

DECLARATION OF CONDOMINIUM
FOR
MISTY HARBOR OF WINNIPESAUKEE RESORT MOTEL,
A CONDOMINIUM

Oceanvest, Inc., a corporation duly organized and existing under the laws of the State of Maine with a mailing address of Box 757, Wells, ME 04090 and duly authorized to transact business in the State of New Hampshire, hereinafter called the “Declarant”, hereby *declares*:

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

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

(a) “By—Laws” means the By—Laws of the Unit Owners’ Association set out in Exhibit B to this Declaration attached hereto as a part hereof, as they may be amended from time to time.

(b) “Condominium Act” means New Hampshire Revised Statutes Annotated Chapter 356—B, as amended from time to time (hereafter called “The Act”).

(c) “Eligible Mortgage Holder” means a holder of a first mortgage on a Unit who has requested notice of certain matters as provided in Article X, Paragraph 2 of the By-Laws.

(d) “Eligible Insurer of Guarantor” means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters as provided in Article X, Paragraph 2 of the By—Laws.

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

(f) “Owner” or “Unit Owner” means any person who owns a condominium Unit. No mortgagee shall be deemed to be an Owner or Unit Owner merely because of rights acquired under a mortgage.

(g) “Property” means the Land and all improvements now or hereafter constructed thereon.

(h) “Site Plan and Floor Plans” or “Plans” means the plans of the Property described herein and recorded herewith or to be subsequently recorded.

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

(a) Name: This Condominium shall be known as “Misty Harbor of Winnepesaukee Resort Motel, A Condominium.

(b) Location: The Condominium is located on the westerly side of Route 11-B in the Town of Gilford, Belknap County, State of New Hampshire.

(c) Description of Land: Exhibit A contains a legal description by metes and bounds of the Land submitted to the Condominium Act.

(d) Description of units:

(i) Buildings. The condominium includes three (3) motel buildings containing 57 motel units, an office space with manager’s quarters, a swimming pool with accessory space, a laundry room, a utility room, and a meeting room.

(ii) Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other Individual Units. The unit number of each Unit and a statement of its location dimensions, and the immediate common area to which it has access and all other data necessary for its proper identification are set forth in the Site Plan and Floor Plans to be recorded herewith.

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

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

Upper Boundary: The finished interior surface of the drywall of the uppermost ceiling or the innermost surface of the roof beams in areas where no ceilings exist.

Lower Boundary The unfinished interior surface of the concrete slab floor.

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

Each Unit includes the portion of the building within the above boundaries and the space enclosed by the boundaries, except any Common Area described in Paragraph 3 (e) below which may be located therein. The finished interior of the floors, perimeter walls and ceilings of a Unit consisting of, without limitation, all paint, paneling, wallpaper, rough flooring, finished flooring, carpeting, tiles, and any other materials constituting any part of the finishing materials and finished surfaces thereof are a part of each Unit. The Owner of a Unit owns the interior walls and partitions which are contained in his Unit, and window and door glass, the entrance doors and windows frames (to the unfinished exterior surfaces thereof), and the metal housings for air conditioning units. The Owner of a unit does not own any pipes, wires, cables, chutes, flues, conduits, utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through that Unit which are utilized for or serve more than one Unit or serve any portion of the Common Area, or Limited Common Area and such items are a part of the Common Area. The Unit does not include any deck, outside steps, bulkhead, garage, walkways or driveways which shall be Limited Common Areas.

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

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

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

the water supply, sewerage disposal, electrical, gas, cable television, and telephone systems serving the Condominium to the extent such systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained within, and serving, only a single Unit, which portions shall be a part of the Unit);

the roofs, foundations, columns and supports of the buildings: the perimeter walls, ceilings and floors of each Unit to the interior surfaces thereof; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housing and other facilities for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located; and

the swimming pool and deck area, managers office and managers quarters, and all other parts of the condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use.

(ii) Limited Common Areas. Certain areas are delineated on the Plans as Limited Common Area or are hereafter designated as Limited Common, each such area being reserved for the exclusive use of the Unit to which it is adjacent or assigned.

Any Limited Common Area not specifically designated with a Unit Number on the Plans is Limited Common Area to the Unit to which it is contiguous. Each Limited Common Area is owned in common by the Owners, but it is restricted to the use and benefit of the Unit which it serves. Limited Common Area may not be reassigned.

(f) Additional Assignment of Common Area ~ Limited Common Area. No Common Area not within Convertible Lands will subsequently be assigned as Limited Common Area.

(g) Allocation of Undivided Interests. Each Unit is allocated an equal undivided 1/57 interest in the Common Area as stated in Exhibit C. Each unit owner shall assume and be obligated for annual real estate taxes assessed by the Town of Gilford on said fee simple condominium ownership as well as the interest of each unit in the common area.

(h) A Statement of the Purposes for Which the Condominium and Each of the Units are Intended and Restricted as to Use.

(i) The condominium and each of the units are intended for motel occupancy. Use of a Unit as a year round dwelling is prohibited. Use of a unit for residential use is expressly prohibited. Motel occupancy means that the units shall be designed and used primarily for the accommodation of travelers (hotel, tourist cottage, etc.). Units may not be rented to the same tenant, or occupied by owners or guests, for periods of greater than two weeks consecutively during the period from September 1 to June 1 of any year.

The declarant grants an easement to the Planning Board of the Town of Gilford that, in the event the units are converted to residential use, the density requirements applying to residential use shall apply.

This subsection (i) shall not be amended without the written consent of the Town of Gilford Planning Board.

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

Common Area includes Limited Common Areas and all Unit Owners own an individual interest in the Common and Limited Common Areas, although Limited Common Areas are reserved for the exclusive use of Owners of Unit to which such Limited Common Areas are assigned.

(ii) Easement to Facilitate Completion and Sales. The Declarant as the Owner of all Units which have not been sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of any construction and such sale, including without limiting the generality of the foregoing, the right to enter all units and Common Area for repairing and remodeling purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property and the displaying of signs. In addition, the Declarant and its duly authorized agents, representatives and employees shall have the right to use any and all unsold Unit or Units as sales offices and/or model Units. Such Units shall be Units within the meaning of this Declaration and Condominium Act and not parts of the Common Area. The Declarant shall have the absolute right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for

use by the Declarant as model Units and/or sales offices.

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

(iv) Pipes, Ducts- Cables, Wires, Conduits, Public Utility Lines and other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area serving such other Units or the Common Area and located in such Unit. The Board of Directors shall have a right of access to each unit to inspect the same, to correct violations of the Rules or By—Laws and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(v) Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any rules and regulations adopted by the Board of directors, and decisions and resolutions of the Board of Directors or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors and the Condominium Unit Owners' Association shall be entitled to recover all reasonable costs and expenses of such actions including attorney's fees.

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

(vi) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area so long as such use is in accordance with this Declaration and By-Laws.

(vii) No Subdivision or Partition. No Unit may be divided or subdivided into a smaller unit; no Unit or portion thereof shall be added to or incorporated into another Unit. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any actions for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act and the provisions hereof.

(viii) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the condominium and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the condominium which would increase the rate of insurance on the Common Area without prior written consent of the Board of Directors.

(i) Determination of Action following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty the proceeds of the master casualty policy shall, pursuant to Section 43, III, of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act and such vote is consented to by the first mortgagees as provided in Paragraph 7 hereof. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid, not to the Board of Directors, but to a national or State of New Hampshire chartered banking institution as trustee for the benefit of the Unit Owners Association, the Unit Owners or any mortgagees as their interests may appear. The procedure for reconstruction and repair is set forth in Article VII of the By-Laws.

4. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-seven percent (67%) of the percentage of common interest owned by all Unit Owners, cast in person or by proxy at a meeting held in accordance with the provisions of the By-Laws; provided, however, that (1) no such amendment shall be effective until evidence thereof has been duly recorded at said Belknap Registry of Deeds pursuant to Section 34, IV, of the Condominium Act, (ii) so long as the Declarant, its successors and/or assigns, owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition of such Unit(s) or Declarant's rights set forth in Paragraph 3 hereof and (iii) no such amendment shall be contrary to the provisions of the Condominium Act.

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

6. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the By-Laws or the rules, unless the mortgagees holding mortgages recorded at the Belknap County Registry of Deeds constituting first liens on the Units to which at least 75 percent of the undivided interest appertains have given their prior written approval, the Owners, the Unit Owners' Association and Board of Directors shall not be entitled to:

- (a) By act or omission to seek to abandon or terminate the Condominium;
- (b) Change the pro rata interest or obligations of any Unit (1) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) for determining the undivided percentage interest of each Unit in the Common Area;

- (c) Partition or subdivide any Unit;
- (d) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause).
- (e) Use hazard insurance proceeds for losses to any condominium property (whether to Units or common areas) for other than the repair, replacement or reconstruction of such condominium property.

The consent of fifty-one percent (51%) of the mortgagees is required to enact certain other amendments or modifications to this Declaration or the By-Laws as set forth in Article IX, Section 4 of the By—Laws to which reference is made.

7. Priority of First Mortgages. No provision of this Declaration, the By-Laws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees in the case of the distribution to Unit Owners of insurance proceeds of condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

8. Condemnation. The rights of Unit Owners in the event of a total or partial taking by eminent domain shall be governed by Section 6 of the Condominium Act. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Unit Owners' Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear in accordance with the provisions of said Section 6. The Unit Owners' Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for acquisition of the common areas or any part thereof and the Unit Owners' Association is hereby appointed Attorney-in-fact for each Unit Owner for such purpose.

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

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

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

12. Voting Rights. The Declarant may retain voting rights for any Unit that has not been sold by the time control of the Board and/or Association is transferred from the Declarant to the Association whichever is earlier pursuant to the provisions and terms thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by Karen B. Bean, Vice President and Duly Authorized Officer, this 19th day of November, 1987.

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thence turning and running northerly about one hundred and ninety-five feet (195') by land now or formerly of Dana H. Elliott to an iron pin driven in the ground on the southerly side of said driveway;

and thence turning and running easterly by said driveway about sixty feet to the point of beginning.

Being the same premises conveyed to Myramy S. Elliott as Myra May Stevens Elliott by

Joseph S. Sanders by deed dated August 26, 1902, and recorded in Belknap County Records, Book 109, Page 136 and this deed is subject to conditions in said deed and the rights of flowage of the Lake Cotton & Wollen Manufacturing Company.

Meaning, hereby, the same premises conveyed to William P. Goodman, by Myramay S. Elliott, by her deed dated April 2, 1920 and recorded in Belknap County Records, Book 156, Page 309.

Also a certain piece or parcel of land situate in Gilford in the County of Belknap and being located at which is commonly known as and called "Sanders Shore" on Lake Winnepesaukee, bounded and described as follows:

Commencing at an iron pin driven in the ground at the northwesterly corner of land conveyed by Joseph S. Sanders to Myra May Stevens Elliott by deed dated August 26, 1902, recorded in Belknap County Registry of Deeds, Book 109, Page 136;

thence running southeasterly sixty feet, more or less, on the northerly side of said land conveyed to Myra May Stevens Elliott to an iron pin driven in the ground;

thence running northeasterly on the course of the southeasterly side of the Myra May Stevens lot to the high—water mark on said Lake;

thence running northwesterly on the shore of said Lake sixty feet to land of Lawrence H. Peters and Erva C. Peters;

thence running southwesterly on the course of the northwesterly side of said Myra May Stevens Elliott lot to the point of beginning.

Meaning and intending hereby to convey to the grantees a strip of land reserved by Joseph S. Sanders in front of the lot deeded by him to Myra May Stevens Elliott in the deed above referred to, and being a part of the premises deeded to Lawrence H. Peters and Erva G. Peters, by Frank P. Tilton, Adinr. of the Estate of Frederick D. Elliott by deed dated April 11, 1945, and recorded in Belknap County Registry of Deeds, Book 273, Page 513.

Reserving to the heirs, executors, administrators and assigns of Myra May Stevens Elliott as follows:

That no permanent structure of any kind shall be erected between the said Myra May Stevens Elliott lot and the shore of the lake to in any way obstruct the view thereof; that they shall at all times have the right to pass over the easterly half of the land hereby conveyed at some suitable place to the shore of the Lake and shall have the right to improve the shore of the Lake and the land between the shore and Myra ~ Stevens Elliott lot by cutting bushes thereon, removing stumps therefrom and by leveling to the land.

Also reserving the right of the Winnepesaukee Lake Cotton and Woolen Manufacturing Company to raise or lower the water in the Lake annually over the total length of the land hereby conveyed, which right is called the Right of Flowage.

Meaning, hereby the same premises conveyed to the grantor, the said Maud E.. Lock, by William P. Goodman, by his deed dated October 19, 1946, and recorded in the Belknap County Records, Book 289, Page 195.

SUBJECT TO the rights, if any, of the Public Service Company of New Hampshire to erect and maintain lines or wires for transmission etc. over the above described premises as stated in the deed from F. D. Elliott to the Public Service Company of New Hampshire, dated June 16, 1938, and recorded in the Belknap County Registry of Deeds, Book 201, Page 492.

Meaning and intending to describe and convey the same premises conveyed in deed of Maud B. Lock to Richard F. Rodenhiser and Ruth E. Rodenhiser dated March 14, 1951, and recorded at Belknap County Registry of Deeds Book 325, Page 97.

EXHIBIT E TO SECOND AMENDMENT TO CONDOMINIUM DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 5 ALSO KNOWN AS ROBINSON LOT

Beginning on the thread of Meadow Brook, so-called, at intersection with the westerly line of Route 11-B; thence following the thread of said stream in a meandering course and in a generally

southwesterly direction 360.0 feet, more or less, to a point; thence along other land now or formerly of the Belknap Development Corporation south 56 30' West 270.0 feet to an iron pin set on the division line between the Industrial Zone and the Commercial Zone in said Town of Gilford; thence following this division line in a generally northerly direction as it curves, parallel to the course of the aforementioned Route 11-B, 750 feet, more or less, to an iron pin located South 64~ 42' East, 100 feet from the southeasterly line of land now or formerly of Miller; thence along other land of the said Belknap Development Corporation North 4Y 22' East 255.8 feet to an iron pin at the northwesterly corner of land now or formerly of Rodenhiser; thence along other land of said Rodenhiser South 51 43' East 199.9 feet to an iron pin; thence along land of said Rodenhiser North 41~ 48' East, 165.0 feet to an iron pin on the westerly side of the aforementioned Route 11-B; thence along the westerly side of said Route 11-B in a generally southeasterly direction 500 feet, more or less, to the point of beginning.

Reserving to the Belknap Development Corporation, its successors or assigns, the right to completely divert Gunstock Brook so that it does not flow into Meadow Brook.

For purposes of general identification and location only reference is made to a plan by R. B. Merriman, Surveyor, dated 11-14-1966 and entitled "Certain Land of Belknap Development, Gilford, N. H.". The within described parcel is located in the northerly section of the land shown on said plan.

