

*Amendment to the*  
DECLARATION OF CONDOMINIUM  
OF  
EASTBLUFF VILLAGE  
A Condominium in  
Meredith, New Hampshire

I.

WHEREAS Creative Concepts, Inc., a New Hampshire corporation, duly established by law, hereinafter referred to as the Grantor, has acquired a certain tract of land situate in Meredith, New Hampshire, by virtue of a Warranty Deed dated May 9, 1969, duly recorded in Belknap County Registry of Deeds, Book 518, Page 23; and

WHEREAS, the said Grantor hereby establishes by this Declaration a Plan for the individual ownership of real property estates consisting of the buildings and the fixtures therein contained, in each of the individual units as hereafter defined, a Plan of the joint ownership of all improvements on the premises, which is hereafter defined and referred to herein as the "Common Elements", and the co-ownership by the separate owners thereof as tenants in common of all of the real property which is hereafter defined and referred to herein as the "Common Areas", and/or the "Limited Common Areas"

II.

DEDICATION: Now, therefore, said Grantor, the fee owner of the following described real property, to wit: A portion of the premises situate in Meredith, New Hampshire, described in Warranty Deed of Holiday Properties, Inc., to Creative Concepts, Inc., dated May 9, 1969, recorded in Belknap County Registry of Deeds bounded and described as follows:

Commencing at an iron pin set in the ground at the northeasterly corner of the within described tract of land and the northwesterly corner of land of Creative Concepts, Inc.; thence proceeding on a course of south fifty-three degrees twelve minutes west ( S 53° 12' W ) along the stonewall as shown on the Plan referred to below a distance of one hundred twenty-one and five tenths (121.5) feet to a point; thence continuing on a course of south fifty-four degrees eight minutes west ( S 54° 8' W ) a distance of one hundred sixty-eight and no tenths (168.0) feet to an iron pin set in the ground at the northeast corner of the Commercial Parcel which is not a part of the Condominium Parcel as shown on said Plan; thence turning and running on a course of south twenty-three degrees thirty-two minutes east ( S 23° 32' E ) along said commercial parcel a distance of six hundred sixty four and four tenths (664.4) feet to an iron pin set in the ground at the northerly bound of the entrance to the Condominium Parcel as shown on said Plan; thence turning and running on a course of south sixty degrees fourteen minutes west ( S 60° 14' W ) a few feet more or less to the easterly sideline of U.S. Route 3; thence turning and running in a generally southeasterly direction along the easterly sideline of U. S. Route 3 to an iron pin set in the ground at the northwest corner of the C. C. I. Parcel as shown on said Plan; thence turning and running on a course of north sixty-seven degrees fifty-two minutes east ( N 67° 52' E ) a distance of one hundred and no tenth (100.0) feet to an iron pin set in the ground at the northeast corner of the aforesaid C. C. I. Parcel; thence turning and running on a course of south twenty-five degrees fifty-six minutes east ( S 25° 56' E ) a distance of one hundred eleven and one tenths (111.1) feet to an iron pin set in the ground at land now or formerly of Carlisle; thence turning and running on a course of north sixty twenty-nine minutes east ( N 60° 29' E ) on said Carlisle land a distance of two hundred forty-six and no tenths (246.0) feet to an iron pin set in the ground at the westerly bound of the fifty foot right of way as shown on said Plan; thence turning and running on a course of north thirty-two degrees one minute ( N 32° 1' W ) along said right of way and along

land of Creative Concepts, Inc. a distance of one thousand one hundred twenty-eight and four tenths (1,128.4) feet to an iron pin set in the ground; thence turning and running on a course of north fifty-seven degrees fifty-four minutes east ( N 57° 54' E) along said Creative Concepts, Inc. land a distance of one hundred five and four tenths (105.4) feet to an iron pin set in the ground; thence turning and running on a course of north twenty-three degrees fifty-five minutes west ( N 23° 55' W) along said Creative Concepts, Inc. land a distance of one hundred eleven and three tenths (111.3) feet to the stonewall and the iron pin at the point of beginning.

Meaning and intending to describe the Condominium Parcel shown on Plan entitled "Eastbluff Village - A Condominium, Meredith, New Hampshire" R.B. Merriman, Surveyor, dated May 9,1969 and recorded in Belknap County Registry of Deeds, Plan Book 25, Page 1939.

See also Plan entitled "Holiday Properties, Inc.- Creative Concepts, Inc., showing rights of way, Meredith, New Hampshire" R. B. Merriman, Surveyor, dated April 10,1969 and recorded in Belknap County Registry of Deeds, Plan Book 25 Pages 1922-1923.

Together with the water distribution system including pump house, pumps, tanks, pipes and other equipment as more particularly described in the aforesaid deed of Holiday Properties, Inc., and subject to all conditions, restrictions and covenants set forth therein.

Granting also a right of way to Lake Winnepesaukee and the use of the shoreline at the point of termination of said right of way and in common with others as more particularly described in the aforesaid deed of Holiday Properties, Inc. and as shown on Plan entitled "Holiday Properties, Inc.-Creative Concepts, Inc. Showing rights of way Meredith, New Hampshire", as referred to above.

