

**DECLARATION OF CONDOMINIUM
OF
339 OCEAN BOULEVARD CONDOMINIUM**

WHEREAS, 339 OCEAN BOULEVARD CONDOMINIUM, LLC, a New Hampshire Limited Liability Company, having a mailing address of 11 Lafayette Road, North Hampton, NH 03862, is the sole owner of the land and buildings to be described herein, located in Hampton, in the County of Rockingham and State of New Hampshire, hereby declares its intent to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by New Hampshire Revised Statutes Annotated, Chapter 356-B, The Condominium Act. The owner shall henceforth be called "Declarant and/or Developer" for purposes of this Declaration, and said terms shall apply to the owner, its successors and assigns. 339 Ocean Boulevard Condominium is located at 339 Ocean Boulevard, Hampton, County of Rockingham and State of New Hampshire.

I. DEFINITIONS

The terms herein shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

A. Association means the 339 Ocean Boulevard Condominium Association and its successors.

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- B. **Common Area** means the area, facilities, and all portions of the Condominium other than units but including the limited common areas.
- C. **Limited Common Area** means those areas reserved for the exclusive use of one or more of the units but less than all of the units.
- D. **Common expenses** include all expenditures lawfully made or incurred by or on behalf of the unit owners' association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments.
- E. **Commercial Units** means those five (5) units located on the first floor of the Condominium which shall be used for commercial and not residential purposes.
- F. **Residential Units** means those twenty-four (24) units located on the second, third, fourth and fifth floors of the Condominium which shall be used for residential and not commercial purposes.
- G. **Eligible Mortgage Holder** means the holder of a first mortgage on a unit who has requested notice of or must be provided notice of certain matters from the Association in accordance with the By-Laws and this Declaration.
- H. **Institutional Lender** 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, or any other lender appointed by the Declarant.

- I. **Singular, plural, gender:** Wherever the context so permits, the use of the singular, the plural, and the use of any gender shall be deemed to include all genders.
- J. **Exclusive right to operation of specific primary businesses in the Commercial Units:** Declarant shall designate the initial, exclusive rights to operate a specific primary business in each of the Commercial Units; thereafter, the Commercial Unit Owners holding a majority of the voting rights relative to the five (5) Commercial Units shall make amendments to those rights.
- K. **Primary Business:** This term shall describe the fundamental nature of the business to be operated in a given commercial unit. For example: "jewelry store" shall be the fundamental nature of a business; however a "gift shop" would be allowed to sell a piece of jewelry as long as jewelry was not the primary business of the gift shop.

II. LEGAL DESCRIPTION BY METES AND BOUNDS OF THE LAND SUBMITTED FOR CONDOMINIUMS AS REQUIRED BY R.S.A. 356-B:16(c):

A certain parcel or tract of land together with the buildings thereon located on the westerly side of Ocean Boulevard in Hampton, County of Rockingham and State of New Hampshire and being more particularly described as follows:

Beginning at a point in the westerly side line of Ocean Boulevard at the southeasterly corner of the within described premises and at the northeasterly corner of land now of Hampton House Hotel, Inc. and proceeding N 65° 36' 23" W for a distance of 149.79 feet to a 4" x 4" granite bound with dill hole found flush; thence turning and proceeding N 30° 34' 32" E for a distance of 72.67 feet to a 2" iron rod found flush; thence turning and proceeding N 78° 41' 11" W for a distance of 26.23 feet to a " iron pipe found 0.1" below grade thence turning and proceeding N 25° 30' 37" E for a distance of 85.40 feet to a 1" iron pipe found crimped – flush; thence turning and proceeding S 75° 21' 32" E for a distance of 188.95 feet to a ½" iron pin

found 0.7' below ground; thence turning and proceeding along the westerly side line of Ocean Boulevard S 30° 43' 11" W for a distance of 184.82 feet to the point of beginning.

Meaning and intending to convey the same premises conveyed to 339 Ocean Boulevard Condominium, LLC by Ann Marie E. Clemence, Trustee of the Ann Marie E. Clemence Revocable Trust by deed dated October 2, 2013 and recorded in Rockingham County Registry of Deeds at Book 5484, Page 1241 and by deed of Bertram M. White and Darlene M. White dated October 2, 2013 and recorded in Rockingham County Registry of Deeds at Book 5484, Page 1248.

Also see Condominium Site Plan entitled: "Condominium Site Plan Map 275, Lots 61 and 67, 339 Ocean Boulevard Condominium Hampton New Hampshire" dated 9/16/13 by Jones & Beach Engineers, Inc. and being recorded in Rockingham County Registry of Deeds as Plan #D- 37970.

III. DESCRIPTION OF THE BOUNDARIES OF THE UNITS INCLUDING THE HORIZONTAL BOUNDARIES AS WELL AS THE VERTICAL BOUNDARIES AS REQUIRED BY R.S.A. 356-B:16(d):

The Condominium consists of a total of twenty-four (24) residential units and five (5) commercial units, which are located in one (1) structure. The residential units shall be numbered 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306, 401, 402, 403, 404, 405, 406, 501, 502, 503, 504, 505 and 506 and shall be located on the second, third, fourth and fifth floors. The commercial units shall be numbered 101, 102, 103, 104, and 105 and shall be located on the first floor. All units are shown on the Floor Plans entitled "339 Ocean Boulevard Condominium, LLC, 11 Lafayette Road, North Hampton, NH" by John Tuttle, AIA, dated September 17, 2013 and recorded in Rockingham County Registry of Deeds as Plan No. D-37970. For specific dimensions and elevations of said units see said Floor plans which are by reference thereto incorporated herein and made a part hereof. The following definition shall control construction of the phrase 'boundaries':

1. Vertical Boundaries

(i) Perimeter Walls: the unfinished interior surface thereof.

(ii) Doors and Door Frames: for commercial units: the exterior surface of the doors and door frames; for residential units: the interior surface of the doors and door frames.

(iii) Windows and window frames: for commercial units: the exterior surface of the windows and window frames; for residential units: the interior surface of the windows and window frames.

(iv) Chimney/Flues: the unfinished or undecorated interior surfaces of any fireplaces of flues.

2. Horizontal Boundaries

(i) Floor: the unfinished top surface of the subfloor of the lowermost floor (i.e., the Unit includes any finished floor coverings, including tile and flooring finishes).

(ii) Ceiling: the unfinished interior surface of the uppermost ceiling (and in the case of attic space where there is no covered ceiling, to the lower surface of the rafters).

Each unit shall include all improvements located within its boundaries as described herein and the space enclosed by said boundaries (including interior partitions and floor/ceiling assemblies), and the balcony attached thereto, except any Common Area which may be located therein.

IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

1. Each of the residential units shall be assigned as Limited Common Area two (2) parking spaces as shown on the said Condominium Site Plan. The assignments of parking spaces shall be made by the Declarant and documented in the out sale deeds to each unit. Once all of the units have been conveyed, the Declarant shall cause to be recorded in Rockingham County Registry of Deeds at Schedule of Parking Space Assignments which shall confirm and further document the aforementioned assignments of two (2) parking spaces, as Limited Common Areas, for each of the residential units.

2. Commercial Units 101, 102, 103, 104 and 105 are assigned as Limited Common Area the respective paved area to the east of each unit as shown on the aforementioned Condominium Site Plan.

3. Commercial Unit 105 is assigned as Limited Common Area the area located above the two stair towers and the area in front of (to the East) the elevator tower as shown on the aforementioned Condominium Floor Plans. Included in this assignment of Limited Common Areas to Unit 105 are all conduits, cables and electrical services and wiring connecting Unit 105 with the said Limited Common Areas for telecommunications equipment.

4. One of the Commercial Units shall be a "restaurant" and to that unit is assigned as Limited Common Area the venting system to the outside of the building together with all conduits, cables and electrical services and wiring and plumbing to connect the restaurant unit with said venting system.

5. Parking spaces 3 and 4, 5 and 6, and 7 and 8 each shall come with a car lift to allow for over/under parking. To the units which are assigned these spaces, the said car lift equipment is assigned as Limited Common Area.

V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS.

There are no common areas, which may be subsequently converted or assigned as Limited Common Areas.

