

Commercial Lease
5100298
Active

2977 White Mountain Highway
Conway
Unit/Lot # 3

NH 03860

Listed: 7/16/2026 \$3,200.00 /\$
Leased:
DOM: 1



County NH-Carroll
VillDstLoc North Conway
Year Built 1915
Construction Status
Building Area Total
Building Area Source
Total Available Area 1,900
Total Available Area Source Estimated
Lease Amount Frequency Monthly
Lease/Sublease Lease
Lease Type Modified Gross
Lease Term 24 Months
Zoning HC
Road Frontage Length
Lot Size Acres
Lot Size Square Feet
Traffic Count

Activation Date



Business Type Business, Office

Business Type Use Office Building, Office Condo, Other

Directions Rt 16/302 North through North Conway Village. Building on right across from Delaney's Hole in the Wall Restaurant. First building on left, ground floor unit.

Public Remarks This ground floor office space in downtown North Conway is a great option for almost any professional business! Formerly fitted for a medical use, the unit features 5+ private offices, a large conference room, and a full reception/waiting area. There are two bathrooms and a large break room with kitchenette. Two entrances, including a handicap accessible option, and plenty of off-street parking. Tenant pays the monthly \$730 condo fee, which includes water/sewer, electric, heat, plowing/snow removal, trash, and common area maintenance. Tenant responsible for own communications, interior janitorial, and any build-out needed. Minimum 2-year lease required.

STRUCTURE

Foundation Details Concrete
Roof Shingle

Building Number
Total Units 4
of Stories 1
Divisible SqFt Min
Divisible SqFt Max

Basement No
Basement Access Type

Ceiling Height
Total Elevators

Total Drive-in Doors
Door Height

Total Loading Docks
Dock Height

Dock Levelers

UTILITIES

Heating Direct Vent, Mini Split
Natural Gas Available
Cooling Mini Split

Utilities Propane
Water Source Public
Sewer Public
Electric 200+ Amp Service
Internet High Speed Intrnt Avail

LOT/LOCATION

Submarket Conway/North Conway
Project Building Name Main Street Professional Condos
Zoning HC

Waterfront Property
Water View
Water Body Access
Water Body Name
Water Body Type
Water Frontage Length
Waterfront Property Rights
Water Body Restrictions

FEATURES

Air Conditioning Percent
Sprinkler
Signage

Railroad Available
Railroad Provider

DISCLOSURES

Seasonal
Right of First Refusal

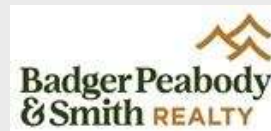
PREPARED BY

Austin S Hale
Phone: 603-781-1027
AustinH@BadgerPeabodySmith.com

My Office Info:

Badger Peabody & Smith Realty
2633 White Mountain Hwy

North Conway NH 03860
Off: 603-356-5757
Info@BadgerPeabodySmith.com



Listed by:

Austin S Hale/ Badger Peabody & Smith Realty

Subject to errors, omissions, prior sale, change or withdrawal without notice. Users are advised to independently verify all information. The agency referenced may or may not be the listing agency for this property. PrimeMLS is not the source of information presented in this listing. Copyright 2026 PrimeMLS.

Property Address 2977 White Mountain Hwy 3
North Conway, NH 03860



NH CIBOR

Mandatory New Hampshire Real Estate Disclosure & Notification Form



1) NOTIFICATION RADON, ARSSENIC AND LEAD PAINT: Pursuant to RSA 477: 4-a, the SELLER hereby advises the BUYER of the following:

RADON : Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

2) DISCLOSURE FOR WATER SUPPLY AND SEWAGE DISPOSAL: Pursuant to RSA 477:4-c & d, the SELLER hereby provides the BUYER with information relating to the water and sewage systems:

WATER SUPPLY SYSTEM

Type: Municipal - North Conway Water Precinct

Location: _____

Malfunctions: _____

Date of Installation: _____

Date of most recent water test: _____

Problems with system: _____

SEWERAGE DISPOSAL SYSTEM

Size of Tank: Municipal - North Conway Water Precinct

Type of system: _____

Location: _____

Malfunctions: _____

Age of system: _____

Date most recently serviced: _____

Name of Contractor who services system: _____

Property Address 2977 White Mountain Hwy 3
North Conway, NH 03860

3) INSULATION: Is the Property currently used or proposed to be used for a 1 to 4 family dwelling?
Yes ☐ No ☒

If yes, the SELLER hereby provides the BUYER with information relating to insulation:

Location(s): _____

Type: _____

4) LEAD PAINT: Was the property construction prior to 1978 and is the Property or any part of the Property used for residential dwelling(s) or special uses that would require the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form under federal law?

