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Stebbins, Lazos & Van Der Beken, P.A.
66 Hanover Street, Suite 301
Manchester, NH 03101

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**DECLARATION OF CONDOMINIUM
FOR
WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM**

This DECLARATION is made this 23rd day of August, 2007, by **Woodland Pond, L.P.**, a Delaware limited partnership (hereinafter sometimes called "The Declarant"), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B ("The Act");

WHEREAS, The Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Countryside Boulevard, Manchester, Hillsborough County, New Hampshire on which it proposes to construct thirty-five (35) certain buildings containing a maximum total of one hundred fifty-eight (158) Units with parking areas, roadways, utilities and other improvements, which The Declarant intends as a condominium project known as **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM** (hereinafter sometimes called "The Condominium"); and

WHEREAS, The Declarant intends to sell and convey Units in said Condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitude, and charges which it desires to impose thereon under a general plan of improvement of The Condominium for the benefit of all of said living Units and the future Owners thereof;

NOW THEREFORE, The Declarant hereby declares that all of the premises described in **Exhibit A** attached hereto, including all of the living Units and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of The Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared, intended, and agreed to enhance and protect the value and desirability of The Condominium as a whole and to mutually benefit each of the servitude upon each of said Units in favor of each and all other Units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said Units, including The Declarant, and their grantees, heirs, devisees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including The Declarant, their grantees, heirs, devisees, successors, and assigns.

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ARTICLE 1
DEFINITIONS

- 1-0. Certain of the terms as used in this Declaration and in the Bylaws which are annexed and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:
- 1-1. "The Act" means the New Hampshire Condominium Act (**New Hampshire RSA Chapter 356-B**).
- 1-2. "Amendment" means any amendment to this Declaration whereby any sub-phase is contained within the Convertible Land is submitted to, and becomes part of this Condominium, or typographical errors hereto are converted, or any other permitted change to this Declaration is made.
- 1-3. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property, which is to be paid by each Owner.
- 1-4. "Association" or "Association of Owners" means the Owners acting as a group in accordance with The Act, the Declaration, and the Bylaws of the **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM ASSOCIATION, INC.**, a New Hampshire voluntary corporation, its successors or assigns, which shall consist of all Owners of the Condominium.
- 1-5. "The Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, or Bylaws of the Association as the governing body of said Association.
- 1-6. "Bylaws" means the instrument attached hereto and made a part hereof, which instrument provides for the self-government of The Condominium by The Association.
- 1-7. "The Common Area" means all that portion of The Condominium, other than the Units, and is more particularly described in **ARTICLE 2** hereof. The Common Area includes Limited Common Area and the rights of use of the Common Area described in "The Neighborhoods Covenants" and shown on The Neighborhoods Subdivision/Site Plan and includes, without limitation, the Clubhouse located on Lot 1 of The Neighborhoods and Tennis Court located on Lot 5 of The Neighborhoods.
- 1-8. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of The Association (as provided herein) and The Base Assessment, Special Assessments and Specific Assessments to fund the Common Expenses assessed by The Neighborhoods at Woodland Pond Association, Inc. ("Neighborhoods Association") pursuant to The Neighborhoods Covenants (as defined herein), together with all funds lawfully assessed for the creation and/or maintenance of

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reserves pursuant to the provisions of The Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which Assessments are not yet due and payable.

- 1-9. "Common Profits" means all income collected or accrued by or on behalf of The Association, other than income derived from Special Assessments against individual Units.
- 1-10. "The Condominium" means the real property and any interests therein described in **Exhibit A** hereof.
- 1-11. "The Condominium Instruments" means this Declaration and the Bylaws annexed hereto as the same from time to time may be amended.
- 1-12. (Intentionally deleted.)
- 1-13. "The Declarant" means **Woodland Pond, L.P.**, a Delaware limited partnership, duly established by law, with a place of business at c/o Stebbins, Lazos & Van Der Beken, P.A., Suite 301, 66 Hanover Street, Manchester, NH 03101, and its successors and assigns.
- 1-14. "Declaration" means this instrument.
- 1-15. "Institutional Lender" or "Institutional Lenders" means one or more commercial or savings banks, savings and loan association, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1-16. "Limited Common Area" means a portion of The Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.
- 1-17. "Manager" means the person designated by The Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by The Board in accordance with the provisions of this Declaration and the Bylaws.
- 1-18. "Neighborhoods Association" means The Neighborhoods at Woodland Pond Homeowners Association, Inc., a New Hampshire non-profit corporation, its successors or assigns as described in the Neighborhoods Covenants.
- 1-19. "The Neighborhoods at Woodland Pond" or "The Neighborhoods" shall mean the real property described in Exhibit A of The Neighborhoods Covenants including Lots 1, 2, 3, 4 and 5 as shown on The Neighborhoods Subdivision/Site Plan.