VI. ALLOCATION TO EACH UNIT OF AN UNDIVIDED INTEREST IN THE COMMON AREAS IN ACCORDANCE WITH R.S.A. 356-B:17.

The following shall constitute the undivided interest in the common areas attributable to each unit:

<u>Unit</u>	<u>Undivided Interest in Common Area</u>
101	2.579
102	3.807
103	3.791
104	1.687
105	.789
201	4.024
202	3.824
203	3.768
204	3.763
205	3.824
206	2.635
301	4.024
302	3.824
303	3.768
304	3.763
305	3.821
306	2.631
401	4.024
402	3.824
403	3.768
404	3.765

405	3.824
406	2.635
501	4.024
502	3.824
503	3.768
504	3.763
505	3.824
506	<u>2.635</u>
Total	100%

VII. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS, AS REQUIRED BY NEW HAMPSHIRE R.S.A. 356-B:16(h).

The units, common area, and limited common area shall be occupied subject to the following restrictions:

A. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium units; including, but not limited to the right to maintain models, having signs identifying units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show units for sale. All furniture and furnishings and equipment in the model units, signs, and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Developer. In the event there are unsold Condominium units, Developer's right as the owner of said unsold units shall be the same as all other unit owners in the Condominium; and the Developer, as the owner of the Condominium units, shall contribute the common expenses in the same manner as other

Condominium unit owners and shall have a vote in the Association for each unsold Condominium unit.

B. Except as herein provided, none of the twenty-four (24) residential units shall be used for any purpose except residential purposes. Except as provided herein, the five (5) commercial units may be used for any purpose allowed by the Zoning and Planning rules and regulations for the Town of Hampton.

C. None of the commercial units may be used for any of the following purposes:

- tattoo or related businesses;
- sales of knives;
- martial arts gear or weaponry;
- sales of smoking and/or drug paraphernalia, or similar products of any kind;
- fireworks;
- adult entertainment uses, including adult entertainment books, videos and related paraphernalia or similar products and services of any kind;
- pet related businesses, pet day care, or similar pet uses; child day care or adult day care; or
- night clubs and similar nighttime entertainment businesses or other businesses that emit loud music or loud noise.

D. Commercial unit 101 may engage in the primary business of -----[to be determined]----- . The purpose of this section is to confirm that commercial units 102, 103, 104, and 105 may not engage in the primary business of -----[to be

determined]-----.

E. Commercial unit 102 may engage in the primary business of -----[to be determined]-----. The purpose of this section is to confirm that commercial units 101, 103, 104, and 105 may not engage in the primary business of ----[to be determined]--
-----.

F. Commercial Unit 103 may engage in the following primary business -----
[to be determined]-----. The purpose of this restriction is to confirm that commercial units 101, 102, 104, 105 may not engage in the primary business of of -----
----[to be determined]-----.

G. Commercial Unit 104 may engage in the primary business -----[to be determined]-----. The purpose of this restriction is to confirm that commercial units 101, 102, 103, and 105 may not engage in the primary business of -----[to be determined]-----.

H. Commercial Unit 105 may engage in the primary business -----[to be determined]-----. The purpose of this restriction is to confirm that commercial units 101, 102, 103, and 104 may not engage in the primary business of -----[to be determined]-----.

I. The above initial rights to operate a specific primary business in each of the Commercial Units shall be made by the Declarant and thereafter, a majority of the voting rights for the Commercial Units shall make amendments to those rights. Under no circumstances shall a unit owner lose his/her right to a specific primary business without

his/her consent. However, if a Commercial Unit is not operated for its specific primary business on a continuous basis, then that specific primary business right shall lapse and become available to the other Commercial Unit owners.

J. Nothing shall be done or kept in any unit or in the Common Areas or Limited Common Areas, which will increase the rate of insurance in those areas without the prior written consent of the Owners' Association. No owner shall permit anything to be done or kept in his unit or in the Common Areas or Limited Common Areas which will result in the cancellation of insurance of any unit or any part of the Common Areas or Limited Common Areas, which would be in violation of any law. No waste will be permitted in the Common Areas or the Limited Common Areas.

K. No sign of any kind, towels, blankets or laundry of any kind, shall be displayed to the public view on or from any residential unit without the prior written consent of the Board of Directors. The signage for the commercial units shall be established by and thereafter regulated pursuant to the Zoning and Planning Regulations of the Town of Hampton. Display of the United States Flag shall be regulated by RSA 356-B:47-a and rules and regulations adopted thereunder by the Owners' Association and any applicable Zoning and Planning Regulations of the Town of Hampton.

L. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in any of the Common Areas or Limited Common Areas without the express written permission of the Board of Directors. Pets shall be allowed only with the written permission of the Board of Directors and such permission may be withdrawn should the

pets become a nuisance to other unit owners.

M. No noxious or offensive activities shall be carried on in any unit or in the Common Areas or Limited Common Areas, nor shall anything be done therein which may become an annoyance or nuisance to the other unit owners. The building shall be a non-smoking building in all areas. The usual and customary operation of the businesses in the five (5) commercial units shall not be considered an "annoyance" or a "nuisance" hereunder.

N. There shall be no storage of boats or motor homes without the express prior consent of the Declarant until such time as the Owners' Association is formed; thereafter, such prior consent must be obtained from the Board of Directors for the Owners' Association. Such prior consent must be requested and obtained for each separate exception to this rule and such consent may be withdrawn if, in the opinion of the Board of Directors, the storage has become a nuisance.

O. There shall be no violation of the rules of the use of the units, Common Area, or Limited Common Area as adopted by the Owners' Association and furnished in writing to the owners. The Declarant, until such time as the Owners' Association is formed, and thereafter the Owners' Association are authorized to adopt such rules. Such rules shall not restrict the operation of the five (5) commercial units provided such operations are in compliance with both the land use regulations and zoning for the Town of Hampton and the condominium documents.

P. Insofar as may be necessary, the Developer and persons that they may select shall

have the right of ingress and egress over, upon, and across the Common Area and Limited Common Area and the right to store materials thereon and to make such other use thereof as may be reasonable, necessary, and incidental to construction and complete development and sale of the project, but the Declarant and the persons to whom he has granted this permission shall not unduly interfere with the unit owners or persons living in the units and their rights to use the Common Area and Limited Common Area and facilities.

Q. No owner shall paint or otherwise decorate or change the appearance or the type of exterior siding of any portion of the exterior of his/her unit. Furthermore, for those commercial units which elect to cover or board up the front of the unit, those units shall adhere to the "plan for store front covering". Said plan shall be prepared by Declarant and shall be provided to the commercial unit owners at time of unit purchase.

R. No residential unit owner shall make any alterations to his/her unit; provided, however, any unit owner shall have the right to make interior decorating improvements or any interior changes which do not affect any facilities, which are shared with the other units.

S. Hours of operation for the commercial units shall be regulated by the Town Ordinances, the land use regulations and the Zoning Ordinance of the Town of Hampton and the following specifics:

Hours of operation shall be between 5:00 a.m. and 1:00 a.m., seven (7) days a week. No loud music will be allowed at any time and between the hours of 5:00 a.m. and

8:00 a.m. and between 10:00 p.m. and 5:00 a.m. there shall be no music or loud activity of any kind.

T. No parking spaces on the property shall be provided with or appurtenant to the commercial units and the owners of the commercial units shall take all reasonable steps to insure that neither their employees nor customers use the parking spaces provided for the residential unit owners.

VIII. MANNER OF DETERMINING APPROPRIATE ACTION FOLLOWING DAMAGE TO ANY PORTION OF THE CONDOMINIUM BY FIRE OR OTHER CASUALTY AS REQUIRED BY R.S.A. 356-B:16(i).

- A. **Common Area:** If the casualty loss is to a Common Area, it shall be reconstructed or repaired at the expense of the Association.
- B. **Unit and Limited Common Area:** If the casualty loss is to a unit or to the limited common area assigned thereto, it shall be reconstructed or repaired at the expense of the unit owner. Such reconstruction or repair shall be commenced within 60 days of the loss and completed within 120 days of the loss; provided, however, that the owner shall have the option not to reconstruct; but if he does not do so, he will, within 60 days of the loss, convey his interest in the unit and the Common Areas to the Association.
- C. **Reconstruction and Repair:** Any reconstruction of or repair to a unit shall be identical to the previous design and dimensions of the original unit.
- D. **Estimate of Costs:** Immediately after determination to rebuild or repair damaged property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the cost thereof are insufficient, assessments shall be made against the unit owner(s) who own the damaged unit(s), and against all unit owners in case of damage to the Common Area, in sufficient amount to provide funds for the payment of such cost. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. such assessments on account of damage to Common Areas shall be in proportion to the owner's share of the Common Areas.

