FIRST AMENDMENT
TO
DECLARATION

RIVER RUN MOTEL CONDOMINIUM II

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CARROLL COUNTY
REGISTRY OF DEEDS

THIS FIRST AMENDMENT TO DECLARATION is made this 6th day of November, 1985, by River Run Company, Inc., a New Hampshire corporation, with its principal place of business at the Town of Bartlett, County of Carroll and State of New Hampshire, Declarant of the River Run Motel Condominium II (the "Declarant").

WHEREAS, the River Run Motel Condominium II Declaration made December 13, 1984, was recorded at the Carroll County Registry of Deeds ("Registry") at Book 978, Page 104 (the "Declaration") and the Site Plan and Floor Plans relative thereto, were recorded at said Registry in Plan Book 72, Page 3 and Pages 4-8, inclusive (the "Original Plans"); and

WHEREAS, the Declarant submitted to the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, a tract of land containing approximately 14.34 acres including 13 units situated upon a parcel of land containing approximately 2.30 acres labelled "Phase V" on the Original Plans, and also including two parcels of Additional Land, as shown on the aforesaid Site Plan; and

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WHEREAS, the Original Plans fully and accurately depict the layout, location, unit designations and dimensions of the aforesaid Units; and

WHEREAS, pursuant to Paragraph 4 of the Declaration, Declarant reserved the right to create up to 95 Units on the Additional Land shown on the Original Plans by Amendment to the Declaration executed by Declarant alone; and

WHEREAS, the Declarant desires to annex a portion of the Additional Land to the Condominium and create thereon 17 additional Units and certain Limited Common Area and to reallocate the Undivided Percentage Interests among the Units;

BK1047 PG 155

NOW THEREFORE, the Declarant further declares by means of this First Amendment, the following:

1. Annexation of Additional Land. Pursuant to the provisions of Sections 20 III, 20V and 25 of the Condominium Act and Paragraph 4 of the Declaration, the Declarant hereby amends the Declaration for the purpose of annexing a portion of the Additional Land containing 2.46 acres, such portion being shown on the Site Plan recorded herewith as "Phase VI", into seventeen (17) additional

Units, as shown on the Site Plans and Floor Plans recorded herewith, and allocating certain Limited Common Area to the aforesaid Units as shown on the aforesaid Site and Floor Plans and described in the revised Exhibit B, both recorded herewith, and reallocating the Undivided Percentage Interests among thirty (30) Units as shown on the revised Exhibit C, recorded herewith.

2. Related Amendments. Pursuant to Paragraph 4 of the Declaration, the Declarant hereby further amends the Declaration to bring certain provisions into conformity with the foregoing Amendments, as follows:

a. Paragraph 3(d)(i) of the Declaration shall be amended by striking the entire contents thereof and substituting the following:

> (d) Description of Units.
>
> (i) Buildings. The Condominium includes two (2) residential buildings containing a total of thirty (30) units. These building have been constructed on the Land. As provided in Paragraph 4 of the Declaration, Declarant has reserved the option of annexing portions of the Additional Land and creating thereon up to seventy-eight (78) Units of the Condominium so that the maximum total number of Units would be One Hundred and Eight (108). The location and dimensions of the residential buildings are shown on the Plans of the Condominium. Building VI contains thirteen (13) Units and Building VII contains seventeen (17) Units, each Unit having one or two stories, without basement. The buildings are of cement block construction and each contains a partial basement with laundry, utility and storage facilities.

This First Amendment shall take effect immediately upon its recordation, together with revised Site and Floor Plans, at the Carroll County Registry of Deeds.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Declaration to be executed by its duly authorized President this 5TH day of NOVEMBER, 1985.

WITNESS:

RIVER RUN COMPANY, INC.

By: _____
Joseph L. Berry, President

BK1047 PG 156

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On the 5TH day of NOVEMBER, 1985, before me, personally appeared Joseph L. Berry, who acknowledged himself to be the President of River Run Company, Inc., and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Robert B. Kantack
~~Justice of the Peace~~/
Notary Public

ROBERT B. KANTACK, Notary Public
My Commission Expires June 3, 1990

White Mountain National Bank, a banking corporation with its principal place of business in the Town of North Conway, County of Carroll, State of New Hampshire, holder of a mortgage lien on a portion of the premises described in Exhibit A hereto, conveyed by mortgage deed of River Run Company, Inc. dated March 15, 1985, recorded Carroll County Registry of Deeds, Book 0993, Page 139, joins herein for the purpose of assenting to recordation of this First Amendment and to the legal effect and operation thereof, provided, however, that, until separately release by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

WITNESS:

Robert B. Kantack

WHITE MOUNTAIN NATIONAL BANK

By: Matthew Nastasia
Its Commercial Loan Officer

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On the 5TH day of NOVEMBER, 1985, before me, personally appeared MATTHEW NASTASIA, who acknowledged himself to be the COMMERCIAL LOAN OFFICER of White Mountain National Bank, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Robert B. Kantack
~~Justice of the Peace~~/
Notary Public

ROBERT B. KANTACK, Notary Public
My Commission Expires June 3, 1990

BK 1047 PG 157

Mt. Attitash Lift Corporation, a New Hampshire corporation having its principal place of business in Bartlett, County of Carroll, State of New Hampshire, holder of a mortgage lien on a portion of the premises described in Exhibit A hereto, conveyed by mortgage deed of Joseph L. Berry and Edward T. Moore dated September 30, 1977, recorded Carroll County Registry of Deeds, Book 682, Page 168, joins herein for the purpose of assenting to recordation of this First Amendment and to the legal effect and operation thereof, provided, however, that, until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

WITNESS:

Robert B. Kantam

MT. ATTITASH LIFT CORPORATION

By: Thaddeus Thorne
Its Pres.

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On the 6TH day of NOVEMBER, 1985, before me, personally appeared THADDEUS THORNE, who acknowledged himself to be the PRESIDENT of Mt. Attitash Lift Corporation, and that he, as such PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Evelyn G. Hammond
Justice of the Peace/
Notary Public

EVELYN G. HAMMOND, Notary Public
My Commission Expires November 25, 1986

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Attitash Associates, holder of a mortgage lien on a portion of the premises described in Exhibit A hereto, conveyed by mortgage deed of Mt. Attitash Lift Corporation dated September 15, 1977 and recorded in the Carroll County Registry of Deeds at Book 681, Page 187, joins herein for the purpose of assenting to the recordation of this First Amendment and to the legal effect and operation thereof, provided, however, that, until separately released by appropriate instrument hereafter, each of the within Units and the Common Area appurtenant hereto shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

WITNESS:

ATTITASH ASSOCIATES

By: _____
Its GP

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On the 6th day of NOVEMBER, 1985, personally appeared before me THADDEUS THORNE, who acknowledged himself to be the GENERAL PARTNER of Attitash Associates, and as such GENERAL PARTNER, being authorized to do so subscribed to the foregoing Declaration and acknowledged his execution thereof.

_____
Justice of the Peace
Notary Public

EVELYN G. HAMMOND, Notary Public
My Commission Expires November 26, 1986

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BK1047 PG 159

EXHIBIT A

RIVER RUN MOTEL CONDOMINIUM II

LEGAL DESCRIPTION OF SUBMITTED LAND

Beginning at a point along land owned by the Maine Central Railroad, which point is the southeasterly corner of the premises herein described, thence North 88° 49' 20" West, a distance of 465 feet; thence North 17° 15' 20" East, a distance of 156.04 feet to a point; thence South 88° 49' 20" East, a distance of 30 feet; thence North 17° 15' 20" East a distance of 328.96 feet to a point at land now or formerly of Mt. Attitash Lift Corporation; thence South 88° 49' 20" East a distance of 435 feet to an iron pin found at the Northwesterly corner of land of the River Run Motel Condominium; thence South 17° 02' 20" West a distance of 241.68 feet along said land of River Run Motel Condominium to a stone bound found; then South 17° 28' 10" West, a distance of 243.32 feet to the point of beginning. The premises described herein contains 4.76 acres more or less. Meaning and intending to describe those parcels of land shown as "Phase V 2.30 ac." and "Phase VI 2.46 ac." on the Site Plan entitled "River Run Motel-Condominium II, Buildings VI-XIV" prepared by Thaddeus Thorne Surveys, Inc., and certified by D. David Douglas on October 2, 1985, which Site Plan is recorded in the Registry simultaneously herewith.

Also including a right to use a 30 foot wide licensed private crossing as shown on the plan of River Run Motel Condominium, recorded at Carroll County Registry of Deeds at Plan Book 41 Page 29 more particularly bounded and described as follows:

Beginning at a point on the southerly side of land of Maine Central Railroad, said point marking the southeast corner of the private crossing and which point is located 196.0 feet on a bearing of North 88° 49' 20" West from an iron pin marking the northwest corner of land now or formerly of Gramsdorff; thence North 88° 49' 20" West along the southerly line of the Maine Central Railroad a distance of 30 feet to a point, said point marking the southwest corner of the crossing herein described; thence North 17° 16' East a distance of 103.04 feet across the Maine Central Railroad to a point on the northerly line of said Railroad, said point marking the northwest corner of the crossing herein described; thence South 88° 49' 20" East a distance of 30 feet along said Railroad to a point, said point marking the northeast corner of the crossing herein described. Thence, South 17° 16' West a distance of 103.04 feet to the point of beginning.

