of the Units and the Common Areas may be promulgated and amended by the Association and copies of the same shall be furnished to each Unit Owner.

ARTICLE VIII

Insurance

Section 1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Association shall obtain (i) a master casualty policy affording all risk coverage with the usual exclusions written on an agreed amount basis in an amount equal to the full replacement value of the structures within the Condominium. For the purposes of this Article VIII the language "structures within the Condominium" shall include without limitation all structures located on any part of the Condominium property AND all structures serving the Condominium and located on easements appurtenant to said Condominium; (ii) a master liability policy covering the Association, the officers, agents or employees of the foregoing with respect to the condominium, and easements appurtenant thereto, and all Owners and other persons entitled to enter on or occupy any portion of the Condominium land and easements appurtenant thereto; (iii) officers' liability insurance coverage; and, (iv) such other policies as specified hereinbelow. Said insurance shall substantially comply with the following:

(a) A Master Casualty Policy, with standard all risk coverage, affording fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium property including, without limitation, all portions of the interior and exterior of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, exterior walls and roofs, interior walls, all finished wall surfaces, ceiling and floor surfaces, including any permanently affixed wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including all other appliances which are affixed to the building, and heating and lighting fixtures, and improvements which have been installed or shall be in the future installed by the Declarant, and improvements of like kind and quality installed or to be installed in the future by individual Unit Owners. Excepted from the provisions of any such master policy shall be improvements made by individual Owners subsequent to the completion of the Units if such improvements are not of like kind and quality and exceed a total value of \$1,000.00 and are not reported to the insurer or to the Association. The burden shall be upon the Association to determine whether improvements located within the bounds of such Owners' Unit shall be insured under the Association Master Policy. The Casualty Policy to be purchased hereunder shall be in an amount equal to full replacement value of the building, structures and improvements, and shall insure against loss or damage by fire,

lightning, and such perils commonly known as "extended coverage", and vandalism and malicious mischief.

(i) Such insurance shall include all Limited Common Area or Common Areas and shall be in an amount of not less than full replacement value of the insured property at the time the insurance is purchased or at any subsequent renewal date less the deductibles.

(ii) The Association shall obtain from its insurance carrier an annual statement of premiums for a Master Casualty Policy allocated to each Unit in accordance with each Unit's valuation. Such insurance shall be written in the name of the Association and the proceeds hereof shall be payable to the Association as trustees for the Owners and their respective mortgagees, and to the Declarant until all Units are conveyed, as their interests may appear, and provisions shall be made for the issuance of certificates of such insurance to the Owners and their respective mortgagees. All proceeds from claims made under the master policy shall be immediately utilized for repair and replacement of any damaged items unless the Owners vote to terminate the Condominium.

(iii) Notwithstanding the above, until the Association shall be formed, the insurance may be written solely in the name of and the proceeds thereof shall be payable to the Declarant and the Declarant's mortgagees, as their respective interest may appear.

(b) A Master Comprehensive General Liability policy including "broad form general liability" endorsement or its equivalent insurance, said Master Comprehensive General Liability Policy shall be in such form and amount as the Association 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, personal injury, death and property damage per occurrence, insuring the Declarant to the extent he shall have an interest in the Condominium, the Association, all individual members of the Association, officers of the Association, and agent or employees of the foregoing with respect to the Condominium against liability to anyone, with cross liability coverage with respect to liability claims by anyone insured thereunder. This insurance, however, shall not insure against individual liability of an Owner for personal liability arising out of the ownership, maintenance or use of a Unit and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner, but shall insure the Declarant and the officers of the Association for Liability. Said insurance shall specifically protect the Association and the officers from any claims or liability from death, personal injury or property damage arising from or relating to the ownership,

maintenance or use of all common areas within their respective control.

(c) Worker's compensation insurance as required by law.

(d) A fidelity bond covering the Treasurer of the Association, the Manager, and other Association and Officers, employees, or volunteers handling Association funds.

(e) Should the Declarant or the Association utilize the services of a managing agent who is an employee of the Declarant or the Association, said Master Liability Policy shall also cover that agent. Should the managing agent be an independent contractor hired to manage the Condominium, as a condition of employment, said independent contractor shall provide evidence of similar liability coverage in like amount.

(f) Such other insurance as the Declarant prior to the formation of the Association thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for officers of the Association, all risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

Section 2. General Insurance Provisions.

(a) The Association shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 1 above and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Units and of improvements with the Common Area and shall make any necessary changes in the policy provided for under Section 1 (a) 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 said Section.

(b) Original of all policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.

(c) The exclusive authority to adjust losses under the policies hereafter enforced on the Condominium Property shall be vested in the Association or any individual agreed upon by the Association on behalf of the Association.

(d) The Association shall be required to make every effort to see that all policies of insurance provided for under Section 1 above:

(i) Shall contain waivers of subrogation by the insurance as to claims against the Association, its employees and agents, Owners and members of the family of any Owner;

(ii) Shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) That said policies cannot be canceled, invalidated, or suspended on account of any actions of a Unit Owner(s), and the conduct of any Unit Owner(s) shall not constitute grounds for avoiding liability on any such policy;

(iv) Shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have "no control";

(v) Shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized or substantially modified without at least sixty (60) days' written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium. Notwithstanding the foregoing, fifteen (15) days' written notice shall be sufficient notice of cancellation when the cancellation is due to nonpayment of the premium;

(vi) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners and their mortgagees;

(vii) Shall exclude policies obtained by individual Owners for consideration under any "other insurance" clause;

(viii) Shall include stipulated amount clause or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild;

(ix) The Master Policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless otherwise agreed by the Association, and,

(x) UNTIL THE EXPIRATION DATE OF THIRTY DAYS AFTER THE INSURER GIVES NOTICE IN WRITING TO THE MORTGAGEE OF ANY UNIT, THE MORTGAGEE'S INSURANCE COVERAGE WILL NOT BE AFFECTED OR JEOPARDIZED BY ANY ACT OF CONDUCT OF THE OWNER(S) OF A UNIT, THE OTHER UNIT OWNER(S), OR ANY OF THEIR AGENTS, EMPLOYEES, OR HOUSEHOLD MEMBERS. NOTWITHSTANDING THE FOREGOING, FIFTEEN (15) DAYS' WRITTEN NOTICE SHALL BE SUFFICIENT NOTICE OF CANCELLATION WHEN THE CANCELLATION IS DUE TO NONPAYMENT OF INSURANCE PREMIUM (S).

Section 3. Individual Policies.

(a) Any Owner or any mortgagee may obtain, at his own expense, additional insurance [including without limitation "Condominium Unit Owner's Coverage" written on an "all risk" or loss basis for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section 1 (a) above]. Such insurance should contain the same waiver of subrogation provision as set forth in Section 2 (d) of this Article IX. Such policy should insure against loss or damage to personal property used or incidental to the occupancy of his Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to his Unit which are not reported to the Association.

(b) In addition to the other requirements of law or imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of any improvements, shall for insurance purposes notify the Association of all proposed improvements to his Unit (except personal property other than fixtures exceeding One Thousand Dollars [\$1,000.00]) and upon receipt of such notice the Association shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any improvements.

