

DECLARATION OF CONDOMINIUM

FOR

DEL RAY PLACE ADULT COMMUNITY CONDOMINIUMS

This DECLARATION is made on October ____, 2020 by Del Ray Place, LLC, a New Hampshire limited liability company, of 9 Shelly Drive, Pelham, Hillsborough County, New Hampshire 03076 (hereinafter “The Declarant”), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (“The Act”);

WHEREAS, The Declarant owns certain tracts of land, with the improvements heretofore or hereafter constructed thereon, located off of Ryan Farm Road in Windham, Rockingham County, New Hampshire, on which it proposes to construct the following:

a. fifteen (15) detached, single-family Condominium Units, with related improvements including parking areas and a clubhouse, and which The Declarant intends as a condominium project known as Del Ray Place Adult Community Condominiums I (hereinafter “Del Ray Place I”, shown as Units 12 through 26 on the site plans filed herewith);

b. three (3) buildings with a total of eight (8) single-family Condominium Units, with related improvements including parking areas, and which The Declarant intends as a condominium project known as Del Ray Place Adult Community Condominiums II (hereinafter “Del Ray Place II”, shown as Units 4 through 11 on the site plans filed herewith); and

c. one building containing three (3) single-family Condominium Units, with related improvements including parking areas, and which The Declarant intends as a condominium project known as Del Ray Place Adult Community Condominiums III (hereinafter “Del Ray Place III”, shown as Units 1 through 3 on the site plans filed herewith).

WHEREAS, The Declarant intends to sell and convey Units in the Condominium project, 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 Units and the future Owners thereof;

NOW THEREFORE, The Declarant hereby declares that all of the premises described in the Legal Description attached hereto as Exhibit “A”, including all of the Units and other improvements located and to be located thereon, and all easements; rights, and appurtenances belonging thereto are hereby submitted to the provisions of The Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared, intended, and agreed to enhance and protect the value and desirability of The Condominium as a whole and to mutually benefit each of said Units and to impose upon them the servitudes described herein in favor of each and all other Units therein; to create reciprocal rights and

privity of contract and estate between all persons acquiring or owning an interest in any of said Units, including The Declarant, and its grantees, heirs, devisees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including The Declarant, its grantees, heirs, devisees, successors, and assigns.

ARTICLE 1

DEFINITIONS

1-0. Certain of the terms as used in this Declaration, and in the Bylaws which are annexed hereto as Exhibit “B” and made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning there for:

1-1. “The Act” means the New Hampshire Condominium Act (New Hampshire RSA Chapter 356-B).

1-2. “Amendment” means any amendment to this Declaration whereby typographical errors are corrected, or where any other permitted change to this Declaration is made.

1-3. “Assessment” means that portion of the cost of maintaining, repairing, and managing the property that is to be paid by each Owner.

1-4. “Association” or “Association of Owners” means all of the Owners acting as a group in accordance with the Act, the Declaration, and the Bylaws of the Del Ray Place Adult Community Condominiums. Del Ray Place I, Del Ray Place II and Del Ray Place III shall each have a separate sub-Association, which shall act on matters specific to each.

1-5. “The Board” or “Board of Directors” means the executive and administrative entity designated in this Declaration or Bylaws of the Association as the governing body of the entire Association. Del Ray Place I, Del Ray Place II and Del Ray Place III shall each have a separate Board of Directors, which shall govern matters specific to each.

1-6. “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.

1-7. “The Common Area” means all that portion of The Condominium, other than the Units, and is more particularly described in ARTICLE “2” hereof. The Common Area includes Limited Common Area designated as such on the site plans recorded herewith.

1-8. “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of The Association, or specific to any sub-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.

1-9. “Common Profits” means all income collected or accrued by or on behalf of The

Association, other than income derived from Special Assessments against individual Units.

1-10. “The Condominium” means the real property and any interests therein described in Exhibit “A” attached hereto.

1-11. “The Condominium Instruments” means this Declaration, the Bylaws and Rules annexed hereto as the same from time to time may be amended.

1-12. “The Declarant” means Del Ray Place, LLC, of 9 Shelly Drive, Pelham, Hillsborough County, New Hampshire 03076, and its successors and assigns.

1-13. “Declaration” means this instrument.

1-14. “Institutional Lender” or “Institutional Lenders” means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.

1-15. “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, and designated as such on the Site Plans filed herewith.

1-16. “Manager” means the person (if any) designated by The Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by The Board in accordance with the provisions of this Declaration and the Bylaws.

1-17. “Open Space” or “Open Space Areas” means those portions of the Common Area shown on the Site Plan that are not improved with a structure, utility, or driveway.

1-18. “Owner” or “Owners” means one or more persons who own a Unit.

1-19. “Rules and Regulations” means such reasonable regulations as The Board from time to time may adopt relative to the use of The Condominium, or any part thereof; including the Rules attached hereto as Exhibit “C”.

1-20. “Site Plan” means any and all site plans or plats which concern The Condominium and the land described in Exhibit “A”, and any revisions thereof; and any and all floor plans relative thereto, recorded in Rockingham County Registry of Deeds herewith or subsequently for the purpose of amending any previously recorded plan or plat.

1-21. “Submitted Land” means the land in The Condominium, which land is described in Exhibit “A” hereto and on the site plan filed herewith.

1-22. “Supplemental Declaration” means any Declaration of Covenants and Restrictions that, by its terms, is expressly made supplemental to this Declaration.

1-23. “Undivided Percentage Interest” means the undivided percentage interest in and to The Common Area attributed to each Unit.

1-24. “Unit” or “Units” means a portion or portions of The Condominium designated and intended for individual ownership and use, and the undivided interest in The Common Area appertaining to that use.

1-25. “FNMA” and “FHLMC”, respectively, mean the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and their successors in interest.

ARTICLE 2

UNITS, COMMON AREA, LIMITED COMMON AREA

2-1. Description of Land. A legal description of the land hereby submitted to the provisions of New Hampshire RSA 356-B is contained in Exhibit “A” attached hereto and made a part hereof.

2-2. Description of Buildings. There shall be residential structures in The Condominium consisting of the following:

a. For Del Ray Place I, there shall be a total of fifteen (15) detached condominium Units, and a clubhouse. The buildings are and shall be constructed of wood frame on a poured concrete full foundation.

b. For Del Ray Place II, there shall be three (3) buildings containing a total of eight (8) single-family Condominium Units. The buildings are and shall be constructed of wood frame on a poured concrete full foundation.

c. For Del Ray Place III, there shall be one (1) building containing a total of three (3) single-family Condominium Units. The building is and shall be constructed of wood frame on a poured concrete full foundation.

2-3. Description of Units. The Unit number and the dimensions of each Unit are shown on the Site Plans and Floor Plans recorded herewith and “as-built” plans to be recorded in the future. No exterior enlargements or additions to the approved buildings will be allowed, except those necessary for ADA accessibility. The boundaries of each Unit with respect to floors, ceilings, walls, doors, and windows therefore as follows:

2-3-1. Horizontal Boundaries:

2-3-1-1. For Del Ray Place I:

Units 12 through 26 are each detached and free-standing. The horizontal boundaries of each of these Units shall be the exterior surface of the foundation walls, the exterior surface of the roof and any chimney or skylight.

2-3-1-2. For Del Ray Place II and Del Ray Place III:

(a) Lower Boundary:

(i) The upper surface of the concrete slab or basement, or “crawl space” slab, as the case may be.

(b) Upper Boundary:

(ii) The interior plane excluding roof shingles.

2-3-2. Vertical Boundaries: The vertical boundaries of each Unit shall be:

2-3-2-1. For Del Ray Place I:

Units 12 through 26 are each detached and free-standing. The vertical boundaries of each of these Units shall be the exterior surface of the building siding or other finish material, and the exterior surface of any exterior door or window. The result shall be that the entire building structure is part of that Unit.

2-3-2-2. For Del Ray Place II and Del Ray Place III:

(a) Interior building walls, doors, and windows

(i) Interior walls: The interior unfinished plane of the interior walls of the unit.

(ii) Exterior doors, windows and skylights: The outer surface of the door and the outer surface of the window or skylight sash.

2-3-3. Each Unit includes the portion of the building within said boundaries and the space that is enclosed thereby, excepting only such Common Area as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit.

2-3-4. The pipes, ducts, flues, chutes, conduits, wires, and other utility installations, including air conditioning situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduits, wires, and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of The Common Area shall be deemed part of The Common Area, or the Limited Common Area pertaining to such unit, as the case may be.

2-4. Description of the Common Area. The Common Area includes, but not by way of limitation:

2-4-1. The land on which the buildings containing the Units are 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";

2-4-2. The water supply lines and equipment serving more than one Unit, electrical, cable television, internet, and telephone systems serving The Condominium, to the extent said systems are located within the Common Area 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); and subject to the addition thereof as Limited Common Area, the subsurface disposal systems, tanks, leach fields, chambers, pumps, and other improvements which form a part of the subsurface disposal system, including all pipes and lines located outside of any Unit;

2-4-3. All amenities that are constructed as recreational amenities and which are a part of The Common Area, including the clubhouse, as may be shown on the Site Plan.

2-4-4. All other parts of The Condominium, including Limited Common Area and 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" or in this Declaration.

2-4-5. All driveways and roadways within The Condominium, and contained within The Common Area, as shown up on the Site Plan to be recorded herewith, as amended from time to time, all of which shall be and remain private rights-of-way as part of The Common Area, to be constructed, owned by and maintained by The Association as a Common Expense, and The Association shall indemnify and hold the Town of Windham harmless from and against any and all liability for construction, maintenance, and repair of the same.

All such roadways shall be laid out and constructed so as to serve The Condominium only and shall not be constructed to form a throughway or connection between public highways. Such roadways shall, however, be constructed to specifications determined by the Windham Planning Board, and in a manner which shall, at all times, be maintained so as to allow accessibility to all Units and other buildings by emergency; police, fire, and Town official vehicles, in order to provide normal and emergency Town health and safety services.

2-4-6. No structures or improvements shall be constructed within the Open Space Areas shown on the site plan without the prior approval of the Windham Planning Board. This provision may not be amended or deleted from the Declaration without the prior approval of the Windham Planning Board.

