

MERRIMACK COUNTY RECORDS *Kathi L. Guay* CPO, Register

Please Return to:

*D'Amato Cousin & Assoc.
PO Box 2650
CONCORD, NH 03302-2650*

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**DUNDEE LAND CONDOMINIUM
OWNERS ASSOCIATION
BYLAWS**

DUNDEE LAND CONDOMINIUM
OWNERS' ASSOCIATION

BYLAWS

ARTICLE I

LAND CONDOMINIUM

1.1 Purpose. This Condominium is a Land Condominium. The administration of the Condominium shall be governed by these Bylaws (these "Bylaws") which are annexed to the Declaration of the DUNDEE LAND CONDOMINIUM and are made a part thereof, and all present and future holders of fee ownership in any Condominium Unit in the Condominium shall be members of the Unit Owners' Association of the Dundee Land Condominium, which is a "condominium management association" organized and operated to provide for the management, maintenance and care of an "Association Condominium" as those terms are defined in Section 528 of the Internal Revenue Code.

1.2 Definitions. Capitalized terms shall have the definition set forth herein, and if not set forth herein shall have the definition set forth in the Declaration, and if not set forth herein or in the Declaration shall have the definition set forth in the Condominium Act.

1.3 Applicability. All present and future Unit Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other party who shall use the facilities of the Condominium, shall be subject to these Bylaws and to the Condominium Instruments. The acceptance of a deed of conveyance, the entering into a lease, or the act of occupancy of a Condominium Unit or any other portion of the Condominium, shall constitute an acknowledgment that such Unit Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Condominium Instruments and will comply with them. If there is any conflict between the provisions of the Bylaws and the Declaration, the Declaration shall control.

1.4 Office. The office of the Condominium and of the Unit Owners' Association shall be located at 9 Triangle Park Drive, P.O. Box 1750, Concord, New Hampshire 03302-1750, or at such other place as may be designated from time to time by the Unit Owners' Association.

ARTICLE II

UNIT OWNERS' ASSOCIATION

2.1 Composition and Duties. All of the Unit Owners, acting as a group in accordance with the Condominium Act and the Condominium Instruments, shall constitute the "Unit Owners' Association", which shall have the responsibility of administering the Condominium, arranging for the management of the Condominium, establishing the means and methods of collecting any funds to be collected with regard to the Condominium and performing all of the acts that may be required to be performed by the Unit Owners' Association, all in accordance with the Condominium Act and the Condominium Instruments.

2.2 Voting. Each Condominium Unit shall be entitled to cast the number of votes in the Unit Owners' Association equal to such Condominium Unit's Proportionate Share. Except as otherwise specifically set forth in the Condominium Instruments, a vote of one hundred percent (100%) of the Unit Owners is required to adopt decisions of the Unit Owners' Association.

2.3 Action Without Meeting. Any action by the Unit Owners' Association required or permitted to be taken pursuant to the Condominium Act and/or Condominium Instruments may be taken without a meeting if all of the members of the Unit Owners' Association shall consent in writing to such action without a meeting in the vote.

2.4 Notice of Meeting. Any Unit Owner may call a meeting of the Unit Owners' Association by delivering written notice pursuant to the notice requirements set forth herein of a meeting of the Unit Owners, at least twenty-one (21) Days in advance of such meeting, stating the purpose thereof as well as the time when it is to be held, to each Unit Owner at the address of each of their respective Condominium Units or at such other address as a Unit Owner may have designated by notice in writing to the Unit Owners' Association; provided, however, that no Unit Owner shall be entitled to call more than two (2) meetings during any twelve (12) month period, except in the case of an emergency. No decisions shall be made or any action taken at a meeting except as stated in the written notice regarding the purpose of the meeting.

2.5 Place of Meeting. Meetings of the Unit Owners' Association shall be held at the office of the Condominium or at such other suitable place as may be designated by the Unit Owners' Association.

2.6 Proxies. The votes appertaining to any Condominium Unit may be cast at any meeting by such Unit Owner pursuant to a proxy or proxies executed by such Unit Owner, with such signature notarized in accordance with applicable law. Such proxy or proxies may be acted upon by such Unit Owner by the physical presence of the proxy holder or by delivery of such proxy or proxies in writing to the office of the Condominium prior to the date of the meeting.

2.7 Conduct of Meeting and Quorum. Actions of the Unit Owners' Association shall be taken in accordance with Section 2.2 of these Bylaws. In the event that any Unit Owner fails to either attend any duly-noticed meeting or deliver a written proxy therefor, such Unit Owner shall not have the right to vote at such meeting, and in such event any decision made or action taken at such meeting shall be taken upon the vote of one hundred percent (100%) of the Unit Owners represented at such meeting.

2.8 Records of Condominium. The Unit Owners' Association shall (a) maintain records of all notices, minutes, proceedings of such meetings and votes adopted at such meetings and (b) maintain records of the receipts and expenditures of the Unit Owners' Association and the administration of the Condominium. The Unit Owners' Association shall maintain all such records at the office of the Condominium, and all such records shall be available for examination by the Unit Owners and their duly authorized agents, during general business hours on no less than three (3) Days written notice to the Unit Owners' Association.

2.9 Compensation. The Unit Owners' Association shall not receive any compensation from the Unit Owners or the Condominium for acting as such.

2.10 Telephone Conference. Notwithstanding any provision of the Condominium Instruments to the contrary (i) the Unit Owners may participate in a meeting through the use of conference telephone or similar communications equipment so long as all Unit Owners participating in such meeting can hear one another, and (ii) participation in a meeting pursuant to this section shall constitute presence in person at a meeting.

ARTICLE III

OPERATION OF THE CONDOMINIUM

3.1 Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1st of each year and terminating on December 31st of the same year, except that the first fiscal year shall begin on the date of recording of the Condominium Instruments and terminate on December 31st of that same year.

3.2 Annual Budget. Each year the Unit Owners' Association shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Shared Expenses for the upcoming fiscal year (the "Budget"). The Unit Owners' Association shall deliver to each Unit Owner a copy of the Budget, in a reasonably itemized form, at least twenty (20) days in advance of the fiscal year to which the Budget applies. The Budget shall constitute an estimate by the Unit Owners' Association to determine each Unit Owner's Proportionate Share for the Shared Expenses of the Condominium for such fiscal year; provided, however, that each of the Unit Owner's acknowledge and agree that the Unit Owners shall be responsible for the Shared Expenses of the Condominium regardless of the amount estimated in the Budget and/or whether a Budget is issued for any fiscal year. In the event that a Budget is not issued for any fiscal year, the Budget for the previous fiscal year shall be considered to be the Budget for the then-current fiscal year.

3.3 Payment of Proportionate Share. Each Unit Owner shall be responsible to pay its Proportionate Share of any Shared Expenses within thirty (30) Days of receipt of an invoice for such Shared Expenses from the Unit Owners' Association or the Unit Owner performing such work as set forth in the Condominium Instruments. The Unit Owners' Association may elect to collect each Unit Owner's Proportionate Share for any fiscal year in equal monthly installments, each such installment to be due and payable in advance on the first day of each month commencing on the first day of such fiscal year, by electing for such monthly payments in the delivery of the Budget for such fiscal year. If the Unit Owners' Association elects such monthly payments, then within ninety (90) days after the end of each fiscal year, the Unit Owners' Association shall deliver to all Unit Owners an itemized income and expense statement. The amount accumulated in excess of the amount required for the Shared Expenses for such fiscal year shall either be rebated to the Unit Owners in accordance with each Unit Owner's Proportionate Share or credited to the next payment due from the Unit Owners.

3.4 Operating Reserve. Within thirty (30) Days of the recording of the Condominium Instruments, each Unit Owner shall pay to the Unit Owners' Association its Proportionate Share

of Five Thousand Dollars (\$5,000) as an initial assessment of the Unit Owners (the "Operating Reserve"). The Unit Owners' Association may utilize the Operating Reserve for the payment of any Shared Expenses but shall maintain the amount of the Operating Reserve annually, such that in the event that the Operating Reserve falls below the initial assessment amount, the Budget shall allocate funds to bring the Operating Reserve to the initial assessment amount during each fiscal year. Upon each Unit Owner's payment into the Operating Reserve, the Operating Reserve shall become the property of the Unit Owners' Association, and no Unit Owner shall be entitled to a reimbursement of the Operating Reserve upon a sale or other transfer of such Condominium Unit.

ARTICLE IV

MORTGAGES

4.1 Notice to Unit Owners' Association. Any Unit Owner who places a Mortgage (as hereinafter defined) on its Condominium Unit shall deliver written notice to the Unit Owners' Association of the name and address of such Mortgagee (as hereinafter defined).

4.2 Notice to Mortgagee. The Unit Owners' Association shall send a copy of any written notice delivered to any Unit Owner to any Mortgagee holding a Mortgage on such Unit Owner's Condominium Unit whose name and address has been furnished to the Unit Owners' Association.

4.3 Mortgage and Mortgagee. "Mortgage" shall mean a mortgage, deed of trust, trust indenture or other security instrument of record creating an interest in or affecting title to a Condominium Unit or any part thereof, and any and all renewals, modifications or extensions of any such instrument. "Mortgagee" shall mean any holder of a Mortgage.

ARTICLE V

MISCELLANEOUS

5.1 Limitation of Liability. In no event shall any of the individual persons comprising a Unit Owner and/or the Unit Owners' Association, including without limitation any members, partners, shareholders, officers, directors, trustees or beneficiaries, ever be personally liable under any term, condition, covenant, obligation or agreement, express or implied, in the Condominium Instruments, or for any claim and/or judgment of damage or cause at law or in equity arising out of, or in connection with, any Condominium Unit, the Condominium and/or the Condominium Instruments.

5.2 Notice. Any notice required or permitted to be given under the Condominium Instruments must be in writing and shall be deemed duly served if sent by personal delivery and receipted for, sent by nationally recognized overnight courier service, or mailed by registered or certified mail, return receipt requested, addressed to the then designated address of such party intended for delivery in accordance with the provisions for notice address set forth herein. Upon the purchase of a Condominium Unit, the Unit Owner purchasing such Condominium Unit shall deliver its name and address for notice to (a) the Unit Owners' Association and (ii) the other Unit Owners, and such name and address shall be the name and address for notices for such party.

Each Unit Owner and the Unit Owners' Association shall have the right to change its address to any other address within the United States of America upon ten (10) Days' written notice to (a)

the Unit Owners' Association and (ii) the other Unit Owners, and upon delivery of such written notice such address shall thereafter be the address for notices for such party.

