

DECLARATION OF CONDOMINIUM

NUBANUSIT NEIGHBORHOOD & FARM, A CONDOMINIUM

DECLARATION made, this 6th day of November, 2007, by Nubi River Partners, LLC (“Declarant”), a New Hampshire Limited Liability Company whose address is P.O. Box 176, Peterborough, New Hampshire 03458, for the purpose of establishing Nubanusit Neighborhood & Farm, A Condominium (the “Condominium”), in accordance with New Hampshire Revised Statutes (RSA), Chapter 356-B (the “Condominium Act”).

1. Submission and Declaration

a) The Declarant is the sole owner, in fee simple, of land and buildings at Steele Road, Peterborough, Hillsborough County, New Hampshire, described more fully in Appendix A, by virtue of a warranty deed from the Austrian Riding Club, Inc. dated August 6, 2004, and recorded at the Hillsborough County Registry of Deeds, Book 7309, Page 2436.

b) The Declarant hereby submits the referenced land and buildings to the condominium form of ownership, in the manner provided by the Condominium Act.

2. Definitions

As provided in RSA 356-B:12(I), terms shall have the meanings specified in RSA 356-B:3, except as defined in this paragraph, in the By-Laws, or in the Plans.

a) “Association” means the Unit Owners Association for Nubanusit Neighborhood & Farm, A Condominium, as such Unit Owners Association is defined and authorized by the Condominium Act.

b) “By-Laws” means the by-laws of the Unit Owner’s Association set out in Exhibit B to this Declaration, attached hereto as a part hereof, as they may be amended from time to time.

c) "Condominium" means "Nubanusit Neighborhood & Farm, A Condominium," a condominium which is established by the recordation of this Declaration, the By-Laws and the Plans.

d) "Condominium Act" means New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time.

e) "Declarant" means Nubi River Partners, LLC.

f) "Land" means the real property described in Exhibit A to this Declaration, attached hereto as a part hereof, together with all easements, rights and appurtenances but exclusive of all improvements.

g) "Owner" or "Unit Owner" means any Person who owns a Condominium Unit. No mortgagee shall be deemed to be an Owner or Unit Owner merely because of rights acquired under a mortgage.

h) "Property" means the Land and all improvements now or hereafter constructed thereon.

i) "Site Plan and Floor Plan" or "Plans" means the plans of the Property described herein and recorded herewith.

j) "Unit" means a portion of the Condominium, as shown on the Plans and as described in Paragraph 3(d) below.

3. Information required by RSA § 356-B:16, I

a) The name of this Condominium shall be "Nubanusit Neighborhood & Farm, A Condominium."

b) The Condominium is located on Steele Road, Peterborough, County of Hillsborough, in the State of New Hampshire.

c) The legal description of the Property is presented in Appendix A, which is hereby incorporated as part of this Declaration.

d) Delineation of Units.

(i) Buildings. The condominium consists of sixteen residential buildings, a common building, a commercial building, a barn, and one or more accessory buildings, situated on a parcel of land as described in Appendix A, and as further shown on a plan titled "As-built Condominium Site Plan, Nubanusit Neighborhood & Farm for Nubi River Partners, LLC, Steele Road, Peterborough, NH, Lot U026-008-000", prepared by SFC Engineering Partnership, Inc., dated November 14, 2007 and recorded with this declaration at the Hillsborough County Registry of Deeds. The residential buildings contain a total of twenty-nine (29) residential units. The commercial building comprises one unit (the Commercial Unit) and

the barn and associated buildings comprise an additional unit (the Farm Unit).

(ii) Units. The 31 Units are numbered from 1a to 18, as shown on the Condominium Site Plans that accompany this Declaration. The 29 residential units are designated by a designation from 1a to 16d, the numeral portion of the designation referring to the building number, and the letter portion, if any, to the Unit within the building; the Commercial Unit is designated Unit 17; and the Farm Unit is designated Unit 18. The unit numbers and locations are:

<u>Unit Number</u>	<u># Bedrooms</u>	<u>Location</u>
1A	1	Building 1
1B	2	Building 1
1C	1	Building 1
1D	2	Building 1
2A	2	Building 2
2B	3	Building 2
3	4	Building 3
4A	2	Building 4
4B	3	Building 4
5A	2	Building 5
5B	3	Building 5
6	4	Building 6
7A	2	Building 7
7B	3	Building 7
8A	2	Building 8
8B	3	Building 8
9A	2	Building 9
9B	3	Building 9
10A	2	Building 10
10B	3	Building 10
11	4	Building 11
12	4	Building 12
13	4	Building 13
14	4	Building 14
15	4	Building 15
16A	1	Building 16
16B	2	Building 16
16C	1	Building 16
16D	2	Building 16
17	NA	Commercial building
18	NA	Barn and farm buildings

The unit boundaries are described below, and shown on the Floor Plan recorded at the Hillsborough County Registry of Deeds with this Declaration. Each unit includes an undivided interest in all of the Common Area and Limited Common Area.

