

**DECLARATION OF
CURRIER MEADOW CONDOMINIUM**

R. W. Larken Homes, LLC , a New Hampshire limited liability company, having a principal place of business at 7 Spruce Street, Hooksett, Merrimack County, State of New Hampshire ("Declarant"), does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Manchester, Hillsborough County, New Hampshire and more particularly described in Exhibit A hereto ("Land"), being a certain parcel of realty shown as Lot #1 on Hillsborough County Registry of Deeds Plan No. 34096, together with the buildings and other improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act, in order to create a plan of condominium ownership in such property.

2. Definitions. As provided in Section 12 (I) of the Condominium Act, capitalized terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit D, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein:

(a) "Association" means the Unit Owners' Association.

(b) "Bylaws" means the Bylaws provided for the self-government of the Condominium attached hereto as Exhibit D, as amended from time to time.

(c) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration and in the Plans, and includes the Limited Common Area.

(d) "Condominium" means "Currier Meadow Condominium," the condominium established by this Declaration.

(e) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(f) "Land" shall have the meaning set forth above.

(g) "Majority of the Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(h) "Owner" or "Unit Owner" means any Person or Persons who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(i) "Percentage Interest" or "Undivided Percentage Interest" means an equal undivided interest in the Common Area for each Unit.

(j) "Registry" means the Hillsborough County Registry of Deeds.

(k) "Property" means the Land and the buildings and all other improvements heretofore and hereafter constructed thereon, and all easements, rights and appurtenances thereto, and all articles of personal property intended for common use in connection therewith which are submitted to the Condominium Act by this Declaration, as amended from time to time.

(l) "Permissible Building Envelope" means the areas of the Units within which Buildings may be constructed, placed or located.

(m) "Rules" means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration or the Bylaws.

(n) "Site Plan" or "Plans" means the site plans of the entire Property, and any revisions thereof, and all floor plans relative thereto, recorded in the Registry simultaneously herewith or recorded (i) subsequently pursuant to Section 20 (III) or Section 21 of the Condominium Act, or (ii) subsequently for the purpose of amending any previously recorded site plan or floor plan.

(o) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and in Exhibit B hereto and as provided in Paragraph 3(d) hereof.

(p) "Unit Owners' Association" or "Association" means all of the Owners acting as a group in accordance with this Declaration and Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act:

(a) Name: The name of the Condominium is "Currier Meadow Condominium."

(b) Location: The Condominium is located in Manchester, Hillsborough County, New Hampshire.

(c) Description of Land: A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A.

(d) Description of Units:

(i) Buildings. The four (4) units consist of the land and residential structures located and constructed within the Permissible Building Envelopes. The location and dimensions of the Permissible Building Areas is shown on the Plans of the Condominium. The buildings are of wood frame construction, and are built on a poured concrete foundation.

(ii) Units. Each of the Units shall be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit B is a description of the Units, their respective Unit numbers, location (all as shown more fully on the Plans) and the Limited Common Area, if any, appurtenant thereto.

(iii) Unit Boundaries. The boundaries of each Unit within a Building are generally as follows:

Upper and Lower (Horizontal) Boundaries: There are no upper or lower boundaries to a unit.

Vertical (Parametric) Boundaries: The vertical boundaries of each unit shall be the vertical boundary lines as shown on the Site Plan.

Each Unit shall include all interior and exterior portions of the structures constructed within said Unit and the space enclosed by said boundaries, except any Common Area specifically described in Paragraph 3(e) below which may be located therein.

Each Unit shall include everything within said boundaries and the space enclosed by said boundaries, except any Common Area specifically described in Paragraph 3(e) below which may be located therein.

(e) Description of Common Area and Limited Common Area.

(i) Common Area consists of the entire Property other than the Units and includes, but not by way of limitation:

the Land not located within a unit, all interior roads, parking areas and other interests in land described in Exhibit A hereto or on the Plans recorded herewith;

the water supply, sewage disposal, electrical, telephone and other utility systems serving the Condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance or safety or normally in common use, and including any easements serving the Property set forth in Exhibit A hereto.

(ii) Limited Common Area. The driveway street lamps, yard area designated on the Plans as being limited common area of a unit, decks, patios, walks and garage, attached or unattached, assigned on the Plan to each Unit are Limited Common Area, each such item being reserved for the exclusive use of the Unit to which it is assigned. Designations of the aforementioned Limited Common Area or of any other Limited Common Area, are or when assigned, will be, shown on the Plans and in Exhibit B hereto. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit or Units which it is assigned.