2-5. Description of Limited Common Area. There is appurtenant to each of the Units Limited Common Area, which area is limited to the exclusive use of the Owner or Owners of the Unit to which it is appurtenant.

2-5-1. Each Owner shall have the exclusive right to use a patio, porch or deck, or garage attached to some Units, as shown on the Site Plans and Floor Plans. Each Owner shall be

required to keep his/her own Limited Common Area properly maintained and repaired at all times in accordance with standards promulgated by the Association.

2-6. Unit Percentage Interest in Common Area and Facilities. Each Unit shall have an equal 1/26th undivided interest in The Common Area. There shall appertain to each Unit in The Condominium, for voting purposes in connection with meetings of The Association, one vote. Where a particular Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

2-7. Statement of the Purposes of Condominium Use. The Condominium is intended for residential use and occupancy only by persons over the age of fifty-five (55), subject to the provisions of Article 610 of the Windham Zoning and Land Use Ordinances in effect at this time or as it may be amended from time-to-time; and the following provisions, together with the provisions of the Regulations attached hereto, are in furtherance of this purpose:

2-7-1. Each Unit shall be occupied and used only for private, residential purposes by the Owner and his/her family, or by lessees or guests of the Owner, and not for any business or professional use whatsoever. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof. Any rental shall be by written lease. Said lease shall be for no less than one hundred eighty (180) days and shall be subject to The Condominium Instruments. The Declarant shall also have the right to lease Units. *See*, Section 15-6-1 for specific rental provisions for Units in Del Ray Place III.

2-7-2. The Common Area shall not be used in a manner that 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 anyone causing such damage shall pay the expense incurred by The Board in repairing the same. No boats, boat trailers, trucks (semi-tractors), commercial vehicles, snowmobiles, or other such personal property shall be stored in The Common Area unless, and except to the extent, a specific storage area is designated by The Association for such storage. Nothing shall be altered, constructed in, or removed from The Common Area without the prior written consent of The Board. No exterior alterations to the residential structures, except to meet the requirements of ADA, shall be made without the consent of the Board and the Town of Windham.

2-7-3. 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 that will increase the rate of insurance on The Common Area without the prior written consent of The Board.

2-7-4. No signs (except as provided in Section “2-7-6.” below), clothes lines, television antennas, refuse, loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other Owners without

the prior written consent of The Board. Any such regulations will be subject to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite ("DBS") service, multichannel multipoint distribution service ("MMDS" or "wireless cable"), or television broadcast signals.

2-7-5. No animals, livestock, or poultry, except two (2) domesticated household pets, consisting of dogs or cats, shall be kept anywhere within The Condominium. Fish aquariums not in excess of twenty (20) gallons and no more than two (2) birds weighing less than ten (10) pounds each and which are kept in cages, are exempt from this provision. Dogs shall be under the control of their owners at all times and shall not be allowed to run loose. Dogs that are allowed to run loose or to soil the common area may be ordered to be removed by The Board.

2-7-6. The administration of The Condominium shall be governed by The Association. However, each sub-Association shall administer matters within its control. Each Owner shall be a member of The Association and shall also be a member of the sub-Association in which his/her Unit is located. The membership of The Association shall consist of all the Owners. The membership of each sub-Association shall consist of all Owners with Units within the boundaries of that sub-Association. Each unit shall be allocated a 1/26th interest in The Association, as amended from time to time in accordance with Section "18-1" below. The administration, powers, and duties of The Association, each sub-Association and the Boards of Directors of each shall be as contained within this Declaration and the Bylaws of the Association and the Condominium Act. The Declarant shall be deemed to be the Owner of any Units not sold by The Declarant and The Declarant and its representatives and assigns may make such use of such unsold Units and of The Common Area as may facilitate such sale(s), including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the use of the Units by their respective Owners.

2-7-7. The Association is empowered to adopt and amend, from time to time, Condominium Rules concerning the use of The Condominium and various parts thereof, which Condominium Rules shall be furnished in writing to all Owners. The Association is also empowered to adopt and amend, from time to time, Residency Regulations concerning the use of The Condominium and various parts thereof, which Residency Regulations shall be furnished in writing to all Owners. No sub-Association is empowered to adopt or amend Condominium Rules.

2-7-8. The consent of The Board referred to in this ARTICLE "2" may be withdrawn by The Board whenever it deems such withdrawal to be in the best interests of The Condominium.

2-7-9. Occupancy within any Unit is limited to not more than four (4) full-time occupants per Unit, all of whom must be in compliance with the restrictions of section 2-7-10 below.

2-7-10. Housing for Older Persons Covenants. In order to assure compliance with the Article 610 of the Windham Zoning and Land Use Ordinances and the Site Plan approvals for Housing for Older Persons, and compliance with the provisions of RSA 354-A:15, the following

covenants are hereby adopted by The Declarant, and bind The Declarant, and shall bind the Owner of each Unit within The Condominium:

1. The Condominium has been approved by the Windham Planning Board under its Housing for Older Persons zoning ordinance provision, on the basis that it shall be used as the primary residence for and by persons over the age of fifty-five (55), and it shall be used as such by the owners. The Condominium shall have access to a clubhouse facility specifically designed to meet the social needs of older persons; and the Condominium is designed to provide housing opportunities for older persons. The clubhouse shall be constructed on Del Ray Drive, within Del Ray Place I. The clubhouse will have a kitchenette with a sink, microwave oven, and countertop stove. The clubhouse will also have bookshelves and a reading area, a large meeting area/game room, a multiple use table (e.g. pool table/table tennis/game table combination), and a shuffleboard court. The clubhouse will be equipped with Internet and Wi-Fi service to meet the needs of residents, all of which facilities shall be reserved for the use of all residents of Del Ray Place Adult Condominiums. There are also walking trails for the use of all residents of Del Ray Place Adult Condominiums.

2. The Condominium is being established and shall be maintained in compliance with 42 USC Sect. 3601, et. seq., and 24 CFR Part 100, Sections 100.304 through 100.308, with RSA 354-A:15, and with the provisions of the Housing for Older Persons set forth in Article 610 of the Windham Zoning and Land Use Ordinances.

2-A. To this end, Units shall only be sold to Buyers who execute an Affidavit that (1) the Unit is to be the Buyers' immediate permanent residence; and (2) Buyers are not acquiring the Unit for purposes of, or with the intent to, resell or lease such Unit to persons under the age of fifty-five (55); and (3) each resident Buyer is or will be at the time of the closing, in excess of fifty-five (55) years of age or (a) a spouse under the age of fifty-five (55) married to a resident aged fifty-five (55) or older; (b) an adult over the age of twenty-one (21) if his/her presence is required to provide medical care to a resident aged fifty-five (55) or older or to the resident's spouse; or (c) employees of the elderly housing project (and family members living in the same unit) who are under fifty-five (55) years of age, provided the employees perform substantial duties related to the management or maintenance of the project's facilities. Notwithstanding the foregoing, at least 80 percent of the units shall be occupied by at least one person 55 years of age or older per unit, in accordance with the provisions of RSA 354-A:15(IV)(b).

3. This covenant shall run with the land for the benefit of the Town of Windham, a municipal corporation, situated in the State of New Hampshire and further shall benefit and be enforced by the Association and the Town of Windham. Further, this covenant may not be amended or deleted without the expressed written approval of the Windham Planning Board. The full text of the restrictive covenants set forth above in Section 2-7-10 (1-3), shall be printed in boldfaced type on every deed conveying a Unit within The Condominium before it is filed at the Rockingham County Registry of Deeds.

2-7-10-1. Definitions and Administration of Provisions under Section 2-7-10.

1. A permanent resident, who is fifty-five (55) years of age or older shall be deemed to be a

“Qualifying Occupancy”. For purposes of this Section, an occupant shall not be considered a “permanent occupancy” unless such occupant considers the Unit to be his or her legal residence and actually resides in the Unit for at least six (6) months during every calendar year.

2. No Unit shall be occupied by any person under the age of eighteen (18). For purposes of this Section, a Unit shall be deemed to be “occupied” by any person who stays overnight in a Unit for more than twenty-one (21) days in any sixty (60) day period or for more than thirty (30) days in any twelve (12) month period.

3. Nothing in this Section is intended to restrict the ownership of or transfer of title to any Unit; provided, no Owner may occupy his/her Unit unless the requirements of this Section are satisfied, nor shall any Owner permit occupancy of the Unit in violation of this Section. Unit Owners shall be responsible for including the statement that the Units within the Condominium are intended for housing of persons fifty-five (55) years of age or older, as set forth in this Section, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to his/her Unit, which agreements or contracts shall be in writing and signed by the prospective tenant or purchaser, and shall clearly disclose the intent of any prospective tenant or purchaser to occupy any Unit in compliance with this Section. Every lease of a Unit shall provide that failure to comply with the provisions of this Section shall be a breach of the lease.

4. In the event of any change in occupancy of any Unit for any reason, the Owner of the Unit shall immediately provide the Board with written notice of such change, the names of the occupants, and sufficient information so that the Board can verify the age of each occupant. In the event that there is a change of occupancy and the Owner fails to so notify the Board within ten (10) days after the occurrence of such a change, then the Board shall be authorized to levy daily monetary fines against the Owner and the Unit for each day after a change of occupancy has occurred until the Board receives the required information from the Owner. Such fines may be imposed regardless of whether or not the occupants meet the requirements of this Section; and shall be in addition to any other remedies available to the Board and the Association.

5. The Board shall notify the Windham Selectmen in writing within thirty (30) days after learning that any Unit is occupied by a person under the age of fifty-five (55) years, and who does not meet any exemption provided in this Section.

6. The Association shall be responsible for maintaining age records on the occupants of each Unit. The Board shall adopt policies, procedures and rules to monitor and ensure compliance with this Section, including policies regarding visitors, updating age records, and enforcement of the provisions of this Section. These policies, procedures and rules shall be distributed to any Owner or Mortgagee upon request; and shall be provided to the Selectmen of the Town of Windham within thirty (30) days after adoption.