Meaning arid intending to convey the same premises conveyed by Warranty Deed of Alfred N. Rondeau and Geraldine N. Rondeau to Glenbrook Acres, Inc. dated December 12, 1967, recorded in Belknap County Registry of Deeds, Book 496, Page 385.

The aforementioned and described premises are conveyed subject to a first mortgage to the Laconia Savings Bank, which the grantees, by the acceptance of this deed, agree to assume.

MISTY HARBOR OF WINNIPESAUKEE RESORT MOTEL, A CONDOMINIUM

THIRD AMENDMENT TO DECLARATION

(CLARIFICATION OF BEACH RIGHTS AND CLARIFICATION OF

ALLOCATION OF COMMON AREA INTERESTS)

This Amendment is executed this day of June, 1989, by, and on behalf of, Oceanvest, Inc., a Maine corporation, and the Declarant with respect to a condominium located in the Town of Gilford, County of Belknap and State of New Hampshire, known as "Misty Harbor of Winnepesaukee Resort Motel, A Condominium". The Condominium Declaration is recorded at Book 1030, Page 940 at the Belknap County Registry of Deeds.

1. This Amendment to the Condominium Declaration is undertaken pursuant to paragraph 4 (page 8) of the Condominium Declaration ("Amendment of Declaration") and New Hampshire RSA 356-B:34 II and IV and reallocation of common area set forth in Exhibit F to the Second Amendment to the Declaration and Exhibit B to the Revised Public Offering Statement.

2. This Amendment is to be recorded following recording of the Second Amendment to the Declaration, which submits to the condominium the "additional land" as depicted on a plan of land entitled "Site Plan of 'Misty Harbor Resort Motel, A Condominium', Additional Land" recorded at Belknap County Registry of Deeds Drawer L-6, Plan 83. The parcel of land to be so added to the condominium is also known as "Phase Two". Following addition of the additional land to the condominium, along with the initial 27 units to be constructed thereon, Oceanvest, Inc. shall be the owner of 59 units of a total of 84 units in the condominium, resulting in ownership by Oceanvest of a number of units greater than that to which two-thirds of the votes in the Unit Owners' Association appertain.

3. As owner of a number of units greater than that to which two-thirds of the votes in the Condominium Association appertain, Oceanvest, Inc. now adopts the following two Amendments to the Declaration:

(1) Revision Number One: Paragraph A (3) at page 6 of the First Amendment to the Declaration is amended by adding the following third paragraph thereto. In other words, the new third paragraph shall follow the existing second paragraph which ends with the phrase, "as the Association shall deem reasonable and

Third Paragraph added by this Amendment:

"At least fifty per cent (50%) of the beach, including that portion located in the limited common area, shall be available to all unit owners for the above activities."

(2) Revision Number Two. The paragraph which follows, shall be added to the following provisions of the condominium documents: (1) Paragraph 3 (g) on page 4 of the original Declaration, (2) Exhibit C (page 2 thereof) to the original Public Offering Statement, (3) page 1, paragraph 2 of the Original Public Offering Statement and (4) "Amended Exhibit F to Amended Declaration" attached to First Amendment to Declaration.

"It is the Declarant's intent that the fractional interest in the common area allocated to each unit shall be proportionate to the size of each unit pursuant to RSA 356-B:17 I. The fact that the 57 units in 'Phase One' of the condominium have equal undivided interests derives from the fact that each of the 57 units contains the same area."

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Misty Harbor Resort Motel (Oceanvest, Inc. of Wells, Maine) hereinafter referred to as the “Lessee”, and James I. Harris of Peabody, Massachusetts, hereinafter collectively referred to as the “Owner”.

NOW THEREFORE, for and in consideration of the mutual promises herein, the receipt and adequacy of which are hereby acknowledged, the Lessee agrees to pay Rent and the Owner agrees to lease to Lessee Unit Number G02, Misty Harbor Resort Motel, A Condominium, located in the Town of Gilford, County of Belknap and State of New Hampshire, hereinafter referred to as the “Unit”; pursuant to the following terms and conditions:

1. The Owner hereby leases to Lessee the Unit to exclusively have and hold as said Lessee wishes pursuant to all local zoning ordinances and the terms and conditions of this Agreement;
2. The term of this Agreement shall be for twenty-four (24) months from the date this Lease Agreement is executed;
3. The Unit shall be rented to customers at rates and pursuant to conditions exclusively determined by Lessee;
4. The Lessee shall pay for all advertising, brochures, promotional materials and all other items of any kind it uses in promoting the rental of the Unit;
5. The Lessee shall pay for all reservation and accounting services connected with the rental of the Unit including the compensation of any manager and other staff;
6. The Lessee shall pay for all materials and services required for the rental of the Unit including linens, bathroom supplies, maid service, check—in and check-out service;
7. The Lessee may rent the Unit pursuant to conditions and procedures exclusively determined by said Lessee;
8. The Lessee shall pay as monthly rent to Owner an amount equal to \$_____, which shall be paid on _____, 198 and on the _____ day of each succeeding calendar month thereafter for a total of twenty—four (24) months;
9. The Owner shall have the right to occupy the Unit for up to FOURTEEN (14) days per year at a reduced rate of FIFTY PERCENT (50%) of the “rack rate” in force at the time of said occupancy; or SEVEN (7) days at no cost. (A minimum stay of THREE (3) days is required with either option..) The Owner shall inform the Lessee FOURTEEN (14) days in advance of his intent to occupy so that Lessee will not reserve the Unit or rent it to a customer. Last minute space may be available to an Owner if Unit is not occupied or reserved;

10. The Owner shall have the right to have a friend or relative occupy the Unit at any time it is not rented to a customer. The Owner shall inform the Lessee in advance of the intended occupancy so that Lessee will not reserve or rent the Unit to a customer. During each day the Unit is so occupied by a friend or relative, a fee equal to the “rack rate” for the Unit at that time shall be paid by Owner to Lessee;

11. shall be responsible for the payment of all electricity, Condominium Fee(s), and Real Estate Taxes;

12. Lessee shall provide an annual cleansing of the Unit including carpet cleaning, draperies cleaning and all other cleaning and minor maintenance necessary to make the Unit thoroughly clean and ready for renting;

13. Lessee shall be responsible for any and all loss or damage to furniture and contents (except normal wear and tear) of the Unit. If loss or damage occurs the Lessee shall either repair it or replace with goods of equal value. Lessee shall be responsible for all maintenance of the Unit during the term of this Lease;

14. The Lessee shall pay for Owner’s liability insurance for the rental or use of the Unit by Owner, friends, relatives, customers or others. Lessee shall be responsible for any damages of any kind to said persons or their property during their stay at the Unit. Owner is hereby indemnified for any claims involving the use of the Unit during the term of this Lease Agreement. Lessee agrees to be responsible for loss of income as a result of any insured peril.

in the location known as Sanders' Shore over and across land owned now or formerly by Lillian H. Tilton of Laconia wherever said roadway as now travelled and located crosses said Tilton land.

Meaning to convey the same rights as granted to W. Robert King et al by deed of Lillian H. Tilton, dated April 5, 1940, recorded in Book 244, Page 147.

Subject, however, to a similar right to pass and repass granted to the said Lillian H. Tilton by W. Robert King et al by deed dated April 5, 1940, and recorded in Book 244, Page 149.

Subject, also, to the terms of a certain agreement between Henry P. Croteau and Eva A. Croteau and Anette R. Freeman and Donald F. Tilton, dated November, 1961, and recorded in the Belknap County Registry of Deeds.

Being the same premises conveyed to Henry P. Croteau and Eva A. Croteau by W. Robert King and Louise L. King by their deed dated June 8, 1950, and recorded in the Belknap County Registry of Deeds, Book 321, Page 123.

