

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

CONWAY HEIGHTS TOWNHOUSE DEVELOPMENT

DECLARATION is made this 9th day of January, 1987 by POLIQUIN, CARRIER & RICE ASSOCIATES, a New Hampshire general partnership of Box 456, North Conway, County of Carroll and State of New Hampshire 03860, (hereinafter referred to as "Developer")

WHEREAS, Developer is owner of a parcel of land situated in Conway, New Hampshire, on the southerly side of the road leading from Conway Center to Conway (Old Route 113), said property being further described herein, and;

WHEREAS, Developer has subdivided portions of its land into homelots upon which the Developer proposes to construct a planned unit development development on said land and Developer has set aside other areas for the common use hereafter defined; and

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

WHEREAS, Developer desires to create an agency to which can be delegated the powers of maintaining and improving the property, administering and enforcing the covenanted restrictions, and collecting and disbursing the assessments and charges hereinafter collected, and to that end has caused the Conway Heights Townhouse Association (hereinafter referred to as the "Association") to be incorporated as a non-profit corporation under Chapter 292 of the Laws of New Hampshire; and

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

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

DEFINITIONS - The following terms when used herein shall be defined thusly:

TOWNHOUSE LOT: A Townhouse lot shall be that parcel of land located within the property as further described herein under Article I and being the same locus shown on a plan entitled,

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REGISTERED
CONWAY HEIGHTS TOWNHOUSE DEVELOPMENT
DECLARATION OF COVENANTS AND RESTRICTIONS
POLIQUIN, CARRIER & RICE ASSOCIATES
Box 456, North Conway, NH 03860

"Conway Heights Townhouse Development, Property of Poliquin, Carrier & Rice Associates, Conway, New Hampshire" by Thaddeus Thorne-Surveys, Inc., dated February 14, 1985, revised through October 31, 1986 and recorded in the Carroll County Registry of Deeds at Plan Book 95, Page 69. Said townhouse lots shall be designated by the numbers 1 through 44, as may be depicted on future plans this Declaration may be amended to include. The word "plan" when referred to in this Declaration shall be deemed to include all such future plans. The size of each lot and the location thereof within the parcel shall be designated on such future plans.

TOWNHOUSE: A townhouse is the single family, attached or detached dwelling unit located on each townhouse lot and numbered in the same manner as the townhouse lot upon which the townhouse is built.

ASSOCIATION LAND: The association land shall be all the land described below in Article I (Description of Property) and shown on the plan except that it shall not include the townhouse lots and townhouses shown on said plan. The association land shall also be deemed to include the subsurface water system and appurtenances thereto and the subsurface septic system and appurtenances thereto as located on or under the association land, but not to include that located on or under a townhouse lot.

ARTICLE I

DESCRIPTION OF PROPERTY

I.1 The real property (hereinafter sometimes referred to as "the Property") which is and shall be held, transferred and occupied subject to the Covenants and Restrictions is located in Conway, New Hampshire and is more particularly described as follows:

A certain tract or parcel of land with any improvements thereon, located southerly on the road leading from Conway Center to Conway (Old Route 113), in the Town of Conway, County of Carroll, State of New Hampshire and being shown on a plan entitled "Conway Heights Townhouse Development, Property of Poliquin, Carrier & Rice Associates, Conway, New Hampshire" by Thaddeus Thorne-Surveys, Inc., dated February 14, 1985, revised through October 31, 1986 and recorded in the Carroll County Registry of Deeds at Plan Book 95, Page 69, being more particularly bounded and described as follows:

"Beginning at an iron pin in the southwesterly corner of land now or formerly of Fog said point being 148.32 feet southerly from an iron pin in the southerly line of Old Route 113.

"Thence North 65° 00' 20" East 169.61 feet to an iron pine in the line of land now or formerly of Grant;

"Thence southerly along land of Grant 48.88 feet to an iron pin;

"Thence North 66° 19' 40" East 75.04 feet to an iron pin in the line of land now or formerly of Harper;

"Thence South 27° 25' 00" East 387.14 feet to an iron pin in the line of land now or formerly of Kimball;

"Thence South 14° 49' 40" West along the lines of Kimball, Chaplin and Folsom 374.93 feet to an iron pin;

"Thence South 14° 34' 00" West along land of Audette and Davis to an iron pin;

"Thence North 75° 18' 20" West 253.63 feet to an iron pin in the line of roadway;

"Thence southerly along the easterly line of said roadway 373.50 feet to an iron pin in the southwesterly corner of land of Hoyt.