Yes ☐ No ☒

If yes, has the Federal Lead Addendum been attached? And has the Federal pamphlet been delivered.

Yes ☐ No ☐

5) METHAMPHETAMINE PRODUCTION: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)

Yes ☐ No ☒

If Yes, please explain: _____

6) SITE ASSESSMENT ON WATERFRONT PROPERTY:

Does the Property use a septic disposal system?

Yes ☐ No ☒

If yes, is a Site Assessment Study for "Developed Waterfront" required pursuant to RSAs 485-A:2 and 485-A:39?

Yes ☐ No ☐

If yes, has the SELLER engaged a permitted subsurface sewer or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the Department of Environmental Services?

Yes ☐ No ☐

7) CONDOMINIUM: Pursuant to RSA 477:4-f, is the property a condominium?

Yes ☒ No ☐

If the property is a condominium, BUYER has the right to obtain the information in RSA 356 - B58 I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

Property Address 2977 White Mountain Hwy 3
North Conway, NH 03860

8) RENEWABLE ENERGY IMPROVEMENTS

Is this property subject to a Public Utility Tariff Pursuant to RSA 374:61?

Yes ☐ No ☒ Unknown ☐

If yes than SELLER shall disclose, if known:

Remaining Term: _____

Amount of Charges: _____

Any Estimates or Documentation of the Gross or Net Energy or Fuel Savings _____

9) SELLER LICENSEE

Pursuant to RSA 331 A:26 XXII, is the Seller (or any owner, direct or indirect) of this property a real estate licensee in the state of New Hampshire:

Yes ☐ No ☒

10) ASBESTOS DISPOSAL: Does Property include an asbestos disposal site?

Yes ☐ No ☒ Unknown ☐

If yes, then disclosure is required pursuant to RSA 141-E:23.

11) PROPERTY ADDRESS:

Address: 2977 White Mountain Hwy 3, North Conway, NH 03860

Unit Number (if applicable): 3

Town: Conway

 _____

SELLER

Carrie Siefer

7/15/26

Date

SELLER

Date

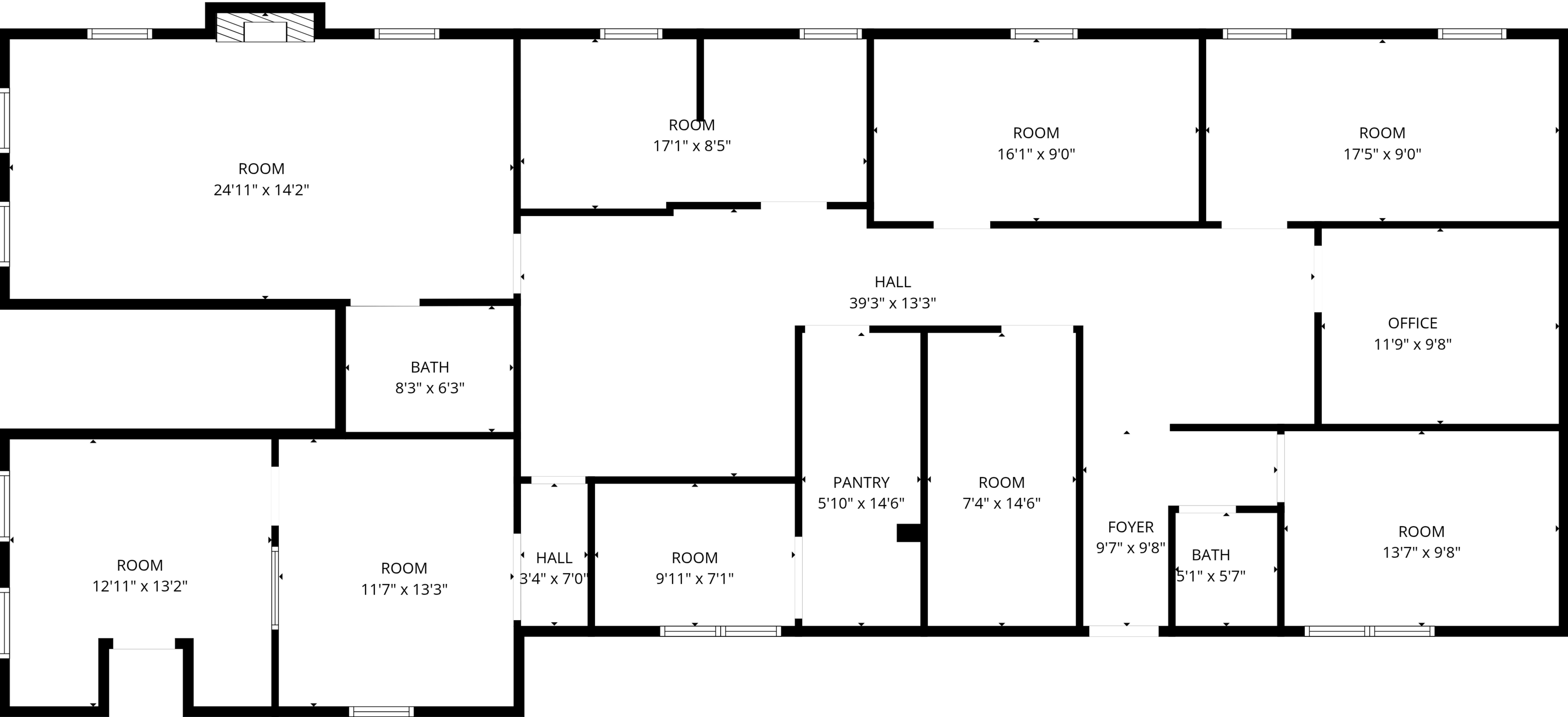
The BUYER(S) hereby acknowledge receipt of a copy of this disclosure prior to the execution of the Purchase and Sale Agreement to which this is appended.