EXHIBIT C TO AMENDED DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 3 (INCLUDES TWO TRACTS) ALSO KNOWN AS SANBORN LOTS

A certain lot of land situate on the shore of Lake Winnepesaukee in the Town of Gilford, County of Belknap and State of New Hampshire and bounded and described as follows:

Beginning at an iron pipe driven in the ground at the northwesterly corner of land of the said grantee as described in a deed from Joseph S. Sanders to Mary F. Weeks dated August 26, 1902, and recorded in the Belknap County Registry of Deeds Book 109, Page 213; thence running southeasterly on land of the said grantee sixty feet (60') to an iron pin driven in the ground at land of Orman T. Lougee; thence turning to the left an angle of ninety degrees (90—00') and running northeasterly to the shore of said lake; thence running northwesterly on the shore of said lake about sixty feet (60') to a point opposite the iron pipe first described; thence running southwesterly to the point of beginning.

Meaning and intending to describe the same premises conveyed to Archie B. Sanborn by deed of Frank R. Varney dated September 15, 1936, and recorded in the Belknap County Registry of Deeds Book 224, Page 27.

A certain tract or parcel of land with the buildings thereon, situate on Sanders' Shore, so-called, in Gilford, County of Belknap and State of New Hampshire, on the shore of Lake Winnepesaukee and bounded and described as follows:

Beginning at the northwest corner of land of Orman T. Lougee, at an iron pin driven in the ground on the southerly side of the driveway on the northerly side of the land hereby conveyed, and being and lying between the same and said lake; thence running on said Lougee's land about two hundred and thirty-eight (238) feet to an iron pin driven in the ground on line of the highway leading past the dwelling house formerly of Joseph S. Sanders to the Weirs; thence westerly on said highway about sixty-seven (67) feet to an iron pin driven in the ground on line of land of Myra May Stevens Elliott; thence turning and running in a northerly direction on the easterly line of said Elliott land about two hundred and fourteen (214) feet to an iron pin driven in the ground on the southerly side of the driveway aforesaid; and thence turning and running in an easterly direction sixty (60) feet, more or less, to the bound begun at.

Meaning and intending to describe the same premises conveyed to Archie B. Sanborn by deed of Hazen P. Weeks dated June 3, 1922, and recorded in the Belknap County Registry of Deeds Book 162, Page 593.

Subject to, and with the benefit of, all easements, rights, restrictions, covenants, and encumbrances, if any, appurtenant to the subject premises.

EXHIBIT D TO AMENDED DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 4 (INCLUDES FOUR TRACTS) ALSO KNOWN AS GREENWOOD LOTS

A certain lot of land with the buildings thereon situate in Gilford, in said County of Belknap and State of New Hampshire, and being located at what is commonly known as and called "Sander Shore" on Lake Winnepesaukee, said premises being a summer cottage and the land connected therewith that was owned by the late Frederick O. Elliott in his lifetime and which is known as the Elliott Cottage.

Also another certain parcel of land situate in said Gilford on the shore of Lake Winnepesaukee, bounded and described as follows: Beginning at an iron pin driven in the ground at the Northeasterly corner of land of said grantor as described in a deed from Joseph S. Sanders to Dana H. Elliott above referred to; thence running Southeasterly on the Northerly side of the above named lot 60 feet to the Northwesterly corner of land conveyed by Joseph S. Sanders to Myra May Stevens Elliott by deed dated August 26, 1902, recorded in Belknap County Registry of Deeds, Book 109, Page 136; thence running Northeasterly on the Southwesterly side of the Myra May Stevens Elliott lot to the highwater mark on said Lake; thence running Northwesterly on the shore of said Lake to land formerly owned by Henry G. Vogle; then running Southwesterly on said Vogle land to the point of beginning.

Being all of the same premises to Leo P. LaRochelle and Robert J. LaRochelle conveyed by deed of Eileen Tobin dated April 13, 1983, and recorded with the Belknap County Registry of Deeds in Book 842, Page 318. See also deed of Leo P. LaRochelle dated October 23, 1984, recorded at said Registry in Book 893, Page 702.

A certain tract of land, with the buildings thereon, situated in Gilford, in said State of New Hampshire, on Sander's Shore, so-called, of Lake Winnepesaukee, also called Winnepesaukee, and bounded as follows:

Beginning at the northwest corner of land now or late of Mary F. Weeks, marked by an iron pin driven in the ground on the southerly side of driveway running northerly by land herein conveyed and between the same and said Lake;

thence running southerly by said Weeks' land about two hundred fourteen feet (214') to an iron pin driven in the ground on the line of the highway leading to the Weirs;

thence turning and running westerly on line of said highway about sixty seven feet (67') to an iron pin driven in the ground;

thence turning and running northerly about one hundred and ninety—five feet (195') by land now or formerly of Dana H. Elliott to an iron pin driven in the ground on the southerly side of said driveway;

and thence turning and running easterly by said driveway about sixty feet to the point of beginning.

Being the same premises conveyed to Myramy S. Elliott as Myra May Stevens Elliott by Joseph S. Sanders by deed dated August 26, 1902, and recorded in Belknap County Records, Book 109, Page 136 and this deed is subject to conditions in said deed and the rights of flowage of the Lake Cotton & Wollen Manufacturing Company.

Meaning, hereby, the same premises conveyed to William P. Goodman, by Myramay S. Elliott, by her deed dated April 2, 1920 and recorded in Belknap County Records, Book 156, Page 309.

Also a certain piece or parcel of land situate in Gilford in the County of Belknap and being located at which is commonly known as and called "Sanders Shore" on Lake Winnepesaukee, bounded and described as follows:

Commencing at an iron pin driven in the ground at the northwesterly corner of land conveyed by Joseph S. Sanders to Myra May Stevens Elliott by deed dated August 26, 1902, recorded in Belknap County Registry of Deeds, Book 109, Page 136;

thence running southeasterly sixty feet, more or less, on the northerly side of said land conveyed to Myra May Stevens Elliott to an iron pin driven in the ground;

thence running northeasterly on the course of the southeasterly side of the Myra May Stevens lot to the high-water mark on said Lake;

thence running northwesterly on the shore of said Lake sixty feet to land of Lawrence H. Peters and Erva G. Peters;

thence running southwesterly on the course of the northwesterly side of said Myra May Stevens Elliott lot to the point of beginning.

Meaning and intending hereby to convey to the grantees a strip of land reserved by Joseph S. Sanders in front of the lot deeded by him to Myra May Stevens Elliott in the deed above referred to, and being a part of the premises deeded to Lawrence H. Peters and Erva C. Peters, by Frank P. Tilton, Admr. of the Estate of Frederick D. Elliott by deed dated April 11, 1945, and recorded in Belknap County Registry of Deeds, Book 273, Page 513.

Reserving to the heirs, executors, administrators and assigns of Myra May Stevens Elliott as follows:

That no permanent structure of any kind shall be erected between the said Myra May Stevens Elliott lot and the shore of the lake to in any way obstruct the view thereof; that they shall at all times have the right to pass over the easterly half of the land hereby conveyed at some suitable place to the shore of the Lake and shall have the right to improve the shore of the Lake and the land between the shore and Myra May Stevens Elliott lot by cutting bushes thereon, removing stumps therefrom and by leveling to the land.

Also reserving the right of the Winnepesaukee Lake Cotton and Woolen Manufacturing Company to raise or lower the water in the Lake annually over the total length of the land hereby conveyed, which right is called the Right of Flowage.