7. The Association shall have the power, authority and responsibility to enforce the provisions of this Section in any legal manner, including, without limitation, eviction proceedings against the occupant(s) of any Unit who are not in compliance with this Section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS HIS/HER ATTORNEY- IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE ANY

OCCUPANT OF HIS/HER UNIT IF SUCH ACTION IS REASONABLY NECESSARY, IN THE SOLE DISCRETION OF THE ASSOCIATION, TO ENFORCE COMPLIANCE WITH THE PROVISIONS OF THIS SECTION. The Selectmen of the Town of Windham shall also have the right, but not the obligation, to enforce the provisions of these Housing for Older Persons covenants by any lawful means. In any such litigation, the Unit Owner shall be responsible for payment of all costs and reasonable attorney's fees incurred by the Association and/or the Town.

8. Each Owner shall be responsible for ensuring that his/her Unit is occupied in compliance with the provisions of this Section, and by the rules of the Association adopted in furtherance thereof. EACH OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION.

2-7-11. Rights of Action. Except as to the restrictive covenants contained in Section "2-7-10." above, The Association and any aggrieved Unit Owner shall have the right to enforce the terms of this Declaration, the Bylaws, or the Rules and Regulations of the Condominium against any Unit Owner or The Association if such Unit Owner fails to comply with requirements of the Condominium Instruments or the decision made by The Association, by seeking injunctive relief in the Rockingham County Superior Court. The restrictive covenants contained in Section "2-7-10." above may be enforced only by The Association or by the Town of Windham, who may, in addition to other remedies, seek injunctive relief in the Rockingham County Superior Court.

2-8. Persons to Receive Service of Process. Unless otherwise determined in an amendment kept appropriately recorded at the Rockingham County Registry of Deeds, the Consumer Protection and Antitrust Division of the New Hampshire Department of Justice shall be the person to receive service of any lawful process in any non-criminal proceeding arising under The Act against The Association. For the purposes of this paragraph, the place of business of The Board shall be considered to be Pelham, New Hampshire.

2-8-1. Service of any lawful process in any proceeding arising under The Act against The Declarant or its personal representatives shall be made upon Del Ray Place, LLC, PO Box 732, Pelham, New Hampshire 03076.

ARTICLE 3

INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

3-1. Purchase of Insurance.

(a) The Association shall obtain and maintain in force insurance covering The Common Area of the Condominium and all insurable improvements therein of the types and the amounts hereinafter set forth, for the benefit of The Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Owners as part of the

Common Expenses. The named insured shall be The Association, individually, and as agent for the Owners, without naming them, and as agent for their Institutional Lenders.

(b) Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Owners. All such policies shall provide that payments for losses thereunder shall be made to The Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

3-2. Coverage.

(a) Casualty. All buildings, improvements, and structures which are included in The Common Area of the Condominium, including buildings, improvements, and structures in The Common Area and the Limited Common Area, and all personal property in The Common Area, and all fixtures, machinery, equipment, and supplies maintained for the service of The Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units but serving more than that unit, shall be insured in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and

(ii) All such other risks and perils as from time to time shall be customarily covered with respect to use of the buildings included in The Condominium, including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement, and shall not be written on policies calling for any deductible amount in excess of the lesser amount of one percent (1%) of the insurance coverage or Ten Thousand Dollars (\$10,000.00), whichever is less.

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering The Association, the Board of Directors, the Manager (if any), all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of The Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage:

(i) of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person, not less than One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in the same occurrence; and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property; or

(ii) such greater coverage as may, from time to time, be required for multifamily protection in order to qualify for FHLMC and FNMA underwriting; a single limit policy in the amount of One Million Dollars (\$1,000,000.00) shall be deemed in compliance with the foregoing sentences. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of an Owner for

negligence occurring within his or her Unit or his or her Limited Common Area. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which The Association is a party.

(c) Workmen's Compensation. The Association shall procure and maintain workmen's compensation insurance as required by law.

(d) Other Insurance. The Association shall procure and maintain:

(i) insurance upon owned and non-owned motor vehicles;

(ii) as is required by New Hampshire RSA 356-B;

(iii) including flood insurance, in an appropriate amount, considering the full replacement cost of property insured, if required by FNMA or FHLMC for mortgage programs underwritten by them or either of them;

(iv) Fidelity Bond coverage as required by FNMA and/or FHLMC; and

(v) such other insurance as the Board of Directors shall determine from time to time to be desirable.

Every Fidelity Insurance Bond must;

(A) name The Association as the insured;

(B) have coverage equal to no less than the maximum amount of funds in The Association's (or its management agents') custody at any one time.

3-3. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under this ARTICLE "3" and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of the improvements within The Condominium, and shall make any necessary changes in the policy provided for hereunder (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 section.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under this ARTICLE "3";

(i) shall contain waivers of subrogation by the insurer as to claims against The Association, its employees, and agents, members of The Board, The Manager, Owners, and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud;

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

(iii) 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;

(iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in The Condominium;

(v) 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;

(vi) shall exclude policies obtained by individual Owners for consideration under any “no other insurance” clause;

(vii) shall provide that until the expiration of thirty (30) 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 or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for nonpayment of premiums;

(viii) shall recognize an Insurance Trust Agreement should The Association enter into one;

(ix) shall contain a “loss payable” clause showing The Association as trustee for each Owner and the holder of each Unit’s mortgage; and

(x) shall contain the standard mortgagee clause naming the mortgagees of the Units.

3-4. Individual Policies. It is recommended that each Owner obtain a “Tenant’s Homeowner’s Policy”, or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit and the Limited Common Area pertaining thereto, additional living expenses, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance policy for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by The Board pursuant to ARTICLE “3” above, and each Owner hereby assigns to The Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed with The Association.

(b) Each Owner should obtain insurance for his or her own benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area, and any other of their respective property, including any floor coverings,

appliances, and other personal property not covered in the master policy and all improvements to his or her Unit which exceeded a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board.

(c) Each Owner should obtain liability insurance with respect to his or her ownership and/or use of his or her Unit.

3-5. Notice to Owners. When any policy of insurance has been obtained on behalf of The Association, written notice that it has been obtained and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner by the Secretary of The Association. Such notice shall be sent by United States certified mail, return receipt requested, to all 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 or Manager, provided that the Secretary or Manager obtains a receipt of acceptance of such notice from the Owner.

3-6. Action Following Casualty Damage. In the event of damage to any portion of The Condominium by fire or other casualty, the proceeds of the master casualty Policy shall, pursuant to Section 43(III) of The Act, be used to repair, replace, restore the structure or The Common Area damaged, unless the Owners, to the extent permitted by The Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate The Condominium pursuant to Section 34 of The Act. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, for each mortgagee of a Unit, and for each Owner of any other interest in The Condominium, to adjust all claims resulting from such damage and to deliver releases upon the payment of claims.

ARTICLE 4

EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-1. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his or her Unit. No Owner shall be deemed to own pipes, wires, conduits, or other utility lines running through the Unit that are utilized for or serve more than one Unit, which items are hereby made part of The Common Area.

4-2. Each Owner shall own an equal 1/26th undivided interest in The Common Area. 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 Owner may use The Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he or she does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Regulations adopted pursuant to said provisions.

4-3. Subject to the provisions of this Declaration, each Owner shall be entitled to the use of

the Limited Common Area appurtenant to his or her Unit either exclusively or in common with one or more designated Units as set forth herein or on the Site Plan. The right to use of the Limited Common Area shall not be altered without the consent of all the 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

MAINTENANCE AND REPAIRS

5-1. Owners' Obligation to Repair and Maintain. Each Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances, including the Limited Common area pertaining thereto, in good order, condition and repair. In addition to keeping the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of the interior of the unit, including, any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors and other property which are not The Common Area, and which are located in his or her Unit. Each Owner shall immediately notify The Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal that are The Common Area within his or her Unit. Each Owner shall also, at his or her own expense, keep the Limited Common Area appurtenant to his or her Unit in a neat and orderly condition, and shall make all repairs of damage thereto (or, if required, the replacement thereof) caused or permitted by him or her, reasonable wear and tear excepted. In the event an Owner fails to make such repairs within thirty (30) days after written notice of the need for the same is given to him or her by The Board, The Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of the aggregate cost of which is in excess of Five Hundred Dollars (\$500.00) in his or her Unit or the Limited Common Area appurtenant to his or her Unit by anyone unless such person or/and entity has furnished written evidence that he/she/it has obtained reasonably adequate public liability and workmen's compensation insurance in forms and in amounts that are satisfactorily to The Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations. Unit owners are directly responsible, together with other users thereof, for the repair, replacement and maintenance of Limited Common Areas, including subsurface disposal facilities for their respective unit and shall pay an annual Limited Common Area assessment to the Association, to be held in trust by such association, and solely for the benefit of such unit owner(s) for the sole purpose of repair or replacement of the respective Limited Common Area, including waste disposal facilities. Such repairs shall be undertaken by the Association out of funds available as reserves for such repair or replacement, with any deficiency thereof to be paid by the respective owners to which such Limited Common Areas pertain by Special Assessment.

5-2. Association's Obligation to Maintain. Except as otherwise provided, The Association shall be responsible for the following, the costs of which shall be assessed to all Owners of the Association as a Common Expense:

(a) the maintenance, repair, and replacement of the Clubhouse, including all utilities located therein and servicing it; and

(b) the expense of such repair (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case the expense shall be charged to such Owner, unless forgiven by vote of The Association) of the Clubhouse; and

(c) the inspection and proper maintenance of the catch basins and drainage systems at least once every three (3) years.

5-2-1. Sub-Association's Obligation to Maintain. Except as otherwise provided, each sub-Association (i.e. Del Ray Place I, Del Ray Place II and Del Ray Place III) shall be responsible for the following, the cost of which shall be assessed to all Owners of that sub-Association as a Common Expense:

(a) the maintenance and repair of sewage disposal servicing that sub-Association, (Maintenance of Limited Common Area shall not include the keeping of said Area in a neat and orderly condition as provided in Section "5-1." above, nor to maintain it on a day-to-day basis); and

(b) the maintenance and repair of all non-public utility-owned water systems and equipment servicing that sub-Association, whether now existing or hereafter constructed (Maintenance of Limited Common Area shall not include the keeping of said Area in a neat and orderly condition as provided in Section "5-1." above, nor maintaining it on a day-to-day basis); and

(c) The maintenance and repair of all Common Areas located within the bounds of the sub-Association, including, without limitation, the roadways located within Del Ray Place I and Del Ray Place II; and the driveway from Ryan Farm Road to the Limited Common Area of Del Ray Place III; and

(d) the expense of such repair (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case the expense shall be charged to such Owner, unless forgiven by vote of The Association) of all of The Common Area located within the bounds of each sub-Association.

