

Doc # 0009736 Jul 14, 2017 3:54 PM
Book 4492 Page 0986 Page 1 of 23
Register of Deeds, Strafford County

CONDOMINIUM BY-LAWS
OYSTER RIVER CONDOMINIUMS
Revised July 14, 2017

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**OYSTER RIVER CONDOMINIUMS
AMENDMENT TO BY-LAWS**

Oyster River Condominiums (the "Association") is a New Hampshire condominium association located in Lee, Strafford County, and created by Declaration dated February 25, 1985 and recorded at Book 1160 Page 95.

WHEREAS, the Association has By-Laws originally recorded at Book 1160 Page 127;
and

WHEREAS, pursuant to Article VII, Section 4 of the By-Laws, said By-Laws may be amended in compliance with Section 19 of the Declaration and with RSA 356-B; and

WHEREAS, Section 19 of the Declaration provides for amendment of the Association's governing documents in compliance with RSA 356-B:34; and

WHEREAS, RSA 356-B:34 provides for amendment of governing documents upon a vote of the owners entitled to 2/3 of the votes for the condominium and upon execution of a document by the President and Treasurer thereof with a certification of the vote executed by the Clerk or Secretary thereof; and

WHEREAS, RSA 356-B:34 provides that an amendment shall become effective upon the recording thereof;

NOW THEREFORE, this document shall serve to memorialize that the Oyster River Condominiums, both the Board and the unit owners thereof, deemed it desirable to amend the Association's By-laws. The new By-Laws are attached hereto and, as amended, supersede all prior versions to the extent of any differences.

IN WITNESS HEREOF, the undersigned officers of the governing board of Oyster River Condominiums certify and attest that, at a duly-noticed 2017 meeting of the Association, the attached Amended By-laws were approved and accepted by a vote sufficient to comply with the requirements set forth above.

The meeting, vote and all actions taken were accomplished in accord with R.S.A. 356-B and the governing documents of the Association.

Timothy H. Schuman
President, Oyster River Condominiums

Printed Name: TIMOTHY H. SCHUMAN

Date: 7/14/17

Gordon D. Prosson
Treasurer, Oyster River Condominiums

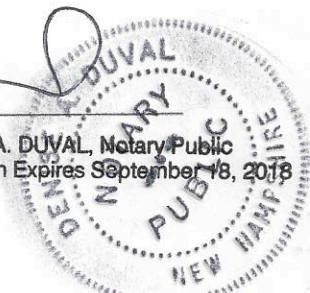
Printed Name: GORDON D. PROSSON

Date: 7/14/17

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

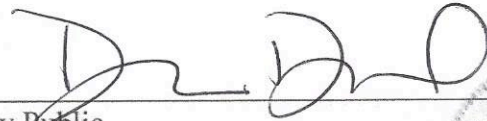
On this 14th day of July, 2017, before me, the undersigned notary, personally appeared Timothy Schuman, President of Oyster River Condominiums, and swore and acknowledged that the foregoing information is true to the best of his/her knowledge and belief, that he/she is the President of the said Association, that he/she is authorized by said Association to execute this instrument on behalf of the Association and that he/she did so voluntarily and for its stated purpose..

Denise A. Duval
Notary Public
My Commission Expires: September 18, 2018



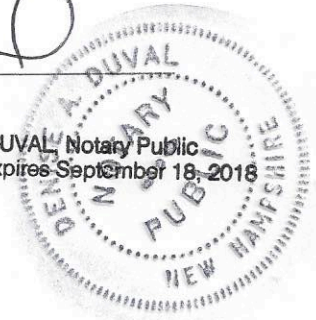
STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On this 14th day of July, 2017, before me, the undersigned notary, personally appeared Gordon Crosson, Treasurer of Oyster River Condominiums, and swore and acknowledged that the foregoing information is true to the best of his/her knowledge and belief, that he/she is the Treasurer of the said Association, that he/she is authorized by said Association to execute this instrument on behalf of the Association and that he/she did so voluntarily and for its stated purpose.