(c) No policy described in this Section 3 shall be written to decrease the coverage under any of the policies obtained by the Association pursuant to Section 1 above, and each Owner hereby assigns to the Association, as trustee for the Owners and their mortgagees, the proceeds of any such policies to the extent that such policies, in fact, result in a decrease in such coverage, such proceeds to be applied pursuant to the terms hereof as if produced by said coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

Section 4. Notice to Unit Owners. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice thereof and of any subsequent changes therein or in such initial policies, or of termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary of the Association or other person as may be designated by the Association.

ARTICLE IX

Repair and Restoration After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or part of any Unit or other buildings or improvements in the Condominium as a result of fire or other casualty, the Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Units, buildings or improvements, subject to the rights of the Unit Owners to vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. Notwithstanding the foregoing, each Owner shall have the right to supervise the restoration of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to a Unit or improvement within the Common or Limited Common Area, the Association shall proceed with filing and adjustment of all claims under such insurance and shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary. The Association shall contract for such repair and restoration and, in doing so, shall exercise its sole discretion in selecting from among said estimates.

(b) Responsibility for Restoration. Except as otherwise provided below, in the event all or any part of the property which is required to be insured by the Association through its officers under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Site and Floor Plans as provided in Subparagraph c below. Except as certain parts of a Unit may be

insured by the Association, each Unit Owner shall promptly restore his Unit after any casualty causing damage thereto.

(c) Requirements of Restoration. In accordance with RSA 356-B:43 (III), unless the Unit Owners vote to terminate the Condominium under RSA 356-B:34, any portion of the Condominium for which Master Casualty insurance is required shall be promptly repaired or replaced by the Association with the proceeds of such insurance, the excess shall be placed in the reserve maintenance account as previously provided by these Bylaws. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Association against all Unit Owners in proportion to each Unit Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other funds as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Area, as the Association may determine.

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

Section 3. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Association from assessments against Owners on account of such casualty [or borrowed by the Association as provided in Article V Section 8(i) above] shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.

(b) The construction fund shall be paid by the Association in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction as are designated by the Association.

(c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from the insurance proceeds; and if there is a balance in the construction fund after payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be

first applied to any borrowing, and the remainder, if any, shall be paid to the reserve maintenance account.

Section 4. Disposition After Destruction and Election Not to Rebuild. In the event any damage to or destruction of the Common Areas and facilities which renders one hundred percent (100%) of the Units on the Condominium property untenable, the Unit Owners may, by the vote of three of the Unit Owners, elect not to repair or restore such damaged part at a duly called meeting for that purpose which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, all of the Condominium property shall be subject to an action for sale upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium property after such election, the net proceeds of the sale, together with the net proceeds of the insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed proportionally to all Unit Owners in accordance with Section 34:VI and VII of RSA 356-B. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon payment to the Owner, any interest of the Unit Owner in the Condominium property shall terminate and the instruments as may be reasonably requested by the Association to evidence such termination shall be executed by the Unit Owner and tendered to the Association. Moreover, in the event of any sale of the Condominium property, the President of the Association is hereby authorized to execute and deliver, on behalf of the Association and all of the Owners, any instruments necessary or required to effect such sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to effect such sale or sales.

Section 5. Responsibility of Unit Owner.

(a) Each Unit Owner shall repair and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Association shall have the right to do (or have done) certain or all of the repair or restoration work with respect to all or a portion of any damaged or destroyed Unit, if the Unit Owner fails to commence repair or restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The Owners shall be notified in writing by the Association or an officer of the Association at least seven (7) days prior to commencement of any repair work within the damaged Unit. The Owner(s) of the damaged Unit shall permit access to his Unit for such repair or restoration.

(b) In the event the Association undertakes repair work on an individual Unit, the Owner(s) of the damaged Unit shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete repair and restoration.

Section 6. Waiver of Subrogation. Each Owner and occupant of a Unit, as a condition of accepting title and possession, and the Association, through its officers agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium property (including Units and improvements within the Units), or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owners, occupant, or the Association, to hereby waive any rights they may have against any other Unit Owner(s), or against the employees of any Unit Owner(s) or the Association or any one of them, with respect to such damage or destruction to the extent of insurance coverage, notwithstanding the cause of such fire or other casualty is the fault of the persons enumerated, including their negligence, this waiver shall not apply to any willful or grossly negligent conduct.

ARTICLE X

Transfer of Ownership

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Association against his Unit and until he shall have satisfied all unpaid liens against such Unit, except for permitted mortgages. Any grantee of an interest in a Unit takes that Unit pursuant to Article VI of these Bylaws.

ARTICLE XI

Mortgages

Section 1. Notice to the Association. A Unit Owner who mortgages his Unit, shall notify the Association of the name and address of his mortgagee, and upon request of the Secretary, shall file a confirmed copy of the mortgage with the Secretary.

Section 2. Notice of Unpaid Common Charges. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the Owner(s) of the mortgaged Unit.

Section 3. Notice of Default. The Association, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days.

ARTICLE XII

Amendment of the Bylaws

These Bylaws may be amended by agreement of a sixty percent (60%) of the votes appertaining to the undivided interest in the Common Area except in cases for which the Condominium Act provides for a different provision.

ARTICLE XIII

Miscellaneous

Section 1. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions hereof.

Section 3. Gender. The use of the masculine gender in these Bylaws 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.

Section 4. Waiver. No restriction, condition, obligation or other provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XIV

Conflicts

The Bylaws are set forth to comply with the requirements of the CONDOMINIUM ACT of the State of New Hampshire. In case any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of said statute or the Declaration, as the case may be, shall control.

ARTICLE XV

Condemnation

The Association shall act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the Condominium.

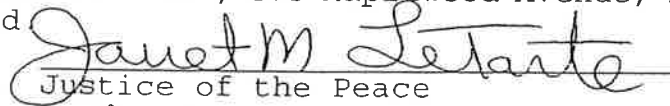
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 24th day of April, 2003.

Declarant of
North Mill Pond Condominium,
273 Maplewood Avenue


Bradley P. Boisvert

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss.

The foregoing instrument was acknowledged before me this 24th day of April, 2003, by Bradley P. Boisvert, in his capacity as Declarant of North Mill Pond Condominium, 273 Maplewood Avenue, for the purposes herein contained.


Janet M. Letarte
Justice of the Peace

My Commission Expires 4/11/06

(Intentionally left blank for recording purposes)

EXHIBIT C

NORTH MILL POND CONDOMINIUM,
273 MAPLEWOOD AVENUE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Bradley P. Boisvert, a single person, of 273 Maplewood Avenue, Portsmouth, County of Rockingham, State of New Hampshire, the Declarants of "North Mill Pond Condominium, 273 Maplewood Avenue", 273 Maplewood Avenue, Portsmouth, New Hampshire,

For Consideration Paid, grants to

With Warranty Covenants

A certain condominium unit of "North Mill Pond Condominium, 273 Maplewood Avenue", 273 Maplewood Avenue, Portsmouth, New Hampshire, designated as Unit No. ___, together with a ___ undivided interest in the Common Area of said Condominium and the right in common with others to use the Common Area and the exclusive right to use the Limited Common Area assigned to said Unit, as established by Bradley P. Boisvert, II, the Declarant, pursuant to N.H. RSA 356-B by Declaration dated April ___, 2003, and recorded in the Rockingham County Registry of Deeds on April ___, 2003, at Book ___, Page ___, and being on land submitted to condominium unit ownership and shown as Schedule A in said Declaration of Condominium. Also conveying a limited common area as shown on site plan as parking spaces LCA Unit ___.