5.3 Estoppel Certificate. With regard to any estoppel certificate issued by the Unit Owners' Association pursuant to Section 12.4 of the Declaration, upon receipt of notice for such estoppel certificate the Unit Owners' Association shall deliver written notice to the Unit Owners of such notice and a copy of the estoppel certificate to be issued by the Unit Owners' Association. In the event that any Unit Owner objects to the contents of such estoppel certificate, the objecting Unit Owner shall notify the Unit Owners' Association of such objection in writing within five (5) Days of receipt of such notice. In the event that no Unit Owner objects to such estoppel certificate, such estoppel certificate may be issued and executed by any Unit Owner acting alone on behalf of the Unit Owners' Association and shall be binding on the Unit Owners' Association and the Unit Owners, and any acquiring party and/or mortgagee of such Condominium Unit shall have the right to rely on such estoppel certificate.

5.4 Severability. Invalidation of any of the provisions contained in the Condominium Instruments, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect to the extent permitted by law. The provisions of the Condominium Instruments are severable so that if any provision, condition, covenant, or restriction thereof 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 thereof is determined by law to be void, voidable or unenforceable as being contrary to any applicable law or ordinance, then 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 the Condominium Instruments thereby operating to validate the provisions which otherwise might be invalid.

5.5 Unavoidable Delays. In any case where any party hereto is obligated to perform or do any act (other than make a payment of money), delays caused by or resulting from Unavoidable Delays (as hereinafter defined) shall not be counted in determining the time during which such work shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", nor shall a failure to perform as aforesaid cause such party to be adjudged in default hereunder, but in any such event the time for performance shall be extended until the event causing such Unavoidable Delay has ceased to exist and for a reasonable period of time thereafter. Financial inability shall not be included within the scope of the term Unavoidable Delays and is expressly excluded as a cause for delay in performance. The term "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, emergency acts, war, civil commotion, orders or regulations of any governmental authority, unavoidable casualty or other causes beyond the reasonable control of any reasonable party.

5.6 No Waiver. The failure of any Unit Owner or the Unit Owners' Association to insist upon strict performance of any of the terms, covenants or conditions of the Condominium Instruments shall not be deemed a waiver of any rights or remedies which such party may have

thereunder, at law or in equity, and shall not be deemed a waiver of any subsequent default in any of such terms, covenants or conditions. No waiver by any Unit Owner or the Unit Owners' Association of any default under the Condominium Instruments shall be effective or binding on

such waiving party unless made in writing by such waiving party and no such waiver shall be implied from any omission by a party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express written waiver. One or more written waivers of any default under any provision of the Condominium Instruments shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other terms or provisions contained in the Condominium Instruments.

5.7 Applicable Law and Construction. The Condominium Instruments shall be governed under the laws of the State of New Hampshire. The Unit Owners, the Unit Owners' Association and the Declarant shall not be deemed, in any way or for any purpose, to have become, by the execution of any or all of the Condominium Instruments, or any action taken thereunder, a partner, member, joint venturer or in any way a member of any enterprise with any other Unit Owner, the Unit Owners' Association or the Declarant.

5.8 Captions and Headings. The captions and headings herein are included only for convenience of reference, and shall be disregarded in the construction and interpretation of these Bylaws. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of these Bylaws.

5.9 Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.

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IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed by its duly authorized officer as of the 29th day of January, 2018.

DECLARANT:

Dundee Investment Associates, LLC

Kristin C. Headley
Witness

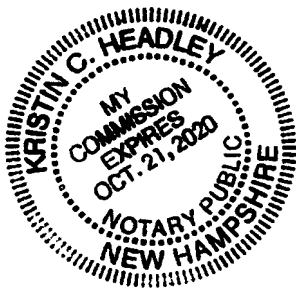
By: Richard D'Amato
Name: Richard D'Amato
Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 20th day of January, 2018, by Richard D'Amato, the Manager of Dundee Investment Associates, LLC for the purposes contained herein.

NOTARY SEAL

Kristin C. Headley
Notary Public/Justice of the Peace
My commission expires: 10/21/2020



MERRIMACK COUNTY RECORDS *Kathi L. Guay*, CPO, Register

Please Return to:

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*D'Amante Casa Bellera + Assoc
PO Box 2650
Concord, NH 03302-2650*

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**DECLARATION
OF
DUNDEE LAND CONDOMINIUM**

MCFD

DECLARATION OF
DUNDEE LAND CONDOMINIUM

THIS DECLARATION OF THE DUNDEE LAND CONDOMINIUM (this “Declaration”) is made this the 29th day of January, 2018 by Dundee Investment Associates, LLC, a New Hampshire limited liability company having a principal place of business at 9 Triangle Park Drive, Concord, County of Merrimack, State of New Hampshire 03302-1750 (the “Declarant”), for the purpose of submitting the lands herein described in Exhibit A attached hereto, together with any buildings hereafter constructed thereon and all improvements heretofore or hereafter constructed thereon, and subject to and with the benefit of all easements, rights and appurtenances thereto on record at the Merrimack County Registry of Deeds, to the Condominium form of ownership and use in the manner provided by New Hampshire Revised Statutes Annotated, Chapter 356-B (the “Condominium Act”).

WHEREAS, the Declarant owns a certain tract of land located on Loudon Road in the City of Concord, County of Merrimack, State of New Hampshire, consisting of 4.608 acres, more or less, more particularly described in Exhibit A attached hereto (the “Premises”); and

WHEREAS, the Declarant intends to create a multi-unit commercial Land Condominium on the Premises consisting of said 4.608 acres, more or less, to be initially divided into three (3) Land Condominium Units as hereinafter set forth; and

WHEREAS, the Declarant initially establishes three (3) Land Condominium Units as shown on the plan entitled “Non-Residential Condominium Plan, Dundee Investment Associates, LLC, Map 111E Block 1 Lot 3, 285, 287 & 289 Loudon Road, Concord, New Hampshire, Merrimack County” prepared by Keach-Nordstrom Associates, Inc. and dated June 29, 2017, revised through December 21, 2017 (the “Condominium Plan”), to be recorded herewith; and

WHEREAS, the three (3) Land Condominium Units are set forth herein in Exhibits B-1, B-2 and B-3 attached hereto, as follows:

- Unit 1 - Exhibit B-1 (“Unit 1”)
- Unit 2 - Exhibit B-2 (“Unit 2”)
- Unit 3 - Exhibit B-3 (“Unit 3”)

(each a “Condominium Unit” and collectively the “Condominium Units”); and

WHEREAS, it is the intention of the Declarant that the Unit Owners (as hereinafter defined) will develop and operate each of their respective Condominium Units in conjunction with each other as set forth herein with regard to the covenants, agreements, easements in, to, over, and across the respective Condominium Units, and other terms and conditions as are set forth in this Declaration.

NOW THEREFORE, the Declarant hereby declares that the Premises, including all of the buildings and improvements to be located thereon, and all easements, rights and appurtenances belonging thereto, are hereby submitted to the provisions of the Condominium Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the terms and conditions of this Declaration which are intended to enhance and protect the value and desirability of the Condominium as a whole and to mutually benefit each of the Condominium Units and their respective Unit Owners.

ARTICLE I

DEFINITIONS

As used herein, the following terms shall mean:

1.1 Bylaws. "Bylaws" shall mean the Bylaws of the Condominium recorded herewith.

1.2 Center. "Center" shall refer to the Condominium and all of the Condominium Units together.

1.3 Common Area. "Common Area" shall refer to the portions of the Condominium, if any, designated as the Common Area on the Condominium Plan. The Condominium Plan recorded herewith shall not include any Common Area.

1.4 Common Sign. "Common Sign" shall mean the common pylon/monument sign to be erected where generally indicated as the "Proposed Monument Sign" on the Condominium Plan for the benefit of the Center in the maximum size allowed by applicable law. The Common Sign has been approved by the applicable governmental authorities and shall be no less than twenty (20) feet tall and eleven (11) feet wide.

1.5 Condominium. "Condominium" shall mean the Dundee Land Condominium created by this Declaration, referring to the three (3) Land Condominium Units created pursuant to this Declaration and any interests therein lawfully submitted to the Condominium Act by the recording of the Condominium Instruments pursuant to the Condominium Act and initially including Unit 1, Unit 2 and Unit 3 of the Condominium.

1.6 Condominium Instruments. "Condominium Instruments" is a collective term referring to this Declaration, the Bylaws, the Condominium Plan, the building plans for any buildings constructed within a Condominium Unit at any time represented by building elevation plans recorded after the completion of a building within the Condominium (if so recorded pursuant to the provisions of the Condominium Act), provided that a Unit Owner may create new or modified building plans for its Condominium Unit so long as such Unit Owner obtains all necessary governmental approvals, such new or modified building plans comply with this

Declaration, and such new or modified building plans do not impact any then-existing governmental approvals of the other Condominium Units, and any and all amendments thereto and plans related thereto. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded therewith shall also be deemed a part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of recording of such amendment or certification, also be deemed a part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Condominium Act and the then-existing Condominium Instruments.

1.7 Days. “Days” shall mean calendar days unless modified by the word “Business” in which case said term shall include all days except Saturdays, Sundays, and legal holidays of the State of New Hampshire as set forth under New Hampshire law.

1.8 Declarant. “Declarant” shall mean all persons who execute this Declaration or on whose behalf this Declaration is executed. In the event that a successor Declarant is named in accordance with this Declaration and the Condominium Act, such successor Declarant shall become the Declarant under this Declaration and the Condominium Act, and the predecessor Declarant shall cease to be a Declarant hereunder.

1.9 Shared Expenses. “Shared Expenses” shall mean all expenditures lawfully made or incurred pursuant to the provisions of the Condominium Instruments as expenses to be shared by the Unit Owners, including without limitation with regard to the Sub-Surface Detention Area, Common Sign, Critical Access Drives, Right-In and Unit Owners’ Association insurance.

1.10 Unit Owner. “Unit Owner” shall mean the owner of each Condominium Unit and their respective successors and assigns who become the Unit Owner of any Condominium Unit, and “Unit Owners” shall mean all of them together. Each Unit Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to its Condominium Unit which accrue during the period of such ownership. Upon a transfer of ownership of any Unit, the transferring Unit Owner shall be released from the obligations of this Declaration as of the effective date of such transfer. A Unit Owner transferring its Condominium Unit shall give written notice to all other Unit Owners and the Unit Owners’ Association of such transfer and shall include therein the name and address of the new Unit Owner. The Unit Owner of Unit 1 shall be referred to herein as “Unit Owner 1”. The Unit Owner of Unit 2 shall be referred to herein as “Unit Owner 2”. The Unit Owner of Unit 3 shall be referred to herein as “Unit Owner 3”.

1.11 Unit Owners’ Association. “Unit Owners’ Association” shall mean the entity composed of all of the Unit Owners as more particularly set forth in the Bylaws.

