

DECLARATION

DECLARATION OF CONDOMINIUM

ATHERTON COMMON CONDOMINIUM .

JEFFREY F. PURTELL of Amherst, Hillsborough County, New Hampshire and RAYMOND F. PURTELL of Punta Gorda, Charlotte County, Florida, by the power conferred to us as the sole trustees of PURTELL REALTY TRUST, under a trust instrument executed on October 22, 1981 and recorded in the Hillsborough County Registry of Deeds, Volume 2884, Page 207 (hereafter called the "Declarant"), hereby declare:

1. Submission and Declaration. The Declarant, owner in fee simple absolute of the land described in Exhibit A hereto, hereby submits the land, together with all buildings and improvements now existing or hereafter constructed thereon, and all easements, rights and appurtenances to said land, to the provisions of the Condominium Act, New Hampshire Revised Statutes Annotated, Chapter 356-B (hereafter R.S.A. 356-B), and hereby creates with respect to said property a condominium form of ownership.

2. Definitions. As provided in R.S.A. 356-B:12, I, terms shall have the meanings specified in R.S.A. 356-B:3, except as defined in this paragraph, in the By-Laws or in the Plans.

(a) "Board of Directors" or "Board" means the executive entity designated as the governing body of the Unit Owners Association by the By-Laws of Atherton Common Condominium.

(b) "By-Laws" means the by-laws of the Unit Owners Association set out in Exhibit C to this Declaration, attached hereto as a part hereof, and as they may be amended from time to time.

(c) "Condominium" means the "ATHERTON COMMON 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) "Convertible Land" means an area of land within the Common Area of the Condominium that may become the location of additional Condominium Units or Limited Common Area or improvements in later phases of development by the Declarant.

(f) "Declarant" means Purtell Realty Trust, a nominee trust governed by the law of New Hampshire, with a mailing address of Box 28, Amherst, New Hampshire 03031.

(g) "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.

(h) "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.

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

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

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

3. Statutory Requirements. Provisions required by Section 16, I, of the Condominium Act:

(a) Name: This Condominium shall be known as "ATHERTON COMMON CONDOMINIUM."

(b) Location: The Condominium is located in the Town of Amherst, Hillsborough County, New Hampshire.

(c) Description of Land: Exhibit A contains a legal description by metes and bounds of the Land submitted to the Condominium Act. In the event the Declarant does not develop any portion of the Convertible Land, the Declarant hereby reserves the right to complete only so much of Atherton Lane as is necessary to serve the Units actually constructed.

(d) Description of Units:

(i) Buildings. The Condominium will consist of nine (9) residential Units located in three (3) buildings. These buildings will be constructed on the Land at the locations, and with the approximate dimensions, shown on the site plan, in the area shown as the Initial Phase of the development of the Condominium. The Declarant is only obligated to complete nine (9) Units, but may construct as many as thirty-six (36) additional Units on Convertible Lands, as explained in Paragraph 4 hereunder.

(ii) Units. Exhibit B to this Declaration, attached hereto as a part hereof, is a list of all Units with their respective designations, undivided interests in the Common Areas and Limited Common Areas assigned to each. The Plans show the location of each Unit.

(iii) Unit Boundaries. Each Unit consists of the space within the following boundaries:

Horizontal Boundaries: The upper and lower (horizontal) boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

Upper Boundary: The unfinished interior surface of the uppermost ceiling.

Lower Boundary: The unfinished interior surface of the basement floor or the lowermost floor if there is no basement, excluding the floor of the deck or porch serving a Unit, which shall be Limited Common Area.

Vertical Boundaries: The perimeter (vertical) boundaries of each Unit shall be the vertical plane of the interior surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, together with the exterior unfinished surfaces of the window frames, door frames, doors and glass.

