

*Premises  
conveyed to: INNS  
WATERVILLE  
VALLEY  
ASSOCIATION  
B. 1743  
P. 328*

THE INNS OF WATERVILLE VALLEY, A TIME-SHARE CONDOMINIUM  
CONDOMINIUM INSTRUMENTS

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DECLARATION OF CONDOMINIUM  
FOR  
THE INNS OF WATERVILLE VALLEY,  
A TIME-SHARE CONDOMINIUM

THIS DECLARATION made this 1st day of December 1981, by Waterville Timeshare Group, a New Hampshire partnership, having a principal place of business at Waterville Valley, Grafton County, New Hampshire, (hereinafter sometimes called the "Declarant") for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (hereinafter sometimes called the "Act");

WHEREAS the Declarant owns certain tracts of land with the buildings thereon located in the town of Waterville Valley, Grafton County, New Hampshire, which the Declarant intends to convert to a time-share condominium project known as "The Inns of Waterville Valley, A Time-Share Condominium" (hereinafter sometimes called "The Inns of Waterville Valley"); and

WHEREAS the Declarant intends to sell and convey an undivided interest in the time-share condominium project, granting to each grantee the exclusive right to occupy a unit during the use period or periods purchased, together with the use of common areas and rights herein defined, but subject to certain restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of conversion and improvement of The Inns of Waterville Valley; and

WHEREAS, the Declarant intends to retain the option to expand The Inns of Waterville Valley to include all or portions of the additional land of Declarant;

WHEREAS the Declarant also intends to retain the right to hold and operate some units and use periods as hotel rooms;

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the condominiums and other improvements located and to be located thereon, and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of The Inns of Waterville Valley, A Time-Share Condominium, as a whole and to mutually benefit each of the servitudes upon each of said condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between

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all persons acquiring or owning an interest in any of said condominium units, including the Declarant, and its grantees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, its grantees, successors, and assigns.

ARTICLE 1, DEFINITIONS

- 1-100 Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefor:
- 1-101 "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102 "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each unit owner.
- 1-103 "Association" or "Association of Owners" means the unit owners acting as a group in accordance with the Act, the Declaration, and the By-Laws.
- 1-104 "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or By-Laws of the Association as the governing body of said Association.
- 1-105 "Building" means an entire structure containing units located on the property subject to this condominium.  
"Birches" is the promotional name given to the building which is on the property subject to this condominium.
- 1-106 "By-Laws" means the instrument attached hereto as Exhibit C and made a part hereof, which instrument provides for the self-government of the condominium by the Association.
- 1-107 "Common Area" means all that portion of The Inns of Water-ville Valley, a Time-Share Condominium, other than the units, and is more particularly described in Article 2-400 hereof. Common area includes Limited Common Area.
- 1-108 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.

- 1-109 "Common Furnishings" shall mean furniture and furnishings for the unit or other personal property, (from time to time, owned or held for use in common by all owners during their respective use periods).
- 1-110 "Common Profits" means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual units as provided for in Article 2-702, Article 5-100, or Article 7-100 hereof.
- 1-111 "Condominium" means the real property and any interests therein described in Exhibit A hereof.
- 1-112 "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A - A legal description of the real property subjected to this Declaration. Also included within the scope of Exhibit A are the following surveyor's and engineer's plans:

Plan entitled "The Inns of Waterville Valley, a subdivision for Waterville Timeshare Group" dated August 7, 1981, and recorded Grafton County Registry of Deeds as Plan #1201.

Floor plans of the condominium in accordance with RSA 356-B to be recorded simultaneously with the recordation of this Declaration.

Exhibit B - Articles of Agreement of The Inns of Waterville Valley Association.

Exhibit C - By-Laws and Residency Regulations of The Inns of Waterville Valley Association.

Exhibit D - Time-Share Condominium Warranty Deed.

Exhibit E - Description of Use Periods.

Exhibit F - Description of Additional Land.

Exhibit G - Statement of Values in Common Areas Appertaining to Each Unit.

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- 1-113 "Condominium Rules" means such Residency Regulations as the Board from time to time may adopt relative to the use of The Inns of Waterville Valley, A Time-Share Condominium, or any part thereof.
- 1-114 "Condominium Unit" means a unit together with the undivided interest in the common area appertaining to that unit.
- 1-115 "Declarant" means the Waterville Timeshare Group, a New Hampshire partnership duly established by law, with a principal place of business at Waterville Valley, New Hampshire, its successors and assigns.
- 1-116 "Declaration" means this instrument.
- 1-117 "The Inns of Waterville Valley, A Time-Share Condominium", means the premises described in Exhibit A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements, rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-118 "Institutional Lender" means one or more commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities, or any other lender appointed by the Declarant.
- 1-119 "Limited Common Area: means any portion of the common area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.
- 1-120 "Maintenance Period" shall mean: (1) the hours between 10:00 A. M. and 4:00 P. M. on the last day of each use time period; and (2) those parts of a year so designated on Exhibit E attached hereto.
- 1-121 "Manager" means the person designated by the Board or the Declarant to manage the affairs of The Inns of Waterville Valley, A Time-Share Condominium, and to perform various other duties as may be assigned to such person by the Board or the Declarant in accordance with the provisions of the Declaration and the By-Laws.