1.12 Utility Lines. “Utility Lines” shall mean those facilities and systems for the transmission and/or service of utility services, including without limitation water, gas, electrical, telephone, communication, cable, internet, sanitary sewers, storm drains, drainage and the passage, flow and/or storage of drainage water, and the Sub-Surface Detention Area (defined in Section 4.4(ii) herein).

1.13 Utility Plan. "Utility Plan" shall mean that certain plan set forth in the Rules and Regulations of the Condominium.

ARTICLE II

NAME, LOCATION AND DESCRIPTION OF CONDOMINIUM

The name of the Condominium is the Dundee Land Condominium (the "Condominium"). The Condominium is located on Loudon Road, in the City of Concord, County of Merrimack, State of New Hampshire. A legal description of the land submitted to the Condominium is contained in Exhibit A attached hereto, which initially establishes three (3) Land Condominium Units as set forth on the Condominium Plan and described herein in Exhibits B-1, B-2 and B-3 attached hereto.

ARTICLE III

CONDOMINIUM UNITS

Each of the Condominium Units is hereby declared to be held by its Unit Owner in fee simple, and may be owned, improved, occupied, conveyed, transferred, leased, mortgaged, encumbered, inherited, devised or otherwise utilized in the same manner as any other parcel of real property, independent of the other Condominium Units, provided, however, that such Condominium Unit shall, at all times, be subject to the provisions of the Condominium Instruments. Each Condominium Unit extends from the center of the earth to the outer reaches of space. Each Unit Owner shall pay, on or prior to the due date, all taxes and assessments with respect to its Condominium Unit, including without limitation any building(s) and other improvements located thereon and any personal property taxes regarding fixtures and/or personal property located thereon, provided that if such taxes or assessments or any part thereof may be paid in installments, the Unit Owner may pay each such installment as and when the same becomes due and payable. Nothing contained in this Article III shall prevent any Unit Owner from contesting at its sole cost and expense any such taxes and assessments with respect to its Condominium Unit, so long as such contest is maintained in accordance with applicable law. At the time such contest is concluded (including without limitation any applicable appeals), the contesting Unit Owner shall pay on or before the due date all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

ARTICLE IV

EASEMENTS

The Condominium, the Condominium Units, and the Unit Owners shall have the benefit of and be subject to the following easements, and the easements herein granted shall be appurtenant to and for the benefit of each Condominium Unit:

4.1 Access.

i. Access Easement. A perpetual, non-exclusive easement from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, over and across the driveways and walkways located on each Condominium Unit, for the purpose of vehicular (including delivery tractor trailers) and pedestrian ingress, egress and access between and among the Condominium Units and the public roads. Each Unit Owner may freely alter the driveways and walkways on such Unit Owner's Condominium Unit, at such Unit Owner's sole cost and expense (except for the Critical Access Drives and Right In, as hereinafter defined), provided that each Unit Owner shall maintain commercially reasonable access between and among the Condominium Units and the public roads, subject to applicable laws.

ii. Critical Access Drives. The Critical Access Drives are defined as the portions of the driveways as set forth in the Rules and Regulations of the Condominium (the "Critical Access Drives"). The Unit Owner of Unit 2 shall not materially alter, obstruct or relocate all or any portion of the Critical Access Drives located on Unit 2 without the prior written consent of all Unit Owners, in each Unit Owner's sole discretion. The Unit Owner of Unit 3 shall not materially alter, obstruct or relocate all or any portion of the Critical Access Drives located on Unit 3 without the prior written consent of all Unit Owners, in each Unit Owner's sole discretion. Each Unit Owner shall maintain commercially reasonable access between and among the Critical Access Drives located on such Unit Owner's Condominium Unit and the public roads.

iii. Right In. The Right In shall be defined as the right in access point from Loudon Road to the Condominium as set forth in the Rules and Regulations of the Condominium (the "Right In"). No Unit Owner shall materially alter, obstruct or relocate all or any portion of the Right In without the prior written consent of all Unit Owners, in each Unit Owner's sole discretion. The Unit Owner of Condominium Unit 1 shall maintain commercially reasonable access between and among the Right In to the Condominium and the Condominium Units.

4.2 Visibility. A perpetual, non-exclusive easement from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, over and across each Condominium Unit, for the purpose of maintaining the visibility of the building and signage located on each Condominium Unit, whereby the portion of each Condominium Unit set forth as the No-Build Area set forth in the Rules and Regulations of the Condominium (the "No-Build Area") shall be restricted against future construction of or use for any above ground improvements other than curbs, light poles, paving, parking, sidewalks, signage, landscaping and street signage.

4.3 Utilities. Perpetual, non-exclusive easements from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, in, to, over, under, along and across each Condominium Unit, for the purposes of installing, using, operating, maintaining, repairing and replacing Utility Lines to provide utility services to each Condominium Unit and to the Common Sign. The initial location of the Utility Lines on each Condominium Unit shall be as set forth on the Utility Plan (the "Initial

Utility Lines”). Each Unit Owner shall have the right to approve any material change in the location of any future Utility Line(s) installed on such Unit Owner’s Condominium Unit after installation of the Initial Utility Lines, which approval shall (i) not be unreasonably withheld, conditioned or delayed and (ii) be deemed approved if a written response from such Unit Owner is not received within ten (10) Days after written delivery of such request.

4.4 Sub-Surface Detention Area.

- i. Sub-Surface Detention Area Easement. Perpetual, non-exclusive easements from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, in, to, over, under, along and across the Sub-Surface Detention Area (as hereinafter defined) and any other portions of each Condominium Unit as may be reasonably necessary to connect to the Sub-Surface Detention Area, for the purposes of using, maintaining, repairing and replacing storm water pipes, connections and related improvements connecting each Condominium Unit to storm drainage pipes and the Sub-Surface Detention Area, together with the right of inflow into and outflow out of such storm water detention facilities serving the Condominium and the Condominium Units.
- ii. Sub-Surface Detention Area. The Sub-Surface Detention Area shall be defined as the drainage system described as the “Proposed Underground Filtration System” (the “Filtration System”) as set forth on the Utility Plan and any and all Utility Lines and other improvements serving such Filtration System, including without limitation any and all pipes and other connections between and among the Filtration System and such Utility Lines and other improvements serving such Filtration System. The initial location of the Sub-Surface Detention Area on each Condominium Unit shall be as set forth on the Utility Plan (the “Initial Sub-Surface Detention Area”). Each Unit Owner shall have the right to approve any material change in the location of any future Sub-Surface Detention Area installed on such Unit Owner’s Condominium Unit after installation of the Initial Sub-Surface Detention Area, which approval shall (i) not be unreasonably withheld, conditioned or delayed and (ii) be deemed approved if a written response from such Unit Owner is not received within ten (10) Days after written delivery of such request.

4.5 Drainage. Perpetual, non-exclusive easements from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, in, to, over, under, along and across each Condominium Unit, for the purpose of storm flow, drainage and/or water runoff from each Condominium Unit to each and all other Condominium Units; provided, however, such runoff shall not cause unreasonable flooding or standing water on any Condominium Unit. No Unit Owner shall alter the surface of its Condominium Unit if such alteration would materially increase the flow, drainage and/or runoff of surface water onto any other Condominium Unit and/or cause unreasonable flooding or standing water on any other Condominium Unit.

4.6 Signage.

- i. Common Sign. Perpetual, non-exclusive easements from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other Condominium Units and Unit Owners, in, to, over, under, along and across each Condominium Unit for the purposes of installing, using, maintaining, repairing and replacing the Common Sign and any Utility Lines serving the Common Sign. Unit 1, Unit 2 and Unit 3 shall each have an easement with regard to each Condominium Unit's panel on the Common Sign as more particularly set forth below in this Section 4.6.
- ii. Unit 1. A perpetual, exclusive easement for the benefit of Unit 1 for the purposes of installing, using, maintaining, repairing and replacing a two-sided, graphic sign panel, in the top position, on the Common Sign (the "Unit 1 Sign Panel"). The Unit 1 Sign Panel shall consist of the entire top panel of the Common Sign, with dimensions no less than 8.0 feet wide by 18.8 inches high. In the event any additional common sign(s) are erected for the benefit of the Center at any time, Unit 1 shall thereafter hold a perpetual, exclusive easement for the benefit of Unit 1 for the purposes of installing, using, maintaining, repairing and replacing a two-sided, graphic sign panel, in the top position, on such additional and/or replacement common sign(s) (except as set forth in Section 4.6(iv)).
- iii. Unit 2 and Unit 3. Perpetual, exclusive easements for the benefit of Unit 2 and Unit 3 for the purposes of installing, using, maintaining, repairing and replacing two-sided, graphic sign panel(s) on all positions except the top position on the Common Sign. In the event any additional common sign(s) are erected for the benefit of the Center at any time, Unit 2 and Unit 3 shall thereafter hold perpetual, exclusive easements for the benefit of Unit 2 and Unit 3 for the purposes of installing, using, maintaining, repairing and replacing two-sided, graphic sign panel(s) on all positions except the top position, on such additional and/or replacement common sign(s) (except as set forth in Section 4.6(iv)).
- iv. Unit 1 - Additional Sign. In the event that Unit Owner 1 obtains the right to erect an additional pylon or monument sign on Unit 1, then Unit Owner 1 may elect (at Unit Owner 1's sole election) to either (i) install an exclusive pylon or monument sign on Unit 1 and Unit Owner 1 shall no longer have the right to install a sign panel on the Common Sign or (ii) install a shared pylon sign on Unit 1 and grant to Unit Owner 2 and Unit Owner 3 the right to install the same number of sign panels as such Unit Owners have on the Common Sign on such new shared signage below Unit 1's sign panel, and the Unit Owner 1 thereby retains the right to install the largest sign panel in the highest position of any such new shared signage, in the same proportions as are then currently in place on the existing Common Sign.

4.7 Parking. There shall be a non-exclusive parking easement throughout the Center from each Condominium Unit and Unit Owner to and for the benefit of each and all of the other

Condominium Units and Unit Owners.

4.8 Construction.

- i. Unit 1. A non-exclusive temporary construction easement and right-of-way from Unit 2 and Unit 3 for the benefit of Unit 1 to the extent needed in accordance with good construction practices, but only during a period of construction on Unit 1, on, over, across and through Unit 2, Unit 3 and the Center for the purpose of providing a temporary means of access for construction vehicles to and from Unit 1, for the purpose of facilitating construction on Unit 1. All construction activities undertaken by Unit Owner 1 shall be conducted so as to minimize interference with the business activities conducted in Unit 2, Unit 3 and the Center.
- ii. Unit 2 and Unit 3. A non-exclusive temporary construction easement and right-of-way from Unit 1 for the benefit of Unit 2 and Unit 3 to the extent needed in accordance with good construction practices, but only during the performance of the initial construction work on the Center and/or the installation, maintenance and repair of the Sub-Surface Detention Area, other utilities, or portions of the parking field for Unit 2 situated on Unit 1, on, over, across and through the reasonable portions of Unit 1 and the Center for the purpose of constructing the initial site work at the Center (in accordance with the Condominium Plan) and/or the installation, maintenance and repair of the Sub-Surface Detention Area, other utilities, or portions of the parking field for Unit 2 situated on Unit 1. All construction activities undertaken by Unit Owner 2 and Unit Owner 3 shall be conducted so as to minimize interference with the business and/or construction activities conducted on Unit 1 and the Center.