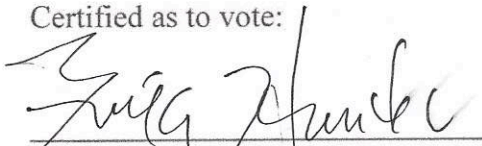


Notary Public

My Commission Expires: **DENISE A. DUVAL, Notary Public**
My Commission Expires **September 18, 2018**



Certified as to vote:


Secretary/Clerk Oyster River Condominiums

Printed Name: Erika Hunter

Date: July 14/17

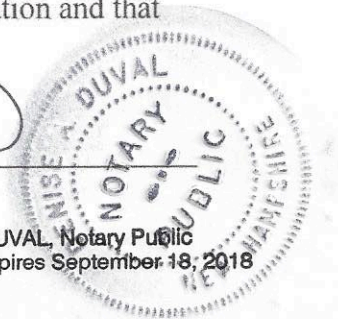
STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On this 14th day of July, 2017, before me, the undersigned notary, personally appeared Erika Hunter, Secretary/Clerk of Oyster River Condominiums, and swore and acknowledged that the foregoing information is true to the best of his/her knowledge and belief, that he/she is the Secretary of the said Association, that he/she is authorized by said Association to execute this instrument on behalf of the Association and that he/she did so voluntarily and for its stated purpose..



Notary Public

My Commission Expires: **DENISE A. DUVAL, Notary Public**
My Commission Expires **September 18, 2018**



ARTICLE I

INTRODUCTORY PROVISIONS

1. Definitions. The terms used herein shall have the same meaning as given to them in the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, except as expressly otherwise provided herein, or the application of such meaning would be contrary to the clear intent of the statement. The term "common areas" means those areas designated in the Declaration as common areas and limited common areas. The term "condominium" shall include all Units and common areas, including all improvements within the common areas and all easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the condominium, adopted by the Board of Directors as hereafter provided. The term "Owner" or "Unit Owner" means a person owning severally or as a co-tenant a Unit and the common interest appurtenant thereto. The term "Association" means the Association of Unit Owners as described in these By-Laws and in the New Hampshire Condominium Act.

2. Conflicts. These By-Laws are intended to comply with the requirements of New Hampshire Revised Statutes Annotated Chapter 356-B. In the event these By-Laws conflict with the provisions of said Chapter 356-B, as amended from time to time, or any successor statute, or with the terms of the Declaration, said law, or the Declaration, as the case may be, shall control. The governing documents of the Association shall be read and interpreted to reference and require compliance with all applicable laws, ordinances, regulations and codes.

ARTICLE II

ASSOCIATION OF UNIT OWNERS

1. Membership. The government of the condominium shall be vested in its Association of Unit Owners. All Owners of Units in the condominium shall constitute the Association. The Owner of any Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the Unit ceases for any reason. The Board of Directors will keep an accurate and current list of Association members and their current addresses, and said list will be maintained at a place designated by the Board of Directors. The Association is incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of said corporation.

2. Voting. Each Unit shall be entitled one vote. Votes may be cast in person or by proxy by the respective Unit Owners. If any vote is to be cast by an executor, administrator, guardian or trustee for a Unit Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record Owner of the Unit or is otherwise duly authorized. If a Unit Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the voting being cast) by the other or others, and in the case of such a protest, each co-Owner shall be entitled to only a share of such vote in proportion to his or her share of Ownership in such Unit. If a Unit Owner

is a corporation or other entity other than natural person, the vote for that Unit may be cast by any natural person having authority to execute deeds on behalf of the Unit Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast.

3. Proxies. A proxy in each case will be subject to the following requirements:

- (a) It must be dated.
- (b) It must be signed by the Unit Owner.
- (c) It will terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.
- (d) It will not be revocable after delivery regardless of death, disability or attempted revocation, except by actual notice to the person presiding over the meeting.
- (e) An individual person may not cast undirected proxies representing more than 10% of the votes in the Association. An undirected proxy is one which is provided without voting instructions.
- (f) Directed proxies, those provided with instructions as to how the vote is to be cast, have no limits pertaining to the percentage of the Association vote.
- (g) Each proxy form shall bear a control number that correlates to a list of all unit ownership.