- 1-122 "Ownership Interval" shall mean an undivided interest in the unit, together with the exclusive right to use and occupy a unit during one or more weekly use periods as provided in this Declaration.
- 1-123 "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property or any combination thereof.
- 1-124 "Share" means the undivided interest in and to the common area attributed to each unit as set forth in Article 2-600.
- 1-125 "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-126 "Time-Share Unit" means an undivided interest in a portion of the condominium designed and intended for individual ownership and use on the basis of shared time.
- 1-127 "Unit Owner" means one or more persons who own a time-share condominium unit, including Declarant with respect to any ownership interval not conveyed.
- 1-128 "Use Period" shall mean one of the ownership intervals as set forth in Exhibit E attached hereto, being a weekly period established for the exclusive use of a unit by the Owner.

ARTICLE 2, INFORMATION REQUIRED BY SECTION 356-B:16

- 2-100 Description of Land. A legal description of the land on which the building and other improvements in The Inns of Waterville Valley, A Time-Share Condominium, are located is contained in Exhibit A attached hereto and made a part hereof.
- 2-200 Description of Building. The building, known individually formerly as the Landmarc East and now as "The Birches" is a wood frame structure. It has four (4) levels and will contain 21 units.
- 2-300 Description of Units. The unit number and the dimensions of each unit are shown on the Site Plan and Floor Plans referred to in Exhibit A. The boundaries of each unit with respect to floors, ceilings, and walls, and doors and windows thereof are as follows:

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- 2-301 Horizontal Boundaries:
- (a) The finished or decorated interior surfaces of floors.
  - (b) The finished or decorated interior surfaces of the ceilings.
- 2-302 Vertical Boundaries:
- (a) The finished or decorated interior surfaces of the perimeter walls and door frames.
  - (b) The finished or decorated interior surfaces of perimeter doors.
  - (c) The finished or decorated interior surfaces of windows and window frames.
- 2-400 Description of Common Area. The Common Area includes, but not by way of limitation:
- 2-401 The land on which the building containing the units is located and the walks, shrubbery, and other plantings, parking areas, and other land and interests in land included in the description of The Inns of Waterville Valley, A Time-Share Condominium, at Exhibit A.
- 2-402 The foundations, column girders, beams and supports, and roof of said building; the perimeter walls and door frames around each unit to the finished or decorated interior surfaces thereof and other walls and door frames which are not within a unit; the perimeter doors and windows to the finished or decorated interior surfaces thereof and other doors and walls which are not within a unit; the area between the finished or undecorated interior surfaces of the ceiling and the floor; and any facilities for the furnishing of utility services or waste removal which are located within said areas.
- 2-403 The water supply, sewage disposal, electrical and telephone systems serving The Inns of Waterville Valley to the extent said systems are located within The Inns of Waterville Valley and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single unit unless such portions are entirely encased within other common areas within the unit).
- 2-404 The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not

located within a unit and any such facilities located within a unit, which either serve parts of The Inns of Waterville Valley other than the unit within which they are located or are entirely encased by other common areas within the unit; and

- 2-405 All other parts of The Inns of Waterville Valley, including common furnishings, personal property acquired by the Association and necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Exhibit A.
- 2-406 The fixtures, furnishings and equipment contained in any unit will not be the common property or common area of the condominium at the time of filing of this Declaration. Such property shall be owned by the Declarant until such time as ninety percent (90%) of the intervals contained in a unit are sold. At such time as ninety percent (90%) of the intervals contained in a unit are sold, the Declarant will convey such furnishings, fixtures and equipment to The Inns of Waterville Valley Association.
- 2-500 Description of Limited Common Area. There are decks attached to certain units which are Limited Common Areas. The Declarant reserves the right to create Limited Common Areas on any additional land which is added to the condominium.
- 2-600 Unit Values. The "value" of each unit in The Inns of Waterville Valley and its consequent interest in the Common Area, furnishings and facilities shall be as set forth in Exhibit G to this Declaration. There shall appertain to each timeshare condominium unit in The Inns of Waterville Valley for voting purposes one vote for each weekly ownership interval owned. Where a particular ownership interval is owned by more than one person, the owners thereof may not divide the number of votes appertaining to that unit interval.
- 2-700 Statement of the Purposes of Time-Share Condominium Use. The Inns of Waterville Valley is primarily intended for recreational-residential use for stated intervals, but may also be converted and used on a year-round residential basis and the following provisions, together with the provisions of the Condominium Residency Regulations, are in furtherance of this purpose:
- 2-701 Each unit shall be occupied and used only for private, recreational-residential purposes by the owner and his family, or by lessees or guests of the owner, and not for any business or professional use whatsoever. This restriction shall not be construed to prohibit owners from leasing or renting their ownership intervals so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof. Nothing herein shall be construed to prohibit the leasing or rental of units owned by the Declarant. The Declarant