"Thence South 75° 24' 40" East along land of said Hoyt 324.06 feet to an iron pin in the line of Hunt;

"Thence South 13° 51' 41" West along Hunt, McDonald, Pitman and Limric 414.39 feet to an iron pin;

"Thence North 76° 38' 20" West along land of the Kennett Company 322.54 feet to an iron pin;

"Thence North 77° 04' 20" West 326.47 feet to an iron pin;

"Thence North 13° 47' 00" East along land of the Kennett Company 1084.93 feet to an iron pin in the corner of land Farrar;

"Thence North 03° 14' 00" West 246.97 feet to an iron pin in the line of land of Haley;

"Thence North 67° 56' 00" East 356.66 feet to an iron pin in the southerly line of the roadway;

"Thence northerly along Haley land and the westerly side of the roadway 250.00 feet to Old Route 113;

"Thence easterly along Old Route 113 60 feet to the corner of land of Fogg;

"Thence southerly along land of Fogg 148.32 feet to the iron pin which is the point of beginning."

Containing 19.68 acres, more or less.

Meaning and intending to describe the same premises conveyed to Edward J. Poliquin, Jr., Grafton B. Carrier and William F. Rice, d/b/a Poliquin, Carrier & Rice Associates dated by Warranty Deed of Robert S. Haynes and Norma A. Haynes dated August 30, 1985 and recorded at the Carroll County Registry of Deeds at Book 1030, Page 472.

ARTICLE II

CONWAY HEIGHTS TOWNHOUSE ASSOCIATION

- II.1 The Conway Heights Townhouse Association is a non-profit corporation created pursuant to RSA Chapter 292 of the New Hampshire Laws, and charged with the duties and empowered with the rights set forth in this Declaration. The affairs of the Association shall be governed by its Articles of Agreement, and in conformity with the requirements of the Declaration.
- II.2 An owner shall be defined as the record owner, whether one (1) or more persons or entities, of each lot, as hereinbefore defined. Each owner, including Developer, shall automatically be a member of the Association.
- II.3 There shall be one (1) vote for each lot. If a lot is owned in common and undivided by multiple owners, there shall remain only one (1) vote to be cast as per agreement of the multiple owners. If the multiple owners are unable to agree as to how the vote shall be cast, the vote shall not be exercised.
- II.4 The Association shall be obligated to maintain all association properties and facilities, including roadways, water systems, septic systems, parking areas, the association land, utilities and utility rights of way up to the individual homes, but not those portions of the systems that are on or under townhouse lots. The Association shall take action to enforce the covenants and restrictions contained in this Declaration and shall collect assessments. The Association shall pay all taxes assessed against said association properties. In furtherance of these specific purposes and in furthering the peace, safety, health and general welfare of the owners, the Association shall have the powers contained in its Articles and is authorized to do all acts necessary or desirable to carry out its purposes.
- II.5 The Association may develop recreational facilities in addition to those constructed by the developer on the association land as the Board of Directors shall from time to time determine; provided, however, that no expenditure for this purpose in excess of Five Thousand Dollars (\$5000.00) shall be made without the concurrence in writing of two-thirds (2/3) of the members of the Association not including the Developer.

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Grafton B. Carrier


Randall P. Cooper


Jean A. Simon-Sullivan



TOWN CLERK'S OFFICE
TOWN OF CONWAY

Artist Falls Road
North Conway, N.H. 03860

Route 113
Madison, N.H. 03849

Main Street
Bartlett, N.H. 03812

Received and recorded this 13th day of January, 1987.


Town Clerk
Conway, NH


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II.6 Commencing in 1987, the annual meeting of the home owners Association shall take place on the first Saturday of June of each year at 2:00 p.m. on the property. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the owners of record as of January 1 of each year not less than twenty (20) days prior to the date fixed for said meeting.

ARTICLE III

BOARD OF DIRECTORS

III.1 The affairs of the Association shall be managed by the Board of Directors consisting of three (3) Directors.

III.2 The Board of Directors shall:

- A. Adopt and publish rules and regulations governing the use of Association land and facilities thereon.
- B. Determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Article IV.
- C. Take such other action as may be reasonably necessary to the good and proper management of the Association.
- D. Have and exercise such powers as provided in the Association's Articles and By-Laws.

III.3 The Board of Directors shall have the authority to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges including those reserved to Developer by this Declaration.

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

The Board of Directors shall serve pursuant to the By-Laws of the Conway Heights Townhouse Association.

ARTICLE IV

ASSESSMENTS

IV.1 Each owner of any lot, but excluding lots not yet conveyed by the Developer, by acceptance of title thereto, whether or not there shall be a reference to such covenant in the deed or other conveyance to such owner, be deemed to covenant and agree to pay

to the Association such monthly assessments as may be established or hereinafter provided.