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- 1-20. "Neighborhoods Covenants" means the "Declaration of Covenants, Conditions, Easements and Restrictions for The Neighborhoods at Woodland Pond, Manchester, New Hampshire dated June 19, 2006 and recorded at Book 7693, Page 1650 of the Hillsborough County Registry of Deeds.
- 1-21. "Owner" or "Owners" means one or more persons who own a Unit.
- 1-22. "Rules and Regulations" means such reasonable regulations as The Board from time to time may adopt relative to the use of The Condominium, or any part thereof.
- 1-23. "Site Plan" means any and all site plans or plats which concern The Condominium and the land described in **Exhibit A** and any revisions thereof, and any and all floor plans relative thereto, recorded in Hillsborough County Registry of Deeds herewith subsequently pursuant to **Section 20 III** or **Section 21** of The Act; or subsequently for the purpose of amending any previously recorded Floor Plan or plat.
- 1-24. "Submitted Land" means the land in The Condominium, which land is described in **Exhibit A** hereto.
- 1-25. "Supplemental Declaration" means any Declaration of Covenants and Restrictions, which by its terms of expressly made supplemental to this Declaration.
- 1-26. "Undivided Percentage Interest" means the undivided percentage interest in and to The Common Area attributed to each Unit and as set forth in **Exhibit B** appended hereto.
- 1-27. "Unit" or "Units" means a portion or portions of The Condominium designated and intended for individual ownership and use and the undivided interest in The Common Area appertaining to that use.
- 1-28. "FNMA" and "FHLMC" respectively means the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and their successors in interest.

ARTICLE 2
UNITS, COMMON AREA, LIMITED COMMON AREA

- 2-1. **Description of Land.** A legal description of the land, hereby submitted to the provisions of **New Hampshire RSA 356-B** is contained in **Exhibit A** attached hereto and made a part hereof.
- 2-2. **Description of Buildings.** There shall be thirty-five (35) residential structures in The Condominium, containing a total of one hundred fifty-eight (158) Units, which shall be constructed as The Condominium. The buildings are and shall be

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constructed of wood frame and wood exterior.

2-3. **Description of Units.** The Unit number and the dimensions of each Unit are shown on the Site Plan and Floor Plans recorded herewith and will be shown on the "As-Built" Site Plans and/or Floor Plans filed at the time of sale of such Units. The boundaries of each Unit with respect to floors, ceilings, walls, doors, and windows thereof are as follows:

2-3-1. (1) **Horizontal Boundaries:**

(a) **Lower Boundary**

(i) The unfinished upper surface of the concrete slab or basement, or "crawl space" slab, as the case may be.

(b) **Upper boundary**

The lower plane of the roof rafters (or corresponding joists) within such Unit.

2-3-2. (2) **Vertical Boundaries:**

The vertical boundaries of each Unit shall be:

(a) Exterior building walls, doors, and windows

(i) **Exterior walls:**

The exterior plane of the interior wallboard or plaster of the exterior wall.

(ii) **Exterior doors, windows and skylights:**

The outer surface of the door and the outer surface of the window or skylight sash.

2-3-3. Each Unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit.

2-3-4. The pipes, ducts, flues, chutes, conduits, wires, and other utility installations, including air conditioning situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduits, wires, and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed

a part of that Unit, while any portions thereof serving more than one Unit or any portion of The Common Area shall be deemed part of The Common Area.

- 2-4. **Description of The Common Area.** The Common Area includes, but not by way of limitation:
- 2-4-1. The land on which the buildings containing the Units are located, the walks, shrubbery, and other plantings, parking areas, the driveway, and other land and interests in land included in the description of The Condominium in **Exhibit A**;
- 2-4-2. The foundations, column girders, beams and supports, and roof of said buildings; the perimeter walls and door frames around each Unit to the unfinished or undecorated interior surfaces thereof, and other walls and door frames which are not within a Unit; doors and walls which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas.
- 2-4-3. The water supply lines and equipment and sewer tie-ins serving more than one Unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other Common Area within the Unit).
- 2-4-4. Any amenities which are constructed as recreational amenities which are a part of The Common Area as may be shown on the Site Plan and on The Neighborhoods Subdivision/Site Plan.
- 2-4-5. All other parts of The Condominium, including Limited Common Area and 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 **Exhibit A** or in this Declaration.
- 2-4-6. All driveways and roadways within The Condominium, and contained within The Common Area, as shown on the Site Plan to be recorded herewith, as amended, all of which shall be and remain private rights-of-way as part of The Common Area, to be constructed, owned by and maintained by The Association as a Common Expense.

All such roadways shall be laid out and constructed so as to serve The Condominium only and shall not be constructed to form a throughway or connection between public highways.