Grantor for itself, its successors and assigns, reserves the right of use of the water system, all rights of way including right of way to Lake Winnepesaukee for the benefit of those portions of the premises retained by the grantor and not a part of this Declaration. Grantor shall not be required to improve right of way to Lake Winnepesaukee, nor to make improvements to or maintain the shoreline at the point of termination of the right of way.

hereby makes the following Declaration as to division, covenants, restrictions, limitations, conditions and uses to which the above described premises and improvements thereon may put, hereby specifies that said Declaration shall constitute covenants which shall be binding on said Grantor, its successors and assigns, and all subsequent owners of condominium units and/or all or any part of the improvements on said premises, together with their, grantees, successors, heirs, executors, administrators, mortgagees, devisees or assigns.

A. **ESTATES:** Said Grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said property, into the following separate estates or units:

1. **Units.** Eighteen (18) separately designated and legally described freehold estate units, consisting of eighteen (18) separately designated buildings, together with all fixtures and equipment therein, being defined and referred to herein as condominium units.

Each unit shall consist of a cubicle formed by the exterior walls, floors and roof of the building as individually enumerated on Plan entitled "Eastbluff Village - A Condominium, Meredith, N. H.", R. B. Merriman, Surveyor, dated May 9, 1969, recorded in Belknap County Registry of Deeds, Plan Book 25 Page 1939.

Ownership of a unit includes ownership of the building, all materials covering the exterior of the building and all other property of every nature lying wholly within the area formed by the exterior walls and roof of the building. Also included as part of the unit are the foundation, support columns, attached porches, and the plumbing as follows: The association is responsible for the water system up to, and including the water shut off valve. The unit owners are responsible for all plumbing under and within the unit. Drains from within and under the unit, as well as the drain pipe which travels to the common sewer pipe, are the responsibility of the unit owners.

2. **Common Elements.** One freehold estate consisting of an undivided interest in the pump house, water supply and distribution system (but not including pipes within the unit bounds to the unit shut-off valve), paved driveway, the electric distribution system to the meter at each unit, other than that portion owned by the electric utility, and all other improvements on the premises which are not part of a unit as described above.

3. Common Areas: One freehold estate consisting of an undivided interest in that portion of the premises specifically described above as shown on the aforesaid Plan entitled "Eastbluff Village - A Condominium, Meredith, N. H." referred to herein as the "Common Areas" which definition means all of the premises not a part of a unit or a common element and shall include the common use of walkways, lawns, pavement and parking areas.

B. CONDOMINIUM PARCEL: For the purposes of this Declaration, the ownership of each unit shall entitle the unit owner to an undivided share in the ownership of the common elements specified and established herein, and an undivided share in the ownership of the common areas specified and established herein and each unit together with the respective undivided interest is defined and hereinafter referred to as the "condominium parcel". The undivided shares in the common elements and common areas hereby established and which shall be in accordance with the schedule of ownership interest and voting interest appended to this Declaration as Exhibit A and incorporated herein as though fully set forth.

C. LIMITED COMMON AREAS: For the purposes of this Declaration, limited common areas shall be the land upon which a building is situated together with the land immediately adjacent to said unit as more particularly shown on Plan entitled "Eastbluff Village - A Condominium", referred to above. For the purposes of this Declaration the "Limited Common Areas" shall consist of the land upon which a building is situated, together with the land immediately adjacent to said unit. The limited Common Area appurtenant to each individual unit is more particularly described as the Area encompassed by the dashed lines surrounding each unit as shown on the aforesaid Plan entitled "Eastbluff Village - A Condominium, Meredith, New Hampshire". Each limited Common Area shall be exclusively for the use of the unit to which it appertains.

D. VOTING RIGHTS: EXPENSES AND SURPLUS. The proportionate representation of unit owners for voting purposes in the Association of owners and the proportionate shares of the separate owners of each of the respective condominium parcels in the common surplus, the common expenses, the common areas, and the common elements, shall be in accordance with the schedule of ownership interest and voting interest appended to this Declaration as Exhibit.

A. As used herein, the term "common surplus" means the excess of all receipts of the Association over the amount of common expenses for which the unit owners are liable to the Association as hereinafter provided. The grantor shall be entitled to a proportionate vote for each unsold unit in accordance with the schedule of voting interests provided for each unit in Exhibit A.

E. WAIVER OF RIGHTS TO PARTITION: The shares of a unit owner in the common elements and common areas are appurtenant to the unit owned by him. Title to a unit may be held *in* the name of a corporation or jointly by more than one person; however, a unit may not be physically further subdivided, and the developer and each subsequent owner of a unit hereby waives any right of partition of the common elements and common areas for so long as Eastbluff Village shall exist as a condominium.

F. NON-EXCLUSIVE POSSESSION: Each unit owner in the Association may use the common elements and common areas for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other unit owners.

G. MAINTENANCE AND OPERATION: Creative Concepts, Inc., hereinafter referred to as the "Manager" shall have the primary responsibility of management, maintenance and operation of the common elements and common areas in accordance with the Management Covenant attached hereto and made a part of this Declaration as Exhibit B. Said Management Covenant shall be binding upon all unit owners, together with all subsequent owners of said units and lien holders. If for any reason the Association assumes the primary responsibility for management of the common elements and areas, all further references to the "Manager" shall be construed to mean the Association. The Manager shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repairs or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements and common areas or any other unit or units.