Each Unit includes the portions of the building within the above boundaries and the space enclosed by the boundaries, except any Limited Common Area described in Paragraph 3(e) hereof, which may be located therein. The unfinished interior of the lowermost floor, perimeter walls and uppermost ceiling of a Unit, consisting of, without limitation, all paint, paneling, wallpaper, rough flooring, finished flooring, carpeting, tiles, and any other materials constituting any part of the finishing materials and finishing surfaces thereof are part of each Unit. The Owner of a Unit owns the interior walls and partitions which are contained in his Unit, the window and door glass, the entrance door and window frames (to the unfinished exterior surfaces thereof). A Unit does not include any pipes, wires, cables, chutes, flues, conduits, utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through that Unit which are utilized for or serve more than one Unit or serve any portion of the Common Area or Limited Common Areas, and such items are part of the Common Area. Electrical, telephone and cable television wiring that serves only one Unit but runs through the adjoining Unit shall be owned by the Unit Owner whom it serves (to the extent they are not owned by the supplier of the utility service) and that Unit Owner will have an easement through the adjoining Unit as provided in Paragraph 3(h)(vii) below. A Unit does not include any entrance way, driveway, balcony, porch or deck serving that Unit, which entrance way, driveway, balcony, porch or deck shall be Limited Common Area.

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

(i) Common Area consists of all of the Property other than the Units and includes the Limited Common Areas and, without limitation, the following:

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 be made to the Land except the Units; and

the Convertible Lands that may become the location of additional Condominium Units, Limited Common Area or improvements in later phases of development by the Declarant; and

the water supply, sewage disposal, electrical, telephone, and cable television systems serving the Condominium to the extent such systems are located outside the boundaries of the Units and are not owned by the supplier of the utility service; and

any recreational amenities, including tennis courts, which the Declarant is under no obligation to begin or complete until the Declarant has completed construction of at least twenty-four (24) Condominium Units pursuant to paragraph 4 hereunder.

(ii) Limited Common Areas consist of the following Common Areas which are assigned to the exclusive use of one or more Unit Owners as shown on Exhibit B hereto:

any pipes, ducts, flues, chutes, chimneys, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services (to the extent they are not owned by the supplier of the utility service) or waste removal contained within or on a building that serve both the Units located in the building (collectively referred to in Exhibit B as "Common Systems with adjoining Unit"); and

the balconies, decks or porches and the land underneath the decks or porches; and

the driveway adjacent to each Unit, which extends off Atherton Lane.

(f) Additional Assignment of Common Area not within the boundaries of Convertible Lands as Limited Common Area. Additional Common Area may be assigned as Limited Common Area in order to create additional parking spaces where practical or for other purposes. Any such additional assignments of Limited Common Area must be approved by agreement of Unit Owners of Units to

which sixty-seven percent of the votes in the Unit Owners Association appertain. Each amendment to the Declaration making such an additional assignment of Common Area as Limited Common Area shall be executed by the President of the Unit Owners Association. Such amendments shall be delivered to the Unit Owner or Owners of the Unit or Units concerned upon payment by them of all reasonable costs for the preparation and acknowledgment thereof. Said amendments shall become effective when the aforesaid Unit Owner or Owners have executed and recorded it, and the recordation thereof shall be conclusive evidence that the method prescribed pursuant to R.S.A. 356-B:16, I(f) was followed.

(g) Allocation of Undivided Interests. Each Unit will have an equal one-ninth (1/9th) undivided interest in the Common Area. When the Declarant begins further phases of development to add as many as thirty-six (36) additional Units within the boundaries of the Convertible Lands, this Declaration will be amended to reallocate interests in the Common Area in order to provide each Unit with an equal fractional interest in the Common Area, thereby reducing the fractional interest previously assigned to existing Units. Such amendments to reallocate interests in the Common Area will be executed and recorded pursuant to R.S.A. 356-B:18 after the Declarant registers additional Units with the Consumer Protection and Antitrust Division of the Attorney General's Office of the State of New Hampshire. No additional real property will become subject to the Condominium as the result of the development of additional Units and improvements on Convertible Lands because the Convertible Lands are already part of this Condominium. No change in the fractional interests in the Common Area pursuant to later phases of development to add additional Units may be made after the statutory period of five (5) years provided by R.S.A. 356-B:23 or such other period as the statute may allow.