Such roadways shall, however, be constructed to specifications determined by the Manchester Planning Board as shown on the approved The Neighborhoods Subdivision/Site Plan, and in a manner which shall, at all times, be maintained so

as to allow accessibility to all Units and other buildings by emergency, police, fire, and City of Manchester official vehicles, in order to provide normal and emergency City health and safety services.

- 2-5. **Description of Limited Common Area.** There is appurtenant to some of the Units areas designated as Limited Common Area which are limited to the exclusive use of the Owner or owners of the Unit or Units to which they are appurtenant or with which they have been deeded (in the case of inside parking spaces):
- 2-5-1. The exclusive right to use a balcony or deck attached or appurtenant to some of the units, or any parking space assigned to some of the units in the deed of said unit to the unit owner and as shown on the Site Plans as "Limited Common Area," is assigned to the exclusive use of the Unit to which it is assigned or attached. Each Owner shall be required to keep their respective Limited Common Area in a neat and orderly condition at all times.
- 2-6. **Unit Percentage Interest in Common Area and Facilities.** An undivided interest in The Common Area is allocated to each Unit in accordance with **Exhibit B**, as amended from time to time. There shall appertain to each Unit in The Condominium, for voting purposes in connection with meetings of The Association, a weighted vote based on the undivided interest of the unit in the common area in accordance with **Exhibit B** as amended from time to time. Where a particular Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.
- 2.7. **Statement of the Purposes of Condominium Use.** The Condominium is primarily intended for residential use
- 2-7-1. Each Unit shall be occupied and used only for private, residential purposes by the owner and his or her family, or by lessees or guests of the Owner, and not for any business or professional use whatsoever. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof. Any rental shall be by written lease. Said lease shall be for no less than one (1) year and shall be subject to The Condominium Instruments. The Declarant shall also have the right to lease Units and specifically The Declarant shall have the right to operate a rental business with respect to all or any of the Units.
- 2-7-2. The Common Areas shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to The Common Area, and anyone causing such damage shall pay the expense incurred by The Board in repairing the same. No boats, boat trailers, trucks (semi), commercial vehicles, snowmobiles, or other such personal property shall be stored in The Common Area. Nothing shall be altered, constructed in, or removed from The Common Area without the prior written consent of The Board.

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- 2-7-3. No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Condominium, which will increase the rate of insurance on The Common Area without the prior written consent of The Board.
- 2-7-4. No signs, clothes lines, television antennas, refuse, television antennas, satellite dishes or loose clothing or similar material or equipment shall be placed within The Common Area by any Unit Owner.
- 2-7-5. No animals, livestock, or poultry, except as permitted in the By-laws, shall be kept anywhere within The Condominium. Fish aquariums not in excess of twenty (20) gallons are exempt.
- 2-7-6. The administration of The Condominium shall be governed by The Association. Each Owner shall be a member of The Association. The membership of The Association shall consist of all the Owners. Each Unit shall be allocated a percentage interest as set forth in **Exhibit B**. The administration, powers, and duties of The Association and its Board of Directors shall be as contained within this Declaration and the Bylaws of The Association.

The Declarant shall be deemed to be the owner of any Units not sold by The Declarant and The Declarant and its representatives and assigns may make such use of such unsold Units and of The Common Area as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the use of the Units by the respective Owners.

- 2-7-7. The Association is empowered to adopt and amend, from time to time, Rules and Regulations concerning the use of The Condominium and various parts thereof, which Rules and Regulations shall be furnished in writing to all owners and which Rules and Regulations shall not be violated.
- 2-7-8. The consent of The Board referred to in this **ARTICLE 2** may be withdrawn by The Board whenever it deems such withdrawal to be in the best interests of The Condominium.
- 2-7-9. Except as set forth in "2-7-9-1." below, occupancy within any Unit is limited to not more than four (4) persons per Unit and not more than two (2) persons per Unit not related by blood or marriage.
- 2-7-9-1. Upon a reasonable showing of (a) medical necessity or (b) the need for a live-in

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care giver, the Board shall consent to occupancy of any Unit by a live-in care giver for one or both of the Units owner(s).

2-7-10. Rights of Action. The Association and any aggrieved Unit Owner shall have the right to enforce the terms of this Declaration, the Bylaws, or the Rules and Regulations of the **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM** against any Unit Owners or The Association who, if it fails to comply with requirements of documents or the decision made by The Association, by seeking injunctive relief in the Hillsborough County Superior Court.

2-8. Persons to Receive Service of Process. The Consumer Protection and Antitrust Division of the Office of the New Hampshire Attorney General's New Hampshire Department of Justice, shall be the person to receive service of any lawful process in any non-criminal proceeding arising under The Act against The Declarant or its personal representative.