Also including a right of ingress and egress to and from the Condominium over that portion of the River Run Motel Condominium 66 feet in width shown on the aforesaid Site Plan as the road from Route 302 through the River Run Motel Condominium and River Run Motel Condominium II to the Additional Land.

BK1047 PG-160

Also including the right and easement to enter upon the common area of the River Run Motel Condominium, located in Bartlett, Carroll County, State of New Hampshire, as shown on the Site Plans accompanying the River Run Motel Condominium Declaration, recorded at Book 711, Page 253, as amended by instruments recorded at Book 729, Page 329, Book 772, Page 330, Book 800, Page 261, and Book 899, Page 246 in the Carroll County Registry of Deeds, in order to lay, install, replace and repair water lines, pipes and fixtures and to connect the same to an existing water system on land which is common area of the River Run Motel Condominium, and to connect to existing utilities and to extend such utilities to all portions of the Submitted Land and to any land which may be annexed to the River Run Motel Condominium II by expansion pursuant to Paragraph 4 of the Declaration.

Subject to a right of ingress and egress reserved for Declarant, its successors and assigns to and from the Additional Land for any lawful purpose not inconsistent with the provisions of Paragraph 4 of the Declaration over that portion of the Submitted Land shown as "Proposed Road" on the Site Plan recorded herewith, and also a portion of the Submitted Land 30 feet in width, shown on the aforesaid Site Plan as the road from Route 302 through River Run Motel Condominium and River Run Motel Condominium II to the Additional Land.

Also subject to a right-of-way twenty (20) feet in width over and across a portion of the Premises from the northerly side of Route 302 to the Saco River for the purpose of constructing and maintaining a pipeline and other equipment in connection with a snowmaking system and for other uses of water from the Saco River as described and reserved in Warranty Deed of Mt. Attitash Lift Corp. to Joseph L. Berry and Edward T. Moore, dated September 30, 1977, recorded at Book 682, Page 165, Carroll County Registry of Deeds.

Also subject to an easement for Mt. Attitash Lift Corp. to develop amenities for recreational purposes including tennis courts, cross-country ski trails, etc. in that portion of the Premises which is within the so-called ten (10) year flood plain, as described in its deed to Joseph L. Berry and Edward T. Moore, dated September 30, 1977, recorded at Book 682, Page 165, Carroll County Registry of Deeds.

Also subject to rights-of-way sixty-six and two-thirds (66-2/3) feet in width in favor of Mt. Attitash Lift Corporation as described in its deed to Joseph L. Berry and Edward T. Moore, dated September 30, 1978, recorded at Book 682, Page 165.

BK1047 PG 161

ADDITIONAL DESCRIPTION OF UNITS - EXHIBIT B

UNIT BUILDING VI	LOCATION	UNIT BEDROOMS	UNIT LIVING ROOM	UNIT LOFT STORAGE	LIMITED COMMON AREA PATIO	LIMITED COMMON AREA BALCONY
E/F	Bldg. VI; First Floor	1	x		x	
G	Bldg. VI; First Floor	Bedroom/Living Room Combined			x	
H	Bldg. VI; First Floor	Bedroom/Living Room Combined			x	
I/J	Bldg. VI; First Floor	1	x		x	
K	Bldg. VI; First Floor	Bedroom/Living Room Combined			x	
L	Bldg. VI; Second & Third Floor	1	x	x		x
M	Bldg. VI; Second Third Floor	2	x	x		x
N	Bldg. VI; Second Third Floor	1	x	x		x
O	Bldg. VI; Second Third Floor	2	x	x		x
P	Bldg. VI; Second & Third Floor	1	x			x
Q	Bldg. VI; Second & Third Floor	1	x	x		
R	Bldg. VI; Second Third Floor	1	x			x
S	Bldg. VI Second Third Floor	1	x	x		

UNIT					LIMITED COMMON AREA	
UNIT BUILDING VII	LOCATION	BEDROOMS	LIVING ROOM	LOFT STORAGE	PATIO	BALCONY
A	Bldg. VII; Second Floor	1	x	x	x	
B	Bldg. VII; First & Second Floor	1	x	x	x	
C	Bldg. VII; First & Second Floor	1	x	x	x	
D	Bldg. VII; First & Second Floor	1	x	x	x	
E/F	Bldg. VII; First Floor	1	x	x	x	
G	Bldg. VII; First Floor	Bedroom/Living Room Combined			x	
H	Bldg. VII; First Floor	Bedroom/Living Room Combined			x	
I/J	Bldg. VII; First Floor	1	x		x	
K	Bldg. VII; First Floor	Bedroom/Living Room Combined			x	
L	Bldg. VII; Second & Third Floor	1	x	x		x
M	Bldg. VII; Second & Third Floor	2	x	x		x
N	Bldg. VII; Second & Third Floor	1	x	x		x
O	Bldg. VII; Second & Third Floor	2	x	x		x