(iii) Boundaries of Units. The boundaries of each unit are shown in the Floor Plans previously described.

To the extent that walls, floors, and/or ceilings are designated as the boundaries of the units, all doors and windows therein, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such units, while all other portions of such walls, floors, and/or ceilings shall be deemed a part of the Common Areas.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the Common Area shall be deemed a part of the Common Area. Subject to the provisions above, all space, interior partitions, and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit.

Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and other apparatus designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a Limited Common Area appertaining to that unit exclusively.

e) Limited Common Areas.

Limited Common Areas are Common Areas assigned to the exclusive use of one or more, but less than all, Units, and include:

- Hallways,
- Decks and Patios,
- Storage sheds,
- Agricultural fields,
- Dooryards and lawns, and
- Other.

Additional Common Area may be designated as Limited Common Area if so voted by 75 percent of the votes cast by Unit Owners following procedures for such votes that are provided in the By-Laws.

The Owners of Units associated with each Limited Common Area shall be responsible for maintenance of such areas, including sweeping, removal of snow and mowing of grass, as appropriate. Unit Owners may plant and maintain additional landscaping within their Limited Common Area, subject to reasonable rules and regulations of the Unit Owners Association.

f) Common Areas.

Common Areas are all parts of the premises that are not within the boundaries of any Unit and include:

the Land, together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A, and including all improvements to the Land except the Units;

the water supply, sewage disposal, electrical and telephone system, to the extent such 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 serving, only a single Unit, which portions shall be part of the Unit);

all stairways and hallways not within the boundaries of a Unit;

the roofs, foundations (other than the finished interior surfaces that may be within the boundaries of a Unit), columns and supports of the buildings; the perimeter walls, ceilings and floors of each Unit to the interior surfaces of the joists and studs; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal that serve more than a single Unit or serve the Common Area, whether located outside the boundaries of or within a Unit, and such facilities located within a Unit that which serve parts of the Condominium other than the Unit within which they are located.

g) Allocation of Undivided Interest in the Common Areas.

Each Unit shall include an undivided interest in the Common Areas. The share of the interest held by each Unit shall be as follows:

<u>Unit Number</u>	<u>Sq. Ft. Area</u>	<u>Share of CA</u>
1A	863	1.851%
1B	1231	2.641%
1C	863	1.851%
1D	1231	2.641%
2A	1418	3.042%
2B	1678	3.599%
3	1888	4.050%
4A	1418	3.042%
4B	1678	3.599%
5A	1418	3.042%
5B	1678	3.599%
6	1888	4.050%
7A	1418	3.042%
7B	1678	3.599%
8A	1418	3.042%
8B	1678	3.599%
9A	1418	3.042%

9B	1678	3.599%
10A	1418	3.042%
10B	1678	3.599%
11	1888	4.050%
12	1888	4.050%
13	1888	4.050%
14	1888	4.050%
15	1888	4.050%
16A	863	1.851%
16B	1231	2.641%
16C	863	1.851%
16D	1231	2.641%
17	2354	5.050%
18	1000	2.145%
TOTAL	46,618	100.000%

The share of the Common Area allocated to each Unit was calculated based upon the estimated floor area of each Unit shown in the Floor Plans; however, the allocation will not change from the shares shown above, even though the size of a particular unit may vary from the sizes shown or may be altered due to future construction. In the event that the Declarant elects to convert the Convertible Land within the Condominium to additional Units, in accordance with this Declaration, the ownership shares of the Common Area stated above shall be reduced proportionally as provided in this Declaration.

h) Statement of Purpose and Restrictions as to Use. The Condominium is intended for a mix of residential, commercial and agricultural uses. The use of individual Units is subject to the following provisions, together with the provisions of the By-Laws and any rules adopted pursuant to the By-Laws in furtherance of that intent:

(l) Permitted Uses. Each Residential 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 or of the tenant. Such use may include home occupations or home businesses that are permitted under the zoning ordinances of Peterborough, subject to conditions imposed under any decision of any board of the Town of Peterborough, and subject to reasonable rules established by the Unit Owners Association. Owners may lease their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration and the By-Laws.

