

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***12 Thousand 9 Hundred 00 Dollars	
DATE 09/29/2011	ST821946 s ***12900.00
VOID IF ALTERED	

WARRANTY DEED

We, **Donald W. Wilson and Margaret R. Wilson**, husband and wife, of 567 Bay Road, Durham, Strafford County, New Hampshire, for consideration paid, grants to **Bruce A. Leichtman and Michelle D. Leichtman**, husband and wife, as joint tenants with rights of survivorship, of 3 Ellison Lane, Durham, Strafford County, New Hampshire,

with Warranty Covenants

A certain parcel of land situate on the southeasterly sideline of Bay Road, Durham, Strafford County, New Hampshire, being designated at Lot III on a plan entitled "Shankhassick on Great Bay, A development by Cheney England Limited Partnership, Bay Road, Durham, NH (Plan No. 1 of 2)" dated June 24, 1998, prepared by Doucet Survey, Inc., recorded in the Strafford County Registry of Deeds as Plan 53-46, bounded and described as follows, all courses and distances being more or less;

Beginning at a 5" re-bar set with surveyor's ID cap in a stone wall on the southerly sideline of Bay Road, which point marks the junction of the northwesterly corner of the within described premises with the northeasterly corner of Lot I as shown on said plan and running thence by and along said stone wall and the southerly side of Bay Road the following courses and distances; north 75° 59' 00" east a distance of 119.70' to a drill hole in the stone wall; thence north 59° 32' 00" east a distance of 184.50' to a point at Lot IV as shown on said plan; thence turning and running by and along Lot IV the following courses and distances; south 55° 20' 00" east a distance of 304.20; thence south 57° 40' 00" west a distance of 290.83; thence south 06° 42' 51" west a distance of 220.09' to a point at Lot II as shown on said plan; thence north 84° 54' 17" west a distance of 225.07' to a point; thence north 84° 53' 56" west a distance of 10.05' to a point on the easterly line of Lot I as shown on said plan; thence by and along the easterly line of Lot I north 29° 43' 39" west a distance of 139.78' to a point; thence north 07° 57' 31" east a distance of 286' to the point of beginning.

Subject, however, to the provisions that the grantee, by acceptance of this deed, agrees to become and hereby becomes a member in the "Shankhassick Shorefront Associations, Inc", which is a New Hampshire Voluntary Corporation formed under the Provisions of NH RSA 292 for the purpose of holding, maintaining, improving and governing the use by all members of said association of the land, easements, and improvements conveyed, or to be conveyed, to it. Said grantee hereby further agrees to accept and be bound by the Articles of Agreement and Bylaws

of said shorefront Association. The above grantee hereby is designated and becomes a "member" In said Association as described in Article IV of the "Declaration of Covenants", Restrictions and Easements of Shankhassik on Great Bay", reference herein below, and shall be entitled to all of the privileges and be subject to all of the obligations of said membership.

In addition to the owner of said Lot III, the owners of the following lots and/or condominium units shall similarly be required to become members of the Shankhassick Shorefront Association, Inc.

1. Single family house lots 1, IV, V, VI, VIII and IX, as shown on said plan.
2. The two detached single family condominiums, Units II-A and II-B on Lot II as shown on said plan.
3. Any other owners of single family lots and/or condominium units as the Cheney-England Limited Partnership, in its sole discretion, has in the past or may in the future designate by unilateral declaration to be recorded in the Strafford County Registry of Deeds, provided, however, that at not time shall there be more than 14 members and no more than 8 boats as entitled to use the Shankhassick Shorefront Facility.

Also subject, however, to the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded at Book 2009, Page 0296 of said Registry.

Subject to an easement reserved to the Association to mow and maintain fields on Lots I-VI as provided in Section 4.4.3. of the above-referenced Declaration of Covenants, Restrictions and Easements.

Together with line of sight easements for the benefit of Lot III being those portions of View Window Easements III-A and III-B as shown on said plans and encumbering lots I, II and IV. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and together with the right to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1. - 3.2.3 of the above-referenced Declaration of Covenants, Restrictions and Easements.

Together with an easement benefiting the Association and Lots III, IX and X, over that area identified as the Protected Area on Lot I as shown on said plans. The protected area shall remain in its current natural state, to be maintained as such by the Association, subject to the right of the Developer to establish such additional View Window Easements over the Protected Area for the benefit of Lot IX and Lot X as it in its discretion may determine.

Together with a Walking Path Easement over Lot I, shown as "Walking Easement Appurtenant to Lot III" on said Plan, permitting access to the Shorefront Facility. This easement will be for pedestrian use only (except to the extent that motorized vehicles or equipment may be used to maintain the same).

Subject, however, to a line of sight easement for the benefit of Lots VIII and IX, being that portion of View Window Easement VIII/IX as shown on said Plan. No structure shall be built to a height nor trees or shrubbery allowed to grow to a height which would diminish the present view of Great Bay from Lots VIII and IX respectively, and subject to the right of the owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area.

Together with and subject to a right of way over Driveway Easement IV leading from the Bay Road and running to and for the benefit of Lot III and Lot IV as shown on said Plan, subject to the right of Lot IV to erect utility lines within said easement area.


Together with the right to use the Shankhassick "Shorefront Facility" which includes a right of way over the "paved driveway" running from Bay Road to said Facility as shown on said plan and as described and reserved to the grantor under paragraph 7.5 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded at Book 2009, Page 296. The above described Lot III is hereby designated to be one of the "six (6) remaining lots" described in paragraph 7.5.3 of said Covenants. Use of said "Shorefront Facility" shall be in common with the other lot owners entitled to use same, and shall be subject to By-Laws, rules and regulations of the Shankhassick Shorefront Association, Inc.

The within named Grantor hereby releases their homestead rights and all other rights in said property.

Meaning and intending to describe and convey the same premises conveyed to the within Grantor by deed dated December 10, 2007 and recorded with the Strafford County Registry of Deeds in Book 3600, Page 467.

Witness our hand and seal this 24 day of September, 2011.

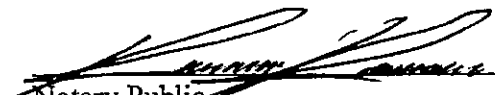

Donald W. Wilson

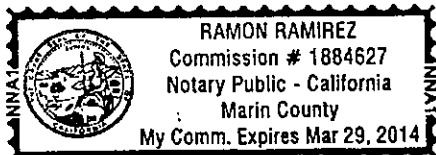

Margaret R. Wilson

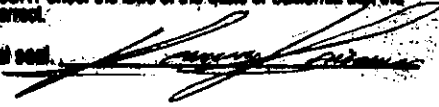
STATE OF California

County: Marin

On this 24th day of September, 2011, before me, the undersigned notary public, then personally appeared, Donald W. Wilson and Margaret R. Wilson, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.


Notary Public
My Commission Expires
Mar 29, 2014



State of California
County of Marin
On 09/24/2011 before me, Ramon Ramirez, Notary Public,
personally appeared Donald W. Wilson and Margaret R. Wilson
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies)
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal. 

MODIFICATION OF COVENANT

NOW COMES, Ivan Lee Perlman and Norma E. Perlman of Bay Road, Durham, Strafford County, New Hampshire, and Walter W. Cheney of 575 Bay Road, Durham, Strafford County, New Hampshire, and **IN CONSIDERATION** of the sum of Five Thousand (\$5,000) Dollars duly paid, agree with respect to the provisions contained in a certain Deed dated December 3, 1992, and recorded in the Strafford County Registry of Deeds at Book 1667, Page 0471, as follows:

1. That Paragraph III. E. iii. is hereby modified to allow the owners of ten (10), rather than seven (7), lots to utilize the Shankhassick Facility, the substituted paragraphs to read as follows:

iii. The present or future owners of ten (10) other lots to come from those lots shown on plans entitled "Wooden Nutmeg Farm, for Cheney-England, Bay Road, Durham, NH" by Lamprey River Survey Company dated October 22, 1990, recorded as Plan 38A-27 at the Strafford County Registry of Deeds, and on a plan entitled "Wilcox Farm Subdivision, for Cheney/England, Bay Road, Durham, NH" dated February 2, 1992, by said Lamprey River Survey Company, recorded as Plan 39-2, 3, 4 and 5 at said Registry. This sub-paragraph E. iii., insofar as it constitutes a limitation on the use of the right-of-way, shall be void upon the sale or transfer of Lot No. 2 by Perlman.

The determination as to which lots are granted to use said right-of-way shall be made in the sole discretion of Walter W. Cheney, his successors or assigns. Said ten (10) lot owners shall use said right-of-way for access to said "Shankhassick Facility".

2. The remaining covenants and restrictions in said Deed are not affected by this amendment.

3. Ivan Lee Perlman and Norma M. Perlman and Walter W. Cheney are the Plaintiffs and Defendant, respectively, in a certain matter entitled I. Lee Perlman and Norma M. Perlman v. Walter W. Cheney, Strafford County Superior Court Docket No. 92-E-050, in which a Temporary Stipulation, Permanent Stipulation and Docket Markings have been filed. To the extent this agreement is in conflict with said Temporary Stipulation or Permanent Stipulation, and in particular Paragraph G. of the "FIRST ELEMENT: Site Plan Approval and Triangular Easement" of the Temporary Stipulation, and the Paragraph 6.A. of "THE FOURTH ELEMENT: Rules and Regulations of Shankhassick Shorefront Facility" of the Temporary Stipulation, are modified to remove the word "seven" and the numeral "7", when referring to the number of lots now or previously owned by Walter W. Cheney or the Cheney-England Partnership, and substitute therefor the word "ten" or the numeral "10" wherever they occur in those two subparagraphs, as well as substituting the numeral "15" for the numeral "12", and the numeral "14" for the numeral "11".

IN WITNESS WHEREOF, the parties hereto have entered into this agreement this 17 day of AUGUST, 1999.

Meredith E. Grutter
Witness

Ivan Lee Perlman
Ivan Lee Perlman

Meredith E. Grutter
Witness

Norma M. Perlman
Norma M. Perlman

Meredith E. Grutter
Witness

Walter W. Cheney
Walter W. Cheney

STATE OF NEW HAMPSHIRE
COUNTY OF ~~STRAFFORD~~ ss.
ROCKINGHAM

On this 17 day of August, 1999, before me personally appeared Ivan Lee Perlman and Norma M. Perlman, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Bette Lou Orcutt
Notary Public/Justice of the Peace

BETTE LOU ORCUTT
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires 10/18/2003

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

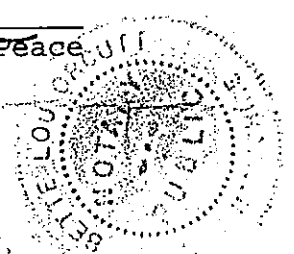
ROCKINGHAM

On this 20 day of AUGUST, 1999, before me personally appeared Walter W. Cheney, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.


Notary Public/~~Justice of the Peace~~

S:\PERLMAN LEE\GENERAL\CHENEY AGR.WPD

BETTE LOU ORCUTT
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Mar. 18, 2003



BK2150PG0419

CORRECTIVE CONSERVATION EASEMENT DEED

98 JUN 26 AM 8:30
REGISTER OF DEEDS
STRAFFORD COUNTY

010691

BK2018PG0088

CHENEY-ENGLAND LIMITED PARTNERSHIP, a New Hampshire Limited Partnership having a principal place of business at 76 Exeter Street, Town of Newmarket, County of Rockingham, State of New Hampshire (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the **STATE OF NEW HAMPSHIRE** (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), contributions to which are deductible for federal income tax purposes pursuant to Section 501 (c) (3) of the United States Internal Revenue Code of 1954, as amended, with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Durham, County of Strafford, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To preserve the land and the Great Bay Estuary to which the land subject to this Conservation Easement provides access for research and education activities associated with the Great Bay National Estuarine Research Reserve;
2. To protect the natural wildlife habitat and aquatic life of the Great Bay Estuary, particularly the significant natural habitat of the bald eagle;
3. To preserve open spaces in a rapidly developing area, particularly the agricultural lands, forest land, shorelands and tidal marshes of which the land subject to this Conservation Easement consists, for the scenic enjoyment of the general public;
4. To conserve the land subject to this Conservation Easement consistent with the goals and policies of New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional and local conservation and recreation importance."

The grant of this Conservation Easement is being made with the intention and understanding of both the Grantor and Grantee that the land subject to this Conservation Easement shall be included as part of the Great Bay National Estuarine Research Reserve. This easement and an easement on abutting land granted contemporaneously by Cheney-England Limited Partnership provide an important buffer to adjacent land owned by the State of New Hampshire to the east (also part of the Research Reserve) and other unprotected land to the west. There is a small wooded area on the Property near the shore of Great Bay (shown on the survey recorded with this easement) which is particularly important, because the continuous canopy of trees provides a

visual buffer between an eagle roosting area on the state-owned land and the unprotected land to the west. Any cutting of vegetation in this wooded area shall be supervised pursuant to Section 1, Paragraphs D of this Conservation Easement. These significant conservation values are set forth in detail in baseline documentation entitled "Walter W. Cheney Conservation Easement Baseline Documentation Report" on file with the Grantee.

This Conservation Easement is hereby granted with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated in the Town of Durham, County of Strafford, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

This Conservation Easement does not constitute homestead property.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS/MANAGEMENT OBJECTIVES

A. The Property shall be maintained in perpetuity as open space, wildlife habitat and passive recreation land, without there being conducted thereon any industrial or commercial activities, except that the Grantor may sell timber and other wood products derived from forest management activities conducted pursuant to the provisions of paragraph D. below.

B. Mowing of hay and non-commercial gardening shall be allowed.

C. The Grantor may cut or trim trees and other vegetation to maintain the views of Great Bay that exist on the date of execution of this Conservation Easement Deed. The Grantor may also cut or trim trees or other vegetation to create and maintain views of Great Bay from residential structures to be built on unrestricted land of the Grantor, specifically on the unrestricted portion of Lot 4 and may also cut or trim trees or other vegetation on the Property to create and maintain views of Great Bay from the lots shown as Lots A, Lot B, Lot C, Lot 6, and Tax Sheet 20 Lot 5, all of the aforementioned lots being shown on a Plan entitled "Conservation Easement Plan of Wooden Nutmeg Farm for Cheney-England, Bay Road, Durham, NH", recorded on August 15, 1991, as Plan #39-35 at the Strafford County Registry of Deeds, provided such cuttings are done pursuant to the provisions of Paragraph D of Section 1 of this Conservation Easement. Excepted from this provision is the area subject to the expressed reserved right in Section 2, Paragraph C of this Conservation Easement Deed.

D. All forest and wildlife management activities on the Property, and all research and education activities not conducted by the Grantee, shall receive the prior approval of the Grantee, and shall be conducted in a manner consistent with guidelines for protection and enhancement of the bald eagle habitat set forth in a management plan for the Property. Said management plan shall be written and reviewed annually by an "Eagle Habitat Management Advisory Committee", the membership of which shall consist, at a minimum of the following: a wildlife biologist from the Non-Game Endangered Wildlife Program of the Wildlife Management Division of the New Hampshire Department of Fish and Game, a wildlife biologist from the United States Fish and Wildlife Service, a wildlife biologist from the Audubon Society of New Hampshire, and the

Manager of the Great Bay National Estuarine Research Reserve (GBNERR). To the extent possible, the members of said committee shall have expertise in the area of bald eagle habitat management and/or endangered species habitat management. Said committee shall, on or about May 1 of each year, meet with the Grantor, its successors and assigns, to review the forest and wildlife management activities, to be conducted by the Grantor over the course of the year following the meeting, including any cutting and/or clearing proposed pursuant to Paragraph C of Section 1. At or within 30 days of that meeting, with the approval of the Executive Director of the New Hampshire Fish and Game Department, the Committee shall review and provide written approval, modifications and/or denials of the proposed forest and wildlife management activities. Any such approved activities shall not materially impair the scenic quality of the property as viewed from the public waterways, great ponds, public roads, or public trails. If necessary, the Grantor may make additional requests in writing to the Grantee for review of any activities proposed for the Property not discussed at the annual May meeting.

E. The Grantor may cut fuel wood for the Grantor's personal use in accordance with the provisions of Section 1, Paragraph D, above.

F. This conservation easement encumbers a portion of one lot, shown as Lot 4 on the aforementioned plan, and is to be granted contemporaneously with a conservation easement on four additional lots, shown as Lot A, Lot B, Lot C, and Lot 6 on the aforementioned plan, to be granted by the Cheney-England Limited Partnership. The total area encumbered by the two easements is 9.29 acres. The Grantor may make lot line adjustments, which include adjustments to Lots A, B, C, and 6, as permitted by the zoning and subdivision regulations of the Town of Durham, provided that the total number of lots encumbered by the two conservation easements does not increase. Except as provided for above, no additional subdivision is allowed.

G. No structure or improvement such as, but not limited to, a dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home, or other structures or improvements shall be constructed, placed or introduced onto the Property EXCEPT FOR ancillary structures or improvements, such as a road, utility, dam, fence, bridge, culvert, barn, maple sugar house, or shed which may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land based agricultural, forestry, or conservation uses of the Property and so long as they are not detrimental to the purposes of this easement. Any such structure or improvement not constructed, placed, or introduced onto the Property by the Grantee must receive its prior approval.

i. Such structures or improvements shall be sited to have minimal impact upon: The conservation values of the Property, the primary conservation value being the protection of bald eagle habit on adjacent land owned by the State of New Hampshire; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property.

H. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state, and local permits and approvals are secured and unless such activities:

i. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory, or the agencies and organizations listed in Section 1, Paragraph D, above, or any agency then recognized by the State of New Hampshire as having responsibility for the identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this easement.

Any such change not made by the Grantee must receive its prior approval.

I. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary and desirable in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement. Any such structure not displayed by the Grantee must receive its prior approval.

J. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any activity conducted pursuant to the provisions of paragraphs A, B, C, D, G, H, or I above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

K. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

L. The Property subject to this Conservation Easement shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density, except: (a) to the extent already done in obtaining approval of the subdivision as it is shown on the aforementioned plan, and (b) to the extent allowed under the provisions of Section 1, Paragraph F of this Conservation Easement. The Property may also be used to meet shore front lineal footage requirements necessary for a common dock facility to be located outside of the easement area.

2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor, including the reserved right to construct, use and maintain septic systems for residential structures on the unrestricted portions of Lot 4, as shown on aforementioned plan. The location of said septic systems, and the removal of any vegetation in the process of construction, shall receive the prior approval of the Grantor. Grantee shall

provide written approval of septic system location and/or vegetation removal within 45 days of receiving plans for same from the Grantor.

B. Grantor reserves the right to maintain and enlarge the existing pond for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

C. Grantor reserves the right to remove the vegetation in the area labeled "AREA TO BE PRE CLEAR CUT" on Lot 4 of the aforementioned plan for the purpose of providing views of Great Bay from the unrestricted portion of Lot C, but only between July 1 and November 1 in any year.

D. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this easement.

E. Grantor reserves the right to post against vehicles, motorized or otherwise, and against all forms of access.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

C. The Grantee shall have the right to post against vehicles, motorized or otherwise.

D. The Grantee shall have an affirmative right to allow research and education activities associated with Great Bay National Estuarine Research Reserve (GBNERR), and to erect temporary structures for research and education purposes. Any such activities and structures shall be consistent with the eagle habitat protection guidelines established pursuant to the provisions of Section 1, Paragraph D of this Conservation Easement Deed. The Grantee shall provide advance notice to the Grantor of any activities to be conducted pursuant to this paragraph of this Conservation Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, AND MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property or any portion thereof. Grantor agrees to cite in each deed of conveyance the existence of this Conservation Easement Deed and its book and page of recording at the Strafford County Registry of Deeds.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross. The Grantee shall hold the Easement subject to the conditions that the GBNERR's designation is not withdrawn and the Property remains part of the GBNERR.

B. The Easement shall then be assignable or transferable but only to the Federal Government or any subdivisions of the Federal Government, or the State of New Hampshire, consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code of 1954, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. ENFORCEMENT OF EASEMENT

A. The Grantor (including any heirs successors or assigns) and the Grantee (including any heirs, successors, assigns or any official designee for the purpose of carrying out this section of the Conservation Easement Deed) shall meet at least annually to review the provisions and enforcement of this Conservation Easement.

B. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

C. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

D. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages recovered (including, for purposes of this subparagraph, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be divided between them in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of the execution of this Conservation Easement Deed. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement Deed is reduced by the use limitations imposed. The Grantee shall compensate the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the Grantee's share of the proceeds; the Grantee shall use the remainder of its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ADDITIONAL EASEMENT

A. Should the Grantor decide that the expressed purposes of this Easement Deed could better be effectuated by the conveyance of an additional easement or other interest in the Property to the Grantee, such conveyance may be made provided the Grantee will accept delivery thereof.

9. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement Deed shall be submitted to arbitration in accordance with RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator and the arbitrators so chosen shall choose a third arbitrator.

C. A decision with respect to any such dispute by two or the three arbitrators shall be binding upon the parties and shall be enforceable as part of this Easement Deed.

The Grantee by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

Meaning and intending to correct the Conservation Easement Deed granted by Walter W. Cheney to the State of New Hampshire dated and recorded August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds, in which Appendix "A" incorrectly described the easement area correctly shown and referenced on a plat entitled "Conservation Easement Plan of Wooden Nutmeg Farm for Cheney-England, Bay Road, Durham, N.H.", prepared by Robert W.

McCrone of Lamprey River Survey Company, Newmarket, N.H., dated March 28, 1991, and last revised May 21, 1991, recorded on August 15, 1991, as Plan #39-35 in the Strafford County Registry of Deeds, which easement area was conveyed by Walter W. Cheney to Cheney England Limited Partnership by Warranty Deed dated November 30, 1995, and recorded at Book 1864, Page 360, on May 24, 1996, in the Strafford County Registry of Deeds. Appendix "A", attached hereto, correctly describes that area that was to be encompassed and encumbered by the Conservation Easement, and as such, the same is to be considered as if so encumbered by the identical terms and conditions of the original Conservation Easement Deed dating back to the date of the original grant.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of June, 1998.

WITNESS

CHENEY ENGLAND LIMITED PARTNERSHIP,
a New Hampshire Limited Partnership
by its three General Partners:

Wildlife Realty, Inc., a general partner

June M Barry

By: Becky I. Benvenuti
Becky I. Benvenuti, Its President

to all three

By: Frederick J. England, Jr.
Frederick J. England, Jr., a general partner

By: Valerie C. England
Valerie C. England, a general partner

Being all of the general partners.

The State of New Hampshire executes this deed for the sole purpose of acknowledging receipt of the same and concurring with the original intent of the parties to the original deed as set forth herein.

STATE OF NEW HAMPSHIRE

Robert A. Heenan
Witness

By: Jeffrey H. Taylor

Title: Director, NH State Planning

Name: Jeffrey H. Taylor

8 of 9

Title: , Duly Authorized

STATE OF NEW HAMPSHIRE

Rochester, SS.

Date:

June 24, 1998

Becky I. Benvenuti, duly authorized officer of Wildlife Realty, Inc., personally appeared and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me,

June M. Barry
Notary Public/Justice of the Peace

My Commission Expires:

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999

STATE OF NEW HAMPSHIRE

Rochester, SS.

Date:

June 24, 1998

Valerie C. England, personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me,

June M. Barry
Notary Public/Justice of the Peace

My Commission Expires:

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999

STATE OF NEW HAMPSHIRE

Rochester, SS.

Date:

June 24, 1998

Frederick J. England, Jr., personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

June M. Barry
Notary Public/Justice of the Peace

My Commission Expires:

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999

STATE OF NEW HAMPSHIRE

Merrimack, SS.

Date:

June 24, 1998

Jeffrey H. Taylor, duly authorized Director, N.H. State Parks of the State of New Hampshire, personally appeared and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me,

June M. Barry
Notary Public/Justice of the Peace

My Commission Expires:

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999

BK2018PG0096

APPENDIX A TO WALTER W. CHENEY CONSERVATION EASEMENT DEED

Meaning and intending to describe a parcel of land in Durham, N.H., as shown on "Conservation Easement Plan of Wooden Nutmeg Farm for Cheney-England, Bay Road, Durham, N.H.", prepared by Robert W. McCrone of Lamprey River Survey Company, Newmarket, N.H., dated March 28, 1991, and last revised May 21, 1991, recorded on August 15, 1991, as Plan #39-35 in the Strafford County Registry of Deeds, and being a portion of property described in a deed recorded at Book 1043, Page 656, recorded on December 20, 1979, in said Registry, more particularly bounded and described as follows:

Beginning at a point said point being an iron rod set at the southwesterly corner of said parcel at the mean high water mark of Great Bay, so called, at a corner of other land of the Grantor; thence along said mean high water mark a distance of nine hundred and ten (910 +/-) feet, more or less, to another point at the mean high water mark of said Great Bay and at land of the Cheney -England Limited Partnership; thence along land of said Partnership the following bearings and distances. Being a portion of Lot 4 on said Plan.

North 67° 17' 08" West thirty-six and seventy-three hundredths (36.73) feet to an iron rod set; thence,

North 22° 24' 36" West three hundred and twenty and ninety-six hundredths (320.96) feet to an iron rod set; thence,

North 30° 37' 52" West one hundred and eight and seventy-five hundredths (108.75) feet to a point; thence,

South 63° 41' 53" West thirty-one and fifty-four hundredths (31.54) feet to an iron rod set at a corner of land of the Cheney-England Limited Partnership; thence along land of said Partnership the following bearings and distances.

South 07° 24' 33" West one hundred and forty-four and thirteen hundredths (144.13) feet to an iron rod set; thence,

South 13° 27' 08" East one hundred and seven and sixty-six hundredths (107.66) feet to an iron rod set; thence,

South 11° 11' 18" West three hundred and eighty-nine and thirty-eight hundredths (389.38) feet to an iron rod set; thence,

South 38° 07' 40" West one hundred and ten and no hundredths (110.00) feet to an iron rod set; thence,

North 78° 46' 05" West seventy-one and thirty-six hundredths (71.36) feet to an iron rod set; thence,

BK2018PG0097

South 74° 08' 04" West seventy-two and seventy-three hundredths (72.73) feet to an iron rod set; thence,

South 56° 09' 14" West eighty-five and fifty hundredths (85.50) feet to an iron rod set; thence,

South 30° 54' 00" West seventy-nine and seventy-eight hundredths (79.78) feet to an iron rod set at other land of the Grantor; thence along land of said Grantor

South 38° 55' 00" East sixty-seven and six hundredths (67.06) feet to the point of beginning, said easement area containing three and sixty hundredths (3.60) acres more or less.