IV.2 The amount of the assessment against each lot subject thereto shall each year be fixed by the Board of Directors, provided that no lot shall be assessed an amount in excess of any other lot, including lots not yet conveyed by the Developer. The annual assessment shall be divided into twelve (12) equal monthly installments and shall be due the first day of each month. In addition to the annual assessment described hereinbefore, the Board of Directors may levy a special assessment in any year to obtain funds necessary for any duly authorized purpose under the Association's Articles, provided that approval of such levy is given by two-thirds (2/3) of the aggregate voting strength of the Association.

IV.3 Monthly assessments made pursuant hereto, together with interest thereon computed from the due date of each assessment at the rate of one and one-half percent (1 1/2%) per month, and all costs of collection thereof, including attorney's reasonable fees, shall be a charge on the lot and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the owner of such property as of the time payment thereof shall become due. Said lien shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to New Hampshire Revised Statutes Annotated Chapter 479.

The Association shall have the right to impose a ten dollar (\$10.00) monthly service charge upon each lot owner whose assessment is thirty (30) days overdue, in addition to the interest imposed as previously set forth. The Secretary of the Association shall, upon conveyance of any lot, issue a certificate of payment of assessments and release of lien if no outstanding assessments shall be due from said lot.

IV.4 All assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners at the development and, in the minimum, shall provide for maintenance of the association land and the association properties, services and facilities devoted to this purpose, for an adequate reserve fund for maintenance, repairs and replacement of those elements of association property that must be replaced on a periodic basis, New Hampshire real estate taxes and liability and fire insurance on the association land, subject, however, to the provisions of Paragraph II.5. Fire insurance on the association properties shall be in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost. Any proceeds paid under said policy shall pay for the repairs, replacement, or reconstruction of the lost or damaged property.

IV.5 The lien of the assessments provided for herein shall be subordinate to any first mortgage lien of any institutional

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lender of record now or hereafter placed upon the properties subject to assessment.

IV.6 A purchaser of a lot shall take title to the lot subject to the lien for all unpaid assessments made against previous owners thereof, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at a sale in lieu of such foreclosure and a purchaser from a first mortgagee who purchases at such a foreclosure sale or such a sale in lieu of foreclosure, shall not be liable for payment of assessments unpaid and due as of the time of his acquisition but shall be liable for assessments becoming due thereafter.

IV.7 First mortgagees, may jointly or singly, pay taxes or other charges, including assessments that are in default and which may or have become a charge against any association property and may pay overdue insurance premiums on hazard insurance policies or secure new hazard insurance on the lapse of a policy. Any such payment by a first mortgagee, except for payments of taxes on individual lots or assessments on the same, shall be entitled to immediate reimbursement from the Association.

IV.8 Upon request of any first mortgagee, the Association shall notify the first mortgagee, in writing, of any default in the above provisions by the mortgagor, which have remained in default for a period of sixty (60) days.

ARTICLE V

ASSOCIATION LAND

V.1 Association land shall be land, improvements and easements devoted to the social welfare, use and enjoyment of owners of the property, and designated "association land" on a recorded subdivision plan of the property or so designated in the deed conveying such land or easements to the Association. Such association land and association property shall include, but not be limited to, community water and septic systems, access drive-ways, parking areas, conference and security buildings, utility lines, fire protection water sources and recreational facilities.

V.2 Association land shall be managed in such a way as to promote the owners' enjoyment of the wooded, natural state of the land.

V.3 Every member shall have a right and easement of enjoyment in common with others in and to the association land including, but not limited to, easements of access to and from the public highways and access roads shown on the plan which easement shall be appurtenant to and shall pass with the title to every home whether or not expressly mentioned in a deed thereto. Each member shall have the right to delegate such rights of enjoyment to his guests and to persons residing in his home. Such rights

are subject to the rights of other owners in the association land.

V.4 The owners of lots using a particular septic system will be jointly and severally liable for the repairs, maintenance and rebuilding of that system. In the first instance, the Association will undertake all repairs of any such system located on association property, but the cost thereof will be borne by the townhouse lot owners in the form a special assessment without the necessity of a vote as specified in Article III. In the event any such system fails and cannot properly function where situated, it may be rebuilt at another suitable place on the association land subject to the approval of the Board of Directors. There is an appurtenant easement for installation, repair and maintenance of any and all said systems. All septic tanks shall be pumped every two years with expense being the responsibility of the owners using the system.