5-3. Management Contract. The Board of Directors, acting on behalf of The Association, may enter into a Management Agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint Management Agreement, for the management of The Condominium and its maintenance and repair, and may delegate to a Manager all the powers and duties of The Association, except such as are specifically required by the Declaration, or by the Bylaws, to have the approval of the Board of Directors or the membership of The Association. The Manager may be authorized to determine the annual budget and make and collect Assessments for Common Expenses as provided by the Declaration, Bylaws, and Appendices to the Declaration.

ARTICLE 6

PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

6-1. No Owner shall, without first satisfying the requirements regarding repair or other work set forth in Article “5” above, and in addition, obtaining the written consent of The Board:

6-1-1. Make or permit to be made any structural alterations, improvement, or addition in or to his or her Unit or in or to any other part of The Condominium;

6-1-2. 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; or

6-1-3. Impair any easement or right or personal property, which is a part of The Condominium.

ARTICLE 7

ENTRY FOR REPAIRS AND GRANT OF EASEMENT

7-1. The Association shall have the irrevocable right, to be reasonably exercised by The Board or its agents, to enter any Unit or Limited Common Area 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 Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by The Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence, misuse, or neglect of one or more Owners, in which case the said Owner of Owners shall bear the expense of such repairs.

7-2. The Association shall have the power and right to grant reasonable, non-exclusive permits, licenses, and easements over The Common Area for utilities, roads and other purposes necessary for the proper operation of The Condominium.

ARTICLE 8

CERTAIN PROVISIONS PERMITTED BY THE ACT

8-1. Encroachments. If any portion of The Common Area now encroaches upon any Unit, any Unit now encroaches upon any other Unit or upon any portion of The Common Area, or if any such encroachment shall occur hereafter as a result of:

(a) settling of a building;

(b) alteration of or repair to The Common Area made by or with the consent of the Board of Directors;

(c) repair or restoration of a building or any Unit after damage by fire or other casualty; or

(d) condemnation or eminent domain proceedings;

then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

8-2. Alterations Within Units. Subject to the notification requirement of ARTICLE “3” above, an Owner may make alterations, additions, and improvements within his or her Unit which do not violate ARTICLE “6” hereof; including moving, removing, altering, or adding to interior non-load bearing walls and partitions, provided that no such alteration, addition, or improvement may affect the structural elements or integrity of any structure without the prior written consent by The Board.

ARTICLE 9

AMENDMENT OF CONDOMINIUM INSTRUMENTS

9-1. Amendment Prior to Conveyance of a Unit. Prior to the conveyance of any Unit to an Owner other than The Declarant, The Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by The Declarant.

9-2. Amendment After Conveyance of a Unit. Subsequent to the conveyance of a Unit to an Owner other than The Declarant and except as provided in ARTICLE “18” or Section “9-4.” below, The Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3) of the voting power in The Association appertain, provided that:

(a) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners and any Institutional Lender of record of the Unit so altered;

(b) Except as provided in ARTICLE “18-1” below, no instrument of amendment which alters the percentage of undivided interest in The Common Area, the liability for Common Expense, the rights to Common Profits, or the voting rights in The Association appurtenant to any Unit, shall be of any force or effect unless the same is permitted or required by The Condominium Instruments, is consistent with the applicable provisions of The Act and, except as provided in Section “9-4.” below, has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby;

(c) No instrument of amendment that alters The Condominium Instruments in any manner that would render any of them contrary to or inconsistent with any requirements or provisions of The Act shall be of any force or effect;

(d) No instrument of amendment that purports to affect The Declarant’s reserved rights of control set forth in ARTICLE “15” of this Declaration shall be of any force and effect unless it is assented to in writing by The Declarant and this assent is recorded in such Amendment at the

Rockingham County Registry of Deeds;

(e) No instrument of amendment that purports to affect The Declarant's reserved rights and easements shall be of any force and effect unless it is assented to in writing by The Declarant and this assent is recorded with such amendment at the Rockingham County Registry of Deeds;

(f) No instrument of amendment that would adversely affect The Declarant's right and ability to develop and/or market The Condominium shall be of any force or effect unless it is assented to in writing by The Declarant, and this assent is recorded with such amendment at the Rockingham County Registry of Deeds.

9-2-1. Subsequent to the conveyance of a Unit to an Owner other than The Declarant, the prior written approval of the first mortgagees of Units to which sixty-seven percent (67%) of the voting power in The Association appertains shall be required in order to adopt any amendment to any or all of The Condominium Instruments if the amendment would have the effect of altering:

(a) The voting rights of the Owners in The Association or in any sub-Association;

(b) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens;

(c) The requirement of The Association or any sub-Association reserves for replacement, maintenance, and repair of The Common Area;

(d) The terms of The Condominium Instruments relating to responsibility for maintenance and repair of the Units, The Common Area or the Limited Common Area;

(e) The terms of The Condominium Instruments relating to the conversion of Units in The Common Area;

(f) The terms of The Condominium Instruments relating to the insurance of fidelity bonds to be provided by The Association;

(g) The terms of The Condominium Instruments stating which Units may be leased, and under what conditions Units may be leased;

(h) The terms of The Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his or her Unit;

(i) Any term of The Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors;

(j) The terms of The Condominium Instruments providing for the restoration or repair of the project after a hazard, damage, or partial condemnation; or

(k) Any term of The Condominium Instruments relating to terminating The Condominium's legal status after substantial destruction or condemnation occurs.

9-3. Recording Required. No amendment to The Condominium Instruments shall become effective until an instrument setting it forth in full shall be recorded at the Rockingham County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either:

(a) be signed by Owners holding the requisite voting power for its adoption; or

(b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

9-4. The Declarant reserves the right to itself and its successors in interest to amend The Condominium Instruments without the consent of any Unit Owners or First Mortgagees, but only to:

(a) correct typographical errors; or

(b) to bring The Condominium Instruments in compliance with New Hampshire RSA 356-B; or

(c) to conform The Condominium Instruments to the requirements of FNMA and FHLMC loan guaranty underwriting requirements, but only until the provisions of Section "15-1." below have occurred.

9-5. Notwithstanding any other provisions herein with respect to amendment of this Declaration, the provisions dealing with the Housing for Older Persons Covenants (Section 2-7-10) may not be amended without the consent of the Town of Windham.

ARTICLE 10

ASSESSMENTS

10-1. Power to Fix and Determine. The Association and each sub-Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of The Condominium and such other fees and charges as are specifically provided for in the Declaration and the Bylaws. The procedure for the determination of all such Assessments shall be as set forth in the Bylaws of The Association and the Declaration and the Exhibits attached hereto.

10-2. Owner's Obligation To Pay Assessments. Each Owner shall pay all Common Expenses, including Limited Common Assessments, assessed against him or her and all other Assessments and charges made against him or her by the Association Board of Directors and his or her sub-

Association Board of Directors pursuant to the Declaration or Bylaws. Any Owner having executed a contract for the disposition of his or her Unit shall be entitled, upon written request to the President, Treasurer, or Secretary of The Association and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Ten Dollars (\$10.00) or the largest amount allowed by The Act, whichever is greater, to a recordable statement setting forth the amount of unpaid Assessments currently levied against that Unit. Such statement setting forth the amount of unpaid Assessments shall be binding upon The Association, the Board of Directors, and every Owner. Failure to furnish such statement within ten (10) business days following receipt of such request shall extinguish the lien created by Section 46 of The Act.

10-3. Unpaid Assessments. Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) provided said interest rate does not violate any then-applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then highest permitted rate) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge to be determined by the Directors of The Association, but which shall not exceed any limits imposed by The Act and which shall initially be Twenty-Five Dollars (\$25.00), shall be due and payable. Regular Assessments shall be due and payable monthly on the first day of each calendar month. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any Assessments against such Unit that are unpaid at the time of such purchase. A purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any Assessments against such Unit to the extent permitted by RSA 356-B:46(I)(c).

10-4. Lien For Unpaid Assessments.

(a) The Association shall have a lien upon each Unit for unpaid Assessments together with interest thereon, whether due to the Association or to any sub-Association, against the Owner thereof. Expenses incurred by The Association, including reasonable attorney's fees, incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by The Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by The Association in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments, whether imposed by the Association or by a sub-Association, by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in the best interests of The Association. Said lien shall be effective as and in the manner provided for by The Act and shall have the priorities established by The Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid Assessments, and to apply as a cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Owner or anyone by, through or under said Owner, while such foreclosure proceeding is pending;

(b) In the event an Institutional Lender or other purchaser of a Unit obtains title to such Unit as a

result of foreclosure by the Institutional Lender, or if an Institutional Lender accepts a deed to such Unit in lieu of foreclosure, the person or entity so acquiring title shall not be liable for any Assessments by The Association pertaining to such Unit, or chargeable to the former Owner that became due prior to acquisition of title as a result of the foreclosure, except to the extent that such lien is entitled to priority over a first mortgage as provided in RSA 356-B:46(I)(c). Such nonpriority unpaid Assessments shall be deemed to be Common Expenses collectable from all of the Owners, including the person or entity acquiring title; and

(c) No person who acquires an interest in a Unit, except through foreclosure by an Institutional Lender or the acceptance by an Institutional Lender of a deed in lieu of foreclosure, (including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales), shall be entitled to occupancy of the Unit or enjoyment of The Common Area until such time as all unpaid Assessments due and owing by the former Owner have been paid, or, if applicable, until such time as the sums due to the Association under the provisions of RSA 356-B:46(I)(c) have been paid. The Association shall have the right to assign its claim for the recovery of any unpaid Assessments to The Declarant, or to any Owner or group of Owners or to any third party.

10-4-1. Limitation Upon Liability of The Association. Notwithstanding the duty of The Association to maintain and repair parts of The Condominium, The Association and the sub-Associations shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by The Association or by a sub-Association.

ARTICLE 11

WAIVER

11-1. The failure of The Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the 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 and the same shall remain in full force and effect. The receipt by The Board of payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by The Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by The Board.