Meaning, hereby the same premises conveyed to the grantor, the said Maud E. Lock, by William P. Goodman, by his deed dated October 19, 1946, and recorded in the Belknap County Records, Book 289, Page 195.

SUBJECT TO the rights, if any, of the Public Service Company of New Hampshire to erect and maintain lines or wires for transmission etc. over the above described premises as stated in the deed from F. D. Elliott to the Public Service Company of New Hampshire, dated June 16, 1938, and recorded in the Belknap County Registry of Deeds, Book 201, Page 492.

Meaning and intending to describe and convey the same premises conveyed in deed of Haud E. Lock to Richard F. Rodenhiser and Ruth B. Rodenhiser dated March 14, 1951, and recorded at Belknap County Registry of Deeds Book 328, Page 97.

EXHIBIT E TO AMENDED DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 5 ALSO KNOWN AS ROBINSON LOT

Beginning on the thread of Meadow Brook, so-called, at intersection with the westerly line of Route 11-B; thence following the thread of said stream in a meandering course and in a generally southwesterly direction 360.0 feet, more or less, to a point; thence along other land now or formerly of the Belknap Development Corporation south 56 30' West 270.0 feet to an iron pin set on the division line between the Industrial Zone and the Commercial Zone In said Town of Gilford; thence following this division line in a generally northerly direction as it curves, parallel to the course of the aforementioned Route 11-B, 750 feet, more or less, to an iron pin located South 64' 42' East, 100 feet from the southeasterly line of land now or formerly of Miller; thence along other land of the said Belknap Development Corporation North 43' 22' East 255.8 feet to an iron pin at the northwesterly corner of land now or formerly of Rodenhiser; thence along other land of said Rodenhiser South 51 43' East 199.9 feet to an iron pin; thence along land of said Rodenhiser North 41' 48' East, 165.0 feet to an iron pin on the westerly side of the aforementioned Route 11-B; thence along the westerly side of said Route 11-B in a generally southeasterly direction 500 feet, more or less, to the point of beginning.

Reserving to the Belknap Development Corporation, its successors or assigns, the right to completely divert Gunstock Brook so that it does not flow into Meadow Brook.

For purposes of general identification and location only, reference is made to a plan by R. B. Merriman, Surveyor, dated 11-14-1966 and entitled "Certain Land of Belknap Development, Gilford, N. H.". The within described parcel is located in the northerly section of the land shown on said plan.

Meaning and intending to convey the same premises conveyed by Warranty Deed of Alfred N. Rondeau and Geraldine M. Rondeau to Glenbrook Acres, Inc. dated December 12, 1967, recorded in Belknap County Registry of Deeds, Book 496, Page 385.

The aforementioned and described premises are conveyed subject to a first mortgage to the Laconia Savings Bank, which the grantees, by the acceptance of this deed, agree to assume.

Amended Exhibit F

All streetside units, (101—225), fifty—seven equal undivided interest of .00891 each.

Total combined undivided interests in Common Streetside Units equals 100%.

(57) in number, have an Area of Lakefront arid

To AMENDED DECLARATION

MISTY HARBOR RESORT MOTEL - A CONDOMINIUM UNDIVIDED COMMON INTERESTS

		<u>Lakefront Units</u>			
biB	.01216	201B	.01216	3018	.01216
102B	.01093	202B	.01093	302B	.01093
103B	.01093	203k	.01093	3038	.01093
1043	.01093	204B	.01093	3048	.01093
IOSB	.01093	205B	.01093	30~B	.01093
1063	.01040	2068	.01040	3063	.01040
107B	.01040	207B	.01040	3078	.01040
1088	.01040	200B	.01040	3088	.01040
1098	.01015	209B	.01015	3098	.01015
1108	.01093	2108	.01093	310B	.01093
1118	.01093	211B	.01093	311B	.01093
1123	.01093	2128	.01093	3128	.01093
].13B	.01093	213B	.01093	313B	.01093
114B	.01093	2148	.01093	3143	.01093
1153	.01216	2158	.01216	315B	.01216
<u>Streetside Units</u>					

EXHIBIT A TO SECOND AMENDMENT TO CONDOMINIUM DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 1 ALSO KNOWN AS MACLEAN LOT

A certain lot or parcel of land, with the buildings thereon, situated on Sanders Shore, so-called, on Lake Winnepesaukee, in Gilford, Belknap County, New Hampshire, bounded and described as follows:

Beginning at an iron pin in the ground on the northerly side of Route 11B, at land now or formerly of Hobart D. Sanborn,

thence running northerly along said Sanborn land to an iron pin near the shore of the Lake;

thence continuing in the same direction to the shore;

thence turning to the right and running easterly along said Lake about one hundred twenty feet (120') to land now or formerly of Henry P. Croteau, Jr. and Roberta A. Croteau;

thence running southerly along said Croteau land to an iron pin and continuing in the same direction to Route 11B;

thence turning to the right and running westerly along said Route 11B one hundred twenty feet (120'), more or less, to the point of beginning.

Being the same premises conveyed to Oceanvest, Inc. by deed of Earl H. MacLean and Carol p. MacLean dated June 30, 1988, and recorded in the Belknap County Registry of Deeds Book 1058, Page 776.

EXHIBIT B TO SECOND AMENDMENT TO CONDOMINIUM DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 2 (INCLUDES T~O TRACTS) ALSO KNOWN AS CROTEAU LOTS

A certain piece or parcel of land, with the buildings thereon, situated in Gilford in said County, bounded and described as follows:

Beginning at an iron pin on the easterly side of the Weirs to Alton road One Hundred Twenty and no hundredths feet (120.0') south of the southeasterly corner of land formerly of Mary F. Weeks; thence easterly along land formerly of Orman T. Lougee to the shore of Lake Winnepesaukee; thence turning and running easterly along the shore of said Lake One Hundred Twenty—Four feet (124'), more or less, to the northerly side of a passway leading from the Weirs Road to the Lake; thence turning and running along the westerly side of said passway to the Weirs Road; thence turning and running along the easterly side of the Weirs Road to the bound begun at.

Also a certain piece or parcel of land, bounded and described as follows:

Beginning at an iron pin driven in the ground near the shore of Lake Winriipesaukee at a point Thirty-Three and no hundredths feet (33.00') from the northwesterly corner of the lot conveyed by Watson and Wallace to G. Henry Tilton and Elmer S. Tilton by deed dated January 30, 1896, recorded in the Belknap County Registry of Deeds, Book 96, Page 3; said Thirty-Three feet (33') being measured on a course at right angles to the westerly side of the said Tilton Lot; thence running in a southwesterly direction parallel with said Tilton westerly line and thirty-three (33) feet therefrom about Three Hundred Twenty-Six Feet (326') on the easterly side of land conveyed by said Varney to said Oscar A. Lougee by

deed dated October 17, 1936, to an iron pin driven in the ground on the easterly side of the Winnepesaukee Road, so-called, running from the Weirs to Gilford; thence running southeasterly on said Winnepesaukee Road about Seventeen and One Half Feet (17 1/2') to an iron pin driven in the ground; thence running northeasterly on a line parallel with the first described course and Sixteen and One Half feet (16 1/2') distant therefrom about Three Hundred Ninety feet (390') to the shore of said lake; thence running westerly on the shore of said Lake about seventeen feet (17') to a point, which marks the intersection of the first described course with the shore of said Lake; thence running southwesterly on the first described course to the point of beginning.

Also a right to pass and repass on foot and by vehicle over the roadway as now travelled and located from the main highway leading from Weirs to Alton to land of King on the shore of Lake Winnepesaukee, in the Town of Gilford, in said County of Belknap, in the location known as Sanders' Shore over and across land owned now or formerly by Lillian H. Tilton of Laconia wherever said roadway as now travelled and located crosses said Tiltori land.