4. Quorum. The presence in person or by proxy (at the commencement of any meeting of the Association of Unit Owners) of Units having 33-1/3% of the total authorized vote of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include Units the title of which is held by the Association.

5. Majority Vote. The vote of a majority of Units at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

6. Cumulative Voting. If not less than 48 hours prior to the time fixed for any meeting of the Association for the election of Directors, Owners of not less than 10% of the Units (excluding Units owned by the Association) shall deliver to any Officer of the Association a request in writing that the election of Directors be by cumulative voting, then each Owner may cumulate his votes, and may cast for any one or more nominees to the Board of Directors a vote equivalent to the votes which such Owner is entitled to, multiplied by the number of Directors to be elected. Each Owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such a manner as he shall determine among any or all of the nominees, and the nominees receiving the highest number of votes on the foregoing basis, up to a total number of Directors to be elected, shall be deemed elected.

7. Place of Meetings. The meetings of the Association shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or any Officer of the Association.

8. Annual Meetings. The first annual meeting of the Association will be held as called by the Declarant. Thereafter, the annual meetings of the Association will be held on the second Tuesday of December of each year, or on such other date as may be set by the Board of Directors. At each annual meeting, the Board of Directors will be elected.

9. Regular Meetings. In addition to the Annual Meetings and quarterly meetings, the Board of Directors may, by resolution, establish regular meetings of the Association at regular intervals more frequently than annually.

10. Special Meetings. Special Meetings of the Association may be held at any time upon the call of the President or of any two Directors, or upon written request of the Owners of not less than 20% of the Units (excluding Units owned by the Association) presented to the Secretary. Pertaining to Special Meetings requested by Owners, if the Association fails to schedule a Special Meeting within 30 days after a request from the requisite percentage, the requesting members may directly notify all the Unit Owners of an informational meeting. Only matters described in the meeting notice may be considered at a Special Meeting.

11. Notice of Meetings and Other Notices. The President or other designated Officer of the Association will give written notice of all meetings of the Association by United States mail, email or delivery service to all Unit Owners of record at the address of their respective Units or to such other mailing or electronic mail addresses as any of them may have designated in writing to the President or other assigned Officer. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed at least 21 days prior to the meeting. In the case of any Special Meeting, said notice shall be issued not less than seven days prior to the meeting. The minimum time to give notice may be waived for a meeting called to deal with an emergency. Each notice will set forth the time, place and purpose of the meeting. Upon notice being given in accordance with the provisions hereof, the failure of any Owner of a Unit to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat.

12. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum has not attended, a majority of the votes of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting. If a failure to achieve quorum occurs at an Annual Meeting, the meeting shall be adjourned and rescheduled within 60 days with new notice and proxies to issue.

13. Order of Business. Roberts' Rules of Order shall be suspended at all meetings, subject to the discretion of the Board. The order of business at all meetings of the Association, except when modified by the Board, shall be as follows:

- (a) Roll call
- (b) Notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of Officers
- (e) Reports of Board of Directors

- (f) Reports of committees
- (g) Election of members of Board of Directors
(when so required)
- (h) Unfinished business, and
- (i) New business

At any meeting, Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Association.

14. Voting Without a Meeting. The Association may conduct a vote without a meeting, subject to the following requirements:

- (a) Notice shall be delivered by hand, or to any mailing address, or electronic mail address designated by the Unit Owner.
- (b) A paper or electronic ballot will be provided each Unit Owner.
- (c) The ballot shall:
 - (1) Set forth each proposed action and an opportunity to vote for or against the action.
 - (2) Indicate the number of responses needed for a quorum.
 - (3) State the percentage needed to pass proposed actions other than election of the Board members.
 - (4) Specify the time and date by which the ballot must be received, which may not be fewer than 10 days after delivery.
 - (5) Describe the time, date and manner by which Unit Owners wishing to do so may deliver information on the issues to all Owners.
- (d) A ballot is not revoked after delivery to the Association regardless of death, disability or attempted revocation, except by actual notice to the person presiding over the meeting.