ARTICLE 12

LIABILITY OF THE BOARD

12-1. The members of The Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of The Board against all contractual liability to others arising out of contracts made by

The Board 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 permissible for the members of The Board, who are Directors or Officers of The Declarant, to contract with The Declarant and affiliated entities without fear of being charged with self-dealing during the period in which The Declarant is in control of the Board of Directors and Officers pursuant to ARTICLE "15" below. It is intended that the members of The Board shall have no personal liability, other than as 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 Declarations or of the Bylaws. It is also intended that the personal liability of each Owner arising out of any contract made by The Board or out of the aforesaid indemnity in favor of the members of The Board shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Area bears to the interests of all the Owners in The Common Area (except that the personal liability of Owner who are members of The Board 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 "12" do not apply to and shall not preclude claims for property damage and personal injury by Owners against The Board or any other insured under the liability insurance by Section "3-2." above. Notwithstanding the foregoing, each owner who is responsible for all or part of the cost of maintenance, repair or replacement of a Limited Common Area shall be fully liable for the cost thereof and for the performance of any contract with respect thereto to the extent of the owner's respective interest(s) therein. Members of The Board shall include members of The Board of Directors of the Association and each sub-Association.

ARTICLE 13

ENFORCEMENT

13-1. Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, the Rules and the Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted by the Board, pursuant to said Declaration, Bylaws, Rules and Residency Regulations; and failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by The Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

ARTICLE 14

PERSONAL PROPERTY

14-1. The Board may acquire and hold for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a 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 15

DECLARANT'S RESERVED RIGHTS OF CONTROL AND TO FILE SPECIAL
AMENDMENTS AND TO OPERATE WATER SYSTEMS

15-1. Rights Reserved. The Declarant reserves the right to appoint and remove some or all of the Officers of The Association, or its Board of Directors, or both, and may exercise the powers and responsibilities otherwise assigned by The Condominium Instruments to The Association, its Officers or the Board of Directors, but only until:

- (a) the expiration of two (2) years from the filing of the Declaration in the Rockingham County Registry of Deeds; or
- (b) the date upon which Units to which three-fourths (3/4) of the undivided interests in The Common Area appertain have been conveyed; or
- (c) the earlier of such dates.

15-2. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time that amends this Declaration:

- (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;
- (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;
- (c) to bring this Declaration into compliance with New Hampshire RSA 356-B;
- (d) to correct clerical or typographical errors in the Condominium Instruments or any Amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to The Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof; shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to The Declarant to vote in favor of, make, execute and record Special Amendments. The right of The Declarant to act pursuant to rights reserved or granted under this Section "15-2." shall be automatically assigned by The Declarant to the Board of Directors of the Condominium Unit Owners' Association at such time as The Declarant no longer holds or controls title to any Unit.

15-3. Declarant's Reserved Water Facility Easements. The Declarant reserves to itself, its affiliates, and its assignees, the right and easement to lay, construct, reconstruct, operate, repair,

and maintain, water pipes and mains, install water pumps and pump houses, valves, and other equipment on, in and under the property including The Common Area, as it, in its sole discretion, deems appropriate for the purposes of constructing, reconstructing, repairing, maintaining, and operating one or more water systems, pumping, operating, and maintaining one or more water supply systems to supply water to and within The Condominium, including irrigation systems to be designated limited common area for each Unit; and the right to enforce all easements as now or in the future are shown on approved Site Plan shall be deemed to be included in this reservation. This reservation shall include the right to grant an easement to connect The Condominium to a public water supply system or to a water supply system operated by a public or private entity, should such a connection become available in the future.

15-3-1. No Water Export. Any connection to a public water supply system, or other public or privately operated water supply system, shall assure that no water generated from on-site water sources shall leave the site; and no water system constructed on-site shall be operated so as to export water for off-site uses.

15-4. Declarant's Reserved Right to Transfer Water System. Declarant reserves for five (5) years after the recordation of this Declaration, the right to transfer all water pipes, mains, and lines lying within any Common Areas, and any and all pumps, pump houses generators which are or may become a part of the water system built or to be built on and serving The Condominium, including any easement necessary to maintain, operate, repair, or reconstruct the same, to any company or entity which holds a franchise (from the New Hampshire Public Utilities Commission) to supply water to residences in the area in which The Condominium is located. No compensation shall be due The Association upon such transfer, since the consideration is and shall be deemed to be the providing of potable water to all Unit Owners by a franchised public utility.

15-5. Renewal of Management or Other Agreement. If entered into during the period of control contemplated by this ARTICLE "15", no Management Agreement, or any other contract or lease executed by or on behalf of The Association, its Board of Directors or the Owners as a group shall be binding after such period of control unless then renewed or ratified with the consent of Owners of Units to which a majority of the votes in The Association appertain.

15-6. Declarant's Reserved Right of Control of Del Ray Place III. It is Declarant's present intent to retain ownership of all three (3) Units within Del Ray Place III, for use as rental units. Declarant shall have complete control over the terms and conditions of rentals of Units in Del Ray Place III, notwithstanding any other provision of The Condominium Instruments pertaining to lease or rental of other Units to the contrary; and Declarant shall have the right to assign such control to another entity if Declarant transfers ownership of all Units within Del Ray Place III to another entity. Further, so long as Declarant or its assignee owns all three (3) Units within Del Ray Place III, Declarant shall be responsible for maintenance and repair of all Common Area and elements, such as the septic system and the water system located within the bounds of Del Ray Place III.

15-6-1. Rental Status of Del Ray Place III. The Units in Del Ray Place III (i.e. Units 1, 2 and 3) were permitted under specific provisions of the Windham Zoning Ordinance requiring the Units to remain available for rental occupancy. As such, such Units may not be occupied by the

Owner, the Owner's spouse, or any immediate family member of the Owner. If any of those Units are owned by a Trust, the Units may not be occupied by the Trustee(s), beneficiaries, or any immediate family member of such persons. If any of those Units are owned by an entity, such as a corporation or limited liability company, the Units may not be occupied by any director, officer, manager, member, shareholder or immediate family member of such persons. The provisions of this Article are specifically intended to assure that such Units remain available on an "open market" basis for rental occupancy. The provisions of this Article 15-6-1 shall be included in each deed for Units within Del Ray Place III.

ARTICLE 16

TERMINATION OF CONDOMINIUM

16-1. Termination Prior To Conveyance Of A Unit. Prior to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated at any time by an instrument in writing signed by The Declarant.

16-2. Termination After Conveyance of A Unit.

(a) Required Vote. Subsequent to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in The Association appertain.

(b) Effect of Termination. If The Association votes to terminate The Condominium at any time or for any reason, then upon the recording of an instrument terminating The Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in The Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and their respective heirs, successors, and assigns shall have an exclusive right of occupancy of that portion of The Condominium property that formerly constituted his or her Unit.

16-3. Recording Required. No termination of The Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Rockingham County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either;

(a) be signed by Owners holding the requisite voting power for its adoption; or

(b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 17

CONSENT OF FIRST MORTGAGEE

17-1. Notwithstanding any other provision of this Declaration, the Bylaws, or Regulations, so long as a mortgagee is the holder of a construction mortgage lien conveyed to it by The Declarant covering one or more of the Units, and unless all construction mortgagees shall have given their approval. The Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate The Condominium;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area.

ARTICLE 18

UNIT MORTGAGEE

FNMA/FHLMC REQUIREMENTS

18-1. Notwithstanding any other provision of this Declaration, the Bylaws, or Residency Regulations, it shall require the prior written approval of two-thirds (2/3) of the mortgagees (based on one vote per first mortgagee) holding mortgages recorded in the Rockingham County Registry of Deeds constituting first liens on Units within The Condominium, or the mortgagees of such number of Units to which two-thirds (2/3) of the voting power in The Association appertains, in order for The Association or its Board of Directors to be entitled to:

- (a) by act or omission, seek to abandon or terminate The Condominium (and subject to the requirements of New Hampshire RSA 356-B:34 land Section "19-2" below);
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area;

(e) change the pro rata interest or obligations of any Unit in order to levy Assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the common elements. As used in this Section "18-1." only, the word "Owner" shall not include The Declarant.

18-2. No provision of this Declaration, the Bylaws, or the Residency Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or The Common Area or any portions thereof.

18-3. Notices. The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages of a Unit in the event:

(a) that any condemnation or casualty loss occurs which affects a material portion of The Condominium or the mortgaged Unit;

(b) of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by The Association;

(c) of any action that requires the consent of a special percentage of mortgage holders; or

(d) of or for a particular Unit, any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

To obtain this information, the holder, insurer, or guarantor of a mortgage on a Unit must submit a written request and notice to The Association that specifies his/her/its particular interest.

18-4. Any mortgage holder, insurer, or guarantor of any first mortgage that is secured by a Unit of The Condominium may have an audited statement prepared of the Unit Owners' Association accounts for the preceding fiscal year, at the expense of the individual or entity making the request, if the mortgage holder, insurer or guarantor submits a written request for such an audited statement and pays the estimated fee for such audited statement in advance upon request by the Unit Owners Association. For purposes of this section, Unit Owners' Association shall include The Association and each sub-Association.

ARTICLE 19

NOTICES

19-1. All notices hereunder and under the Bylaws and The Act to The Association and The Board shall be sent by United States certified mail to The Board at DEL RAY PLACE ADULT COMMUNITY CONDOMINIUMS ASSOCIATION, c/o Robert J. Peterson, PO Box 732, Pelham, New Hampshire 03076, or to such other address as The Board may designate, from time to time, by notice in writing to all Owners. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may

have designated to The Board. All notices shall be deemed to have been given when mailed, except notices of change of address that shall be deemed to have been given when received, and except as otherwise provided herein.

19-2. No act or omission by the Unit Owners to terminate The Condominium for any reason other than substantial destruction or condemnation of the Submitted Land shall be valid or effective unless approved by eligible mortgagees of Units to which at least sixty-seven percent (67%) of the voting power of The Association appertains, and unless Unit Owners holding eighty percent (80%) or more of the voting power of The Association concur.

ARTICLE 20

EASEMENTS

20-1. The Declarant reserves the right to convey easements to any utility companies including, without limitation, cable, communications, electric, gas, water, sewer and other utilities, which easements are necessary or desirable for The Condominium. All such easements do hereby take precedence over the Unit Owners' right and title in and to their Units and The Common Area, and this right shall pass to The Association upon the completion and transfer of the last Unit to a third party.