2-8-1. Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under The Act against The Association. For the purposes of this paragraph, the place of business of The Board shall be considered to be **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM**, c/o Stebbins, Lazos & Van Der Beken, P.A., Suite 301, 66 Hanover Street, Manchester, NH 03101

2-8-2. Service of any lawful process in any proceeding arising under The Act against The Declarant or its personal representatives shall be made upon its Registered Resident Agent in the State of New Hampshire.

2.9. **SUBJECT TO THE NEIGHBORHOODS COVENANTS. THE CONDOMINIUM AND EACH UNIT THEREOF AND THIS DECLARATION AND BY-LAWS IS SUBJECT TO AND GOVERNED BY THE NEIGHBORHOODS COVENANTS WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE ASSOCIATION AND OWNER'S SHALL COMPLY WITH AND PERFORM ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THE NEIGHBORHOODS COVENANTS. IN THE EVENT THAT ANY PROVISION OF THIS DECLARATION, THE BY-LAWS OR THE RULES AND REGULATIONS IS INCONSISTENT WITH SIMILAR PROVISIONS OF THE NEIGHBORHOODS COVENANTS, THE NEIGHBORHOODS COVENANTS SHALL GOVERN.**

ARTICLE 3
INSURANCE AND VOTING IN THE EVENT
OF DAMAGE OR DESTRUCTION

3-1. **Purchase of Insurance.**

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- (a) The Association shall obtain and maintain in force insurance covering The Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of The Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against owners as part of the common Expenses. The named insured shall be The Association, individually, and as agent for the Owners, without naming them, and as agent for their Institutional Lenders.
- (b) Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Owners. All such policies shall provide that payments for losses thereunder shall be made to The Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

3-2.

Coverage.

- (a) Casualty. All buildings, improvements, and structures which are included in The Condominium, including buildings, improvements, and structures in The Common Area and the Limited Common Area, and all personal property in The Common Area, and all fixtures, machinery, equipment, and supplies maintained for the service of The Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units, shall be insured in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:
 - (i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and
 - (ii) All such other risks and perils as from time to time shall be customarily covered with respect to use as the buildings included in The Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement, and shall not be written on policies calling for any deductible amount in excess of the lesser amount of one percent (1%) of the insurance coverage or Ten Thousand Dollars (\$10,000.00).

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(b) **Public Liability.** The Association shall procure and maintain comprehensive public liability insurance covering The Association, the Board of Directors, the Manager (if any), all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of The Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage:

- (i) of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person, not less than One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in the same occurrence, and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property; or
- (ii) such greater coverage as may, from time to time, be required for multifamily protection in order to qualify for FHLMC and FNMA underwriting. A single limit policy in the amount of One Million Dollars (\$1,000,000.00) shall be deemed in compliance with the foregoing sentence.

Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insured thereunder as a group, but shall not insure against the individual liability of a Owner for negligence occurring within his or her Unit or his or her Limited Common Area. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which The Association is a party.

(c) **Worker's Compensation.** The Association shall procure and maintain worker's compensation insurance as required by law.

(d) **Other Insurance.** The Association shall procure and maintain:

- (i) insurance upon owned and non-owned motor vehicles;
- (ii) as is required by **New Hampshire RSA 356-B**;
- (iii) including flood insurance, in such amount, if required by FNMA or FHLMC for mortgage programs underwritten by them or either of them;
- (iv) Fidelity Bond coverage as required by FNMA and/or FHLMC; and

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- (v) such other insurance as the Board of Directors shall determine from time to time to be desirable.

Every Fidelity Insurance bond must:

- (A) name The Association as the insured;
- (B) have coverage equal to no less than the maximum amount of funds in The Association's (or its management agent's) custody at any one time.

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General Insurance Provisions.

- (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting agent in connection with the adjusting of all claims under insurance policies provided for under this **ARTICLE 3** and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of the improvements within The Condominium, and shall make any necessary changes in the policy provided for hereunder (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such section.
- (b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under this **ARTICLE 3**:
 - (i) shall contain waivers of subrogation by the insurer as to claims against The Association, its employees, and agents, members of The Board, the Manager, Owners, and members of the family of any owner who reside with said owner, except in cases of arson and fraud;
 - (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the owners over which the association has "no control";
 - (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of The Condominium over which the insured, or Owners collectively, have no control;
 - (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the condominium;
 - (v) shall exclude policies obtained by individual owners for consideration under any "no other insurance" clause;
 - (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the owner of such Unit, the other Owners, the Board of Directors, or

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any of their agents, employees or household members, nor canceled for nonpayment of premiums;

- (viii) shall recognize an Insurance Trust Agreement should The Association enter into one;
- (ix) shall contain a "loss payable" clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and
- (x) shall contain the standard mortgage clause naming the mortgagee of the Units, provided that each Owner provides the Association with the name and address of their mortgagee of record.