ARTICLE III BOARD OF DIRECTORS

1. Number and Qualifications. The affairs of the condominium will be governed by a Board of Directors. The Board of Directors will consist of three persons, each of whom shall be an Owner or co-Owner of a Unit.

2. Compensation. An Officer shall not directly receive any salary or compensation from the Association for the performance of duties as an Officer or Board member and shall not in any other way benefit financially from service to the Association, except when annually approved by 2/3 majority votes at an Association meeting. The Board of Directors may be

entitled to reimbursement for reasonable personal expenses incurred in pursuance of the Association's business subject to any budget requirements or other conditions or limitations imposed by the Board of Directors or the Association.

3. Powers and Duties. The Board of Directors shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Board will have all of the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except, as by law, may not be delegated to the Board of Directors; subject to any limitations imposed by the Association itself. Said powers and duties shall include, but not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common areas
- (b) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas
- (c) To make or cause to be made additional improvements on and as part of the common areas (subject to Article V, Section 2 below)
- (d) To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association
- (e) To grant easements through the common areas to accept easements benefitting the condominium or any portion thereof
- (f) The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to RSA Section 356-B, as amended from time to time, or any successor statute
- (g) The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas, or any position thereof
- (h) The general regulations of use and operation of parking areas
- (i) Opening bank accounts on behalf of the Association and designating the signatories required thereof
- (j) Obtaining and administering insurance for the condominium as set forth in the Declaration
- (k) Repairing, restoring or replacing common areas after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws

- (l) Procuring legal and account services necessary or proper in the operation of the condominium or the enforcement of those By-Laws
- (m) The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas
- (n) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may, in the opinion of the Board, constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Board by reason of said lien or liens)
- (o) The management of all personal property of the Association and provision for trash removal at the Units; and
- (p) All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by Board of Directors of Associations of this kind.

4. Managing Agent. The Board of Directors may, in its discretion, employ, as a common expense of the condominium, a managing agent to assist it in managing the affairs of the condominium. The employee or agent, at the discretion of the Board, may be required to complete a background check prior to employment. The cost of the background check shall be borne by the managing agent. The Board may delegate to said agent the authority to perform any of the functions or exercise any of the powers set forth in subparagraphs (a) through (p) in the preceding paragraph 3. The Association or Board, in its discretion, may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law.

5. Election and Term of Office. Each of the Directors will be elected for a term which will end on the next following annual meeting of the Association at which Directors are elected (and thereafter until his or her successor shall have been selected by the Association in case of delay in the election of a successor).

6. Removal. At any regular or Special Meeting of the Association, any one or more of the members of the Board of Directors may be removed with or without cause by the Association and a successor may then and there or thereafter be elected for the remainder of the term to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. The meeting notice must include the possible removal as a subject of the meeting. A quorum must be present at the meeting and a majority vote is required for removal.

7. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member by vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Board (even though the members present at the Board meeting may constitute less than a quorum) and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose vacancy has been filled. Death,

incapacity or resignation by any Director or his ceasing to be an Owner or co-Owner of a Unit shall cause his office to become vacant.

8. Organization Meetings. The first meeting of the members of the Board of Directors following the annual meeting of the Association shall be held within 14-20 days following election, and notice of the meeting shall be given to the Board of Directors and Owners at least 10 days before the meeting. The time, date, place and agenda of the meeting shall be stated in the notice. A majority of the whole Board shall be present to constitute such a meeting.

9. Regular Meetings. Regular meetings of the Board may be held at any such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors and to the Unit Owners personally, by mail or electronic mail at least 10 days prior to the meeting and shall state the time, date, place and agenda of the meeting.