This easement grant is being made contemporaneously with the grant of a conservation easement on Lots A, B, C, and 6, shown on the aforementioned plan, by the Cheney-England Limited Partnership. The total area encumbered by both easements is 9.29 acres. Notwithstanding any lot line adjustments made pursuant to the provisions of both of these conservation easements, the total area encumbered by these two grants shall not increase or decrease, and the total number of lots encumbered by the two conservation easements shall not increase.

BK2018PG0098

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REGISTER OF DEEDS
STRAFFORD COUNTY

023632

BK3445PG0602

RETURN TO:
DeHART LAW OFFICES, P.A.
168 NORTH MAIN STREET
ROCHESTER NH 03867

pd26
sc 2

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***** THOUSAND ***** HUNDRED AND 40 DOLLARS	
10/12/2006	792451 \$ *****40.00
VOID IF ALTERED	

WARRANTY DEED

FIROZE E. KATRAK, married, of 565 Bay Road, Durham, Strafford County, New Hampshire 03824 for good and valuable consideration, grant to **FIROZE E. KATRAK, Trustee**, or his successors, of the **FIROZE E. KATRAK REVOCABLE TRUST** dated October 11, 2006, and as may be further amended, of 565 Bay Road, Durham, Strafford County, New Hampshire 03824 with **WARRANTY COVENANTS**:

A certain parcel of land, with the buildings thereon, situate on the Southeasterly sideline of Bay Road, Town of Durham, County of Strafford, State of New Hampshire, being designated as Lot IV on a plan entitled "Shankhassick on Great Bay, A Development by Cheney England Limited Partnership, Bay Road, Durham, N.H., (Plan No. 1 of 2)" dated June 24, 1998, prepared by Doucet Survey, Inc., said plan specifically reflecting the following revisions on June 24, 1998: "Revise Easement IV and VI" and "Revise Area IV Envelope", and recorded or to be recorded at the Strafford County Registry of Deeds, bounded and described as follows:

Beginning at a point on the Southerly sideline of Bay Road at lot designated as Tax Sheet 20, Lot 5, Gerhard & Inge Brand as shown on said plan; thence running South 55° 20' 00" East by and along said Brand land, a distance of 307.26 feet to an iron rod; thence turning and running North 34° 40' 00" East by and along said Brand land, a distance of 214.00 feet to an iron rod at Lot VI; thence turning and running South 55° 20' 00" East by and along said Lot VI, a distance of 163.90 feet to an iron rod at Lot II as shown on said plan; thence turning and running South 11° 11' 18" West by and along said Lot II, a distance of 389.38 feet to an iron rod; thence turning and running South 38° 07' 40" West by and along said Lot 11, a distance of 110.00 feet to an iron rod; thence turning and running North 78° 46' 05" West by and along said Lot II, a distance of 71.36

feet to an iron rod; thence turning and running South 74° 08' 04" West by and along said Lot II, a distance of 72.73 feet to an iron rod; thence turning and running South 56° 09' 14" West by and along said Lot II, a distance of 85.50 feet to an iron rod; thence turning and running South 30° 54' 00" West by and along said Lot II, a distance of 79.79 feet to an iron rod; thence turning and running North 58° 38' 06" West by and along said Lot II, a distance of 205.09 feet to an iron rod at Lot III; thence turning and running North 06° 42' 51" East by and along said Lot III, a distance of 220.09 feet to an iron rod; thence turning and running North 57° 40' 00" East by and along said Lot III, a distance of 290.83 feet to an iron rod; thence turning and running North 55° 20' 00" West by and along said Lot III, a distance of 304.20 feet to a point on the Southerly sideline of said Bay Road; thence turning and running North 59° 32' 00" East by and along said Bay Road, a distance of 39.50 feet to a drill hole; thence turning and running North 34° 40' 00" East by and along said Bay Road, a distance of 10.50 feet to a point at land of Brand and the point of beginning, containing 5.09 acres.

Subject, however, to the provisions that the Grantee, by acceptance of this deed, agrees to become and hereby becomes a member in the "Shankhassick Shorefront Association, Inc.", which is a New Hampshire Voluntary Corporation formed under the provisions of NH RSA 292 for the purpose of holding, maintaining, improving, and governing the use by all members of said association of the land, easements, and improvements conveyed, or to be conveyed, to it. Said Grantee hereby further agrees to accept and be bound by the Articles of Agreement and By-Laws of said Shorefront Association. The above Grantee hereby is designated and becomes a member in said Association as described in Article IV of the "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay", recorded at the Strafford County Registry of Deeds at Book 2009, Page 296 and shall be entitled to all of the privileges and be subject to all of the obligations of said membership.

In addition to the owner of said Lot IV, the owners of the following lots and/or condominium units shall similarly be required to become members of the Shankhassick Shorefront Association, Inc.:

1. Single family house lots I, III, V, VI, VII, VIII, IX and X as shown on said plan.
2. The two detached single family condominiums, Units II-A and II-B, on Lot II as shown on said plan.
3. Any other owners of single family lots and/or condominium units as the Cheney-England Limited Partnership may in its sole discretion in the future designate by unilateral declaration to be recorded in the Strafford County Registry of Deeds, provided, however, that at no time shall there be more than 14 "members" and

BK3445PG0603

no more than 18 boats.

Subject, however, to the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay recorded at Book 2009, Page 296, of the Strafford County Registry of Deeds.

Subject, however, to a conservation easement from Cheney-England Limited Partnership to the State of New Hampshire as set forth in a Conservation Easement Deed dated and recorded August 15, 1991, at the Strafford County Registry of Deeds at Book 1568, Page 416, as corrected at Book 2018, Page 77.

Subject to an easement reserved to the Association to mow and maintain fields on Lot I - VI as provided in Section 4.4.3 of said Declaration of Covenants, Restrictions and Easements.

Subject to a line of sight easement for the benefit of Lot III being that portion of View Window Easement III-B as shown on said plan. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and subject to the right of the Owner of Lot III to cut and remove any additional vegetation that is allowed to grow within said easement are subject to the provisions of the Shoreland Protection Zone of the Zoning Ordinance of the Town of Durham dated February 5, 1990, and subject to the Conservation Easement Deed from Walter W. Cheney to the State of New Hampshire dated August 15, 1991, and recorded on even date at Book 1568, Page 406 of the Strafford County Registry of Deeds, as corrected at Book 2018, Page 88.

Subject, however, to a line of sight easement for the benefit of Lots VIII and IX being that portion of View Window Easement VIII/IX as shown on said plan. No structure shall be built to a height nor trees or shrubbery allowed to grow to a height which would diminish the present view of Great Bay from Lots VIII and IX respectively, and subject to the right of the Owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area.

Subject to an easement for pedestrian use only for the benefit of the parcel identified as Tax Sheet 20, Lot 5, being now or formerly owned by Gerhard Brand et al, to be used in common with others running from the southeasterly end of said parcel 20-5 to the shore of Great Bay over that portion of Lot IV identified on said plan as the "Lot 5 Easement."

Together with a line of sight easement for and over that portion of Lot II identified on said June 24, 1998 plan as Easement Area IV. The Owners of Lot IV shall have the right to cut or trim trees and other vegetation to create and maintain views of Great Bay from the residential structure to be built on Lot IV to the extent reserved to Walter W. Cheney, Grantor, in a Conservation Easement

BK3445PG0604

Deed to the State of New Hampshire dated and recorded on August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds, as corrected at Book 2018, Page 88.

Together with an exclusive use easement for passive recreational uses, including noncommercial gardening, over that portion of Lot II identified on said June 24, 1998 plan as Easement Area IV. The Owners of Lot IV shall have the exclusive right to use Easement Area IV for all reasonable passive recreational uses and purposes to allow, facilitate, and enhance the enjoyment of Great Bay subject, however, to those restrictions with respect to the use of said "Easement Area IV" as contained within said Conservation Easement Deed of Walter W. Cheney to the State of New Hampshire dated and recorded August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds, as corrected at Book 2018, Page 88.

Together with and subject to a right-of-way over Driveway Easement IV leading from Bay Road and running over and burdening Lot III as shown on said Plan, together with the right to erect utility lines within said easement area.

Together with a right to fill that area identified as the Fill Easement as reserved to Developer in the conveyances referred to in the conservation easement Deed from Cheney England Limited Partnership to the State of New Hampshire dated and recorded August 15, 1991, at Book 1568, Page 416 of the Strafford County Registry of Deeds, as corrected at Book 2018, Page 77.

Together with (to the extent that the Grantor has the legal right to convey) the right to enforce the provisions of the Conservation Easement granted to the State of New Hampshire dated and recorded August 15, 1991 at Book 1568, Page 416 to the extent, and only to the extent that same affects the within described Lot IV and "easement area IV" as shown on said plan.

Together with the right to use the Shankhassick "Shorefront Facility" which includes a right of way over the "paved driveway" running from Bay Road to said Facility as shown on said plan and as described and reserved to the Grantor under paragraph 7.5 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded at Book 2009, Page 296. The above described Lot IV is hereby designated to be one of the "six (6) remaining lots" described in paragraph 7.5.3 of said Covenants. Use of said "Shorefront Facility" shall be in common with the other lot owners entitled to use same, and shall be subject to By-Laws, rules and regulations of the Shankhassick Shorefront Association, Inc.

BK3445PG0605

Meaning and intending to convey the same premises conveyed to **FIROZE E. KATRAK** by Corrective Warranty Deed of **MARIE HALL** dated December 21, 1998 and recorded in the Strafford County Registry of Deeds at Book 2097, Page 581.

The herein conveyance is subject to the minimum Real Estate Transfer Tax.

I, **MARIE HALL** (k/n/a **MARIE HALL KATRAK**), wife of the Grantor herein, do hereby consent to the herein transfer.

SIGNED this 11 day of October, 2006.

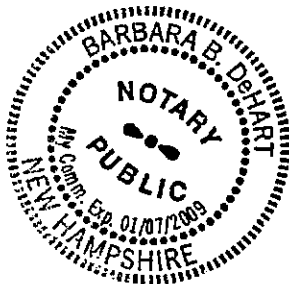
F. Katrak
FIROZE E. KATRAK
Marie Hall Katrak
MARIE HALL KATRAK

STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY

The foregoing instrument was acknowledged before me this 11th day of October, 2006 by **FIROZE E. KATRAK** and **MARIE HALL KATRAK**.

Barbara B. DeHart
Notary Public
My Commission Expires: 01/07/09



BK3445PG0606

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Ann Adams** of 10367 Wetherburn Road, Woodstock, Maryland, **Lane W. Cheney**, of 268 Bayside Road, Greenland, New Hampshire, and **Walter E. Cheney**, of 76 Exeter Street, Newmarket, New Hampshire, for consideration paid, grant to **Peter Floros, Trustee of Ann Adams, Lane W. Cheney, Walter E. Cheney Revocable Trust #1**, under trust agreement dated August 25, 2000, of 76 Exeter Street, Newmarket, County of Rockingham and State of New Hampshire, with **WARRANTY** covenants,

One condominium, being Unit II-A of The Wooden Nutmeg Farm Condominium, a condominium dedicated under the provisions of the New Hampshire Condominium Act, NHRSA 356-B. Said condominium is situated on land located on Bay Road in Durham, County of Strafford and State of New Hampshire, which land is more particularly described in Appendix A to the Declaration of The Wooden Nutmeg Farm Condominium recorded in the Strafford County Registry of Deeds at Book 2207, Page 0801, and as shown on a plan entitled Shankhassick on Great Bay, A Development by Cheney England Limited Partnership, Bay Road, Durham, N.H. (Plan 1 of 2) dated June 24, 1998, prepared by Doucet Survey, Inc., recorded in said registry as Plan 53-46, and also as shown on a plan entitled spot Plan of Wooden Nutmeg Condominium, Bay Road, Durham, N.H., by Doucet Survey, Inc., dated March 10, 2000, recorded in said registry as plan 58-96. The Unit hereby conveyed is described in Appendix B to said Declaration and is also shown on a plan entitled Floor Plans, Wooden Nutmeg Farm Condominium, Durham, New Hampshire, by Doucet Survey, Inc., dated March 10, 2000, recorded in said registry as plan 58-97.

Together with an undivided interest as tenants in common in and to the common and limited common areas and facilities as the same are or will be established and identified in the Declaration and amendments thereto, exhibits and plans. Each unit is allocated an equal undivided interest in the common areas as more particularly set forth and allocated in Appendix C to said Declaration and an undivided interest as tenants in common in and to certain limited common areas and facilities as are allocated to the Unit herein described as set forth in Appendix B to said Declaration.

Subject to the provisions of the Condominium Act above referenced and any amendments thereto, and to the conditions, restrictions, easements, covenants and agreements as set forth in the above mentioned Declaration and amendments thereto and exhibits and the plans above referenced.

For title reference see Appendix A to the Declaration.

Subject, however, to the provision that the Grantee, by acceptance of this deed, agrees to become and hereby becomes a member in the "Shankhassick Shorefront Association, Inc.", which is a New Hampshire Voluntary Corporation formed under the provisions of NH RSA 292 for the purpose of holding, maintaining, improving, and governing the use by all members of said association of the land, easements, and improvements conveyed, or to be conveyed, to it.

Said Grantee hereby further agrees to accept and be bound by the Articles of Agreement and ByLaws of said Shorefront Association, recorded in the Strafford County Registry of Deeds at Book 2009, Pages 329-342, as the same may be amended from time to time. The grantee hereby is designated and by acceptance of delivery of this deed becomes a "member" in said Association as described in Article IV of the "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay", recorded in said registry at Book 2009, Page 296 and shall be entitled to all of the privileges and be subject to all of the obligations of said membership.

Subject to and together with all the rights and privileges, duties and obligations as set forth in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, and made applicable to the above described premises by virtue of joinder and consent by Walter W. Cheney dated May 21, 1998, and recorded in said registry at Book 2009, Page 343, as the same may be amended from time to time.

Together with and subject to a right of way 30 feet in width in, over, under and across land now or formerly of Ivan and Norma Perlman and Lot I to and from Bay Road and the shore of Great Bay, through the above described premises as shown on said plan and as more specifically referenced in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded in said registry and book 2009, Page 296, said right of way to be held in common with members of the Shankhassick Shorefront Association and the owner(s) of Lot I and the owner(s) of land now or formerly of Ivan and Norma Perlman and grantee takes the above described premises subject to the rights of said Association members and the owner(s) of Lot I and the Perlman property to access and passage in, over, under and across so much of the 30 foot right of way as is located within the above described premises.

Subject also to and together with all conditions, restrictions and easements of record specifically affecting the above described premises, including but not necessarily limited to the following:

A. Utility easement granted to Public Service Company of New Hampshire dated July 31, 1968 and recorded in the Strafford County Registry of Deeds in Book 850 on Page 184.

B. Reserved easements and rights as set forth in section 3.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at book 2009, Page 296, at pages 300-301.

C. Reserved easements and rights as set forth in section 10.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, at pages 316-317, and as shown on the above referenced Plan 53-46.

Being the same premises this day conveyed to the grantors by deed of Cheney-England Limited Partnership and recorded herewith in the Strafford County Registry of Deeds.

This is not homestead property of any grantor or the spouse of any grantor. This is a transfer to a revocable trust beneficial interests in which are not represented by transferable shares and which was created and funded for estate planning purposes as a testamentary substitute.

IN WITNESS WHEREOF we have hereunto set our hands this 25th day of August, 2000.

WITNESS

Jane M Barry

to all

Ann Adams

Lane W. Cheney

Walter E. Cheney

STATE OF New Hampshire
Rockingham S.S.

Date: August 25, 2000

Personally appeared the above named Ann Adams and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me,

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

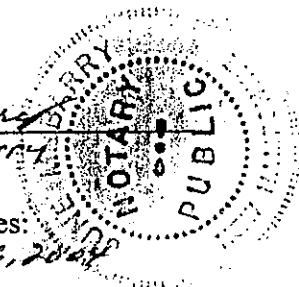
REAL ESTATE TRANSFER TAX

XXXX THOUSAND XXX HUNDRED AND X40 DOLLARS

08-28-00 440362 \$ 40.00

VOID IF ALTERED

Jane M Barry
Name: Jane M. Barry
Notary Public
My Commission Expires: May 26, 2002



STATE OF New Hampshire
Rockingham S.S.

Date: August 25, 2000

Personally appeared the above named Lane W. Cheney and acknowledged the foregoing instrument to be his voluntary act and deed.

BK2226PG0698

Before me,

June M. Barry

Name: JUNE M. BARRY

Notary Public

My Commission Expires:

May 26, 2004



STATE OF New Hampshire
Rockingham s.s.

Date: August 25, 2000

Personally appeared the above named Walter E. Cheney and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

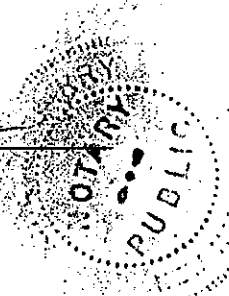
June M. Barry

Name: JUNE M. BARRY

Notary Public

My Commission Expires:

May 26, 2004



BK2226 PG0699

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **CHENEY-ENGLAND LIMITED PARTNERSHIP**, a New Hampshire limited partnership with a principal place of business at 76 Exeter Street, Newmarket, County of Rockingham and State of New Hampshire, for consideration paid, grants to **England Family Limited Partnership**, a Massachusetts limited partnership with a principal address of 271 Cambridge Street, Middlesex County with **WARRANTY** covenants, Commonwealth of Massachusetts

One condominium, being Unit II-B of The Wooden Nutmeg Farm Condominium, a condominium dedicated under the provisions of the New Hampshire Condominium Act, NHRSA 356-B. Said condominium is situated on land located on Bay Road in Durham, County of Strafford and State of New Hampshire, which land is more particularly described in Appendix A to the Declaration of The Wooden Nutmeg Farm Condominium recorded in the Strafford County Registry of Deeds at Book 2207, Page 0801, and as shown on a plan entitled "Shankhassick on Great Bay, A Development by Cheney England Limited Partnership, Bay Road, Durham, N.H. (Plan 1 of 2)" dated June 24, 1998, prepared by Doucet Survey, Inc., recorded in said registry as Plan 53-46, and also as shown on a plan entitled "Site Plan of Wooden Nutmeg Condominium, Bay Road, Durham, N.H.", by Doucet Survey, Inc., dated March 10, 2000, recorded in said registry as plan 58-96. The Unit hereby conveyed is described in Appendix B to said Declaration and is also shown on a plan entitled "Floor Plans, Wooden Nutmeg Farm Condominium, Durham, New Hampshire", by Doucet Survey, Inc., dated March 10, 2000, recorded in said registry as plan 58-98.

Together with an undivided interest as tenants in common in and to the common and limited common areas and facilities as the same are or will be established and identified in the Declaration and amendments thereto, exhibits and plans. Each unit is allocated an equal undivided interest in the common areas as more particularly set forth and allocated in Appendix C to said Declaration and an undivided interest as tenants in common in and to certain limited common areas and facilities as are allocated to the Unit herein described as set forth in Appendix B to said Declaration.

Subject to the provisions of the Condominium Act above referenced and any amendments thereto, and to the conditions, restrictions, easements, covenants and agreements as set forth in the above mentioned Declaration and amendments thereto and exhibits and the plans above referenced.

Subject, however, to the provision that the Grantee, by acceptance of this deed, agrees to become and hereby becomes a member in the "Shankhassick Shorefront Association, Inc.", which is a New Hampshire Voluntary Corporation formed under the provisions of NH RSA 292 for the purpose of holding, maintaining, improving, and governing the use by all members of said association of the land, easements, and improvements conveyed, or to be conveyed, to it. Said Grantee hereby further agrees to accept and be bound by the Articles of Agreement and ByLaws of said Shorefront Association, recorded in the Strafford County Registry of Deeds at Book 2009, Pages 329-342, as the same may be amended from time to time. The grantee hereby is designated

BK2226PG0702

and by acceptance of delivery of this deed becomes a "member" in said Association as described in Article IV of the "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay", recorded in said registry at Book 2009, Page 296 and shall be entitled to all of the privileges and be subject to all of the obligations of said membership.

Subject to and together with all the rights and privileges, duties and obligations as set forth in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, and made applicable to the above described premises by virtue of joinder and consent by Walter W. Cheney dated May 21, 1998, and recorded in said registry at Book 2009, Page 343, as the same may be amended from time to time.

Together with and subject to a right of way 30 feet in width in, over, under and across land now or formerly of Ivan and Norma Perlman and Lot I to and from Bay Road and the shore of Great Bay, through the above described premises as shown on said plan and as more specifically referenced in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded in said registry and book 2009, Page 296, said right of way to be held in common with members of the Shankhassick Shorefront Association and the owner(s) of Lot I and the owner(s) of land now or formerly of Ivan and Norma Perlman and grantee takes the above described premises subject to the rights of said Association members and the owner(s) of Lot I and the Perlman property to access and passage in, over, under and across so much of the 30 foot right of way as is located within the above described premises.

Subject also to and together with all conditions, restrictions and easements of record specifically affecting the above described premises, including but not necessarily limited to the following:

A. Utility easement granted to Public Service Company of New Hampshire dated July 31, 1968 and recorded in the Strafford County Registry of Deeds in Book 850 on Page 184.

B. Reserved easements and rights as set forth in section 3.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at book 2009, Page 296, at pages 300-301.

C. Reserved easements and rights as set forth in section 10.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, at pages 316-317, and as shown on the above referenced Plan 53-46.

For title reference, see deed of William P. Gregory and Marie C. Gregory recorded in said registry at Book 811, Page 34; deed of Frederick J. England Jr. dated December 27, 1990, recorded in said registry at Book 1550, Page 239; deed of Valerie C. England dated December 27, 1990, recorded said registry at Book 1550, Page 256; and deed of Ivan Lee Perlman and Norma Perlman dated December 3, 1992, and recorded in said registry of Book 1667, Page 471.

BK2226PG0703

IN WITNESS WHEREOF Cheney-England Limited Partnership, has hereunto set its hand by it four duly authorized general partners this 25th day of August, 2000.

WITNESS

CHENEY-ENGLAND LIMITED PARTNERSHIP,
a New Hampshire Limited Partnership by its four
only General Partners:

Cheney East Corporation, a general partner

Jane M. Barry

By: Perry R. Bryant

Perry R. Bryant, its President

to all

By: Frederick J. England, Jr.

Frederick J. England, Jr., a general partner

By: Valerie C. England

Valerie C. England, a general partner

ENGLAND FAMILY LIMITED PARTNERSHIP,
a Massachusetts Limited Partnership

By: Frederick J. England, Jr.

Frederick J. England, Jr., a General Partner

STATE OF NEW HAMPSHIRE

Rockingham S.S.

Date: August 25, 2000

Perry R. Bryant, president and duly authorized officer of Cheney East Corporation, personally appeared and acknowledged the foregoing instrument to be his, the corporation's, and the limited partnership's voluntary act and deed.

Before me,

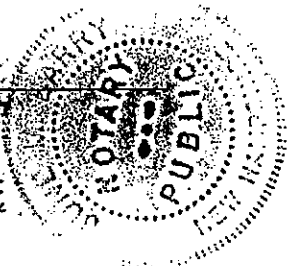
Jane M. Barry

Name: JANE M. BARRY

Notary Public

My Commission Expires:

May 26, 2004



STATE OF NEW HAMPSHIRE

DEPARTMENT
OF
REVENUE
ADMINISTRATION



REAL ESTATE
TRANSFER TAX

XXX3 THOUSAND XX9 HUNDRED AND X45 DOLLARS

08-28-00 440363 \$ 3945.00

VOID IF ALTERED

BK2226PG0704

STATE OF New Hampshire
Rockingham S.S.

Date: August 25, 2000

Frederick J. England, Jr., personally appeared and acknowledged the foregoing instrument to be his and the limited partnership's voluntary act and deed.

Before me,

Jane M. Barry

Name: JUNE M. BARRY

Notary Public

My Commission Expires:

May 26, 2004



STATE OF New Hampshire
Rockingham S.S.

Date: August 25, 2000

Valerie C. England, personally appeared and acknowledged the foregoing instrument to be her and the limited partnership's voluntary act and deed.

Before me,

Jane M. Barry

Name: JUNE M. BARRY

Notary Public

My Commission Expires:

May 26, 2004



BK2226PG0705

2000 JUN 23 PM 3:49

REGISTER OF DEEDS
STRAFFORD COUNTY

009909

BK2207PG0801

DECLARATION

of

THE WOODEN NUTMEG FARM CONDOMINIUM

in

DURHAM, NEW HAMPSHIRE

DECLARATION made this 16th day of June 2000, by

CHENEY ENGLAND LIMITED PARTNERSHIP, herein called the "Developer" for itself, its successors, grantees and assigns.

1. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 356-B of the Revised Statutes Annotated of the State of New Hampshire herein called the "Condominium Act".

A. The name by which this condominium is to be identified is Wooden Nutmeg Farm Condominium, herein called the "Condominium" and its address is Lot II as shown on a plan to be recorded in said registry, and "Condominium Subdivision Plan Shankhassick on Great Bay" prepared by Doucet Survey, Inc., dated June 24, 1998, and last revised on May 15, 2000.

B. The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the lands described in Appendix A, which is made a part hereof, together with such additions as may hereafter be made thereto by Amendment of said Appendix, which lands are herein called the "Land". The condominium shall be limited to three units.

2. The Developer and Declarant is Cheney England Limited Partnership, a New Hampshire limited partnership with its registered office at 76 Exeter St., Newmarket, New Hampshire 03857.

3. Definitions.

The terms used herein and in the Bylaws (attached as Appendix E) shall have the meaning stated in the Condominium Act and as follows:

A. "Unit" means unit as defined by the Condominium Act.

B. "Condominium Unit" means an individual unit together with the interest in the general and limited common areas and facilities appurtenant to each unit.

C. "Unit Owner" means unit owner as defined by the Condominium Act.

D. "Unit Number" means a unit number as defined by the Condominium Act.

E. "Association of Unit Owners" or "Association" means the Condominium Association of unit owners, which may be an unincorporated association.

F. "Common Areas and Facilities" shall be all those portions of the property referred to in the Condominium Act and those portions of the property not included within the boundaries as described in Paragraph 5 herein and not included within the limited common areas as described in Paragraph 9 herein and is therefore limited to the 30 foot right-of-way providing access to the lot from Bay Road.

G. "Limited Common Area and Facilities" means and includes those common areas and facilities designated in his Declaration as reserved for the use of a certain unit or units to the exclusion of other units.