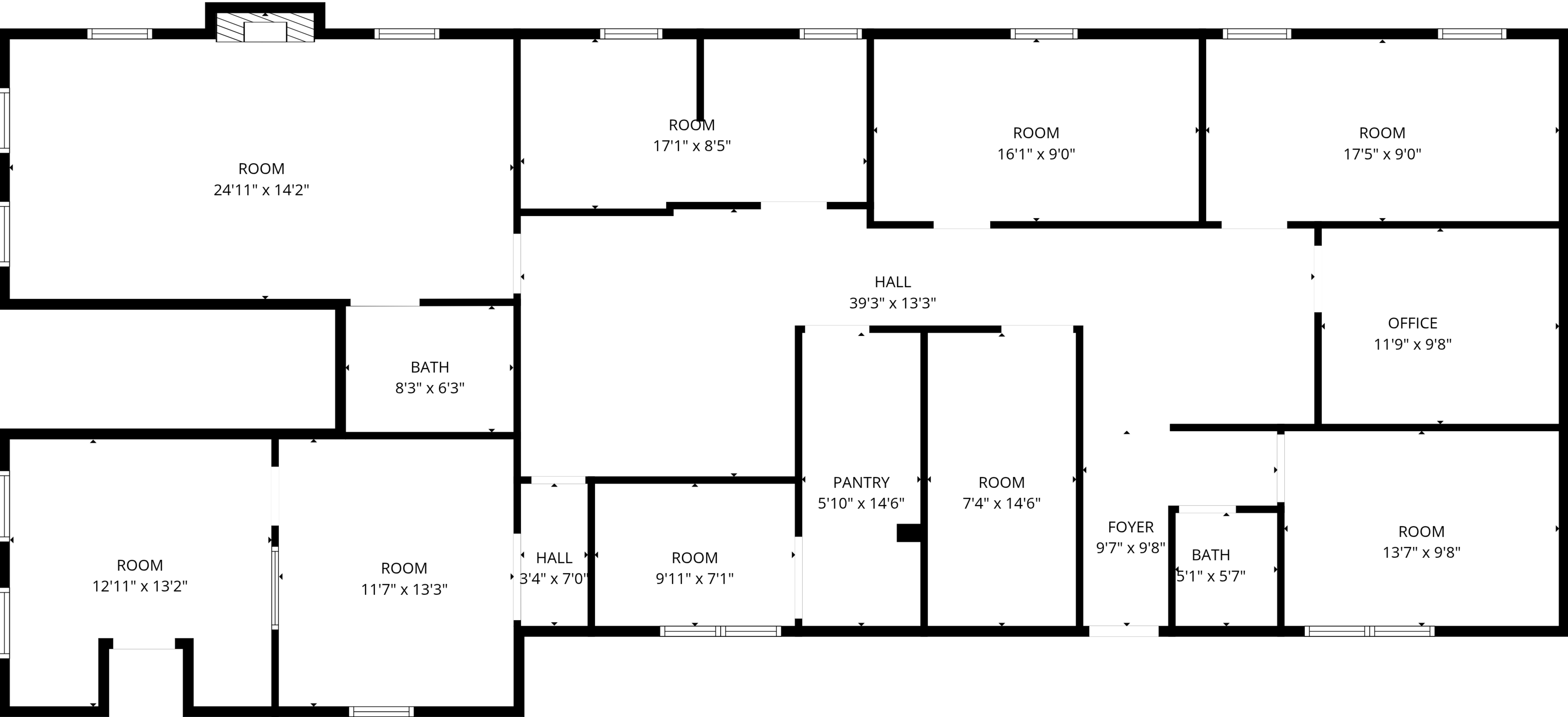
BUYER

Date

BUYER

Date





Return to (3)
J Lee Gregory

DECLARATION

MAIN STREET PROFESSIONAL CONDOMINIUMS

GARY E. COLE of Main Street, Town of Conway, County of Carroll, and State of New Hampshire, herein called Declarant, for himself, his heirs, grantees and assigns, does hereby declare:

1. SUBMISSION OF PROPERTY. The Declarant hereby submits the land located in North Conway, Carroll County, New Hampshire and more particularly described in Exhibit A annexed hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant in fee simple, to the provisions of the Condominium Act of The State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property.

2. DEFINITIONS. As provided in Section 12 I of the Condominium Act, capitalized terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit D, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein:

(a) "Building Limited Common Area" means the common area which is related to and part of a building other than the unit alone as more fully set forth in paragraph 3(e) of this Declaration.

(b) "Bylaws" means the Bylaws providing for the self-government of the Condominium attached hereto as Exhibit D, as amended from time to time.

(c) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes the Building Limited Common Area, and Limited Common Area.

(d) "Condominium" means the Main Street Professional Condominium, the condominium established by this Declaration.

(e) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(f) "Land" shall have the meaning set forth hereinabove.

(g) "Majority of the Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Association of Owners appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(h) "Owner" or "Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Condominium Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of

CARROLL COUNTY REGISTRY

RECEIVED

9:09 AM Nov 22 1982

to perform the duties of Register of Deeds.
Commissioner
A. B. Byles

LIBER 871 PAGE 284

foreclosure.

(i) "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in Paragraph 3(g) hereof.

(j) "Site Plan and Floor Plans" or "Plans" means the plan of the entire property described in this Declaration, and all floor plans attached thereto, recorded simultaneously with this Declaration.

(k) "Property" means the Land and the buildings and all other improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto, and all articles of personal property intended for common use in connection therewith.

(l) "Rules" means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.

(m) "Unit means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof.