- (a) Subject to exceptions set forth herein, the Board of Directors' meetings shall be open and Unit Owners shall be afforded a reasonable opportunity to comment on any matter affecting the Association. If Board members receive meeting materials in advance of a meeting, then copies shall also be made available to Unit Owners, with the exception of (1) unapproved meeting minutes and (2) executive session materials.
- (b) Exceptions to the Board having open meetings include: (1) an emergency, (2) executive session and (3) a closed meeting which is recorded and which recording is available to Unit Owners upon request for a period of 30 days.
- (c) Executive session must be convened from a regular meeting and may only be used for the following purposes: (1) discussion with legal counsel; (2) discussion of litigation or potential litigation or similar arbitration, mediation or administrative proceedings; (3) discussion of labor or personnel matters; and (4) discussion of contracts, leases and other business transactions of the Association if public knowledge of the same would put the Association at a disadvantage.

10. Special Meetings. Special Meetings of the Board of Directors and Committees of the Association should be called by the President on 10 days written notice to any mailing or electronic mail address a Unit Owner designates. If the Owner does not designate an address, the Association shall deliver notices by hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit. The notice shall state the time, place and purpose of the meeting. Special Meetings of the Board will be called in like manner and on like notice on written request of at least two members of the Board of Directors.

11. Action Without a Meeting. The Board of Directors may act without a meeting in any case by unanimous written consent, and by a majority of written consent in those cases requiring, in the sole judgment of a majority of the Directors, in a response to an emergency situation.

12. Meeting Notice. Within 60 days of a meeting or 15 days of the date meeting minutes are approved, whichever occurs first, the Board shall make copies of meeting minutes available to Unit Owners. The Board may provide such minutes electronically or by publishing them on the Association website.

13. Quorum of the Board. At all meetings of the Board, a majority of the Board will constitute a quorum for the transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

14. Fidelity Bonds. The Board of Directors will, in its discretion, obtain adequate fidelity bonds for all Officers and employees of the Association handling or responsible for Association funds. The premiums upon such bonds will be a common expense.

15. Liability and Indemnity of Board of Directors and Officers. The members of the Board of Directors and Officers shall not be liable to the Unit Owners for any mistake of judgment or otherwise except for their own individual negligence or willful misconduct. The Association of Owners will indemnify each Director and Officer of the Association against all costs, expense and liabilities, including the amount of judgments, amounts paid in compromise settlements which may be incurred by or imposed upon him/her in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which he/she may be involved as a party or otherwise by reason of his or her being or having been such Director or Officer, or by any reason of past or future action taken or authorized or approved by him or her or any omission to act as such Director or Officer, whether or not he or she continues to be such Director or Officer at the time of the incurring or imposition of such costs, expenses or liabilities except such costs, expenses or liabilities as shall relate to matters as to which he or she is liable by reason of his negligence or willful misconduct toward the Association in the performance of his or her duties as such Director or Officer. As to whether or not a Director or Officer was liable by reason of negligence or willful misconduct toward the Association in the performance of his or her duties as such Director or Officer, in the absence of a final adjudication of the existence of such liability, the Board of Directors and each Director or Officer, may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assignees of each such Director and Officer.

The Board of Directors, acting by a majority, may purchase, as a common expense of the condominium, such insurance against such liability as the Board of Directors shall determine is reasonable and necessary. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expense of the condominium and for his or her proportionate share of any claims involving the condominium in excess thereof, all as provided in New Hampshire Revised Statutes Annotated, Chapter 356-B.

ARTICLE IV

OFFICERS

1. Designation. The principal Officers of the Association will be the President, Vice President, Secretary and Treasurer, all of whom shall be appointed by the Board of Directors. The Board may appoint any other Officer or Officers which the Board in its judgment shall deem necessary or desirable. The President shall be a member of the Board of Directors. Other Officers may be, but are not required to be, members of the Board.

2. Election and Removal. Each Officer will be appointed by the Board to serve at the pleasure of the Board and may be removed at any time by the Board, with or without cause.

3. Powers. The President shall serve as the chief executive Officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President, Vice President and/or Treasurer shall, from time to time, prepare, execute, certify and record amendments to the declaration on behalf of the Association. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities. The Secretary shall keep the minutes of the Association and of the Board of Directors and will give all notices of all meetings as provided by these By-Laws. Notwithstanding the foregoing, the Board of Directors may, in its discretion, delegate powers to or limit the powers of any of the Officers.