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reserves the right to retain any units rather than committing them to timesharing, and also to retain any specific intervals within a particular unit, for the purpose of renting such intervals or units and operating the same on a hotel-type basis forever.

- 2-702 The Common Area shall not be used in a manner which is inconsistent with the recreational character of The Inns of Waterville Valley. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same; and nothing shall be stored in the Common Area (except in the storage rooms) without the prior written consent of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.
- 2-703 No noxious or offensive use shall be made of any part of The Inns of Waterville Valley and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of The Inns of Waterville Valley which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of The Inns of Waterville Valley or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Inns of Waterville Valley which will increase the rate of insurance on the Common Area without the prior written consent of the Board.
- 2-704 No signs (except as provided in Article 2-706 below), clothes lines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board.
- 2-705 No pets, animals, livestock, or poultry of any kind shall be kept anywhere within The Inns of Waterville Valley.
- 2-706 The Declarant shall be deemed to be the owner of any condominium units or ownership intervals not sold by the Declarant, and the Declarant and its representatives and assigns may make such use of such unsold condominium units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office and model unit, the showing of the property and the displaying of signs until such time as five years have passed from the date of the initial filing of this Declaration, after which the

sales office shall be forthwith removed and the model unit shall be offered for sale by Declarant to time-share purchasers. In no event shall the model unit be construed as a common area. However, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the condominium units by the respective unit owners during their use period.

- 2-707 The Association is empowered to adopt and amend, from time to time, condominium Residency Regulations concerning the use of The Inns of Waterville Valley and various parts thereof, which Residency Regulations shall be furnished in writing to all unit owners and which Residency Regulations shall not be violated.
- 2-708 The consent of the Board referred to in this Chapter may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of The Inns of Waterville Valley.
- 2-709 None of the rights and obligations of the owners created herein or in any deed conveying a time-share condominium unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments to the extent that any unit or Common Area encroaches on any other unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.
- 2-710 After the Declarant has removed the sales office pursuant to Article 2-706, the Declarant shall retain the right to lease, for up to a term of fifty (50) years, a registration desk/check-in area for use in the rental of unsold ownership intervals. The annual rental for this space shall be One Dollar (\$1.00). The Declarant shall have to pay for the utilities servicing this rented area.
- 2-800 Person to Receive Service of Process.
- 2-801 The Consumer Protection Division of the New Hampshire Attorney General's Office shall be the person to receive

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service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative.

- 2-802 Any member of the Board of Directors who is in residence at The Inns of Waterville Valley shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative. For the purposes of this paragraph, the place of business of the Board shall be considered to be Waterville Valley, New Hampshire.
- 2-803 Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon Stephen M. Duprey, Sulloway Hollis & Soden, 9 Capitol Street, Concord, New Hampshire 03301.
- 2-900 Vote to Rebuild. The provisions as to the percentage of votes by the Owners which shall be determinative on the question whether to rebuild, repair, restore, or sell The Inns of Waterville Valley in the event of damage or destruction of all or part thereof are set forth in Article 3.

ARTICLE 3, INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

- 3-100 Insurance to be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:
- 3-101 Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the buildings in The Inns of Waterville Valley, including without limitation all such portions of the interior of such buildings as are, for insurance purposes, normally deemed to constitute part of the building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, and the common furnishings, such insurance shall be in an amount at least equal to the full replacement value of the building and to be payable to the Board as Trustees for the unit owners and their mortgagees as their respective interests may appear.

- 3-102. Public Liability Insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Unit Owner's Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to The Inns of Waterville Valley and all unit owners and other persons entitled to occupy any unit or other portion of The Inns of Waterville Valley and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within any Limited Common Area over which he has exclusive use.
- 3-103 Workmen's Compensation Insurance as required by law.
- 3-104 Such other insurance as the Board may determine.
- 3-200 General Insurance Provisions.
- The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 above, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within The Inns of Waterville Valley and shall make any necessary changes in the policy provided for under Article 3-101 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Chapter.
- 3-202 The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Article 3-101, above:
- (a) Shall contain waivers of subrogation by the insurer as to claims against the Declarant, the Manager, the Association, its employees, members of the Board, owners, and members of the family of any owner who reside with said owner, except in cases of arson or fraud;
  - (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has "no control";

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- (c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insureds thereunder and all mortgagees of condominium units in The Inns of Waterville Valley;
- (d) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by owners or their mortgagees; and
- (e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Chapter 3-100 above, and each owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.