H. "Common Expenses" include: all sums lawfully assessed against the Unit Owners by the Association of Unit Owners, for expenses of administration, maintenance, repair or replacement of the common area right-of-way. Expenses for the right-of-way shall be agreed upon as common expenses by the Association of Unit Owners. Not included in Common Expenses are monies assessed or received or expended by the Shankhassick Shorefront Association in connection with its building, dock or pilings, with respect to which the Shankhassick Shorefront Association will be collecting and managing its own monies and expenses, also not included are limited common area charges which shall be paid by the appropriate unit owner.

I. "Limited Common Expenses" include all sums incurred by any Unit Owners with respect to administration, maintenance, repair or replacement of facilities, amenities or improvements which are contained within the limited common area assigned to such Unit Owners and/or any facilities, amenities or improvements, wherever located, which are actually used by such Unit Owner but only to the extent of such use including, without limitation, any septic system, sewage line, well or water line.

J. "Property" means and includes the land being declared in Appendix A, the buildings, all improvements and structures thereon, all owned in fee simple absolute, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of the Condominium Act.

4. Development Plans.

The Condominium is being developed according to the following plans:

A. A site plan of the land to be declared entitled "Condominium Subdivision Site Plan of Wooden Nutmeg Condominium, Bay Road, Durham, New Hampshire", by Doucet Survey, Inc., dated March 10, 2000 to be recorded herewith in the Strafford County Registry of Deeds.

B. Floor plans of the units to be declared as shown on the plan entitled "Condominium Subdivision Floor Plans, Wooden Nutmeg Condominium, Bay Road, Durham, New Hampshire", by Doucet Survey, Inc., dated March 10, 2000, to be recorded herewith in the Strafford County Registry of Deeds.

C. This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements as may hereafter be constructed. Such completion may be shown by a certificate of an architect, engineer or surveyor, certifying that improvements have been constructed substantially as herein represented or designating any changes made. Such plans or certificates, when signed and acknowledged by the Developer, shall in themselves constitute an Amendment of this Declaration notwithstanding the procedures for amendment described elsewhere in this Declaration. In no event, however, shall this Declaration be amended to create any additional dwelling units on the Property and the maximum number of dwelling units which shall be allowed on the Property shall be two. The lodge is also permitted on the property.

D. Easements for the installation, repair and maintenance of utilities, including electric, well, septic systems, telephone, cable telecommunications services, fuel, etc., and drainage facilities are reserved by Developer, its successors and assigns, and in, over and under all land subject to this Declaration, provided that such easements do not unreasonably interfere with any planned or actual construction of any Condominium Unit.

E. Easements as shown on any of the plans above referenced and, without limitation, also as may be shown on a plan by Doucet Survey, Inc., entitled "Final Lot Configuration and Easement Plan, Wooden Nutmeg Farm", recorded in the Strafford County Registry of Deeds as Plan 45-100, and the plan of Wooden Nutmeg Farm Condominium referenced in paragraph 1A above.

5. Unit Boundaries.

Each unit shall include all of the building or buildings containing the unit, including the roof, basement, exterior siding, chimneys, decks and porches, dog pens, docks and pilings, and associated outbuildings or structures as are contained within the limited common area assigned to each unit, and any extensions or additions thereto.

6. Description of Units.

A. The description of each individual unit including its unit number, statement of its location, its approximate area, number of rooms, and immediate limited common areas to which it has access, is set forth in Appendix B, which is made a part hereof.

B. Each Unit Owner shall have the right to change the interior design and arrangement of his or her unit without prior notice to or consent of the Condominium Association so long as the alterations do not affect the exterior appearance of the unit and do not jeopardize the safety or soundness of the unit building or impair any easement, in which case prior Condominium Association consent will be required under Paragraph 8D hereof.

7. Shares of Common Elements and Expense. The only common element shall be the right of way over the driveway running from Bay Road over the land now or formerly of Perlman and Lot I through Lot II to the Shore front Facility as shown on the plans and as set forth in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County registry of deeds at Book 2009, Page 296 and any costs associated with the maintenance of the right of way shall be allocated as set forth in paragraph 6.5.4 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay.

All Unit Owners, by virtue of their ownership of a unit in the Condominium, are mandatory members of the Condominium Association and shall be entitled to vote on all matters upon which members of the Condominium Association are entitled to vote, pursuant to this Declaration and in accordance with the Bylaws.

8. Maintenance and Alteration of Units.

A. The owners of units II-A and II-B shall together maintain, repair and replace all exteriors conduits, ducts, plumbing, piping, wiring, septic system, water system, and other facilities for the furnishing of utility services which service units II-A and II-B and all such facilities, power, tanks, pumps, lines as are contained within a unit which serve a part or parts of the condominium other than the unit within which such facilities are contained . All incidental damage caused to a unit by such work shall be repaired promptly at the joint expense of the owner of units II-A and II-B.

B. The Shankhassick Shorefront Association, Inc., shall maintain, repair, and replace all exterior conduits, ducts, plumbing, piping, wiring, septic system, water system, and other facilities for the furnishing of utility services to Unit I and shall alone be responsible for all incidental damage caused to Unit I by such work.

C. The responsibility of a Unit Owner shall be: (i) to maintain, replace, and repair, at Owner's expense, all portions of Owner's unit and limited common area including all of the building or buildings containing the unit, the roof, basement, exterior siding, chimneys,

decks and porches, docks and pilings, and any extensions or additions thereto; (ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or unit building without approval as set forth in paragraph (D) below; and (iii) to report promptly to the Association any defect or need for repairs which are the responsibility of the Association.

D. Subject to the right of a Unit Owner to make interior alterations to his or her unit as set forth in Paragraph 6B above, a Unit Owner shall make no alteration in any exterior portion of a unit or unit building or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the unit building or impair any easement without first obtaining approval in writing of the Board of Directors of the Association, subject, however, to the following restrictions:

i. All siding materials for structures shall be of natural material or shall have the appearance of natural material and shall blend with the natural surroundings of the area, with the exception of T-111 and composition clapboards, which although made of natural materials are not permitted. Replacement of all materials shall match existing materials as closely as is reasonable.

ii. The right to prohibit the construction or alteration of any structure which, in the opinion of the Board of Directors is not well sited, disrupts an existing view easement, or is not compatible with the styles, appearance, and value of existing structures or the architectural scheme and concept for Shankhassick on Great Bay is specifically reserved to the Board, its successors and assigns, to include the Board of Directors of the Association, but the right of prohibition hereby reserved will not be unreasonably exercised.

A copy of plans for all such work prepared by an architect or engineer licensed to practice in this state may be required to be submitted to, and approved by, the Board of Directors and the Board of Directors of the Association prior to the start of the work. The cost of any such improvement shall be solely at the expense of the Unit Owner making it.

9. Description of Common Area and Facilities.

The only common element shall be the right of way over the driveway running from Bay Road over the land now or formerly of Perlman and Lot I through Lot II to the Shore front Facility as shown on the plans and as set forth in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County registry of deeds at Book 2009, Page 296 and any costs associated with the maintenance of the right of way shall be allocated as set forth in paragraph 6.5.4 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay. A description of the common areas and facilities and a description of the limited common areas and facilities, together with a statement as to which units their use is reserved, is set forth in Appendix B, which is made a part hereof.

10. Maintenance and Operation of Common Element.

A. Common Elements. The maintenance and operation of the common element shall be allocated as set forth in paragraph 6.5.4 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County registry of deeds at Book 2009, Page 296. Maintenance and operation of the building, dock, pilings and facilities of the Shankhassick Shorefront Association, Inc., shall be the sole responsibility of the Shankhassick Shorefront Association, Inc., which shall separately collect from its members the necessary monies to defray such costs. There shall be no alteration or further improvement of real property constituting the common elements without prior approval in writing by the owners of the not less than 50% of the common elements, except as provided in the Bylaws, but any such alteration or improvement shall not interfere with the rights of any Unit Owner. The cost of such work shall not be assessed against a bank, cooperative association, life insurance company, or federal savings and loan association which acquires its title as a result of owning or holding a mortgage upon a unit unless it shall approve of the alteration or improvement, and this shall be so whether its title is acquired by deed from the mortgagor or through foreclosure proceedings; the share of any cost not so assessed shall be assessed to the other Unit Owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved whether or not the Unit Owner contributes to the cost thereof.

B. Limited Common Areas. The maintenance and operation of the limited common elements shall be the responsibility of the owner of the unit to which the limited common area shall have been assigned. The cost of such work shall not be assessed against a bank, cooperative association, life insurance company, or federal savings and loan association which acquires its title as a result of owning or holding a mortgage upon a unit unless it shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; the share of any cost not so assessed shall be assessed to the other unit owners in the proportions which their shares in the particular limited common elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the limited common elements which are altered or further improved whether or not the Unit Owner contributes to the cost thereof.

C. Maintenance of Limited Common Areas. Each Unit Owner shall maintain the limited common area assigned to his or her unit at his or her sole expense and in a manner meeting the approval of the Condominium Association and subject to the rules and regulations as promulgated by the Condominium Association. None of the expenses associated with maintenance of the limited common area assigned to a particular unit will be paid by the Condominium Association and there shall be no Association assessments therefor.

11. Assessments for Common Expenses.

A. The annual assessments against Unit Owners for common expenses shall be made pursuant to the Bylaws and shall be allocated to each Unit Owner according to the allocation set forth in paragraph 6.5.4 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County registry of deeds at Book 2009, Page 296. In addition to the annual assessments and subject to the conditions of Paragraph 8 hereof, the Association may levy, in any assessment year, a special assessment payable over a period not to exceed five years for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvements upon the common element.

B. Assessments and installments remaining unpaid after 30 days following the date when due shall bear interest at the rate of 1½% per month, compounded, from the date when due until paid. All payments upon account shall be applied first to unpaid interest and then to the assessments due in order of their due dates.

C. Each assessment, regular or special, shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed at the time the assessment it is made and shall be collectible as such. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. The amount of assessment assessed to the Unit Owner shall bear interest as aforesaid plus costs including reasonable attorneys' fees and shall become a lien upon such unit and/or such building, as applicable, upon recordation of a notice of assessment by the Board of Directors. Said lien for nonpayment of common expenses shall have a priority over all other liens and encumbrances, recorded or unrecorded, except as follows:

(I) tax and special assessment liens on the Condominium Unit and/or building in favor of any assessing body and special district, and

(II) all sums unpaid on a first mortgage of record on the Condominium Unit and/or building.

A certificate executed and acknowledged by a majority of the Board of Directors stating that the indebtedness secured by the lien upon any Condominium Units and/or building created herein shall be conclusive upon the Board of Directors and the owners as to the amount of such indebtedness as of the date of certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit and/or building upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with within 10 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien upon a Condominium Unit and/or building may pay any unpaid common expenses payable with respect to such Condominium Unit and/or building and upon such payment shall have a lien on

such Condominium Unit and/or building for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceeding plus reasonable attorney fees.

In case of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit from the date of the foreclosure sale and the mortgagee in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association or the Manager acting on its behalf shall have the power to purchase the Condominium Unit and or building at any foreclosure or other sale and to hold, lease, mortgage and conveyed the Condominium Units or buildings so acquired.

12. Wooden Nutmeg Farm Condominium Association.

The operation of the Condominium shall be by the Wooden Nutmeg Farm Condominium Association, herein called the Association, which need not be incorporated but which will be a not-for-profit entity under the laws of the state of New Hampshire and it shall be organized and shall fulfil its functions pursuant to the following provisions:

A. The members of the Association shall be the Unit Owners of Units II-A and II-B and a representative selected by the governing body of the Shankhassick Shorefront Association, Inc. as owner of Unit I.

B. The Bylaws of the Association shall be substantially in the form attached as Appendix E.

C. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage other than the cost of maintenance and repairs caused by a latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

D. The share of a member in the funds and assets of the capital association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

E. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

13. Use Restrictions.

The Condominium is subject to the provisions of Article VIII of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County registry of deeds at Book 2009, Page 296. To the extent not in conflict therewith, use of the property of the Condominium shall also be in accordance with the following provisions and in the event of any conflict between the following provisions and those contained in Article VIII, the more restrictive shall pertain:

A. Units II-A and II-B each shall be occupied by one family, its servants, guests or lessees, as single family residences, although a home business will be allowed so long as it is allowed by the Town of Durham Zoning Ordinance. Unit I, consisting of the building, dock, pilings and facilities located within the Limited Common Area set aside for the Shankhassick Shorefront Association, Inc., shall be occupied by that association, its successors and assigns, for the purposes set forth in its organizational documents and bylaws.

B. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units, subject to any service rights of certain common facilities or certain, limited areas which are expressly reserved by Developer pursuant to Appendix A attached hereto.

C. No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, and shall be maintained quietly between the hours of 11:00 p.m. and 7:00 a.m. each day. All parts of the property shall be kept in a clean and sanitary conditions and no rubbish, refuse, or garbage will be allowed to accumulate or any fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

D. Lawns will be mowed weekly when appropriate, by the responsible Unit Owner. All flower, shrub and tree beds shall be maintained with wood chips or similar material to be selected by the Association to insure that all materials look the same, so as to provide a neat and clean appearance. Leaves and other vegetative detritus shall be gathered and removed in order to provide a neat and clean appearance at all times. With the exception of lawn furniture, barbecue grills, and other items customarily associated with mannered outdoor living, no items may be stored or placed or allowed to remain in or on the limited common areas without written permission of the Condominium Association. There shall be no additional landscaping, structures, fences, or any other thing created or allowed to remain in that portion of the limited

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common areas of Units II-A and II-B located east of the line marked "Area II View Line" on the plan entitled "Site Plan of Wooden Nutmeg Condominium" to be recorded herewith in the Strafford County Registry of Deeds which will obstruct the view and enjoyment of the adjacent unit without the prior written consent of the Unit Owners of Units II-A and II-B.

E. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

F. No sign of any kind shall be displayed to the public view on or from any Unit or its respective Limited Common Area or the Common Area without the prior consent of the Board of Directors.

G. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area or Limited Common Area, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board of Directors.

H. Nothing shall be done or kept in any Condominium Unit or in the Common Area or Limited Common Area which will increase the rate of insurance on the Common Area or Limited Common Area without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Area or Limited Common Area which will result in the cancellation of insurance on any Condominium Unit or any part of the Common Area or Limited Common Area, or which would be in violation of any law. No waste will be committed in the Common Area or Limited Common Area.

I. No temporary structure, excavation, basement, mobile home, camper, trailer, tent, recreational vehicle, motorized off-road vehicle, unregistered motor vehicle shall be permitted, place, moved onto, stored or erected on the limited common area, either temporarily or permanently, except as set forth herein.

J. An owner may store his or her own boat (s) outside in the limited common area only with the written approval of the Board of Directors of the Association and subject to rules and regulations promulgated by the Association.

K. An owner may park or store any such vehicle so long as the same is completely within a garage located on the premises.

L. A recreational vehicle may be stored temporarily on a limited common area for up to 30 days.

M. No owner shall, without prior written consent of the Board of Directors of the Association, make or permit to be made any exterior structural alteration, improvement to the exterior of his Unit which impairs any easement or right or personal property which is part of the limited common area or which is contrary to the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998 recorded in the Strafford County Registry of Deeds at Book 2009, Page 296.. With respect to such exterior structural alterations, improvements or additions, consent shall not be unreasonably withheld provided that the exterior blends well with the natural surroundings and is harmonious with the integrity of the existing adjacent homes.

N. No Owner shall, without prior written consent of the Board of Directors of the Association, change the exterior color of his Unit or accessory buildings as to alter its approved appearance or disrupt the harmonious integrity of the Condominium.

O. No Owner shall park or permit his or her tenants, invitees, guests, or agency to park overnight on any roads within Shankhassick on Great Bay including, without limitation, the 30 foot right of way running from Bay Road to Unit I.

P. No Owner shall hunt or permit hunting with the Condominium.

Q. No owner shall perform any act which is contrary to the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998 and recorded in the Strafford County Registry of Deeds at Book 2009, Page 296.

14. Person to Receive Service.

The resident clerk of the Association is hereby designated as the person to receive notice of process in any action which may be brought against the Condominium Association.

15. Insurance.

A. In accordance with the description of unit boundaries set forth in Paragraph 5 above, the Unit Owners have the insurable interest with respect to damage or destruction thereof by fire or other casualty. They alone shall be responsible for acquiring and maintaining at their sole cost adequate insurance coverage to protect against loss due to fire or other casualty as regards the structures in which their Units are located. The provisions of this Paragraph 15 will apply only to the procurement of insurance to protect the interests of the Association in and to the common elements.

B. Each Unit Owner shall be required to purchase Comprehensive General Public Liability Coverage in such amount and shall be required by the Board of Directors of the Association, but in no event for a limit less than \$2,000,000 for claims of Bodily Injury or Property Damage arising out of a single occurrence. Such coverage shall include the following:

1. The Association being named as an Additional Insured.
2. Protection with respect to all Limited Common Areas.
3. A provision that coverage may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

C. The Association shall purchase any insurance coverages as required by law, Comprehensive General Liability Coverage in such amount as shall be determined by the Board of Directors of the Association, but in no of them for a limit less than \$2,000,000 for claims of Bodily Injury or Property Damage arising out of a single occurrence, and such other insurance coverages as the Board of Directors of the Association shall determine from time to time to be desirable. Such Comprehensive General Liability Coverage shall include the following:

1. The Unit Owners being named as Additional Insureds.
2. Protection with respect to the Common Area.

D. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units.

E. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

F. To the extent that any Unit Owner has an insurable interest in the property insured by the Association hereunder, the Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. The provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure his own unit and personal property for his own benefit provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

16. Repair or Reconstruction After Damage.

In the event of damage to or destruction of the Common Area or Limited Common Areas as a result of fire or other casualty, (unless 75% or more of the total common elements are destroyed or substantially damaged and at least 50% or more of the Unit Owners do not duly and promptly resolve to proceed with repair and restoration), the Board of Directors shall arrange for the prompt repair and restoration of the common element and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess

of the insurance proceeds shall constitute a common expense as to Unit Owners with an interest in such particular area and the Board of Directors may assess all the Unit Owners for such deficits as part of the common charges to them

17. Units Subject to Declaration, By-Laws, Rules and Regulations.

All present and future owners, tenants and occupants of units, their heirs, successors and assigns, shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, the Rules and Regulations adopted pursuant thereto as these instruments may be amended from time to time. The acceptance of a deed or a conveyance or the entering into of a lease or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time by such owner, tenant, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or stake in such unit as though such provision were recited and fully stipulated in each deed, conveyance, or lease thereof.

18. Amendment of Declaration.

This Declaration may be amended by the vote of sixty six and two-thirds percent (66-2/3%) of the Unit Owners cast in person or by proxy at a meeting duly held in accordance with provisions of the By-Laws; provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on 2 or more units. No such amendment shall be effective until recorded in the Strafford County Registry of Deeds. This amendment provision shall not apply to the expansion of the condominium as provided in paragraph 6 this Declaration which will result in a reallocation of the percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in the Declaration.

19. Termination.

The Condominium may be terminated in the manner provided by the Condominium Act.

20. Invalidity.

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provisions had never been included herein.

21. Waiver.

No provision contained in his Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

22. Recordation.

Simultaneously with the recording of this Declaration, there shall be recorded at the Strafford County Registry of Deeds a site plan for the Property and a set of the floor plans of each building as required by RSA 356-B:20.

23. Execution by Shankhassick Shorefront Association.

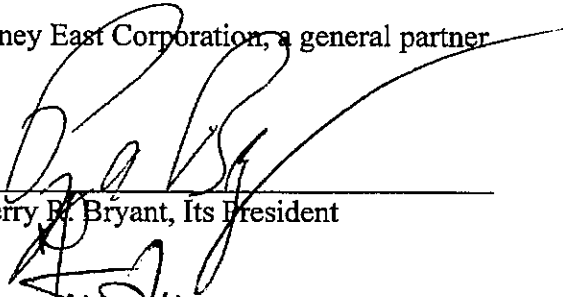
This Declaration is executed by the Shankhassick Shorefront Association in order that its interest in the Property be made subject to this Declaration and in furtherance of its agreement to the terms and conditions hereof.

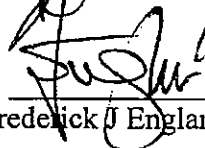
IN WITNESS WHEREOF, Cheney England Limited Partnership has caused this Declaration to be executed by its duly authorized General Partner and the Shankhassick Shorefront Association, Inc., has caused this Declaration to be executed by its duly authorized officer on the date first above written.

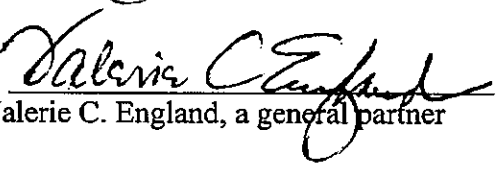
WITNESS

CHENEY-ENGLAND LIMITED PARTNERSHIP,
a New Hampshire Limited Partnership by its four
only General Partners:

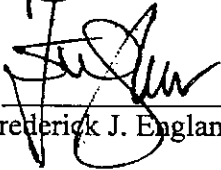
Cheney East Corporation, a general partner

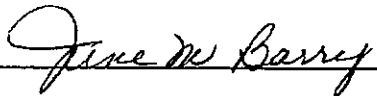
By: 
Perry R. Bryant, Its President

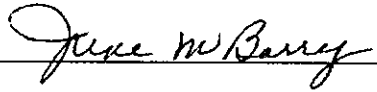
By: 
Frederick J. England, Jr., a general partner

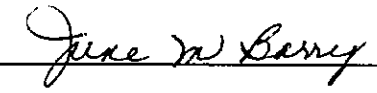
By: 
Valerie C. England, a general partner

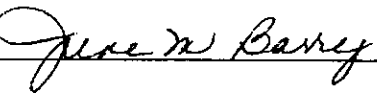
ENGLAND FAMILY LIMITED PARTNERSHIP,
a Massachusetts Limited Partnership

By: 
Frederick J. England, Jr., a General Partner









SHANKHASSICK SHOREFRONT
ASSOCIATION, INC.

[Signature]

By: *[Signature]*
Duly Authorized Officer

STATE OF NEW HAMPSHIRE

Shaffad SS.

Date: June 16, 2000

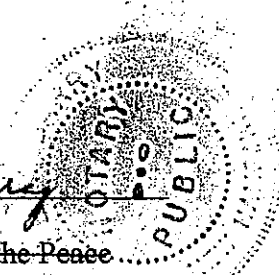
Perry R. Bryant, duly authorized officer of Cheney East Corporation, personally appeared and acknowledged the foregoing instrument to be his, the corporation's, and the limited partnership's voluntary act and deed.

Before me,

[Signature]

Notary Public/Justice of the Peace

My commission expires: 5/26/2004



STATE OF

Shaffad SS.

Date: June 16, 2000

Frederick J. England, Jr., personally appeared and acknowledged the foregoing instrument to be his and the limited partnership's voluntary act and deed.

Before me,

[Signature]

Notary Public/Justice of the Peace

My commission expires: 5/26/2004



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STATE OF

Shofford SS.

Date: June 16, 2000

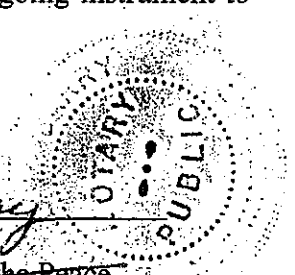
Valerie C. England, personally appeared and acknowledged the foregoing instrument to be her and the limited partnership's voluntary act and deed.

Before me,

Gene M. Barry

Notary Public/Justice of the Peace

My commission expires: 5/26/2004



STATE OF NEW HAMPSHIRE

STUFFORD SS.

Date: 6/18/2000

CHRISTOPHER DALL, duly authorized officer of Shankhassick Shorefront Association, Inc., personally appeared and acknowledged the foregoing instrument to be his/her and the corporation's voluntary act and deed.

Before me,

Anthony A. M. M.

Notary Public/Justice of the Peace

My commission expires: 7/1/2001

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APPENDIX A

A certain tract or parcel of land with the buildings thereon situation on the southerly side of Bay Road, Town of Durham, County of Strafford and State of New Hampshire and being designated as Lot II on a plan entitled "Shankhassick on Great Bay, A Development by Cheney England Limited Partnership" dated June 24, 1998, and recorded in the Strafford County Registry of Deeds as Plan 53-46, and also as shown on a plan entitled "Condominium Subdivision Plan Shankhassick on Great Bay" prepared by Doucet Survey, Inc., dated June 24, 1998, and last revised on May 2, 2000, to be recorded in said registry, bounded and described as follows, all courses and distances being more or less:

Beginning at a point on the southerly side of Bay Road, which point marks the junction of the northwesterly corner of the within described lot with the northerly corner of Lot VI as shown on said plan and running thence by and along Lot VI the following courses and distances: S 55E 20' 00" E a distance of 325 feet to an iron rod; thence S 07E 24' 33" W a distance of 144.13 feet to an iron rod; thence S 13E 27' 08" E a distance of 107.66 feet to an iron rod at the easterly corner of Lot IV as shown on said plan; thence by and along the southerly line of Lot IV the following courses and distances : S 11E 11' 18" W a distance of 389.38 feet to an iron rod; thence S 38E 07' 40" W a distance of 110 feet to an iron rod; thence N 78E 46' 05" W a distance of 71.36 feet to an iron rod; thence S 74E 08' 04" W a distance of 72.73 feet to an iron rod; thence S 56E 09' 14" W a distance of 85.50 feet to an iron rod; thence S 30E 54' 00" W a distance of 79.79 feet to an iron rod; thence N 58E 38' 06" W a distance of 205.09 feet to an iron rod at the southerly corner of Lot III as shown on said plan; thence by and along the southerly line of Lot III N 84E 54' 17" W a distance of 225.07 feet to an iron rod; thence N 84E 53' 56" W a distance of 10.05 feet to an iron rod on the easterly line of Lot I as shown on said plan; thence by and along the easterly line of Lot I the following courses and distances: S 28E 34' 01" E 473.35 feet to a point; thence S 28E 34' 01" E a distance of 116.10 feet to an iron rod; thence S 27E 18' 40" W a distance of 48.53 feet to an iron rod on the shore of Great Bay at the mean high water mark; thence by and along the mean high water mark of Great Bay in a generally easterly, northerly, and easterly direction a distance of 1549 feet, more or less, to a point at Lot V as shown on said plan; thence by and along the westerly line of Lot V the following courses and distances : N 67E 17' 08" W a distance of 36.73 feet to an iron rod; thence N 22E 24' 36" W a distance of 320.96 feet to an iron rod; thence N 30E 37' 52" W a distance of 152.86 feet to an iron rod; thence N 31E 09' 18" W a distance of 212.98 feet to an iron rod; thence N 86E 30' 38" E a distance of 134.73 feet to a point on the southerly side of Bay Road; thence by and along thus southerly side of Bay Road S 34E 00' 00" W a distance of 50.00 feet to the point of beginning. Containing 7.16 a., more or less.