Said Unit is hereby conveyed subject to restrictions, conditions, and other provisions of the Condominium Declaration and By-Laws for North Mill Pond Condominium, 273 Maplewood Avenue, as recorded in the Rockingham County Registry of Deeds as well as the provisions of New Hampshire RSA 356-B relating to unit ownership of real property as the Statute is written as of the date hereof and as it may be further amended.

Being a portion of the same premises conveyed to Bradley P. Boisvert by warranty deed of Richard K. Hackett, II, and Lawrence Bishop, dated May 24, 2002, and recorded in the Rockingham County Registry of Deeds at Book 3775, Page 1855.

THIS IS NOT HOMESTEAD PROPERTY.

Signed this _____ day of _____, 2003.

Bradley P. Boisvert, Declarant of
North Mill Pond Condominium,
273 Maplewood Avenue

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Bradley P. Boisvert, in his capacity as Declarant of North Mill Pond Condominium, 273 Maplewood Avenue, for the purposes herein contained.

Notary Public/Justice of Peace

Guidelines of the North Mill Pond Condominium Association

Adopted September 9, 2003

The North Mill Pond Condominium Association consists of owners (or their agents) of the four households (or units) at 273 Maplewood Avenue. Each unit constitutes one member and one vote.

Annual Meeting

The members shall meet at least once a year, during the month of September. At the Annual Meeting, officers report on matters of import, officers are elected, and the Treasurer presents a year end report and a proposed budget for the coming year. Condo fees, if necessary, are adjusted and goals are set for the coming year.

Other Meetings

Any two Association members may initiate a meeting of the Association in consultation with the President.

Quorum

Three units need to be represented for a quorum.

Decisions except those concerning condo fees and financial assessments may be made over email with notes taken by the secretary.

Officers

All officers are elected at the annual meeting. Terms are for one year and are renewable.

President.... The President calls and conducts meetings of the Association. The President creates the agenda in advance, after consultation with the other members of the Association. Regarding disputes between members, the President may be asked to mediate.

Property Manager.... The Property Manager holds a master key to all condo units, acts as first contact for all maintenance projects, and delegates tasks as necessary to other members. For property maintenance, the Property Manager may spend up to \$100 per project, not to exceed \$500 between Association meetings.

Treasurer.... The Treasurer manages the finances of the Association:

- Collects monthly condo fees and any special assessments;
- Maintains two bank accounts, one for operating expenses and the second as a reserve fund for capital expenditures;
- Provides a quarterly report in writing (or by email) to all members;
- Pays all common fees;
- Deals with the state and the IRS;
- Maintains financial records as necessary;
- Presents a year end report and a budget at the annual meeting.

Secretary.... The Secretary takes minutes at all meetings, maintains these guidelines and other necessary records.

Condo Fees

Condo fees are paid on a monthly basis and are due to the Treasurer by the 17th of each month. In accordance with the Condo documents, the condo fees are set at the annual meeting. The management of late fees is set forth in the condo documents.

Amendments to these Guidelines

Changes or additions to these guidelines may be made by majority vote at a duly called meeting of the Association.

#

**North Mill Pond Condominium
Second Meeting, September 9, 2003**

Marta Flanagan, Dan Shoemaker, Marcy Stearns and Pete Sterns attending.

Note: Due to Dan's absence as President, the annual meeting set for September 4 was cancelled. Instead we met on September 9.

Our meeting began with concern expressed all around for Emily's mother.

Marcy's Treasurer Report

Marcy opened a condo bank account at Fleet Bank. Monthly charges are \$12.

Marcy reimbursed Brad for utilities bills for the common area. All common utility bills have now been transferred to the North Mill Pond Condo Association.

Treasury items in process:

- Marcy plans to
 - look into alternatives with lower fees to Fleet Bank.
 - open a saving account for the condo reserve fund
 - proceed with getting an EIN # (like a federal tax id).
 - pursue a Master Policy Condo Insurance plan.
 - contact Nelson Realty (our neighbor to the North) to pursue snow plow options

Guidelines presented by Secretary

The draft guidelines drawn up by Marta and sent out to everyone by email last month were unanimously adopted with a variety of minor changes. The adopted document is dated September 9, 2003 and will be sent out with these notes.

Back Gutter

Dan is in contact with Brad regarding the drooping back gutter. If the problem persists water will leak into the second floor units.

Window boxes

There was general interest in the Association purchasing and installing window boxes for the windows on Maplewood Avenue. The flowers in the boxes would be the responsibility of the individual units in which the windows are attached.

If I missed anything let me know,
Marta

9-08-03

Spoke with Steve Foster @ Kane Insurance (per Brad B.'s suggestion)

Located : across from The Rusty Hammer on State Street.