(iii) Use. The use of the Common Area shall be limited to the Owners and to their tenants in residence, and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is assigned, to his tenants in residence, and to his guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors, unless otherwise determined in this Declaration, which shall be controlling; provided, however, that the owner of each unit may make improvements, whether structural or otherwise, without the approval of the Board of Directors. The unit owner shall maintain, its his/her cost, the plantings, trees and shrubbery located within the limited common area yard appurtenant to a unit. Further, the each unit owner shall be responsible for its own utilities, including electricity for the driveway street lamp. Maintenance and repair of the driveway street lamp and driveway serving each unit shall be by the Association. Clearing the walkway serving the unit, and sanding and salting it as necessary for safety, shall be the responsibility of the Unit owner. Clearing the driveway serving the unit, and sanding and salting it as necessary for safety, shall be the responsibility of the Association.

(f) Allocation of Percentage Interests. The allocation of Undivided Percentage Interests in the Common Area has been determined on an equal basis for each Unit in the Condominium.

(g) Statement of Purposes and Restrictions of Use. The Condominium and each of the Units are intended primarily for residential use and the following provisions, together with the provisions of the Bylaws, are in furtherance of this purpose:

(i) Residential Use. No more than one single family residence, with appurtenances typical and customary in a residential neighborhood (such as, by way of example only, a garage, deck, patio or porch) may be constructed, occupied, maintained

and repaired within the boundary of each unit or the Limited Common Area appurtenant to the unit. The owner shall be responsible, at his or her own expense, for all costs of construction, maintenance and repair of all structures and other improvements (including, but not limited to, landscaping) located within the unit boundaries. Each unit shall be occupied and used only for residential purposes by the Owner and his family or by tenants, guests, invitees or licensees of the Owner. These restrictions shall not prohibit Owners from leasing their Units, so long as (i) any Lease is for at least thirty (30) days and (ii) the lessees comply with the provisions hereof.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units not sold and conveyed. Declarant and its duly authorized agents, representatives (including independent contractors), successors and assigns, may make such reasonable use of the Condominium as may facilitate the completion of construction of residential structures within the Units and of improvements to the Common Area, and the sale and conveyance of unsold Units, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, maintain a sales office, a rental office and/or a model Unit, to show the property and to display signs. The Declarant is fully obligated to complete any buildings. In addition, Declarant and its agents, representatives (including independent contractors) and assigns shall have the right to use any and all unsold and unconveyed Unit or Units as sales offices and model Units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Owners who may agree to lease their Units to the Declarant for use by the Declarant as model Units and/or sales offices.

(iii) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(iv) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units which serve his Unit. Each Unit shall be subject to an easement in favor of the Owners of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such

Unit. The Board of Directors have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the building.

(v) Owners Subject to Declaration, By-Laws and Rules. This Declaration, the By-Laws and any Rules to be adopted by the Association, as lawfully amended from time to time all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration, the Bylaws and the Rules. The acceptance of a deed to, or the occupancy of, any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

(vi) Compliance and Enforcement of Declaration, Bylaws and Rules. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Declaration, Bylaws and Rules and any such decisions and resolutions resulting therefrom, and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity by the Association may be authorized by resolution of the Board of Directors, and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, all as more particularly set forth in Article XI of the Bylaws.

(vii) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of the Declaration, the Bylaws and the Condominium Act, each Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area, except Limited Common Area. Each Owner's right and interest in the Common Area shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by all persons lawfully using or entitled to the same.

(viii) Property Subject to Matters of Record. The submission of the Property is subject to all covenants, conditions, easements, and restrictions of record, including without limitation those which are set forth or referred to in Exhibit A.

(ix) Reservation of Utility Easements. The Declarant reserves on behalf of itself, its successors, and assigns, perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with the operation of the Condominium, including

water, sewage disposal, telephone, gas and electrical systems, all for the benefit of the respective Owners, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

(h) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty insurance policies maintained by the Association shall, pursuant to Section 43 (III) of the Condominium Act, be used to repair, replace or restore such damaged portion, unless the Unit Owners vote or agree to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Association is hereby irrevocably appointed the agent for each Owner and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under any such policy and to execute and deliver releases upon the payment of claims.