F. Construction Funds: The funds for payment of costs or reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association or by the Insurance Trustee appointed by the Association and funds collected by the Association from assessments against unit owners and shall be disbursed in payment of such costs in the following manner:

1. If the insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand (\$10,000.00) Dollars, then the sum shall be paid by the Association to an individual in trust, and said individual shall be appointed by the Association for this specific purpose and shall be known as the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and

disburse the same in payment of costs of reconstruction and repair.

2. The proceeds of insurance collected on account of casualty and the sums collected from unit owners as assessments on account of casualty shall constitute a construction fund from which the Association or the Insurance Trustee, as the case may be, shall disburse in payment for costs of reconstruction or repair in the following manner:

a. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association or the Insurance Trustee, as the case may be, to the unit owner or, if there is a mortgagee endorsement as to said unit, then to the unit owner and the mortgagee jointly who may use proceeds as they may be advised.

b. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Ten Thousand (\$10,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of Ten Thousand (\$10,000.00) Dollars.

c. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work and upon approval of any mortgagee requesting notice of such payments.

d. Surplus. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial owners of the funds in the proportion in which they contributed.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursements from the construction fund are to be upon the order of the Association or an architect or otherwise, nor to determine whether a disbursement is to be made from the construction fund, nor to determine the payee nor the

amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessment paid by the owner. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all such matters and stating that sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

IX. EASEMENTS

Easements are reserved to the Condominium as may be required for utility services in order to adequately serve the property, which include, without limitation, water, electric, telephone, cable television, satellite and internet services. The easements hereby reserved extend all Areas where said utilities are located.

X. CHANGES IN PRICE--ALTERATION OF UNIT PLANS

To meet the particular requirements of prospective purchasers, or to allow for the changes in price of labor and material and for other reasons, the Declarant reserves the right, so long as it is the owner of any unsold units, to change the price of any such units. No change in price of a

unit, however, will vary the estimated annual common charges for the unit or its percentage of interest in the common elements or its membership in the Association.

The Declarant also reserves the right to change the design and arrangement within any unit so long as it owns the unit so altered. Such change shall neither increase the number of units nor alter the boundaries of the common elements. Any such change shall be reflected by an amendment to this Declaration, which may be executed by the Declarant alone, notwithstanding the provisions of Section XI of this Declaration.

XI. AMENDMENTS

A. This Declaration of Condominium, for all items except exclusive rights to operate specific businesses in the Commercial Units, may be amended by a vote of the owners holding sixty-seven percent (67%) of the total voting power of the association and by an instrument in writing signed, acknowledged, and recorded as provided by New Hampshire R.S.A. 356-B:11 and such amendment shall be effective upon recording in the office of the Registry of Deeds in Rockingham County, State of New Hampshire, subject to the following:

- i. **Notice:** Notice of the subject matter of a proposed amendment shall be included in notice of any meeting at which the proposed amendment is to be considered.
- ii. **Pro viso:** No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners affected shall consent; and no amendment shall change any unit or the share of Common Areas appurtenant to it, or increase an owner's share in the Common Areas unless all the record owners of the units concerned and all the record owners of mortgages thereon shall join in the execution of the

amendment; however, anyone dealing with the Association or attempting to establish title to a particular unit in the absence of actual knowledge of discrimination on the part of the Association of unit owners may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the Rockingham County Registry of Deeds if said amendment is signed, acknowledged, and recorded in compliance with Article XI of this Declaration. The amendment of this Declaration shall not make any change in the section entitled "Insurance" or in the section entitled "Manner of Determining Appropriate Action Following Damage to any Portion of the Condominium by Fire or Other Casualty" unless all the owners and all the record owners of mortgages on units in the Condominium shall join in the execution of the amendment.

Furthermore, no amendment to this Declaration shall adversely impact the use and operation of the commercial units without the consent of a majority of the commercial unit owners.

B. Amendments to the Declaration for exclusive rights to operate specific primary businesses in the Commercial Units shall be made as follows:

Until the Declarant has transferred control of the Condominium to the Unit Owner's Association, the Declarant shall make the assignment of exclusive rights to operate specific primary businesses by amendment to the Declaration. Thereafter, the holders of a majority of the voting rights for the Commercial Units shall make such amendments to the Declaration.

C. No amendment to this Declaration shall alter any of the conditions of approval for

the Condominium imposed by the Hampton Planning Board in its decision of June 19, 2013, Application No. 13-017.

XII. MAINTENANCE, ALTERATION, AND IMPROVEMENT

Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

A. By the Association: The Association shall maintain, repair, and replace all portions of the Common Areas. Said duties shall include without limitation, the responsibility to plow and remove snow from the condominium property and to maintain the landscaping. To the extent necessary, excess snow accumulation shall be trucked from the premises at the expense of the Association.

The Condominium property is subject to certain Storm Water Management requirements. The Declarant and then the Association through its Board of Directors shall have the obligation to comply with the provisions of the "Stormwater Management and Operation Maintenance Manual" prepared by Jones and Beach and dated October 11, 2013. A copy of the Manual is attached as Appendix B. An annual report and certification of the operation and maintenance plan shall be submitted to the Hampton Town Planner, with three (3) copies, by December 31st of each year by the Declarant and thereafter by the Association once the Association is in place. The plan cannot be amended or terminated except upon written approval of the Town of Hampton Planning Board. The cost to the Association for the Stormwater Management requirements shall be assessed among the Unit Owners, as part of the Common Expenses.

B. By the Unit Owner: The unit owner(s) shall maintain, repair, and replace all portions of his/her individual unit and the limited common areas assigned to their unit, except for the responsibility to plow and remove snow from the parking areas which is to be performed by the Condominium Association. The Commercial Unit owners shall be responsible for all window glass for their individual units and snow removal from the Limited Common Areas assigned to their units.

C. Unit Alteration and Improvement: Any unit owner may make any improvements or alterations within his unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the condominium. But no unit owner shall do anything which would change the exterior appearance of his unit or of any other portion of the condominium except to such extent and subject to such conditions as the condominium instruments may specify.

D. Common Areas Alteration and Improvement: After completion of the improvements included in the Common Areas which are contemplated by this Declaration, there shall be no alteration nor further improvement of the Common Areas without prior approval in writing by the record owners of all of the units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of at least sixty-seven percent (67%) of the owners' voting power, which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. The share of any cost not

so assessed shall be assessed to the other unit owners in the shares, which their shares in the Common Areas bear to each other.

XIII. ASSESSMENTS

Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus. Each unit's proportionate share shall hereafter be determined and controlled pursuant to the following schedule:

<u>Unit</u>	<u>Unit Area</u>	<u>Percentage of Undivided Interests In Common Areas</u>
101	1,107 sq. ft.	2.579%
102	1,634 sq. ft.	3.807%
103	1,627 sq. ft.	3.791%
104	724 sq. ft.	1.687%
105	338 sq. ft.	.789%
201	1,727 sq. ft.	4.024%
202	1,641 sq. ft.	3.824%
203	1,617 sq. ft.	3.768%
204	1,615 sq. ft.	3.763%
205	1,641 sq. ft.	3.824%
206	1,131 sq. ft.	2.635%
301	1,727 sq. ft.	4.024%
302	1,641 sq. ft.	3.824%
303	1,617 sq. ft.	3.768%
304	1,615 sq. ft.	3.763%
305	1,640 sq. ft.	3.821%
306	1,129 sq. ft.	2.631%
401	1,727 sq. ft.	4.024%

402	1,641 sq. ft.	3.824%
403	1,617 sq. ft.	3.768%
404	1,616 sq. ft.	3.765%
405	1,641 sq. ft.	3.824%
406	1,131 sq. ft.	2.635%
501	1,727 sq. ft.	4.024%
502	1,641 sq. ft.	3.824%
503	1,617 sq. ft.	3.768%
504	1,615 sq. ft.	3.763%
505	1,641 sq. ft.	3.824%
506	1,131 sq. ft.	2.635%
Total	42,916 sq. ft	100%

For items of common expenses and surplus which relate only to the five (5) commercial units, each commercial unit owner shall be liable for a proportionate share of those common expenses and shall be entitled to a proportionate share of common surplus.