Subject, however, to the provision that the Grantee, by acceptance of this deed, agrees to become and hereby becomes a member in the "Shankhassick Shorefront Association, Inc.", which is a New Hampshire Voluntary Corporation formed under the provisions of NH RSA 292 for the purpose of holding, maintaining, improving, and governing the use by all members of said association of the land, easements, and improvements conveyed, or to be conveyed, to it. Said Grantee hereby further agrees to accept and be bound by the Articles of Agreement and ByLaws of said Shorefront Association, recorded in the Strafford County Registry of Deeds at

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Book 2009, Pages 329-342, as the same may be amended from time to time. The grantee hereby is designated and by acceptance of delivery of this deed becomes a "member" in said Association as described in Article IV of the "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay", recorded in said registry at Book 2009, Page 296 and shall be entitled to all of the privileges and be subject to all of the obligations of said membership.

Subject to and together with all the rights and privileges, duties and obligations as set forth in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, and made applicable to the above described premises by virtue of joinder and consent by Walter W. Cheney dated May 21, 1998, and recorded in said registry at Book 2009, Page 343, as the same may be amended from time to time.

Together with and subject to a right of way 30 feet in width in, over, under and across land now or formerly of Ivan and Norma Perlman and Lot I to and from Bay Road and the shore of Great Bay, through the above described premises as shown on said plan and as more specifically referenced in the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, recorded in said registry and book 2009, Page 296, said right of way to be held in common with members of the Shankhassick Shorefront Association and the owner(s) of Lot I and the owner(s) of land now or formerly of Ivan and Norma Perlman and grantee takes the above described premises subject to the rights of said Association members and the owner(s) of Lot I and the Perlman property to access and passage in, over, under and across so much of the 30 foot right of way as is located within the above described premises.

Subject also to and together with all conditions, restrictions and easements of record specifically affecting the above described premises, including but not necessarily limited to the following:

A. Utility easement granted to Public Service Company of New Hampshire dated July 31, 1968 and recorded in the Strafford County Registry of Deeds in Book 850 on Page 184.

B. Reserved easements and rights as set forth in section 3.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at book 2009, Page 296, at pages 300-301.

C. Reserved easements and rights as set forth in section 10.2 of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, dated May 27, 1998, recorded in the Strafford County Registry of Deeds at Book 2009, Page 296, at pages 316-317, and as shown on the above referenced Plan 53-46.

For title reference, see deed of William P. Gregory and Marie C. Gregory recorded in said registry at Book 811, Page 34; deed of Frederick J. England Jr. dated December 27, 1990, recorded in said registry at Book 1550, Page 239; deed of Valerie C. England dated December 27, 1990, recorded said registry at Book 1550, Page 256; and deed of Ivan Lee Perlman and Norma Perlman dated December 3, 1992, and recorded in said registry of Book 1667, Page 471.

APPENDIX B

Description of Units.

The description of each individual unit including its number, statement of its location, its approximate area, number of rooms, and immediate limited common area to which has access, is as follows:

- Unit I: LODGE #579 Bay Road, Durham, N.H.
Lodge measuring 30' x 26' +/- with attached tool house 16' x 8' +/-
with large deck measuring 22' x 50' +/-, plus dock
extending into Great Bay measuring 7' x 55' +/-.
- Limited Common Area assigned is as delineated as "Limited Common Area I-A" on "Site Plan of Wooden Nutmeg Condominium" dated March 10, 2000, by Doucet Survey, Inc., recorded herewith in the Strafford County Registry of Deeds, containing 15,353.00 sq. ft., and is benefitted by and subject to easements in favor of other Lots or Units comprising Shankhassick on Great Bay and/or Ivan Lee and Norma M. Perlman, all as more particularly set forth in "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay" dated May 27, 1998, and recorded in the Strafford County Registry of Deeds at Book 2009, Page 0296. Subject further to the rights of the owners of Units II-A and II-B to use and draw water from the well situated in the limited common area and to the use of the septic tanks, distribution box, pipes and leachfield situated therein, all as shown on the Site Plan referenced herein, including the rights of the owners of Units II-A and II-B to repair, maintain, and replace the well and septic system as well as the use and repair, maintenance and replacement of any other utilities situated within the limited common area. Subject also to the rights of the owners of Units II-A and II-B to pass and repass over the paved portions of the limited common area assigned to Unit I-A as may be necessary or convenient for purposes of ingress, egress and access to and from Units II-A and II-B.
- Unit II-A #575 Bay Road, Durham, N.H.
Single family residence, 6 room, 1 bath on first floor, 5 rooms 1½
baths on second floor, full basement and 4 car garage. 11' x 11' +/-
screened porch, 1 deck of 222 sq. ft. +/-, plus dog pen.
- Limited Common Area assigned is as delineated as "Limited Common Area II-A" on "Site Plan of Wooden Nutmeg Condominium" dated March 10, 2000, by Doucet Survey, Inc., recorded herewith in the Strafford County Registry of Deeds,

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containing 24,178 sq. ft., and is benefitted by and subject to easements in favor of other Lots or Units comprising Shankhassick on Great Bay and/or Ivan Lee and Norma M. Perlman, all as more particularly set forth in "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay" dated May 27, 1998, and recorded in the Strafford County Registry of Deeds at Book 2009, Page 0296 and rights and easement conveyed to Shankhassick Shorefront Association, Inc., by deed of Cheney-England Limited Partnership dated May 9, 1995 and recorded in said registry at Book 1803, Page 351, as corrected by corrective warranty deed of Cheney-England Limited Partnership dated May 27, 1998, and recorded in said registry at Book 2009, Page 0344. Together with and subject to the rights of the owner of Unit II-B to use and draw water from pipes and tanks connected to the well and water distribution system situated in part in the limited common area and to the use of the septic tanks, distribution box, pipes and leachfield as may be situated therein, all as shown on the Site Plan referenced herein, including the rights to repair, maintain, and replace the well and septic system as well as the use and repair, maintenance and replacement of any other utilities situated within the limited common area. Subject to and together with the right in common with the owner of Unit II-B to pass and repass over the paved portions of the limited common area assigned to Unit I and Unit II-A as may be necessary or convenient for purposes of ingress, egress and access to and from Unit II-B.

Unit II-B

#573 Bay Road, Durham, N.H.

Single family residence, 5 rooms 1½ baths first floor, finished lower level 4 rooms 1½ baths. 3 car garage, front porch 11' x 12' +/- plus 8' x 10'6" +/- deck over the garage.

Limited Common Area assigned is as delineated as "Limited Common Area II-B" on "Site Plan of Wooden Nutmeg Condominium" dated March 10, 2000, by Doucet Survey, Inc., recorded herewith in the Strafford County Registry of Deeds, containing 272,497 sq. ft., and is benefitted by and subject to easements in favor of other Lots or Units comprising Shankhassick on Great Bay and/or Ivan Lee and Norma M. Perlman, all as more particularly set forth in "Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay" dated May 27, 1998, and recorded in the Strafford County Registry of Deeds at Book 2009, Page 0296 and rights and easement conveyed to Shankhassick Shorefront Association, Inc., by deed of Cheney-England Limited Partnership dated May 9, 1995 and recorded in said registry at Book 1803, Page 351, as corrected by corrective warranty deed of Cheney-England Limited Partnership dated May

27, 1998, and recorded in said registry at Book 2009, Page 0344. Together with and subject to the rights of the owner of Unit II-A to use and draw water from pipes and tanks connected to the well and water distribution system situated in part in the limited common area and to the use of the septic tanks, distribution box, pipes and leachfield as may be situated therein, all as shown on the Site Plan referenced herein, including the rights to repair, maintain, and replace the well and septic system as well as the use and repair, maintenance and replacement of any other utilities situated within the limited common area. Subject to and together with the right in common with the owner of Unit II-A to pass and repass over the paved portions of the limited common area assigned to Unit I and Unit II-B as may be necessary or convenient for purposes of ingress, egress and access to and from Unit II-A.

The Limited Common Areas assigned to Units II-A and II-B are further restricted by the following prohibition as set forth in Paragraph 13 D of the Declaration, which reads as follows: "There shall be no additional landscaping, structures, fences, or any other things created or allowed to remain in that portion of the limited common areas of Units II-A and II-B located east of the line marked "Area II View Line" on the plan entitled "Site Plan of Wooden Nutmeg Condominium" to be recorded herewith in the Strafford County Registry of Deeds which will obstruct the view and enjoyment of the adjacent unit without the prior written consent of the Unit Owners of Units II-A and II-B".

APPENDIX C

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREA ASSIGNED TO EACH UNIT

Each unit owner shall be entitled to an undivided interest in the common area in accordance with the following chart, divided as between interest in and responsibility for payment of costs associated with the 30 foot right of way accessing the Property from Bay Road (as set forth in Paragraph 6.5.4 of Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay dated May 27, 1998, and recorded in the Strafford County Registry of Deeds at Book 2009, Page 0296. Each unit owner shall be entitled to cast the specified percentage of the total number of votes on behalf of its, his or her unit as assigned with respect to the common area, for a total of 100%.

<u>Unit Number</u>	<u>Percentage of Common Area</u>
Unit II-A	30 Foot Right of Way: See Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay §6.5.4.3 Voting share: 33 1/3 %
Unit II-B	30 Foot Right of Way: See Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay §6.5.4.4 Voting share: 33 1/3 %
Shankhassick Shorefront Association, Inc. (Unit I)	30 Foot Right of Way - See Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay §6.5.4.5 Voting share: 33 1/3 %

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APPENDIX D

STATE OF NEW HAMPSHIRE

Fee for Form 11-A:	\$ 50.00
Filing fee:	\$ 35.00
+ License fee: \$ _____	
Total fees \$ 85.00	

Use black print or type.
Leave 1" margins both sides.

ARTICLES OF INCORPORATION

OF

THE WOODEN NUTMEG FARM CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, ACTING AS INCORPORATOR(S) OF A CORPORATION UNDER THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, ADOPT(S) THE FOLLOWING ARTICLES OF INCORPORATION FOR SUCH CORPORATION:

FIRST: The name of the corporation is: (Note 1) The Wooden Nutmeg Farm Condominium Association, Inc.

SECOND: The number of shares the corporation is authorized to issue: Ten (10) Shares.

THIRD: The street address of the initial registered office of the corporation is:
76 Exeter Street, Newmarket, N.H. 03857

The name of the initial registered agent is: June M. Barry

FOURTH: The capital stock will be sold or offered for sale within the meaning of RSA 421-B. (New Hampshire Securities Act) (Note 2)

FIFTH: The corporation is empowered to transact any and all lawful business for which corporations may be incorporated under RSA 293-A and the principal purpose or purposes for which the corporation is organized are: (Note 4)

To act as the unit owner's association for the Wooden Nutmeg Farm Condominium located off Bay Road in Durham, N.H. in accordance with RSA 356-B:35, et seq., to provide for the self-governance of the condominium and to hold and manage for the benefit of the unit owners of the condominium the common areas and facilities of the condominium.

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ARTICLES OF INCORPORATION
OF THE WOODEN NUTMEG FARM
CONDOMINIUM ASSOCIATION, INC.

FORM NO. 11
(cont.)

SIXTH: The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Cheney-England Limited Partnership	76 Exeter Street, Newmarket, NH 03857
Shankhassick Shorefront Association, Inc.	76 Exeter Street, Newmarket, NH 03857

Dated _____, 2000.

Incorporator(s)

MAIL FEES, ORIGINAL, ONE EXACT OR CONFORMED COPY AND FORM 11-A
(NOTE 2) TO: SECRETARY OF STATE, STATE HOUSE, ROOM 204, 107 NORTH
MAIN STREET, CONCORD, NH 03301-4989

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APPENDIX E

BY-LAWS

of

THE WOODEN NUTMEG FARM CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE WOODEN NUTMEG FARM CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 76 Exeter Street, Newmarket, State of New Hampshire, but meetings of members and directors may be held at such places within the State of New Hampshire as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer THE WOODEN NUTMEG FARM CONDOMINIUM ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of The Wooden Nutmeg Farm Condominium and as shown on the plans referred therein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Association Land" shall be all the land described in Paragraph 9 of the Declaration of The Wooden Nutmeg Farm Condominium in Durham, New Hampshire, entitled Description of Common Area and Facilities and shown on the plans referred therein.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to Units I, II-A and II-B of the Condominium, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Developer" shall mean and refer to Cheney-England Limited Partnership, its successors and assigns.

Section 6. "Declaration" shall mean and refer to the Declaration The Wooden Nutmeg Farm Condominium in Durham, New Hampshire, applicable to the Properties dated

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_____, 2000, recorded at the Strafford County Registry of Deeds at Book ____, Page ____, and any amendments thereto.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration or by these By-Laws.

Section 8. "Unit" means a unit as defined by the Condominium Act, RSA 356-B.

Section 9. "Condominium Unit" shall mean any individual unit together with the interest in the general and limited common areas and facilities appurtenant to each unit.

Section 10. "Common Area" shall mean Common Area as defined in the Declaration.

Section 11. "Limited Common Area" shall mean Limited Common Area as defined in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held in the month of September of each year on such day and at such time as the Board of Directors deem appropriate.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one of the member who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: NOMINATION, SELECTION and TERM OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a Board of three (3) directors, who shall be members of the Association.

Section 2. Term of Office. The initial Board of Directors has been appointed by the Developer with terms effective at the first annual meeting, one (1) director for a term of three (3) years, one (1) director for a term of two (2) years, and one (1) director for a term of one (1) year. Upon expiration of the initial terms of the initial Board of Directors, the term of each elected Director's position on the Board shall run for three (3) years. The Directors of the Association shall be elected at the annual meeting of the Association to fill any term that is expiring in that year.

Section 3. Removal. Other than the initial Board of Directors, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Nomination of Directors. Nominations for directors shall be made at the time of the annual meeting.

Section 7. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Association Land and facilities thereon;

(b) suspend the voting rights and right to use of the recreational facilities (if any) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in default of any of the rules and regulations of the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties;

(f) determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Paragraph 11 of the Declaration; and

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(g) to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges, including those reserved to Developer in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each condominium unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) file a notice of lien and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Association Land to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and

such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

INDEMNIFICATION

Section 1. The shall not be liable to any performance of their duties constitutes bad faith, gross Declaration. The members Board of the Association officers and the members of the Board of Directors of the Association owner for any act or omission committed by them in the course of as officers or directors of the Association, unless such act or omission negligence or willful misconduct or is in willful contravention of the shall indemnity and hold harmless each officer and each member of the against any and all liabilities incurred by them in the course of performance of their duties as officers or directors of the Association, provided the same are not the result of bad faith, gross negligence, willful misconduct or conduct contrary to the provisions of the Declaration.

Section 2. No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortious conduct against the person or property of another.

ARTICLE XII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of day of January and end on the 31st year shall begin on the date of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTSOFSHANKHASSICK ON GREAT BAY

DECLARATION is made this 27th day of May, 1998, by CHENEY-ENGLAND LIMITED PARTNERSHIP, a New Hampshire Limited Partnership with a place of business at 76 Exeter Street, Town of Newmarket, County of Rockingham, State of New Hampshire (hereinafter referred to as "Developer")

WITNESSETH

WHEREAS, Developer is the owner of certain parcels of land situated on the northerly and southerly side of Bay Road in the Town of Durham, County of Strafford, State of New Hampshire and utilized as part of the development described below (the "Premises"); and

WHEREAS, Developer has previously subdivided land on the northerly side of Bay Road into lots, four of which are included within the development, being Lot 7 as shown on a plan entitled "Wilcox Farm Subdivision for Cheney/England, Bay Road, Durham, N.H." dated February 11, 1991 by Lamprey River Survey Company and recorded at Plan Book 39, Pages 2 - 5 at the Strafford County Registry of Deeds; and Lots 4 - 6, identified as Lots 119-4, 19-5, and 19-6 as shown on a plan entitled "Wilcox Farm Lots 19-2 through 19-6 Lot Line Revision for Cheney/England, Bay Road, Durham, N.H." dated April 11, 1995, by Doucet Survey, Inc. and recorded at Plan Book 46, Pages 9 - 10; and

WHEREAS, Developer has previously subdivided land on the southerly side of Bay Road into lots, six of which are included within the development, being Lots 3, 4, A, B, C, and 6, as shown on a plan entitled "Final Lot Configuration Plan Wooden Nutmeg Farm for Walter W. Cheney and Cheney-England Limited Partnership, Bay Road, Durham, N.H." dated April 13, 1995, by Doucet Survey, Inc. and recorded at Plan Book 45, Pages 100; and

WHEREAS, Developer has redesignated these to be Lots I - X of a planned unit development and other areas for the common use hereafter defined, to be known as Shankhassick on Great Bay as shown on a plan entitled "Shankhassick on Great Bay, A Development by Cheney-England Limited Partnership, Bay Road, Durham, N.H." dated March 5, 1998, by Doucet Survey, Inc. and to be recorded herewith; and

WHEREAS, Developer desires to provide for the preservation of the values in Shankhassick on Great Bay, and it is desired to define easements, covenants and restrictions for the protection of both the present and subsequent owners of the homes and house lots on the property; and

WHEREAS, Developer desired to create an Association to which can be delegated the powers of maintaining and improving the property, administering and enforcing the covenants and

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STRAFFORD COUNTY

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restrictions, and collecting and disbursing the assessments and charges hereinafter collected, and to that end had previously caused The Shankhassick Shorefront Association, Inc. (hereinafter referred to as the "Association") to be incorporated as a non-profit corporation under Chapter 292 of the Laws of New Hampshire, with its By-Laws adopted on May 9, 1995 and recorded at Book 1803, Page 353, said registry; and

WHEREAS, Developer desires that all buildings and other structures shall be harmoniously designed, landscaped, located and maintained and has provided covenants for this purpose; and

NOW THEREFORE, Developer declares that the real property described in Article II is and shall be held, transferred and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (collectively referred to as "Covenants and Restrictions") hereinafter set forth, and that any and all previous covenants, restrictions, easements, assessments, charges and liens are hereby released and discharged.

ARTICLE I

DEFINITIONS

The following terms when used herein shall be defined thusly:

1.1 "Assessments" shall mean Regular and Special assessments for Common Expenses provided for herein or by any subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of the Lots.

1.2 "Association" shall mean and refer to The Shankhassick Shorefront Association, Inc., a New Hampshire non-profit organization and its successor and assigns. The "Board of Directors" or "Board" shall be its elected body.

1.3 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, as amended herein, and the Articles of Association of the Association.

1.4 "Field" shall mean any open space or cleared area of land on Lots I-VI, which is not being maintained as an Owner's lawn, garden, or wooded area.

1.5 "Home Lot" shall be each parcel or interest in land, restricted for one single family home, its respective size and location within the Premises depicted on present plans or to be depicted on future plans as this Declaration may be amended to include. The word "plan" when referred to in this Declaration shall be deemed to include all such future plans. Home Lots shall include, two condominium units, detached, and to be declared on Lot II, to be identified as Units II-A and II-B.

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1.6 "Lot" or "Lots" shall mean a Home Lot as defined above, and a lot upon which two or more condominium units are located.

1.7 "Association Land" means all land subject to the Declaration, except for the Lots and Condominium Units, and shall be all the real and personal property now or hereafter owned by the Association, or which the Association has any right in for the common use and enjoyment of the Owners. The Association land shall also be deemed to include the Shorefront Facility and any sub-surface water system and appurtenances thereto serving the same, as well as such easements created herein, or hereafter.

1.8 "Owner" shall mean and refer to one or more persons or entities who hold the record title to a Home Lot but excluding any party holding an interest merely as security for the performance of any obligation.

1.9 "Passive Recreational Uses" shall mean recreation activity which requires no structures or substantial changes in topography other than for non-commercial gardening.

1.10 "Premises" or "Shankhassick" shall mean and refer to the development or subdivision, in its entirety, hereinafter referred to as Shankhassick on Great Bay, including Lots, Condominiums, and Shorefront Facility, now or in the future to which this Declaration applies.

1.11 "Shorefront Facility" shall mean the Shankhassick Shorefront Facility as shown on a plan entitled "Site Plan of Shankhassick Shore Front Facility for Walter W. Cheney, Bay Road, Durham, New Hampshire dated March 12, 1992 and being an easement and the buildings and improvements situate thereon within the Easement Area for Shankhassick Shorefront Association, Inc., as conveyed by Corrective Warranty Deed of the Developer dated _____, 1998, to be recorded at said Registry.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property (hereinafter sometimes referred to as "the Property") which is and shall be held, transferred and occupied subject to the Covenants, Restrictions and Easements are Lots I - X as shown on a plan entitled "Shankhassick on Great Bay, A Development by Cheney-England Limited Partnership, Bay Road, Durham, N.H." dated March 5, 1998, by Doucet Survey, Inc. and to be recorded herewith, which have been redesignated as follows:

<u>Shankhassick Lot No.</u>	<u>Previous Lot No.</u>	<u>Tax Lot Ref.</u>
Lot I	Wooden Nutmeg Lot 3	Map 20, Lot 3-5
Lot II	Wooden Nutmeg Lot 4	Map 20, Lot 3-2

Lot III	Wooden Nutmeg Lot A	Map 20, Lot 7-1
Lot IV	Wooden Nutmeg Lot B	Map 20, Lot 7-2
Lot V	Wooden Nutmeg Lot C	Map 20, Lot 7-3
Lot VI	Wooden Nutmeg Lot 6	Map 20, Lot 6
Lot VII	Wilcox Farm Lot 7	Map 19, Lot 7
Lot VIII	Wilcox Farm Lot 6	Map 19, Lot 6
Lot IX	Wilcox Farm Lot 5	Map 19, Lot 5
Lot X ¹	Wilcox Farm Lot 4	Map 19, Lot 4

ARTICLE III

DEVELOPMENT PLAN

3.1 Shankhassick is being developed according to the following plans:

3.1.1 "Shankhassick on Great Bay, A Development by Cheney-England Limited Partnership, Bay Road, Durham, N.H." dated March 5, 1998, by Doucet Survey, Inc. and to be recorded herewith.

3.1.2 "Wilcox Farm Subdivision for Cheney/England, Bay Road, Durham, N.H." dated February 11, 1991 by Lamprey River Survey Company and recorded at Plan Book 39, Pages 2 - 5.

3.1.3 "Wilcox Farm Lots 19-2 through 19-6 Lot Line Revision for Cheney/England, Bay Road, Durham, N.H." dated April 11, 1995, by Doucet Survey, Inc. and recorded at Plan Book 46, Pages 9-10.

3.1.4 "Final Lot Configuration Plan Wooden Nutmeg Farm for Walter W. Cheney and Cheney-England Limited Partnership, Bay Road, Durham, N.H." dated April 13, 1995, by Doucet Survey, Inc. and recorded at Plan Book 45, Pages 100, which incorporated certain other plans identified as Plan References 4(A) - (L) therein.

¹ Lot X had previously been conveyed by Developer to Thomas W. Haas and Melinda A. Haas by deed dated May 4, 1995 and recorded at Book 1801, Page 432, of said Registry.

3.1.5 Certain individual plans for some or all of Lots I - X identifying the particular easements benefiting and burdening each such Lot, to be recorded, and being respectively entitled, "Plan of Land, Lot ___, Shankhassick on Great Bay, Bay Road, Durham, New Hampshire" dated _____ by Doucet Survey, Inc.

3.1.6 Such other plans as by appropriate amendment, as provided in Article XI, that may otherwise be included within the terms of this Declaration.

3.2 Shankhassick is being developed subject to and incorporating by reference, to the extent not specifically incorporated within this Declaration, the following instruments:

3.2.1 The limitations and restrictions on all of that portion of the Premises within 150 feet of the High Water Level of Great Bay as contained within Article 10, Shoreland Protection Zone, of the Zoning Ordinance of the Town of Durham dated February 5, 1990. These limitations and restrictions are intended to remain the minimum or least restrictive standard, and to the extent modified by the Town of Durham in the future, the more restrictive covenants will apply with the exception of then existing uses, as shall be protected by Section 10-6.

3.2.2 The terms and conditions of a certain Conservation Easement Deed from Walter W. Cheney to the State of New Hampshire dated August 15, 1991 and recorded at Book 1568, Page 406.

3.2.3 The terms and conditions of a certain Conservation Easement Deed from Developer to the State of New Hampshire dated August 15, 1991 and recorded at Book 1568, Page 416.

3.2.4 The reservations to the Developer as contained in a deed from Cheney East Corporation to the State of New Hampshire dated August 15, 1991 and recorded at Book 1568, Page 429.

3.2.5 The reservations to the Developer as contained in Developer's deed to the State of New Hampshire dated August 15, 1991, and recorded at Book 1568, Page 432.

3.2.6 Conditions of Approval with respect to the Shorefront Facility as imposed by the Planning Board of the Town of Durham on August 5, 1992, recorded at Book 1630, Page 469.

3.2.7 The easements and restrictions as contained in a Warranty Deed from Ivan Lee Perlman and Norma M. Perlman to Walter W. Cheney dated December 3, 1992 and recorded at Book 1667, Page 473.

3.2.8 Easements granted and reservations retained in deed by Developer to Gerhard Brand dated March 26, 1994 and recorded at Book 1736, Page 170.

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3.2.9 Corrective Warranty Deed to the Association from Developer dated _____, 1998, to be recorded at the Strafford County Registry of Deeds.

3.3 Shankhassick, as herein declared, is superseding, and thereby releasing, discharging, and otherwise declaring void to the extent not specifically redeclared or incorporated herein, the following instruments:

3.3.1 Easement Deed from Walter W. Cheney to Developer dated September 6, 1991, and recorded at Book 1572, Page 692.

3.3.2 Protective Covenants for Wooden Nutmeg Farm by Developer dated December 29, 1993, recorded at Book 1721, Page 061².

3.3.3 Protective Covenants for Wilcox Farm Subdivision by Developer dated May 5, 1995, recorded at Book 1801, Page 429³.

3.3.4 Easement Deed to Developer from Walter W. Cheney dated May 9, 1995, and recorded at Book 1803, Page 350.

3.3.5 By-Laws of the Association dated May 9, 1995, recorded at Book 1803, Page 353.

ARTICLE IV

THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC.

4.1 The Shankhassick Shorefront Association, Inc. is a non-profit corporation created pursuant to RSA Chapter 292 of the New Hampshire Laws, and charged with the duties and empowered with the rights set forth in this Declaration. The affairs of the Association shall be governed by its Articles of Agreement and By-Laws, and in conformity with the requirements of the Declaration. The Articles of Association and By-Laws, as duly amended, are attached hereto as Appendices A and B respectively.