(n) "Unit Owners' Association" or "Association" means all of the Owners as defined in subparagraph (g) acting as a group in accordance with this Declaration and/or the Bylaws.

3. STATUTORY REQUIREMENTS. The following information is provided pursuant to the provisions of Section 16 I of the Condominium Act:

(a) Name. The name of the Condominium is the Main Street Professional Condominium

(b) Location. The condominium is located on North Main Street in the Village of North Conway, in the Town of Conway, County of Carroll, State of New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the land submitted to the Condominium is contained in Exhibit A.

(d) Description of units.

LIBER 871 PAGE 285

(i) Buildings. The Condominium includes one building containing nonresidential units. This building has been constructed on the land. The location and dimensions of the non residential building is shown on the Plan of the Condominium. The existing building has three levels - lower, main, and upper levels of wood frame construction with full foundation for lower level. Any new building on the expandable land is to be of a complementary construction and architectural design.

(ii) Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit B is a list of all Units, their respective identifying numbers of Unit designations, locations (all as shown more fully on the Plans) and the Limited Common Area appurtenant thereto.

(iii) Unit Boundaries. The boundaries of each Unit with respect to floors, ceilings, and the walls, doors and windows thereof are as follows:

Floors: The unfinished interior surface of the floor.

Ceilings: The unfinished interior surface of the ceiling.

Perimeter walls and door frames: The unfinished interior surface thereof.

Windows and doors: As to entrance doors, the unfinished exterior surface thereof; and as to windows and window frames, the exterior surface of the glass and/or screens and the unfinished exterior surface of the window frames, screens and storm windows.

Each unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries. except any Common Area or Building Limited Common Area described in Paragraph 3(e) hereinbelow which may be located therein. The finished exterior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles, and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of each Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his Unit with Limited Common Area reserved for his Unit, and the sinks, bathtubs, and other plumbing facilities, refrigerator, stove and other appliances, located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, or other public utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Building Limited Common Area or Common Area, which items are by these presents hereby made a part of the Building Limited Common Area.