3-4. **Individual Policies.** Any Owner and any mortgagee may obtain at his or her own expense additional insurance (including a "Unit-Owners endorsement" for improvements and betterment to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 3-3 (b). It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

- (a) Each Owner may obtain additional insurance for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by The Board pursuant to **ARTICLE 3** above, and each owner hereby assigns to The Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage of said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with The Association.
- (b) Each Owner should obtain insurance for his or her own benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area, any floor coverings, appliances, and other personal property not covered in the master policy, and all improvements to his or her Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to The Board.
- (c) Each Owner, prior to commencement of construction of such improvements, shall notify The Board of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such

notice, The Board shall notify the insurer under any policy obtained pursuant to **Section 3-2.** hereof, of any such improvements.

- (d) Each Owner should obtain liability insurance with respect to his or her ownership and/or use of his or her Unit.

3-5. **Notice of Owners.** When any policy of insurance has been obtained on behalf of The Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner by the Secretary of The Association. Such notice shall be sent by United States certified mail, return receipt requested, to all Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary or Manager, provided the Secretary or Manager obtains a receipt of acceptance of such notice from the Owner.

3-6. **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** of The Act, be used to repair, replace, restore the structure or The Common Area damaged, unless the Owners, to the extent permitted by The Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate The Condominium pursuant to **Section 34** of The Act. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each owner, for each mortgagee of a Unit, and for each Owner of any other interest in The Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims.

ARTICLE 4

EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-1. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his or her Unit. No Owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors, and ceilings surrounding his or her Unit, nor shall an Owner be deemed to own pipes, wires, conduits, or other utility lines running through said Unit which are utilized for or serve more than one Unit, which items are hereby made a part of The Common Area. An Owner shall, however, be deemed to own the walls and partitions which are contained within said Owner's Unit and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and decorations, etc.

4-2. Each Owner shall own an equal and undivided interest in The Common Area as set forth in **Exhibit B.** No such interest shall be altered in a manner which is contrary to the provisions of The Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each Owner may use The Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he or she does not

hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Regulations adopted pursuant to said provisions.

- 4-3. The Declarant has reserved no right to add land to The Condominium.
- 4-4. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant or assigned/deeded to his or her Unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the owners expressed in an Amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5 **MAINTENANCE AND REPAIRS**

- 5-1. **Owners Obligation to Repair and Maintain.** Each Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement, of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not The Common Area, and which are located in his or her Unit. Each Owner shall immediately notify The Board or its agents of any damage to malfunction of any facilities for the furnishing of utility services or waste removal which are The Common Area within his or her Unit. Each Owner shall also, at his or her own expense, keep the Limited Common Area appurtenant to his or her Unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him or her, reasonable wear and tear excepted. In the event an Owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to him or her by The Board, The Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of an aggregate cost in excess of Five Hundred Dollars (\$500.00) in his or her Unit or the Limited Common Area appurtenant to his or her Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in forms and amounts which are satisfactorily to The Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations.
- 5-2. **Association's Obligation to Maintain.** Except as otherwise provided, The Association shall be responsible for:
- (a) the maintenance, repair, and replacement; and
 - (b) the expense of such repair (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said owner's actual or implied consent, in which case the expense shall be charged to

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such Owner, unless forgiven by vote of The Association) of all of The Common Area and Limited Common Area whether located inside or outside of the Units, including all sewer tie-ins and related equipment, and all water system tie-ins and related equipment, and whether now existing or hereafter constructed, the cost of which shall be assessed to all owners as a Common Expense. (Maintenance of Limited Common Area shall not include the keeping of said Area in a neat and orderly condition as provided in **Section 5-1.** above, nor to maintain it on a day-to-day basis.)

- 5-3. **Management Contract.** The Board of Directors, acting on behalf of The Association, may enter into a Management Agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint Management Agreement, for the management of The Condominium and its maintenance and repair, and may delegate to a Manager all the powers and duties of The Association, except such as are specifically required by the Declaration, or by the Bylaws, to have the approval of the Board of Directors or the membership of The Association. The Manager may be authorized to determine the budget and make and collect Assessments for Common Expenses as provided by the Declaration, Bylaws, and Appendices to the Declaration.

ARTICLE 6
PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-1. No Owner shall, without first satisfying the requirements regarding repair or other work set forth in **ARTICLE 5** above, and in addition, obtaining the written consent of The Board:
- 6-1-1. Make or permit to be made any structural alterations, improvement, or addition in or to his or her Unit or in or to any other part of The Condominium;
- 6-1-2. Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Condominium;
- 6-1-3. Impair any easement or right or personal property, which is a part of The Condominium or The Neighborhoods Covenants;
- 6-1-4. Paint, decorate or otherwise modify any portion of the exterior of the building or any other structure in The Condominium or any Common Area therein.