² These protective covenants shall survive for the sole purpose of restricting the property conveyed to Gerhard Brand et al by Developer by deed dated March 26, 1994 and recorded at Book 1736, Page 170, in the event a joinder and consent is not accepted by Gerhard Brand et al agreeing to the provisions of this Declaration.

³ These protective covenants shall survive for the sole purpose of restricting the property conveyed to Thomas W. Haas et al by Developer by deed dated May 4, 1995, and recorded at Book 1801, Page 432, in the event a joinder and consent is not accepted by Thomas W. Haas et al agreeing to the provisions of this Declaration.

4.2 Each Owner, including the Developer, shall automatically be a member of the Association, said membership to be appurtenant to each Home Lot.

4.2.1 Subject to 4.2.3 below, the Developer hereby reserves the right in its sole discretion to exclude an Owner, provided the Owner consents to said exclusion, from being a member of said Association, thereby extinguishing all rights and obligations appurtenant to said membership as provided by Articles IV, V, VI, and VII only, provided, however, that said Owner is in good standing with said Association if presently a member. The Association will continue to have a minimum of 10 members, and the remaining provisions of this Declaration shall continue to apply to said Owner.

4.2.2 Subject to 4.2.3 below, the Developer also hereby reserves the right to require up to an additional four Owners of other lots/land owned by the Developer to be members in the said Shankhassick Shorefront Association, Inc.

4.2.3 Addition or exclusion of such other lots/land shall be made by unilateral declaration made by the Developer, its successors or assigns, which declaration shall identify such other lots/land and shall be recorded at the Strafford County Registry of Deeds; and a certified copy of same shall be delivered to the Association. At all times, however, the Association shall be comprised of a minimum of ten (10) members (nine (9) of which shall have full rights and responsibilities with respect to the Shorefront Facility), and a maximum of fifteen (15) members (fourteen (14) of which shall have full rights and responsibilities with respect to the Shorefront Facility).

4.3 There shall be one (1) vote for each Home Lot, including one (1) vote for Unit II-A and one (1) vote for Unit II-B on Lot II. If a Home Lot is owned in common and undivided by multiple Owners, there shall remain only one (1) vote to be cast as per agreement of the multiple Owners. If the multiple Owners are unable to agree as to how the vote shall be cast, the vote shall not be exercised.

4.4 The Association shall be obligated to administer, manage and maintain all Association properties and facilities located on the Premises which it owns, over which it has been or may be granted easements, or which it otherwise is obligated herein to so administer, manage and maintain, including the following:

4.4.1 The Shorefront Facility, which includes the floating dock and extension ramp, screen house, and all other improvements designed for the use of the Association including, but not limited to signs, driveways, parking and loading areas, landscaping or portions thereof as necessary, and subject to the Rules and Regulations regarding the same which are attached hereto as Appendix C.

The Shorefront Facility has approval for up to 18 boats (See Section 3.2.6). The screen house, deck, ramp, and floating dock have been completed.

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4.4.2 The right of way over the driveway running from Bay Road over the land now or formerly of Perlman and Lot I through Lot II to the Shorefront Facility as shown on the above referenced plans subject to the cost sharing allocation as provided below.

4.4.3 The fields on Lots I - VI as provided in Subparagraph 9.2 below.

4.5 The Association shall be obligated to administer and enforce the covenants, restrictions, and easements contained in this Declaration and administer and enforce Architectural Review as herein contained at such time Developer either transfers that right to the Association, or no longer owns an interest in Shankhassick.

4.6 The Association shall pay all taxes assessed against said Association properties as allocated herein, and to the extent the Town of Durham does not assess the Owners for allocations of Lot II real estate taxes as herein provided, the Association shall collect those taxes from the responsible Owners as hereinafter permitted. In particular, the real estate taxes for Lot II will be allocated as follows:

4.6.1 Unit II-A of the Shankhassick Condominium on Great Bay to be declared now or in the immediate future shall be responsible for 100% of the real estate taxes assessed for the building and improvements making up Unit II-A and thirty three and one-third percent (33.33%) of the real estate taxes assessed for the real estate value of Lot II.

4.6.2 Unit II-B of the Shankhassick Condominium on Great Bay to be declared now or in the immediate future shall be responsible for 100% of the real estate taxes assessed for the building and improvements making up Unit II-B and thirty three and one-third percent (33.33%) of the real estate taxes assessed for the real estate value of Lot II.

4.6.3 The Association shall be responsible for 100% of the real estate taxes assessed for the building and improvements making up the Shorefront Facility and thirty three and one-third percent (33.33%) of the real estate taxes assessed for the real estate value of Lot II.

4.7 In furtherance of these specific purposes and in furthering the peace, safety, health and general welfare of the Owners, the Association shall have the powers contained in its Articles and is authorized to do all acts necessary or desirable to carry out its purposes.

4.8 Commencing in 1998, the annual meeting of the homeowners Association shall take place on the second Saturday of August of each year at 4:00 p.m. on the property. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the Owners of record as of January 1 of each year not less than twenty (20) days prior to the date fixed for said meeting.

ARTICLE V

BOARD OF DIRECTORS

5.1 The affairs of the Association shall be managed by the Board of Directors consisting of three (3) Directors.

5.2 The Board of Directors shall have all the powers and duties of the Association provided by law, by this Declaration of Covenants, Restrictions and Easements, as well as any and all other powers necessary to or convenient to accomplish the purposes of the Association.

5.3 Without limiting the generality of subsection 5.2 above, the Board:

5.3.1 After the Developer has released, waived or conveyed its right to do, shall review the style, appearance, and citing of all structures proposed for Shankhassick on Great Bay to ensure compatibility with the style, appearance, and value of existing structures and with the architectural scheme and concept as set forth in Subparagraph 8.2 below; and may employ said architects and planners to make such review and render such decision.

5.3.2 Shall provide for the performance of all maintenance of the Association land and facilities, including snow removal, landscaping, conservation practices, wildlife management, trash removal and any other services as directed by majority vote of the members present and voting at a duly held meeting.

5.3.3 May institute lawsuits on behalf of the Association and employ legal counsel as necessary to properly accomplish the purposes of the Association.

5.3.4 May employ accounting services necessary to properly accomplish the purposes of the Association.

5.3.5 May purchase such equipment and other personal property as is necessary to properly accomplish the purposes of the Association.

5.3.6 Shall purchase fire and general liability insurance covering the Association land and facilities, its assets and operations, and any other insurance required by law, and such other insurance as directed by a majority of the votes cast at a duly held meeting of the members of the Association. The limits under the general liability insurance policy shall not be less than One Million (\$1,000,000) Dollars per person and Two Million (\$2,000,000) Dollars per occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion).

5.3.7 May make, amend and repeal rules and regulations governing the use of the Association land and facilities of Shankhassick on Great Bay, which shall become effective and binding upon majority of the votes at a duly held meeting of the Association, and shall furnish each member a copy thereof.

5.3.8 The Board shall have no power to expend in excess of \$5,000.00 in any year for the acquisition of personal property, or for capital improvements (other than capital repairs), without the prior assent of the Owners by a majority of the votes cast (not including the Developer) at a duly held meeting of the members of the Association.

5.3.9 Determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Article VI.

5.3.10 Take such other action as may be reasonably necessary to the good and proper management of the Association.

5.3.11 Have and exercise such powers as provided in the Association's Articles and By-Laws.

5.4 The Board of Directors shall have the authority to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges including those reserved to Developer by this Declaration.

5.5 The Board of Directors on behalf of the Association shall be obligated to accept from the Developer conveyance of the association properties and the association land described herein.

5.6 The Board of Directors shall serve pursuant to the By-Laws of the Association.

ARTICLE VI

ASSESSMENTS

6.1 Purpose. All assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners at the development and, in the minimum, shall provide for maintenance of the Association land and the association properties, services and facilities devoted to this purpose, for an adequate reserve fund for maintenance, repairs and replacement of those elements of Association property that must be replaced on a periodic basis, Town of Durham real estate taxes and liability and fire insurance on the Association land. Fire insurance on the association properties shall be in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost. Any proceeds paid under said policy shall pay for the repairs, replacement, or reconstruction of the lost or damaged property.

6.2 Budget. The proposed annual budget for the Association shall be submitted to the Board by the Treasurer of the Association on or before September 15th of each year. It shall include, in addition to such sums deemed necessary to operate the Association for the current year, and any fines or penalties assessed against the Association by public agencies for violation of applicable statutes and regulations related to Association facilities, and to carry out the Associations' obligations under Articles IV and V hereof; all amounts necessary to make up for deficits for the year just ended; amounts in excess of any insurance proceeds required for repair and restoration, and reasonable reserves for contingencies and anticipated expenses. It shall include the

dollar amount of the proposed assessment to be levied against a member for each Lot which he owns.

Note: The Developer will remit \$35,000 to the Association by June 1, 1998, for the purpose of establishing a capital reserve account.. It is intended that interest to be earned on said \$35,000 will offset annual assessments necessary to continue to fund the capital reserve account. (As an example, 5.5 percent annual interest would generate \$1,925 on the principal balance of \$35,000. This amount (\$1,925) would adequately fund the projected \$1,500 to fund capital reserves.) The principal amount of said capital reserve account shall not be used to fund the operating budget but may be used to repair or replace the dock or pier in the event said structures are damaged or destroyed by unforeseen acts of nature that are not covered by said insurance policy.

6.3 Accounting Period. The fiscal year of the Association shall be the twelve (12) month period ending December 31.

6.4 Liability for Expenses.

6.4.1 All expenses of the Association shall be allocated among the Owners pro rata on the basis of the number of Lots except as hereinafter or heretofore provided. The Owner(s) of Home Lot I, however, shall not be responsible for any costs associated with the Shankhassick Shorefront Facility.

6.4.2 This section shall not be amended except upon a vote of 75% of the total voting power of the members, provided that in no event shall any amendment or modification be made of the provisions of this Article VI which would affect the Association's ability to impose and enforce liens for the costs of the allocation of right of way maintenance and Lot II real estate tax allocations as hereinafter provided.

6.5 Regular Assessments.

6.5.1 Each Owner's share of the current year's budget as adopted by the Association shall be assessed to the Owners as of December 1 of each year. The Developer will be liable for assessments for any Lots owned by it located on premises subject to the Declaration and any such assessments will be allocated proportionately between the Developer and any subsequent purchaser of a Lot from the Developer based on the portions of the year each of them owns such Lot. If any assessment proves insufficient, the Board may at any time levy a further assessment upon the Owners in the same proportions.

6.5.2 Each Owner shall be personally liable for the payment of all assessments made against him, which shall be due and payable in advance on January 1 of each year, or in such other reasonable fashion as the Board shall require. No Owner may exempt himself from liability for assessments by waiving or abandoning his use or enjoyment of the common areas or facilities or of his home lot.

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6.5.3 Failure of the Board or Association to determine assessments for a twelve (12) month period in the manner prescribed above shall not be interpreted as a waiver or amendment of these provisions, nor a release of an Owner of his obligation to pay assessments, but the assessment for the preceding 12 months shall continue, and installments shall be due thereon, until a new assessment is fixed, which new assessment may be retroactive to the beginning of the then current 12 month period.

6.5.4 Any costs associated with the maintenance of the right-of-way as provided in Section 4.4.2 shall be allocated as follows:

6.5.4.1 4.55 % to the Owner of the abutting property, Tax Lot 3-4, pursuant to the terms of an agreement between Ivan Perlman et al and Walter W. Cheney dated May, 1992, with the same to be collected as special revenues and allocated specifically to the cost of the maintenance of the right-of-way.

6.5.4.2 16.66% to Lot I.

6.5.4.3 25% to Unit II-A.

6.5.4.4 25% to Unit II-B.

6.5.4.5 The remainder to be borne as an expense of the Association and included within the general assessment within the current years budget.

6.5.5 Any costs associated with the maintenance and cutting of the fields on Lots I - VI, as provided in Section 9.2 below, shall be allocated equally between all members of the Association.

6.5.6 Any costs associated with the maintenance of the Shorefront Facility as provided in Section 4.4.1 and all taxes assessed for the Shorefront Facility as provided in Section 4.6.3 shall be allocated among those Owners entitled to use the Shorefront Facility as provided in Section 7.5 below.

6.6 Special Assessments.

6.6.1 Any infraction of a prohibition provided for in Article VIII hereof shall immediately cause the Owner responsible therefor to be assessed the sum of \$500.00. If such infraction shall continue beyond the seventh day following the Owner's receipt of written notice thereof from the Association, the Owner shall thereafter be assessed the sum of \$100.00 per day for each day the infraction continues.

6.6.2 This Section shall not be amended except upon a vote of 75% of the total voting power of the members.

6.7 Effect of Non-payment.

6.7.1 Each assessment and each installment thereof is a separate, distinct and severable personal obligation of the Owner against whom it is assessed. Any such assessment or installment not paid when due, plus interest at eighteen percent (18%) per annum (or the highest rate permitted by applicable laws, if less than eighteen (18%) percent) and all costs of collection, including reasonable attorney's fees, are a lien upon the Lot to which it relates. Notice of this lien shall be recorded at the Strafford County Registry of Deeds by the Association, which notice shall indicate the identity of the Owner who owns the Lot, the amount of the unpaid assessment, and the Lot burdened and a reference to the Book and Page of the said Registry in which the within Declaration of Covenants, Reservations, Restrictions and Easements is recorded. The following form may be used:

Notice of Lien

Pursuant to Article 6.7 of the Declaration of Covenants, Restrictions and Easements relating to land in the community known as Shankhassick on Great Bay, situated in the Town of Durham, County of Strafford and State of New Hampshire, recorded in Book _____, Page _____ of the Strafford County Registry of Deeds, notice is hereby given of liens in favor of Shankhassick Shorefront Association, Inc. whose address is _____, in the following amounts, against the properties and persons and for the periods set forth in the following schedule:

	<u>Owner</u>	<u>Amount</u>	<u>Date Due</u>	<u>Lot</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

In addition to the amounts set forth above, said lien secures interest thereon at eighteen percent (18%) per annum from the due date of payment and all costs of collection, including reasonable attorney's fees.

Shankhassick Shorefront Association, Inc.

By: _____
Its _____, hereunto duly authorized.

STATE OF NEW HAMPSHIRE
Strafford, ss.

Personally appeared _____, who acknowledged himself to be the _____ of Shankhassick Shorefront Association, Inc., a corporation duly organized, and who further acknowledged that he executed the foregoing instrument as said _____ on behalf of said corporation for the purposes therein contained.

Before me, this _____ day of _____, 19____.

Notary Public

6.7.2 The Association may foreclose said lien in the same manner provided for the power of sale foreclosure of a real estate mortgage under RSA Chapter 479. In any such action, the proceed shall be charged with the costs and expenses thereof, including reasonable attorney's fees. The Association may purchase at any such sale and may hold, lease, mortgage or sell any property acquired at such sale.

6.7.3 Upon foreclosure of said lien against any Owner, he shall immediately vacate the premises. If said Owner fails to do, he shall be liable for reasonable rental in addition to all costs, including reasonable attorney's fees, necessary for the Association to obtain possession of the premises.

6.7.4 Said lien shall be subordinate to any duly recorded first mortgage on the premises, and except for municipal liens and other statutory priority liens, shall be superior to all other liens of record.

6.8 Certificate of Payment. The Association shall issue on request of an Owner a certificate of payment or non-payment of assessments as to his Lot.

6.9 Surplus. Any surplus shall be retained by the Association and applied toward the next year's expenses.

6.10 Priority. The lien of the assessments provided for herein shall be subordinate to any first mortgage lien of any institutional lender of record placed upon the properties subject to assessment prior to the recording of the Notice of Lien.

6.11 Purchaser Bound. A purchaser of a lot shall take title to the lot subject to the lien for all unpaid assessments made against previous Owners thereof, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at a sale in lieu of such foreclosure and a purchaser from a first mortgagee who purchases at such a foreclosure sale or such a sale in lieu of foreclosure, shall not be liable for payment of assessments unpaid and due as of the time of his acquisition but shall be liable for assessments becoming due thereafter.

6.12 Mortgagee Rights. First mortgagees, may jointly or singly, pay taxes or other charges, including assessments that are in default and which may or have become a charge against any association property and may pay overdue insurance premiums on hazard insurance policies or secure new hazard insurance on the lapse of a policy. Any such payment by a first mortgagee, except for payments of taxes on individual lots, assessments on the same, or policies on the same, shall be entitled to immediate reimbursement from the Association.

6.13 Mortgagee Notice. The Association shall notify the first mortgagee, in writing, of any default in the above provisions by the mortgagor, which have remained in default for a period of sixty (60) days. No rights of the Association with respect to any Owner will be impaired by the failure to give such notice.

6.14 Information. In the event of any resale of a Lot or Unit by any Owner other than the Developer, the prospective purchaser shall have a right to obtain from the Association, prior to the contract date for disposition, the following:

6.14.1 A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding 2 fiscal years;

6.14.2 A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Association;

6.14.3 A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

6.14.4 A statement of the status of any pending suits judgments in which this Association is a party;

6.14.5 A statement setting forth what insurance coverage is provided for all property Owners by this Association and what additional insurance coverage would normally be secured by each individual property Owner; and

6.14.6 A statement that any improvements or alterations made to the lot by the prior property Owner are not known to be in violation of any restrictions and covenants imposed on the Premises.

The President and/or Treasurer of the Association shall furnish these statements upon written request of any prospective purchaser, together with a written acknowledgment of that fact by an Owner, which may be a copy of the pending Purchase & Sale Agreement, within 10 days of the receipt of such request.

ARTICLE VII

ASSOCIATION LAND

7.1 Association land shall be land, improvements and easements devoted to the social welfare, use and enjoyment of Owners of the lots, as defined in the Declaration or as designated "Association land" or "Common land" on a recorded subdivision plan of the property or so designated in the deed conveying such land or easements to the Association. Such Association land and Association property shall include, but not be limited to the Shorefront Facility previously conveyed, roadways, utility lines, fire protection water sources and any recreational facilities, as identified on the plans referred to in this Declaration, as they may be amended in the future.

7.2 Association land shall be managed in such a way as to promote the Owners' enjoyment of the wooded, natural state of the land, subject to Developer's rights found in Paragraph 10.12.7 below.

7.3 Except as provided in Section 7.5 below, every member shall have a right and easement of enjoyment in common with others in and to the Association land including, but not limited to, easements of access to and from the public highways over the access road as shown on the plans which easements shall be appurtenant to and shall pass with the title to every Lot whether or not expressly mentioned in a deed thereto. Each member shall have the right to delegate such rights of enjoyment to his guests and to persons residing in his home. Such rights are subject to the rights of other Owners in the Association land and the rights of the Declarant or its successors or assigns.

7.4 To the extent any Owners of lots jointly use a particular septic system, they will be jointly and severally liable for the repairs, maintenance and rebuilding of that system.

7.5 Use of the Shorefront Facility is subject to certain Rules and Regulations approved and imposed by the Town of Durham Planning Board which limits use by the Association and its membership to fourteen (14) lot owners (See Appendix C). Access to the Shorefront Facility, however, is by easement of Ivan and Norma Pearlman (See Section 3.2.7) which permits only ten (10) lots access to said facility. Until such time that Ivan and Norma Pearlman cease to own the burdened parcel, use of the Shorefront Facility will be limited to the Owners of nine lots as follows:

7.5.1 Lots II-A and II-B

7.5.2 Lot X

7.5.3 Six of the remaining lots which are declared herein as may be specifically so designated and granted rights to the Shorefront Facility within the Deed from The Developer.

At such time Ivan and Norma Pearlman cease to own the burdened parcel, all lots as herein declared, and all lots as added by unilateral declaration made by the Developer pursuant to Section 4.2, shall have rights to use the Shorefront Facility.

ARTICLE VIII

USE RESTRICTIONS AND ARCHITECTURAL REVIEW

8.1 The following restrictions are imposed upon each lot for the benefit of every other lot on the property and may be enforced by any Owner including the Developer, or the Association:

8.1.1 Each Home Lot shall be used for single-family residential purposes provided that a home business shall be allowable so long as the same is permitted by the Town of Durham Zoning Ordinance. Home Lots are permitted one residential structure and reasonable, accessory structures for garage and other permitted purposes. Provided, however, the Developer reserves the right to use or convey lots for temporary real estate sales or rental offices.

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8.1.2 No other improvements, such as a road, utility, dam, fence, bridge, culvert, barn, maple sugar house, covered sitting area, or shed without the express written approval of the Developer. Such approval shall not be unreasonably withheld provided said improvement is in keeping with having a minimal physical impact on the property and will not impact the overall scenic beauty of Shankhassick on Great Bay. It is expressly noted, however, that any such improvements, as well as landscaping or plantings, within the "Area IV Envelope" of Lot IV, as shown on said plan, shall not require approval of the Developer or the Association.

8.1.3 No use shall be made of the land to interfere with the quiet enjoyment of the Owners. No sign, billboards, posterboard, or advertising structure of any kind shall be erected or maintained on any lot or structures for any purpose whatsoever, except such signs as may have been approved by the Developer, or its successors or assigns, the Board of Directors of the Association.

8.1.4 No lot shall be subdivided into smaller lots, with the exception of the division of Lot II to include Units II-A and II-B of the Shankhassick Condominium on Great Bay, except in such an instance where two lot Owners, or a lot Owner and an abutter who may not necessarily be an Owner within this Declaration, may wish to divide an abutting lot between them or renegotiate a boundary line, but in no instance shall more than one dwelling unit be erected on any lot as shown on said plan as modified by said boundary line adjustment. Any lot reconfiguration is further limited by the provisions of the Conservation Easement Deeds referred to in Sections 3.2.2 and 3.2.3.

8.1.5 No motorized off-the-road vehicles shall be operated on any lot or Association land, including, but not limited to, snowmobiles, trail bikes and all terrain vehicles.

8.1.6 Tanks for the storage of fuel maintained on any lot shall be buried.

8.1.7 No fowl, horses, household pets or other animals shall be kept on any lot, except that a reasonable number of the usual household pets may be kept on Home Lots in conformity with Town of Durham animal regulations, if any, and in conformity with those regulations from time to time established by the Association. Horses, buffalo, and other grazing animals may be allowed by special exception with the approval of the Developer and all abutting Shankhassick lot Owners. Said special exception may be made with conditions and is subject to revocation by the Association if said conditions are not adhered to. Said special exception shall only be for a term of one year, renewable annually, subject to revocation by the Association or any abutting Lot Owner.

8.1.8 No rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any lots. No trash, ashes, or other refuse may be thrown or dumped on any land. The burning of refuse outdoors shall not be permitted. No incinerator or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Developer, or its successors and assigns, the Board of Directors.

8.1.9 No clothes line, television antennas, satellite dish(es) or other personal property of a similar nature shall be maintained, kept, stored, placed or left where it may be seen by the general public or other Owner, without the prior written consent of the Developer, or its successors or assigns, the Board of Directors.

8.1.10 No trees of greater than four inches in diameter at a point two feet above ground level shall be cut or removed without written approval of the Developer, or its successors or assigns, the Board of Directors of the Association, and is subject to the conservation easement deeds referenced in Sections 3.2.2 and 3.2.3. It is expressly noted, however, that any trees may be cut and removed within the "Area IV Envelope" on Lot IV, as shown on said plan, which is not within said conservation easement areas, without said written approval.

8.1.11 No temporary structure, excavation, basement, mobile homes, campers, boats, trailers, tents, recreational vehicles, motorized off-the-road vehicles, unregistered motor vehicles shall be permitted, placed, moved onto, stored or erected on any lot, either temporarily or permanently with the following exceptions:

8.1.11.1 An Owner may store his or her own boat(s) outside on his or her Lot from September 15 to June 1 at which time the boat(s) shall be removed from the Premises until September 15. Should an Owner's boat be a type that is taken out of the water after each use, the boat may be stored on the Lot year round. All such outside boat storage is limited to a maximum of two (2) boats (canoes etc.) per Lot, and shall have the prior written approval of the Developer, or its successors or assigns, the Board of Directors of the Association, in order to ensure that said boat(s) shall not be visible from the adjacent residence(s).

8.1.11.2 An Owner may park or store any such vehicle so-long as the same is completely within any garage located on the premises.

8.1.11.3 A recreational vehicle (RV) may be stored temporarily on a lot for up to 30 days.

8.1.12 No Owner shall, without prior written consent of the Developer, or its successor and assigns, the Board of Directors, make, or permit to be made, any exterior structural alteration, improvement or addition to the exterior of his home which exceeds a value equal to \$10,000 in 1998, nor impairs any easement or right or personal property which is part of the lot. With respect to such exterior structural alterations, improvements, or additions, consent shall not be unreasonably withheld provided that the exterior blends well with the natural surroundings and is harmonious with the integrity of the existing adjacent homes.

8.1.13 No Owner shall, without prior written consent of the Developer, or its successor or assigns, the Board of Directors, change the exterior color of his residence or accessory buildings as to alter its approved appearance or disrupt the harmonious integrity

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of the homes. No consent shall be required for painting, re-painting, or staining the structure in earth tone colors such as warm gray, tan or brown, amber, moss or dusty green.

8.1.14 No Owner shall or permit his or her tenants, invitees, agents or guests to park overnight on any roads within Shankhassick on Great Bay, i.e., the 30' right of way from Bay Road to the Shorefront Facility.

8.1.15 No Owner shall hunt or permit hunting within the Premises.

8.2 Architectural and Siting Review. No structure shall be commenced, created, placed or permitted to remain on any portion of Shankhassick on Great Bay, nor shall any existing structure be altered, provided that the alteration exceeds the financial threshold in Section 8.1.12, in any fashion which changes the exterior appearance thereof unless permission in writing to do so has first been obtained from the Developer or its successor or assigns, the Board of Directors as follows:

8.2.1 Written approval must be obtained prior to application for a building permit from the Town of Durham and prior to commencement of any construction or lot improvement by submission of plans, specifications, and site plans professionally prepared in reasonable detail including the siting of the structure(s), type and style of construction, quality of workmanship and materials, harmony of exterior design, size and location with respect to topography and finished grade elevation, and landscaping. A fee of three hundred dollars (\$300.00) shall be paid to Developer or its successors and assigns, to help defray the cost of approval and expenses.

8.2.2 All siding materials for structures shall be of natural material or shall have an appearance of natural material and shall blend with the natural surroundings of the area, with the exception of T-111 and composition clapboards, which although made of natural materials are not permitted.