ARTICLE 21

SEVERABILITY

21-1. 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 or enforceability of the balance of this Declaration.

ARTICLE 22

GENDER

22-1. 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. The use of the neuter gender shall be deemed to include the masculine or feminine whenever the context so required.

ARTICLE 23

INTERPRETATION

23-1. 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 24

OPTION TO CONTRACT

24-1. Option to Contract. Except as set forth in Article "15" above, regarding the water system and any necessary easements, The Declarant hereby expressly declines any reservation of the rights to withdraw any part of the "Submitted Land" from this Declaration or The Condominium, and has, therefore, not created any "Withdrawable Land" within The Condominium.

ARTICLE 25

STATUTORY WARRANTY AGAINST STRUCTURAL DEFECTS

25-1. The Declarant warrants against structural defects in:

- (a) each of the Units for one year from the date such Unit is conveyed; and
- (b) all of The Common Area for one year.

The one year referred to in the previous sentence shall begin as to each of The Common Areas whenever the same has been completed or if later, at the time the first Unit therein is conveyed. For the purposes of this paragraph, no Unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components constituting any Unit or Common Area which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration, or replacement. Nothing in this paragraph shall be construed to make The Declarant responsible for any items of maintenance relating to the Units or Common Areas.

25-1-1. EXCEPT AS SET FORTH IN SECTION “25-1.” ABOVE, OR IN ANY OTHER WRITTEN WARRANTY OR HOME OWNER’S INSURANCE POLICY DELIVERED BY THE DECLARANT TO ANY UNIT OWNER, THE DECLARANT, ON BEHALF OF ITSELF AND ITS WHOLLY-OWNED SUBSIDIARIES, HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND EXCEPT FOR ANY WARRANTIES IMPLIED BY LAW AND NOT SUBJECT TO EXCLUSION, THERE ARE NO WARRANTIES IN FAVOR OF ANY UNIT OWNER OR THE ASSOCIATION WHICH EXTEND BEYOND THE EXPRESS WARRANTIES SET FORTH IN SECTION “25-1.” ABOVE. THE TERM OF ANY WARRANTIES OF THE DECLARANT IMPLIED BY LAW AND NOT (A) SET FORTH IN SECTION “25-1.” ABOVE; OR (B) SUBJECT TO EXCLUSION, SHALL END ONE YEAR AFTER (A) THE ISSUANCE OF ANY OCCUPANCY PERMIT; OR (B) AFTER THE DATE ON WHICH THE FIRST THIRD PARTY UNIT OWNER TAKES TITLE TO THE UNIT, WHICHEVER IS LATER TO OCCUR.

THE DECLARANT EXPRESSLY DISCLAIMS RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, AND THE SAME ARE EXPRESSLY EXCLUDED FROM THE WARRANTIES REFERRED TO HEREIN. THE DECLARANT RESERVES THE RIGHT TO SUBSTITUTE FOR ANY MATERIALS, EQUIPMENT, AND APPLIANCES TO BE USED IN THE UNITS AND BUILDINGS DESCRIBED HEREIN AND TO CHANGE THE SIZE, NUMBER, AND LOCATION OF BUILDINGS, UNITS, AND OTHER IMPROVEMENTS.

THE DECLARANT IS NOT RESPONSIBLE FOR VARIATIONS IN DIMENSIONS FROM ONE UNIT TO ANOTHER OF SIMILAR DESIGN.

Signed under seal on October _____, 2020.

Del Ray Place, LLC, Declarant

Witness

Robert J. Peterson, Manager

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, ss.

_____, 2020.

Before me, personally appeared Robert J. Peterson, Manager of Del Ray Place, LLC, and acknowledged that he executed the foregoing instrument as his free act and deed for the purposes expressed therein, being duly authorized.

Justice of the Peace – David M. Groff
My commission expires: 4.8.2020

EXHIBIT A

LEGAL DESCRIPTION

Certain tracts of land, with the buildings and improvements thereon, in Windham, Rockingham County, New Hampshire, bounded and described as follows:

A. DEL RAY PLACE I:

Lot 24-F-602

A certain tract or parcel of land in the Town of Windham, County of Rockingham and the State of New Hampshire, located on the northerly side of Ryan Farm Road, shown as lot No. 602 on a plan entitled "Del Ray Place, a 55+ Community, Map 24 BLK F, Lots 601-605 & 625-627, Ryan Farm Road, Windham, New Hampshire"; Scale: 1"=60'; Dated April 5, 2017; Prepared by The Dubai Group, Inc. (to be recorded at the Rockingham County Registry of Deeds), being more particular described as follows:

Beginning at a point located at the southeast corner of Lot 602, at the northerly sideline of said Ryan Farm Road;

thence N 61°51'37" W a distance of 325.00' to a point, and being the point of curvature along the arc of a curve concave the northeast, having a radius of 475.00', a central angle of 25°26'59", an arc length of 210.99' to the point of tangency;

thence N 36°24'38" W a distance of 59.92' to a point, and being the point of curvature along the arc of a curve concave to the southwest, having a radius of 225.00', a central angle of 95°46'05", an arc length of 376.08' to the point of tangency;

thence S 47°49'21" W a distance of 461.78' to a point, being the southwest corner of said Lot 602 and the southeast corner of Lot 601;

thence N 42°10'39" W a distance of 385.69' to a point at the end of a stonewall;

thence along said stonewall the following courses:

N 79°18'29" E, a distance of 206.60' to a point;

N 79°40'01" E a distance of 92.32' to a drill hole found;

N 74°43'46" E a distance of 29.70' to a drill hole found;

S 89°04'10" E a distance of 28.77' to a drill hole found;

N 80°48'02" E a distance of 76.26' to a point;

N 84°37'44" E a distance of 46.43' to a point;

N 79°28'30" E a distance of 71.73' to a point;

N 81°36'57" E a distance of 211.34' to a point;

N 82°54'05" E a distance of 144.09' to a point;

N 82°05'04" E a distance of 204.91' to a point;

N 13°40'58" W a distance of 231.54' to a point;

N 44°57'57" E, a distance of 98.30' to a point;

N 49°29'08" E, a distance of 203.45' to a drill hole found;

N 57°24'36" E, a distance of 54.90' to a point, and being the northeast corner of said Lot 602;

thence S 09°26'13" E, along the easterly boundary of said Lot 602, a distance of 896.30' to point;
thence S 28°08'23" W, a distance of 100.00' to the Point of Beginning;
Said tract or parcel contains 426,967 square feet, or 9.802 acres.
Subject to a slope and drainage easement along said Ryan Farm Road and approximately the westerly half of Lot 602.
Subject to Powerline Utility Easement.

Lot 24-F-627

A certain tract or parcel of land in the Town of Windham, County of Rockingham and the State of New Hampshire, located on the southerly side of Ryan Farm Road, shown as lot No. 627 on a plan entitled "Del Ray Place, a 55+ Community, Map 24 BLK F, Lots 601-605 & 625-627, Ryan Farm Road, Windham, New Hampshire"; Scale: 1"=60'; Dated April 5, 2017; Prepared by The Dubai Group, Inc. (to be recorded at the Rockingham County Registry of Deeds), being more particular described as follows:

Beginning at a point located at the northeast corner of Lot 627, at the southerly sideline of said Ryan Farm Road;

thence S 13°49'03" W a distance of 67.02' to a point, being the southeast corner of said parcel of land;

thence N 84°38'30" W a distance of 394.92' to a point at the junction of stonewalls;

thence N 87°12'06" W a distance of 172.81' to a point in the stonewall;

thence N 87°26'11" W a distance of 25.57' to a point in the stonewall, and being the southwest corner of said Lot 627;

thence N 28°08'23" E a distance of 286.54' to a point at the southerly sideline of said Ryan Farm Road, and being the northwest corner of said Lot 627;

thence S 61°51'37" E a distance of 396.91' to a point, being the point of curvature along the arc of a curve to the northeast, having a radius of 525.00', a central angle of 14°19'18", an arc length of 131.23' to the point of tangency, and being the Point of Beginning.

Said tract or parcel contains 89,711 square feet, 2.059 acres.

Subject to slope and drainage easement.

Subject to Powerline Utility Easement.

B. DEL RAY PLACE II:

Lot 24-F-626

A certain tract or parcel of land in the Town of Windham, County of Rockingham and the State of New Hampshire, located on the southerly side of Ryan Farm Road, shown as lot No. 626 on a plan entitled "Del Ray Place, a 55+ Community, Map 24 BLK F, Lots 601-605 & 625-627, Ryan Farm Road, Windham, New Hampshire"; Scale: 1"=60'; Dated April 5, 2017; Prepared by The Dubai Group, Inc. (to be recorded at the Rockingham County Registry of Deeds), being more particular described as follows:

Beginning at a drill hole found in a stonewall, located at the southwest corner of Lot 626;

Thence N 00°00'00" W a distance of 0.64' to a point, located at the southerly sideline of said Ryan Farm Road, and being the point of curvature along the arc of a curve concave to the

northwest, having a radius of 275.00', a central angle of 41°57'48", an arc length of 201.41' to the point of tangency;

Thence N 47°49'21" E a distance of 559.90' to a point, and being the point of curvature along the arc of a curve concave to the southwest, having a radius of 175.00', a central angle of 95°45'57", an arc length of 292.50' to the point of tangency;

thence S 36°24'38" E a distance of 59.92' to a point, and being the point of curvature along the arc of a curve concave to the northeast, having a radius of 233.20', a central angle of 25°26'29", an arc length of 233.20' to the point of curvature at the northeast corner of said Lot 626;

thence S 28°08'23" W a distance of 286.54' to a point in a stonewall;

thence along a stonewall the following courses:

N 87°26'11" W a distance of 245.93' to a point;

N 88°04'36" W a distance of 292.55' to a drill hole found;

N 88°33'54" W a distance of 350.81' to a drill hole found;

N 88°30'39" W a distance of 69.01' to a drill hole found and being the Point of Beginning.

Said tract or parcel contains 298,396 square feet, or 6.850 acres.

Subject to slope and drainage easement along said Ryan Farm Road.

Subject to Powerline Utility Easement.