For items of common expenses and surplus which relate only to the twenty-four (24) residential units, each residential unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a proportionate share of common surplus.

A. Interest, Application of Payments: Assessments not paid within ten (10) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to assessment.

B. Lien for Assessment: The lien for unpaid assessments as provided in New

Hampshire Revised Statutes Annotated Chapter 356-B:46 shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien from the date when due until paid. All payments upon account shall be first applied to interest and then to assessment.

XIV. ASSOCIATION

The operation of the Condominium shall be by an unincorporated or incorporated Association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

- A. **Name:** The name of the Association shall be 339 OCEAN BOULEVARD CONDOMINIUM ASSOCIATION.
- B. **Powers and Duties:** The Association shall have all of the powers and duties as set forth in the Condominium Act except as limited by this Declaration and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws as amended from time to time.
- C. **Membership in the Association:**
 - 1. **Qualification:** The members of the Association shall consist of all the record owners of the units.
 - 2. **Change of Membership:** Change of membership in the Association shall be established by recording in the Registry of Deeds for Rockingham County, State of New Hampshire, a deed establishing record title to a unit in the Condominium. The owner designated by such instrument shall thereby become a

member of the Association. At such time the membership of the prior owner shall be thereby terminated.

3. **Voting Rights:** Each unit owner shall be entitled to cast the voting power proportionate to the undivided interest in the common areas appertaining to their unit, as set forth in Article III of the By-Laws. Where there shall be more than one person having legal title to a unit and more than one person shall be present at any meeting of the Association, the vote pertaining to that unit shall be cast only in accordance with the unanimous agreement of such persons.

4. **Restraint Upon Assignment of Shares in the Association:** The share of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her unit.

D. **Board of Directors:** The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

E. **Indemnification:** Every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer of the Association, or any settlement thereof, whether or not he is an agent or officer at such time the expenses are incurred, except in such cases where in the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties;

provided that in the event of a settlement the indemnification hereby shall apply only when the Owners' Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

F. Limitation Upon Liability of the Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association 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.

G. By-Laws: The By-Laws of the Association shall be in the form attached hereto as Appendix A.

H. Property and Trust: All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration of Condominium.

XV. INSURANCE

A. Insurance to be Obtained. The Board of Directors shall obtain and maintain, or shall cause to be covered under policies obtained by the Association, insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereafter 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 the Owners as a

Common Expense. The named insured shall be the Association, individually, and as agent for the Owners and their Institutional Lenders.

i. Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the Condominium building, including without limitation, all such portions of the interior of such buildings as are, for insurance purposes, normally deemed to constitute part of the building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, and common heating and lighting fixtures, and the common furnishings, such insurance being in an amount at least equal to the full replacement value of the building and to be payable to the Board as agents for the Owners and their mortgagees as their respective interests may appear.

ii. Public Liability Insurance shall be maintained in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Association, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium and all Owners, together with other persons entitled to occupy a Unit or other portion of the Condominium and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within an Owner's Unit.

iii. Fidelity insurance coverage for any officer, agent or employee of the Association who either handles or is responsible for funds that the Association holds or administers, with coverage equal to the maximum funds that will be so entrusted, in any event not less than one year of assessments on both Units. A managing agent that handles funds for the Association must provide its own fidelity insurance policy with the coverage described herein.

iv. Such other insurance as the Board may determine or as may be required by law.

B. General Insurance Provisions. The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for above, and shall periodically review with the insurer or insurance agent, the coverage under said policies, and make any necessary changes in such policies.

i. The Board shall see that all policies of physical damage insurance provided for above, shall contain waivers of subrogation by the insurer as to claims against the Declarant, the Association, its employees, members of the Board, and Owners, except in cases of arson or fraud. All policies:

(a) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the Owners over which the Association has "no control";

(b) Shall provide that such policies may not be cancelled 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;

(c) 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;

(d) Shall exclude policies obtained by Owners from consideration under any "no other insurance" clause;

(e) 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 or employees, nor cancelled for non-payment of premiums;

(f) Shall contain a "loss payable" clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and

(g) Shall contain the standard mortgage clause naming the mortgagees of the Units.

C. Individual Policies. Any Owner and any mortgagee may obtain at its own expense additional insurance (including a "Unit Owner's endorsement") for improvements and

betterments to a Unit made or acquired at the expense of the Owner. Such insurance should contain the same waiver of subrogation provision as that set forth above. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, vandalism or malicious mischief, theft, personal liability and the like.

- i. Each Owner may obtain additional insurance for that Owner's benefit and at that Owner's expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board as set forth above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by Owners), shall be filed with the Association.
- ii. Each Owner should obtain insurance for that Owner's benefit and at that Owner's expense, insuring all personal property not commonly held presently or hereafter located in the Owner's Unit or Limited Common Area. The insurance purchased by the Board of Directors will not insure any Owner's personal property.
- iii. Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to the Owner's Unit (except personal

property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained as set forth above, of any such improvements.

iv. Each Owner should obtain liability insurance with respect to that Owner's ownership and/or use of the Unit.

XVI. PARTITION

There shall be no judicial partition of the Condominium or any part thereof, nor shall the Declarant or any person acquiring any interest in the Condominium or any part thereof seek any judicial partition until the happening of the conditions set forth in Article VIII of this Declaration in the case of damage or destruction, or unless the property has been removed from the provisions of The Condominium Act as provided in New Hampshire R.S.A. Chapter 356-B:34; provided, however, that if any unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other unit.

XVII. INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operating of a condominium project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

XVIII. SEVERABILITY

The provisions hereof shall be deemed dependent and severable and the invalidity or partial invalidity or unenforceability of any one provisions or portion hereof shall not affect the validity or enforceability of any other provision hereof unless the purposes of this Declaration cannot be achieved in the absence of the invalid provision.

XIX. WARRANTY AGAINST STRUCTURAL DEFECTS

The Declarant hereby warrants against structural defects each of the units for one (1) year from the date each is conveyed by Declarant and all of the Common Areas for one (1) year from the date same are completed. For purposes of this warranty, "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. This warranty shall pertain to new construction only – items the Declarant constructed. Nothing in this warranty shall be construed to make the Declarant responsible for any items of maintenance relating to the units or Common Areas.

XX. PROTECTION OF FIRST MORTGAGEES

A. Notwithstanding any other provision of this Declaration, the By-Laws or any Regulations, unless all of the Eligible Mortgage Holders holding first mortgages on the Units have given their prior written approval after having received timely written notice of any proposed action (such approval shall be implied when a mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives notice of the

proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested), the Association and Board of Directors shall not be entitled to:

- i. By act or omission seek to abandon or terminate the Condominium.
 - ii. Change the Percentage Interest or obligations of any Unit (i) for the purposes of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) for determining the pro rata share of each Unit in the Common Area;
 - iii. By act or omission seek to abandon, partition, subdivide, encumber, sell, transfer or assign the Common Area (excepting the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, which shall not be subject to this restriction);
 - iv. Use hazard insurance proceeds for losses to the Condominium, including units or Common Area, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.
- B. No provisions of this Declaration, the By-Laws or the Regulations shall be construed to grant to any of the Owners, or to any other party, any priority over the rights of Eligible Mortgage Holders of the Units, as they apply to the distribution of insurance proceeds or condemnation awards for losses to, or a taking of Units and/or Common Area or any portions thereof. Any Eligible Mortgage Holder who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for

the unpaid Common Expenses or Assessments, or dues which accrued prior to the acquisition of title to the Unit by the Eligible Mortgage Holder. Any and all Common Expenses, Assessments or charges that may be levied in connection with the unpaid expenses or Assessments shall be subordinate to the rights of any Eligible Mortgage Holder pursuant to its mortgage on any Unit, to the extent permitted by applicable law. A lien for Common Expense Assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. However, any such delinquent Assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter. An Eligible Mortgage Holder shall not be required to obtain the approval of the Association for the sale of a Unit pursuant to foreclosure.

i. An Eligible Mortgage Holder, upon request to the Board of Directors, will be entitled to:

- Written notification from the Board of Directors of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Declaration which is not cured within sixty (60) days;
- Inspect the books and records of the Condominium at all reasonable times;

- Receive at its own expense a financial statement of the Association's activities within ninety (90) days following the end of any fiscal year for the Condominium;
- Receive written notice of all meetings of the Association;
- Receive prompt written notification from the Board of Directors of any damage by fire or other casualty to the Unit on which the Eligible Mortgage Holder holds a mortgage, or the proposed taking by condemnation or eminent domain of said Unit or the Common Area of the Condominium;
- Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium; and
- Receive written notice of any action which requires the consent of a specified percentage of Eligible Mortgage Holders.