4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Sections 31 and 32 of the Condominium Act, the provisions of this Declaration and Bylaws, and the provisions of any applicable governmental law, ordinance and regulation. No Unit may be further subdivided.

5. Amendment of Declaration. Except as otherwise provided in the Condominium Act and this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least 75% of the Owners, provided, however, that (i) any such amendment shall be executed by such 75% of the Owners or by the president and Treasurer of the Association accompanied by a certification of vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34 IV of the Condominium Act; (iii) so long as the Declarant owns one or more Units, or Declarant retains the right and option to create additional Units upon Convertible Land and to expand the Condominium, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition or use of such Units; (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; and (vi) any such amendment shall have been approved in writing by the specified percentage of mortgagees holding first mortgages on Units.

6. FHLMC and FNMA Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, and until such time thereafter as amended in accordance with paragraph 7 herein above, to wit:

(a) A first mortgagee of a Unit in the Condominium shall, at its request, be entitled to written notification from the Directors of any of the following:

(i) A condemnation or loss which affects a material portion of the Property or such Unit on which such first mortgagee holds a first mortgage lien;

(ii) A delinquency by a mortgagor of such Unit in this performance of such mortgagor's obligations under this Declaration and the Bylaws which is not cured within 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) Any action for which the consent of the first mortgagees is required pursuant to this Declaration.

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

(c) Except as provided in the Condominium Act in the cases of condemnation or substantial loss to the Units and/or Common Area, unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) and 51% of the first mortgagees (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium; (ii) change the Percentage Interests or obligations of any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the declarant or the Association shall be not deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such Property; and (vi) amend, modify or otherwise change any rights or obligations under this Declaration or the Bylaws.

(d) First mortgagees of Units shall have the right to examine the books and records of the Association.

(e) An adequate reserve fund for maintenance, repairs and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

(f) No provision of this Declaration, the Bylaws, or the Rules shall be

construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board of Directors of the Association, as trustee for the Owners and their mortgagees.

(g) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Directors of the name and address of the first mortgagee of such Unit, and shall file a conformed copy of the mortgage with the Directors.

(h) If FHLMC or FNMA holds any interest in one or more mortgages of Units, the Board of Directors shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the Bylaws in such amounts and containing such terms, as may be required from time to time by FHLMC or FNMA.

(i) No amendment to the Declaration for relocation of boundaries of Units or subdivision of Units pursuant to Paragraph 4 hereof shall be effective unless approved in writing by 67% of the Owners.

7. No Revocation or Partition. The Common Area shall remain undivided and no Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

8. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording of this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all persons claiming by, through or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

9. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period) irrespective of the number of violations or breaches which may occur.

10. Gender. The use of the masculine gender herein shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

11. Arbitration:

RESOLUTIONS OF DISPUTES. In the event of a dispute (a) between the Owners of the Units or (b) as to any matter involving the condominium generally, any of the disputing parties at his option may:

(a) Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the State of New Hampshire. Within fourteen (14) calendar days after receiving such notice, the other party shall by written notice to the requesting party name a second arbitrator who shall likewise be an attorney licensed to practice law in the State of New Hampshire, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two Arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of the appointment of the second arbitrator to be appointed, to agree upon a settlement to the dispute, they shall the appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator need not be an attorney, but he shall be someone who is qualified by his profession to deal with the matter in dispute. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him within said twenty (20) day period, then wither party may apply to the Superior Court of the county in which the condominium is situate, for the appointment of the arbitrators whether it may be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforced by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the impartial arbitrator shall be a common expense of the Condominium.

12. **SPECIFIC DELCARANT RIGHTS.**

12.1 *Control by the Declarant.* The Declarant shall have the right to appoint the Board of Directors of the Unit Owner's Association and to exercise the powers and responsibilities assigned by the Condominium Instruments and by RSA 356-B, to the Unit Owner's Association, to the officers or to the Board of Directors, either directly or through its appointed manager. This right to control herein reserved to the Declarant shall, at the sole discretion of Declarant, continue for a period of two (2) years from the date of recording this Declaration in the Hillsborough County Registry of Deeds. The Declarant shall, during this period, have the right to appoint the

manager and exercise all functions of the Board of the Association as provided in RSA 356-B: 36. The Declarant shall have the right to relinquish its control earlier than two (2) years. In the event of foreclosure by the mortgagee holding a blanket mortgage on the Condominium during the period of control by the Declarant, all officers and directors appointed by the Declarant shall immediately resign. During this period of control, Declarant alone, or its assigns, without the consent of any Unit Owner, or the Association or the Board of Directors of the Association, or the Mortgagee(s) holding mortgages encumbering any unit or common area, unless such consent may be exercised by the Declarant or its assigns by virtue of the control reserved through this Article 12, et seq., may grant any easement or right on, over, or within the Common Area. This right to control by the Declarant is assignable without the consent of any Unit Owner, Association or Board of Directors of the Association or said Mortgagee(s).