8.2.3 No one story building shall be permitted with a fully enclosed first floor of less than sixteen hundred (1,600) square feet, exclusive of carport, garage, and open (although screened) porches, and no greater than one story building shall be permitted with a fully enclosed first floor of less than nine hundred (900) square feet, exclusive of carport, garage, and open (although screened) porches.

8.2.4 Each initial house plan submitted for each Lot shall include a garage, either attached or detached, with a minimum of two stalls.

8.2.5 The right to prohibit the construction or alteration of any structure which, in the opinion of the Developer, its architects and/or land planners, is not well sited, disrupts an existing view easement, or is not compatible with the styles, appearance, and value of existing structures or the architectural scheme and concept the Developer created for Shankhassick on Great Bay is specifically reserved by the Developer for itself, its successors and assigns, the Board of Directors, the same not to be unreasonably withheld.

Units II-A and II-B and the residence situate on abutting Tax Map 20 Lot No. 3-3 are examples of the scheme and concept of Shankhassick on Great Bay.

8.2.6 The Developer, for itself, its successors and assigns, reserves the right to require an Owner to resubmit plans showing the external appearance for any construction or alteration in a form satisfactory to the Developer, which said resubmittal will be accompanied by an additional fifty dollar (\$50.00) fee; the right to externally inspect any dwelling to determine if such construction or alteration is in accordance with the approved plans; the right to require an Owner to remove or re-alter any construction or alterations which are in violation of this Article VIII, and if, after ten (10) days' written notice of a violation, the Owner has not commenced a reasonable plan that will be implemented over a reasonable time period to remove or terminate such violation, to seek appropriate legal recourse are necessary to terminate or extinguish such violation, the cost of which shall be assessed in full to the Owner of the Lot and be a lien thereon, subject to foreclosure as provided in Article VI hereof.

8.3 Completion, Bonding, and Permit required for Occupancy. All structures erected on a Lot shall be promptly and expeditiously completed as to their exterior and landscaping within nine (9) months from the granting of a building permit by the Town of Durham. A cash or surety bond in the minimum amount of Five Thousand Dollars (\$5,000.00), or such additional sum as may be required by Developer, or its successors and assigns, shall be posted with the Developer prior to the commencement of construction. (Note: It will be acceptable for the Owner, as part of the Owner's construction mortgage with a lending institution, to obtain a letter from said lender stating that the final \$5,000 will not be released until such time when the Developer certifies that the exterior and landscaping have been satisfactorily completed.) Upon satisfactory completion of the exterior construction and landscaping the bond shall be released. No structure, however, may be occupied in any manner while being constructed, nor any time prior to its being entirely completed and a written statement is obtained from the Developer, its successors or assigns that the structure is in compliance with the approved plans, is in conformance with this Declaration, and may be occupied, subject to the Developer permitting an Owner to occupy residence if the landscaping cannot be completed due to weather or other factors outside the Owner's control, conditioned upon the continuation of the bond as provided herein and the establishment of a date certain for completion.

ARTICLE IX

MAINTENANCE AND REPAIR

9.1 Ground maintenance and other services. Road maintenance and snowplowing, maintenance of Association land and facilities, trash removal and similar services shall be performed by the Association to the extent required by this Declaration or its By-Laws or by a vote of its members, and the Developer reserves to itself, and hereby assigns to the Association, the right to perform such maintenance and services, and to make assessments therefor and impose liens for unpaid assessments as provided in Article VI hereof.

9.2 Mowing of Fields. The Association shall be responsible for keeping the fields on Lots I - VI properly mowed as often as necessary, but no less than once each year, in order to maintain the area as open fields, to preserve the views of Great Bay from all Lots, and to be consistent with the protection of wildlife habitat within said area. The Association shall not, however, unless required by the Owner of Lot IV, be responsible for any fields which are located within the "Area IV Envelope" on Lot IV as shown on said plan.

9.3 Removal of debris. In the event a structure owned by the Shankhassick Shorefront Association, Inc. is destroyed in whole or in part by fire, windstorm or other casualty, the Association shall remove the debris and do such other things necessary to render the site of the casualty safe and sightly, and the Developer reserves to itself, and hereby assigns to the Association, the right to do said acts and to make special assessments therefor as provided in Article VI.

9.4 Reconstruction. Every Owner of a Lot in Shankhassick on Great Bay shall, upon the occurrence of any event causing damage to or destruction of the exterior or structure of the dwelling, whether or not covered by insurance, cause the dwelling to be restored to its former state as soon as is reasonably possible.

ARTICLE X

RESERVED EASEMENTS AND RIGHTS

In addition to the general reservations by reference as contained in Paragraph 3.2 above, the Developer reserves in the lots and each shall be conveyed subject to certain easements as follows:

10.1 Lot I Easements. Lot I shall be conveyed subject to and together with the following easements as shown on the Plans and specifically the Lot I Plan:

10.1.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3.

10.1.2 Together and subject to a right-of-way thirty feet (30') in width in common with others for all purposes in, over, under, across the presently existing road or way as shown on said plans leading from Bayside Road (or Bay Road) to the shore of Great Bay on Lot II.

10.1.3 Subject to a line of sight easement for the benefit of Lot III being that portion of View Window Easement III-A as shown on said plans and encumbering Lot I. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and subject to the right of the Owner of Lot III to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

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10.1.4 Subject to the Walking Path Easement for the benefit of Lot III as shown on said plans permitting access to the Shorefront Facility. This easement will be for pedestrian use only (except to the extent that motorized vehicles or equipment may be used to maintain the same).

10.1.5 Subject to an easement benefiting the Association and Lots III, IX, and X, over that area identified as the Protected Area on said plans. The protected area shall remain in its current natural state, to be maintained as such by the Association, subject to the right of the Developer to establish such additional View Window Easements over the Protected Area for the benefit of Lots IX and Lot X as it in its discretion may determine.

10.1.6 Subject to an easement reserved to Walter W. Cheney, and his heirs, to maintain the "Memorial Rock" as shown on said plans, including the right to enter the most direct access available from the thirty foot (30') right-of-way during the month of October each year to maintain said rock, the names inscribed thereto and to add names thereto. This easement is intended to reserve the same rights and privileges accorded by common or statutory law to family burial plots or cemeteries.

10.2 Lot II Easements. Lot II, which shall be in its entirety Common Area or Limited Common area of a two unit residential condominium to be declared now or in the immediate future, shall be declared, and subsequently conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot II Plan:

10.2.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3.

10.2.2 Together with and subject to a right-of-way thirty feet (30') in width in common with others for all purposes in, over, under, across the presently existing road or way as shown on said plans leading from Bay Road to the shore of Great Bay on Lot II.

10.2.3 Subject to a line of sight easements for the benefit of Lot III being those portion of View Window Easements III-A and III-B as shown on said plans and encumbering Lot II. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and subject to the right of the Owner of Lot III to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

10.2.4 Subject to the easements and improvements appurtenant to the Shorefront Facility as conveyed to the Association by Corrective Warranty Deed of the Developer dated May 23, 1998, to be recorded at said Registry.

10.2.5 Subject to a line of sight easement for the benefit of Lot IV over that portion of Lot II identified on said plans as Easement Area IV, excluding all use of said area by all other Owners, including the Owners, tenants and guests of Lot II. The Owner of Lot IV shall have the right to cut or trim trees and other vegetation to create and maintain views of Great Bay from the residential structure to be built on Lot IV to the extent reserved to

Walter W. Cheney, Grantor, in a Conservation Easement Deed to the State of New Hampshire dated and recorded on August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds.

10.2.6 Subject to an exclusive use easement for passive recreational uses, including non-commercial gardening, for the benefit of Lot IV, over that portion of Lot II identified on said plans as Easement Area IV, excluding all use of said area by all other Owners, including the Owners, tenants, and guests of Lot II. The Owners of Lot IV shall have the exclusive right to use Easement Area IV for all reasonable passive recreational uses and purposes to allow, facilitate, and enhance the enjoyment of Great Bay subject, however, to those restrictions with respect to the use of said "Easement Area IV" as contained within said Conservation Easement Deed of Walter W. Cheney to the State of New Hampshire.

10.2.7 Subject to a line of sight easement for the benefit of Lot VI over that portion of Lot II identified on said plans as Easement Area VI. The Owners of Lot VI shall have the right to cut or trim trees and other vegetation to create and maintain views of Great Bay from the residential structure to be built on Lot VI to the extent reserved to Walter W. Cheney, Grantor, in said Conservation Easement Deed to the State of New Hampshire.

10.2.8 Subject to an exclusive use easement for passive recreational uses, including non-commercial gardening, for the benefit of Lot VI, over that portion of Lot II identified on said plans as Easement Area VI. The Owners of Lot VI shall have the exclusive right to use Easement Area VI for all reasonable passive recreational uses and purposes to allow, facilitate, and enhance the enjoyment of Great Bay subject, however, to those restrictions with respect to the use of said "Easement Area VI" as contained within said Conservation Easement Deed of Walter W. Cheney to the State of New Hampshire.

10.2.9 Subject to an easement for pedestrian use only for the benefit of the parcel identified as Tax Map 20-5, being now or formerly owned by Gerhard Brand et al, to be used in common with others running from the southwesterly end of said parcel 20-5 to the shore of Great Bay over that portion of Lot II identified on said plans as the "Lot 5 Easement".

10.2.10 Subject to the right of the Owner of Lot V to remove the vegetation in the area labeled "Area to be Pre Clear Cut" within the conservation easement, which is also within Exclusive Easement Area VI, on Lot II of said plan for the purpose of providing views of Great Bay, but only between July 1 and November 1 in any year, to the extent reserved to the Developer in the Conservation Easement Deed dated and recorded August 15, 1991, in Book 1568, Page 416 of the Strafford County Registry of Deeds.

10.2.11 Subject to a right-of-way over Driveway Easement V/VI leading from the Bay Road and running to and for the benefit of Lot V and Lot VI as shown on said Plan.

10.3 Lot III Easements. Lot III shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot III Plan:

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10.3.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3.

10.3.2 Together with line of sight easements for the benefit of Lot III being those portions of View Window Easements III-A and III-B as shown on said plans and encumbering Lots I, II and IV. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and together with the right to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

10.3.3 Together with and subject to an easement benefiting the Association and Lots III, IX, and X, over that area identified as the Protected Area on Lot I as shown on said plans. The protected area shall remain in its current natural state, to be maintained as such by the Association, subject to the right of the Developer to establish such additional View Window Easements over the Protected Area for the benefit of Lot IX and Lot X as it in its discretion may determine.

10.3.4 Together with a Walking Path Easement over Lot I as shown on said plans permitting access to the Shorefront Facility. This easement will be for pedestrian use only (except to the extent that motorized vehicles or equipment may be used to maintain the same).

10.3.5 Subject, however, to lines of sight easement for the benefit of Lots VIII and IX, being that portion of View Window Easement VIII/IX as shown on said plans. No structure shall be built to a height nor trees or shrubbery allowed to grow to a height which would diminish the present view of Great Bay from Lots VIII and IX respectively, and subject to the right of the Owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area, subject to the conservation easement deeds referenced in Sections 3.2.2 and 3.2.3.

10.3.6 Together with and subject to a right-of-way over Driveway Easement IV leading from the Bay Road and running to and for the benefit of Lot III and Lot IV as shown on said Plan, together with the right of Lot IV to erect utility lines within said easement area.

10.4 Lot IV Easements. Lot IV shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot IV Plan:

10.4.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3.

10.4.2 Subject to a line of sight easement for the benefit of Lot III being that portion of View Window Easement III-B as shown on said plans. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot III, and subject to the right of the Owner of Lot III to cut and remove

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any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

10.4.3 Subject, however, to a line of sight easement for the benefit of Lots VIII and IX being that portion of View Window Easement VIII/IX as shown on said plans. No structure shall be built to a height nor trees or shrubbery allowed to grow to a height which would diminish the present view of Great Bay from Lots VIII and IX respectively, and subject to the right of the Owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area.

10.4.4 Subject to an easement for pedestrian use only for the benefit of the parcel identified as Tax Map 20-5, being now or formerly owned by Gerhard Brand et al, to be used in common with others running from the southwesterly end of said parcel 20-5 to the shore of Great Bay over that portion of Lot IV identified on said plans as the "Lot 5 Easement".

10.4.5 Together with a line of sight easement for and over that portion of Lot II identified on said plans as Easement Area IV. The Owners of Lot IV shall have the right to cut or trim trees and other vegetation to create and maintain views of Great Bay from the residential structure to be built on Lot IV to the extent reserved to Walter W. Cheney, Grantor, in a Conservation Easement Deed to the State of New Hampshire dated and recorded on August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds.

10.4.6 Together with an exclusive use easement for passive recreational uses, including non-commercial gardening, over that portion of Lot II identified on said plans as Easement Area IV. The Owners of Lot IV shall have the exclusive right to use Easement Area IV for all reasonable passive recreational uses and purposes to allow, facilitate, and enhance the enjoyment of Great Bay subject, however, to those restrictions with respect to the use of said "Easement Area IV" as contained within said Conservation Easement Deed of Walter W. Cheney to the State of New Hampshire.

10.4.7 Together with and subject to a right-of-way over Driveway Easement IV leading from Bay Road and running over and burdening Lot III as shown on said Plan, together with the right to erect utility lines within said easement area.

10.4.8 Together with a right to fill that area identified as the Fill Easement to the extent reserved to Developer in the conveyances referred to in Paragraph 3.2.3.

10.5 Lot V Easements. Lot V shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot V Plan:

10.5.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3.

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10.5.2 Subject to a line of sight easement for the benefit of Lot VII being View Window Easement VII as shown on said plans. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot VII, and subject to the right of the Owner of Lot VII to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

10.5.3 Together with a right-of-way over Driveway Easement V/VI leading from Bay Road and running over and burdening Lot II as shown on said Plan, together with the right to erect utility lines within said easement area.

10.5.4 Together with the right to remove the vegetation in the area labeled "Area to be Pre Clear Cut" within the conservation easement on Lot II and V of said plan for the purpose of providing views of Great Bay, but only between July 1 and November 1 in any year, to the extent reserved to the Developer in the Conservation Easement Deed dated and recorded August 15, 1991, in Book 1568, Page 416 of the Strafford County Registry of Deeds.

10.5.5 Together with access and utility easements reserved to the Developer over the land of the State of New Hampshire as reserved in deeds referred to in Sections 3.2.4 and 3.2.5

10.6 Lot VI Easements. Lot VI shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot VI Plan:

10.6.1 Subject to an easement reserved to the Association to mow and maintain fields on Lots I - VI as provided in Section 4.4.3

10.6.2 Together with a right-of-way over Driveway Easement V/VI leading from Bay Road and running over and burdening Lot II as shown on said Plan, together with the right to erect utility lines within said easement area.

10.6.3 Together with a line of sight easement for and over that portion of Lot II identified on said plans as Easement Area VI. The Owners of Lot VI shall have the right to cut or trim trees and other vegetation to create and maintain views of Great Bay from the residential structure to be built on Lot VI to the extent reserved to Walter W. Cheney, Grantor, in a Conservation Easement Deed to the State of New Hampshire dated and recorded on August 15, 1991, at Book 1568, Page 406, of the Strafford County Registry of Deeds.

10.6.4 Together with an exclusive use easement for passive recreational uses, including non-commercial gardening, over that portion of Lot II identified on said plans as Easement Area VI. The Owners of Lot VI shall have the exclusive right to use Easement Area VI for all reasonable passive recreational uses and purposes to allow, facilitate, and enhance the enjoyment of Great Bay subject, however, to those restrictions with respect to

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the use of said "Easement Area VI" as contained within said Conservation Easement Deed of Walter W. Cheney to the State of New Hampshire.

10.6.4.1 Subject to an easement for pedestrian use only for the benefit of the parcel identified as Tax Map 20-5, being now or formerly owned by Gerhard Brand et al, to be used in common with the Owners of Lot VI, running from the southwesterly end of said parcel 20-5 to the shore of Great Bay over that portion of Lot II identified on said plans as the "Lot 5 Easement".

10.6.5 Subject to the right of the Owner of Lot V to remove the vegetation in the area labeled "Area to be Pre Clear Cut" within the conservation easement, which is also within Exclusive Easement Area VI, on Lot II of said plan for the purpose of providing views of Great Bay, but only between July 1 and November 1 in any year, to the extent reserved to the Developer in the Conservation Easement Deed dated and recorded August 15, 1991, in Book 1568, Page 416 of the Strafford County Registry of Deeds.

10.7 Lot VII Easements. Lot VII shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot VII Plan:

10.7.1 Together with a line of sight easement for the benefit of Lot VII being View Window Easement VII encumbering Lot V as shown on said plans. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot VII, and together with the right of the Owner of Lot VII to cut and remove any additional vegetation that is allowed to grow within said easement area subject to the provisions of Subparagraphs 3.2.1 - 3.2.3.

10.7.2 Subject to a right-of-way over Driveway Easement VIII leading from Bay Road and running to and for the benefit of Lot VIII as shown on said Plan, together with the right of Lot VIII to erect utility lines within said easement area.

10.8 Lot VIII Easements. Lot VIII shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot VIII Plan:

10.8.1 Together with a line of sight easement for the benefit of Lots VIII and IX being View Window Easement VIII/IX as shown on said plans and encumbering Lots III and IV. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot VIII or IX, and together with the right of the Owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area for the purpose of maintaining a view of Great Bay, subject to the provisions of Subparagraph 3.2.1 - 3.2.3.

10.8.2 Together with a right-of-way over Driveway Easement VIII leading from Bay Road and running over and burdening Lot VII as shown on said Plan, together with the right to erect utility lines within said easement area.

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10.9 Lot IX Easements. Lot IX shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot IX Plan:

10.9.1 Together with an easement benefiting the Association and Lots III, IX, and X, over that area identified as the Protected Area on Lot I as on said plans. The protected area shall remain in its current natural state, to be maintained as such by the Association, subject to the right of the Developer to establish such additional View Window Easements over the Protected Area for the benefit of Lot IX and Lot X as it in its discretion may determine.

10.9.2 Together with a line of sight easement for the benefit of Lots VIII and IX being View Window Easement VIII/IX as shown on said plans and encumbering Lots III and IV. No structure shall be built nor trees or shrubbery allowed to grow which would diminish the present view of Great Bay from Lot VIII or IX, and together with the right of the Owners of Lots VIII and IX to cut and remove any additional vegetation that is allowed to grow within said easement area for the purpose of maintaining a view of Great Bay, subject to the provisions of Subparagraph 3.2.1 - 3.2.3.

10.9.3 Subject to a right-of-way over Driveway Easement X leading from Bay Road and running to and for the benefit of Lot X as shown on said Plan, together with the right of Lot X to erect utility lines within said easement area.

10.10 Lot X Easements. Lot X shall be conveyed, subject to and together with the following easements as shown on the Plans and specifically the Lot X Plan:

10.10.1 Together with an easement benefiting the Association and Lots III, IX, and X, over that area identified as the Protected Area on Lot I as on said plans. The protected area shall remain in its current natural state, to be maintained as such by the Association, subject to the right of the Developer to establish such additional View Window Easements over the Protected Area for the benefit of Lot IX and Lot X as it in its discretion may determine.

10.10.2 Together with a right-of-way over Driveway Easement X leading from the Bay Road and running over and burdening Lot IX as shown on said Plan, together with the right to erect utility lines within said easement area.

10.11 Easements to Run with the Land. All of the rights, easements and obligations declared herein are to run with the land of all Home Lots.

10.12 General Development of the Premises. Developer does hereby declare an easement for the purposes of the development and construction of the Premises over and across all of the lots. Developer hereby declares any and all easements necessary or desirable for the construction and development of the Premises. None of the rights of the various lot Owners herein shall be construed to inhibit or impede the construction and other easement rights reserved herein by Developer. All of the lot Owners shall cooperate with one another and Developer in order to implement this Declaration. Among the general easements are:

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10.12.1 Service boxes, poles, wires and conduits, above or below ground, for the transmission of electricity and telephone messages, and other purposes and for necessary attachments in connection therewith;

10.12.2 Facilities (pumps, etc.), ditches, pipes and culverts for surface water drainage and sewer, water and gas mains and pipes and appurtenances thereto;

10.12.3 The construction and maintenance of slopes and cuts in conjunction with roadways and pathways upon the property;

10.12.4 Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;

10.12.5 Cables, conduits and wires above or below ground for community radio and television antenna services;

10.12.6 Installing, replacing, repairing and servicing any of the foregoing, including trimming and cutting;

10.12.7 Use of Association land and association property for building construction and sales purposes conducive to the completion of this development and for construction of recreational facilities and related amenities.

10.13 Assignment. All the rights, easements, privileges and powers reserved to and retained by the Developer under the terms of this Declaration shall be assignable by it to the Association, or to any person or entity who has acquired title to all or part of this property now owned by Developer in Durham, New Hampshire, for the purpose of completing this development, or to any person or entity who has undertaken to furnish services such as water, sewer, power and telephone service to the Owners, but in such latter case only those rights and easements necessary or convenient to the providing of such services shall be assignable. The Association shall accept assignment of any such rights, easements, privileges and powers.

10.14 Costs and Expenses. Developer (or its assignee, the Association) shall pay all costs referred to in this Declaration in the first instance and then charge the lot Owners therefor. In the event the Association fails to properly carry out its maintenance responsibilities pursuant to Sections 9.1, 9.2 and 9.3, Developer shall have the right, but not the obligation, to carry out such responsibility and charge the applicable lot Owner therefor.

10.15 Utilities. Developer hereby does reserve the right to grant reasonable utility easements across, under or over any part of the Premises, for any utilities necessary to service the Shorefront Facility, the Premises or any lot thereof. Certain utility easements already exist with respect to the Premises and the lot Owners shall have the benefits thereof and their rights pursuant to this Declaration shall be subject to the burdens thereof.

10.16 Transfer to the Association. If and when Developer has no further Ownership rights in the Premises, i.e., has sold all the Home Lots, other than the areas designated as common or Association lands, and to the extent that the Association land or common properties or systems have not been conveyed to either the Association or a municipality, then Developer shall transfer the Association land, and the Developer's rights and obligations hereunder to the Association which is hereby obligated to accept said Association land, Developer's rights and obligations. Developer shall also have the right to transfer the Association land, or any portion thereof, and Developer's rights and obligations hereunder to any Public Utility formed which is capable and obligated to performing Developer's obligations herein.

ARTICLE XI

AMENDMENTS

11.1 Except as provided in Subsection 4.2 above, following the recording of this Declaration in the Strafford County Registry of Deeds, the Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time by a vote of two-thirds (2/3) of the aggregate voting strength of the Association. No amendment shall modify or extinguish any of the provisions of Article VII, VIII, Article X, or Article XI as they apply to a Lot already conveyed by the Developer except with the written consent of the Owner of said previously conveyed Lot.

11.1.1 No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Association at least thirty (30) days in advance of the meeting at which the same is considered; and

11.1.2 An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Registry of Deeds for the county in which this Declaration is recorded.

ARTICLE XII

MISCELLANEOUS

12.1 Subject to the provisions of Article 11.1, the Covenants, Restrictions and Easements of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration or any declaration supplemental hereto, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Board of Directors has been recorded, such instrument certifying that a vote of the then Owners of the lots has been taken and seventy-five percent (75 %) of such Owners, not including the Developer, have agreed that said Covenants and Restrictions shall cease, desist and discontinue, provided, however, that no such agreement to cease shall be effective unless

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written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

12.2 Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as a member on the records of the Association at the time of such mailing.

12.3 Enforcement of these Covenants, Restrictions and Easements shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer or Association will have the right to collect attorneys fees and costs for that action from any such person.

12.4 Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

12.5 It is the expressed intention of the developer to create a planned unit development and not a condominium development subject to New Hampshire Revised Statutes Annotated 356-B.

ARTICLE XIII

13.1 The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, nor are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

13.2 Indemnification. The officers and the members of the Board of Directors of the Association shall not be liable to any Owner for any act or omission committed by them in the course of performance of their duties as officers or directors of the Association, unless such act or omission constitutes bad faith, gross negligence or willful misconduct or is in willful contravention of the Declaration. The members shall indemnify and hold harmless each officer and each member of the Board of the Association against any and all liabilities incurred by them in the course of performance of their duties as officers or directors of the Association, provided the same are not the result of bad faith, gross negligence, willful misconduct or conduct contrary to the provisions of the Declaration.

No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortuous conduct against the person or property of another.

IN WITNESS WHEREOF, CHENEY-ENGLAND LIMITED PARTNERSHIP has caused this instrument to be executed on the day and date hereinbefore written.

CHENEY-ENGLAND LIMITED PARTNERSHIP
By its three General Partners

Wildlife Realty, Inc.

June M Barry
Witness

By: Becky I. Benvenuti
Becky I. Benvenuti, Its President

to all
Witness

By: Frederick J. England, Jr.
Frederick J. England, Jr.

Witness

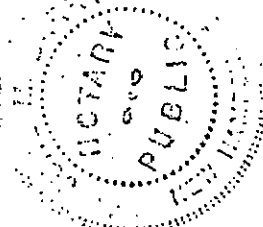
By: Valerie C. England
Valerie C. England

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

May 27, 1998

Personally appeared the above named Becky I. Benvenuti, President of Wildlife Realty, Inc. and acknowledged the foregoing instrument to be her, the corporation's and the limited partnership's free act and deed.

Before me,
June M Barry
Justice of the Peace/Notary Public
My Commission Expires May 18, 1999



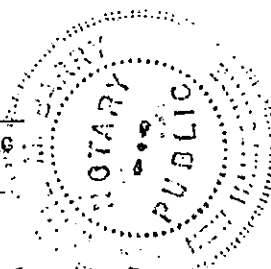
STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

May 27, 1998

Personally appeared the above named Frederick J. England, Jr. and acknowledged the foregoing instrument to be his and the limited partnership's free act and deed.

Before me,
June M Barry
Justice of the Peace/Notary Public
My Commission Expires: _____

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999



STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

May 27, 1998

Personally appeared the above named Valerie C. England and acknowledged the foregoing instrument to be her and the limited partnership's free act and deed.