4.9 Easements Running With the Land. The easements granted herein shall run with the land and shall not be terminated or modified without a vote of one hundred percent (100%) of all Unit Owners.

4.10 Obstruction Events. Notwithstanding anything to the contrary contained in this Declaration, in the event vehicular access to a Condominium Unit (the "Blocked Unit Owner") is obstructed due to an obstruction on one of the other Condominium Units (the "Obstructing Unit Owner") or any of the Obstructing Owner's employees, agents, customers, contractors, licensees, guests or invitees (each such event, an "Obstructing Unit Owner Default"), the Blocked Unit Owner may notify the Obstructing Unit Owner by any means reasonable under the circumstances, including via facsimile or telephone, of the Obstructing Unit Owner Default and demand that the Obstructing Unit Owner Default be remedied. If, after 24 hours after such notice has been provided, the Obstructing Unit Owner has not remedied the Obstructing Unit Owner Default or commenced to remedy the Obstructing Unit Owner Default and thereafter remedies such Obstructing Unit Owner Default within 24 hours, the Blocked Unit Owner shall have the right (but not the obligation) to remedy the Obstructing Unit Owner Default (including the right to enter upon the Condominium Unit of the Obstructing Unit Owner) and shall be reimbursed by the Obstructing Unit Owner for the reasonable costs for such remedy in

accordance with the provisions of Article X below.

4.11 Drainage Easement to City of Concord. Each Condominium Unit and each Unit Owner shall be subject to and have the benefit of that certain Easement C – Drainage Easement to the City of Concord (the “City”) to be recorded herewith (the “City Drainage Easement”). Pursuant to the City Drainage Easement, the Unit Owners and the Unit Owners’ Association shall maintain the 15” HDPE pipe, its associated headwall, and the stone outlet apron as set forth in the City Drainage Easement, at the Unit Owners’ and the Unit Owners’ Association’s sole cost and expense (the “Drainage Work”). Each Unit Owner shall be responsible to pay its Proportionate Share for the costs of the Drainage Work, pursuant to the procedure set forth in Section 5.2 herein. The City shall have the right, but not the obligation, to maintain the stone outlet apron referenced above in the event that the Unit Owners fail to maintain the stone outlet apron, at the Unit Owners’ sole cost and expense. Pursuant to the City Drainage Easement, the City shall maintain the 15” RCP pipe and its associated headwall as described in the City Drainage Easement.

ARTICLE V

PROPORTIONATE SHARE

5.1 Proportionate Share. The proportionate share for a Condominium Unit with regard to percentage of votes, responsibility for Shared Expenses and for any other purpose under this Declaration or the Bylaws shall be based on the land area set forth on the Condominium Plan for that Condominium Unit divided by the total land area set forth on the Condominium Plan for the Center (the “Proportionate Share”), as follows:

<u>Unit</u>	<u>Land Area</u>	<u>Proportionate Share</u>
Unit 1	2.868 acres	62%
Unit 2	1.055 acres	23%
Unit 3	0.685 acres	15%

The Proportionate Share for each Condominium Unit shall not change due to the square footage of any building or improvement constructed within a Condominium Unit. Each Unit Owner shall be responsible for its Proportionate Share of any Shared Expenses upon the recording hereof of the Condominium Instruments, regardless of whether any building or improvement is or has been constructed on such Condominium Unit and regardless of whether the Unit Owner is utilizing or not utilizing its Condominium Unit at any time.

5.2 Payment of Proportionate Share. Each Unit Owner shall pay its Proportionate Share of any Shared Expenses as set forth in Section 3.3 of the Bylaws.

ARTICLE VI
CONSTRUCTION

6.1 General Requirements. All construction activities performed by or on behalf of each Unit Owner within the Center shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof. All construction shall be performed in a good, safe, and workmanlike manner. Construction activities shall not unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Center by any other Unit Owner, nor cause any other Condominium Unit and/or any building located on any other Condominium Unit to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof.

In connection with any construction, reconstruction, repair or maintenance on its Condominium Unit, each Unit Owner engaging in such construction (the "Constructing Party") shall have the right to create a temporary staging and/or storage area (the "Staging Area") on the Constructing Party's Condominium Unit, provided that such temporary Staging Area is located in the Constructing Party's Condominium Unit and does not materially interfere with the access, visibility and/or operations of any other Condominium Unit, all in accordance with applicable law. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Constructing Party's Condominium Unit. Upon completion of such work, the Constructing Party shall restore any affected area of the Center to a condition equal to or better than that existing prior to commencement of such work.

6.2 Liens. In the event any mechanic's lien is filed against any Condominium Unit as a result of services performed or materials furnished for the use of another Unit Owner, the Unit Owner permitting or causing such lien to be so filed agrees to cause such lien to be released and discharged of record within thirty (30) Days after the filing of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent the Unit Owner whose failure to pay caused such lien from contesting the validity thereof in any manner such Unit Owner chooses so long as such contest is pursued with reasonable diligence. In the event the Unit Owner causing such lien to be filed contests such lien and such contest is determined adversely (allowing for appeal to the highest appellate court), such Unit Owner shall pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien, within thirty (30) Days of such determination. The Unit Owner causing such lien to be filed agrees to defend, protect, indemnify and hold harmless the other Unit Owners from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from such lien.

ARTICLE VII

MAINTENANCE AND REPAIR

7.1 Condominium Units. Each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense (except as otherwise set forth in this Article VII) to repair and maintain its Condominium Unit, including without limitation any and all land, buildings, improvements, landscaping, Utility Lines, pavement, parking and lighting, (a) in first-class condition and state of repair, (b) in compliance with all governmental laws, rules, regulations, orders and ordinances exercising jurisdiction thereover and (c) in compliance with the provisions of the Condominium Instruments. Each Unit Owner shall store all trash and garbage in adequate containers, to locate or screen such containers so that such containers are not easily visible from the parking area or abutting streets, and to arrange for regular removal of such trash or garbage, all in a commercially reasonable manner. Each Unit Owner shall be responsible for all snow plowing and related maintenance on such Unit Owner's Condominium Unit. While any portion of any Condominium Unit remains undeveloped, the Unit Owner thereof shall keep such Condominium Unit seeded, mowed and in a slightly condition, including without limitation the removal of trash and snow plowing, in accordance with all applicable laws.

7.2 Utility Lines.

- i. Responsibility. Each Unit Owner (the "Responsible Unit Owner") shall maintain, repair and/or replace, in a good state of repair and in safe condition, all Utility Lines serving its Condominium Unit at such Responsible Unit Owner's sole cost and expense (except for the Sub-Surface Detention Area as set forth in Section 7.2(ii) herein, and the Utility Lines serving the Common Sign as set forth in Section 7.2(iii) herein).
- ii. Sub-Surface Detention Area. Unit Owner 2 shall maintain, repair and/or replace, in a good state of repair and in safe condition, the Sub-Surface Detention Area (the "SSDA Work"). Each Unit Owner shall be responsible to pay its Proportionate Share for the costs of the SSDA Work, pursuant to the procedure set forth in Section 5.2 herein. Each Unit Owner hereby grants to Unit Owner 2 an easement and license to enter upon its Condominium Unit to perform the SSDA Work.
- iii. Utility Lines Serving the Common Sign. Unit Owner 2 shall maintain, repair and/or replace, in a good state of repair and in safe condition, the Utility Lines serving the Common Sign (the "Common Sign Utility Work"). Each Unit Owner shall be responsible to pay its Proportionate Share for the costs of the Common Sign Utility Work, pursuant to the procedure set forth in Section 5.2 herein. Each Unit Owner hereby grants to Unit Owner 2 an easement and license to enter upon its Condominium Unit to perform the Common Sign Utility Work.
- iv. Benefitted Units and Burdened Units. The Unit Owners acknowledge and agree that certain Utility Lines serving an individual Condominium Unit (the

“Benefitted Unit” owned by the “Benefitted Unit Owner”) are in some cases located on a different Condominium Unit (the “Burdened Unit” owned by the “Burdened Unit Owner”). In the event that a Benefitted Unit Owner desires to maintain, repair and/or replace any Utility Lines located on a Burdened Unit, the Benefitted Unit Owner shall, at least ten (10) Days prior to commencing such work, except in cases of emergency, deliver written notice to the Burdened Unit Owner setting forth the need for such work, the location of the Utility Line(s) involved in such work, the nature of such work, and the anticipated commencement and completion dates for such work. The Benefitted Unit Owner shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required herein. The Benefitted Unit Owner shall pay all costs and expenses with respect to such work and shall cause such work (including without limitation general clean-up and proper surface and/or subsurface restoration) to be completed within the schedule set forth in the notice to the Burdened Unit Owner and in a manner so as to minimize interference with the use of the Burdened Unit. The Benefitted Unit Owner shall restore the improvements, landscaping and all other affected areas on the Burdened Unit to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

- v. General Conditions. Any Unit Owner performing any maintenance, repair and/or replacement of Utility Lines and/or the Sub-Surface Detention Area agrees to: (a) promptly pay all costs and expenses associated therewith on or before the due dates for such payments, (b) diligently complete such work in a commercially reasonable manner and time period and (iii) to promptly clean and restore the affected portion of the Center to a condition equal to or better than the condition which existed prior to the commencement of such work. Each Unit Owner hereby grants to the other Unit Owners and the Unit Owners’ Association an easement and license to enter upon its Condominium Unit and any mechanical room(s) located thereon to perform any such work in accordance with the provisions set forth herein.

7.3 Common Sign. Unit Owner 2 shall maintain, repair and/or replace, in a good state of repair and in safe condition, the Common Sign. The costs to maintain, repair and/or replace the Common Sign (including without limitation the utility costs for the operation of the Common Sign) shall be shared by those entities listed thereon, pro-rata, based on the relative square footage of such entity’s respective sign panels, pursuant to the procedure set forth in Section 5.2 herein; provided, however, that individual sign panels shall be maintained and operated by the user thereof, at such user’s sole cost and expense.

7.4 Critical Access Drives and Right-In. Unit Owner 2 shall maintain, repair and/or replace, in a good state of repair and in safe condition, the Critical Access Drives and the Right-In. Each Unit Owner shall be responsible to pay its Proportionate Share for such costs regarding such work, pursuant to the procedure set forth in Section 5.2 herein. Each Unit Owner hereby grants to Unit Owner 2 an easement and license to enter upon its Condominium Unit to perform

such work.