Meaning to convey the same rights as granted to W. Robert King et al by deed of Lillian H. Tilton, dated April 5, 1940, recorded in Book 244, Page 147.

Subject, however, to a similar right to pass and repass granted to the said Lillian H. Tilton by W. Robert King et al by deed dated April 5, 1940, and recorded in Book 244, Page 149.

Subject, also, to the terms of a certain agreement between Henry P. Croteau and Eva A. Croteau and Anette R. Freeman and Donald F. Tilton, dated November, 1961, and recorded in the Belknap County Registry of Deeds.

Being the same premises conveyed to Henry P. Croteau and Eva A. Croteau by W. Robert King and Louise L. King by their deed dated June 8, 1950, and recorded in the Belknap County Registry of Deeds, Book 321, Page 123.

Misty Harbor
of
Winnepesaukee Resort Motel
A
Condominium

Exhibit ~

Submitted Land

The following land is submitted to Condominium ownership:

A certain lot or parcel of land bounded and described as follows:

Lot 2, Parcel "A"

Beginning at an iron pipe located on the southwesterly side of Route 11B, said pipe being 49.48', on a bearing of S 29° 32' 19" E, along Route 11B, from the easterly corner of property known as "Yacht Club Vista", a condominium;

thence S 30° 55' 11" W a distance of 185.31' to an iron pipe, along the westerly side of Route 11B;

thence S 43° 10' 14" W a distance of 164.99' to an iron pipe;

thence N 50° 19' 03" W a distance of 174.22' to a point; thence N 25° 17' 51" E a distance of 111.80' to a point; thence along a curve to the right, said curve having a central angle of 36° 47' 35", a radius of 50.16', and an arc length of 32.21', to a point;

thence N 61° 45' 31" E a distance of 93.19' to the point of beginning.

Total area of the parcel is 38,574 square feet, or 0.88 acres more or less. For reference see Belknap County Registry of Deeds Book 438, Page 524. Also as shown on Subdivision of Tax Lot 5-6-146C recorded in the Belknap County Registry of Deeds November 5, 1987, Book 145, Pages 41, 42.

Lot 2, Parcel "B"

Beginning at an iron pipe located on the southwesterly side of Route 11B, said pipe being on the easterly corner of property known as "Yacht Club Vista", a condominium;

thence S 29° 32' 19" W a distance of 49.48', along Route 11B, to an iron pipe;

thence S 61° 45' 31" W a distance of 93.19' to a point; thence along a curve to the left, said curve having a central angle of 36° 47' 35", a radius of 50.16', and an arc length of 32.21', to a point;

thence S 25° 17' 51" W a distance of 111.80' to a point; the last three courses being along Parcel "A";

1

thence N 50° 19' 03" W a distance of 25.71' to an iron pipe;

thence S 43° 58' 09" W a distance of 246.48' to an iron pipe;

thence S 30° 56' 51" E a distance of 42.20' to a point; thence along a curve to the right, said curve having a central angle of 23° 52' 04", a radius of 464.46', and an arc length of 193.48', to an iron pipe;

thence S 07' 04' 47" E a distance of 143.89' to an iron pipe;
thence along a curve to the left, said curve having a central angle of 03' 58' 53", a radius of 1,062.15', and an arc length of 73.81', to an iron pipe;
thence N 50' 39' 14" W a distance of 293.79' to an iron pipe;
thence N 71' 08' 56" W a distance of 78.65' to an iron pipe;
thence N 30' 11' 29" E a distance of 200.00' to an iron pipe;
thence N 62' 56' 47" W a distance of 49.79' to an iron pipe;
thence N 26' 39' 41" E a distance of 376.69' to an iron pipe;
thence S 63' 17' 20" E a distance of 150.05' to an iron pipe;
thence N 28' 40' 56" E a distance of 46.16' to an iron pipe;
thence along a curve to the right, said curve having a central angle of 36' 47' 35", a radius of 100.16', and an arc length of 64.32', to an iron pipe;
thence N.62' 05' 26" E a distance of 91.78' to the point of beginning.

Total area of the parcel is 123,632 square feet, or 2.84 acres, more or less.

Together with the following easement:

An easement for the purposes of maintaining a well, a building in which to house the well and water storage tanks and waterlines servicing "Misty Harbor Motel", being further described as follows:

As shown on a plan entitled "Subdivision of Tax Lot 5-6—146L, Production Place & Route 11-B, Gilford, N.H.; Owner of Record: Oceanvest, Inc., Box 757, Wells, ME 04090" by White Mountain Design Group dated September 15, 1987, and recorded in the Belknap County Registry of Deeds November 5, 1987, Book 145, Pages 41, 42 — said easement being all land which is located on a portion of Lot 1 labeled "additional land", and lying within 200.00' of the center of the well as actually installed.

All wastewater disposal, soil fertilization, fuel storage, and other activity detrimental to water quality must be completely outside the protective radius, except those buildings as shown on plan entitled "Site Plan for Misty Harbor of Winnepesaukee Resort Motel, a Condominium, Route 11—B, Gilford, N.H., Belknap County; Owner of Record: Oceanvest, Inc., Box 757, Wells, ME 04090" by White Mountain Design Group, dated September 19, 1987, and recorded in the Belknap County Registry of Deeds November 5, 1987, Book 145, Pages 41, 42 and also those buildings as shown on a plan entitled "Amended Site Plan for Bayview Industrial Park, Production Place, Gilford, N.H., Belknap County; Owner of Record: Oceanvest, Inc., Box 757, Wells, ME 04090" by White Mountain Design Group dated September 14, 1987, to be recorded.

Being a portion of the same land conveyed to the Declarant by deed of B & B Joint Venture Partners dated August 14, 1987, and recorded in the Belknap County Registry of Deeds, Book 1016, Page 0913, and being the same property withdrawn from the Bayview Industrial Park dated November 19, 1987, and recorded herewith in the Belknap County Registry of Deeds.

MISTY HARBOR OF WINNIPESAUKEE RESORT MOTEL,
A CONDOMINIUM

FIRST AMENDMENT TO DECLARATION
(EXPANDABLE CONDOMINIUM PROVISIONS - ADDITIONAL LAND)
[TO BE DESIGNATED PARAGRAPH (e) (iii) TO IMMEDIATELY PRECEDE
PARAGRAPH (f) ON PAGE 4 OF DECLARATION]

iii. EXPANDABLE CONDOMINIUM PROVISIONS - ADDITIONAL LAND

(a) The Declarant reserves the option to expand the condominium.

(b) There shall be no limitations on the Declarant's option to so expand the condominium. The consent of other units owners shall not be required subject, however, to the following provision. The present Amendment to the Declaration shall be executed by, in addition to the Declarant, all other owners of units in this condominium at the time of recording of this Amendment.

(C) Declarant's option to expand the condominium shall expire seven years from the date of recording of the condominium Declaration. There are no circumstances which will terminate Declarant's option prior to the expiration of the seven year time limit so specified.

Cd) Legal description of land that may be added to the condominium, henceforth referred to as "additional land":

See Exhibits A, B, C, D, and E attached hereto.

(e) If any of the additional land is added to the condominium, there are no limitations as to particular portions of the additional land which must be so added, nor, are there any requirements as to any particular portion of the additional land which must be so added.

(f) Portions of the additional land will be added to the condominium at different times. Parcels 1, 2 and 3 as described above will be added to the condominium prior to Parcels 4 and 5.

(g) There are no limitations as to the locations of any improvements that may be made on any portions of the additional land added to the condominium, and no assurances are made in that regard.