Phone: 433-5600

Fax: 433-0007

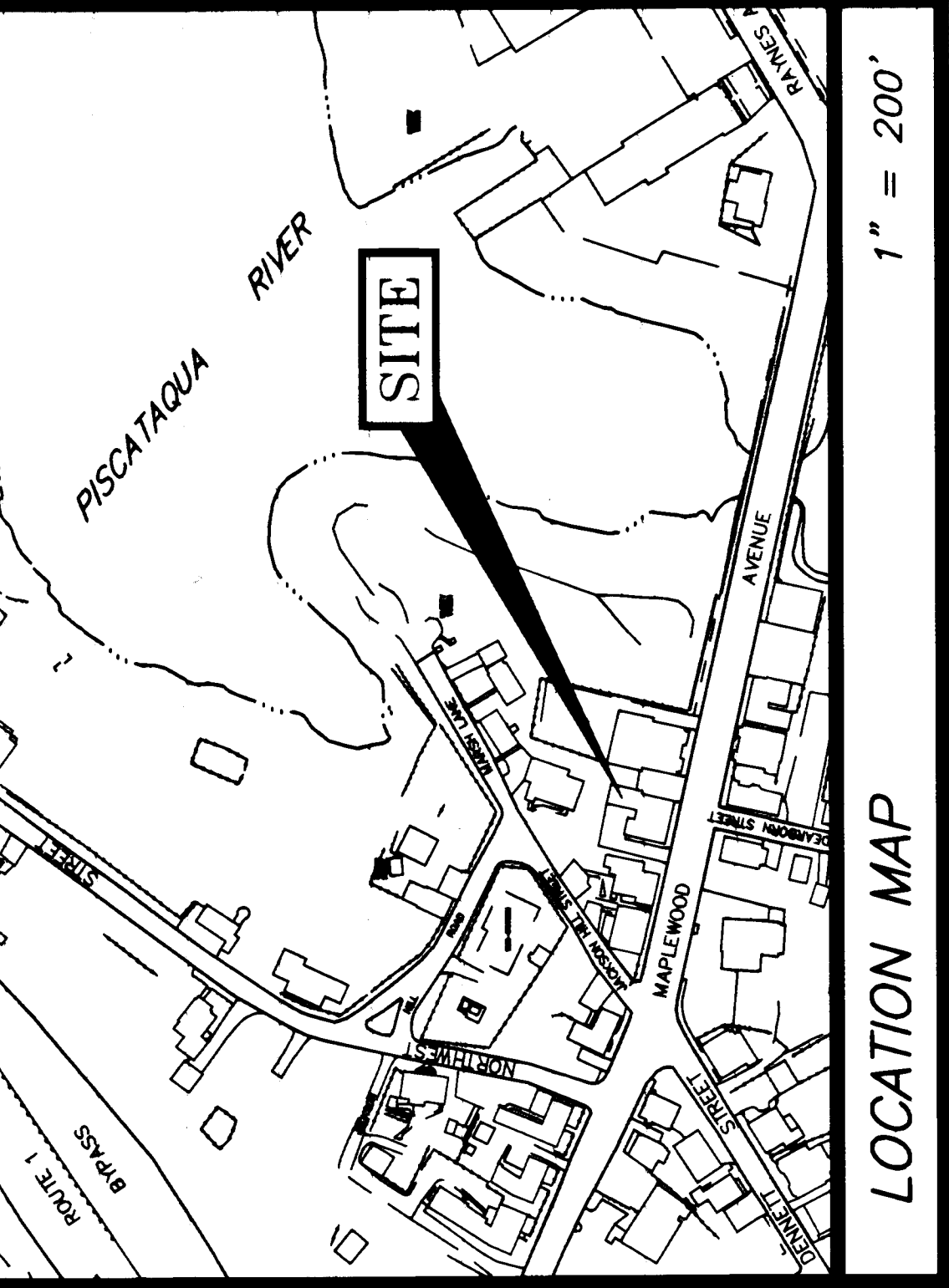
E-mail: sfoster@choiceonemail.com

Re: No. Mill Pond Condo Assoc. Master Insurance Policy

Steve suggested a policy with a \$1,000,000 liability, \$650,000 on structure, and working on two quotes with \$1,000 & \$2,500 deductibles. This process will take approx. 2 weeks to get numbers back. I have faxed him 8 pages from the 273 Maplewood Ave. condo documents that outline the master insurance policy in more detail. (See pages 9-17 in your condo docs.)

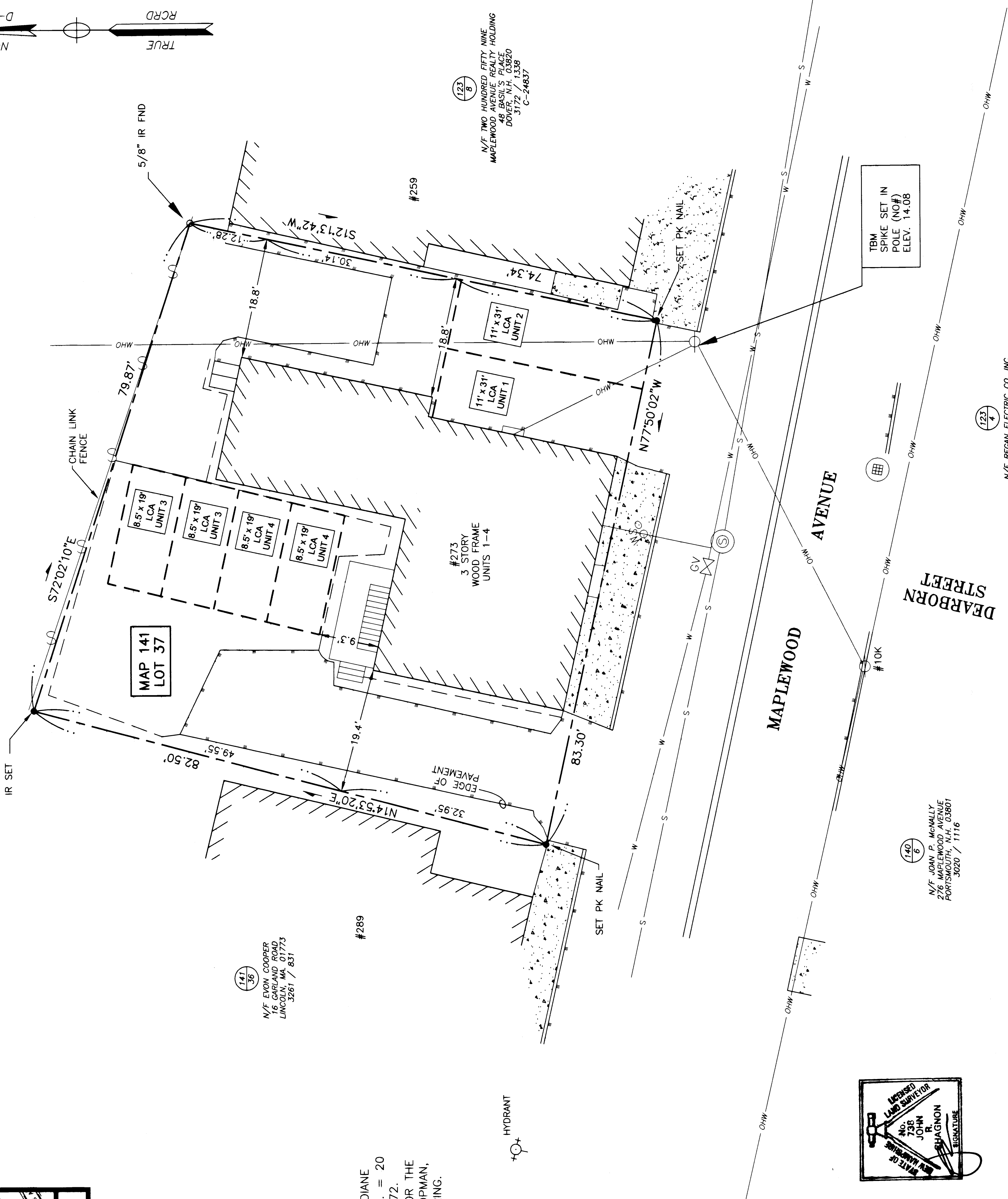
I think the easiest way to get in touch with everyone regarding this policy is to e-mail. Once I find out the particulars on both quotes (one having a \$1000 deductible and the other, \$2500 deduct.) I can give each of you a break down of what this will cost the association. Hopefully, it won't be anything too outrageous! Commercial insurance rates can change day-to-day depending on the insurance company.

Steve did mention that each owner obviously has their own insurance for their unit, but that there is another additional policy that some homeowners opt for to cover themselves and their property. I spoke with my insurance agent and he said that it's called an "*Umbrella Policy*" where you can pick up an additional \$1,000,000 coverage. Most insurance companies typically only offer \$300,000 for liability with whatever deductible you choose, whether it's \$500, \$1000, or etc. So, you may want to look into what you actually have for coverage with your own personal insurance if this is something you're interested in. It's not cheap. It can be an additional \$200-\$300/year, depending on your insurance provider, but I thought that I would pass the suggestion on.