The Commercial Unit shall be used only for the following uses, and only to the extent permitted by local zoning: professional offices, including doctors', dentists' and other healing arts offices and exam rooms, real estate or travel agents, accountants, lawyers, etc.; administrative offices of a business or non-profit organization; gifts shops; art studios and galleries; and museums or

similar exhibit space. This commercial use shall occur primarily during daytime hours, 8 a.m. to 6 p.m.

The Farm Unit and the Limited Common Area associated with the Farm Unit shall be used only for agricultural purposes, including the growing of crops, flowers, and ornamental shrubs and trees; raising of livestock; dairy operations; and boarding and training of horses. No commercial operation or business may be carried out on the Farm Unit except for office use accessory to the agricultural operation, processing of agricultural products that is appropriately and necessarily conducted on a farm, and sales of food and other products produced on the farm.

The Common Area shall be used only by the Owners and tenants in residence and their guests, invitees and licensees. Limited Common Areas shall be used only by the Owners and tenants in residence and their guests, invitees and licensees of the Unit to which the Limited Common Area is assigned. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Common Area and the Limited Common Area shall be governed by the By-Laws and by any rules adopted by the Unit Owners Association, as such By-Laws and rules may be amended.

Common Area includes Limited Common Areas and all Unit Owners own an undivided interest in the Common and Limited Common Areas, although Limited Common Areas are reserved for the exclusive use of Owners of Units to which such Limited Common Areas are assigned as shown on the Plans.

(II) Easement to Facilitate Completion and Sales. The Declarant is the Owner of all Units which have been constructed but not sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and such sale, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the rights to store materials, the maintenance of a sales office and a rental office, the showing of property and the displaying of signs. In addition, the Declarant and its duly authorized agents, representatives and employees shall have the right to use any and all unsold Unit or Units as sales offices and/or 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 Unit 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 Encroachment. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser, shall be altered in any way by encroachment 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 and serving the Common Area or his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units and to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving other units or the Common Area and located in such Unit. The Unit Owners Association shall have a right of access to each unit to inspect the same, to correct violations of the Rules or the By-Laws and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(V) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any rules and regulations adopted by the Unit Owners Association, and decisions and resolutions of the Unit Owners Association or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith 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 shall be authorized by resolution of the Unit Owners Association, which shall be entitled to recover all reasonable costs and expenses of such actions, including attorney's fees.

All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the By-Laws and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and other 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) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit 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 Areas so long as such use is in accordance with this Declaration and By-Laws. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Areas so long as such use is in accordance with this Declaration and By-Laws.

(i) 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 policy shall, pursuant to Section 43, III, of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Unit Owners Association is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid, not to the Unit Owners Association, but to a commercial bank as trustee for the benefit of the Unit Owners Association, the Unit Owners or any mortgagees as their interests may appear.

(j) Other Provisions. The Unit Owners Association shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Manager, if any, and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(I) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceilings and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand

Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the full replacement value of structures within the Condominium and payable to a commercial bank designated by the Unit Owners Association as trustee for the Owners and their mortgagees, as their respective interests may appear.

(II) Public liability insurance 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 individuals referred to in Section j(ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, need not insure against individual liability of a Unit Owner for negligence occurring within a Unit or within the Limited Common Area to which his Unit has exclusive use.

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

(IV) Such other insurance as the Unit Owners Association may determine.

(V) Unit Owners shall have the right to insure themselves against loss to their personal property, loss to Unit improvements and/or negligence.

3a. Limits on Declarant's Obligation to Complete Certain Improvements

Declarant has no obligation to construct or complete any buildings or other improvements associated with the Farm Unit (Unit 18). The owner of Unit 18 shall be permitted to construct or cause to be constructed a barn and associated structures such as (but not limited to) silos within the footprint of the Farm Unit 18 as shown on the recorded condominium site plans to the maximum height permitted by the Peterborough Zoning Ordinance, and shall be entitled to construct farm structures such as (but not limited to) outbuildings, fences, gates, troughs, bins, and shelters within the area designated on the site plans as Limited Common Area for Unit 18. No improvements on the Farm Unit, other than improvements or changes to the interior of any building, shall be made unless the plans for such improvements have been approved by the Declarant, during the "Period of Declarant Control" as defined in the By-Laws of the Condominium, or by the Board of Directors if after the Period of Declarant Control.