The provisions of this section may not be amended or rescinded without the written consent of all Eligible Mortgage Holders, which consent shall appear or be the subject of certification by the President and Secretary of the Association on an instrument of amendment recorded in the Registry of Deeds, in accordance with this Declaration and the Act.

Notwithstanding the foregoing, the Unit Owners' Association shall retain the rights set forth in RSA 356-B:46 relative to liens for regular monthly common assessments unpaid with respect to the twenty-four (24) residential condominium units and the five (5) commercial condominium units.

XXI. ALTERATION OF UNITS, RELOCATION OF BOUNDARIES AND SUBDIVISION OF UNITS

Section 1. Pursuant to RSA 356-B:30, Alterations Within Units, any unit owner may make any improvements or alterations within his unit that do not impair the structural integrity of any structures or otherwise lessen the support of any portion of the condominium. But no unit owner shall do anything which would change the exterior of his unit or any other portion of the condominium.

Section 2. Pursuant to RSA 356-B:31, Relocation of Boundaries Between Units, this Condominium Declaration hereby expressly permits the relocation of boundaries between adjoining units.

Section 3. Pursuant to RSA 356-B:32, this Condominium Declaration hereby expressly permits the subdivision of any of the commercial units but none of the residential units.

XXII. ARBITRATION

In the event a controversy arises among the owners and/or members of the Board of Directors which results in the parties not being able to arrive at a resolution by mutual agreement, such controversy shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association, Boston, MA with the prevailing party being entitled to his costs and reasonable attorney's fees.

XXIII. EFFECTIVE DATE

This Declaration shall take effect upon recording in the Rockingham County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned has placed its hand on this 15th day of October, 2013.

339 Ocean Boulevard Condominium, LLC

Lisa Merrill
Witness

[Signature]
BY
Richard W. Green, Manager

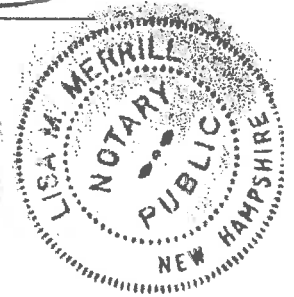
STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

10/15, 2013

Personally appeared the above named Richard W. Green, Manager of 339 Ocean Boulevard Condominium, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said Company. Before me,

Lisa Merrill
Notary Public

My commission expires: _____
LISA M. MERRILL, Notary Public
My Commission Expires March 24, 2015



APPENDIX A

BY-LAWS OF 339 OCEAN BOULEVARD CONDOMINIUM

I. BOARD OF DIRECTORS

The affairs of the Association of Owners shall be conducted by a Board of Directors consisting of five (5) directors, at least one of which shall be the owner of one of the Commercial units. The Declarant shall have all of the powers and duties of the Board of Directors until the Association of Owners is formed.

A. Election and Meetings:

1. Within ninety (90) days after units to which ninety percent (90%) of the undivided interest in the common areas appertain have been conveyed, or within two (2) years from the effective date of this Declaration, whichever occurs first, the Developer shall call the first meeting of the Association.

2. The purpose of this first meeting of the Association shall be to elect the Board of Directors. The meeting shall be conducted by the Developer or the attorney for the Developer.

3. After the election of the Board of Directors, the Board shall choose from among the Board members, the president, vice-president, treasurer, and secretary of the Association.

B. Term: The members of the Board shall serve for one (1) year. At each annual meeting, the Association shall elect a new Board of Directors. Any member shall be elected to the Board of Directors without regard to the number of terms he may have served. For the purposes of this section, a "member" of the Association includes both spouses or joint tenants or tenants in common, and any such person can be elected to the Board of Directors.

C. Resignation and Removal: Any member of the Board of Directors may resign at any time by giving written notice to the president and any member may be removed from membership of the Board of Directors by an affirmative vote of a majority of the owners. 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 annual meeting of the Association of Owners, at which time said vacancy shall be filled for the unexpired term.

D. **Powers and Authority of the Board of Directors:** The Board of Directors, 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 the following:

1. Garbage collection, snow removal, electrical, telephone, and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the units).

2. A policy or policies of insurance as the same are more fully set forth in the Declaration.

3. 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 shall 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.

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

5. Painting, maintenance, repair, and all landscaping of the Common Area and Limited Common Area, and such furnishings and equipment for the Common Area as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Area and access the cost thereof as a common expense.

6. 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-Laws or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration.

E. It shall be the duty of the Board of Directors to prepare an annual budget which shall be presented by the treasurer of the Association at the annual meeting of the Association or at any special meeting of the Association called for the purpose of acting upon budgetary or financial matters. To the extent that subbudgets shall be required for items which shall pertain only to the commercial units or only to the residential units, the Board shall prepare and present said subbudgets at the annual meeting.

F. The Board shall have the right to establish rules and regulations relating to the use of any of the Common Areas and the Rental Policy for the rental of the residential units.

G. The Board of Directors shall act on behalf of each unit owner in condemnation proceedings against the common areas of the condominium.

II. MEETINGS OF THE BOARD OF DIRECTORS AND ASSOCIATION MEETINGS

A. Four (4) members of the Board of Directors shall constitute a quorum and if a quorum is present at any meeting, the decision of a simple majority of those directors present shall constitute an act of the Board of Directors. Any member of the Board of Directors can call a meeting of the board for any purpose relating to the powers and duties of the Board of Directors.

B. The presence, whether by proxy or personal attendance, of twenty (20) unit owners at any meeting of the Association shall constitute a quorum. Unless otherwise provided in the Declaration, any action may be taken at any meeting of the Association of Owners upon the affirmative vote of a majority of the owners present.

C. Within ninety (90) days after the first meeting of the Board of Directors, the Board shall call a special meeting of the Association for the purpose of voting upon a budget for the Association and to vote upon such other matters as the Board shall deem necessary. During the period between the date of the first meeting of the Association and the special meeting, the Board shall prepare a budget for the consideration of the Association for the period prior to the next annual meeting.

D. The annual meeting of the Association shall be held on the anniversary date of the first meeting of the Association, or at such other time as the Board of Directors shall decide.

E. Special meetings of the Association of Owners may be called at any time by any unit owner for the purpose of considering matters which by the terms of the Declaration require the approval of some or all of the unit owners or for such other reasonable purpose approved by the Board of Directors.

III. VOTING PROVISIONS

A. **Each Unit:** Each unit owner shall be entitled to cast the voting power proportionate to the undivided interest in the common areas appertaining to their unit, as set forth in Article VI of the Declaration. Where there shall be more than one person having legal title to a unit and more than one such person shall be present at any meeting of the Association, the vote pertaining to that unit shall be cast only in accordance with the unanimous agreement of such persons.

B. **Proxies.** The votes appertaining to any unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the unit owners or, in cases where the unit owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable

except by actual notice to the person presiding over the meeting, by the unit owner, or by any of such persons that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

C. **Notice of Meetings of the Association.** The secretary of the Board of Directors shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each unit owner notice of the time, place, and purpose or purposes of such meeting. Such notice shall be sent by United States mail, return receipt requested, to all unit owners of record at the address of their units or at such other mailing address as specified by the unit owner and made known to the Board of Directors in writing.

IV. OFFICERS OF ASSOCIATION

The officers of the Association of Owners shall be a president, vice-president, treasurer, and secretary.

A. **President.** The President shall preside at all meetings of the Association of Owners and of the Board of Directors and may exercise the powers ordinarily allowable to the presiding officer of an Association including the appointment of committees.

B. **Vice President.** The Vice President shall perform the duties of the President in the absence of the President.

C. **Treasurer.** The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of income and expense payments to the authorized manager of the Condominium Association.

D. **Secretary.** The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

V. COMMON EXPENSES

A. **Assessments.** During the period beginning with the conveyance of the first unit until the Association shall have voted upon a budget and the amount of the monthly assessments, as provided in these By-Laws, the Developer shall establish the amount of the common expenses

and contract for maintenance services and shall assess each unit owner accordingly.