NOTE:

PARCEL IS SUBJECT TO "ANY RIGHTS IN A WAY 22 1/2 FEET WIDE ON MAPLEWOOD AVENUE, NARROWING TO 20 FEET AND FIVE INCHES AT A FENCE, AND TO ANY RIGHTS IN A FOOT PATH EXTENDING THEREFROM TO SAID LAND NOW OR FORMERLY OF GARDNER, SAID WAY BEING ALONG THE SOUTHEASTERLY SIDE OF THE LOT HEREIN CONVEYED."



LEGEND:

- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- RCRD ROCKINGHAM COUNTY
- RR SPK REGISTRY OF DEEDS
- MAP 11/LOT 21 RAILROAD SPIKE
- O IR FND IRON ROD FOUND
- O IP FND IRON PIPE FOUND
- IR SET IRON ROD SET
- LCA LIMITED COMMON AREA
- LCA BOUNDARY

PLAN REFERENCES:

- BOUNDARY LINE ADJUSTMENT FOR MICHAEL J. & DIANE REGAN, MAPLEWOOD AVENUE, PORTSMOUTH, N.H., 1 IN. = 20 FT., BY EMERY ENGINEERS, SEPT. 1997, RCRD C-27772.
- BOUNDARY LINE PLAN PURSUANT TO RSA 472, FOR THE HEIRS OF LENORA M. MOREAU AND KATHERINE M. KLOPMAN, JULY 16, 1996, 1 IN. = 20 FT., BY EMERY ENGINEERING. RCRD C- 24837.

DEED REFERENCES:

- 3775 / 1855
- 3347 / 1005
- 3172 / 1330
- 2426 / 1186
- 2278 / 422
- 2204 / 483
- 2030 / 32
- 964 / 431
- RP 29168

THIS PLAN IS A CONDOMINIUM INSTRUMENT UNDER RSA CHAPTER 356-B AND IS NOT A SUBDIVISION OF LAND.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

[Signature] 3/24/03 DATE

- I, JOHN R. CHAGNON, LICENSED LAND SURVEYOR, HEREBY CERTIFY:
- THAT THIS SITE PLAN ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SHOWN HEREON, SPECIFICALLY UNITS 1, 2, 3 & 4, AND
 - THAT SAID UNITS 1, 2, 3 & 4 HAVE BEEN SUBSTANTIALLY COMPLETED, AND
 - THAT THIS PLAN COMPLETES WITH THE PROVISIONS OF RSA 356-B : 20.

[Signature] 3/24/03 DATE

AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4255
Tel (603) 436-5315
Fax (603) 436-5315

NOTES:

- PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 141 AS LOT 37.
- OWNER OF RECORD:
BRADLEY P. BOISVERT
20 SHERBURNE ROAD
PORTSMOUTH, N.H. 03801
3775/1855
- PARCEL IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON FIRM PANEL 330139 0008 B. MAY 17, 1982.
- EXISTING LOT AREA:
6,386 S.F.
0.1466 AC.
- PARCEL IS SERVED BY MUNICIPAL SEWER AND WATER.
- DATUM:
USGS MEAN SEA LEVEL 1929 DATUM.
BENCHMARK:
USGS DISC STAMPED B 2 1923, GREEN
STREET, ELEVATION 20.32.
- THE PURPOSE OF THIS PLAN IS TO SHOW A 4 UNIT CONDOMINIUM ON ASSESSOR'S MAP 141 LOT 37. OFFSETS ARE TO BUILDING FACE AND ARE PERPENDICULAR TO PROPERTY LINES.

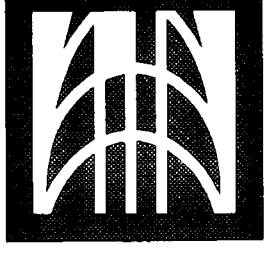
REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR RECORDING
0	ISSUED FOR COMMENT

CONDOMINIUM SITE PLAN
MAP 141 - LOT 37
NORTH MILL POND CONDOMINIUM

FOR
BRADLEY P. BOISVERT
273 MAPLEWOOD AVENUE
PORTSMOUTH, N.H.
COUNTY OF ROCKINGHAM

D-30629

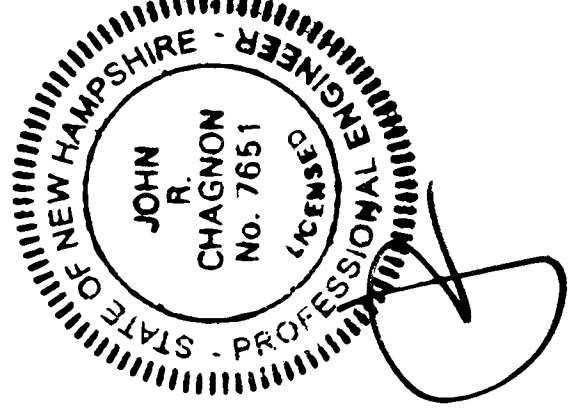




AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4256
Tel: (603) 438-2355
Fax: (603) 438-2315

NOTES:

- 1) UNIT AREAS ARE CALCULATED FROM OUTSIDE FACE OF WALL TO CENTERLINE OF WALL.
- 2) ALL DIMENSIONS ARE TO THE NEAREST INCH.
- 3) DATUM: USGS MEAN SEA LEVEL 1929 DATUM.
BENCHMARK: USGS DISC STAMPED B 2 1923, GREEN STREET, ELEVATION 20.32.