ARTICLE VI

USE RESTRICTIONS

VI.1 The following restrictions are imposed upon each townhouse lot for the benefit of every other townhouse lot on the property and may be enforced by any owner including the Developer, or the Association:

- (a) The townhouse lot or premises shall be used for residential purposes only. No other structure shall be built without the prior written approval of the Developer, or its successors and assigns to whom this right is respectively conveyed. Provided, however, the developer reserves the right to use or convey Townhouse lot 1 for a real estate sales or rental office.
- (b) No use shall be made of the land to interfere with the quiet enjoyment of such in its natural state. No sign, billboards, posterboard, or advertising structure of any kind shall be erected or maintained on any lot or structures for any purpose whatsoever, except such signs as may have been approved by the Developer, or its successors or assigns, the Directors of the Association, and its successors or assigns.
- (c) No lot shall be subdivided into smaller lots.
- (d) No motorized off-the-road vehicles shall be operated on any lot or Association land, including, but not limited to, snowmobiles, trail bikes and all terrain vehicles.
- (e) Tanks for the storage of fuel maintained on any lot shall be buried or enclosed.

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- (f) No fowl, horses, household pets or other animals shall be kept on any lot, except that a reasonable number of the usual household pets may be kept in conformity with Town of Conway animal regulations, if any, and in conformity with those regulations from time to time established by the Association.
- (g) No rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any lots. No trash, ashes, or other refuse may be thrown or dumped on any land. The burning of refuse outdoors shall not be permitted. No incinerator or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Directors, or its successors and assigns. Each property owner shall provide suitable receptacles for the collection of refuse, which shall be screened from view and protected from disturbance, unless the Directors provide a common service.
- (h) No clothesline, television antennas, air conditioning equipment or other personal property of a similar nature shall be maintained, kept, stored, placed or left where it may be seen by the general public or other owner, without the prior written consent of the Directors.
- (i) No trees of greater than six inches in diameter at a point two feet above ground level shall be cut or removed without written approval of the Board of Directors.
- (j) No unregistered or inoperable motor vehicle shall be moved onto or kept on any lot or on the association land.
- (k) No temporary structure, excavation, basement, trailer, or tent shall be permitted, placed, moved onto, or erected on any home lot.
- (l) All electrical and telephone service lines shall be placed underground and no outside electrical lines shall be placed overhead unless written permission to do so is first obtained from the Directors.
- (m) Each owner shall, at his own expense, keep his townhouse lot and its equipment and appurtenances in good order, condition, and repair. Each owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal.
- (n) No owner shall, without prior consent of the Directors, make, or permit to be made, any structural alteration, improvement or addition to the exterior of his home nor impair any easement or right or personal property which is part of the townhouse lot.

- (c) No owner shall, without prior consent of the Directors, paint or redecorate the exterior of his townhouse as to alter its natural appearance or disrupt the harmonious integrity of the homes.

ARTICLE VII

DISREPAIR AND DESTRUCTION

- (a) In the event any townhouse falls into such a state of disrepair as to be deemed a "hazardous building", being defined as any structure or part of a structure which, because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health, the Board of Directors may order the owner thereof to correct the hazardous condition of such building. The order of the Board shall state in writing the grounds therefor, specifying the necessary repairs and providing ninety (90) days for compliance. In the event of failure of the owner to comply, the Board may cause the building to be repaired or, if necessary, in its opinion, razed and rebuilt.
- (b) For purposes of enforcement hereof, each owner's policy of hazard insurance shall name Conway Heights Townhouse Association an insured as its interest may appear.
- (c) The Board of Directors shall keep an accurate account of expenses incurred in carrying out its order and of all other expenses theretofore incurred in connection with its enforcement, including specifically, but not exclusively, any and all attorneys' fees, construction charges connected with labor, materials and services in repair and/or rebuilding of the premises from the time the order was originally made and shall credit thereon the amounts, if any, received from the sale of the salvage or building or structure and any casualty insurance payments. If the amount received from the sale of the salvage, including any personal property and fixtures situated therein and insurance proceeds does not equal or exceed the amount of expenses, the Board shall establish the amount of the difference as a deficiency which amount shall be a continuing lien against the property together with interest thereon computed from the expiration of the ninety (90) day period for compliance at the rate of one and one-half percent (1 1/2%) per month along with all costs of collection including attorneys' reasonable fees. Said lien shall also be the personal obligation of the owner of such property and shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to New Hampshire Revised Statutes Annotated Chapter 479.