C. DEL RAY PLACE III:

Lot 24-F-601

A certain tract or parcel of land in the Town of Windham, County of Rockingham and the State of New Hampshire, located on the northerly side of Ryan Farm Road, shown as lot No. 601 on a plan entitled "Del Ray Place, a 55+ Community, Map 24 BLK F, Lots 601-605 & 625-627, Ryan Farm Road, Windham, New Hampshire"; Scale: 1"=60'; Dated April 5, 2017; Prepared by The Dubai Group, Inc. (to be recorded at the Rockingham County Registry of Deeds), being more particular described as follows:

Beginning at a point located at the southeast corner of Lot 601 and the southwest corner of Lot 602, at the northerly sideline of said Ryan Farm Road;

thence N 42°10'39" W a distance of 385.69' to a point at the end of a stonewall;

thence S 79°18'29" W a distance of 43.32' to an iron pipe found;

thence S 06°36'46" E a distance of 219.57' to an iron pipe found;

thence S 83°23'14" W a distance of 40.00' to an iron pipe found;

thence N 87°52'24" W a distance of 364.14' to a point, and being the point of curvature along the arc of a curve concave to the northeast, having a radius of 25.00', a central angle of 49°02'43", an arc length of 21.40' to the point of tangency at the easterly sideline of Field Road;

thence along said Field Road the following courses:

S 38°51'36" E a distance of 22.49' to a point, and being the point of curvature along the arc of a curve concave to the southwest, having a radius of 450.00', a central angle of 13°17'06", an arc length of 104.34' to the point of tangency;

S 25°34'29" E a distance of 64.63' to a point, and being the point of curvature along the arc of a curve concave to the northeast, having a radius of 25.00', a central angle of 64°25'32", an arc length of 28.11' to the point of tangency at the northerly sideline of said Ryan Farm Road;

thence N 89°59'59" E, along said Ryan Farm Road, distance of 166.60' to a point, and being the

point of curvature along the arc of a curve concave to the southwest, having a radius of 525.00', a central angle of $14^{\circ}30'54''$, an arc length of 133.00' to the point of tangency';
thence with a reverse curve concave to the northwest, having a radius of 225.00', a central angle of $56^{\circ}41'32''$, an arc length of 222.63' to the point of tangency;
thence N $47^{\circ}49'21''$ E a distance of 98.12' to the Point of Beginning.

Said tract or parcel contains 128,368 square feet, or 2.947 acres.

Subject to a drainage easement located approximately the easterly half of said Lot 601.

Subject to an access easement for the benefit of Lot 47, beginning at Field Road and terminating at a point located along the northerly boundary of said Lot 601 and the southerly boundary of said Lot 47.

EXHIBIT “B”

BY-LAWS OF

DEL RAY PLACE ADULT COMMUNITY CONDOMINIUMS

I. **Board of Directors.** The Affairs of Del Ray Place I and Del Ray Place II shall each be conducted by a Board of three (3) Directors. The Affairs of Del Ray Place III shall be conducted by Declarant or by Declarant’s Assignee, so long as common ownership of the three (3) Units within Del Ray Place III is maintained. The Affairs of the Association of all Owners shall be conducted by a Board of seven (7) Directors, comprised of The Declarant or Declarant’s Assignee, two (2) Directors selected by the Board of Del Ray Place II, and four (4) Directors selected by the Board of Del Ray Place I. The Directors of the Association of all Owners may, but need not, be members of the Boards of Del Ray Place I and II.

A. **Election.** At each annual meeting, subject to the provisions of sub-paragraph F hereof, the Owners shall elect a Board of Directors for the forthcoming year; provided, however, the first Board of Directors elected hereunder may be elected at a special meeting duly called, said Board of Directors to serve until the first annual meeting held thereafter. Nominations for the Board of Directors may be made from the floor at the annual meeting. The Boards of Del Ray Place I and II shall appoint board members to serve on the Board of Directors of the Association of all Owners, along with Declarant or its assignee.

B. **Term.** Members of each Board of Directors shall serve for a term of one (1) year. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation, or removal; provided that if any member ceases to be an Owner, his/her membership on the Board of Directors shall thereupon terminate.

C. **Resignation and Removal.** Any member of a Board of Directors may resign at any time by giving written notice to the President or Manager, and any member may be removed from membership on a Board of Directors by an affirmative vote of all Owners of that Association. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal, or any other cause, the remaining Directors shall elect a successor Director to serve until the next meeting of the Association of Owners, at which time said vacancy shall be filled for the unexpired term.

D. **Power and Authority of the Board of Directors.** The Board of Directors of the Association of all Owners, for the benefit of the Condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the Common Expense Fund hereinafter provided for, the following:

1. Snow removal for areas within Del Ray Place I and Del Ray Place II, if desired, the expense of which shall be assessed solely to Owners of Units within those sub-Associations; and for other

necessary utility services for the Clubhouse, the expense of which shall be assessed to Owners of all Units;

2. A policy or policies of fire insurance as the same are more fully set forth in Article 3 of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Area, and Limited Common Area, payable as provided in Paragraph 3-6 of the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium Unit, if any;

3. A policy or policies as the same are more fully set forth herein insuring the Board of Directors, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common Area and Limited Common Areas, and their invitees, or tenants), incident to the ownership and/or use of the property, and including the personal liability exposure of the Owners, incident to such ownership and/or use, in amounts not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, or for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage, each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement, wherein the rights of named insured under the policy or policies shall not be prejudiced by his, her or their action against another named insured;

4. Workmen's compensation insurance, to the extent necessary to comply with any applicable laws;

5. The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Board of Directors, as well as such other personnel or property as the Board of Directors may determine shall be necessary for the operation of the Common Area, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

6. Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of the Declaration;

7. Painting, maintenance, repair and all landscaping of the Common Area and Limited Common Area, and furnishings and equipment for the Common Area, in Del Ray Place I and Del Ray Place II as the Board of Directors of each sub-Association shall determine are necessary and proper; and the Board of Directors of each sub-Association shall have the exclusive right and duty to acquire the same for the Common Area and assess the cost thereof as a Common Expense, or if acquired for a Limited Common Area, to assess the cost thereof to the Owners of the Units with which the Limited Common Area is associated; provided, however, that the interior surfaces of each Unit in Del Ray Place II shall be painted, maintained and repaired by the Owners thereof; provided further that all maintenance of each Unit in Del Ray Place I shall be at the sole cost and expense of the particular Owner;

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

9. Maintenance and repair of any Unit, or Limited Common Area, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or preserve the appearance and/or value of the Condominium, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors. In such cases, the Board of Directors shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair.

10. The Board of Directors of the Association of all Unit Owners, and the Boards of the sub-Associations, shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from its common expense fund upon vouchers approved by that Board of Directors and issued to its Treasurer for payment.

11. The Board of Directors shall have the exclusive right to act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the Condominium. The provisions of RSA 356-B:6 shall govern the disposition of any condemnation funds.

E. **Meetings of the Board of Directors.** Five (5) members of the Board of Directors of all Unit Owners shall constitute a quorum and, if a quorum is present, the decision of at least four (4) of those present shall be the act of the Board of Directors. The votes of the Boards of the Del Ray Place I and Del Ray Place II sub-Associations shall require a majority for any decision. Each Board of Directors shall annually elect all of the officers of the Association or sub-Association as set forth in Paragraph III of these By-Laws, such officers to be elected from among the members of the Board of Directors. The meeting for the election of officers shall be held at a meeting of the Board of Directors to be called immediately following the annual meeting of the Association of Owners. Other meetings of the Board of Directors may be called, held and conducted in accordance with such Condominium Rules as any Board of Directors may adopt. Any Board of Directors may also act without a meeting by unanimous written consent of its members.

F. **Declarant Performs Functions.** Until a date two (2) years from the date of this Declaration or until Units representing 67% of the undivided interest in the Common Areas have been sold, whichever occurs first, the rights, duties, and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant. The Declarant shall have the option at any time after the date of the execution of the Declaration to turn over to the Association of Owners the responsibility of electing all of the members of the Board of Directors, or to turn over to a sub-Association the responsibility of electing all of the members of its Board of Directors.

II. **Meetings.** The presence throughout any meeting of the Association of all Unit Owners or of a sub-Association of 25% of Units, in response to notice to all Owners of record given in accordance with Paragraph II-A of these By-Laws, shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Association of all Unit Owners or a sub-Association upon the affirmative vote of all of the Owners present and voting, provided that a quorum is present as provided above. The Association or a sub-Association may also act without a meeting by unanimous written consent of all Unit Owners of the Association or of a sub-Association.

A. **Annual Meetings.** There shall be a meeting of the Association of all Unit Owners on the Third Saturday of June of each year at 2:00 p.m. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board of Directors delivered to all Owners not less than twenty-one (21) days prior to the date fixed for said meeting. At the annual meeting, the Board of Directors shall present a statement of the Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, with the allocation thereof to each Owner. Unless changed by vote of the Association at such annual meeting, or at some subsequent duly called meeting of the Association, the assessment presented by the Board of Directors and determined pursuant to Paragraph IV-A of the By-Laws shall be the assessment for the fiscal year, subject to the provisions for additional assessment by the Board of Directors pursuant to Paragraph IV-A of these By-Laws. The fiscal year is hereby designated to be January 1, through December 31. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting. The sub-Associations for Del Ray Place I and Del Ray Place II shall conduct annual meetings using the same format and following the same procedures at a date and time within thirty (30) days after the annual meeting of the Association of all Unit Owners.

B. **Special Meeting.** Special meetings of the Association or any sub-Association may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Owners having at least 50% of the total votes and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. Said notices shall specify the date, time, and place of the meeting, and the matters to be considered thereat.

III. **Officers of Association.** The officers of the Association of all Unit Owners and of each sub-Association shall be a President, Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer and the offices of the President and Vice President may, by vote of the Association or a sub-Association at any annual meeting, be combined as one office. All officers, after Declarant shall have relinquished its power to exercise the rights, duties, and functions of the Board of Directors pursuant to Paragraph I-F of these By-Laws, shall be Owners of Condominium Units. Officers shall be annually elected and may be removed and replaced by the applicable Board of Directors. The Board of Directors may in its discretion require that all officers within The Condominium be subjected to fidelity bond coverage in favor of the Association of Owners.

A. **President.** Each President shall preside at all meetings of the Association or the applicable sub-Association and of each Board of Directors; and may exercise the powers ordinarily allocable to the presiding officer of an Association including the appointment of committees.