ARTICLE VIII
OPERATION OF THE CENTER

8.1 Use Restrictions – Unit 1. Unit Owner 1 covenants and agrees that Unit Owner 1 shall not lease, rent or operate any portion of Unit 1 or otherwise permit any portion of Unit 1 to be used or occupied for any of the uses set forth in Exhibit D-1 attached hereto.

8.2 Use Restrictions – Unit 2 and Unit 3. Unit Owner 2 covenants and agrees that Unit Owner 2 shall not lease, rent or operate any portion of Unit 2 or otherwise permit any portion of Unit 2 to be used or occupied for any of the uses set forth in Exhibit D-2 attached hereto. Unit Owner 3 covenants and agrees that Unit Owner 3 shall not lease, rent or operate any portion of Unit 3 or otherwise permit any portion of Unit 3 to be used or occupied for any of the uses set forth in Exhibit D-2 attached hereto.

8.3 Hazardous Materials. No Unit Owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Condominium Unit or the Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Unit Owner agrees to defend, protect, indemnify and hold harmless each other Unit Owner and the Unit Owners' Association from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner. The term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Laws. The term "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

8.4 Lighting. Each Condominium Unit shall have an irrevocable license over the other Condominium Units for the purpose of permitting the lighting from each Condominium Unit to illuminate the other Condominium Units.

8.5 Condemnation. In the event any portion of the Center shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Unit Owner owning the land or the improvements taken, and the other Unit Owners hereby waive and release any right to recover any value attributable to the real property interest so taken, except that (i) if the taking includes improvements belonging to more than one Unit Owner, including but not limited to Utility Lines or the Common Sign, the portion of the award allocable thereto shall be used to

relocate, replace or restore such jointly owned improvements to a useful condition and (ii) if the taking includes easement rights and/or access rights, the portion of the award allocable to each such easement and/or access right shall be paid to the respective Unit Owner(s) thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other real property interest or other property interest existing pursuant to the Condominium Instruments which does not reduce or diminish the amount paid to the Unit Owner owning the land or the improvement taken, then the Unit Owner of such other real property interest or other property interest shall have the right to seek an award for the taking thereof. Notwithstanding any provision of this Declaration to the contrary, in no event shall a Unit Owner be obligated to restore any improvements on its Condominium Unit after a condemnation; provided, however, that each Unit Owner shall promptly and diligently restore the portions of the following improvements located on their respective Condominium Unit, to as near their condition as existed prior to such condemnation as is reasonably possible: Critical Access Drives, Right In, Sub-Surface Detention Area, and Common Sign.

8.6 Casualty. In the event of damage to or destruction of all or any part of the buildings or improvements in a Condominium Unit as a result of fire or other casualty, the Unit Owner shall arrange to secure the impacted area and for the prompt removal of any damaged or destroyed buildings and/or improvements in such Condominium Unit, at such Unit Owner's sole cost and expense. Following any such fire or other casualty the Unit Owner shall continue at all times to maintain such Condominium Unit as set forth herein and shall continue at all times to pay its Proportionate Share of any Shared Expenses. Any construction performed on such Condominium Unit as a result of such fire or other casualty shall be performed in accordance with the terms of the Condominium Instruments. Notwithstanding any provision of this Declaration to the contrary, in no event shall a Unit Owner be obligated to restore any improvements on its Condominium Unit after a casualty; provided, however, that each Unit Owner shall promptly and diligently restore the portions of the following improvements located on their respective Condominium Unit, to as near their condition as existed prior to such casualty as is reasonably possible: Critical Access Drives, Right In, Sub-Surface Detention Area, and Common Sign.

ARTICLE IX INSURANCE

9.1 Condominium Units. Each Unit Owner shall maintain or cause to be maintained in full force and effect the following minimum insurance coverage (as to its Condominium Unit only): Commercial General Liability Insurance with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) for bodily injury, personal injury and property damage, arising out of any one occurrence and not less than Four Million Dollars (\$4,000,000) general aggregate. Such coverage may be obtained using an Umbrella Liability policy to meet the minimum limits set forth herein. Each Unit Owner shall name the Unit Owners' Association as an additional insured under such policy. Notwithstanding the foregoing provisions hereof to the contrary, Unit Owner 1 shall have the right to self-insure so long as the tangible net worth of

Unit Owner 1 or the entity which owns a controlling interest of Unit Owner 1 exceeds \$100,000,000, and the self-insuring party is consistently able to meet its financial obligations as they mature.

9.2 Unit Owners' Association. The Unit Owners' Association shall maintain or cause to be maintained in full force and effect the following minimum insurance coverage (as to the Condominium only): (a) Commercial General Liability Insurance with a combined single limit of liability of not less than Three Million Dollars (\$3,000,000) for bodily injury, personal injury and property damage, arising out of any one occurrence and not less than Five Million Dollars (\$5,000,000) general aggregate and (b) Automobile Liability Insurance including coverage for owned, hired and non-owned automobiles with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined. Such coverage may be obtained using an Umbrella Liability policy to meet the minimum limits set forth herein. The Unit Owners' Association shall name each of the Unit Owners as an additional insured under the Commercial General Liability Insurance coverage herein. Each Unit Owner shall be required to carry Workers Compensation and Employers Liability coverage as required by law. Each Unit Owner shall be responsible to pay its Proportionate Share for the costs of the insurance required to be carried by the Unit Owners' Association herein, pursuant to the procedure set forth in Section 5.2 herein.

9.3 Contractors. Prior to commencing any construction activities within the Condominium, such Unit Owner shall obtain or require its contractor (the "Contractor") to maintain so long as such construction activity is occurring, the following minimum insurance coverage: Commercial General Liability Insurance with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) for bodily injury, personal injury and property damage, arising out of any one occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. The Contractor shall name the Unit Owners' Association and each of the Unit Owners as additional insureds under such policy.

9.4 Release. Each Unit Owner by acquiring a Condominium Unit (the "Releasing Party") releases and waives for itself, and each and every person and/or entity claiming by, through or under it, each other Unit Owner and the Unit Owners' Association (collectively, the "Released Parties") from any liability and/or property loss incurred by the Releasing Party, which liability and/or property loss is of the type covered by the insurance required to be maintained in this Article IX.

9.5 Adjustment of Liability Limits. At the end of each five (5) year period following the date hereof, the limits for the liability insurance required to be maintained hereunder shall be increased by five percent (5%). The liability limits set forth herein shall not be reduced unless all Unit Owners agree in writing to such reduction.

9.6 General Conditions. All insurance required by Article IX herein shall be written on an occurrence basis and procured from companies rated by Best's Insurance Reports not less than A-/VII which are authorized to do business in New Hampshire. Each Unit Owner and the

Unit Owners' Association agree to furnish to any Unit Owner requesting the same, within thirty (30) Days of receipt of written request therefor, a certificate(s) of insurance evidencing that the insurance required to be carried by such Unit Owner or the Unit Owners' Association is in full force and effect.

ARTICLE X

DEFAULTS

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Declaration by the non-performing Unit Owner or the Unit Owners' Association (the "Defaulting Unit Owner"): (a) the failure to make any payment required to be made hereunder within ten (10) Days of the due date or (b) the failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in 10.1(a) above, within thirty (30) Days after receipt of written notice from another Unit Owner or the Unit Owners' Association (the "Non-Defaulting Unit Owner") specifying the nature of the default claimed; provided, however, that such Unit Owner receiving notice shall not be in default hereunder so long as such Unit Owner starts to cure within thirty (30) Days for matters that may take greater than thirty (30) Days and diligently pursues such cure and cures within ninety (90) Days after receipt of such written notice.

10.2 Self-Help. With respect to any default hereunder, any Non-Defaulting Unit Owner shall have the right, following the expiration of any applicable notice and/or cure period, but not the obligation, to cure such default, for the account of and at the expense of the Defaulting Unit Owner; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Unit Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as written notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Unit Owner shall have the right to enter upon the Condominium Unit of the Defaulting Unit Owner (but not into any building, except with regard to entry into any mechanical room(s) as set forth in Section 7.2(v) herein) to perform any commercially reasonable work or furnish any commercially reasonable materials or services to cure the default of the Defaulting Unit Owner, and the Non-Defaulting Unit Owner shall not thereby be deemed guilty in any manner of trespass. In the event any Non-Defaulting Unit Owner shall cure a default, the Defaulting Unit Owner shall reimburse the Non-Defaulting Unit Owner for all commercially reasonable costs and expenses incurred in connection with such curative action, including interest as provided herein, within ten (10) Days of written receipt of demand therefor.

10.3 Remedies. Any Non-Defaulting Unit Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Unit Owner hereto, or any other person or entity violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages and/or equitable relief for any such violation or default.

Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a monetary sum) may in certain circumstances not be adequate. All of the remedies permitted or available to a Non-Defaulting Unit Owner under this Declaration and/or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. The prevailing Unit Owner or Unit Owners' Association shall be entitled to recover its reasonable costs of collection, defense and/or enforcing the remedies set forth herein, including reasonable attorneys' fees.

ARTICLE XI

CONDOMINIUM INSTRUMENTS

11.1 Authority of Condominium Instruments. Each and all of the Condominium Units are subject to and with the benefit of the provisions of the Condominium Instruments, and each Unit Owner and its successors and assigns shall comply therewith. The acceptance of any fee, leasehold or similar interest in any Condominium Unit shall constitute an agreement that the Condominium Instruments, as they may be lawfully amended from time to time pursuant to the terms herein and therein, are accepted and ratified by such Unit Owner or other lawful 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 in such Condominium Unit.

11.2 Amendment of Condominium Instruments. Except as otherwise specifically permitted herein, and except as otherwise required in the Condominium Act, the Condominium Instruments may only be amended by the vote of one hundred percent (100%) of the Unit Owners' interest in accordance with the provisions of the Condominium Instruments and the Condominium Act, in each Unit Owner's sole discretion. Any amendment of the Condominium Instruments shall become effective only when it has been duly evidenced or recorded, as applicable, in accordance with the provisions of the Condominium Instruments and the Condominium Act. Notwithstanding the foregoing, any Unit Owner shall have the unilateral right and power to amend the Condominium Plan only with regard to such Unit Owner's Condominium Unit and to record amendments to the Condominium Plan only with regard to such Unit Owner's Condominium Unit, at such Unit Owner's sole cost and expense and in accordance with all applicable laws: to construct, add, alter and/or remove building(s) and/or improvements within such Unit Owner's Condominium Unit (including, but not limited to, the removal of a drive-thru for any building(s) and/or improvements located on Unit 2) (collectively, "Modified Improvements") so long as such Unit Owner obtains all necessary governmental approvals, such Modified Improvements comply with this Declaration, and such Modified Improvements do not impact any then-existing governmental approvals of the other

Condominium Units, including but not limited to site, building and other plans, as needed to have such building(s) and/or improvements become part of the Condominium, and to record changes to such building(s) and/or improvements and other plans, including as-built plans. The Unit Owner of such Condominium Unit shall have the unilateral authority to sign all applications for such approvals and permits and for the amendment and recordation thereof of the Condominium Plan. The other Unit Owners and the Unit Owners' Association shall cooperate in signing all applications, amendments and recorded instruments pursuant to the notice provisions set forth herein.