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ARTICLE VIII

RESERVED EASEMENTS AND RIGHTS

VIII.1 Developer reserves in all lots and all townhouses shall be conveyed subject to, easements for all or any of the following uses and purposes:

- (a) Service boxes, poles, wires and conduits, above or below ground, for the transmission of electricity and telephone messages, and other purposes and for necessary attachments in connection therewith;
- (b) Facilities (pumps, etc.), ditches, pipes and culverts for surface water drainage and sewer, water and gas mains and pipes and appurtenances thereto;
- (c) The construction and maintenance of slopes and cuts in conjunction with roadways and pathways upon the property;
- (d) Any other method of conducting and performing any public or quasipublic utility or service function over or beneath the surface of the ground;
- (e) Cables, conduits and wires above or below ground for community radio and television antenna services;
- (f) Installing, replacing, repairing and servicing any of the foregoing, including trimming and cutting;
- (g) Control and maintenance of the community water supply and sewerage disposal systems and such easements as are reasonably necessary for such.
- (h) Use of association land and association property for building construction and sales purposes conducive to the completion of this development and for construction of recreational facilities and related amenities.

VIII.2 All the rights, easements, privileges and powers reserved to and retained by the Developer under the terms of this Declaration shall be assignable by it to the Association, or to any person or entity who has acquired title to all or part of the property now owned by Developer in Conway, New Hampshire, for the purpose of completing the construction of this development, or to any person or entity who has undertaken to furnish services such as water, sewer, power and telephone service to the owners, but in such latter case only those rights and easements necessary or convenient to the providing of such services shall be assignable. The Association shall accept assignment of any such rights, easements, privileges and powers.

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VIII.3 The plan for construction of several attached residential dwellings, as devised by the Developer, contemplates the joint use of certain footings and foundations as well as a unified roof. All owners in a particular structure enjoy reciprocal easements to use and maintain such footings, foundations and roofs and for such necessary adjacent, lateral and subjacent support as is necessary.

VIII.4 The Developer for itself, its heirs, successors and assigns (including as a possible assignee, the Association) shall have the right to enter any premises on the property in order to effect emergency repairs or to do any other act necessary to protect the property, health or safety of any owner.

ARTICLE IX

AMENDMENTS

IX.1 During the first two (2) years following the recording of this Declaration in the Carroll County Registry of Deeds, the Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time by a vote of two-thirds (2/3) of the aggregate voting strength of the Association, not including the Developer, ratified by the Developer and a majority of the Board of Directors, provided:

- (a) No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Association at least thirty (30) days in advance of the meeting at which the same is considered; and
- (b) An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Registry of Deeds for the county in which this Declaration is recorded.
- (c) No such amendment shall be effective to relieve the Association of the obligation to maintain septic systems as set forth in Paragraph II.4 herein.

IX.2 After the expiration of said two (2) years, amendments to this Declaration or any declaration supplementary hereto may be made in the same manner provided in Paragraph VIII.1 hereof except that the ratification of the Developer shall not be required.

ARTICLE X

MISCELLANEOUS

X.1 The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be

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enforceable by the Association, or the owner of any land subject to this Declaration or any declaration supplemental hereto, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Board of Directors has been recorded, such instrument certifying that a vote of the then owners of the lots has been taken and two-thirds (2/3) of such owners, not including the Developer, have agreed to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least thirty (30) days in advance of any action taken.

X.2 Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as a member on the records of the Association at the time of such mailing.

X.3 Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

X.4 Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

X.5 It is the expressed intention of the developer to create a planned unit development and not a condominium development subject to New Hampshire Revised Statutes Annotated 356-B.

ARTICLE XI

XI.1 The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, nor are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

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IN WITNESS WHEREOF, POLIQUIN, CARRIER & RICE ASSOCIATES have caused this instrument to be executed on the day and date hereinbefore written.

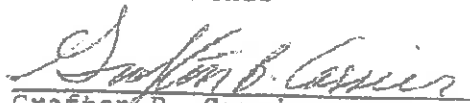

Witness

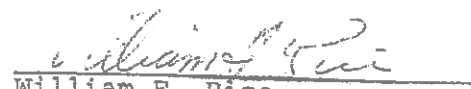
To all
Witness

Three
Witness

POLIQUIN, CARRIER & RICE
ASSOCIATES


Edward J. Poliquin, Jr.
General Partner


Grafton B. Carrier
General Partner

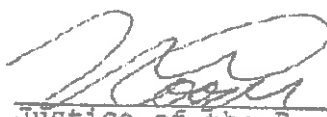

William F. Rice
General Partner

STATE OF NEW HAMPSHIRE
CARROLL, SS.

January 9, 1987

Personally appeared the above-named Edward J. Poliquin, Jr., Grafton B. Carrier and William F. Rice, General Partners of Poliquin, Carrier & Rice Associates and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Justice of the Peace/
Notary Public
My Commission Expires: _____

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