H. ALTERATION AND IMPROVEMENT – COMMON AREAS AND ELEMENTS: There shall be no further improvements or alteration of the common elements or common areas without approval, by motion duly made, seconded and carried by a vote of two thirds of all of the unit owners at any regular or special meeting of the Association of owners. Any such improvement or alterations, not within the scope of normal maintenance or repairs as specifically provided in the Management Covenant shall be at the expense of the Association and the unit owners and not at the expense of the Manager. There shall be no change in the shares and rights of a unit owner in the common elements or common areas which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

I. ALTERATION AND IMPROVEMENT – UNITS AND LIMITED COMMON AREAS:

Each unit owner shall have the right to make reasonable improvements and alterations to his unit and to the limited common area appertaining to his unit, including landscaping. A unit's dimensions may be expanded into its appurtenant limited common area as follows:

- (1) The length may be extended up to ten (10) feet and the width extended up to fifteen (15) feet forward of the existing porch line on units 3 (#7), 4 (#9), 5 (#11), 10 (#21), 11 (#23), 12 (#25), 14 (#27), 15 (#29), 16 (#31), 17 (#33), 18 (#35), 19 (#37), 20 (#39) and 21 (#3). Note: The numbers in parenthesis are the current mailing addresses. The number preceding the parenthesis are the unit numbers when Eastbluff Village Condominium was incorporated in 1969.
- (2) The width may be extended up to ten (10) feet forward of the existing porch line on units 1-2 (#5), 6-7 (#15) and 8-9 (#19).
- (3) All units may be extended in height to a maximum of two stories above the foundation line.
- (4) No other expansion of a unit shall be permitted except upon written permission of the Association pursuant to a vote of two-thirds of all of the unit owners.
- (4)(5) Any expansion of a unit must be completed on the exterior within six months from the start of construction. No tar paper, sheathing paper or any other similar material shall be used as an exterior wall covering.

Note: As of December, 2005 the following units have maximized expansion, based on the square footage increase demonstrated in Exhibit A:

Units # 3, 5, 7, 9, 11, 17, 25, 27, 29, 31, 33, 35, 37 cannot further expand without written permission of the Association, pursuant to two-thirds vote of all unit owners.

Units# 15, 19, 21, 23, and 39 can expand, without written permission, as described in paragraphs (2) and (3) above.

III.  
MEMBERSHIP IN EASTBLUFF VILLAGE ASSOCIATION, INC.

Each unit owner of Eastbluff Village shall, by virtue of such ownership, be a member of Eastbluff Village Association, Inc., hereinafter called the "Association", a non-profit corporation, organized under the laws of the State of New Hampshire for the purpose of promoting the mutual benefit of all condominium parcel owners. Each parcel owner, by the acceptance of a deed, agrees to abide and be bound by the provisions of this Declaration, the Management Covenant, the Articles of Incorporation, By-Laws and other rules and regulations of the Association. The Articles of incorporation and the By-Laws are appended to this Declaration as Exhibit C and incorporated herein as though fully set forth. Until the first election by unit owners of the Board of Directors of the Association, the right to perform the duties and functions of the Board shall be exercised by the Manager.

IV.

## MANAGEMENT EXPENSES

A. MONTHLY EXPENSES: The Manager shall assess each unit parcel owner a monthly charge, designated as a management fee, to cover the expenses of upkeep, maintenance and management of the common elements and common areas. The duties of the Manager and the terms and conditions of its management are contained in the Management Covenant incorporated into this Declaration as Exhibit B as though full set forth herein.

B. PAYMENT AND DEFAULT: The monthly charge of the Manager shall be paid promptly on the first day of each month by the unit parcel owner. All monthly charges more than thirty (30) days past due shall bear interest at the rate of two percent (8%) per month from the due date thereof until paid.

C. LIEN FOR MANAGEMENT FEES: All sums due the Manager as aforesaid but unpaid, together with interest thereon for the share of the management fee chargeable to any condominium parcel shall constitute a lien on such parcel from and after the time of recording in the public records of Belknap County, a claim of lien in proper form. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording, the claim of lien. Said lien shall be deemed to be prior and superior to the creation of any homestead status for any unit and to any subsequent lien or encumbrance.

D. SPECIAL ASSESSMENTS: The Association by two-thirds vote of its members may assess unit owners for services which the Association elects to provide for the benefit of unit owners in addition to the normal services provided by the Manager; such services shall only be provided if they are of mutual benefit to all unit owners and have been approved by vote of two-thirds (2/3) of all members of the Association. Such assessments shall not apply to unsold units of the Grantor unless said unit or units are being leased by the Grantor and then only for the period of such lease. Special assessments shall be collected by and made payable to the Association, and unpaid assessments shall constitute a lien against the unit parcel. All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in proportion to their respective shares.

E. LIEN OF ASSOCIATION: At such time that the Association succeeds to the management functions herein delegated to the Manager, it shall have the benefit of all of the provisions of this Section, including the enforcement of liens.

## V.

### RESIDENCY REGULATIONS

#### A. USE OF PREMISES:

(1) Units shall be used as a residence only for the personal use of the owner thereof and his immediate family or guests or for the authorized lessees as hereinafter provided, and not for any business or commercial use whatsoever. Units shall not be used to house more people than they are reasonably designed to accommodate.