11.3 Expansion and Contraction of Condominium. The Unit Owners shall have the right to expand or contract the Condominium from time to time by adding land to or removing land from the Condominium only by the vote of one hundred percent (100%) of the Unit Owners' interest in accordance with the provisions of the Condominium Instruments, in each Unit Owner's sole discretion.

11.4 Termination of Condominium. The Unit Owners shall have the right to terminate the Condominium only (a) by the vote of one hundred percent (100%) of the Unit Owners' interest in accordance with the provisions of the Condominium Instruments, in each Unit Owner's sole discretion and (b) with the consent of all mortgagees and/or other lien holders of any interest in any Condominium Unit, in such mortgagees' and/or other lien holders' sole discretion. The Unit Owners expressly agree that no breach or default of the Condominium Instruments shall (i) entitle any Unit Owner and/or the Unit Owners' Association to cancel, rescind or otherwise terminate any or all of the Condominium Instruments or (ii) defeat or render invalid the lien of any mortgage or deed of trust made as to any Condominium Unit.

11.5 The Declarant. The Declarant makes no warranties, express or implied, with regard to the Condominium Instruments, the Condominium and/or any Condominium Unit, including without limitation accompanying any conveyance of a Condominium Unit to any Unit Owner, and the Unit Owners and the Unit Owners' Association hereby release and waive any warranties, express or implied, of Declarant with regard to the Condominium Instruments, the Condominium and/or any Condominium Unit, including without limitation accompanying any conveyance of a Condominium Unit to any Unit Owner.

11.6 Approvals. Unless provision is otherwise made in the Condominium Instruments for a specific time period, each response to a request for an approval or consent pursuant to the Condominium Instruments shall be delivered in writing as provided herein within thirty (30) Days of receipt. If a written response is not given within the required time period, the requested party shall be deemed to have given its approval or consent. Unless otherwise provided in the Condominium Instruments, if the Unit Owners' Association's approval or consent is requested, a one hundred percent (100%) vote of the Unit Owners must be given to approve or consent to such request.

11.7 Not a Public Dedication. Nothing contained in the Condominium Instruments shall be deemed to be a gift or dedication of any portion of the Condominium, any Condominium

Unit or the Center to the general public, or for any public use or purpose whatsoever. Except as specifically provided herein, no rights, privileges or immunities of any Unit Owner and/or the Unit Owners' Association pursuant to the Condominium Instruments shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

ARTICLE XII

MISCELLANEOUS

12.1 Limitation of Liability. In no event shall any of the individual persons comprising a Unit Owner and/or the Unit Owners' Association, including without limitation any members, partners, shareholders, officers, directors, trustees or beneficiaries, ever be personally liable under any term, condition, covenant, obligation or agreement, express or implied, in the Condominium Instruments, or for any claim and/or judgment of damage or cause at law or in equity arising out of, or in connection with, any Condominium Unit, the Condominium and/or the Condominium Instruments.

12.2 Notice. Any notice required or permitted to be given under the Condominium Instruments must be in writing and shall be deemed duly served if sent by personal delivery and receipted for, sent by nationally recognized overnight courier service, or mailed by registered or certified mail, return receipt requested, addressed to the then designated address of such party intended for delivery in accordance with the provisions for notice address set forth herein. Upon the purchase of a Condominium Unit, the Unit Owner purchasing such Condominium Unit shall deliver its name and address for notice to (a) the Unit Owners' Association and (ii) the other Unit Owners, and such name and address shall be the name and address for notices for such party. Each Unit Owner and the Unit Owners' Association shall have the right to change its address to any other address within the United States of America upon ten (10) Days' written notice to (a) the Unit Owners' Association and (ii) the other Unit Owners, and upon delivery of such written notice such address shall thereafter be the address for notices for such party.

12.3 Interest. Unless otherwise specifically set forth herein, any amounts not paid when due hereunder shall bear interest at the rate which is the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowed by applicable law.

12.4 Estoppel Certificate. Each Unit Owner and the Unit Owners' Association shall, upon written notice to any Unit Owner and/or the Unit Owners' Association (the "Issuing Party") by any Unit Owner and/or the Unit Owners' Association (the "Noticing Party") deliver to such Noticing Party, a potential buyer from the Noticing Party or its mortgagee or successor, within twenty (20) Days of receipt of such notice to such Issuing Party, an estoppel certificate (in recordable form if so requested) stating to the Issuing Party's actual knowledge as of such date: (a) whether there are any defaults under the Condominium Instruments by the Noticing Party, and if there are defaults specifying the nature thereof, (b) whether there are any monetary amounts owed by the Noticing Party to the Issuing Party and if any amounts are owed the

amount owed, (c) whether the Condominium Instruments have been assigned, modified or amended in any way by the Issuing Party and if so, specifying the nature thereof and (d) whether the Condominium Instruments are in full force and effect.

12.5 Binding Effect. The terms of the Condominium Instruments shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the Unit Owners and their respective successors and assigns who become Unit Owners hereunder.

12.6 Entire Agreement. The Unit Owners, the Unit Owners' Association and the Declarant intend by the Condominium Instruments to set forth their entire agreement and understanding with respect to the terms, covenants, representations, conditions and standards pursuant to which their obligations are to be judged and their performance measured. Any prior agreements or understandings, including without limitation any negotiations, correspondence, memoranda or agreements, are superseded in total by the Condominium Instruments. The Condominium Instruments have been fully negotiated and/or accepted at arms length between and among the Unit Owners, the Unit Owners' Association and the Declarant after advice by counsel and other representatives chosen by such parties, and such signatories are fully informed with respect thereto. None of the Unit Owners, the Unit Owners' Association or the Declarant shall be deemed the scrivener of any of the Condominium Instruments and, based on the foregoing, the provisions of the Condominium Instruments shall be construed as a whole according to their common meaning and not strictly for or against any party.

12.7 Severability. Invalidation of any of the provisions contained in the Condominium Instruments, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect to the extent permitted by law. The provisions of the Condominium Instruments are severable so that if any provision, condition, covenant or restriction thereof 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 thereof is determined by law to be void, voidable or unenforceable as being contrary to any applicable law or ordinance, then 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 the Condominium Instruments thereby operating to validate the provisions which otherwise might be invalid.

12.8 Unavoidable Delays. In any case where any party hereto is obligated to perform or do any act (other than make a payment of money), delays caused by or resulting from Unavoidable Delays (as hereinafter defined) shall not be counted in determining the time during which such work shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", nor shall a failure to perform as aforesaid cause such party to be adjudged in default hereunder, but in any such event the time for performance shall be extended until the event causing such Unavoidable Delay has ceased to exist. Financial inability shall not be included within the scope of the term Unavoidable Delays and is expressly excluded as a

cause for delay in performance. The term "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, emergency acts, war, civil commotion, orders or regulations of any governmental authority, unavoidable casualty or other causes beyond the reasonable control of any reasonable party.

12.9 No Waiver. The failure of any Unit Owner or the Unit Owners' Association to insist upon strict performance of any of the terms, covenants or conditions of the Condominium Instruments shall not be deemed a waiver of any rights or remedies which such party may have thereunder, at law or in equity, and shall not be deemed a waiver of any subsequent default in any of such terms, covenants or conditions. No waiver by any Unit Owner or the Unit Owners' Association of any default under the Condominium Instruments shall be effective or binding on such waiving party unless made in writing by such waiving party and no such waiver shall be implied from any omission by a party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express written waiver. One or more written waivers of any default under any provision of the Condominium Instruments shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other terms or provisions contained in the Condominium Instruments.

12.10 Applicable Law and Construction. The Condominium Instruments shall be governed under the laws of the State of New Hampshire. The Unit Owners, the Unit Owners' Association and the Declarant shall not be deemed, in any way or for any purpose, to have become, by the execution of any or all of the Condominium Instruments, or any action taken thereunder, a partner, member, joint venturer or in any way a member of any enterprise with any other Unit Owner, the Unit Owners' Association or the Declarant.

12.11 Captions and Headings. The captions and headings herein are included only for convenience of reference, and shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

12.12 Compliance. This Declaration is set forth in compliance with the requirements of the Condominium Act.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer as of the date first set forth above.

DECLARANT:

Dundee Investment Associates, LLC

Kristin C. Headley
Witness

By: Richard D'Amato
Name: Richard D'Amato
Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 26th day of January, 2018, by Richard D'Amato, the Manager of Dundee Investment Associates, LLC for the purposes contained herein.

NOTARY SEAL

Kristin C. Headley
Notary Public/Justice of the Peace
My commission expires: 10/21/2020

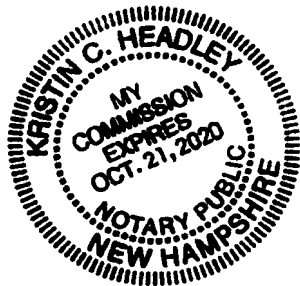


EXHIBIT A
DESCRIPTION OF PREMISES

A certain tract or parcel of land lying on the northerly sideline of Loudon Road in the City of Concord, County of Merrimack and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a granite bound lying on the northerly sideline of Loudon Road at the southeast corner of the tract herein described at the northeasterly corner of Map 111E Block 1 Lot 12, thence;

Along Map 111E Block 1 Lot 12 N 54° 17' 26" W a distance of 174.95 feet to a granite bound, thence;

Continuing along Map 111E Block 1 Lot 12 S 39° 21' 51" W a distance of 140.21 feet to a granite bound, thence;

Continuing along Map 111E Block 1 Lot 12 N 50° 40' 16" W a distance of 134.39 feet to a point lying on the southerly sideline of Old Loudon Road, thence;

Along the southerly sideline of Old Loudon Road N 39° 23' 17" E a distance of 643.69 feet to a concrete bound at Map 111E Block 1 Lot 1, thence;

Along Map 111E Block 1 Lot 1 S 57° 49' 54" E a distance of 392.31 feet passing through a concrete bound to a granite bound lying on the northerly sideline of Loudon Road, thence;

Along the northerly sideline of Loudon Road S 47° 49' 21" W a distance of 547.34 feet passing through a concrete bound to the point of beginning.