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

(i) Common Area consists of the entire Property other than the Units and includes, but not by way of limitation:

The Land, and the walks, shrubbery, the roadside sign and other plantings, road parking areas and other land and interest in land included and described in Appendix A hereto;

(ii) Building Limited Common Area is the Common Area which is related to and part of a building which includes but is not limited to:

The roofs, foundations, columns and supports of the buildings; the perimeter walls, ceilings and floors bounding each Unit to the unfinished interior surfaces thereof and other walls which are not within a Unit; the common storage areas, stairwells, walkways, balconies and any stairs, walks, stairway landings, corridors, lobbies and halls which are not within a Unit;

AND the pipes, ducts, fireplace flues, chutes, conduits, plumbing wires, meters, meter housings and other facilities for the furnishing or utility services or waste removal not located within a Unit, which serve parts of the Condominium other than the Unit within which they are located; along with the water supply, sewage disposal, electrical and telephone systems serving the Condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

AND all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use and including any other easements set forth in Appendix A hereto.

The Common Area includes Building Limited Common Area I defined as the existing building; and Building Limited Common Area II defined as the future building on the expandable land.

(iii) Limited Common Area. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit which it serves. (Building I has no Limited Common Area).

LIBER 871 PAGE 287

(iv) Use. The use of the Common Area shall be limited to the Owners and to their patrons, clients, guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his patrons, clients, guests, invitees, tenants and licensees. The use including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by the Bylaws and the Rules as adopted and amended from time to time by the Board.

of Directors.

(f) Subsequent Assignment of Limited Common Area. There is no Common Area outside of the boundaries of the Expandable Land which has been delineated for subsequent assignment as Limited Common Area.

(g) Allocation of Interests for the Common Area. An equal Undivided Interest in the Common Area proportionate to the square footage of the unit is to total unit square footage as set forth on the attached Schedule Exhibit B.

(h) Statement Purposes and Restrictions of Use. The Condominium and each of the Units are primarily intended for commercial nonresidential use and the following provisions, together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:

(i) Occupational Use. None of the units of the submitted land shall be restricted exclusively for residential use in fact each Unit shall be occupied and used only for offices by the Owner, his patrons, clients, tenants, guests, invitees or licensees of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof use the leased premises in accordance with the provisions hereof except as limited herein.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and his duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and such sale, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, the showing of property and the displaying of signs. Sales may be conducted from the declarant's present unit. All unsold Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units.

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

(iv) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables,

LIBER 871 PAGE 288

conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

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

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

(vi) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of all Common Area by persons lawfully using or entitled to same. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same.

LIBER 871 PAGE 289

(vii) Property Subject to Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements and restrictions of record.

(i) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair,

replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims.

(j) Within the Common Area there is an existing directory sign which is to be the only sign available for unit owners. The size, design and color is to be determined by the Board of Directors as set forth in the Bylaws. If the expandable land is added, the Declarant/Developer may utilize this sign for the new unit owners. This may necessitate making said unit owner's sign smaller. This may be done but at a cost to be borne by the Declarant/Developer.

Other signing on the building could then be considered by the Board of Directors of the Association.

Some of the premises are presently occupied by tenants with varying lease terms. These condominiums are subject to those lease terms.

4. EXPANDABLE CONDOMINIUM. The following information is provided pursuant to provisions of Section 16 (III):

(a) The declarant explicitly reserves the option to expand the condominium.

(b) There shall be no limitation on that option, and consent of any unit owner shall not be required.

(c) The option to expand the condominium shall expire seven (7) years from the recording of this Declaration.

(d) The legal description of the land to be referred to hereinafter as "additional land" is set forth on Exhibit C.

(e) If the option to expand is exercised and the "additional land" is to be added to the condominium, then all of that portion must be so added.

(f) Portions of the "additional land" may not be added to the condominium at different times; it shall instead be added as an entire parcel.

(g) No assurances are made as to any limitation as to the location or improvements that may be made on any portion of the "additional land".

(h) The maximum number of units that may be created on the "additional land" shall not exceed nine (9).

(i) The entire parcel identified as "additional land" that

LIBER 871 PAGE 290

may be added to the condominium shall be added as an entire parcel, and will not be restricted exclusively to residential use; it will, in fact, be restricted as set forth in paragraph 3(h) hereinabove.

(j) Though no assurances are made as pertains to the quality of construction, the principal of materials to use, or the architectural style of the building or buildings to be constructed on the "additional land", it is the intent of the declarant that such structure be compatible with the existing building of the condominium.

(k) No assurances are made as to what improvements shall be made on the "additional land".

(l) No assurances are made as pertains to the differences in design, layout, size, quality, or other significant characteristics of the units to be created on said "additional land".

(m) The declarant reserves the right to create limited common areas, build limited common areas, and/or designate common areas within or upon the "additional land" which may be added to the condominium.