12.2 (a) Maintenance and Assessments by the Declarant. Declarant shall not be charged or obligated to pay any maintenance or assessment or reserves for Units that do not have a Certificate of Occupancy for any month for which an assessment shall be made. For any Units that have a Certificate of Occupancy, but have not yet sold, Declarant shall be charged only a portion of the monthly assessment equal to that Unit's share of the insurance premium. However, if Declarant shall allow any Units to be occupied prior to sale, then Declarant shall be charged the regular maintenance, assessment and reserves for that Unit. Declarant shall not be responsible to pay monthly maintenance or assessments or reserves for unsold Units except as hereinbefore provided but shall be responsible for any deficit or shortfall in the common expense fund that may arise during the period of time when the Declarant shall control the Unit Owners' Association. Initially, assessments shall commence on the date of the sale of the first Unit, in each phase. Once Declarant no longer owns any particular Unit, the maintenance and common area charges for that unit shall be paid exclusively by the Unit Owners of completed residential Units in all of the Phases pursuant to the Percentage Interest allocations in Appendix C.

(b) Notwithstanding the above, each Unit Owner shall be responsible to shovel away left-over snow from driveway after driveway has been plowed by the Association, and to shovel clean snow from walkway, decks, patios, porches and to sand and salt as necessary walkway, driveway, decks, porches, and patios to maintain safe conditions.

12.3 Voting Rights. The Declarant shall be deemed to be the Unit Owner of any Unit not sold by the Declarant for voting purpose or other purposes.

12.4 Use by Declarant. Notwithstanding any other provision contained in this Declaration, the Declarant expressly reserves for itself, its representatives and assigns, the right to use one or more of the Units and the Common Area for the purpose of maintaining a sales, rental and management facility on the premises, including, without limitation, the showing of property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Units by the respective Unit Owners.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this _____ day of _____, 2006.

R. W. LARKEN HOMES, LLC

Witness

By: _____
Name: Robert Lariviere, Manager
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the ____ day of _____, 2006, before me, personally appeared Robert Lariviere, Manager of R. W. Larken Homes, LLC, duly authorized, known to me, and executed the foregoing instrument for the purposes therein contained, for and on behalf of said R. W. Larken Homes, LLC.

Name:
State of New Hampshire
Justice of the Peace/Notary Public
My commission expires:

/sea/

EXHIBIT A

SUBMITTED LAND

a certain parcel of realty shown as Lot #1 on Hillsborough County Registry of Deeds Plan No. 34096, I Plan Drawer 158, dated March 14, 2005 and revised through July 19, 2005, subject to the following:

1. Subject to and with the benefit of Utility Easement from Bryant and Peter Regas recorded in Hillsborough Registry of Deeds at Book , Page on , 2006.
2. Subject to and with the benefit of Boundary Line Agreement recorded in said registry at Book 7558, page 1246.
3. Subject to easement to Northeastern Gas Transmission Company recorded in said registry at Book 1311, Page 256, as amended at Book 6052, Page 706.
4. Subject to notes, terms, easements, matters and conditions shown on said CURRIER MEADOW Condominium Site Plan and Condominium Floor Plan, referenced above, as may be amended from time to time and recorded in said Registry.
5. Subject to access easement reserved by Currier Meadows of Manchester Realty, LLC, I deed recorded in said registry at Book , Page .

EXHIBIT B

DESCRIPTION OF UNITS

<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>	<u>STREET #</u>	<u>LIMITED COMMON AREA</u>
1	25%	8 Skymeadow Way	As shown on Plans
2	25%	14 Skymeadow Way	As shown on Plans
3	25%	20 Skymeadow Way	As shown on Plans
4	25%	21 Skymeadow Way	As shown on Plans

EXHIBIT C

BYLAWS