- 3-204 Each owner may, if he desires, obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or in any Limited Common Area. The insurance purchased by the Board of Directors will not insure any owner's personal property.
- 3-300 Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of The Inns of Waterville Valley as a result of fire or other casualty:
- 3-301 The Board shall arrange for the prompt repair and restoration of the damaged or destroyed portion of The Inns of Waterville Valley and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Inns of Waterville Valley is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Inns of Waterville Valley and the Association by a vote of eighty percent (80%) of the owner's total voting power does not, within sixty (60) days of the date of such damage or destruction, determine to repair, reconstruct or rebuild the damaged or destroyed property. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board



may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Inns of Waterville Valleys reserves for contingencies and replacements or, in the discretion of the Board, distributed by the Board to the owners and their mortgagees as their interests may appear, in accordance with Paragraph 2-600. (In the event that The Inns of Waterville Valley is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value, and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild.)

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If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Inns of Waterville Valley and the Association by a vote of eighty percent (80%) of the owners' total voting power does not, within sixty (60) days of the date of such damage or destruction determine to repair, reconstruct, or rebuild, or if The Inns of Waterville Valley is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners by a vote of eighty percent (80%) of their total voting power elect to sell The Inns of Waterville Valley, then the Board shall record at the Grafton County Registry of Deeds a Termination Agreement or Amendment and upon the recording of said notice, The Inns of Waterville Valley, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by the individual owners, and any liens on any condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered condominium unit in accordance with the then existing priorities. Upon the recording of said Termination Agreement or Amendment, the said property shall be subject to a petition by any owner to the Board for its sale and for partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in parts and at one or more sales, upon such terms and conditions as the Board, in its sole discretion, deems in the best interest of the owners and the net proceeds of such sale or sales, together with the net

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proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all the owners in proportion to their respective undivided interests in said property, after first paying out of the share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

- 3-303 Notwithstanding the provisions of Paragraphs 3-301 and 3-302, the unit owners, by a vote of eighty percent (80%) of their total voting power may elect to sell The Inns of Waterville Valley in its damaged condition, in which event a Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

ARTICLE 4, EXTENT OF TIME-SHARE OWNERSHIP AND POSSESSION BY OWNER

- 4-100 Subject to the provisions of this Declaration, each owner shall have the exclusive right to occupy the unit during his use period and, as between owners, to use and enjoy the Common Areas appurtenant to his unit during such of the use periods as are set forth in the deed of his interest.
- 4-200 Each unit owner shall be deemed to have an equal undivided interest in the Common Area in direct proportion to the number of ownership intervals owned by that individual or individuals. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each unit owner may use the Common Area, during his use period or periods, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any condominium Residency Regulations adopted pursuant to said provisions.
- 4-300 Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive use of the

Limited Common Area appurtenant to his unit during his use period or periods. The exclusive use of the Limited Common Area shall not be altered without the consent of all the unit owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

- 4-400 Restrictions Upon Use. No owner shall occupy the unit, or exercise any other rights of ownership in respect to The Inns of Waterville Valley, other than the rights herein provided to him, during any other use period unless expressly so authorized by the owner entitled to occupy the unit during such use period.

ARTICLE 5, OWNER'S OBLIGATION TO REPAIR

- 5-100 Each owner shall keep the unit and all common furnishings in good condition and repair during his use period, vacate the unit promptly at the expiration of his use period, remove all persons and property therefrom, excluding only common furnishings, leave the unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures as may, from time to time, be contained in rules promulgated by the Mnager, if any, or the Board. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishings of utility services or waste removal which are within his condominium unit. In the event that an owner fails to comply with the foregoing, (i) he shall be charged with the expense of accommodating in comparable facilities any owner and/or guest displaced or inconvenienced by said failure; (ii) he shall be assessed a penalty equivalent to \$150 per day for each day of said failure; and (iii) any amounts not paid in connection with (i) and (ii) hereof shall become a lien against the defaulting owner's ownership interval.

ARTICLE 6, PROHIBITION AGAINST CHANGES BY OWNER

- 6-100 No owner shall:
- (a) Make or permit to be made any alteration, improvement, or addition in or to his condominium unit or in or to any other part of The Inns of Waterville Valley.
  - (b) Tamper with any wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Inns of Waterville Valley.

- (c) Impair any easement or right or personal property which is a part of The Inns of Waterville Valley.
- (d) Paint or decorate any portion of the interior or exterior of the building or any other structure in The Inns of Waterville Valley or any Common Area therein.
- (e) Change, in any manner, the interior decor or common furnishings within the unit.