Upon the said vote of the Association establishing an assessment, the Association shall, thereafter, make all assessments for regular annual expenses and any special assessments.

B. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are 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 foreclosure or waiving the lien securing the same. The Board of Directors, on behalf of the Association, shall have the authority to effect the lien procedures provided in R.S.A. Chapter 356-B:46, with regard to any unpaid assessments.

VI. RENTAL OF UNITS

Any unit owner shall have the right to rent his unit, provided that the occupancy rate and use are in compliance with the Declaration, the applicable zoning/safety regulations, and rules and regulations promulgated by the Declarant or the Board of Directors. Any such tenant shall be bound by the provisions of the Declaration, the By-Laws, and any rules or regulations established by the Declarant or the Board of Directors with regard to the use of the Common Areas. Other than the Declarant, no unit owner shall display a sign on any condominium property which advertises the sale or rental of a unit. The Declarant has established that weekly rentals of the residential units are allowed for the period from May 1st to September 30th. All other rentals shall be for a minimum term of one (1) month.

VII. SALE OF UNITS

In the event that any unit owner (other than the Developer) shall contract to sell or transfer title to his unit, he shall notify the Secretary of the Board of Directors within ten (10) days prior to such sale. The Board of Directors shall provide the seller with a Certificate stating that all assessments relating to the subject unit have been paid. Such Certificates shall be recorded in the Rockingham County Registry of Deeds.

In the event that such assessments shall not have been paid and the seller of a unit shall not satisfy such amounts as of the date of the sale, the Board of Directors shall not issue the said Certificate.

THE FAILURE OF THE SELLER OF ANY UNIT TO ACQUIRE THE SAID CERTIFICATE SHALL BIND THE PURCHASER/GRANTEE TO PAY AND SATISFY ANY UNPAID ASSESSMENTS OF THE SELLER AND THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO ASSERT ALL OF ITS REMEDIES AGAINST SUCH PURCHASER/GRANTEE FOR ANY SUCH UNPAID ASSESSMENTS.

THE FAILURE OF ANY UNIT OWNER TO NOTIFY THE BOARD OF DIRECTORS OF ANY PROPOSED SALE OR TRANSFER, WHETHER COMPLETED OR NOT, SHALL RESULT IN A FINE OF FIFTY (\$50.00) DOLLARS, WHICH SHALL CONSTITUTE A SPECIAL ASSESSMENT AGAINST THAT UNIT.

VIII. RESALE BY PURCHASER (RSA 356-B:58)

In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective unit owner shall have the right to obtain from the Board of Directors of the Owners' Association, upon written request, and within ten (10) days of the receipt of such a request, those statements of condition as set forth in New Hampshire RSA 356-B:58, to wit:

1. Appropriate statements pursuant to RSA 356-B:46, VIII and, if applicable, RSA 356-B:47.
2. A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owner's association within the current or succeeding two (2) fiscal years.
3. 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.
4. 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.
5. A statement of the status of any pending suits or judgments in which the unit owners' association is a party defendant.
6. 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.
7. A statement that any improvements or alterations made to a unit, or the limited common areas assigned thereto, by the prior owner are not known to be in violation of the condominium instruments;
8. A copy of the condominium declaration, by-laws and any formal rules of the association.
9. A statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

The cost to provide these items shall be paid by the prospective unit owner at the time a request for these items is made.

IX. AMENDMENTS

These By-Laws can be amended only by a vote of sixty-seven percent (67%) of the Owners' voting power. Any such amendment shall be recorded at the Rockingham County Registry of Deeds before it shall become effective. Furthermore, no amendment to these By-Laws shall adversely impact the use and enjoyment of the commercial units without the consent of a majority of the voting rights held by the commercial unit owners.

No amendment shall alter any of the Conditions of Approval for the Condominium imposed by the Hampton Planning Board in its decision of June 26, 2013, Application No. 13-017.

IN WITNESS WHEREOF, the undersigned has placed its hand on this 15th day of October, 2013.

339 Ocean Boulevard Condominium, LLC

Lisa Merrill
Witness

BY: [Signature]
Richard W. Green, Manager

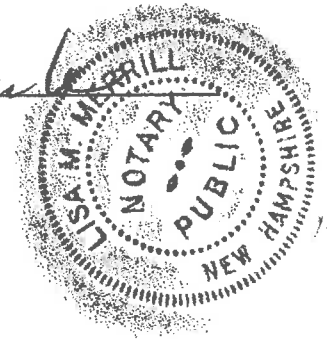
STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

10/15, 2013

Personally appeared the above named Richard W. Green, Manager of 339 Ocean Boulevard Condominium, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said Company. Before me,

Lisa Merrill
Notary Public

My commission expires: LISA M. MERRILL, Notary Public
My Commission Expires March 24, 2015



APPENDIX B

STORMWATER MANAGEMENT OPERATION AND MAINTENANCE MANUAL

**339 Ocean Boulevard Condominiums
Tax Map 275 Lots 61 and 61
339 and 345 Ocean Boulevard
Hampton, NH 03842**



**Prepared by:
Jones & Beach Engineers, Inc.
85 Portsmouth Avenue
P.O. Box 219
Stratham, NH 03885
(603) 772-4746
April 8, 2013
Revised: May 14, 2013
Revised: May 29, 2013
Revised: September 11, 2013
Revised: October 11, 2013
JBE Project No. 12042.1**

Inspection and Maintenance of Facilities and Property

A. Maintenance of Common Facilities or Property

1. The Condominium Association, future owners and assigns are responsible for maintenance of all stormwater infrastructure associated with the facility and the property. This includes all temporary and permanent stormwater and erosion control facilities, roadways, and parking areas both during and after construction. The Condominium Association, future owners and assigns are required to submit three copies of the yearly operations and maintenance report to the Planning Board by a qualified inspector by December 31st of each year. The Condominium Association, future owners and assigns shall be open to working with the Town to achieve the stormwater goals promulgated by the EPA as they become applicable.

B. General Inspection and Maintenance Requirements

1. Permanent stormwater and sediment and erosion control facilities to be maintained on the site include, but are not limited to, the following:
 - a. Catch basins and drain manholes
 - b. Culverts & Outfalls
 - c. Swales
 - d. Vegetation and landscaping
 - e. Parking lots and roadways
 - f. Riprap outlet protection aprons
 - g. Stormtech Isolator Row
 - h. Roof drains

The Town of Hampton reserves the right to inspect the stormwater system in accordance with this manual. Paid receipts for parking lot sweeping, catch basin cleaning and underground detention system inspection shall be retained by the Owner for inclusion in the required Annual Operations and Maintenance Report.

2. Maintenance of permanent measures shall follow the following schedule:
 - a. Normal winter roadway and parking lot maintenance including plowing and snow removal.
 - b. Road and parking lot sweeping at the end of every winter, preferably before the start of the spring rain season.
 - c. **Inspection** of culvert inlets and outlets at least **once per month** during the rainy season (March to November). Any debris is to be removed and disposed of properly.
 - d. **Annual inspection** of the site for erosion, destabilization, settling, and sloughing. Any needed repairs are to be conducted immediately.

- e. **Annual inspection** of site's vegetation and landscaping. Any areas that are bare shall be reseeded and mulched with hay or, if the case is extreme, loamed and seeded or sodded to ensure adequate vegetative cover. Landscape specimens shall be replaced in kind, if they are found to be dead or dying.
- f. **Annual inspection** of catch basins and drain manholes to determine if they need to be cleaned. Catch basins are to be cleaned if the depth of deposits is greater than one-third the depth from the basin bottom to the invert of the lowest pipe or opening into or out of the basin. If a catch basin significantly exceeds the one-third depth standard during the inspection, then it should be cleaned more frequently. If woody debris or trash accumulates in a catch basin, then it should be cleaned on a weekly basis. Manholes should be cleaned of any material upon inspection. Catch basins and manholes can be cleaned either manually or by specially designed equipment including, but not limited to, bucket loaders and vacuum pumps. Before any materials can be disposed, it is necessary to perform a detailed chemical analysis to determine if the materials meet the EPA criteria for hazardous waste. This will help determine how the materials should be stored, treated, and disposed. Grease hoods are to be wiped clean and the rags disposed of properly. Debris obscuring the grate inlet should also be removed.
- g. **Eco-Paver Maintenance System:**

The following recommendations will help assure that the pavement is maintained to preserve its hydrologic effectiveness.