(2) Owners shall neither make nor permit by their guests or invitees, any improper, offensive or unlawful use of any property comprising Eastbluff Village.

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

(4) Additions or alterations of the exterior dimensions of the unit shall not be subject to the approval by the Board of Directors of the Association if such alterations or additions are made in accordance with Paragraph No. 1 above, but all other additions or alterations of the exterior dimensions of a unit shall first require the approval of the Association.

(5) Each owner shall be liable for any and all damages to exclusive and/or common property which shall be caused by said owner, his lessees, guests or invitees, and to the extent that such damages are not covered by insurance proceeds, such owner shall be assessed by the Association for the cost of repairs to the common property.

(6) Each unit owner shall permit reasonable access to his exclusive property by the Association or the agents and employees of the Association for the purpose of maintenance, inspection, repair and replacement of common property within the exclusive area as may be required in emergency situations.

(7) No junk or unregistered vehicles may be left for more than 30 days. Junk is defined as any worn out, cast off or discarded articles or material ready for destruction or collected or stored for salvage or conversion to some use. Any article or material which is unaltered or unchanged and, without further reconditioning can be used for its original

purpose as readily as when new, shall not be considered junk. Junk left for more than 60 days may be removed by the Association, and removal fees billed to the unit owner.

(8)(8) No house trailers, mobile homes or tents (except children's play tents) shall be permitted provided, however, that vehicular-mounted camper shall be permitted within the confines, of a limited common area.

B. LEASING: The entire condominium parcel may be leased by any unit owner without the approval of the Association provided that the occupancy thereof shall be only by the tenant and his family or guests. All such leases shall be subject, in all respects, to this Declaration.

C. REGULATIONS: Reasonable regulations concerning the use of the common elements and common areas may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the votes of the entire membership of the Association before such shall become effective.

#### VI.

#### PRIORITY OF DECLARATION

- A. RESTRAINTS ON TRANSFERS: There shall be no restrictions or prohibitions upon the subsequent sale, lease or other transfer of a unit by a unit owner, provided, however, that any such sale, lease or other transfer shall be subject in all respects to this Declaration.
- B. VOLUNTARY TRANSFERS: In a voluntary transfer of a condominium parcel, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid fees and assessments by the Association against the latter up to the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association and the grantee shall not be liable for nor shall the parcel conveyed be subject to a lien for any management fees or special assessments against the grantor in excess of the amount therein set forth.

C.COMPLIANCE AND DEFAULT: Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they are amended from time to time. A default shall entitle the Association or other unit owners to maintain actions at law or in equity. The failure of the Association, the Manager or any unit owner to endorse any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

The EBVA Board of Directors may engage the use of a collection agency to obtain late fees. Members in good standing will be permitted to vote. Members will lose good standing if their unit owes the association the equivalent of two months condo fees, or greater. Additionally, members not in good standing will not be permitted to use any beach or dock privileges.

If any unit owner becomes delinquent by 6 or more months, The President and the Board of Directors may disconnect the Association Water service from the delinquent unit, until all past due balances on the unit are paid in full, and an additional disconnect / connect fee (To be determined by the Board of Directors) is also paid in full.

Due to several incidences of low water pressure, lawn irrigation is permitted only with the written permission of the Board of Directors.

#### VII.

#### INSURANCE - DESTRUCTION OF PREMISES

Each unit owner shall obtain hazard insurance providing coverage against fire, wind storm and extended coverage in an amount equal to the maximum insurable replacement value of the unit and shall provide the Association with a certificate of coverage. Unit owners may obtain additional hazard and public liability insurance covering the contents and use of the units and the use of limited common areas in such amounts as each unit owner shall determine necessary.

- (1) Hazard Insurance: The Association shall obtain hazard insurance providing coverage against fire, windstorm and extended coverage in an amount equal to the maximum insurable replacement value of the common elements and improvements. The original policy shall be for the benefit of the unit owners, the Association, mortgagees and lienors of record as their interest may appear. All hazard

insurance proceeds shall be payable to the Association and shall be held pursuant to the terms of this Declaration.