(h) A maximum of 36 units shall be constructed on Parcels 1 and 2 combined. A maximum of nine units will be constructed on Parcel 3. A maximum of 20 units will be constructed on Parcel 4. No motel units shall be constructed on Parcel 5. The improvements to be constructed on Parcel 5 shall be structures for the use, enjoyment and benefit of the general public, such as a restaurant or dinner theater. Disposition of the units on Parcel 5 shall be by any of the following: (1) sale to individual owners or (2) leased by Declarant to third parties. In addition, one or more of the units on Parcel 5 may, at the sole discretion of Declarant, be offered for sale to the Condominium Association conditioned upon (a) a proper vote of the unit owners, (b) appropriate amending of the Declaration and By-Laws, and (c) approval of such amendments by the Attorney General's office if required, all three of the foregoing conditions to be complied with in accordance with relevant sections of RSA 356—B, THE

CONDOMINIUM ACT.

(i) No portion of the additional land will be restricted to residential use. Use of additional units built on the additional land shall be for any uses permitted by local, state, or other land use regulation. Declarant presently intends to construct additional motel units on Parcels 1, 2, 3 and 4. The structures built on Parcel 5 shall be for those uses described in paragraph (h) above. One hundred percent (100%) of the aggregate land and aggregate floor area of all units that may be created on the additional land will not be restricted exclusively to residential use.

(j) Any structures created on any portion of the additional land added to the condominium will be compatible with structures on the submitted land in terms of quality of construction, principal materials to be used, and architectural style.

(k) With the exception of the above provisions, Declarant makes no assurances with respect to (a) the description of other improvements that will be made on any portion of the additional land added to the condominium or (2) limitations as to what other improvements may be made thereon.

(l) With the exception of provisions hereinabove, Declarant makes no assurances that units created on any portion of the additional land added to the condominium will be substantially identical to the units on the submitted land. Nor shall there be any limitations as to differences in design, layout, size, or other significant characteristics of the units that may be created thereon.

(m) At such time as any portion of the additional land is added, the undivided interest of each unit owner in the common area shall be proportionately reduced pursuant to amended Exhibit F to this Declaration.

(n) Declarant reserves the right to create limited common areas within any portion of the additional land added to the condominium and/or to designate common areas therein which may subsequently be assigned as limited common areas. Declarant makes no assurances with respect to the types, sizes, and maximum number of such limited common areas to be created within the additional lands.

(o) There shall be reserved to Unit 109, or other unit to be so designated, the following described limited common area. The purpose of the assignment of this limited common area is as set forth below.

A. DESCRIPTION OF LIMITED COMMON AREA ASSIGNED TO UNIT 109:

Commencing at the northwesterly corner of land of the Declarant acquired from Hobart Sanborn by deed dated November 10, 1988, recorded at Belknap County Registry of Deeds Book 1076, Page 0888 and further described in Exhibit C to this amendment and as further depicted on a plan entitled, "Misty Harbor of Winnepesaukee Resort Motel, A Condominium — First Amended Site Plan" by White Mountain Design Group of Laconia, New Hampshire dated November 23, 1987, to be recorded at the Belknap County Registry of Deeds (hereinafter referred to as "Site Plan — Amendment

1").

:3

And thence proceeding along a line extended from said point, into the space over the surface of Lake Winnepesaukee, said line having a bearing of N 31' 22' 12" E, a distance of approximately 150 feet, or such other distance as may be appropriate, to a point located at the northwesterly most limit of Declarant's water rights appertaining to the Sanborn, Croteau and MacLean lots.

Thence continuing in a southeasterly direction over the surface of Lake Winnepesaukee along a course approximately perpendicular to the three docks of the Declarant to a point at which said line is intersected by another line extended from the northeasterly corner of the premises to be conveyed to the Declarant by deed of Henry P. and Roberta Croteau and as further depicted on said Site Plan - Amendment 1. Said latter line extends from said northeast corner over the surface of Lake Winnepesaukee along a bearing of S 49' 08' 29" W to a point at the northeasterly most limit of Declarant's water rights appertaining to the Sanborn, Croteau and MacLean lots.

The fourth boundary line of said limited common area runs along the mean high water mark of Lake Winnepesaukee between said northwest corner of the Sanborn parcel and said northeast corner of the Croteau parcel.

Said limited common area is further depicted on a condominium site plan entitled "Misty Harbor of Wirinipesaukee Resort Hotel, A Condominium -First Amended Site Plan".

(1) Purpose of Declarant's Reservation and Assignment of Limited Common Area for Unit #109

(i) The purpose of Declarant's assignment of this limited common area to Unit #109 is to reserve to the Declarant and its assigns all littoral (water-front) rights, of any kind or nature whatsoever, which appertain to that portion of the additional land known as the Sanborn, MacLean and Croteau lots as described in Exhibits A, B and C to this Amendment to the Declaration. It is for this purpose that the Declarant has set aside the above limited common area for the sole and exclusive use of those persons entitled to possession of Unit #109.

(ii) At a later date, in accordance with applicable New Hampshire law, the Declarant may offer, in its sole discretion, for sale or lease to unit owners, and other third parties, an undivided interest in said Unit #109 along with appurtenant rights in the limited common area assigned to Unit #109. The purpose, among others, of conveying such rights shall be to convey certain rights in the docks, slips, moorings and boat houses, along with launching, storage, and maintenance facilities and any other structures to be created and constructed within the limited common area.

The above rights and amenities will be established in such manner and number as the Declarant in its sole discretion deems appropriate and as permitted by applicable local, state and federal land use regulations.

(iii) Prior to, or contemporaneously with the conveyance of such rights in Unit 109 and the above limited common area, the Declarant may, in its sole discretion, and as further described above, establish rules and regulations for the unit owners' use and occupation of Unit 109 and the appurtenant limited common area. In conjunction therewith, the Declarant may, among other things, assign, within the limited common area, specific designated portions thereof to the various owners of Unit #109.

The permitted uses, and the improvements to be constructed, within the limited common area shall include, without limitation, docks, slips, moorings, boat houses, and launching, storage and maintenance facilities along with other structures normally associated with docking and storage of boats and vessels and allowable under applicable land use regulations.

(2) Applicability of Limited Common Area Provisions to Existing and Future Unit Owners.

Declarant acknowledges, and it should be noted, that all of these provisions pertaining to the limited common area assigned to Unit #109 apply to existing owners of units in Misty Harbor Condominium as originally established by Declaration dated November 19, 1987, along with all owners of units in the additional land to be added to the condominium.

(3) Easement for All Unit Owners

At such time as the additional land is added to the condominium by the Declarant, an easement shall be granted to the owners of all units to use a portion of the waters included within the limited common area for swimming and other similar recreational activities. Excepted from the foregoing are any uses involving boats, other vessels, or other water related activities which would interfere or affect in any way the exercise of those rights reserved and assigned as limited common area to Unit #109 as described herein.

The condominium association shall establish such rules and regulations for the unit owners' use of their water rights, as described in the previous paragraph, as the association shall deem reasonable and appropriate.

IMPORTANT: THE PURPOSE OF THIS PROVISION IS TO RESERVE TO THE DECLARANT THE WATER RIGHTS AS DESCRIBED HEREIN AND TO ASSIGN THOSE RIGHTS, AS A LIMITED COMMON AREA, TO UNIT 109. THE DECLARANT MAKES NO WARRANTY, GUARANTY, OR COVENANT, AS TO THE EXTENT OF ITS WATER RIGHTS IN TERMS OF (1) BOUNDARIES THEREOF, (2) PERMISSIBLE USES THEREOF, (3) DURATION THEREOF, OR OTHERWISE. THE WATER RIGHTS APPURTENANT TO THE ADDITIONAL LAND ARE ESTABLISHED, RESTRICTED, GOVERNED, AND OTHERWISE DETERMINED AND SPECIFIED BY APPLICABLE LAW OF THE STATE OF NEW HAMPSHIRE PERTAINING TO THE PROPERTY RIGHTS OF OWNERS OF WATERFRONT PROPERTY.