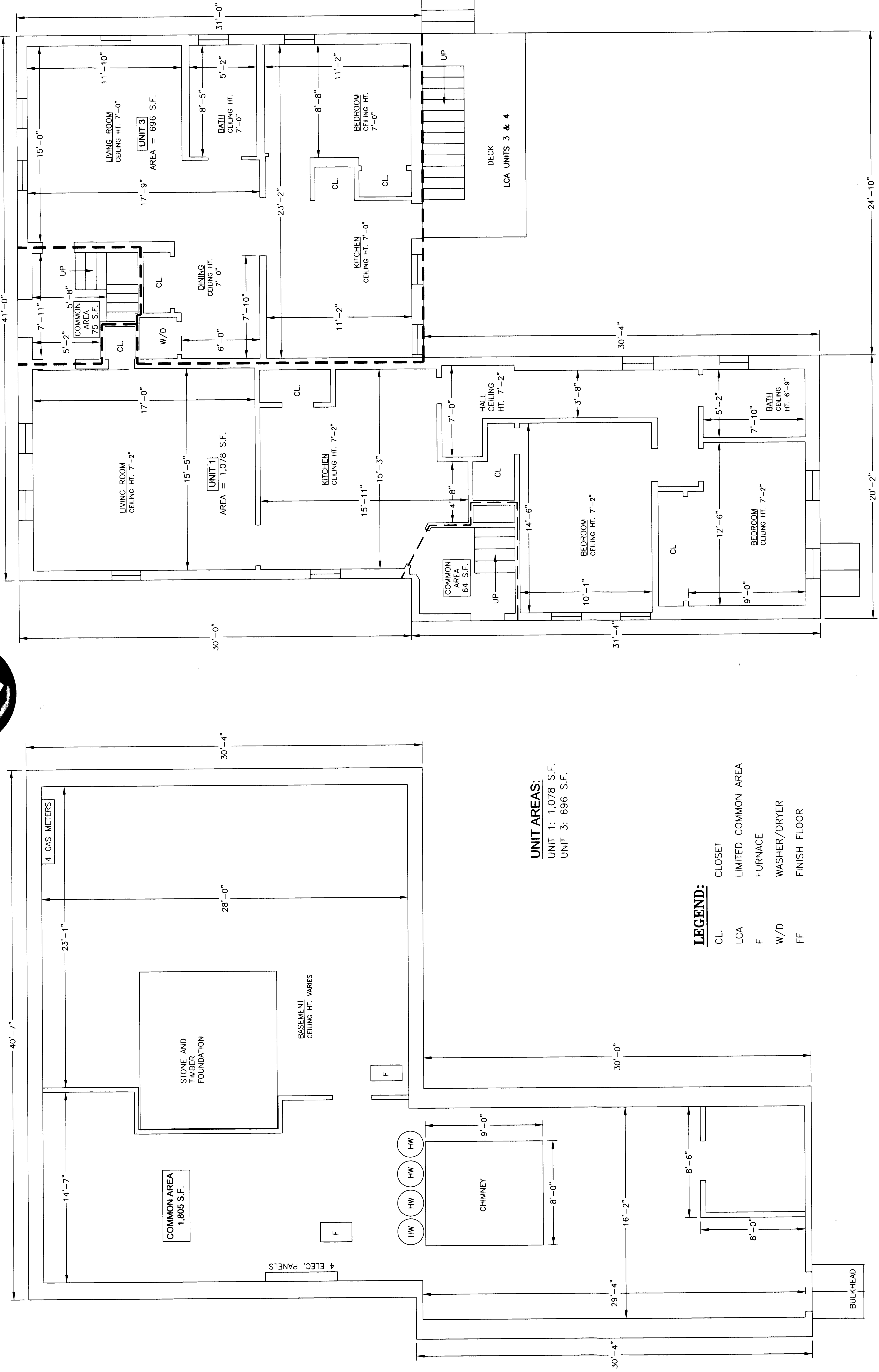
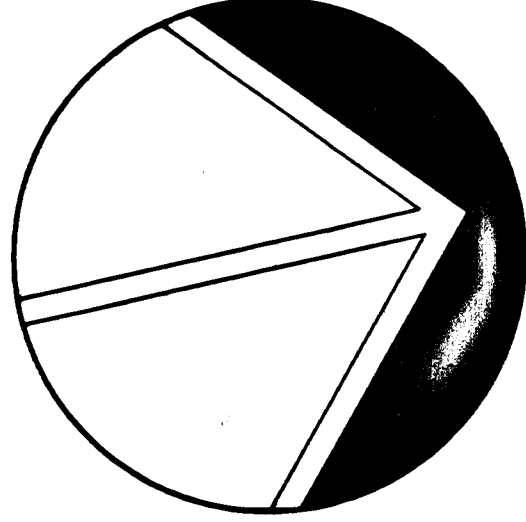
I, JOHN R. CHAGNON, PROFESSIONAL ENGINEER,
HEREBY CERTIFY:
A) THAT THIS FLOOR PLAN ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SHOWN HEREON, SPECIFICALLY UNITS 1, 2, 3 & 4 AND
B) THAT SAID UNITS 1, 2, 3 & 4 HAVE BEEN SUBSTANTIALLY COMPLETED, AND
C) THAT THIS PLAN COMPLES WITH THE PROVISIONS OF RSA 356-B : 20.

[Signature]
JOHN R. CHAGNON, PE #7651
DATE **3/24/03**

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR RECORDING
0	ISSUED FOR COMMENT
	DATE
	3/24/03
	3/21/03

**CONDOMINIUM FLOOR PLAN
MAP 141 - LOT 37
NORTH MILL POND CONDOMINIUM**

FOR
BRADLEY P. BOISVERT
273 MAPLEWOOD AVENUE
PORTSMOUTH, N.H.
COUNTY OF ROCKINGHAM



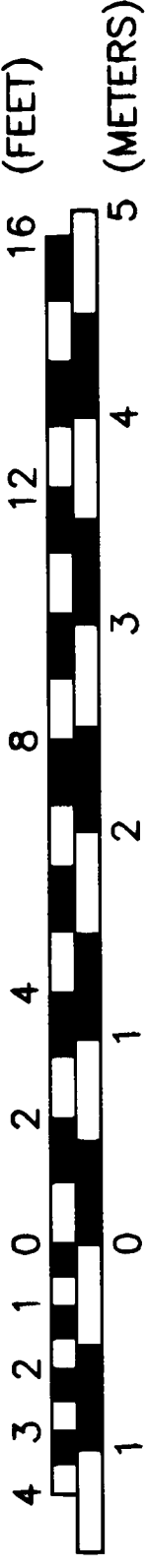
UNIT AREAS:
UNIT 1: 1,078 S.F.
UNIT 3: 696 S.F.

LEGEND:

- CL. CLOSET
- LCA LIMITED COMMON AREA
- F FURNACE
- W/D WASHER/DRYER
- FF FINISH FLOOR

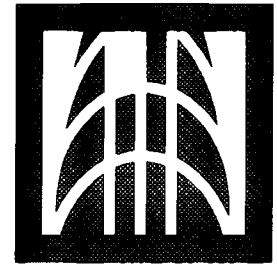
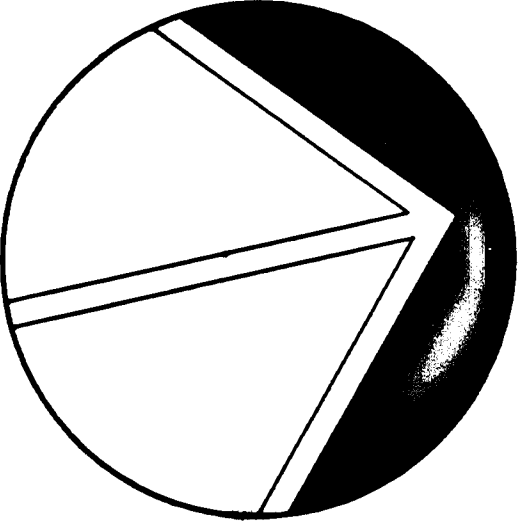
FIRST FLOOR
FF ELEVATION 14.76

GRAPHIC SCALE



BASEMENT
FF ELEVATION 8.80±

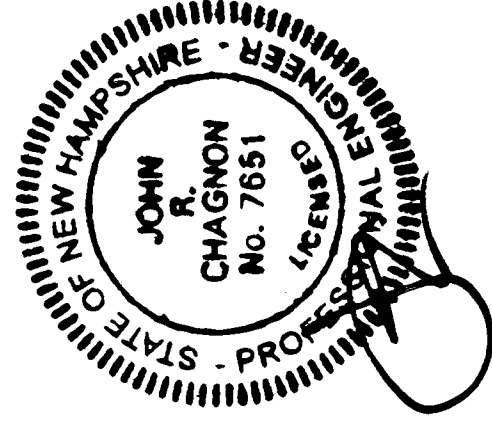
D-30629



AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4256
Tel (603) 430-9282
Fax (603) 436-2315

NOTES:

- 1) UNIT AREAS ARE CALCULATED FROM OUTSIDE FACE OF WALL TO CENTERLINE OF WALL.
- 2) ALL DIMENSIONS ARE TO THE NEAREST INCH.
- 3) **DATUM:**
USGS MEAN SEA LEVEL 1929 DATUM.
BENCHMARK: USGS DISC STAMPED B2, 1923, GREEN
STREET ELEVATION 20.32



I, JOHN R. CHAGNON, PROFESSIONAL ENGINEER,
HEREBY CERTIFY:
A) THAT THIS FLOOR PLAN ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SHOWN HEREON, SPECIFICALLY UNITS 1, 2, 3 & 4 AND
B) THAT SAID UNITS 1, 2, 3 & 4 HAVE BEEN SUBSTANTIALLY COMPLETED, AND
C) THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF RSA 356-B : 20.