4. Convertible Land

This Condominium includes Convertible Land, as shown on the Site Plan, and as more fully described and controlled below. Declarant reserves the right to create Units or Limited Common Area within the Convertible Land, as follows:

(a) Description of Convertible Lands: The legal description of the Convertible Lands is presented in Appendix A, and is hereby incorporated as part of this Declaration.

(b) Maximum number of units. No more than four (4) additional units may be created within the convertible land described above, along with Limited Common Area to be assigned to each unit or several such units.

(c) Permitted use. The units and Limited Common Area created out of the Convertible Land may be used only for single-family residential purposes, including such uses as are customarily accessory to residential use. Permitted accessory uses include gardens, cultivated fields, pastures, and the stabling and pasturing of horses and other farm animals, subject to the reasonable rules and regulations of the Unit Owners Association.

(d) Structures. Any structures built within the Convertible Land will be in harmony with the farm and neighborhood style of the Condominium. All permanent structures and all structures used for habitation will be constructed on site, and will be constructed of materials and with workmanship of quality comparable or exceeding structures of similar use included in the units in the original Declaration. Because the structures within the Convertible Land would be located at a considerable distance from structures described by the original Condominium Declaration, no further restriction on architectural style or building materials is imposed on these structures.

(e) Other improvements. Declarant may make other improvements within the Convertible Land, including roads, driveways, lighting, utilities, water supply, sewage treatment, fences, walls, and landscaping. Declarant may construct, within the Common Area as shown on the Site Plan, roads or driveways, utility connections and similar improvements to serve the Convertible Lands.

(f) Design of the units. The units to be created within the Convertible Land will not be identical to the units created by the original declaration. The units within the Convertible Land are intended to be single-family residences set apart from each other with a minimum of shared facilities or services. Such units will be comparable to rural residences on large lots elsewhere in the Peterborough area, and may have an architectural style and building materials that are different from the units on the other portions of the land submitted under the original Declaration.

(g) Reserved right to create Limited Common Area. The Declarant reserves the right to create Limited Common Area within the Convertible Land, to assign such Limited Common Area to Units, and to designate Common Area that may subsequently be assigned as Limited Common Area. Declarant may designate any or all of the area of the Convertible Land as Limited Common Area or Common Area that may subsequently be assigned as Limited Common Area.

(h) Undivided interest in the Common Area, Voting. Each Owner of a Unit created within the Convertible Land shall be entitled to an undivided interest in the Common Area in proportion to the size of the Unit, calculated in the same manner as the allocations of interests for Units described in section 3(g) of this Declaration, with each such additional Unit counted as having 2,500 square feet of area. Each Unit Owner of a Unit created within the Convertible Land shall be entitled to a weighted vote within the Unit Owners Association that corresponds to that Unit's undivided interest in the Common Area.

(i) Declarant may elect to convert any or all of the Convertible Land to additional Units and/or Limited Common Area in accordance with this Declaration and Sections 20, I and 23 of the Condominium Act, at any time within five (5) years of the initial recording of this Declaration, or such additional time provided by an amendment to this Declaration adopted in accordance with Section 54 of the Condominium Act. Declarant shall be responsible for any registration requirements for additional Units as provided by Sections 48 to 55 of the Condominium Act.

5. Amendment of Declaration.

Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of Owners holding at least seventy-five percent (75%) of the total vote of all Unit Owners cast in person or by proxy at a meeting in accordance with the provisions of the By-Laws; provided, however, that (i) no such amendment shall be effective until evidence thereof has been duly recorded at said Hillsborough County Registry of Deeds pursuant to Section 34, IV, of the Condominium Act, (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, improvement, sale, lease or other disposition of such Unit(s), and (iii) no such amendments shall be contrary to the provisions of the Condominium Act.

6. No Revocation or Partition.

The Common Area shall remain undivided and no Unit 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.

7. Consent of First Mortgagees.

Notwithstanding any other provision of this Declaration, the By-Laws or the rules, unless prior written approval is given by the mortgagees holding first mortgages recorded at the Hillsborough County Registry of Deeds on at least seventy-five percent (75%) of the Units encumbered by mortgages, the Unit Owners Association shall not be entitled to:

a) By act or omission seek to abandon or terminate the Condominium;

b) Change the pro rata 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 undivided percentage interest of each Unit in the Common Area;

c) Partition or subdivide any Unit;

d) 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 Condominium shall not be deemed a transfer within the meaning of this clause.); or

e) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, placement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

f) Nothing in this section shall be interpreted to require approval of the Declaration and By-Laws that created the Condominium from the holder of a mortgage from Declarant.