- (2) **Public Liability Insurance:** The Association shall obtain public liability insurance having minimum limits of Three Hundred Thousand Dollars (\$300,000.00) for bodily injury to one person or Five Hundred Thousand Dollars (\$500,000.00) for bodily injury to multiple persons injured as a result of a common incident, and a One Hundred Thousand Dollar (\$100,000.00) policy for damage to property. Such policy shall provide coverage for claims of third persons against the Association and the members and for each individual unit owner against the Association and the members, and for each individual unit owner against the Association and the members. The original policy shall be taken in the name of and held by the Association. Said policy shall insure the unit owners and the Association against any liability to the public or to the unit owners, their invitees or tenants incident to the ownership and/or use of the condominium's common elements or common areas, and including the personal liability exposure of the unit owners. The policy or policies shall be issued on a comprehensive liability basis and shall be cross-liability endorsed so that the rights of named insurers under the policy shall not be prejudiced with respect to action against another named insured.
- (3) In the event of damage or destruction to common property the Board of Directors shall promptly proceed with reconstruction. If the damage is less than Five Hundred Dollars (\$500.00) the Board of Directors may immediately proceed to make repairs. If the damage exceeds the sum of Five Hundred Dollars (\$500.00) The Board of Directors shall obtain bids for the cost of repairs for appropriate contractors. The Board shall have the responsibility of executing all necessary contracts for restoration, shall arrange for the disbursement of all construction funds, the approval of work and any other matter pertaining to the repairs or reconstruction required. If the cost of repairs or reconstruction of the damaged common property exceeds the amount of insurance funds available then the Board of Directors shall levy a special assessment against the owners of all units consistent with their percentage of ownership of the common elements. Any insurance funds remaining upon the completion of construction or restoration shall be considered a common surplus for the benefit of all unit owners.
- (4) Each unit owner shall promptly repair or rebuild a partially or totally damaged unit and shall furnish to the Board of Directors a schedule of repairs and a proposed date of completion of said repairs which shall be satisfactory to the Board. If, within ninety days of the loss, the owner of the damaged or destroyed unit has not furnished satisfactory proof to the Board of Directors of his intent to rebuild, the Board may apply to a court of competent jurisdiction for an order requiring the immediate reconstruction of the unit or, in the alternative, that the unit be completely razed and graded to the extent that the unit is no longer unsightly.

#### VIII.

##### TERMINATION OF THE CONDOMINIUM

Eastbluff Village shall cease to exist as a condominium in the event of either of the following contingencies:

- A. In the event of destruction of improvements as a result of which less than sixty-five percent (65%) of the units are tenantable, and the Association fails to elect to reconstruct the improvements.
- B. At any time that the owners of all the units and the owners and holders of all recorded liens and mortgages elect to terminate the Condominium. Evidence of the termination of the Condominium shall be by recorded resolution of the Association showing fulfillment of the contingencies described herein. Immediately following a decision of unit owners, mortgagees and lienors to terminate the condominium, each owner shall deliver to the Board of Directors an appropriate deed conveying his unit to the Association or to a grantee named by the Board and the Board then shall proceed to sell all

the property upon terms and conditions approved by the Board. The proceeds of sale shall be held for distribution to unit owners in accordance with their respective interest; provided, however, that distribution to a unit owner shall be adjusted to take into consideration any proceeds available or previously distributed from a hazard insurance carrier or carriers of the Association for the direct benefit of the owners of a condominium parcel, such distribution of insurance proceeds being directly related to the termination of the condominium. In making distribution, the Board shall first pay in full the owners and holders of all outstanding liens and encumbrances against each unit, and the balance of the share allocated to each unit shall be paid to the respective owners of record. Upon receipt of payment in full, the owners and holders of each lien or encumbrance shall execute and deliver an appropriate release or satisfaction of same.

In the event of the failure of a unit owner to deliver a deed of conveyance as required, the Board of Directors of the Association shall compel compliance in a Court of equity or other Court having jurisdiction of the matter.

IX.  
AMENDMENT OF DECLARATION

This Declaration may be amended at any time by unanimous agreement of the owners of all condominium parcels and the owners and holders of all mortgages and liens as evidenced by an instrument executed by each owner and lienor, and recorded in the public records of Belknap County, New Hampshire. As to all matters except those adjudicating the ownership interests in common elements, common areas, common surplus, and the assessment shares of unit owners, this Declaration may be amended by vote of two-thirds (2/3) of the units owners in good standing, and that are present at any regular or special meeting of the members of the Association called for the purpose of considering the proposed amendments; such amendments shall be evidenced by a certificate of the Association recorded in the public records of Belknap County, New Hampshire.

In no event shall this Declaration be amended in any manner which shall divest any owner and holder of a recorded lien, or any parcel owner of any vested right of readily ascertainable value, without first obtaining the consent of the owner and holder of any recorded lien or any parcel owner whose interest is so affected.

X.  
INVALIDITY

The invalidity of any provisions of this Declaration or part thereof, shall have no effect on the validity of the remaining portions of this Declaration.

XI.  
FURTHER COVENANTS

The grantees, as a further inducement toward being admitted as a member of Eastbluff Village, covenant that neither they, their heirs, assigns, successors, personal representatives, devisees or beneficiaries will ever attempt to defeat any right and/or power retained by the Association by the application of the rule against perpetuities, or the rule against restraints or alienation, and hereby waive every defense or cause based upon or arising out of the same.



XII

SERVICE OF PROCESS

Rodney N. Dyer, resident of Laconia, Belknap County, State of New Hampshire, is hereby designated as agent to receive process in all cases where provision for such service is made in accordance with Chapter 479-A, N. H. Revised Statutes Annotated, which governs this Declaration.

IN WITNESS WHEREOF Creative Concepts, Inc., by its President, hereunto duly authorized so to do has executed this Declaration this 15th day of May, 1969.

CREATIVE CONCEPTS, INC.  
By:

Rodney N. Dyer  
Witness

Oscar E. Lussier, Jr.  
Oscar E. Lussier, Jr.  
Its Duly Authorized President

THE STATE OF NEW HAMPSHIRE, Belknap, SS.

On this the 15th day of May, 1969, before me, the undersigned officer, personally appeared Oscar E. Lussier, Jr., who acknowledged himself to be the President of Creative Concepts, Inc., and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

In witness whereof I have hereunto set my hand.