5. RELOCATION OF UNIT BOUNDARIES. Unit Owners are permitted to relocate the boundaries between adjoining units so long as such relocation does not in the opinion of a registered architect jeopardize the structural integrity of the building, and the Unit owners comply with the requirements of Section 31 of the Condominium Act and the condominium instruments.

6. UNIT SUBDIVISION. Unit Owners are expressly permitted to subdivide any unit so long as the owner complies with the requirements of Section 32 of the Condominium Act and the restrictions and limitations set forth in the condominium instruments and that no unit is created that is less than 540 square feet.

7. AMENDMENT OF DECLARATION. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-six and two-thirds percent (66-2/3%) of the Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, provided, however, that (i) any such amendment shall have been approved in writing by the institutional mortgagee or mortgagees holding mortgages constituting first liens on seventy-five percent (75%) or more of the Condominium Units subject to institutional mortgages recorded at the Carroll County Registry of Deeds, (ii) no such amendment shall be effective until evidence thereof has been duly recorded at said Registry of Deeds pursuant to Section 34 IV of the Condominium Act, (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Unit(s) except as restricted by the Bylaws; (iv) no such amendment shall be contrary to the provisions of the Condominium Act and (v) no such amendment shall affect the rights reserved pursuant to Paragraph 4 hereof without the

written consent of the Declarant.

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

9. CONSENT OF FIRST MORTGAGEES. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Carroll County Registry of Deeds, constituting first liens on the Condominium Units subject to such mortgages (based upon one vote for each mortgage owned) have given their prior written approval, the Unit Owners' Association and Board of Directors shall not be entitled to:

(a) By act or omission seek to abandon or terminate the condominium regime;

(b) Change the pro rata interest or obligations of any Unit (i) for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) for determining the pro rata share of each Unit in the Common Area, except when in accordance with the provisions herein the boundaries between adjoining units have been relocated or any unit is subdivided.

(c) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause.); or

(d) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

This Paragraph 9 shall not apply to, or in any way be construed as a limitation upon, the right of Declarant pursuant to Paragraph 4 to include Expandable Land, including without limitation action by the Declarant incidental to his exercise of such rights, which might otherwise be deemed to violate clauses (b) and (d) above, such as the construction of improvements and the encumbering of all or portions of the Expandable Land to finance such construction, and the submission of not more than ten (10) additional Condominium Units to the Condominium with a resulting change in the Undivided Interests allocated to existing Units pursuant to the provisions of the Condominium Act and of this Declaration.

LIBER 871 PAGE 292

10. PRIORITY OF FIRST MORTGAGEES. No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to

any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

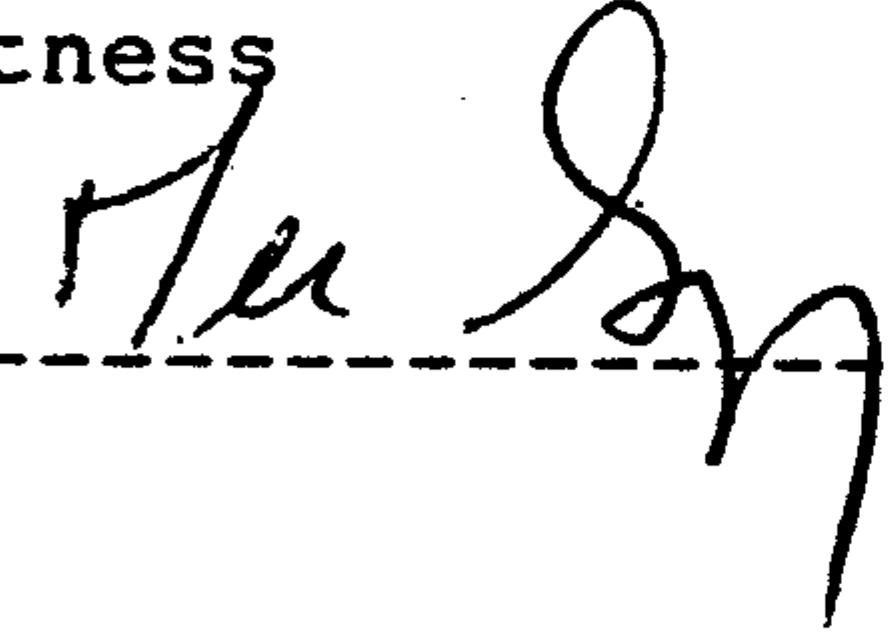
11. INVALIDITY. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby.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