THE ABOVE DESCRIPTION OF THE BOUNDARIES OF THE RESERVED WATER RIGHTS APPURTENANT TO THE ADDITIONAL LAND IS APPROXIMATE ONLY. SAID DESCRIPTION IS BASED UPON THE DESCRIPTION OF THE ADDITIONAL LAND AS CONVEYED TO THE DECLARANT AND THE EXISTING DOCKS APPURTENANT TO SAID LAND, ALONG WITH OTHER RELEVANT CONSIDERATIONS. HOWEVER, THE DECLARANT MAKES NO WARRANTIES REGARDING SAME.

THE DECLARANT ALSO ACKNOWLEDGES THAT THE STATE OF NEW HAMPSHIRE, WITHIN THE PROPER EXERCISE OF ITS POLICE POWERS, COULD, AT SOME TIME IN THE FUTURE, SUBSTANTIALLY LIMIT OR TERMINATE SUCH WATER RIGHTS.

(4) Other Portions of Additional Land — Similar Assignment of Limited Common Area

At such time as Declarant adds to the condominium other portions of the additional land which are benefited by littoral (lakefront) rights, Declarant shall have the right to reserve to itself all water rights appertaining to such other additional land including, without limitation, rights similar to those rights reserved to Unit #109 as described hereinabove.

The undersigned Declarant and, following hereinafter, all other unit owners as of the date hereof, hereby sign this amendment thereby indicating their assent to the incorporation of this amendment in the condominium Declaration.

THE STATE OF

Personally appeared the above—named, Karen Beane, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same on behalf of the corporation.

Before me,

EXHIBIT A TO AMENDED DECLARATION
LEGAL DESCRIPTION OF ADDITIONAL LAND
PARCEL 1 ALSO KNOWN AS MACLEAN LOT

A certain lot or parcel of land, with the buildings thereon, situated on Sanders Shore, so-called, on Lake Winnepesaukee, in Gilford, Belkriap County, New Hampshire, bounded and described as follows:

Beginning at an iron pin in the ground on the northerly side of Route 11B, at land now or formerly of Hobart D. Sanborn,

thence running northerly along said Sanborn land to an iron pin near the shore of the Lake;

thence continuing in the same direction to the shore;

thence turning to the right and running easterly along said Lake about one hundred twenty feet (120') to land now or formerly of Henry P. Croteau, Jr. and Roberta A. Croteau;

thence running southerly along said Croteau land to an iron pin and continuing in the same direction to Route 11B;

thence turning to the right and running westerly along said Route 11B one hundred twenty feet (120'), more or less, to the point of beginning.

Being the same premises conveyed to Ocearivest, Inc. by deed of Earl N. MacLean and Carol P. MacLean dated June 30, 1988, and recorded in the Belknap County Registry of Deeds Book 1058, Page 776.

MISTY HARBOR OF WINNIPESAUKEE RESORT MOTEL,
A CONDOMINIUM

SECOND AMENDMENT TO DECLARATION
(ADDITION OF ADDITIONAL LAND PURSUANT TO RSA 356-B:25)

This amendment is executed this 19 day of May, 1989, by, and on behalf of, Oceanvest, Inc., a Maine corporation, and the Declarant with respect to a condominium located in the Town of Gilford, County of Belknap, State of New Hampshire, known as "Misty Harbor of Winnipesaukee Resort Motel, A Condominium". The condominium declaration is recorded at Book 1030, Page 940 at the Belknap County Registry of Deeds.

1. Recorded herewith is the First Amendment to the Declaration. Said Amendment provides for the addition of "additional land" and additional units to the condominium.
2. Recorded herewith are site plans and floor plans filed pursuant to RSA 356—B:21 III and RSA 356—B:25.
3. ADDITION OF ADDITIONAL LAND. In accordance with the matters described hereinabove, and particularly in accordance with the authority granted to the Declarant in said First Amendment to the Declaration, the Declarant now, by execution of this document, adds to the condominium the land described in Exhibits A, B and C.
 - (a) ADDITIONAL UNITS. In conjunction with the adding of additional land, as set forth above, the Declarant intends to construct 27 new units thereon.
4. PARCELS OF ADDITIONAL LAND NOT ADDED TO CONDOMINIUM. In conjunction with this Amendment, Declarant is not electing, at this time, to add the two parcels of land described in Exhibits ID and B. However, the Declarant reserves to itself all rights with respect to said two parcels of land as such are set forth in the First Amendment to the Declaration. These rights include, without limitation, the authority to add said two parcels of land to the condominium at a later time within the restrictions imposed by the First Amendment to the Condominium Declaration, the other condominium instruments, and any restrictions imposed by Chapter 356-B of the New Hampshire Revised Statutes, also known as the Condominium Act.
5. REALLOCATION OF INTEREST IN THE COMMON AREA. Pursuant to Sections 356—B:18 and 356-B:25 of the Condominium Act, and Amendment One (of eight amendments) included in the First Amendment to the Public Offering Statement to be recorded herewith, the undivided interests in the common areas are hereby reallocated as set forth in Exhibit F hereto.

[NOTE: In the original condominium Public Offering Statement, at page 1, paragraph 2, and in Exhibit C to said Public Offering Statement, the fractional interests in the common areas in the existing condominium ('Phase One', so-called) were allocated on an equal basis. However, the result to each unit owner would have been unaffected had the Declarant based each unit owner's interest in the common areas on area of the units since each unit has the same area.

In Exhibit F to the First Amendment to the Declaration, undivided interest in the common areas are based upon areas. It is the Declarant's intent, in filing the present Amendment, that the fractional Interest in the common area allocated to each unit shall be based on area. The 57 units in the existing condominium ("Phase One") will continue to have equal undivided interest since all 57 units have the same area.

The Declarant shall present to the unit owners a further Amendment to the Declaration in clarification of this allocation of interests in the common areas.]

EXHIBIT F TO SECOND AMENDMENT TO CONDOMINIUM DECLARATION

REALLOCATION OF UNDIVIDED INTERESTS IN COMMON AREAS

PHASE I

<u>Unit No.</u>	<u>Area</u>	<u>Undivided Interest in Common Area</u>
Units 101-125 inclusive	462	1.116% (X 57 units)
Units 201-225 inclusive		
Units G01-G07 inclusive		

PHASE II

<u>Unit No.</u>	<u>Area</u>	<u>Undivided Interest in Common Area</u>
101 B	627	1.516%
102 B	564	1.363%
103 B	564	1.363%
104 B	564	1.363%
105 B	564	1.363%
106 B	537	1.298%
107 B	537	1.298%
108 B	537	1.298%
109 B	524	1.267%
201 B	627	1.516%
202 B	564	1.363%
203 B	564	1.363%
204 B	564	1.363%
205 B	564	1.363%
206 B	537	1.298%
207 B	537	1.298%
208 B	537	1.298%
209 B	524	1.267%
301 B	627	1.516%
302 B	564	1.363%
303 B	564	1.363%
304 B	564	1.363%
305 B	564	1.363%
306 B	537	1.298%
307 B	537	1.298%
308 B	537	1.298%
309 B	524	<u>1.267%</u>
		100%