- Sanding for winter traction is prohibited. Deicing is permitted (NaCl, MgCl₂, or equivalent). Reduced salt application is possible and can be a cost savings for winter maintenance. Nontoxic, organic deicers, applied either as blended, magnesium chloride-based liquid products or as pretreated salt, are preferable.
- The pavement surface should be vacuumed 1 time per year, and at any additional times sediment is spilled, eroded, or tracked onto the surface.
- Planted areas adjacent to pervious pavement should be well maintained to prevent soil washout onto the pavement. If any bare spots or eroded areas are observed within the planted areas, they should be replanted and/or stabilized at once.
- Immediately clean any soil deposited on pavers. Superficial dirt does not necessarily clog the paver voids. However, dirt that is ground in repeatedly by tires can lead to clogging. Therefore, trucks or other heavy vehicles should be prevented from tracking or spilling dirt onto the pavement.
- Do not allow construction staging, soil/mulch storage, etc. on unprotected paver surface. Contractor to laydown tarps, plywood or removable item and take care not to track material onto unprotected pavement.
- Written and verbal communication to the porous paver's future owner should make clear the paver's special purpose and special maintenance requirements such as those listed here.
- A permanent sign should be added at the entrance and end of the porous paver area to inform residents and maintenance staff of the special nature and purpose of the pavement, and its special maintenance requirements.

h. StormTech Chamber Systems:

See attached StormTech® Chamber System for Stormwater Management Isolator Row O&M Manual.

i. Roof Drains:

Roof drains should be **inspected annually**, preferably in the fall after leaf drop. Drains should be kept clear, and any debris that may clog a drain such as tennis balls, baseballs, beverage cans, etc. should be removed during each inspection. Every drain should have a clean "leaf" grate present to prevent clogging of the drainpipes. A roof inspection in the late fall should also include the removal of leaves. Outfalls should be inspected to assure a clear drainage path.

WHAT TO LOOK FOR:

Although improper roof drainage can best be observed immediately after a rain storm, most impacted drainage conditions will leave "tell-tale" indications even after standing water has evaporated:

1. **Accumulated Debris.** Debris frequently accumulates in ponding areas. Because water eventually evaporates from impacted areas, a concentric pattern of debris or dirt is a good indication of a ponding condition.
2. **Visible Sagging or Deflection.**
3. **Discoloration of Curbs and Walls.** The discoloration may be due to a build-up of snow or ice, or it may be an indication that water may "back up" during very severe rain storms.


See attached sample forms as a guideline.

Any inquiries in regards to the design, function, and/or maintenance of any one of the above mentioned facilities or tasks shall be directed to the project engineer:

Jones & Beach Engineers, Inc.
85 Portsmouth Avenue
P.O. Box 219
Stratham, NH 03885
T#: (603) 772-4746
F#: (603) 772-0227

Commitment to maintenance requirements

I agree to complete and/or observe all of the required maintenance practices and their respective schedules as outlined above.



339 Ocean Boulevard Condominium, LLC

By: Richard W. Green
Print Name

Manager
Title

10/5/13
Date

FORM C-1

Annual Operations and Maintenance Report

The Condominium Association, future owners and assigns are responsible to perform the maintenance obligations or hire a Professional Engineer to review the site on an annual basis for maintenance and certification of the stormwater system. The Association shall keep receipts and records of all maintenance companies hired throughout the year to submit along with the following form. The annual report and certification shall be submitted with three copies to the Town Planner by December 31st of each year.

Construction Activity	Date of Inspection	Who Inspected	Findings of Inspector
Plunge Pools			
StormTech Underground Infiltration System			
Catch Basin			
Culvert Outfalls			
Rip Rap Outlet Protection			
Roof Drains			

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

**FIRST AMENDMENT TO DECLARATION
OF
339 OCEAN BOULEVARD CONDOMINIUM**

NOW COMES 339 Ocean Boulevard Condominium, LLC, 11 Lafayette Road, North Hampton, NH, being the Declarant of the 339 Ocean Boulevard Condominium, located in Hampton, Rockingham County, New Hampshire, as established by Declaration of Condominium dated October 15, 2013 and recorded in Rockingham County Registry of Deeds at Book 5489, Page 0322, and Kolhath Enterprises, LLC, 32 Exeter Farm Road, Exeter, NH and Karloss Kozal, 38 Third Street, Worcester, MA being the owners of all of the units of said Condominium and hereby AMEND the Declaration of said Sea Spray Condominium as follows:

- 1. Section V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS

This section is hereby deleted in the entirety and replaced with the following:

“V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS.

There are no common areas, other than the areas above the pergolas for Units #501 and #502 and the areas to be used for a venting system for the restaurant unit (Unit 101), which may be subsequently converted or assigned as Limited Common Area.”

- 2. Section IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

This section is hereby amended by the following:

- A. Subsection 4. is supplemented with the following to more accurately describe the location of the venting system to the outside for the restaurant (Unit 101):

“The duct work shall pass through the ceiling of the Fire Room, located to the rear of Unit 101, and will proceed outside of the common walls and stairwell above the Fire Room to the main roof level. It shall be the responsibility of the owner of

Unit 101 to permit for and to construct the entire venting system. All exterior finishes to be identical to the existing building and system shall be weather tight at the roof level."

B. New Subsection 6.

"Units #501 and #502 are hereby assigned as Limited Common Areas those areas above the pergola for each unit for the purpose of installing an awning. The Declarant recommends that such awnings be fixed and not retractable, given the ocean winds that are present at this site."

3. ARTICLE X. CHANGES IN PRICE-ALTERATION OF UNIT PLANS.

This section is hereby amended by the addition of the following new sentence:

"The Declarant also reserves the right, for so long as it or any principal of it is the owner of a unit, to use said unit as a model unit to show construction and finish details to prospective customers of other Green & Company building projects."

The second paragraph of this Section, dealing with the alteration of the design and arrangement of units is hereby deleted in its entirety as its subject matter is more accurately and more completely addressed in ARTICLE XXI. ALTERATION OF UNITS, RELOCATION OF BOUNDARIES AND SUBDIVISION OF UNITS."

In all other respects not inconsistent with the foregoing, the said Condominium Declaration is hereby ratified and affirmed.

WITNESS our hands this 23rd day of July, 2014.

339 Ocean Boulevard Condominium, LLC

Lisa Muhl
Witness

BY: [Signature]
Richard W. Green, Manager

Kolhath Enterprises, LLC

Lisa Muhl
Witness

BY: [Signature]
Jeffrey M. Hathaway, Manager

George Zoghbi
Witness

[Signature]
Karlos Kozal

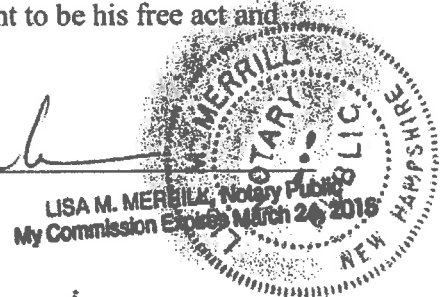
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

July 23, 2014

Personally appeared Richard W. Green, Manager of 339 Ocean Boulevard
Condominium, LLC, and acknowledged the foregoing instrument to be his free act and
deed on behalf of said Company.

Before me,

Lisa Merrill
Notary Public
My Commission Expires:



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

7/24, 2014

Personally appeared JEFFREY HATHAWAY, as MANAGER of Kolhath
Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed
on behalf of said Company.

Before me,

Lisa Merrill
Notary Public
My Commission Expires:



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

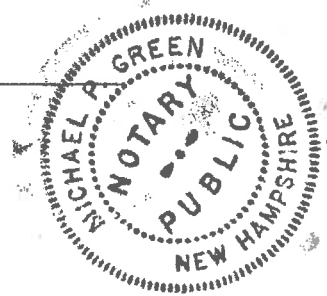
July 23, 2014

Personally appeared Karloss Kozal, and acknowledged the foregoing instrument
to be his free act and deed.