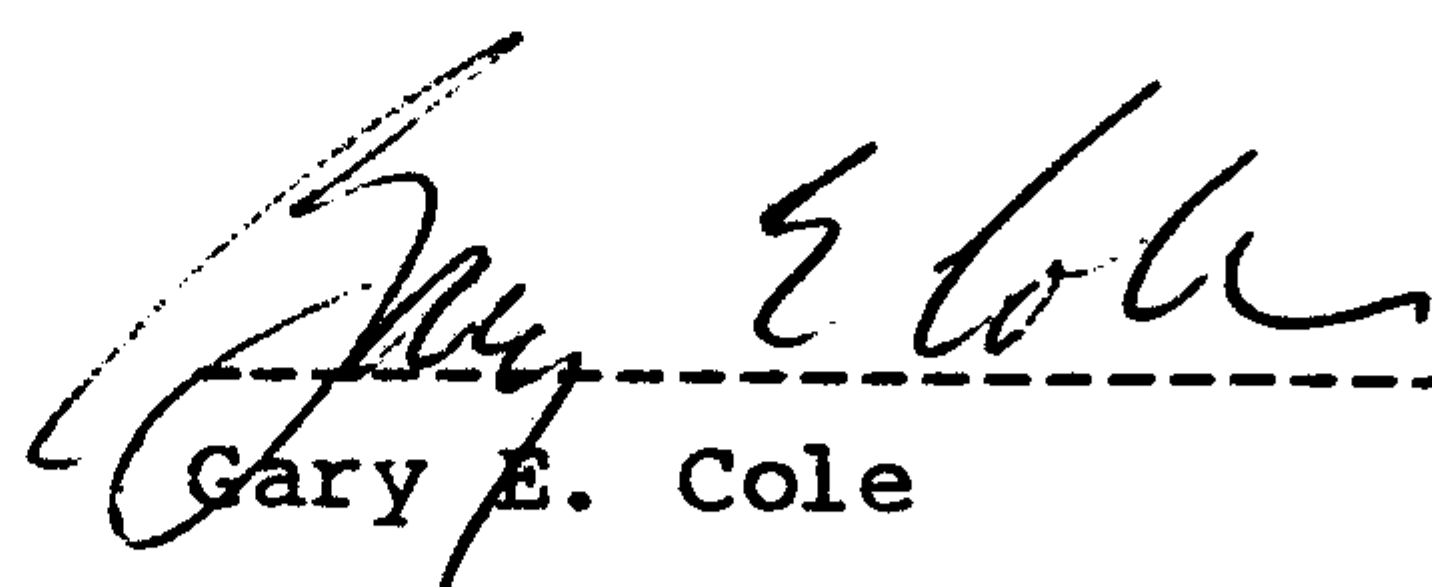
12. WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

13. GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by his duly authorized officer this 22 day of October, 1982

Witness




Gary E. Cole

LIBER 871 PAGE 293

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, ss.

On the 22 day of *October*, 1982, before me, personally appeared GARY E. COLE, who acknowledged and executed the foregoing instrument for the purposes therein contained.

[Signature]

Notary Public/Justice of the Peace

The BERLIN CITY BANK, a banking corporation with its principal place of business in the Town of Berlin, County of Coos, State of New Hampshire, holder of a mortgage lien on the premises described in Exhibit A hereto, conveyed by mortgage deed of GARY E. COLE dated February 25, 1980, recorded Carroll County Registry of Deeds, Book 777, Page 489, joins herein for the purpose of assenting to recordation of the attached Declaration and to the legal effect and operation thereof, provided, however, that, until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

Witness:

BERLIN CITY BANK

Peter H. Boster

By:

Richard J. Sirois
Its *Asst. Treas.*

STATE OF
COUNTY OF

On the 25th day of *October*, 1982, before me, personally appeared *Richard Sirois*, who acknowledged himself to be the Asst. Treasurer of THE BERLIN CITY BANK, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Peter H. Boster

Notary Public/Justice of the Peace

LIBER 871 PAGE 294

I, THELMA F. CARTER, of Conway, County of Carroll, State of New Hampshire, holder of a mortgage lien on the premises described in Exhibit A hereto, conveyed by mortgage deed of GARY E. COLE dated May 7, 1979, recorded Carroll County Registry of Deeds, Book 744, Page 201, joins herein for the purpose of assenting to recordation of the attached Declaration and to the legal effect and operation thereof, provided, however, that, until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein.