Rodney N. Dyer  
Justice of the Peace

EASTBLUFF VILLAGE - A CONDOMINIUM

EXHIBIT A.

DESCRIPTION OF UNITS, OWNERSHIP SHARES AND VOTING RIGHTS.

The condominium project consists of eighteen individual, separately designated units each of which is a wood frame building. Each building is separately detached on one story without basement except that the unit designated as "The Lodge" has two stories. The identity of the units and the approximate area, number of rooms, value, voting percentage and percentage of interest in common elements and common areas are as follows:

<u>(Original)</u> <u>JNIT</u>	<u>Current</u> <u>Mailing</u> <u>Address</u>	<u>(ORIGINAL)</u> <u>App.Area</u> <u>in</u> <u>Square</u> <u>Feet</u>	<u>(CURRENT)</u> <u>App.Area</u> <u>in</u> <u>Square</u> <u>Feet</u>	<u>(Original)</u> <u>N of Rooms</u> <u>including</u> <u>bathrooms</u>	<u>No of</u> <u>Rooms</u> <u>(including</u> <u>bathrooms)</u>	<u>Value</u>  (1969)_	<u>Voting</u> <u>Shares</u>	<u>Percenta</u> <u>ge of</u> <u>Interest</u> <u>in</u> <u>Common</u> <u>Areas</u> <u>and</u> <u>Elements</u>
1-2	5	1063	1063	4	2 Br 2 Ba	\$12,750 .00	1.5	7.032558
3	7	447	908	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
4	9	444	1197	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
5	11	441	686	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
6-7	15	964	640	4	2 Br 1 Ba	12,750. 00	1.5	7.032558
8-9	19	964	1387	4	1 Br 1 Ba	12,750. 00	1.5	7.032558
10	21	436	540	2	1 Br 1 Ba	8,500.0 0	1.0	4.688372
11	23	435	435	2	1 Br 1 Ba	8,500.0 0	1.0	4.688372
12	25	433	821	2	1 Br 1 Ba	8,500.0 0	1.0	4.688372
14	27	429	429	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
15	29	434	894	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
16	31	442	700	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
17	33	435	768	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
18	35	435	650	2	1 Br 1 Ba	8,500.0 0	1.0	4.688372
19	37	435	552	2	2 Br 1 Ba	8,500.0 0	1.0	4.688372
20	39	1111	1111	5	4 Br 1 Ba	12,750. 00	1.5	7.032558

					2 Br			
21	3	384	672	4	1 Ba	8,500.00	1.0	4.688372
Lodge	17	2621	2621	13	8 Br 4 Ba	21,250.00	2.5	12.720930
18 Units						\$182,750.00	21.5	100%

Each unit has access to its immediate limited common area and hence to the entire common area of the Condominium.

EASTBLUFF VILLAGE – A CONDOMINIUM  
EXHIBIT B.  
MANAGEMENT COVENANT

I. PREAMBLE:

WHEREAS, Creative Concepts, Inc., a New Hampshire corporation, duly established by law, has, by Declaration of Condominium dated May 15, 1969, (hereinafter referred to as the Declaration) established a Plan of individual ownership of units, joint ownership of common elements and common areas; and

WHEREAS, said Declaration invests the initial responsibility of management, maintenance and operation of the common elements and common areas in Creative Concepts, Inc., as the Manager of said Condominium;

NOW THEREFORE,

Creative Concepts, Inc., hereby makes the following Declaration relative to covenants and conditions of management, operation and maintenance of the common elements and common areas of said Condominium, and hereby declares that this Covenant shall be binding upon said Creative Concepts, Inc., its successors and assigns, as Manager, and all subsequent owners of Condominium units, together with their grantees, successors, heirs, executors, administrators, mortgages, devisees, or assigns. This Covenant is subject to the covenants, limitations and restrictions of the aforesaid Declaration, and in the event of any inconsistency between the terms and conditions of the two, the Declaration shall be deemed to control.

II. GENERAL COVENANTS:

The Manager shall hire, in its own name, all personnel necessary for the efficient discharge of the duties of the Manager hereunder. Compensation for the services of such employees shall be the responsibility of the Manager. The Manager shall render all managerial services, including the disbursement of its funds for material, supplies and such other items which, under the terms of the Declaration and this Covenant, are the responsibility of the Manager to provide. The function of the Manager is to operate, maintain and manage the Condominium in a mode and manner consistent with the type and character of residence contemplated in the Declaration. The authority and duties conferred upon the Manager hereunder are confined to the common elements, common areas and limited common areas as defined in the Declaration. Such authority and duties do not and shall not include supervision management or maintenance of individual condominium units, except clearly specified in the Declaration or this Covenant.

III. DUTIES:

The Manager shall provide, at its expense, such equipment, tools, appliances, materials and supplies as are necessary to maintain the common elements, common areas and limited common areas of the Condominium as well as hire, pay and supervise all personnel necessary to render services and perform duties as follows:

- A. Properly maintain and operate the common areas of the Condominium and provide the services of grounds-keeping, plowing of snow, maintenance of parking areas, care of existing lawns, trees and shrubbery and maintenance of exterior lighting. Grounds-keeping shall also include maintenance of limited common areas

provided, however, that if a unit owner does his own landscaping then he shall thereafter be obliged to maintain such additions or improvements.