Before me,

Michael P. Green
Notary Public
My Commission Expires:

MICHAEL P. GREEN, Notary Public
My Commission Expires October 16, 2018



**SECOND AMENDMENT TO DECLARATION
OF
339 OCEAN BOULEVARD CONDOMINIUM**

NOW COMES 339 Ocean Boulevard Condominium, LLC, 11 Lafayette Road, North Hampton, NH, being the Declarant of the 339 Ocean Boulevard Condominium, located in Hampton, Rockingham County, New Hampshire, as established by Declaration of Condominium dated October 15, 2013 and recorded in Rockingham County Registry of Deeds at Book 5489, Page 0322, and Kolhath Enterprises, LLC, 32 Exeter Farm Road, Exeter, NH and Karloss Kozal, 38 Third Street, Worcester, MA being the owners of all of the units of said Condominium and hereby AMEND the Declaration of said Sea Spray Condominium as follows:

- 1. Section V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS

This section is hereby deleted in the entirety and replaced with the following:

“V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS.

There are no common areas, other than the areas above the pergolas for Units #501 and #502 and the areas to be used for the venting systems for Units 101, Unit 102 & Unit 106, which may be subsequently converted or assigned as Limited Common Area.”

- 2. Section IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

This section is hereby amended by the following:

New Subsection 7.

Unit #102 & 106 are hereby assigned as Limited Common area the venting system to the outside of the building together with all conduits, cables, and electrical services and wiring and plumbing to connect the unit to said venting system. It shall be the responsibility of the unit owner to permit for and to

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

construct the entire system. All exterior finishes to be identical to the existing building and the system shall be weather tight at the roof level.

In all other respects not inconsistent with the foregoing, the said Condominium Declaration is hereby ratified and affirmed.

WITNESS our hands this 28th day of August, 2014.

339 Ocean Boulevard Condominium, LLC

Lisa Merrill
Witness

BY: [Signature]
Richard W. Green, Manager

Kolhath Enterprises, LLC

[Signature]
Witness

BY: Elizabeth Kolhath member

George Zoghbi
Witness

[Signature]
Karlos Kozal

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

August 28, 2014

Personally appeared Richard W. Green, Manager of 339 Ocean Boulevard Condominium, LLC, and acknowledged the foregoing instrument to be his free act and deed on behalf of said Company.

Before me,

Lisa Merrill

Notary Public

My Commission Expires:

LISA M. MERRILL, Notary Public
My Commission Expires March 24, 2015

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM



Personally appeared Elizabeth Koleszar, as member of Kolhath Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed on behalf of said Company.

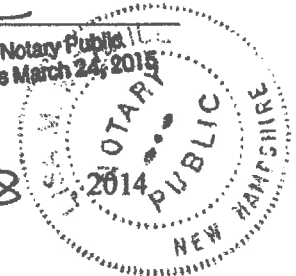
Before me,

Lisa Merrill

Notary Public
My Commission Expires: **LISA M. MERRILL, Notary Public
My Commission Expires March 24, 2015**

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

8/28



Personally appeared Karloss Kozal, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Lisa Merrill

Notary Public
My Commission Expires:

**LISA M. MERRILL, Notary Public
My Commission Expires March 24, 2015**



**THIRD AMENDMENT TO DECLARATION
OF
339 OCEAN BOULEVARD CONDOMINIUM**

NOW COMES 339 Ocean Boulevard Condominium, LLC, 11 Lafayette Road, North Hampton, NH, being the Declarant of the 339 Ocean Boulevard Condominium, located in Hampton, Rockingham County, New Hampshire, as established by Declaration of Condominium dated October 15, 2013 and recorded in Rockingham County Registry of Deeds at Book 5489, Page 0322, and pursuant to RSA 356-B:32, Subdivision of Units hereby AMENDS the Declaration of said Sea Spray Condominium as follows:

I. Pursuant to RSA 356-B:32, III: initial units #102 and #103 have been renumbered to hereafter be identified as Units #102, #106 and #103 and initial unit #105 has been renumbered to hereafter be identified as Units #105 and #107. Allocation of the undivided interest in the common areas appertaining to the new unit:

<u>Unit</u>	<u>Undivided Interest in Common Area</u>
102	2.532%
106	2.532%
103	2.532%
105	.3945%
107	.3945%

Reference is made to Article VI of the Declaration of Condominium.

The hereinafter mentioned amended Condominium Site Plan illustrates the reassignment of Limited Common Areas to these subdivided units and confirms the responsibility for same.

II. Pursuant to RSA 356-B:32, IV: the votes each of the new units shall have in the operation of the Unit Owners' Association shall be proportionate to the undivided interest in the common areas appertaining to their units.

Reference is made to Article XIV, Section C.3. of the Declaration of Condominium.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Proportionate allocate to the new units of the liability for common expenses and right to common profits formerly appertaining to the subdivided units:

<u>Unit</u>	<u>Percentage of Undivided Interest in Common Area</u>
102	2.532%
106	2.532%
103	2.532%
105	.3945%
107	.3945%

Reference is made to Article XIII of the Declaration of Condominium.

III. Pursuant to RSA 356-B:32 V: site and floor plans showing the boundaries of the new units, their dimensions and the new identifying numbers have been prepared, certified as to their accuracy and compliance with this paragraph and recorded in the Rockingham County Registry of Deeds: Site Plan #D - 38455 and Floor Plan #D - 38456.

The purpose and intent of this Amendment is to document that Commercial Units #102 and #103 have been subdivided to create new Commercial Units #102, #106 and #103 and that Commercial Unit #105 has been subdivided to create new Commercial Units #105 and #107. Hereafter there shall be a total of seven (7) and not five (5) Commercial Units. The foregoing Amendment has reallocated the undivided interests in the common areas and the proportionate share of each new unit for the assessment of common expenses.

The rights and duties relative to limited common areas for the initial units #102, #103 and #105 have likewise been reallocated among the new units #102, #106, #103 and #107 pursuant to the above-referenced Amended Condominium Site Plan.

In all other respects not inconsistent with the foregoing, the said Condominium Declaration is hereby ratified and affirmed.

WITNESS our hands this 16th day of September, 2014.

~~339 Ocean Boulevard Condominium, LLC~~

Lisa Kemp
Witness

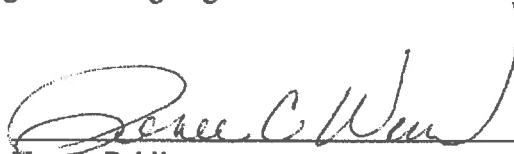
BY: [Signature]
Richard W. Green, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Sept. 16th, 2014

Personally appeared Richard W. Green, Manager of 339 Ocean Boulevard
Condominium, LLC, and acknowledged the foregoing instrument to be his free act and
deed on behalf of said Company.

Before me,



Notary Public

My Commission Expires:

RENEE C. WEILAND, Notary Public
My Commission Expires October 18, 2018



SCHEDULE OF PARKING SPACE ASSIGNMENTS
RE: 339 Ocean Boulevard, Hampton,
Rockingham County, New Hampshire

NOW COMES, 339 Ocean Boulevard Condominium, LLC, the Declarant of 339 Ocean Boulevard Condominium located in Hampton, County of Rockingham, New Hampshire as established by Declaration of Condominium dated October 15, 2013 and being recorded in Rockingham County Registry of Deeds at Book 5489, Page 0322 and pursuant to Article IV, Section 1. of the said Declaration hereby confirms and further documents the parking space assignments which were made in the out sale deeds by Declarant to the initial owners of the residential units as follows:

<u>Unit Number</u>	<u>Parking Spaces Assigned as Limited Common Area</u>
201	10 and 46
202	39 and 40
203	28 and 48
204	18 and 36
205	23 and 37
206	31 and 38
301	13 and 47
302	21 and 25
303	22 and 42
304	32 and 41
305	1 and 19
306	20 and 26
401	12 Up and 12 Down
402	16 and 30
403	17 and 29
404	33 and 34
405	15 and 27
406	11 and 24
501	9 and 35
502	3 and 45
503	7 and 8
504	5 and 6
505	2 and 44
506	14 and 43

ROCKINGHAM COUNTY
 REGISTRY OF DEEDS
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Witness its hand this ^{gm} 19 day of August, 2015

339 Ocean Boulevard Condominium, LLC

Lisa Merrill
Witness

Richard W. Green
BY: Richard W. Green, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

August 19, 2015

Personally appeared the above-named Richard W. Green, as Manager of 339 Ocean Boulevard Condominium, LLC and acknowledged the foregoing instrument to be his free act and deed on behalf of said Company. Before me,

Lisa Merrill
Notary Public
My Commission Expires:

LISA M. MERRILL, Notary Public
My Commission Expires March 13, 2020