4. Execution of Instruments. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice President and by the Treasurer and Secretary.

ARTICLE V

COMMON EXPENSES

1. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest (i.e., the undivided interest in the common areas as set forth in the Declaration or any exhibit thereto). Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the condominium, including, without limitation, all charges for:

- (a) Taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner).
- (b) Assessments, insurance and liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon.

- (c) Repair, maintenance, reinstatement, rebuilding and replacement of:
 - (i) Snow removal on Swaan Drive, the parking areas, dumpster area and fire access.
 - (ii) Facilities owned by the Association for use in common by the Unit Owners.
 - (iii) Trash disposal and dumpster.
 - (iv) Utility liner and hardware serving the common areas.
- (d) Wages, accounting and legal fees, management fees, and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas, and the cost of all water and utility services to the common areas.
- (e) Painting, maintenance, repair and all landscaping of the common areas, specifically including maintenance and repairs with respect to Swaan Drive parking areas and lawns and such furnishings and equipment for the common areas as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the common areas; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owner thereof, and such maintenance to be at the sole cost and expense of the Owner.
- (f) Any other materials, supplies, labor services, maintenance, repairs or structural alterations, which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or By-Laws or which in its opinion shall be necessary and proper for the operation of the common areas or for the enforcement of the Declaration, provided that if such materials, supplies, labor, services, maintenance, repairs or structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specifically assessed to the Owner of such Unit or Units.
- (g) Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or preserve the appearance and/or value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered, then the Board of Directors shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair.

The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

The common expenses may also include such amount as the Board of Directors may deem proper to make up any deficit in the common expenses for any current or prior year. The common expenses will also include all common expense assessments against all Units, title to which is held by the Association.

2. Responsibilities of Unit Owners. The responsibility of each Unit Owner, in addition to those responsibilities set out in the Condominium Declaration and elsewhere in the Condominium By-Laws, shall be as follows:

- (a) To maintain, repair and replace, at his or her expense, all portions of his or her Unit, except the portions to be maintained, repaired and replaced by the Association of Unit Owners.
- (b) To clean, repair and replace all glass, outside lights, outside water and electrical outlets and all doors appurtenant to his or her Unit, or to pay the cost as assessed by the Association of Unit Owners to repair and replace outside lights, outside water and electrical outlets and doors which the Unit Owner has neglected to repair.
- (c) To not disturb the rights of other Unit Owners in effectuating maintenance, repair and replacement of his or her Unit.
- (d) To promptly report to the Association of Unit Owners, any defects or need for repair, the remedying of which is the responsibility of the Association.

3. Capital Improvements. Whenever, in the judgment of the Board of Directors, the common areas should be improved by new construction or alteration of existing facilities, the cost of which will be less than \$5,000.00, the Board of Directors may proceed with such work and shall assess all Owners for the cost thereof as a common expense. Any such additions, alterations or new construction costing in excess of \$5,000.00 may be made by the Board of Directors only after obtaining approval of Units (excluding Units owned by the Association) holding not less than 50% of the undivided interests in the common areas. If such approval is so obtained, the costs thereof shall constitute a part of the common expenses.

4. Reserves. The Board of Directors shall assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account or segregated in a separate account, at the Board's discretion.

Any such reserve may be used at the discretion of the Board of Directors to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments therefore and any funds withdrawn from said reserve for the purpose of

making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

5. Expenses for Limited Common Areas. Common expenses relating to limited common areas (if any limited common areas are established in the Declaration) will be charged as provided in the Declaration. If the Declaration fails to allocate said costs, said costs will be charged in the same manner as general common expenses as provided in Article V, Section 1.

6. Books. The Board of Directors will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or an Owner's authorized representative at reasonable business hours. The Board will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

7. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the New Hampshire Condominium Act. Reference is made to RSA Section 356-B:46, as amended from time to time and any successor statute, describing the enforcement of the Association's lien rights. The lien for unpaid assessments as provided in said NH RSA 356-B:46 shall also secure reasonable attorney's fees incurred by the Association of Unit Owners incident to the collection of such assessment in the enforcement of such lien.

Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed. If a Unit Owner shall fail to pay his assessment when due, then he or she shall pay an additional assessment of \$15 for each such failure, and all delinquent assessments shall bear interest at the rate of 1-1/2 % per month from the assessment due date. Provided, however, that the share of the common expenses and common profits attributable to any unoccupied Unit, or to any Unit declared to have been untenable for over 60 days by the Board of Directors of the Association of Unit Owners, shall be abated until said unoccupied Unit is occupied, or until said untenable Unit is determined to be tenantable by the Board of Directors. During such periods of abatement, the share of the common expenses and common profit attributable to such Unit or Units shall be prorated and borne among the remaining Units in the shares which their shares in the common areas bear to each other.

In any foreclosure of a lien for assessment, provided by NH RSA 356-B:46, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association of Unit Owners shall be entitled to the appointment of a receiver to collect same.

8. Budgets and Assessments.

- (a) The Board of Directors shall create a budget annually and within 30 days of doing so provide the budget or a summary thereof to all Owners. The meeting must take place not less than 10 days nor more than 60 days from the provision of the summary and notice. Unless at that meeting 2/3 of all unit owners reject the budget, the budget is ratified. If the budget is rejected, the last approved budget shall continue.
- (b) The Board of Directors shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Board of Directors shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay, when due, the common expenses for that period. In determining the frequency of the payments, the Board has full discretion to levy the assessments on a monthly, quarterly, semi-annual or annual basis. If, at the end of any assessment period, it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Board and paid by the Unit Owners as a special assessment or assessments.
- (c) The Board of Directors may propose a special assessment at any time, subject to the same budget process as stated in Section 8(a) above.
- (d) By a 2/3 vote, the Board may determine that a special assessment is necessary to respond to an emergency. Any such emergency assessment becomes effective immediately. Notice must promptly be given to Unit Owners of an emergency assessment and the Board of Directors may spend the funds only for purposes described in the vote.

9. Statement of Expenses. Any Unit Owner or purchaser of a Unit having executed a contract for the sale or purchase of the Unit shall be entitled, upon request, to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Said request shall be in writing and directed to the President of the Association of Unit Owners or the Board of Directors. Such statement will be issued within 10 business days from the receipt of said request, and failure to do so may result in the lien for unpaid assessments being extinguished under RSA Section 356-B:46 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association of Unit Owners, the Board of Directors and every other Unit Owner. The Board of Directors may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

ARTICLE VI

GENERAL PROVISIONS

1. Abatement of Violation. The violations of any rule or regulation adopted by the Board of Directors, the breach of any By-Law contained herein, or the breach of any provision in

the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

- (a) To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors and its agents (including but not limited to the Officers of the Association and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting Unit Owner.

2. Waiver. The failure of the Board of Directors or the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained, or to serve any notice, or institute any action of summary proceeding, shall not be construed as a waiver or a relinquishment for the future of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

3. Notices. All notices sent to Unit Owners shall be deemed given if sent by US Mail to the Owner's address appearing on the records of the Board of Directors, or sent by email, or electronic mail or hand delivered. Any notice sent to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner.

4. Amendment. These By-Laws may be amended at any time upon compliance with the requirements of Section 19 of the Declaration, and any other or further restrictions imposed by the New Hampshire Condominium Act, as amended from time to time, or any successor statute.

5. Notice of Prospective Purchasers of Units. In the event of any resale of a condominium Unit or any interest therein by any person, the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- (a) Appropriate statements pursuant to New Hampshire RSA Section 356-B:46 VIII, or any successor statutes;
- (b) A statement of any capital expenditure and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years;
- (c) A statement for the status and amount of any reserve for the major maintenance or replacement fund, and any portion of such fund earmarked for any specified project by the Board of Directors;

- (d) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- (e) A statement of the status of any pending suits or judgments in which the Association of Unit Owners is a defendant;
- (f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;
- (g) A statement of any improvements or alterations made to the Unit or the limited common areas assigned thereto by the prior Unit Owner that are not known to be in violation of the condominium instruments.