- B. Properly maintain and operate the common elements of the Condominium, including maintenance of common walkways and parking areas, exterior lighting of common elements and normal maintenance and repairs to the pool, water system to the curb stop of each unit, and other common elements.
- C. Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises by any federal, state county or municipal authority having jurisdiction there over. The Manager need not take any action so long as the Manager is contesting any such order or requirement.
- D. The Manager shall not be required to do close trimming of grass around units and trees or other structures situate on limited common areas and such close trimming shall be the responsibility of the unit owner.
- E. If the unit owners make special improvements to limited common areas or the Association makes special improvements to the common areas then the responsibility for such improvements shall be that of the unit owner or the Association and not of the Manager.
- F. It shall be the duty of the Manager at all times during the term of this Covenant to operate and maintain the Condominium according to reasonable standards of management consistent with the overall plan of Condominium residence as set forth in the Declaration.

#### IV. MANAGEMENT FEES:

Each unit owner shall pay to the Manager, in consideration for the discharge of its aforesaid duties as Manager, a management fee as follows:

- A. The management fee shall be Fifteen Dollars (\$15.00) per month per voting share and a fraction thereof for each fractional voting share, and shall be assessed each unit owner in accordance with the provisions of Article IV of the Declaration.
- B. Each unit owner shall be required to pay the management fee commencing with the date upon which he acquires title to his unit.

#### V. DURATION OF COVENANT:

This Management Covenant shall be in full force and effect until October 1, 1970, after which it shall be automatically extended for successive periods of one year each unless the Manager or the Association (by majority vote of all of the then unit owners) shall notify the other party in writing of its desire to terminate, in which case this Covenant shall cease and the obligation to operate and manage the Condominium shall become that of the Association.

#### VI. ASSIGNMENT:

The benefits and obligations of this Management Covenant shall not be assigned by the Manager except with the written approval of the Association as expressed by a majority vote of all of the then unit owners.

#### VII. ARBITRATION:

In the event of disagreement between the Manager and the Association as expressed by its Board of Directors (pursuant to a majority vote of all of the then unit owners), the dispute shall be submitted to arbitration in accordance with the arbitration statute of New Hampshire, RSA, Chapter 542, and any amendments thereto. The request for arbitration shall be in writing and shall specify the nature of the complaint. The Manager and the Association shall each promptly appoint an arbitrator, and the two arbitrators so appointed shall appoint a third, impartial arbitrator. A hearing upon the matter in dispute shall be convened by the arbitrators as soon as possible. The decision of the majority of such arbitrators shall be final and binding upon the parties hereto as to the matters submitted for arbitration.

#### VIII. OTHER TERMINATION:

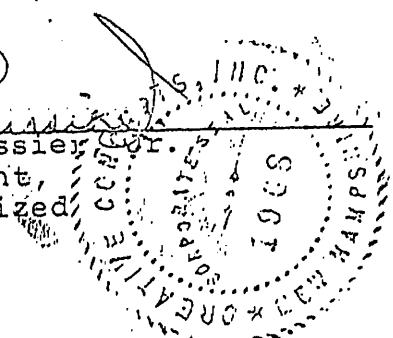
In the event that unforeseen conditions render continued service by the Manager unfeasible, the Manager may, by written declaration, declare its inability to perform, in which case the Association shall assume all of the duties of the Manager and shall preserve any right of action that the Association or unit owners individually may have by virtue of the default of the Manager. In addition, the Association, by vote of its Board of Directors, may at any time apply to a Court of competent jurisdiction for a declaratory judgment as to whether the Manager is capable of continuing services in accordance with this contract, and in the event that final judgment is rendered that the Manager is not able to perform then this Covenant shall cease forthwith and the Association shall take over the duties of the Manager and shall preserve any rights of action against the Manager as provided above.

IN WITNESS WHEREOF, Creative Concepts, Inc., by its President, Oscar E. Lussier, Jr., hereunto duly authorized, has hereunto caused its name and seal to be set and affixed, this 15th day of May, 1969.

CREATIVE CONCEPTS, INC.  
By:

Rodney N. Dyer  
Witness

Oscar E. Lussier, Jr.  
Oscar E. Lussier, Jr.  
Its President,  
Duly Authorized



THE STATE OF NEW HAMPSHIRE, Belknap, SS.

On this the 15th day of May, 1969, before me, the undersigned officer, personally appeared Oscar E. Lussier, Jr., who acknowledged himself to be the President of Creative Concepts, Inc., and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Rodney N. Dyer  
Justice of the Peace

ARTICLES OF AGREEMENT  
AND  
BY-LAWS  
of  
EASTBLUFF VILLAGE ASSOCIATION, INC.

Articles of Agreement

Article I

The name of this corporation shall be "Eastbluff Village Association, Inc."

Article II

The object for which this corporation is established is to provide for the care and protection of the land and common property comprising Eastbluff Village - a Condominium, Meredith, New Hampshire, and for the mutual enjoyment of recreation of the members of this corporation.

Article III

The corporation shall have the right to purchase, hold, receive and dispose of real, personal and mixed property strictly for corporation purposes. It shall have the right to raise funds or accept gifts for any of the foregoing objects.