ARTICLE 7
ENTRY FOR REPAIRS AND GRANT OF EASEMENTS

- 7-1. The Association shall have the irrevocable right, to be reasonably exercised by The Board or its agents, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or

construction for which The Board is responsible and shall have the irrevocable right, to be reasonably exercised by The Board or its agents, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by The Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence, misuse, or neglect of one or more Owners, in which case the said Owner or Owners shall bear the expense of such repairs.

- 7-2. The Association shall have the power and right to grant reasonable, non-exclusive permits, licenses, and easements over The Common Area for utilities, roads and other purposes necessary for the proper operation of The Condominium.

ARTICLE 8
CERTAIN PROVISIONS PERMITTED BY THE ACT

- 8-1. **Encroachments.** If any portion of The Common Area now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of The Common Area, or if any such encroachment shall occur hereafter as a result of:

- (a) settling of a building;
- (b) alteration of or repair to The Common Area made by or with the consent of the Board of Directors;
- (c) repair or restoration of a building or any Unit after damage by fire or other casualty; or
- (d) condemnation or eminent domain proceedings;

a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

- 8-2. **Alterations Within Units.** Subject to the notification requirement of **ARTICLE 3** above, an Owner may make alterations, additions, and improvements within his or her Unit which do not violate **ARTICLE 6** hereof, including moving, removing, altering, or adding to interior non-load bearing walls and partitions, provided that no such alteration, addition, or improvement may affect the structural elements or integrity of any structure without the prior written consent by The Board.

- 8-3. **Relocation of Boundaries Between Units.** If the Owner of two (2) adjoining Units desires to combine such Units by removing their mutual boundaries, he, she, or they may do so if such Owner obtains the prior written approval of the Board of Directors, any mortgagee of the Units involved and any local and/or state boards

and agencies and if they comply with the procedures set forth in **Section 31** of The Act; provide, however, that no such relocation shall occur unless and until the Owners involved shall have satisfied The Board that any physical changes which may result to the building of which the Units are a part from the boundary relocation will not impair the structural integrity or adversely affect the exterior appearance of said building. The surviving Unit shall have as its percentage interest the total and percentage interest of the combined Units. Subsequent to such combination, the then owner of such combined Units may re-subdivide such combined Unit but only by reestablishing the original boundaries and otherwise complying with the requirements of this **Section 8-3** for combining Units.

ARTICLE 9
AMENDMENT OF CONDOMINIUM INSTRUMENTS

- 9-1. **Amendment Prior to Conveyance of a Unit.** Except as prohibited in **Section 9-4** below, prior to the conveyance of any Unit to an Owner other than The Declarant, The Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by The Declarant.
- 9-2. **Amendment After Conveyance of a Unit.** Subsequent to the conveyance of a Unit to an Owner other than The Declarant and except as provided in **ARTICLE 16** or **Section 9-4.** below, The Condominium Instruments may be amended, only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3) of the voting power in The Association appertain, provided that:
- (a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered;
 - (b) No instrument of amendment which alters the percentage of undivided interest in The Common Area, the liability for Common Expenses, the rights to Common Profits, or the voting rights in The Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by The Condominium Instruments, is consistent with the applicable provisions of The Act and except as provided in **Section 9-4.** below, has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby;
 - (c) No instrument of amendment which alters The Condominium Instruments in any manner which would render any of them contrary to or inconsistent with any requirements or provisions of The Act shall be of any force or effect;
 - (d) No instrument of amendment which purports to affect The Declarant's reserved rights of control set forth in **ARTICLE 16** of

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this Declaration shall be of any force and effect unless it is assented to in writing by The Declarant, and this sent is recorded in such Amendment at the Hillsborough County Registry of Deeds;

- (e) No instrument of amendment which purports to affect The Declarant's reserved rights and easements shall be of any force and effect unless it is assented to in writing by The Declarant and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds; and
- (f) No instrument of amendment which would adversely affect The Declarant's right and ability to develop and/or market The Condominium shall be of any force or effect unless it is assented to in writing by The Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

9-2-1. Subsequent to the conveyance of a Unit to an owner other than The Declarant the prior written approval of the first mortgagees of Units to which sixty-seven percent (67%) of the voting power in The Association appertains shall be required in order to adopt any amendment to any or all of The Condominium Instruments which amendment would have the effect of altering:

- (a) The voting rights of the Owners in The Association;
- (b) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens;
- (c) The requirement of The Association reserves for replacement, maintenance, and repair of The Common Area;
- (d) The terms of The Condominium Instruments relating to responsibility for maintenance and repair of the Units, The Common Area or the Limited Common Area;
- (e) The terms of The Condominium Instruments relating to the insurance or fidelity bonds to be provided by The Association;
- (f) The terms of The Condominium Instruments stating which Units and under what conditions Units may be leased;
- (g) The terms of The Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his or her Unit;
- (h) Any term of The Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors;
- (i) The terms of The Condominium Instruments providing for the

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restoration or repair of the project after a hazard, damage, or partial condemnation; or

- (j) Any term of The Condominium Instruments relating to terminating The Condominium's legal status after substantial destruction or condemnation occurs.