Said tract contains 200,728 square feet or 4.608 acres more or less.

The Premises shall have the benefit of and be subject to (i) Easement A and Easement B from Siena Investments, LLC to Dundee Investment Associates, LLC recorded herewith and (ii) Easement C from Dundee Investment Associates, LLC to the City of Concord recorded herewith.

EXHIBIT B-1
DESCRIPTION OF UNIT 1

A certain tract or parcel of land lying on the northerly sideline of Loudon Road in the City of Concord, County of Merrimack and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a granite bound lying on the northerly sideline of Loudon Road at the northeast corner of the tract herein described at the southeasterly corner of Map 111E Block 1 Lot 1, thence;

Along the northerly sideline of Loudon Road S 47° 49' 21" W a distance of 411.84 feet to a point at Unit 2, thence;

Along Unit 2 N 37° 59' 53" W a distance of 276.89 feet to a point, thence;

Along Unit 2 N 50° 36' 43" W a distance of 58.58 feet to a point lying on the southerly sideline of Old Loudon Road, thence;

Along the southerly sideline of Old Loudon Road N 39° 23' 17" E a distance of 297.62 feet to a concrete bound at Map 111E Block 1 Lot 1, thence;

Along Map 111E Block 1 Lot 1 S 57° 49' 54" E a distance of 392.31 feet passing through a concrete bound to the point of beginning.

Said tract contains 124,945 square feet or 2.868 Acres more or less.

EXHIBIT B-2
DESCRIPTION OF UNIT 2

A certain tract or parcel of land lying on the northerly sideline of Loudon Road in the City of Concord, County of Merrimack and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a point lying on the northerly sideline of Loudon Road at the northeast corner of the tract herein described at the southeasterly corner of Unit 1, thence;

Along the northerly sideline of Loudon Road S 47° 49' 21" W a distance of 135.49 feet to a point at Map 111E Block 1 Lot 12, thence;

Along Map 111E Block 1 Lot 12 N 54° 17' 26" W a distance of 142.99 feet to a point at Unit 3, thence;

Along Unit 3 N 52° 00' 00" E a distance of 43.25 feet to a point, thence;

Along Unit 3 N 37° 59' 53" W a distance of 180.01 feet to a point on the southerly sideline of Old Loudon Road, thence;

Along the southerly sideline of Old Loudon Road N 39° 23' 17" E a distance of 122.15 feet to a point at Unit 1, thence;

Along Unit 1 S 50° 36' 43" E a distance of 58.58 feet to a point, thence;

Along Unit 1 S 37° 59' 53" E a distance of 276.89 feet to a the point of beginning.

Said tract contains 45,957 square feet or 1.055 Acres more or less.

EXHIBIT B-3
DESCRIPTION OF UNIT 3

A certain tract or parcel of land lying on the southerly side of Old Loudon Road in the City of Concord, County of Merrimack and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a point lying on the southerly sideline of Old Loudon Road at the northwest corner of the tract herein described at the southwest corner of Unit 2 thence;

Along Unit 2 S 37° 59' 53" E a distance of 180.01 feet to a point, thence;

Along Unit 2 S 52° 00' 00" W a distance of 43.25 feet to a point at Map 111E Block 1 Lot 12, thence;

Along Map 111E Block 1 Lot 12 N 54° 17' 26" W a distance of 31.95 feet to a granite bound, thence;

Along Map 111E Block 1 Lot 12 S 39° 21' 51" W a distance of 140.21 feet to a granite bound, thence;

Along Map 111E Block 1 Lot 12 N 50° 40' 16" W a distance of 134.39 feet to a point lying on the southerly sideline of Old Loudon Road, thence;

Along the southerly sideline of Old Loudon Road N 39° 23' 17" E a distance of 223.92 feet to the point of beginning.

Said tract contains 29,826 square feet or 0.685 Acres more or less.

EXHIBIT C

Intentionally Omitted

MCRD

EXHIBIT D-1

USE RESTRICTIONS – UNIT 1

Unit Owner 1, for itself, its successors and/or assigns, covenants and agrees that it will not lease, rent or operate any portion of Unit 1 or otherwise permit any portion of Unit 1 to be used or occupied for any of the uses set forth below:

- (a) a use or operation that is in violation of Section 8.3 of this Declaration;
- (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
- (c) a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (d) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);
- (e) adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national or regional (a regional operator shall have at least 5 other locations) massage chain such as Massage Envy);
- (f) a pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty students at any one time, skating rink or bowling alley;
- (g) children's play or party center, telemarketing, polling and surveying center, or office use; however, the foregoing shall be permitted if there is sufficient parking to maintain a ratio of 6 spaces per 1,000 sq. ft. of gross leasable area;
- (h) an abortion clinic; Planned Parenthood;
- (i) a pet store; except, however, a national pet store (i.e. a Petsmart or Petco) shall be permitted;
- (j) a gasoline station or an auto repair shop;

- (k) a lot for the sale of used automobiles;
- (l) a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
- (m) off-track betting establishment, bingo parlor or any gambling use;
- (n) a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;
- (o) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (p) a junk yard, stock yard, animal raising operation (except for a pet store as set forth herein), a dump or disposal or any operation for the incineration or reduction of garbage of refuse;
- (q) a pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products;
- (r) a mortuary or funeral home;
- (s) a church or other place of worship, banquet hall, auditorium or meeting hall;
- (t) no flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located in the Center;
- (u) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or
- (v) carnival, amusement park, or circus.

EXHIBIT D-2

USE RESTRICTIONS – UNIT 2 AND UNIT 3

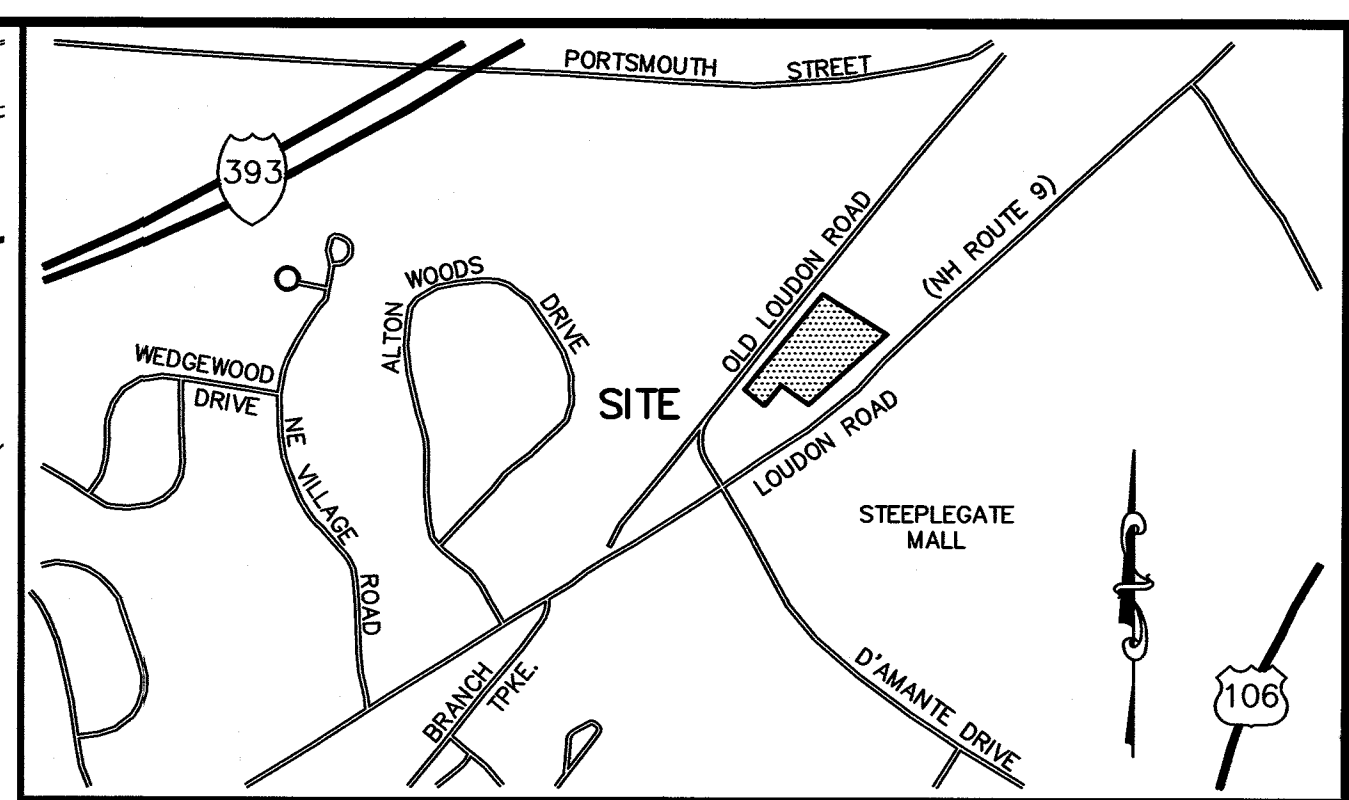
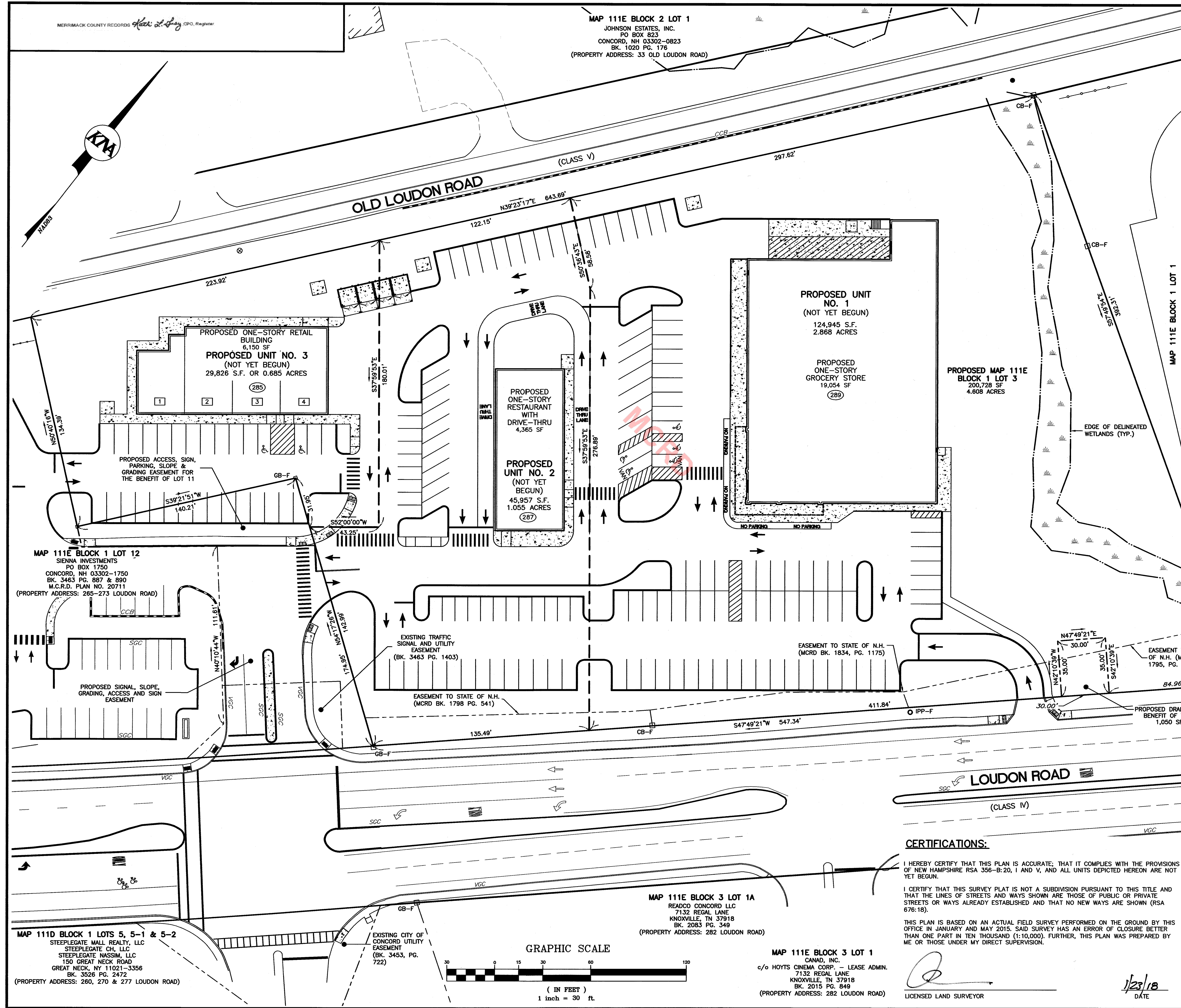
Unit Owner 2, for itself, its successors and/or assigns, covenants and agrees that it will not lease, rent or operate any portion of Unit 2 or otherwise permit any portion of Unit 2 to be used or occupied for any of the uses set forth below, and Unit Owner 3, for itself, its successors and/or assigns, covenants and agrees that it will not lease, rent or operate any portion of Unit 3 or otherwise permit any portion of Unit 3 to be used or occupied for any of the uses set forth below:

- (a) a use or operation that is in violation of Section 8.3 of this Declaration;
- (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
- (c) a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (d) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);
- (e) adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national or regional (a regional operator shall have at least 5 other locations) massage chain such as Massage Envy);
- (f) a pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty students at any one time, skating rink or bowling alley;
- (g) children's play or party center, telemarketing, polling and surveying center, or office use; however, the foregoing shall be permitted if there is sufficient parking to maintain a ratio of 6 spaces per 1,000 sq. ft. of gross leasable area;
- (h) an abortion clinic; Planned Parenthood;
- (i) a pet store; except, however, a national pet store (i.e. a Petsmart or Petco) shall be permitted;

- (j) a gasoline station or an auto repair shop;
- (k) a lot for the sale of used automobiles;
- (l) a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
- (m) off-track betting establishment, bingo parlor or any gambling use;
- (n) a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;
- (o) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (p) a junk yard, stock yard, animal raising operation (except for a pet store as set forth herein), a dump or disposal or any operation for the incineration or reduction of garbage of refuse;
- (q) a pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products;
- (r) a mortuary or funeral home;
- (s) a church or other place of worship, banquet hall, auditorium or meeting hall;
- (t) no flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located in the Center;
- (u) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.);
- (v) carnival, amusement park, or circus; and/or
- (w) the operation of a Retail Grocery Store. The term "Retail Grocery Store" means a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store (other than frozen desserts sold from a restaurant, yogurt shop, ice cream shop or similar restaurant) and any other store where more than 2,000 square feet (including adjacent aisle space) is used for the sale or display of grocery items. The term "Retail Grocery Store" shall not include a delicatessen, yogurt shop, ice cream shop, catering establishment (provided that such catering establishment does not

sell any grocery items directly to customers from the Center), any other store where 2,000 square feet or less (including adjacent aisle space) is used for the sale or display of grocery items, or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption.

MCRD



- REFERENCE PLANS:**
- "STATE OF NEW HAMPSHIRE, HIGHWAY DEPARTMENT, PLANS OF PROPOSED, FEDERAL AID PROJECT, NO. U-40 (7), CENTRAL ROAD."
 - "PROPOSED MUNICIPAL, INTERSECTION IMPROVEMENTS, BRANCH TURNPIKE, OLD LOUDON ROAD, LOUDON ROAD, CITY OF CONCORD, JOB NO. 77309, JOB NO. 75638," DATED: 2/14/90, WITH REVISIONS THROUGH 4/4/90, PREPARED BY HOLDEN ENGINEERING & SURVEYING, INC. PLAN NO. 3650 AT CITY OF CONCORD ENGINEERING DEPARTMENT.
 - "NON-RESIDENTIAL SUBDIVISION AND SITE PLAN, SIENNA INVESTMENTS, LLC, MAP 111C, BLOCK 2, LOT 1 & MAP 111E, BLOCK 1, LOTS 12, 14, 15, 17, & 18, LOUDON ROAD & OLD LOUDON ROAD, CONCORD, NEW HAMPSHIRE, MERRIMACK COUNTY," DATED: NOVEMBER 6, 2013, SCALE: 1"=40', PREPARED BY KEACH-NORDSTROM ASSOCIATES, INC. (4 SHEETS) M.C.R.D. PLAN NO. 20711.
 - "BOUNDARY PLAT, OF THE LAND OF, BERKSHIRE-CONCORD, LLC, PROJECT LOCATION, CONCORD, NEW HAMPSHIRE, OLD LOUDON ROAD & LOUDON ROAD, MAP 111E, BLOCK 1, LOT 6," SCALE: 1"=50', DATED: JUNE 22, 2005, PREPARED BY: RICHARD D. BARTLETT & ASSOCIATES, LLC. M.C.R.D. PLAN NO. 17444.
 - "NON-RESIDENTIAL SUBDIVISION AND SITE PLAN, MAP 111C, BLOCK 2, LOT 1 & MAP 111E, BLOCK 1, LOTS 12, 14, 15, 17, & 18, SIENNA INVESTMENTS, LLC, LOUDON ROAD & OLD LOUDON ROAD, CONCORD, NEW HAMPSHIRE," DATED: NOVEMBER 6, 2013, WITH REVISIONS THROUGH 03-08-16, PREPARED BY: KEACH-NORDSTROM ASSOCIATES, INC. (29 PAGES)
 - "NON-RESIDENTIAL SUBDIVISION AND SITE PLAN, MAP 111E, BLOCK 1, LOTS 2, 3, 8, 9, 10 & 11, DUNDEE INVESTMENT, LLC, LOUDON ROAD & OLD LOUDON ROAD, CONCORD, NEW HAMPSHIRE," DATED: JUNE 29, 2017, WITH REVISIONS THROUGH 08-15-17, PREPARED BY: KEACH-NORDSTROM ASSOCIATES, INC. (23 PAGES)

- GENERAL NOTES:**
- THE PURPOSE OF THIS PLAN IS TO CREATE THREE CONDOMINIUM UNITS ON CITY OF CONCORD TAX MAP 111E BLOCK 1 LOT 3.
 - THIS PLAN SHALL BE RECORDED AT THE MERRIMACK COUNTY REGISTRY OF DEEDS. EASEMENT PLANS "E1-E2" SHALL ALSO BE RECORDED AT THE MERRIMACK COUNTY REGISTRY OF DEEDS. ALL OTHER PLANS ASSOCIATED WITH THE PROJECT ARE AVAILABLE AT THE CITY OF CONCORD PLANNING DIVISION.

APPROVED
 UNDER THE PROVISIONS OF R.S.A. 674:35 & R.S.A. 674:36
CITY PLANNING BOARD
 CITY OF CONCORD, NEW HAMPSHIRE
 In accordance with vote of the board dated:
September 20, 2017
 Approval of this plan is limited to lots as shown.
 [Signatures]

LEGEND

GB-F	GRANITE BOUND FOUND
CB-F	CONCRETE BOUND FOUND
IPP-F	IRON PIPE FOUND
---	ABUTTER LINE
---	PROPERTY LINE
---	EDGE OF PAVEMENT
---	EDGE OF GRAVEL
---	BUILDING SETBACK
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED BITUMINOUS CURB
---	PROPOSED SLOPED GRANITE CURB
---	PROPOSED EASEMENT
---	LIMIT OF CONDO UNIT
---	LOUDON ROAD STREET ADDRESS
---	SUITE NUMBER

NON-RESIDENTIAL CONDOMINIUM PLAN
DUNDEE INVESTMENT ASSOCIATES, LLC
 MAP 111E BLOCK 1 LOT 3
 285, 287 & 289 LOUDON ROAD
 CONCORD, NEW HAMPSHIRE
 MERRIMACK COUNTY

APPLICANT/OWNER:
 DUNDEE INVESTMENT ASSOCIATES, LLC
 PO BOX 1750
 CONCORD, NH 03302-1750

KEACH-NORDSTROM ASSOCIATES, INC.
 Civil Engineering Land Surveying Landscape Architecture
 10 Commerce Park North, Suite 3B, Bedford, NH 03110 Phone (603) 627-2881

REVISIONS

No.	DATE	DESCRIPTION	BY
1	08/15/17	REVISED PER CITY COMMENTS	BJC
2	10/11/17	REVISED PER STATE & CITY COMMENTS	BJC
3	11/30/17	DATE ONLY	JDM
4	12/18/17	REVISED PER CITY SURVEYORS COMMENTS	JDM
5	12/21/17	REVISED CERTIFICATION	JDM

DATE: JUNE 29, 2017 **SCALE:** 1" = 30'
PROJECT NO: 15-0112-1 **SHEET:** C1 OF C1

CERTIFICATIONS:

I HEREBY CERTIFY THAT THIS PLAN IS ACCURATE; THAT IT COMPLIES WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 356-B:20, I AND V, AND ALL UNITS DEPICTED HEREON ARE NOT YET BEGUN.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN (RSA 676:18).

THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND BY THIS OFFICE IN JANUARY AND MAY 2015. SAID SURVEY HAS AN ERROR OF CLOSURE BETTER THAN ONE PART IN TEN THOUSAND (1:10,000). FURTHER, THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION.

[Signature]
 LICENSED LAND SURVEYOR
 DATE: 1/23/18