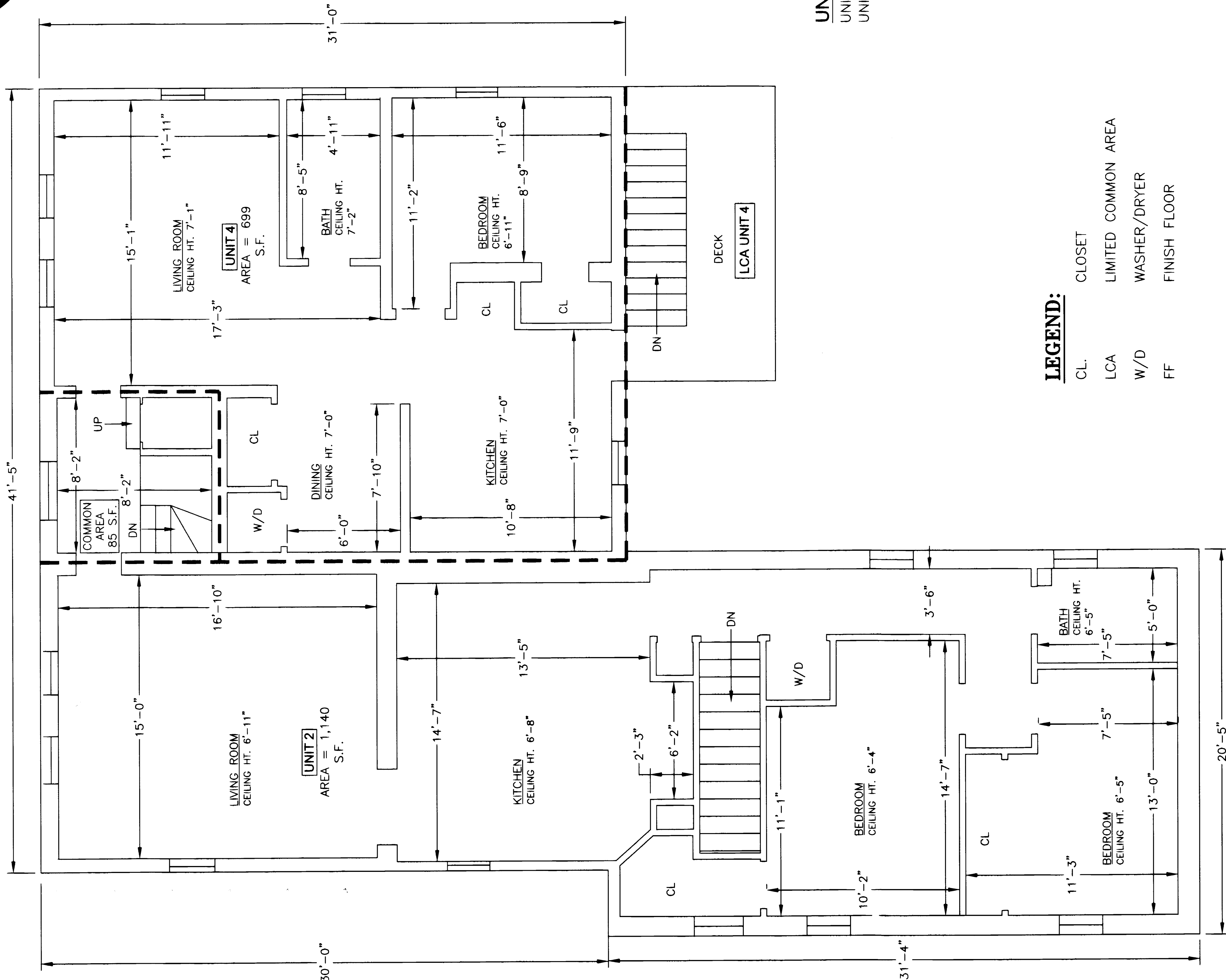
[Signature]
JOHN R. CHAGNON, PE #7851
DATE **3/24/03**

REVISIONS	
NO.	DESCRIPTION DATE
1	ISSUED FOR RECORDING 3/24/03
0	ISSUED FOR COMMENT 3/21/03

CONDOMINIUM FLOOR PLAN
MAP 141 - LOT 37
NORTH MILL POND CONDOMINIUM

FOR
BRADLEY P. BOISVERT
273 MAPLEWOOD AVENUE
PORTSMOUTH, N.H.
COUNTY OF ROCKINGHAM

SCALE: 1/4" = 1'-0" SHEET 3 OF 3 MARCH 2003
FB 89 PG 33 JN 1219



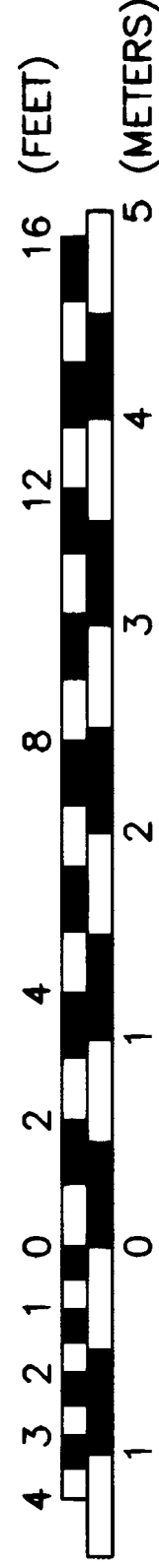
UNIT AREAS:
UNIT 2: 1,140 S.F.
UNIT 4: 699 S.F.

LEGEND:

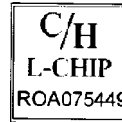
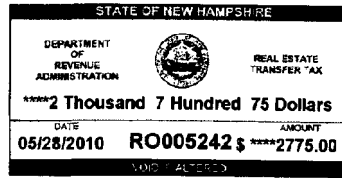
- CL. CLOSET
- LCA LIMITED COMMON AREA
- W/D WASHER/DRYER
- FF FINISH FLOOR

SECOND FLOOR
FF ELEVATION 23.00

GRAPHIC SCALE



Sheet 3 of 3



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, David C. Wiggin, unmarried of PO Box 220, Rockport, Maine 04856 FOR CONSIDERATION PAID, grant to Alison A. Fortin, of 37 Hanover Street, Portsmouth, New Hampshire 03801 WITH WARRANTY COVENANTS, the following described premises:

A certain condominium unit of "North Mill Pond Condominium, 273 Maplewood Avenue", 273 Maplewood Avenue, Portsmouth, New Hampshire, designated as Unit No. 3, together with a 19.26% undivided interest in the Common Area of said Condominium and the right in common with others to use the Common Area and the exclusive right to use the Limited Common Area assigned to said Unit, as established by Bradley P. Boisvert, II, the Declarant, pursuant to N.H. RSA 356-B, by Declaration dated April 24, 2003, and recorded in the Rockingham County Registry of Deeds on April 24, 2003 at Book 4010, Page 1882, and being on land submitted to condominium ownership and shown as Schedule A in said Declaration of Condominium. Said Unit is depicted on Site and Floor Plan filed with the Declaration and recorded on Site and Floor Plan filed with the Declaration and recorded in said Registry as Plan #D-30629. Also conveying a limited common area as shown on site plan as parking space LCA Unit 3.