9-3. **Recording Required.** No amendment to The Condominium instruments shall become effective until an instrument setting it forth in full shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

9-4. The Declarant reserves the right to itself and its successors in interest to amend The Condominium Instruments without the consent of any Unit Owners or First Mortgagees, but only to:

- (a) correct typographical errors; or
- (b) to bring The Condominium Instruments in compliance with **New Hampshire RSA 356-B**; or
- (c) to conform The Condominium Instruments to the requirements of FNMA and FHLMC loan guaranty underwriting requirements, but only until the provisions of **Section 16-1**, below have occurred.

ARTICLE 10 ASSESSMENTS

10-1. **Power to Fix and Determine.** The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of The Condominium and such other fees and charges as are specifically provided for in the Declaration and the Exhibits attached hereto and the Bylaws. The procedure

for the determination of all such Assessments shall be as set forth in the Bylaws of The Association and the Declaration and the Exhibits attached hereto.

10-2. **Owner's Obligation To Pay Assessments.** Each owner shall pay all Common Expenses assessed against him or her and all other Assessments and charges made against him or her (i) by the Board of Directors pursuant to the Declaration or Bylaws and (ii) by The Neighborhoods Association. Any Owner having executed a contract for the disposition of his or her Unit, shall be entitled, upon written request to the President, Treasurer, or Secretary of The Association and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Ten Dollars (\$10.00) or the largest amount allowed by The Act, whichever is greater, to a recordable statement setting forth the amount of unpaid Assessments currently levied against that Unit. Such statement setting forth the amount of Unpaid Assessment shall be binding upon The Association, the Board of Directors, and every Owner. Failure to furnish such statement within ten (10) business days following receipt of such request shall extinguish the lien created by **Section 46** of The Act.

10-3. **Unpaid Assessments.** Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum. (or such other rate as the Board of Directors may determine) provided said interest rate does not violate any then applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then highest permitted rate) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge to be determined by the Directors of The Association but which shall not exceed any limits imposed by The Act and which shall initially be Twenty-Five Dollars (\$25.00) shall be due and payable. Regular Assessments shall be due and payable monthly on the first day of each calendar month. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any Assessments against such Unit which are unpaid at the time of such purchase.

10-4. **Lien For Unpaid Assessments.**

- (a) The Association shall have a lien upon each Unit for unpaid Assessments, together with interest thereon, against the Owner thereof. Expenses incurred by The Association, including reasonable attorneys' fees, incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by The Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by The Association, in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing

said lien, and may settle and compromise the same if deemed in the best interests of The Association. Said lien shall be effective as and in the manner provided for by The Act, and shall have the priorities established by The Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid Assessments, and to apply as a cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay.

- 10-4-1. **Limitation Upon Liability of The Association.** Notwithstanding the duty of The Association to maintain and repair parts of The Condominium, The Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by The Association.

ARTICLE 11
CAPITAL RESERVE FUND

- 11-1. Each Owner on the date of purchase shall pay to the Association an amount equal to two (2) months of Condominium Common Expenses which amount shall be used to establish a Capital Reserve Fund for future major maintenance and repair expenses.

ARTICLE 12
WAIVER

- 12-1. The failure of The Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by The Board of payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by The Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by The Board.

ARTICLE 13
LIABILITY OF THE BOARD

- 13-1. The members of The Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of The Board against all contractual liability to others arising out of contracts made by The Board on behalf of The Condominium unless any such contract shall have been made in bad

faith or contrary to the provisions of the Declaration or of the Bylaws. It is permissible for the members of The Board, who are Directors or Officers of The Declarant, to contract with The Declarant and affiliated corporations without fear of being charged with self-dealing during the period in which The Declarant is in control of the Board of Directors and Officers pursuant to **ARTICLE 16** below. It is intended that the members of The Board shall have no personal liability, other than as Owners, with respect to any contract made by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is also intended that the personal liability of each Owner arising out of any contract made by The Board or out of the aforesaid indemnity in favor of the members of The Board shall be limited to such proportion of the total liability thereunder as his or her interest in The Common Area bears to the interests of all the Owners in The Common Area (except that the personal liability of Owner who are members of The Board and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited) The provisions of this **ARTICLE 13** do not apply to and shall not preclude claims for property damage and personal injury by Owners against The Board or any other insured under the liability insurance required by **Section 13-2** above.