(h) Allocation of Voting Rights. Each Unit will have one (1) vote in the Unit Owners Association. Each additional Unit constructed in the Convertible Lands will be allocated one (1) vote in the Unit Owners Association upon completion.

(i) Statement of Purposes and Restrictions as to Use. The Condominium and each of the Units are intended for residential use and the following provisions, together with the provisions of the By-Laws and any rules adopted pursuant to the By-Laws, are in furtherance of that intent:

(i) Residential Use. 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, or by the Owner or tenant. Except as set forth below, no commercial or business use of any kind may be made of the Units or Common Area. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration and the By-Laws.

The Common Area shall be used only by the Owners and tenants in residence and their guests, invitees and licensees. Limited Common Area 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 Board of Directors, and 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 by Exhibit B), subject to the rules and restrictions set forth in the By-Laws of the Condominium or rules promulgated thereunder, and as they may be amended from time to time.

(ii) Occupancy Limitation. Without the consent of the Board of Directors, no Unit shall be occupied by more than six (6) persons or by more than four (4) persons who are not related by blood, marriage or legal adoption to some other occupant of said Unit.

(iii) Prohibition on Addition of Bedrooms. No room shown on the Plans and not designated as a bedroom shall be used as a bedroom and no bedroom, living room or other room shall be subdivided to create a separate room. No exterior or interior changes may be made to a Unit which will convert any attic, basement or other space not designated as a bedroom into a room in which someone can sleep. These restrictions shall run with the land and shall be enforceable by: - (a) any resident or owner of property in the Condominium; (b) the Amherst Board of Selectmen or their agent; (c) any abutter to the Condominium.

(iv) Limitation on Tree Clearing. Any tree clearing in the open space area shall be approved by a three (3) person committee consisting of a forestry professional selected by the Amherst Conservation Committee, a member of the Planning Board for the Town of Amherst, and a representative of the Declarant or the Unit Owners Association.

(v) Easement to Facilitate Completion and Sales. The Declarant is the Owner of all Units which have been constructed but have not been 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 right 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.

(vi) Easements for Structural Encroachments. To the extent that any Unit or Common Area encroaches on any other Unit or Common Area, whether by reason of any deviation from the site plans and floor plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist. There shall also 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.

(vii) Easement for Access to Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Limited Common Area Located Inside of Units; Easement for Support. Each Unit Owner shall have an easement in common with the Owners of adjoining Units in a building to use any pipes, wires, ducts, cables, conduits, public utility lines and other Limited Common Area located in any of the Units in a building and serving other Units. Each Unit shall be subject to an easement in favor of the Owner of adjoining Units in a building for passage of electrical, telephone and cable television wiring that serves only the adjoining Unit. Each Unit Owner who shares the right to use Limited Common Area with another Unit Owner or who has an easement through a Unit for the passage of electrical, telephone and cable television wiring, may enter the Unit of the other Unit Owner to install such wiring, to correct conditions threatening the Limited Common Area or other Unit and to make repairs or replacements, which are accessible only from that Unit, all in accordance with the rules, regulations and restrictions established by the By-Laws and the Unit Owners Association. The Board of Directors and its agents or representatives, shall have a right of access to each Unit to inspect the same, to correct violations of the Rules or By-Laws and to carry out its other responsibilities as set forth in the Rules or By-Laws. 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 the other Unit in a building.

(viii) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any rules and regulations adopted by the Board of Directors, and decisions and resolutions of the Board of Directors 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 Board of Directors and the Condominium Unit Owners Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' 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 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.

(ix) 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 Area 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 Area so long as such use is in accordance with this Declaration and By-Laws.

(j) 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 Board of Directors 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 Board of Directors, but to a commercial bank as trustee for the benefit of the Unit Owners Association, the Unit Owners or mortgagees as their interests may appear.