Said Unit is hereby conveyed subject to restrictions, conditions and other provisions of the Condominium Declaration and Bylaws for North Mill Pond Condominium, 273 Maplewood Avenue, as recorded in the Rockingham County Registry of Deeds as well as the provisions of New Hampshire RSA 356-B, relating to unit ownership of real property as the Statute is written as of the date hereof and as it may be further amended.

2010 MAY 28 PM 1:34

021792

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Meaning and intending to describe and convey the same premises conveyed to Grantor, et al by deed from Bradley P. Boisvert dated June 10, 2003 and recorded in Rockingham County Registry of Deeds at Book 4054, Page 369. David C. Wiggin is the surviving joint tenant, Alison G. Wiggin having died on June 18, 2006. See Death Certificate recorded herewith.

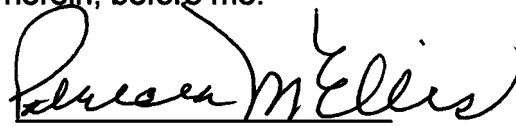
Executed this 27th day of May, 2010.


David C. Wiggin

State of New Hampshire
County of Rockingham

May 27, 2010

Then personally appeared the above-named David C. Wiggin known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same freely and intelligently, for the purposes contained herein, before me.


Notary Public
My Commission Expires:



273 MAPLEWOOD AVE #3

Location

273 MAPLEWOOD AVE #3

Mblu

0141/ 0037/ 0003/ /

Acct#

38414

Owner

FORTIN ALISON A

PBN

Assessment

\$406,900

Appraisal

\$406,900

PID

38414

Building Count

1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2025	\$406,900	\$0	\$406,900

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$406,900	\$0	\$406,900

Owner of Record

Owner

FORTIN ALISON A

Sale Price

\$185,000

Co-Owner

Certificate

Address

273 MAPLEWOOD AV UNIT 3
PORTSMOUTH, NH 03801

Book & Page

5114/1323

Sale Date

05/28/2010

Instrument

00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FORTIN ALISON A	\$185,000		5114/1323	00	05/28/2010
WIGGIN DAVID C	\$175,000		4054/0369	12	06/10/2003

Building Information

Building 1 : Section 1

Year Built:

1820

Living Area:

696

Replacement Cost:

\$515,044

Building Percent Good: 79
Replacement Cost
Less Depreciation: \$406,900

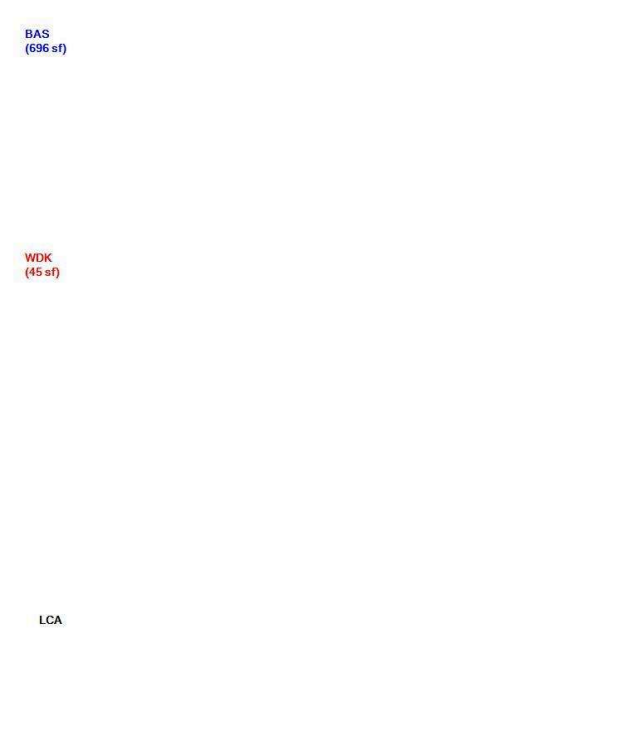
Building Attributes	
Field	Description
Style:	House Conv 1FL
Model	Res Condo
Grade	B-
Grade	A-
Stories:	1
Stories:	
Occupancy	1
Interior Wall 1:	Drywall/Sheet
Interior Wall 2:	
Interior Floor 1	Pine/Soft Wood
Interior Floor 2	Hardwood
Heat Fuel:	Gas
Heat Type:	Warm Air
AC Type:	Central
Ttl Bedrms:	1 Bedroom
Ttl Bathrms:	1 Full
Ttl Half Bths:	0
Xtra Fixtres	0
Total Rooms:	4
Bath Style:	Avg Quality
Kitchen Style:	Avg Quality
WB Fireplaces	0
WB Openings	0
Mtl Fireplaces	0
MTL Openings	0
Kitchen Grd	
Cost/Design	0
Class	

Building Photo



(https://images.vgsi.com/photos2/PortsmouthNHPhotos/\0047\38414_384

Building Layout



(ParcelSketch.ashx?pid=38414&bid=38414)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	696	696
WDK	Deck, Wood	45	0
		741	696

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1020	Size (Acres)	0
Description	CONDO	Frontage	
Zone	CD4-L1	Depth	
Neighborhood	206	Assessed Value	\$0
Alt Land Appr Category	No	Appraised Value	\$0

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2025	\$406,900	\$0	\$406,900
2024	\$406,900	\$0	\$406,900
2023	\$265,600	\$0	\$265,600

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$406,900	\$0	\$406,900
2024	\$406,900	\$0	\$406,900
2023	\$265,600	\$0	\$265,600

CURRENT OWNER		TOPO	UTILITIES		STRT / ROAD	LOCATION		CURRENT ASSESSMENT								
FORTIN ALISON A		1 Level	1	Public Sewer	1 Paved			Description	Code	Appraised	Assessed					
								RESIDNTL	1020	406,900	406,900					
273 MAPLEWOOD AV UNIT 3		SUPPLEMENTAL DATA														
ALT Prcd ID		0141-0037-0003-0000														
OLDACTN		CONDO C														
PHOTO		INLAW Y/														
WARD		LOT SPLIT														
PREC.		2015 Reva JM														
1/2 HSE		Ex/Cr Appli														
GIS ID		50159														
		Assoc Pcd#														
RECORD OF OWNERSHIP			BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
FORTIN ALISON A WIGGIN DAVID C			5114 4054	1323 0369	05-28-2010 06-10-2003	Q I	I	185,000 175,000	00 12	Year	Code	Assessed V	Year	Code	Assessed	
											2025	1020	406,900	2023	1020	265,600
			Total									Total			406,900	
EXEMPTIONS			OTHER ASSESSMENTS													
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int								

[illegible]