Before me,
June M Barry
Justice of the Peace/Notary Public
My Commission Expires: _____

JUNE M. BARRY, Notary Public
My Commission Expires May 18, 1999

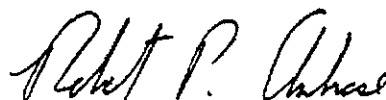
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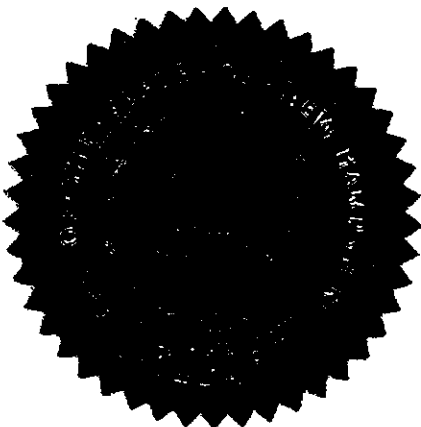
State of New Hampshire
Department of State

The undersigned, as Deputy Secretary of State of the State of New Hampshire,
hereby certifies that the attached Articles of Agreement of THE SHANKHASSICK
SHOREFRONT ASSOCIATION, INC., a New Hampshire nonprofit corporation,
have been recorded in this office.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 1995



Robert P. Ambrose
Deputy Secretary of State



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FILED

MAY 16 1995

THE STATE OF NEW HAMPSHIRE

**WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE**

ARTICLES OF AGREEMENT

We, the undersigned, being persons of lawful age, associate under the provisions of the laws of the State of New Hampshire RSA 292 for the following:

ARTICLE 1.

NAME: The name of the corporation shall be THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC.

ARTICLE 2.

PURPOSE: This non-profit association is being formed for the following purposes:

1. To serve and promote the recreational and other interests of all of the present or future owners of the following single family house lots and/or condominium units that are or may in the future be required to be members of the association:

A. Single family house lots A, B, and C and lot 6 as shown on a plan entitled "Final Lot Configuration and Consolidated Easement Plan, Wooden Nutmeg Farm, for Walter W. Cheney and Cheney-England Limited Partnership, Bay Road, Durham, N.H.", dated 4/1/94, by Lamprey River Survey Company, to be recorded in the Strafford County Registry of Deeds.

B. The two (2) condominium units to be constructed within "Area D - Exclusive Condominium Area": upon "New Lot 4" as shown on the above entitled Final Lot Configuration and Easement Plan.

C. Lots 1, 7, 8, and 9 as shown on a plan entitled "Wilcox Farm subdivision for Cheney/England, Bay Road, Durham, N.H." dated 2/11/91 by Lamprey River Survey Company and recorded as plan 39-2, 3, 4, and 5 at the Strafford County Registry of Deeds; and Lots 19-2 through 19-6 inclusive, as shown on a plan entitled "Wilcox Farm Lots 19-2 through 19-6 Lot Line Revision for Cheney/England, Bay Road, Durham, N.H." dated April 11, 1995, by Doucet Survey, Inc. to be recorded at the Strafford County Registry of Deeds.

D. Lots 3-4 and 3-5 as shown on a plan entitled "Boundary Line Adjustment for Ivan Lee & Norma M. Perlman, Walter W. Cheney, Frederick J. England, Jr., and Valerie C. England and Right of Way and Easement Relocation Plan for Ivan Lee & Norma M. Perlman, William and Carol A. Cormier, Walter W. Cheney, Frederick J. England, Jr., and Valerie C. England, Bay Road, Durham, NH dated February 19, 1991, by Richard P. Millette and Associates, recorded as plan 39-7 at the Strafford County Registry of Deeds.

E. Lot 1 as shown on a plan entitled "Subdivision W. W. Cheney, Durham, NH" dated May 19, 1980, by Frederick S. Drew Associates, recorded as plan 21-36 of the Strafford County Registry of Deeds.

F. Any other owners of single family house lots and/or condominiums units as Walter W. Cheney or the Cheney-England Limited Partnership may in their sole (and separate) discretion in the future designate by unilateral declaration to be recorded in the Strafford County Registry of Deeds.

G. There is no guarantee or requirement that all of these single family house lots and condominiums described in A through F shall be required to participate. Only such of those whose deeds require same in the sole discretion of Walter W. Cheney or the Cheney-England Limited Partnership shall be required to participate. Participants may be members, annual associates, or permanent associates and may be converted from one classification to another as provided in the Association By-Laws and as agreements between the various parties and entities may provide.

2. To own, hold, manage, regulate, repair, and replace the real and personal property either owned by the Association or which the Association has by way of easements or other grants the right to use, including but not limited to its easements for the use of portion of lot 4 as shown on a plan entitled "Final Lot Configuration and Easement Plan, Wooden Nutmeg Farm for Walter W. Cheney and Cheney-England Limited Partnership, Bay Road, Durham, NH", dated 4/1/94, by Lamprey River Survey Company, to be recorded in the Strafford County Registry of Deeds and also including the Shankhassick floating dock, ramp, decks, landscaping, parking spaces, screen house, and other improvements and facilities as the same are or will be constructed on or within said easement area.

3. To set the duties, certain use fees and other such miscellaneous fees as it may determine.

4. To provide the owners of the house lots and/or the condominiums in the above-mentioned projects which are required to be members of this association and the owners of New Lot 3 and New Lot 4 as shown in the above mentioned plan, with a voting right as to the use and operation of the facilities and open space areas.

5. All other purposes as may be necessary to carry out these aims.

ARTICLE 3.

DISSOLUTION: In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation shall be used or distributed subject to the order of the Superior Court of the County of Strafford and State of New Hampshire, as provided by law, exclusively for purposes within those set forth in Article 2. herein and with intentment of Section 501 (c) of the Internal Revenue Code of 1954 and the Regulations thereunder as the same now exist or as they may be hereafter amended from time to time. The Corporation may be dissolved at any time, either at a special or annual meeting, by vote of a majority of the members thereof, subject to the provisions of Section 9-11 of the Voluntary Corporation Law of the State of New Hampshire and any and all amendments thereto.

ARTICLE 4.

PLACE OF BUSINESS: The business of this Corporation may be carried on in any place or places in the United States or any foreign countries, unless otherwise provided by law, but its principal place of business is Bay Road in the Town of Durham, County of Strafford and State of New Hampshire.

ARTICLE 5.

CAPITAL STOCK: This Corporation shall have no capital stock and no shares of any kind shall be issued.

ARTICLE 6.

BY-LAWS: The officers and directors of this Corporation, their several terms of office, mode of election, respective duties, and all other things pertaining thereto, shall be set forth in By-Laws to be adopted.

The names, signatures and post office addresses of incorporators.

Walter W. Cheney

76 Exeter Street, Newmarket, NH 03857

Jane M. Barry 76 Exeter Street, Newmarket, NH 03857
Jane M. Barry

Perry Bryant 76 Exeter Street, Newmarket, NH 03857
Perry Bryant

Town Clerk's Office, Town of Durham, New Hampshire

Received and recorded this 4 day of May, 1995.

James L. Roth, Deputy
Town Clerk

Becky I. Benvenuti 76 Exeter Street, Newmarket, NH 03857
Becky I. Benvenuti

Kathleen A. Morris 76 Exeter Street, Newmarket, NH 03857
Kathleen A. Morris

BK2009PG0331

APPENDIX B

BY-LAWS

of

THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 76 Exeter Street, Newmarket, State of New Hampshire, but meetings of members and directors may be held at such places within the State of New Hampshire as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, and Easements of Shankhassick on Great Bay and as shown on the plans referred therein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Association Land" shall be all the land described in Article VII of the Declaration of Covenants, Restrictions and Easements of Shankhassick on Great Bay, and shown on the plans referred therein or on any future plans as may from time to time be conveyed to the Association by the Developer as provided in Article X.

Section 4. "Lot" or "Lots" shall mean and refer to any Home Lot as defined in the Declaration and being plots of land shown upon the recorded subdivision map of the Properties with the exception of the Association Land and any buildings or improvements constructed thereon.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home Lot or Condominium Owner which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Cheney-England Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Restriction and Easements applicable to the Properties dated _____, 1998, recorded at the Strafford County Registry of Deeds at Book ____, Page ____, and any amendments thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration or by these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meetings of the members shall be held in the month of September of each year on such day and at such time as the Board of Directors deem appropriate.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BK2009PG0333

BOARD OF DIRECTORS: NOMINATION, SELECTION and TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. The initial Board of Directors has been appointed by the Developer with terms effective at the first annual meeting, one (1) director for a term of three (3) years, one (1) director for a term of two (2) years, and one (1) director for a term of one (1) year. However, at such time as -sixty-six and two-thirds percent (66 2/3rds %) or more of the Home Lots in Shankhassick on Great Bay have been conveyed by the Developer, the initial Directors may resign effective as of the next annual meeting and their unexpired terms shall be filled by election at the next following annual meeting.

Upon expiration of the initial terms of the initial Board of Directors, the term of each elected Director's position on the Board shall run for three (3) years. The Directors of the Association shall be elected at the annual meeting of the Association to fill any term that is expiring in that year.

Section 3. Removal. Other than the initial Board of Directors, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Nomination of Directors. Nominations for directors shall be made at the time of the annual meeting.

Section 7. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Association Land and facilities thereon;

(b) suspend the voting rights and right to use of the recreational facilities (if any) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in default of any of the rules and regulations of the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties;

(f) determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Article V of the Declaration; and

(g) to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges, including those reserved to Developer in the Declaration.

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The Developer shall have all powers of the Board of Directors until such time as 66 and 2/3 percent of the home lots are sold.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) file a notice of lien and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Association Land to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SHANKHASSICK SHOREFRONT ASSOCIATION, INC.

ARTICLE XI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

INDEMNIFICATION

Section 1. The officers and the members of the Board of Directors of the Association shall not be liable to any owner for any act or omission committed by them in the course of performance of their duties as officers or directors of the Association, unless such act or omission constitutes bad faith, gross negligence or willful misconduct or is in willful contravention of the Declaration. The members shall indemnify and hold harmless each officer and each member of the Board of the Association against any and all liabilities incurred by them in the course of

performance of their duties as officers or directors of the Association, provided the same are not the result of bad faith, gross negligence, willful misconduct or conduct contrary to the provisions of the Declaration.

Section 2. No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortious conduct against the person or property of another.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC. a New Hampshire corporation, and,

THAT the foregoing By-Laws constitute the amendments to the original By-Laws of said Association as recorded at the Strafford County Registry of Deeds at Book 1803, Page 353, and that the same were duly adopted by a two-thirds vote of the membership at a special meeting held on _____, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association

Secretary

BK2009PG0339

performance of their duties as officers or directors of the Association, provided the same are not the result of bad faith, gross negligence, willful misconduct or conduct contrary to the provisions of the Declaration.

Section 2. No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortious conduct against the person or property of another.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

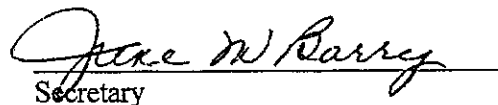
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of THE SHANKHASSICK SHOREFRONT ASSOCIATION, INC. a New Hampshire corporation, and,

THAT the foregoing By-Laws constitute the amendments to the original By-Laws of said Association as recorded at the Strafford County Registry of Deeds at Book 1803, Page 353, and that the same were duly adopted by a two-thirds vote of the membership at a special meeting held on May 27, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association


Secretary

BK2009PG0340

RULES AND REGULATIONS GOVERNING THE USE OF THE SHANKHASSICK SHOREFRONT FACILITY

The Shankhassick Shorefront Facility Community Association shall be made up of those owners of lots 1-9 in the Wilcox Farm Subdivision of record at the Strafford County Registry of Deeds, and Lots A, B, and C and lot 6 in the Wooden Nutmeg Farm Subdivision of record at the Strafford County Registry of Deeds, and New Lot 4, also of record in said Strafford County Registry of Deeds.

The intended purpose of the Shankhassick Shorefront Facility is to allow its members the privilege of owning and sharing in the use and enjoyment of the Great Bay waterfront in a neat, orderly, quiet manner respectful of the natural resources and environmental quality of said property; and to create no nuisance to the existing residents within the neighborhood.

THE SHANKHASSICK SHOREFRONT FACILITY SHALL BE MADE UP OF THE FOLLOWING AMENITIES:

1. THE SCREENHOUSE AND DECK:

The screenhouse and deck shall be used in common by the members of the Association in a manner not to disturb the use by other members or neighbors. Said screenhouse (lodge) and deck will be used for the peaceful enjoyment and viewing of Great Bay and as a meeting place and picnic area for members of the Shankhassick Shorefront Facility Community Association.

Planned gatherings of any sort to be held at the screenhouse and deck by association members must first receive prior written authorization from a majority of the Board of Directors of the Association.

2. THE PIER AND ATTACHED FLOAT:

A pier and docking facility should be constructed for up to 18 boats.

Said pier and attached float shall be used by the members in a manner not to disturb the use by other members or neighbors.

The existing boat launch area will be restricted to use for hand launching of boats such as canoes, inflatables and small row boats. No boat trailers or other vehicles are allowed access to said launch area except for those necessary to facilitate putting the dock in each spring and removing same each fall, and for emergency vehicles.

Boats may not be stored at any time of the year along the shoreland of or on Easement Area A-1 of Lot 4.

The pier and attached float, and the boats tied thereto may NOT be used for residential or overnight habitation.

3. COMMON DRIVEWAY, SIX PARKING SPACES, AND LOADING ZONE:

Members of the association shall be granted a driveway easement over "New Lot 4" for access to Easement Area A-1, and an easement for six parking spaces to be used by the members and guests of the Association. The Loading zone as shown on the site plan is an existing area within Easement Area A-1 and shall be used for temporary parking while loading and unloading to the screenhouse and/or pier and attached float.

4. GENERAL:

BK 2009 PG 0341

The Association shall govern the use and proper maintenance, repair and replacement of all structures, signs, driveways, parking and loading areas, boat ramp, walking paths or portions thereof as necessary.

No snow machines or all-terrain vehicles may be driven within said Lot 4.

All pets shall be leashed or otherwise suitably restrained when accompanying a member or guest on said site.

Trash, garbage, or other waste materials shall not be stored on site but shall be removed from the site daily by individuals using said facility.

Structures and grounds on said Easement Area A-1 shall be kept and maintained in an orderly manner with no accumulation of rubbish or debris on the premises at any time.

The Association shall govern the lighting of parking areas, loading areas, screenhouse, and pier so as to prevent accidents or mishaps on site. Said lighting shall be directed toward the ground so as to not illuminate the night skies. All area lighting shall be directed by hand held mechanisms (each member of the association will have a control) and will use on an as needed basis to prevent unnecessary lighting on site.

Members and guests must comply with the terms and conditions of the Town of Durham noise ordinance as follows:

- a. No amplified music is allowed from 11:00 p.m. to 7:00 a.m.
- b. Daytime decibel meter readings (7:00 a.m. through 11:00 p.m.) shall not exceed 68.
- c. Nighttime decibel meter readings (11:00 p.m. through 7:00 a.m.) shall not exceed 58.
- d. Loud and offensive voices (screaming and yelling) while not regulated under the noise ordinance are subject to disorderly conduct charges and have no time of day/night restriction.

The members of the Association shall have the responsibility of approving the annual budget, establishing and collecting the annual assessments and rents, and any other functions which may be required of it. Except as otherwise provided, decisions and resolutions of the Association will require approval by a majority of its owners.

The Board of Directors shall have the right to suspend a member's right to use the facility for lack of payment of assessments or violation of the provisions with respect to the use of same as set forth herein, or to be adopted at a later date. First violation shall be subject to a two-week suspension of use of the facility, the second violation would be subject to a thirty day suspension, a third violation - a six month suspension and a fourth violation would be subject to indefinite suspension with board hearing for user to show just cause why the board should reinstate right to use the facility.

The Association shall be responsible to set such additional rules and regulations with respect to use of said facility as to protect and preserve the facility and to assure its enjoyable use by all those entitled to use same.

As amended by the Town of Durham Planning Board
June 17, 1992

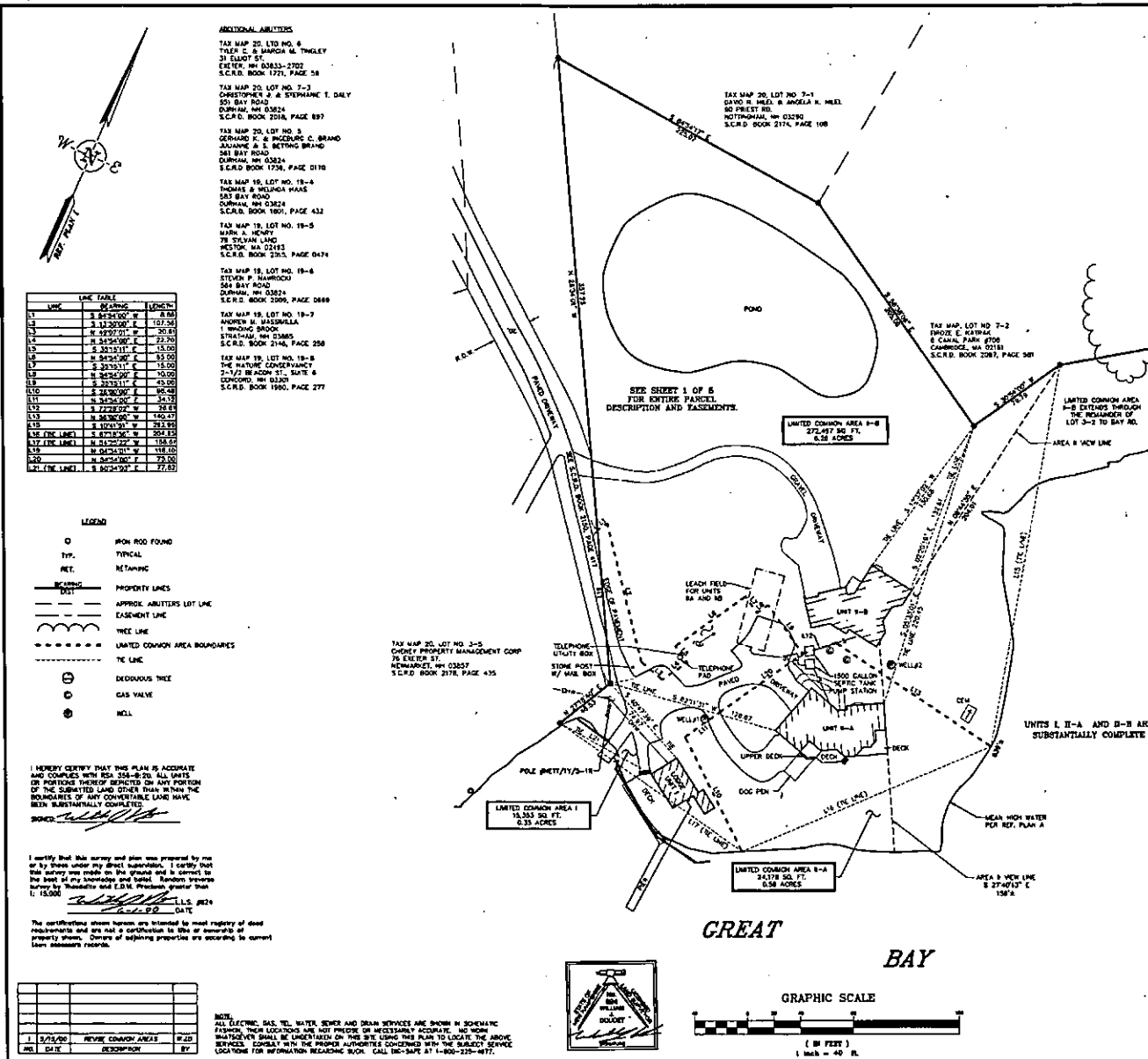
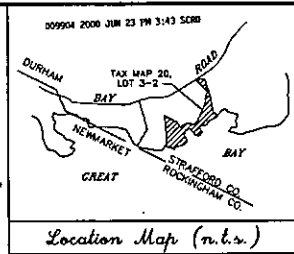
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009904

2000 JUN 23 PM 3:43
REGISTER OF DEEDS
STAFFORD COUNTY

APPROVED DATE 6-7-00
DURHAM, N.H.
PLANNING BOARD
Alex Abey-Chair

THE SUBDIVISION REGULATIONS OF THE TOWN OF DURHAM ARE A PART OF THIS PLAN AND APPROVAL OF THIS PLAN IS CONSIDERED TO BE CONSIDERATION OF THE REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, INCLUDING ONLY REVISIONS MADE IN WRITING BY THE BOARD AND ATTACHED HEREIN.



- NOTES:
1. REFERENCE: TAX MAP 20 LOT 3-2 (31,231 SQ. FT. OR 7.16 ACRES)
 2. TOWN OF DURHAM - CHARTER
 3. OWNERS OF RECORD: DOWNEY-ENGLAND LIMITED PARTNERSHIP, 18 ESTATE STREET, NEWHAMPTON, NH 03857, S.C.R.D. BOOK 194A, PAGE 340
 4. THE PARCEL IS SUBJECT TO LOCAL ZONING, APPLICABLE STATE REGULATIONS, FEDERAL REGULATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD. SEE S.C.R.D. BOOK 209A, PAGE 77; BOOK 209B, PAGE 40; BOOK 210C, PAGE 125.
 5. THE PARCEL IS SUBJECT TO:
A. DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF SHAWMUTSHORE ON GREAT BAY AND ANY ADJACENT PARCELS. S.C.R.D. BOOK 209B, PAGE 299.
B. DECLARATION BY THE WOODEN NUTMEG FARM CONDOMINIUM TO BE RECORDED.
C. ANY COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.
 6. FIELD SURVEY PERFORMED BY R.L.L. & C.S. ON 1/20/00 USING A SOBEK SET UP TOTAL STATION, A SOBEK SERIES DATA COLLECTOR AND A SOBEK 801 AUTO LEVEL. TRAVERSE ADJUSTMENT BASED ON LEAST SQUARES ANALYSIS.
 7. AS NOTED LOCATION OF SEPTIC SYSTEM AS SHOWN ON REF. PLAN B, APPROVAL SUBJECT.
 8. SEE SHEETS 2 THROUGH 9 FOR CONDOMINIUM FLOOR PLANS.
 9. LOT 8 OF SHAWMUTSHORE CONSISTS OF A SINGLE PARCEL OF LAND CONTAINING 7.16 ACRES OF WHICH ARE LOCATED 3 STRUCTURES, TWO OF WHICH ARE SHED-LIKE HOUSES THAT ARE PRESENTLY RENTED AND ONE OF WHICH IS THE LODGE FOR THE SHAWMUTSHORE SHOOTING ASSOCIATION, INC., A NON-PROFIT ASSOCIATION. THE TWO SHED-LIKE HOUSES, TOGETHER WITH THE WELLS AND SEPTIC SYSTEMS SERVING THEM, WERE CONSTRUCTED AND PLACED INTO OPERATION AND ARE CURRENTLY OCCUPIED WITH FULL PERMITTING THROUGH THE CODE ENFORCEMENT OFFICE OF THE TOWN OF DURHAM. THE LAYOUT OF THE STRUCTURES WAS REVIEWED WITH THE PLANNING BOARD AND/OR THE CODE ENFORCEMENT OFFICER PRIOR TO CONSTRUCTION. THE LOTS AND ACRES HAVE BEEN LAYED OUT AND BOUNDARIES AS A SINGLE UNIT, ALTHOUGH THE BOUNDARIES ARE SEPARATELY VALUED. THIS PLAN SUPERSEDES PLAN ENTITLED "SHAWMUTSHORE ON GREAT BAY" DEVELOPMENT BY DOWNEY-ENGLAND LIMITED PARTNERSHIP, BAY ROAD, DURHAM, N.H. "PLAN" DATED JUNE 14, 1998 BY DOUCET SURVEY, INC. S.C.R.D. PLAN 98-048.

CONDOMINIUM SUBDIVISION SITE PLAN
OF
WOODEN NUTMEG CONDOMINIUM
BAY ROAD
DURHAM, NEW HAMPSHIRE

BY: R.P.	D.E.F.	DATE: MARCH 10, 2000
CHIEF: R.P.	W.J.D.	CHIEF: R.P.
DATE: 1060	DATE: 2	DATE: 5



ADDITIONAL ABILITIES

TAX MAP 20, LOT NO. 3-1
TAXER: C. & MARGA M. TINGLEY
31 ELLIOT ST.
DURHAM, NH 03824-2702
S.C.R.D. BOOK 1771, PAGE 58

TAX MAP 20, LOT NO. 3-2
CHRISTOPHER J. & STEPHANIE T. DALY
551 BAY ROAD
DURHAM, NH 03824
S.C.R.D. BOOK 209A, PAGE 187

TAX MAP 20, LOT NO. 3-3
GERHARD K. & MICHAEL C. BRAND
JULIANNE & BETTING BRAND
581 BAY ROAD
DURHAM, NH 03824
S.C.R.D. BOOK 1728, PAGE 0170

TAX MAP 19, LOT NO. 19-4
THOMAS & WILSON HARRIS
583 BAY ROAD
DURHAM, NH 03824
S.C.R.D. BOOK 1801, PAGE 432

TAX MAP 19, LOT NO. 19-5
MARTIN A. HENRY
78 SYLVAN LANE
MELROSE, NH 03051
S.C.R.D. BOOK 2105, PAGE 0474

TAX MAP 19, LOT NO. 19-6
STEVEN P. BARBOUR
584 BAY ROAD
DURHAM, NH 03824
S.C.R.D. BOOK 209B, PAGE 0689

TAX MAP 19, LOT NO. 19-7
ANDREW M. BASSONELLA
1 WINDING BROOK
STRATFORD, NH 03305
S.C.R.D. BOOK 2148, PAGE 258

TAX MAP 19, LOT NO. 19-8
THE NATURE CONSERVANCY
2-1/2 BRADON ST., SUITE 6
LEICESTER, NH 03302
S.C.R.D. BOOK 1980, PAGE 277

LINE	LENGTH	REMARKS
1	8.8754100'	8.88
2	8.3320000'	8.33
3	8.9270711'	8.93
4	8.5154500'	8.52
5	8.5013111'	8.50
6	8.5454500'	8.55
7	8.3093111'	8.31
8	8.5454500'	8.55
9	8.3093111'	8.31
10	8.5454500'	8.55
11	8.3093111'	8.31
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41	8.3093111'	8.31
42	8.5454500'	8.55
43	8.3093111'	8.31
44	8.5454500'	8.55
45	8.3093111'	8.31
46	8.5454500'	8.55
47	8.3093111'	8.31
48	8.5454500'	8.55
49	8.3093111'	8.31
50	8.5454500'	8.55
51	8.3093111'	8.31
52	8.5454500'	8.55
53	8.3093111'	8.31
54	8.5454500'	8.55
55	8.3093111'	8.31
56	8.5454500'	8.55
57	8.3093111'	8.31
58	8.5454500'	8.55
59	8.3093111'	8.31
60	8.5454500'	8.55
61	8.3093111'	8.31
62	8.5454500'	8.55
63	8.3093111'	8.31
64	8.5454500'	8.55
65	8.3093111'	8.31
66	8.5454500'	8.55
67	8.3093111'	8.31
68	8.5454500'	8.55
69	8.3093111'	8.31
70	8.5454500'	8.55
71	8.3093111'	8.31
72	8.5454500'	8.55
73	8.3093111'	8.31
74	8.5454500'	8.55
75	8.3093111'	8.31
76	8.5454500'	8.55
77	8.3093111'	8.31
78	8.5454500'	8.55
79	8.3093111'	8.31
80	8.5454500'	8.55
81	8.3093111'	8.31
82	8.5454500'	8.55
83	8.3093111'	8.31
84	8.5454500'	8.55
85	8.3093111'	8.31
86	8.5454500'	8.55
87	8.3093111'	8.31
88	8.5454500'	8.55
89	8.3093111'	8.31
90	8.5454500'	8.55
91	8.3093111'	8.31
92	8.5454500'	8.55
93	8.3093111'	8.31
94	8.5454500'	8.55
95	8.3093111'	8.31
96	8.5454500'	8.55
97	8.3093111'	8.31
98	8.5454500'	8.55
99	8.3093111'	8.31
100	8.5454500'	8.55

LEGEND

IRON ROD FOUND

TYPICAL

RETAINING

PROPERTY LINE

APPROXIMATE LOT LINE

EASEMENT LINE

THREE LINE

UNITED COMMON AREA BOUNDARIES

TIE LINE

DETERMINED TREE

GAS VALVE

WELL

I HEREBY CERTIFY THAT THIS PLAN IS ACCURATE AND COMPLETES WITH RES. 05-05-00. ALL UNITS OR PORTIONS THEREOF BENTON ON ANY PORTION OF THE SUBMITTED LAND OTHER THAN WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND HAVE BEEN SUBSTANTIALLY COMPLETED.