UNIT		UNIT			LIMITED COMMON AREA	
UNIT	LOCATION	BEDROOMS	LIVING ROOM	LOFT STORAGE	PATIO	BALCONY
BUILDING VII						
P	Bldg. VII; Second Floor	Bedroom/Living Room Combined				x
Q	Bldg. VII; Second & Third Floor	1	x	x		x
R	Bldg. VII; Second Floor	1	x			x
S	Bldg. VII; Third Floor	1	x	x		

EXHIBIT C

RIVER RUN MOTEL CONDOMINIUM II
BUILDING VI & VII
ALLOCATION OF UNDIVIDED PERCENTAGE INTERESTS
IN THE COMMON AREA

BLDG.	UNIT	SQUARE FEET	PERCENTAGE
VI	E/F	1,036.35	3.61%
	G	480.87	1.67%
	H	480.87	1.67%
	I/J	1,036.35	3.61%
	K	486.45	1.69%
	L	915.48	3.19%
	M	1,049.61	3.65%
	N	907.38	3.16%
	O	1,447.78	5.04%
	P	584.54	2.03%
	Q	901.79	3.14%
	R	755.81	2.63%
	S	806.16	2.81%

BLDG.	UNIT	SQUARE FEET	PERCENTAGE
VII	A	1,147.49	3.99%
	B	1,202.87	4.19%
	C	1,145.87	3.99%
	D	1,131.12	3.94%
	E/F	1,174.12	4.09%
	G	555.00	1.93%
	H	555.00	1.93%
	I/J	1,217.75	4.23%
	K	545.75	1.90%
	L	1,173.00	4.08%
	M	1,570.54	5.47%
	N	1,139.62	3.97%
	O	1,830.29	6.37%
	P	592.00	2.06%
	Q	1,158.87	4.03%
	R	851.00	2.96%
	S	853.62	2.97%
TOTAL	30 UNITS	28,733.35 sq. ft.	100.00%

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BK1047 PG 165

EXHIBIT D

RIVER RUN MOTEL CONDOMINIUM II

LEGAL DESCRIPTION OF ADDITIONAL LAND

Pursuant to Paragraph 4 of the Declaration Declarant has reserved the right to expand the Condominium by adding all or any portion of the following described parcels of Additional Land:

A parcel of land adjacent to and west of the Submitted Land described in Exhibit A which is more particularly described as follows:

Beginning at the southeast corner of the parcel herein described, thence North 88° 49' 20" West a distance of 230 feet; thence North 17° 15' 20" East a distance of 280 feet; thence North 82° 33' 00" East a distance of 275 feet; thence South 17° 15' 20" West a distance of 166.89 feet; thence North 88° 49' 20" West a distance of 30 feet; thence South 17° 15' 20" West a distance of 156.04 feet to the point of beginning. Said parcel of Additional Land contains 1.63 acres and is shown on the Site Plan recorded herewith as "Phase VII - 1.63 ac."

Said 1.63 acre parcel of Additional Land is subject to and includes all the rights and interests appurtenant to the Submitted Land as described in Exhibit A, except that said parcel is not subject to the 20 foot right-of-way and is also not subject to an easement in favor of River Run Motel Condominium for water or utilities.

Beginning at an iron pipe set at the southeast corner of the premises herein described, which pipe is also at the southwesterly corner of the previously described 1.63 acre parcel of Additional Land, thence North 88° 49' 20" West a distance of 441 feet to a point; thence North 17° 15' 20" West a distance of 700 feet to a point; thence South 88° 49' 20" East a distance of 450 feet, more or less to an iron pipe; thence South 17° 15' 20" West a distance of 215 feet to an iron pipe; thence South 88° 49' 20" East a distance of 251 feet, to a point; thence South 17° 15' 20" West a distance of 162.07 feet to a point; thence South 82° 33' 00" West a distance of 275 feet; thence South 17° 15' 20" West a distance of 280 feet to the point begun at. Said parcel of Additional Land contains 7.95 acres and is shown on the Site Plan recorded herewith as "Additional Land - 7.95 acres."

Said 7.95 acre parcel of Additional Land is subject to and includes all the rights and interests appurtenant to the Submitted Land as described in Exhibit A, except that said parcel is not subject to the 20 foot right-of-way and is also not subject to an easement in favor of the River Run Motel Condominium for water or utilities.

BK1047 PG 169