6-101 No unit shall be occupied by more persons than it is reasonably designed to accommodate, and in no event no more than four (4) people in a one-bedroom loft unit, four (4) people in a one-bedroom unit, and eight (8) people in a two-bedroom unit.

#### ARTICLE 7, ENTRY FOR REPAIRS

7-100 The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more unit owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Inns of Waterville Valley. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more unit owners, in which case the negligent unit owner or unit owners shall bear the expense of such repairs.

#### ARTICLE 8, BY-LAWS

8-100 The By-Laws shall be as set forth in Exhibit C attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Grafton County Registry of Deeds.

#### ARTICLE 9, CONVEYANCES

9-100 The sale and leasing and mortgaging of time-share condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:

9-200 The Declarant shall not be required to obtain approval of the Association for the sale or lease of any ownership

interval.

- 9-300 Mortgages. Any unit owner may mortgage his condominium unit. In the event of any default on the part of any unit owner resulting in foreclosure, the sale or other disposition of the unit shall be subject to the provisions of this Declaration, and any purchaser thereof shall take title subject to the provisions of this Declaration.
- 9-400 Transfer by Devise or Descent; Transfers Not by Sale. The transfer of a deceased joint tenant's interest in a condominium unit to the surviving joint tenant or the transfer of a deceased's interest in a condominium unit to a devisee by will or to his heirs-at-law under intestacy laws or any other transfer not by sale shall all be subject to the provisions of this Declaration.
- 9-500 Ownership Intervals. All ownership intervals created by this Declaration shall consist of the right exclusively to occupy a time-share condominium unit, and as between the respective owners to use and enjoy the common areas of The Inns at Waterville Valley and the rights and easements appurtenant thereto during one or more use periods as herein provided, together with the undivided interest in the unit allocated to such use period or periods. No owner shall sell, convey, hypothecate or encumber less than all of his interest in any ownership interval, except that if an owner holds more than one ownership interval he may sell or otherwise transfer individual ownership intervals to separate purchasers. The transfer of any ownership interval shall operate to transfer to the new owner's account the interest of the prior owner in funds in the hands of the Manager, if any, or the Association and in common furnishings without further instrument of transfer and without requiring any action by the Manager or the Association. Funds held by the Manager or the Association shall not be refundable.

ARTICLE 10, MANAGEMENT FEES AND ASSESSMENTS

- 10-100 Management. Management of The Inns of Waterville Valley, maintenance and repair of the units, Common Areas and Common Facilities, acquisition, maintenance, repair and replacement of common furnishings, and administration of the affairs of the owners with respect to the use of The Inns of Waterville Valley, occupancy of the units, and payment of expenses and costs enumerated in this Declaration shall be under the direction and control of a Manager appointed by the Association or the Declarant under the provisions of Article 16 below. The Manager so appointed shall have exclusive possession of the units during maintenance periods and is expressly authorized to do any or all of the following to the extent not inconsistent with directions given by the Association or the Declarant, as the case may be:

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- (a) To repair, maintain, re-paint, remodel, furnish or refurbish the units or any parts thereof; to establish reserves for anticipated costs; to establish a separate escrow account for the acquisition and replacement of common furnishings; and to acquire and pay for materials, supplies, furniture, furnishings, labor or services which the Manager deems necessary or proper for the maintenance and operation of The Inns of Waterville Valley. The Manager shall not, however, make any discretionary capital expenditure which exceeds available reserves by more than Five Thousand (\$5,000.00) Dollars without prior approval of the Board.
- (b) To pay all taxes and assessments, including assessments by the Owner's Association, and other costs or charges affecting The Inns of Waterville Valley, including any and all recreation fees.
- (c) To obtain and pay the costs of electrical, telephone, gas, cable television and other utility services for the units.
- (d) To adopt, from time to time, and enforce reasonable rules relating to the possession, use and enjoyment of the units by the owners.
- (e) To obtain and pay the costs of legal and accounting services necessary or proper in the maintenance and operation of The Inns of Waterville Valley and the enforcement of the Declaration.
- (f) To obtain and pay the costs of all insurance policies provided for in Article 3 of this Declaration.
- (g) To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the units, or to preserve and protect the units or The Inns of Waterville Valley in the event of any emergency.
- (h) To collect, either in advance of disbursement or following disbursement if the Manager advances sums in payment of any of the foregoing, each owner's share of the aforesaid costs and any other amounts properly expended by the Manager; to estimate any such expenditure in advance, and to bill the owners accordingly; and to take proper steps to enforce any owner's obligations hereunder.