Article IV

The place in which the business of this corporation is to be carried on is Meredith, New Hampshire.

Article V

This corporation is not organized for profit. The amount of capital stock or number of shares is none.

Article VI

Each unit owner of Eastbluff Village shall, by virtue of such ownership, be a member of Eastbluff Village Association, Inc.

Article VII

The interest of the members of the corporation is stated in the By-Laws, and they shall not be liable, jointly or severally, nor shall any incorporator signing this agreement be liable for any debt, or any commitment, engagement or contract whatsoever, entered into by or on behalf of this corporation.

Article VIII

Upon the dissolution of the corporation, all its remaining assets shall distributed among the then members of the corporation in proportion to the percentage of ownership interest of each member in Eastbluff Village - a Condominium, Meredith, New Hampshire.

BY-LAWS

ARTICLE I

Meetings

Section 1: The Annual Spring Meeting of the members of this corporation shall be held on the property of Eastbluff Village, Meredith, New Hampshire, on the Saturday immediately preceding Memorial Day as such place and time as may be ordered by the President. The Annual Fall Meeting of the members of this corporation shall be held on the property of Eastbluff Village, Meredith, New Hampshire, on the Saturday immediately following Labor Day Weekend as such place and time as may be ordered by the President.

Section 2: Special Meetings of the members may be called by the President of the Board of Directors and shall be called by the Secretary upon application of six or more members who are entitled to vote at such meetings, stating the time, place and purpose of the meeting.

Section 3: A written or printed notice of the time and place of each meeting, annual or special, shall be given by the secretary at least five days before such meeting. Notice of any meeting may be waived in writing by a member.

ARTICLE II  
VOTING RIGHTS – QUORUM

Voting for all purposes shall be on a unit rather than per capita basis and the voting rights of each unit shall be in accordance with the voting shares set forth in Exhibit A of the Declaration. The voting shares of any unit may be exercised only if one or more of the owners of the unit is present. The voting shares of each unit may be divided into as many portions as there are owners present in accordance with the respective ownership interest of each unit owner. A quorum for the transaction of business at any meeting of the corporation shall consist of one or more owners of a number of units representing over one-third of the voting shares specified in Exhibit A of the Declaration.

ARTICLE III  
BOARD OF DIRECTORS

The general management of the affairs of the Association shall be in charge of a Board of three Directors elected from the unit owners. At each annual meeting, the unit owners shall elect one Director, each for a three-year term or until his successor is elected and accepts office. However, at the first annual meeting in 1969, three Directors shall be elected, one of which shall serve until the annual meeting of 1970, the second of which shall serve until the annual meeting of 1971, and the third of which shall serve until the annual meeting of 1972. The duties, powers and responsibilities of the Board of Directors shall include:

- A. Maintenance, repair and replacement of the common areas and facilities at all times when a Manager shall not be engaged to perform these functions.
- B. Enforcement of the restrictions and covenants contained in the Declaration of Condominium relative to Eastbluff Village pertaining to the use and management of units, restricted common areas, common elements and common areas as set forth in the Declaration and these By-Laws, and the enforcement of administrative rules and regulations relative thereto.
- C. General supervision of the performance by the officers of their duties

ARTICLE IV  
OFFICERS

Section 1: Officers: The officers of the corporation shall be a President, Secretary, Treasurer and such other officers as may be elected.

Section 2: Election: The officers shall be elected by the members at the annual meeting. Each officer shall hold office until the next annual meeting and until his or her successor is chosen and qualified.

Section 3: President: The President shall preside at all meetings of the members. The President and Treasurer shall sign all obligations or other contracts in the name of the corporation, unless otherwise provided, but shall at no time have power to bind the corporation financially or otherwise without the express approval of the members.

Section 4: Secretary: The Secretary shall keep all records of the Association, shall maintain a record of all meetings of the members and shall also give the required notices of meetings.

Section 5: Treasurer: The Treasurer shall, subject to the direction of The Board of Directors, have general charge of the financial concerns of the corporation and the care and custody of the funds.

ARTICLE V  
VACANCIES

Any director or officer may resign by filing a written resignation with The Board of Directors which shall take effect upon being so filed. If the office of any director or officer becomes vacant for any reason, the directors at any special meeting called for that purpose shall choose a successor who shall hold office for the unexpired term or until his or her successor is chosen and qualified.

ARTICLE VI  
AMENDMENTS

These By-Laws may be amended, repealed, altered or added to in whole or in part at any annual or special meeting of the members by a two-thirds vote of all outstanding voting shares, provided, however, that these By-Laws shall not be amended at a special meeting unless the nature of the proposed amendment shall be included in the notice of the special meeting.

Articles of Agreement are recorded: at the office of the Town Clerk, Meredith, New Hampshire Articles of Agreement are recorded at the office of the Secretary of State, Volume 541 at Page 187.

Peter Russell 7/26/07

Peter Russell  
Vice President  
Eastbluff Village

Warren Cunningham 26 JUL 07

Warren Cunningham  
Board of Directors  
Eastbluff Village

Jonathan Currier July 26, 2007

Jonathan Currier  
President  
Eastbluff Village

Steven Poehler 5/26/07

Steven Poehler  
Board of Directors  
Eastbluff Village

Kelly Carter-Currier 7/26/07  
witness