DOUCET SURVEY, INC.

DATE: 6-7-00

I certify that this survey and plan was prepared by me or by those under my direct supervision. I certify that the survey was made on the ground and is correct to the best of my knowledge and belief. Random traverse survey by theodolite and EDM. Precision greater than 1:15,000.

DOUCET SURVEY, INC.

DATE: 6-7-00

The certifications above herein are intended to meet registry of deed requirements and are not a certification to the accuracy of the property shown. Changes of adjoining properties are according to current town assessment records.

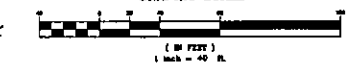
DOUCET SURVEY, INC.

DATE: 6-7-00

NO.	DATE	REVISION	BY
1	5/15/00	REVISE COMMON AREAS	R.P.

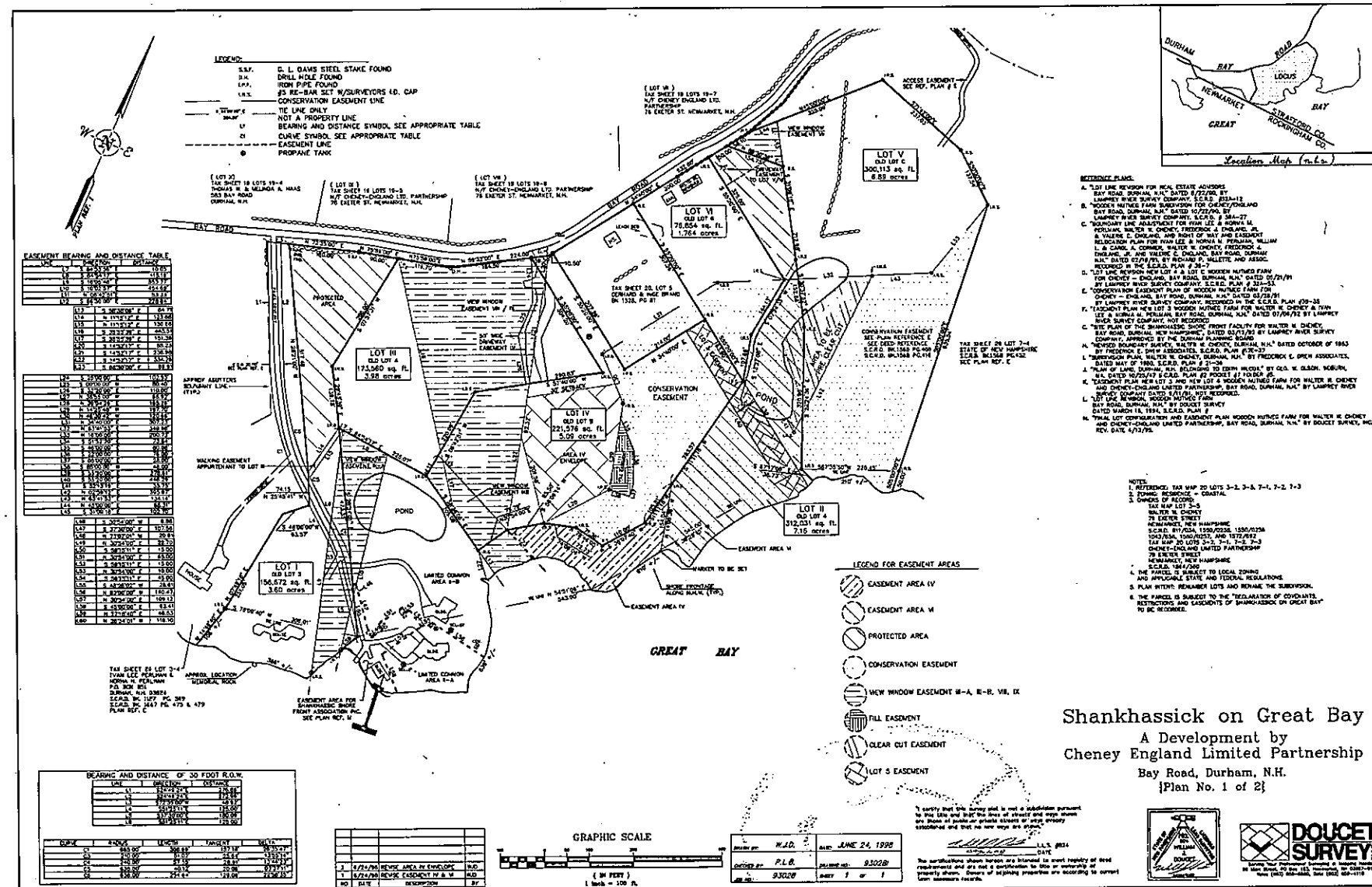
NOTES:

ALL ELECTRIC, GAS, TEL. WATER, SEWER AND DRAIN SERVICES ARE SHOWN IN SCHEMATIC. LOCATIONS SHALL BE UNDERGROUNDED ON THIS SITE USING THIS PLAN TO LOCATE THE ABOVE SERVICES. CONSULT WITH THE PROPER AUTHORITIES CONCERNING THE SUBJECT SERVICE LOCATIONS FOR INFORMATION REGARDING SUCH. CALL 800-SAFE AT 1-800-232-6677.

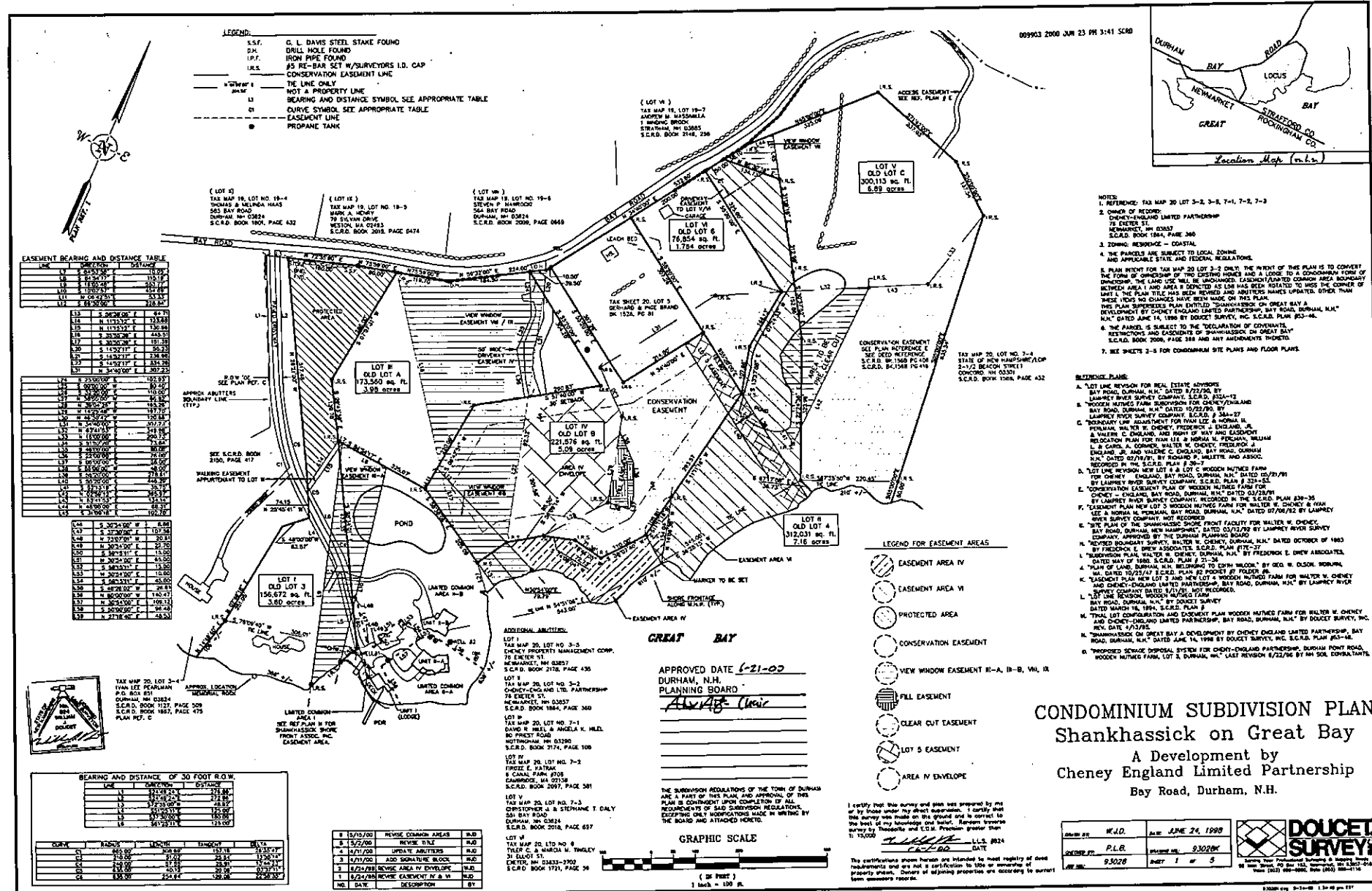


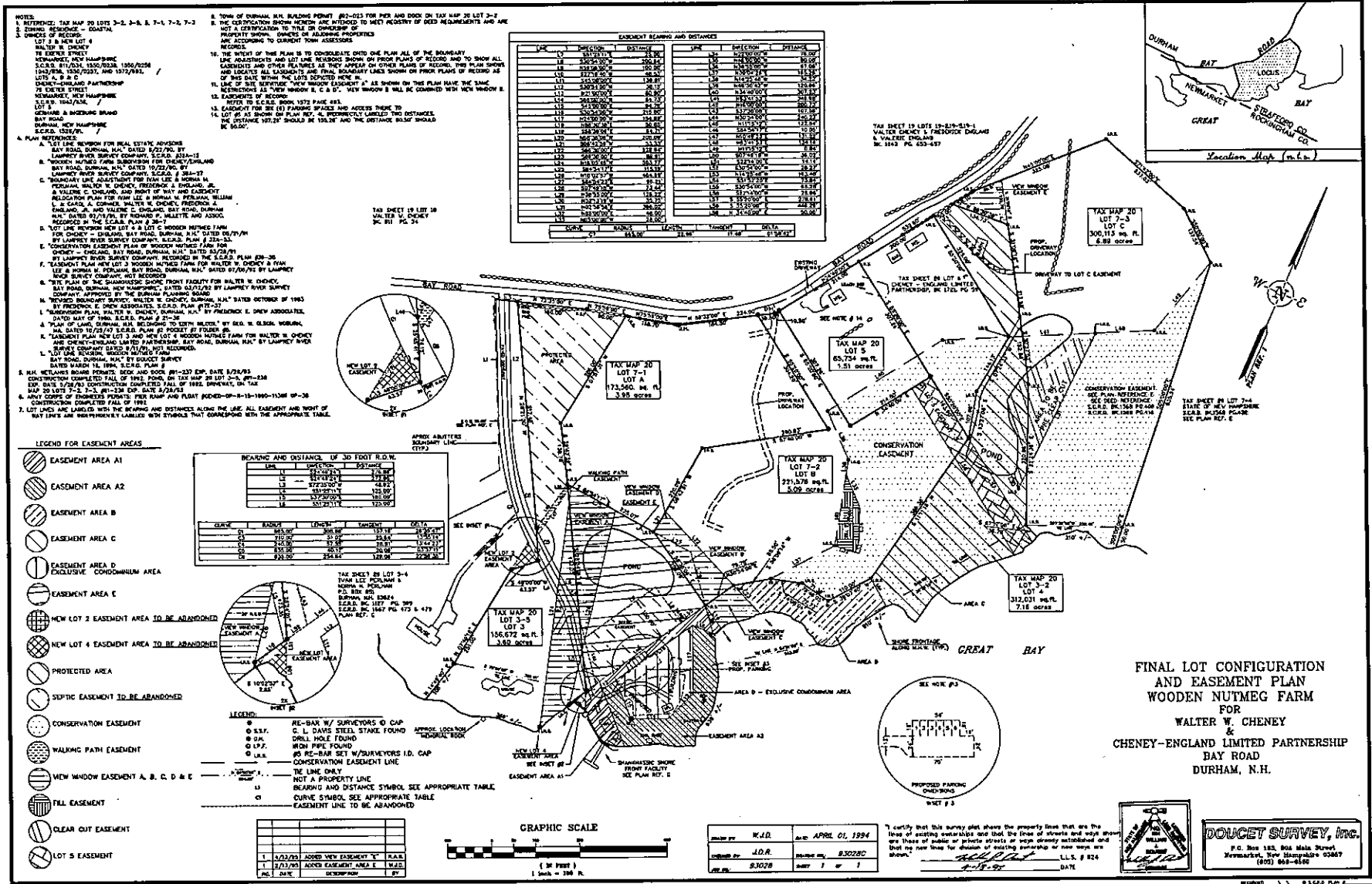
PLAN 58-04

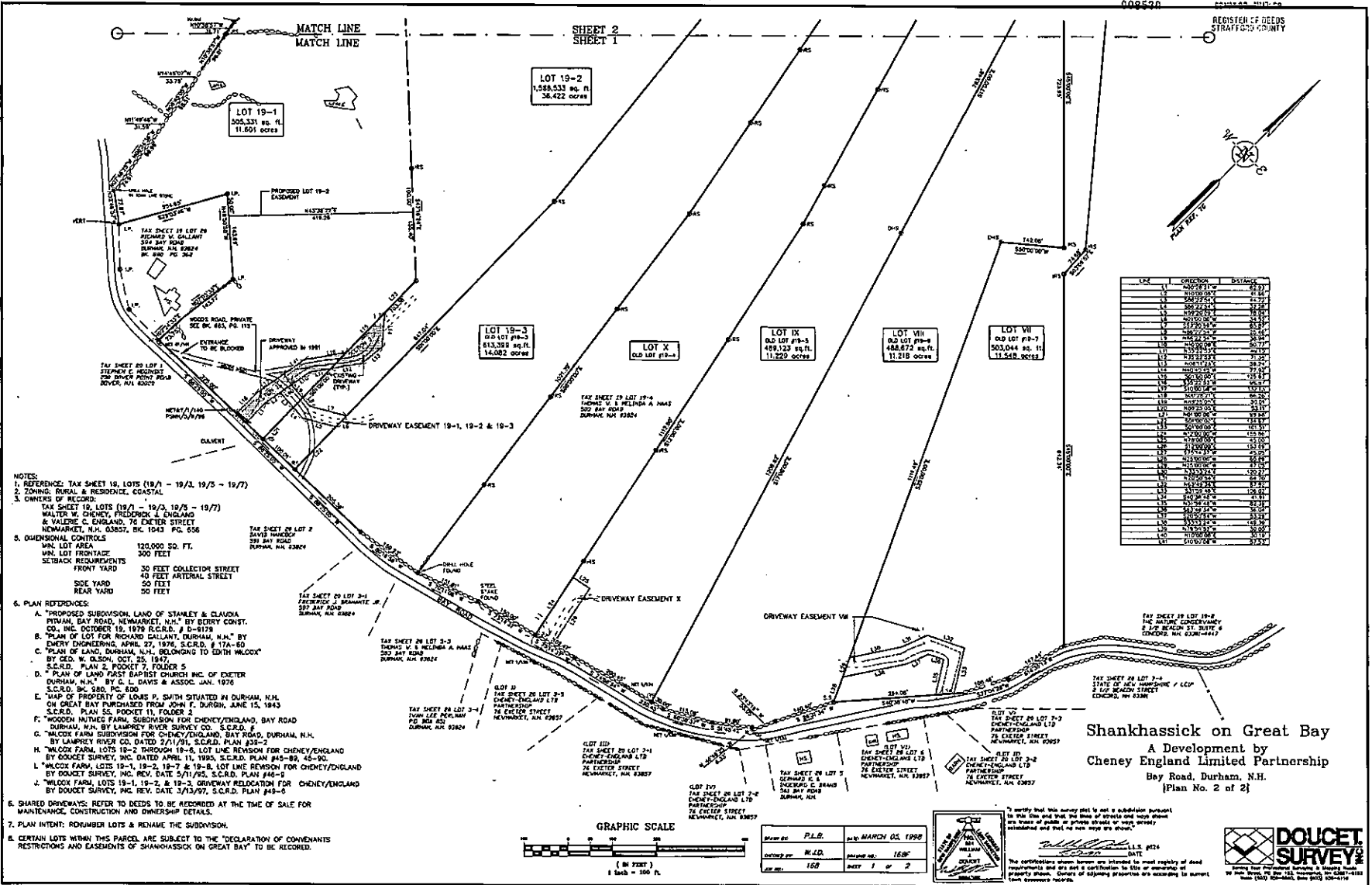
012174

98 JUL 17 PM 1:05
REGISTERED DEEDS
STRAFFORD COUNTY

009903

JUN 23 PM 3:41
REGISTER OF DEEDS
STAFFORD COUNTY





NOTES:
1. REFERENCE: TAX SHEET 19, LOTS 19-1 - 19-2, 19-5 - 19-7
2. ZONING: RURAL & RESIDENCE, COASTAL
3. OWNERS OF RECORD:
TAX SHEET 19, LOTS 19-1 - 19-2, 19-5 - 19-7
WALTER W. CHENEY, FREDERICK J. ENGLAND
& VALERIE C. ENGLAND, 76 EXETER STREET
NEWMARKET, N.H. 03857, BK. 1043 PG. 656
4. DIMENSIONAL CONTROLS
MIN. LOT AREA 120,000 SQ. FT.
MIN. LOT FRONTAGE 300 FEET
SETBACK REQUIREMENTS
FRONT YARD 30 FEET COLLECTION STREET
40 FEET ARTERIAL STREET
SIDE YARD 30 FEET
REAR YARD 50 FEET
5. PLAN REFERENCES:
A. "PROPOSED SUBDIVISION, LAND OF STANLEY & CLAUDIA
PTMAM, BAY ROAD, NEWMARKET, N.H." BY BERRY CONVEY.
CO., INC. OCTOBER 19, 1978 R.C.R.D. # D-8178
B. "PLAN OF LOT FOR RICHARD GALLANT, DURHAM, N.H." BY
CHENEY ENGINEERING, APRIL 27, 1976, S.C.R.D. # 174-60
C. "PLAN OF LAND, DURHAM, N.H., BELONGING TO EDITH WLOOCK"
BY GEO. W. ELSON, OCT. 25, 1947
S.C.R.D. # PLAN 2, FOLDER 5
D. "PLAN OF LAND FIRST BAPTIST CHURCH INC. OF EXETER
DURHAM, N.H." BY G. L. DAVIS & ASSOC. JAN. 1976
S.C.R.D. BK. 988 PG. 600
E. "MAP OF PROPERTY OF LOUIS P. SMITH SITUATED IN DURHAM, N.H.
ON GREAT BAY PURCHASED FROM JOHN F. DURGIN, JUNE 15, 1943
S.C.R.D. # PLAN 55, FOLDER 11, FOLDER 2
F. "WOODEN INTIMES FARM, SUBDIVISION FOR CHENEY/ENGLAND, BAY ROAD
DURHAM, N.H. BY LAMPREY RIVER SURVEY CO., S.C.R.D. #
G. "WLOOCK FARM SUBDIVISION FOR CHENEY/ENGLAND, BAY ROAD
BY LAMPREY RIVER CO. DATED 2/11/91, S.C.R.D. # PLAN 238-2
H. "WLOOCK FARM, LOTS 19-2 THROUGH 19-4, LOT LINE REVISION FOR CHENEY/ENGLAND
BY DOUCET SURVEY, INC. DATED APRIL 11, 1993, S.C.R.D. # PLAN 245-89, 45-90.
I. "WLOOCK FARM, LOTS 19-1, 19-2, 19-7 & 19-8, LOT LINE REVISION FOR CHENEY/ENGLAND
BY DOUCET SURVEY, INC. REV. DATE 3/11/95, S.C.R.D. # PLAN 245-5
J. "WLOOCK FARM, LOTS 19-1, 19-2, & 19-3, DRIVEWAY RELOCATION FOR CHENEY/ENGLAND
BY DOUCET SURVEY, INC. REV. DATE 3/13/97, S.C.R.D. # PLAN 245-6
6. SHARED DRIVEWAYS: REFER TO DEEDS TO BE RECORDED AT THE TIME OF SALE FOR
MAINTENANCE, CONSTRUCTION AND OWNERSHIP DETAILS.
7. PLAN INTENT: RENAMING LOTS & RENAMING THE SUBDIVISION.
8. CERTAIN LOTS WITHIN THIS PARCEL ARE SUBJECT TO THE "DECLARATION OF CONVEYANCES
RESTRICTIONS AND EASEMENTS OF SHANKHASSICK ON GREAT BAY" TO BE RECORDED.

LOT	CORRECTION	DISTANCE
19-1	11.601 ACRES	11.601
19-2	36.422 ACRES	36.422
19-3	14.082 ACRES	14.082
19-4	11.229 ACRES	11.229
19-5	11.218 ACRES	11.218
19-6	11.548 ACRES	11.548
19-7	11.548 ACRES	11.548
19-8	11.548 ACRES	11.548
19-9	11.548 ACRES	11.548
19-10	11.548 ACRES	11.548
19-11	11.548 ACRES	11.548
19-12	11.548 ACRES	11.548
19-13	11.548 ACRES	11.548
19-14	11.548 ACRES	11.548
19-15	11.548 ACRES	11.548
19-16	11.548 ACRES	11.548
19-17	11.548 ACRES	11.548
19-18	11.548 ACRES	11.548
19-19	11.548 ACRES	11.548
19-20	11.548 ACRES	11.548
19-21	11.548 ACRES	11.548
19-22	11.548 ACRES	11.548
19-23	11.548 ACRES	11.548
19-24	11.548 ACRES	11.548
19-25	11.548 ACRES	11.548
19-26	11.548 ACRES	11.548
19-27	11.548 ACRES	11.548
19-28	11.548 ACRES	11.548
19-29	11.548 ACRES	11.548
19-30	11.548 ACRES	11.548
19-31	11.548 ACRES	11.548
19-32	11.548 ACRES	11.548
19-33	11.548 ACRES	11.548
19-34	11.548 ACRES	11.548
19-35	11.548 ACRES	11.548
19-36	11.548 ACRES	11.548
19-37	11.548 ACRES	11.548
19-38	11.548 ACRES	11.548
19-39	11.548 ACRES	11.548
19-40	11.548 ACRES	11.548
19-41	11.548 ACRES	11.548
19-42	11.548 ACRES	11.548
19-43	11.548 ACRES	11.548
19-44	11.548 ACRES	11.548
19-45	11.548 ACRES	11.548
19-46	11.548 ACRES	11.548
19-47	11.548 ACRES	11.548
19-48	11.548 ACRES	11.548
19-49	11.548 ACRES	11.548
19-50	11.548 ACRES	11.548
19-51	11.548 ACRES	11.548
19-52	11.548 ACRES	11.548
19-53	11.548 ACRES	11.548
19-54	11.548 ACRES	11.548
19-55	11.548 ACRES	11.548
19-56	11.548 ACRES	11.548
19-57	11.548 ACRES	11.548
19-58	11.548 ACRES	11.548
19-59	11.548 ACRES	11.548
19-60	11.548 ACRES	11.548
19-61	11.548 ACRES	11.548
19-62	11.548 ACRES	11.548
19-63	11.548 ACRES	11.548
19-64	11.548 ACRES	11.548
19-65	11.548 ACRES	11.548
19-66	11.548 ACRES	11.548
19-67	11.548 ACRES	11.548
19-68	11.548 ACRES	11.548
19-69	11.548 ACRES	11.548
19-70	11.548 ACRES	11.548
19-71	11.548 ACRES	11.548
19-72	11.548 ACRES	11.548
19-73	11.548 ACRES	11.548
19-74	11.548 ACRES	11.548
19-75	11.548 ACRES	11.548
19-76	11.548 ACRES	11.548
19-77	11.548 ACRES	11.548
19-78	11.548 ACRES	11.548
19-79	11.548 ACRES	11.548
19-80	11.548 ACRES	11.548
19-81	11.548 ACRES	11.548
19-82	11.548 ACRES	11.548
19-83	11.548 ACRES	11.548
19-84	11.548 ACRES	11.548
19-85	11.548 ACRES	11.548
19-86	11.548 ACRES	11.548
19-87	11.548 ACRES	11.548
19-88	11.548 ACRES	11.548
19-89	11.548 ACRES	11.548
19-90	11.548 ACRES	11.548
19-91	11.548 ACRES	11.548
19-92	11.548 ACRES	11.548
19-93	11.548 ACRES	11.548
19-94	11.548 ACRES	11.548
19-95	11.548 ACRES	11.548
19-96	11.548 ACRES	11.548
19-97	11.548 ACRES	11.548
19-98	11.548 ACRES	11.548
19-99	11.548 ACRES	11.548
19-100	11.548 ACRES	11.548

DOUCET SURVEY, INC.
1000 ROUTE 101, SUITE 101
NEWMARKET, N.H. 03857
(603) 888-1111
FAX (603) 888-1112