10-200 Individual Unit Expenses. Each owner shall pay:

- (a) The cost of long-distance telephone charges, the cost of any special services allocable to the

occupancy of the unit during such owner's use period or periods, the cost to repair any damage to the unit or to repair or replace any property contained therein on account of loss or damage occurring during his use period or periods, and the cost to satisfy any expense to any of the other owners due to any intentional or negligent act or omission of such owner, his family, guests, invitees, tenants or lessees, or resulting from his breach of any provisions of this Declaration.

(b) A share of the following costs and expenses (including such thereof as may be included in any assessment by the Association) which bears the same relationship to the whole as such owner's undivided ownership interest in The Inns of Waterville Valley bears to the entire ownership:

- (1) Real property taxes;
- (2) Insurance premiums for fire and extended coverage insurance, liability insurance and other insurance;
- (3) Amounts necessary to establish proper reserves for the foregoing items;
- (4) Basic telephone charges and cost of utility services and other standard services;
- (5) Cost of ordinary repair and maintenance of the unit, repair, replacement and maintenance of the common furnishings, and acquisition of additional common furnishings.
- (6) Amounts necessary to establish proper reserves for the foregoing items.
- (7) Any amenity fees which are due by the Declarant or the Association to the Waterville Company, Inc.

(c) Other costs and expenses elsewhere herein provided to be paid, including the Manager's compensation.

10-300 Method of Payment. All payments by owners shall be made through the Manager unless the Manager or the Board otherwise direct. The Manager may, in its discretion, advance sums required to pay the obligations of any one or more of the owners or incur obligations within the Manager's authority, notwithstanding the failure of any one or more

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of the owners to provide funds therefor. The Manager may, in its discretion, estimate the amounts to be paid by each owner in advance and provide procedures for the payment thereof in equal, periodic installments or otherwise, and may require additional or supplemental payments or amounts properly payable by the owners in addition to any such estimated payments, and may include any such estimated or supplemental payments provision for payment of the Manager's compensation. Each owner shall pay to the Manager, within ten (10) days after receipt of a statement therefor, the amount of any costs payable by the owner hereunder, including estimated costs and amounts required to establish and maintain reserves authorized hereunder.

- 10-400 Appointment and Compensation of Manager. The Declarant shall have the right to appoint the initial Manager and his or its successors during such time as Declarant has the right to control the Association under the provisions of Article 16 below, and RSA 356-B:6. During the period when the Manager is selected by the Declarant, the Manager shall be entitled to compensation from each owner for its services as Manager in an amount equal to twelve percent (12%) of the amounts payable by such owner pursuant to the terms of this Declaration (excluding therefrom only the Manager's compensation). After the expiration of the Declarant's right to appoint, the Manager shall be appointed by the Board for such period and compensation and under such conditions as the Board shall determine.
- 10-500 Liability of Manager. The Manager shall not be responsible for the acts of conduct of any of the owners, or for the breach of any of the obligations of the Declarant or any of the owners hereunder. The Manager shall not be liable to any owner in the absence of bad faith or negligence, but shall hold the owners harmless from and against any and all claims, expenses, liabilities, demands causes of action, awards or judgments rendered against the Manager or the owners arising out or or in connection with the negligent conduct of the Manager, its officers, employees, or agents.
- 10-600 Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Article 2-702, Article 5, Article 7 and Article 10 hereof, and all other assessments made against him by the Board in accordance with the terms of the Declaration and



By-Laws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46. No owner shall convey, mortgage, sell or lease his condominium unit unless and until he shall have paid in full to the Manager or the Board all such expenses theretofore incurred and sums theretofore assessed by the Manager or the Board against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Manager or the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that condominium unit. Such request shall be in writing and shall be directed to the Manager. The Statement shall be binding on the Association, the Board of Directors, the Manager and every unit owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or other purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.

10-700 The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priorities set forth in RSA 356-B:46, I.

10-800 The maximum annual assessment for each weekly ownership interval shall be set forth in the Sales Agreement pertaining to the unit and shall not be increased until the first anniversary of the date on which a unit owner acquires title. Thereafter, the maximum annual assessment shall be fixed by the Manager for so long as the Declarant shall have the right to control the Unit Owners Association as provided by Article 16-200. After the Declarant shall no longer have the right to control the Association, the maximum annual assessment shall be fixed by a majority vote of the unit owners at a special meeting called for the purpose.

ARTICLE 11, EMINENT DOMAIN

- 11-100 The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of The Inns of Waterville Valley.

ARTICLE 12, WAIVER

- 12-100 The failure of the Board of Manager to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, ~~restriction, or right,~~ but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of Manager of payment of any assessment from a unit owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Manager.

ARTICLE 13, LIABILITY OF THE BOARD

- 13-100 The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith and except as provided for below. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability ~~to others arising out of contracts made by the Board in behalf of The Inns of Waterville Valley unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as unit owners, with respect to any contract made by them on behalf of The Inns of Waterville Valley except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit~~

owners in the Common Area (except that the personal liability of unit owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by Article 3-102.