8. Priority of Mortgagees.

No provision of this Declaration, the By-Laws, or the rules shall be construed to grant to any Unit owner, or to any other party, any priority over any rights of first and second mortgagees of the Condominium Units pursuant to their mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

9. Owner's Obligation to Repair.

Each Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and keeping of the interior of the Unit in good repair. Each Owner shall be responsible for the maintenance, repair or replacement of any bathroom fixtures, plumbing fixtures, appliances, heating equipment or lighting fixtures and other property which are not Common Area, and which are located in his or her Unit. Each Owner shall immediately notify the Manager or an officer of the Unit Owners Association of any damage to or malfunction of any pipe, wire, or other utility installation which is Common Area within his or her Unit. No Owner shall permit any repair or other work (minor repairs excepted) in his or her Unit by anyone unless any such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Board, and unless such repair or other work is performed in compliance with all governmental laws, ordinances, rules and regulations. Each Owner shall be responsible for

all damage to any and all other Units or Common Areas resulting from his failure to make any of the repairs required to be made by him by this Section.

10. Prohibition Against Structural Changes by Owner.

No Owner shall, without first satisfying the requirements regarding repair or other work set forth in Section 9 above and, in addition, obtaining written consent of the Association:

- a) make or permit to be made any structural alteration, improvement or addition in or to his or her Unit or in or to any other part of the Condominium;
- b) tamper with any bearing wall or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Building or other structure in the Condominium;
- c) impair any easement or right or personal property which is a part of the Condominium; or
- d) paint or decorate any portion of the exterior of the Building or other structure in the Condominium or any Common Area therein;

Said requirements shall not apply to the Declarant nor to any Units owned by the Declarant.

11. Entry for Repairs.

The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, including the Manager, to enter any Unit when necessary in connection with any repair, maintenance or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, including the Manager, or by any two or more Owners acting as a group, to enter any Unit for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby or expense in connection therewith shall be repaired or satisfied by the Board out of the Common Expense fund unless such emergency repairs are necessitated by the negligence of one or more Owners, in which case the negligent Owner or Owners shall bear the expense of such repairs.

12. 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 the recording

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 or 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.

13. Waiver.

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

14. Gender and Number.

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.

IN WITNESS WHEREOF, Nubi River Partners, LLC, Declarant, has caused this Declaration to be executed this day of November, 2007.

Witness

Nubi River Partners, LLC
by: Richard M. Pendleton, Member
Duly Authorized

STATE OF NEW HAMPSHIRE,
COUNTY OF _____, SS:

On the day of November, 2007, before me personally appeared Richard M. Pendleton, Member, Nubi River Partners, LLC, personally known to me or proven by satisfactory identification, which was _____, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Notary Public
My commission expires:

Appendix A:
Legal Description of Submitted Property

A certain farm, or tract of land with the buildings thereon, situate in the westerly part of Peterborough, in the County of Hillsborough and State of New Hampshire, and bounded and described as follows:

Beginning on the highway leading from the center village to the Union Village at a point ranging or parallel with the center of the bridge (leading over the river to the premises); thence

- 1) Westerly on said highway to the east line of land formerly of Mark Wilder; thence
- 2) Southerly on said Wilder line to the southeast corner thereof; thence
- 3) Westerly along said Wilder land on the bank of the river to the line formerly of A.P. Morrison; thence
- 4) Following said Morrison line to the south line of land formerly of David Wilson; thence
- 5) Westerly on said line to the west side of the paper mill pond, so-called; thence
- 6) Skirting or following the shore of said pond to the Union Manufacturing Company's east line now or formerly; thence
- 7) Southerly on said Company's line to their southeast corner; thence
- 8) Westerly on said Company's line to the northeast corner of land formerly of Jacob Upton; thence
- 9) Southerly on said Upton line and the line of lands formerly occupied by William Simmonds to John Q. Adams' north line, now or formerly; thence
- 10) Easterly on said Adams' line to the northeast corner thereof and the southeast corner of these premises; thence
- 11) Northeasterly by land formerly of George H. Longley to the end of the wall on the south side of his road; thence
- 12) Westerly bounding on the south side of said Longley Road and across the bridge to the bounds first mentioned, containing by estimation one hundred twenty (120) acres, more or less.

Together with the right of way over and through the land sold by John H. Steele to Jacob Upton as reserved by said Steele in his deed.