4. Additional Statutory Requirements - Convertible Condominium.
Provisions required by Section 16, II, of the Condominium Act:

(a) Legal Description of Convertible Lands. Exhibit A-1 contains a legal description by metes and bounds of the Convertible Lands within the Condominium

(b) Maximum Number of Units and Location. Six (6) is the maximum number of Units that may be created in the Convertible Land I, six (6) Units is the maximum number of Units that may be created in Convertible Land II, six (6) Units is the maximum number of Units that may be created in the Convertible Land III, nine (9) Units is the maximum number of Units that may be created in Convertible Land IV, nine (9) Units is the maximum number of Units that may be created in Convertible Land V.

The Declarant expressly reserves the right to create less than the maximum number of Units in each Convertible Land and to site them when new site plans are filed pursuant to Section 20, III, of the Condominium Act at the time of conversion of Convertible Land.

(c) Residential Use. The Convertible Land will be restricted to residential use in the same manner and with the same exceptions as provided in Paragraphs 3(h) and 4(e) of this Declaration.

(d) Compatibility of Additional Structures. Any structure erected on any Convertible Land will be compatible with structures on other portions of the Condominium in terms of quality of construction, the principal materials to be used and architectural style.

(e) Improvements. Recreational amenities, including two (2) tennis courts, may be created in Convertible Land VI, and must be completed when and if the Declarant completes construction of twenty-four (24) Units.

(f) Differences in Additional Units. Any Units created within the Convertible Lands will be substantially similar to the Units on the other portions of the Condominium. There may be minor differences in design, layout and size, but the quality and significant characteristics of the additional Units will be the same. Floor plans for Units to be constructed on Convertible Lands will be recorded pursuant to R.S.A. 356-B:20, III, at the time each land is converted.

(g) Additional Limited Common Area. The Declarant reserves the right to create Limited Common Area in the Convertible Lands that are similar in type and size per Unit to those assigned to each Unit created by this Declaration.

(h) Right to Mortgage. Declarant specifically reserves, pursuant to Section 8 of the Condominium Act, R.S.A. 356-B, the right to mortgage for construction purposes of improvements and structures on or to the land identified as Convertible Lands I through VI in Exhibit A-1, in the event the Declarant elects its right to further develop the Condominium as provided in this Paragraph 4 of the Declaration.

5. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-seven percent (67%) of the votes of the Unit Owners, cast in person or by proxy at a meeting held 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 sale, lease or other disposition of such Unit(s), (iii) no such amendment shall be contrary to the provisions of the Condominium Act, and (iv) no such amendment shall affect the rights reserved pursuant to Paragraphs 4 and 5 of this Declaration, without the written consent of the Declarant.

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 at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Hillsborough County Registry of Deeds constituting first liens on the Units subject to such mortgages have given their prior written approval (based upon one vote for each first mortgage owned), the Unit Owners Association and Board of Directors 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 fractional 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, except that 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 and roadways within the Condominium may be conveyed to the Town of Amherst by vote of a simple majority of the Unit Owners who are present in person or by proxy at a meeting held in accordance with the provisions of the By-Laws;

(e) 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 improvements, substantially in accordance with the Declaration and original Plans and specifications except as provided by statute in case of substantial loss to the Units and/or Common Area;

(f) Alter the boundaries of any Unit; or

(g) Change the interests of the Unit Owners in the Common Areas or Limited Common Areas.

This Paragraph 7 shall not apply to or in any way be construed as a limitation upon the right of Declarant pursuant to Paragraph 4 to create additional Units, Limited Common Area and improvements in the Convertible Lands and to proportionately reduce the fractional interests in the Common Area appertaining to existing Units when the Declarant begins further phases of development to add as many as thirty-six (36) additional Units, or to mortgage the Convertible Lands for construction purposes.

8. Priority of First 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 mortgagees of the Condominium Units pursuant to their first 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. 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 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.

10. 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.

11. 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, Purtell Realty Trust has caused this Declaration to be executed by its sole trustees this 13th day of March , 1984.