Witness:

Peggy Hussey-----

Thelma F. Carter-----
Thelma F. Carter

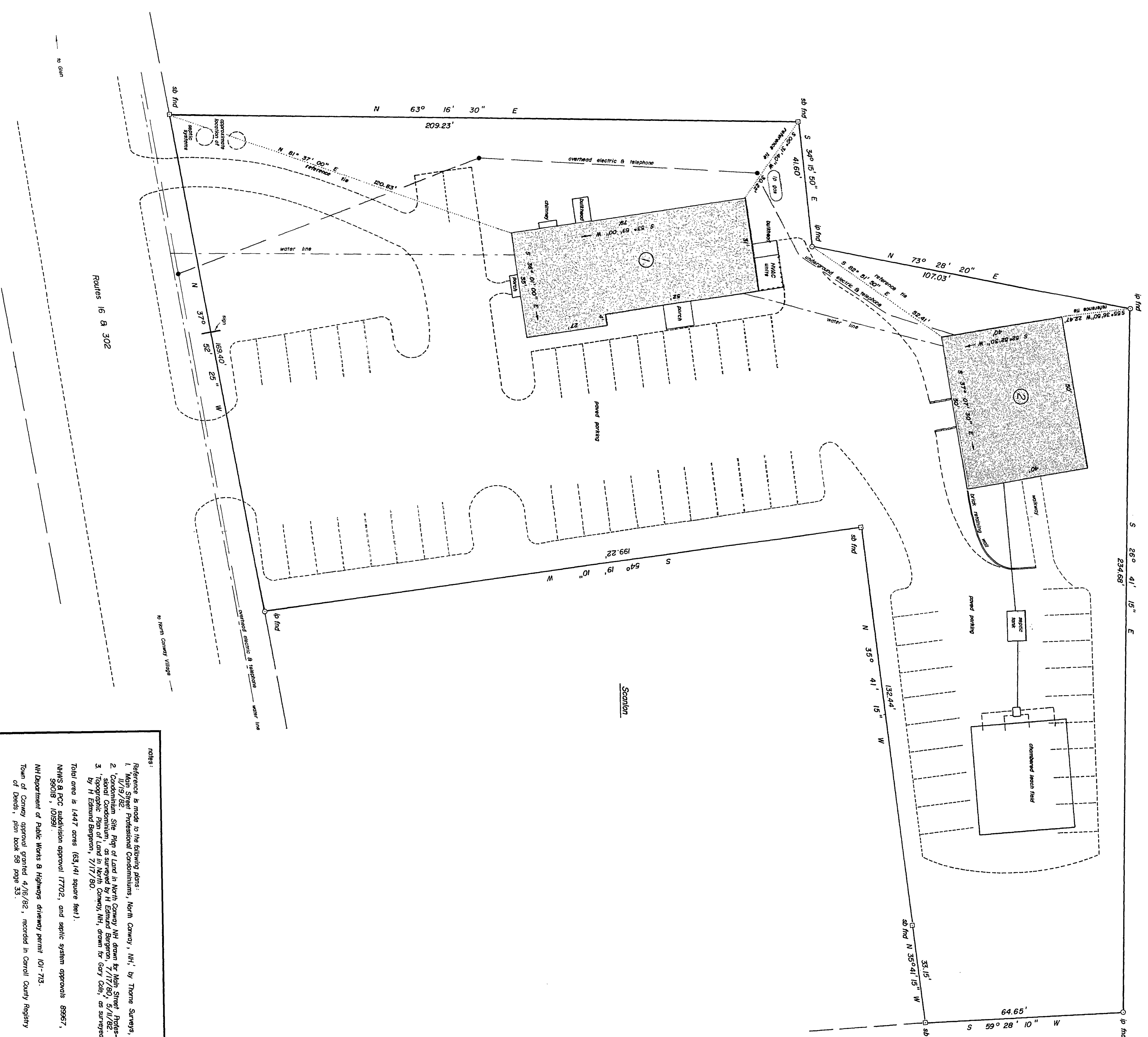
STATE OF
COUNTY OF

On the 15th day of October, 1982, before me,
personally appeared THELMA F. CARTER, who executed the foregoing
instrument for the purposes therein contained.

Donald R. Hays-----
Notary Public/Justice of the Peace

My Commission Expires 5-15-84

LIBER 871 PAGE 295



Plans acknowledged by the County Planning Board as an "As-Built" Plan of an approved Subdivision of said "Estate"

David B. B. B. B.

MAIN STREET PROFESSIONAL CONDOMINIUMS
NORTH CONWAY, NEW HAMPSHIRE

DRAFTED 5/10/83 DHS

SURVEYED 7/26/83, 5/28/83, 4/28/83

REVISIONS

SCALE 1"=20'

NO. 132
STATE OF NEW HAMPSHIRE
PLANNING BOARD
DRAFT 0385
LAND INFORMATION
10/2/83

THADDEUS THORNE-SURVEYS, INC.
CENTER CONWAY, NEW HAMPSHIRE 03813

DWG

[illegible]