ARTICLE 14, ENFORCEMENT

- 14-100 Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the unit owners, the Declarant, or in a proper case, by an aggrieved unit owner.

ARTICLE 15, EXPANSION OF THE CONDOMINIUM

- 15-100 Option to Expand Condominium. The Declarant hereby expressly reserves the right, at its sole option, to expand the condominium to include additional land owned by the Declarant or under its control. If additional land is added to the condominium, then it shall be for the purpose of converting additional existing structures and units to be included within a common plan of use and enjoyment under the provisions of this Declaration, or for constructing new units. Declarant's option to expand the condominium shall be unlimited, and the consent of unit owners shall not be required as a condition for the exercise of the option.
- 15-200 Time Limit. The Declarant's option to expand the condominium shall continue for a period not to exceed seven (7) years from the date of recording of this Declaration, upon which latter date this option shall expire and be of no further effect. The Declarant may elect to terminate its option to expand the condominium prior to the expiration of the seven-year time limit by filing a written declaration of termination in the Grafton County Registry of Deeds.
- 15-300 Description of Additional Land. Appended hereto as Exhibit F is a legal description in metes and bounds of all additional land which may, at the option of the Declarant be added to the condominium. "Additional Land" shall be defined as the land described in Exhibit F.

- 15-400 Limitations on Additional Land. The Declarant reserves the right, without limitation, to add portions of the additional land to the Condominium. Declarant shall not be required to add all or any particular portion of the additional land to the condominium.
- 15-500 Phasing of Additional Land. Portions of the additional land may be added to the condominium by the Declarant at different times without limitation with respect to which portions are added or the order in which they are added.
- 15-600 Improvements on Additional Land. There is no assurance as to the location of any improvements that may be made on any portions of the additional land added to the condominium.
- 15-700 Maximum Number of Units. A maximum of one hundred fifty (150) units may be created on the additional land.
- 15-800 Restrictions on Use. All additional land or portions thereof added to the condominium will be restricted exclusively to recreational-residential use.
- 15-801 Construction of Compatible Structures. Any structures created on any portion of the additional land added to the condominium will be compatible with the structure on the land herein submitted to condominium in terms of quality of construction and the principal materials to be used.
- 15-802 Other Improvements. No improvements other than walkways, parking areas and utility services incidental to the construction of other structures are contemplated and, therefore, no assurances are made with regard to improvements on any portion of the additional land.
- 15-803 Construction of Additional Units. No assurances are made that any units created on a portion of the additional land added to the condominium will be substantially identical to the units on the submitted land.
- 15-804 Right to Create Limited Common Areas. Declarant reserves the right to create limited common areas within any portion of the additional land added to the condominium, but there are no assurances that the limited common areas will be similar in type, size or number to the limited common areas on the submitted land.
- 15-900 Procedure for Expansion. All or portions of the additional land may, at the option of the Declarant, be merged with the land herein submitted to the Declaration of Condominium

and therefore benefited by all of the rights conferred and subject to the limitations, restrictions, easements, covenants and conditions of this Declaration as follows:

- (a) Merger shall take place upon the recording by Declarant of an amendment to the Declaration, declaring that the additional land or a portion thereof is subject to the Declaration, together with the recording of site plans and floor plans in accordance with RSA 356-B:16.
- (b) The amendment to the Declaration shall provide that from and after the effective date of merger, the unit owners in each of the merged property shall have equal, undivided interests in the merged common areas and common facilities and shall have non-exclusive use of those common areas and facilities to the same extent and subject to the same limitations as though the merged properties had been developed as one.
- (c) The unit owners in each of the merged properties shall be assessed in accordance with the assessment factors established under this Declaration, treating the merged properties as one with respect to future common profits, expenses and assessments. Notwithstanding the foregoing, however, the unit owners in the newly merged additional land shall not be assessed nor shall they have any obligation with respect to debts, deficits or obligations existing at the effective date of merger. Any common profits or any capital or sinking funds which have accrued prior to merger shall continue to be allocated for the benefit of the condominium to which the additional land is merged.
- (d) The unit owners in each merged property shall have the votes provided for in this Declaration on the basis of one vote for each weekly ownership interval and the total vote shall be the total of all the votes attributable to the time-share ownership intervals in the merged properties.
- (e) At the annual meeting of the unit owners next following a merger and at all subsequent meetings, the Board to be elected shall govern all of the merged properties pursuant to the terms of the Declaration.
- (f) For purposes of interpretation, each of the properties after merger shall be treated as part of a time-share condominium project developed as a whole from the beginning and construed under one Declaration. It is the purpose of the Declarant to pro-

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vide that from the date of merger or mergers all of the property subject to this Declaration shall be treated as though it had been developed as a single, undivided project.