The President of the Association or any other Officer or Director of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten days of the receipt of such request.

6. Applicability of Chapter. In the event of conflict between the Declaration or By Laws and RSA 356-B, the provisions of RSA 356-B shall control.

ARTICLE VII

RESTRICTIONS AND REQUIREMENTS

1. These restrictions and requirements regarding the use and maintenance of the Units and common areas and facilities are in keeping with and/or in addition to those imposed by the Declaration, and are as follows:

- (a) Each Unit Owner shall be required to clean, repair and replace all glass outside lights, outside water and electrical outlets, and all doors appurtenant to his or her Unit, although such glass, outside lights, outside water and electrical outlets and doors may be common areas.
- (b) Each Unit Owner shall have the right, at his or her own expense, to paint and repaint, tile, wax, paper or otherwise refinish and decorate the inner surface of the walls, floors, ceilings, and doors bounding his or her Unit and garage.
- (c) Each Unit Owner shall immediately notify the Board of Directors, or a member thereof, of any damage to or malfunction of any pipe, wire or other utility installation which is a common area within his or her Unit.
- (d) Each Unit Owner shall, at his or her expense, keep the limited common areas appurtenant to his or her Unit in a clean and sanitary condition. All rubbish and trash shall be deposited in an area dumpster to be provided by the Association.

- (e) No Unit Owner shall post, or allow to be posted, any advertisements, signs, notices or posters of any kind or on any part of the condominium property other than on a Bulletin Board provided by the Association for that purpose.
- (f) No person shall cause or permit anyone else to do anything which would interfere with the rights, comforts or convenience of other persons, or which would injure or damage any part of the condominium.
- (g) The Association shall have the irrevocable right, to be reasonably exercised by the Board of Directors or its agents, to enter any Unit when necessary in connection with any repair, maintenance, landscaping or construction for which the Board of Directors is responsible, and shall have the irrevocable right to be reasonably exercised by the Board of Directors or its agents, to enter any Unit for the purpose of making emergency repairs necessary to prevent damage to other parts of the condominium development. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby or expense in connection therewith, shall be repaired or satisfied by the Board of Directors out of the common expense fund.
- (h) Each Unit Owner may, at his or her own expense, install one or more window Unit air conditioners. Said air conditioners may be installed after May 15th, and must be removed on or before October 1st of each year. Installation shall be in a professional workmanlike manner and approved by the Architectural Review Committee, or, if no such committee has been appointed, by the Board of Directors of this Association or their appointee.
- (i) There shall be no discharging of firearms within any of the condominium area specifically including, but not limited to, all common areas.
- (j) No vehicles shall be used on any common areas, except as means of ingress or egress on roadways only. Provided further, that no off-road recreational vehicles, specifically including without limiting snow machine type machines and/or so called dirt and mini-bikes, shall be driven on said roadways or on any of the common areas.
- (k) The speed limit for all vehicles within the condominium is 15 MPH.
- (l) Vegetable or flower gardens shall be allowed within the confines of the field area bordered by the private road, Route 155A and wooded buffer areas.
 - (1) One garden per Unit in said area, maximum 150 square feet shall be allowed.
 - (2) Garden areas shall be kept in a clean and orderly fashion.
 - (3) All annual garden vegetation shall be tilled under by October 15th.
 - (4) No fences higher than one foot shall be allowed.

- (m) Flowers and shrubs may be planted by Unit Owners directly adjacent to front and rear of their Unit.
 - (1) Plantings and care of said flowers and shrubs shall be at Unit Owners' expense.
- (n) There shall be no cutting of trees on the common land with the exception of state or town approved wood lot management programs instituted by a 51% vote of the condominium Association.
- (o) There shall be absolutely no cutting of trees, placing of furniture, monuments of any objects temporary or permanent in the River Park area and the wooded buffer between the buildings and the field in the direction of 155A.
 - (1) With the exception of trees that are dead or otherwise cause hazard to the condominium and the public.