WITNESS:

PURTELL REALTY TRUST

Alice C. Briggs

By: Jeffrey F. Purtell
Jeffrey F. Purtell, Trustee

Teresa Birchfield

By: Raymond F. Purtell
Raymond F. Purtell, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the 13th day of March , 1984, before me, personally appeared Jeffrey F. Purtell, who acknowledged himself to be, together with Raymond F. Purtell, the sole trustees of Purtell Realty Trust, and that they, as such sole trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Alice C. Briggs
Justice of the Peace/Notary Public

STATE OF FLORIDA
COUNTY OF CHARLOTTE

On the 13th day of March , 1984, before me, personally appeared Raymond F. Purtell, who acknowledged himself to be, together with Jeffrey F. Purtell, the sole trustees of Purtell Realty Trust, and that they, as such sole trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Teresa Birchfield
Notary Public

JOINDER OF MORTGAGEE



Charles D. Carey, 24 The Green, Dover, Delaware, holder of a mortgage lien on the premises described in Exhibit A and Exhibit A-1, conveyed by mortgage deed of Purtell Realty Trust dated October 6, 1983 and recorded in the Hillsborough County Registry of Deeds at Book 3087, Page 156, joins herein for the purpose of assenting to recordation of this Declaration, the Exhibits hereto, and to the Site and Floor Plans and to the legal effect and operation thereof; provided, however, that until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein as fully as if said mortgage originally had been of the Units and appurtenant Common Areas.

WITNESS:

Barbara H. Landry

Charles D. Carey
Charles D. Carey

STATE OF DELAWARE *New Hampshire*
COUNTY OF *Hillsborough*

On the *15th* day of *March*, 1984, before me, personally appeared Charles D. Carey and acknowledged the foregoing instrument.

Barbara H. Landry
Notary Public
MY COMMISSION EXPIRES MARCH 14, 1988

JOINDER OF MORTGAGEE

United Federal Bank, a banking corporation duly organized under the laws of New Hampshire and having a place of business in Manchester, County of Hillsborough, State of New Hampshire, holder of a mortgage lien on the premises described in Exhibit A and Exhibit A-1, conveyed by mortgage deed of Purtell Realty Trust dated MARCH 6, 1984, recorded in the Hillsborough County Registry of Deeds, Volume 3132, Page 641, joins herein for the purpose of assenting to recordation of this Declaration, the Exhibits hereto, and to the Site and Floor Plans and to the legal effect and operation thereof; provided, however, that, until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein as fully as if said mortgage had originally been of the Units and appurtenant Common Area.

WITNESS:

Bartana E. Connor

UNITED FEDERAL BANK

By: Mark A. Northridge
Senior Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the 14th day of MARCH, 1984, before me, personally appeared Mark A. Northridge, who acknowledged himself to be the Senior Vice President of United Federal Bank and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

My Commission Expires December 9, 1986

Bartana E. Connor
Justice of the Peace/Notary Public

EXHIBIT B TO DECLARATION OF
ATHERTON COMMON CONDOMINIUM:

DESCRIPTION OF UNITS

LIMITED COMMON AREAS ASSIGNED

UNIT NUMBER	MODEL NAME	*UNDIVIDED INTEREST IN THE COMMON AREA	ATTACHED DECK AND/ OR PORCH AND THE LAND UNDERNEATH	COMMON SYSTEMS WITH ADJOINING UNITS	DRIVEWAY ADJACENT TO UNIT
13	Atherton	1/9	X	X	X
14	Eastman	1/9	X	X	X
15	Danforth	1/9	X	X	X
16	Fisk	1/9	X	X	X
17	Bradford	1/9	X	X	X
18	Claggett	1/9	X	X	X
19	Atherton	1/9	X	X	X
20	Eastman	1/9	X	X	X
21	Claggett	1/9	X	X	X

*The undivided interests will be reallocated when the condominium declaration is amended to allow construction of additional units on convertible lands so that each unit in the condominium will continue to have an equal fractional interest in the common area.