Reserving to A.P. Morrison and Mark Wilder, or their heirs or assigns, all the right which they or either of them have acquired by deed to the building or maintaining of mill dams and the right of flowage on or over any portion of the above-described premises.

Excepting and reserving from this conveyance that part conveyed by Richard G. Williams to David B. Ashton, dated April 1962, and described as follows:

A certain tract or parcel of land situated in the westerly part of Peterborough, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at a point thirty (30) feet south of the southeastern end of the abutment wall of the bridge at an iron pipe set in the ground; thence running southeasterly following the curvature of the road one hundred forty-one (141) feet to the northeasterly end of a stone wall; thence turning and running southeasterly along said stone wall sixty-two (62) feet, more or less, to a corner of stone walls at other land of David B. Ashton; thence turning and running southwesterly along said stone wall approximately two hundred fifty (250) feet to an iron pipe set in the ground beside the wall; thence turning and running northerly three hundred thirty-four (334) feet, more or less, to the point of beginning.

Said premises are subject to easement given by Ruth L.H. Swanson and A. Howard Swanson to the Public Service Company of N.H., dated September 11, 1953, and recorded in the Hillsborough County Registry of Deeds, Volume 1367, Page 328.

Being the same premises conveyed to Nubi River Partners, LLC by Warranty Deed of Austrian Riding Club, Inc. dated August 6, 2004 and recorded August 31, 2004 at Book 7309 Page 2436 of the Hillsborough County Registry of Deeds.

Legal Description of Convertible Land

The Convertible Land, as described in Section 4 of this Declaration, is further specified and described as follows:

A certain parcel of land located in the Town of Peterborough, County of Hillsborough, State of New Hampshire, and being more particularly described as follows:

Beginning at the southwesterly corner of the premises at an intersection of stonewalls and at land of Lussier; thence

N 00° 26' 06" W, a distance of 499.57 feet by said stonewall to a corner of stonewalls; thence

N 86° 07' 18" E, a distance of 230.77 feet by said stonewall to an intersection of stonewalls; thence

N 34° 54' 12" E, a distance of 688.23 feet by said stonewall to a point; thence

N 31° 09' 54" E, a distance of 117.00 feet by said stonewall to a point; thence

N 21° 32' 36" E, a distance of 219.38 feet by said stonewall to a point; thence

N 11° 44' 48" E, a distance of 177.92 feet by said stonewall to a point; thence

S 24° 17' 45" E, a distance of 1545.53 feet to a point; thence

N 66° 49' 05" E, a distance of 133.72 feet to a point; thence

S 11° 26' 58" E, a distance of 123.40 feet to a point; thence

S 41° 39' 45" E, a distance of 30.84 feet to a point; thence

S 51° 06' 03" E, a distance of 28.54 feet to a point; thence

S 83° 39' 58" E, a distance of 46.41 feet to a point; thence

N 84° 39' 18" E, a distance of 102.46 feet to a point; thence

N 14° 14' 02" W, a distance of 205.21 feet to a point; thence

N 54° 41' 33" E, a distance of 663.42 feet to a point; thence

S 46° 11' 57" E, a distance of 479.61 feet to a point; thence

S 20° 55' 31" E, a distance of 156.38 feet to a point; thence

S 43° 08' 17" E, a distance of 241.56 feet to a point on a stonewall;
thence

S 57° 39' 18" W, a distance of 286.09 feet by said stonewall to a point;
thence

N 87° 30' 00" W, a distance of 1158.50 feet by said stonewall to a point;
thence

N 85° 36' 12" W, a distance of 411.99 feet by said stonewall to a point;
thence

N 84° 29' 18" W, a distance of 1024.73 feet by said stonewall to the point
of beginning.

Said premises are subject to an easement given by Ruth L.H. Swanson
and A. Howard Swanson to the Public Service Company of N.H., dated
September 11, 1953 and recorded in the Hillsborough County Registry of
Deeds Book 1367 Page 328.

Meaning and intending to describe a portion of the premises conveyed by
deed recorded in Hillsborough County Registry of Deeds Book 7309 Page 2436.
The premises described are depicted as Convertible Land on a plan entitled
"Condominium Site Plan, Nubanusit Neighborhood & Farm for Nubi River Part-
ners, LLC, Peterborough, NH, Lot U026-008-000", prepared by SFC Engineering
Partnership, Inc., dated 12/7/2006 and recorded at the Hillsborough County
Registry of Deeds, Plan #35247.