15-901 Easements to Facilitate Different Property Uses. For the purpose of integrating the use of the submitted land with the additional land which may or may not be added to the Condominium, the Declarant hereby establishes easements, restrictions, and servitudes as follows:

- (a) The unit owners shall have non-exclusive access to the use of all areas designated as common lands or common areas, except where designated as "limited common areas."
- (b) Declarant expressly reserves all rights not specifically granted to the unit owners with respect to any portion of the additional land which is not subsequently added to this Condominium.
- (c) Declarant expressly reserves non-exclusive rights of access to and use of those portions of the parking areas not restricted as limited common areas, drives, green areas and such other facilities as are used by the owners in common. This reservation of the right of access and use shall be for the benefit of the additional land of Declarant and shall include the right to grant access and use rights to patrons of other inns owned by the Declarant.
- (d) Declarant expressly reserves the right to grant non-exclusive access and use privileges with respect to the additional land, as more particularly described in Exhibit F.

ARTICLE 16, CREATION OF UNIT OWNERS ASSOCIATION

16-100 Simultaneously with the recording of this Declaration, Declarant shall record Articles of Agreement and By-Laws, creating a Unit Owners Association in accordance with Exhibits B and C appended hereto.

16-200 Control by the Declarant. The Declarant shall have the right to appoint the Board of Directors of the Association and to exercise the powers and responsibilities assigned by the condominium instruments and by RSA 356-B to the Unit Owners Association, the officers or the board of directors,

either directly or through its appointed Manager. The right to control herein reserved to the Declarant shall continue for a period of five (5) years from the date of recording of this Declaration, or until ownership intervals representing seventy-five percent (75%) of the undivided interests in the common areas have been conveyed, whichever occurs first. The Declarant shall, during this period, have the right to appoint the Manager and exercise all functions of the Board or the Association as provided in RSA 356-B:36.

ARTICLE 17, EXCHANGE PROGRAM

17-100 Declarant intends, but does not promise to, apply for membership in various exchange programs. The purpose of membership in these programs is to permit the members of The Inns at Waterville Valley Association to exchange their weekly use period for another weekly use period at other participating resorts. If Declarant obtains such membership, then each member of the Association shall be eligible for membership in the exchange program upon payment of an annual or monthly fee. Such a program shall be completely voluntary and no member of the Association shall be required to participate in the exchange program.

ARTICLE 18, NOTICES

18-100 All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States mail, return receipt requested, to the Board, Waterville Valley, New Hampshire, or to such other address as the Board may designate from time to time by notice in writing to all unit owners. All such notices to unit owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 19, SEVERABILITY

19-100 The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

ARTICLE 20, GENDER

20-100 The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular

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shall be deemed to include the plural, whenever the context so requires.

ARTICLE 21, INTERPRETATION

21-100 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 22, AMENDMENT

22-100 Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of three-fourths (3/4) or more of the total voting power of all unit owners, cast in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Grafton County Registry of Deeds.

IN WITNESS WHEREOF, Waterville Timeshare Group, by its Managing Partner, duly authorized, has executed this Declaration the day and year first above written.

WATERVILLE TIMESHARE GROUP

By Ludtke Associates, Inc.  
its Managing Partner,  
duly authorized

Stephen M. Duprey  
Witness

By Judith A. [Signature], President

THE STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 1982, by Ludtke Associates, Inc. Managing Partner of Waterville Timeshare Group, a New Hampshire partnership, on behalf of the partnership.

Stephen M. Duprey  
Justice of the Peace Notary Public



The Trustees of Columbia University in the City of New York, a New York corporation having an office at 225 Broadway, New York, New York 10017, holder of a mortgage lien on all of the premises described in Exhibit A hereto, conveyed by mortgage deed of Waterville Timeshare Group, dated July 9, 1981, recorded Grafton County Registry of Deeds at Book 1424, Pages 233 & seq., joins herein for the purpose of assenting to recordation of the attached Declaration and to the legal effect and operation thereof, provided, however, that until separately released by appropriate instrument hereafter, each of the within units, and the common area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

WITNESS: The Trustees of Columbia University in the City of New York

N. Allen Taylor  
N. Allen Taylor  
Mortgage Servicing Officer

By [Signature]  
Its Vice President for Investments duly authorized

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 15th day of December, 1981, before me, personally appeared Ronald L. Rayevich, who acknowledged himself to be the Vice President of Investments, of Columbia University in the City of New York, and that he, as such, Vice President for Investments, being authorized to do, executed the foregoing instrument for the purposes therein contained.

Kathleen M. Sharkey  
Justice of the Peace/Notary Public

KATHLEEN M. SHARKEY  
Notary Public, State of New York  
No. 31-4723109  
Qualified in New York County  
Commission Expires March 30, 1982