B. **Vice President.** Each Vice President, if chosen, shall perform the functions of the President in the absence or inability of the President.

C. **Secretary.** Each Secretary shall keep minutes of all proceedings of each Board of Directors and of the meetings of the Association or applicable sub-Association and shall keep such books and records as may be necessary and appropriate.

D. **Treasurer.** Each Treasurer shall be responsible for the fiscal affairs of the Association or sub-Association; but may delegate the daily handling of income and expense payments to the authorized Manager of the Condominium Association. In addition, each Treasurer of a sub-Association shall furnish to the Treasurer of the Association of all Unit Owners such information as may be requested or required for furnishing in a timely fashion a lien certificate to any Owner in accordance with the provisions of Article 10-2 of the Declaration.

IV. **Common Expenses.**

A. **Assessments.**

1. Within thirty (30) days prior to the annual meeting, the Board of Directors of the Association of all Unit Owners, and the Board of Directors of each sub-Association, shall estimate the net charges to be paid during the following year (including a reasonable provision for working capital, reserves, contingencies and replacements and less any expected income and any surplus from the prior year's operation). Said "estimated cash requirement" shall be assessed to the Owners of the Association of all Unit Owners, and/or Owners of Units within the applicable sub-Association. Declarant shall be liable for the amount of any assessment against completed Units owned by Declarant. If the estimates prove inadequate for any reason, including nonpayment of any Owner's Assessments, any Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this Paragraph to the Board of Directors imposing the assessment in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as that Board of Directors shall designate;

2. The rights, duties and functions of all Boards of Directors set forth in this Paragraph shall be exercised by Declarant for the period ending thirty (30) days after the election of the first Board of Directors hereunder;

3. The omission by any Board of Directors before the expiration of any year, to fix the Assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Owners from the obligation to pay the assessments or any installment thereof for that or any subsequent year; but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Amendments to this Paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself/herself from liability for his or her contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his/her Unit.

4. The Treasurer of each Association and sub-Association, or a Manager if appointed, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Area and Limited Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and Limited Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient hours on weekdays.

B. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be the separate, distinct and personal debt and obligation of the Owner against whom the same is assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any condominium plus interest at the rate of three percent (3%) per month, and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment by the Board of Directors of the Association of all Unit Owners. The said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

1. Tax and special assessment liens on the Unit in favor of any assessing body and special district, and
2. All sums unpaid on a first mortgage of record on the Unit, except to the extent that such lien is entitled to priority over a first mortgage as provided in RSA 356-B:46(I)(c).

A certificate executed and acknowledged by a majority of the Board of Directors of all Unit Owners stating the indebtedness secured by the lien upon any Unit created hereunder, shall be conclusive upon every Board of Directors and every Owner as to the amount of such indebtedness on the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or prospective purchaser of a Condominium upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be completed within ten (10) days, all unpaid Common Expenses that become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request or, in the case of a Purchaser, such Purchaser shall take title free and clear of such lien. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and, upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors of all Unit Owners shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the

satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors of all Unit Owners or by a bank or trust company or title insurance company authorized by that Board of Directors; such sale is to be conducted with provisions of law applicable to the exercise of powers of sale or foreclosure in deed of trust or mortgage or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

V. **Audit**. Any Owner may at any time at his/her own expense, cause an audit or inspection to be made of the books and records of any Manager and any Board of Directors. Any Board of Directors at its discretion and as a Common Expense may obtain an audit of all books and records pertaining to the Condominium and furnish copies thereof to the Owners.

VI. **Resale of Units**. In the event of resale of a Unit, the Treasurer of the Association of all Unit Owners shall, within ten (10) days after request thereof is made by a Unit owner, prospective purchaser or prospective mortgagee, provide a certificate stating such of the following information as is requested:

A. The amount of unpaid assessments currently levied against that Unit, as set forth in paragraph IV above; and a statement that there is no right of first refusal or other restraints on the free alienability of the Condominium Units;

B. A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years;
;

C. A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors;

D. A copy of the income statement and balance sheet of the unit owners' association for the last fiscal year for which such statement is available;

E. A statement of the status of any pending suits or judgments in which the unit owners' association is a party defendant;

F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner; and

G. A statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments.

(h) A copy of the condominium declaration, by-laws, and any formal rules of the association.

(i) A statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

The Treasurer shall charge a reasonable fee, not to exceed Ten Dollars (\$10.00), for the issuance of such certificate.

VII. **Arbitration of Disputes**. In the event of a dispute concerning the condominium between the Owners, between any Owner and the Association or sub-Association, between the Association or any sub-Association and its Board of Directors, or between any Owner and any Board of Directors, such dispute shall be submitted to binding arbitration pursuant to the rules and Condominium Rules of the American Arbitration Association then in effect.

EXHIBIT "C"

CONDOMINIUM RULES

DEL RAY PLACE ADULT COMMUNITY CONDOMINIUMS

These Condominium Rules are adopted for the benefit of all Owners of Condominium Units at the Del Ray Place Adult Community Condominiums ("The Condominium"). They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of The Condominium, and protecting and enhancing the value of the Owner's property. They are not designed to unduly restrict or burden the use of the property.

All Owners at The Condominium and their families, tenants, guests, invitees, and licensees are expected to abide by these Rules that are meant to supplement the provisions of the Declaration and By-Laws.

1. ADDITIONS TO EXTERIOR OF BUILDING. Changes or additions, hanging plants, name signs, designs, etc., affecting the appearance of the exterior of buildings are to be made only with the consent of the Board of Directors of All Unit Owners of The Condominium ("The Board"). In no event shall television, radio, other antennas, satellite dishes, or other receptors of electronic intelligence transmissions be attached to any Unit, Building or Common Area. Standard American flags only may be flown outside or attached to the outside of Units for the twenty-four (24) hours of Memorial Day and Independence Day without the prior approval of The Board. Any such regulations will be subject to Section 207 of the Telecommunications Act of 1996, which directed the Federal Communications Commission to enact regulations to prohibit restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite ("DSB") service, multichannel multipoint distribution service ("MMDS" or "wireless cable"), or television broadcast signals.
2. NOISE. Everyone will be expected to exercise extreme care to avoid unnecessary noise; and at no time are musical instruments, radios, phonographs, or televisions to be so loud as to disturb others. Noise levels shall be reduced after 10:00 p.m. so that neighbors are not disturbed.
3. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, food, pet debris, and other waste are to be disposed of only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area.
4. OUTDOOR EQUIPMENT. Bicycles, sporting goods, toys, cooking equipment, baby carriages, lawn furniture, and other personal articles and equipment shall not be left outside of a Unit, and when in use outside of a Unit shall be maintained and used in accordance with Rule 5. Deck furniture may be used and left on decks subject to the approval of The Board.
5. IMPROPER USE OF COMMON AREA. There shall be no use of Common Area that injures or scars the Common Area, or the trees or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance, or annoyance to other Owners in

their enjoyment of The Condominium.

6. OUTSIDE ACTIVITIES: There shall be no organized sports activities, picnicking, or fires, except in areas approved by The Board. Only charcoal fires in protective metal barbecue containers may be used in such approved areas and provided that such fires are carefully guarded and not hazardous to buildings or property.

7. PLANTINGS. Owners will be permitted to plant shrubs, vegetables, and flowers in areas approved by The Board. Such plantings shall be at the Owner's expense and subject to standards as to location, use, and maintenance established by The Board from time to time.

8. SPEED LIMIT. The speed limit for all vehicles within The Condominium is 10 mph.

9. CHILDREN AND GUESTS. Owners and tenants shall be held responsible for the actions of their family, guests, invitees, and licensees. If occupancy by tenants or guests creates a nuisance to other Owners, The Board shall have the right to require that the offensive tenants or guests leave.

10. PASSKEY. The Board may retain a passkey to each Unit. No Owner may alter any lock or install a new lock on any door leading into the Unit of such Owner without the prior consent of The Board. If such consent is given, the Owner shall provide The Board with a key for its use. It is not intended that an Owner's privacy be intruded upon, and such key shall not be used except in a personal or property emergency to gain access to such Unit.

11. PAYMENT OF ASSESSMENT. All Assessments for Common Expenses are due and payable by check or money order on the first day of each month. Payment shall be made at The Association office on or adjacent to the Premises, if any, or shall be mailed to the Treasurer of The Association at the address designated for that purpose.

12. CONSENT REVOCABLE. Any consent or approval of The Board or its authorized agent given under these Rules shall be revocable at any time.

13. COMPLAINTS. Complaints or violation of these Rules should be made to The Board or its authorized agent either orally or in writing. If the complaint is made to the authorized agent and the Owner is not satisfied with the result, or if there is no authorized agent at that time, the complaint should be made in writing to The Board. If The Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by The Board as to what action, if any, has been taken.

14. AMENDMENT. These Condominium Rules may be revised in any way at any time by The Board as conditions warrant, provided that a written communication is sent to each Owner advising him of the change, with the exception of the provision of Rule 15, below.

15. PROOF OF AGE OF EACH RESIDENT. Not more than once each year, each resident of each Unit within the Condominium shall, upon request by the Board of Directors, submit to The Association proof of the age of each resident by submitting:

- A. a copy of a valid driver's license; or
- B. a copy of a military service identification card; or
- C. a copy of a passport; or
- D. a copy of a resident alien card; or
- E. an affidavit, duly authorized, sufficient to reasonably meet the requirements of 24 CFR 100.307 to establish compliance with The Federal Fair Housing Act, and the exemption for "elderly housing."

This Rule may not be amended except at an annual meeting at which at least ninety percent (90%) of the Unit Owners:

- A. are present and voting; and
- B. vote in favor of such change.

16. PETS. No animals, livestock, or poultry, except two (2) domesticated household pets, consisting of dogs and/or cats, shall be kept anywhere within the Condominium. Fish aquariums not in excess of twenty (20) gallons, and caged birds weighing less than 10 pounds, are exempt from this rule.

17. RIGHT TO GRANT WAIVERS. So long as Declarant or its assignee maintains common ownership of the three (3) Units within Del Ray Place III, Declarant shall have the right to waive enforcement of any rule as it pertains to Del Ray Place III only, with the exception of the requirements of Rule 15.