ARTICLE 14
ENFORCEMENT

- 14-1. Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, and the Rules and Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Rules and Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by The Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

ARTICLE 15
PERSONAL PROPERTY

- 15-1. The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16
TERMINATION OF CONDOMINIUM

- 16-1. **Termination Prior To Conveyance Of A Unit.** Prior to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated

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at any time by an instrument in writing signed by The Declarant.

16-2. **Termination After Conveyance of A Unit.**

- (a) **Required Vote.** Subsequent to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in The Association appertain.
- (b) **Effect of Termination.** If The Association votes to terminate The Condominium at any time or for any reason, then upon the recording of an instrument terminating The Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in The Common Area immediately prior to such recordation. As long as such tenancy in common lasts, each Owner and their respective heirs, successors, and assigns shall have an exclusive right of occupancy of that portion of The Condominium property, which formerly constituted his or her Unit.

16-3. **Recording Required.** No termination of The Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 17
CONSENT OF FIRST MORTGAGEE

17-1. Notwithstanding any other provision of this Declaration, the Bylaws, or Regulations, so long as a mortgagee is the holder of a construction mortgage lien conveyed to it by The Declarant covering one or more of the Units, and unless all construction mortgagees shall have given their approval, The Association and

Board of Directors shall not be entitled to:

- (a) by act or omission, seek to terminate The Condominium;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area; or

17-2. This **ARTICLE 17** shall not apply to or in any way be construed as a limitation upon the right of The Declarant to create additional Units on the Convertible Land, if any, with the resulting change in the undivided percentage of interests allocated to existing Units pursuant to the provisions of The Act and of this Declaration.

ARTICLE 18
UNIT MORTGAGEE
FNMA/FHLMC REQUIREMENTS:

18-1. Notwithstanding any other provision on this Declaration, the Bylaws, or Rules and Regulations, it shall require the prior written approval two-thirds (2/3) of the mortgagees (based on one vote per first mortgagee) holding mortgages recorded in the Hillsborough County Registry of Deeds constituting first liens on Units within The Condominium, or the Owners of such number of Units to which two-thirds (2/3) of the voting power in The Association appertains in order for The Association or its Board of Directors to be entitled to:

- a) by act or omission, seek to abandon or terminate The Condominium (and subject to the requirements of **New Hampshire RSA 356-B:34 I and Section 21-2** below);
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area.

- (e) change the pro rata interest or obligations of any Unit in order to levy Assessment or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the common elements (except pursuant to **New Hampshire RSA 356-B:23 and ARTICLE 18** of this Declaration) . As used in this **Section 20-1**. only, the word "Owner" shall not include The Declarant.

18-2. No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or The Common Area or any portions thereof.

18-3. **Notices.** The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages in a Unit in the event:

- (a) that any condemnation or casualty loss occurs which effects a material portion of The Condominium or the mortgaged Unit;
- (b) of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by The Association;
- (c) of any action which requires the consent of a special percentage of mortgage holders; or
- (d) of or for a particular Unit, any sixty (60) days' delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

To obtain this information, the holder, insured, or guarantor of a mortgage on a Unit, must submit a written request and notice to The Association which specifies their particular interest.

18-4. Until and unless such time as The Condominium contains more Units and there is no audited financial statement of The Association accounts available, any mortgage holder may have an audited statement prepared of the Unit Owners' Association accounts at the mortgage holder's expense. At the time The Condominium contains more Units, The Association will prepare an audited statement for the preceding fiscal year if more than ten (10) holders of first mortgages that are secured by Units of The Condominium submit a written request for such an audited statement.

ARTICLE 19
NOTICES

- 19-1. All notices hereunder, and under the Bylaws and The Act, to The Association and The Board shall be to **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM ASSOCIATION, INC.**, 84 State Street, Boston, Massachusetts 02109, or to such other address as The Board may designate, from time to time, by notice in writing to all Owners. All such notices to owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated to The Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 20
EASEMENTS

- 20-1 The Declarant reserves the right to convey easements to any municipality and/or utility companies or third party or other parcel in The Neighborhoods which easements are necessary or desirable for The Condominium or The Neighborhoods. All such easements do hereby take precedence over the Unit Owners rights and title in and to their Units and The Common Area, and this right shall pass to The Association upon the expiration of The Declarant's rights under **ARTICLE 16** above.

ARTICLE 21
SEVERABILITY

- 21-1. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of this Declaration.

ARTICLE 22
GENDER

- 22-1. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE 23
INTERPRETATION

- 23-1. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium project.

ARTICLE 24

OPTION TO CONTRACT

24-1. **Option to Contract.** Except as set forth in **Section 16-7** above, regarding any necessary easements, The Declarant hereby expressly declines any reservation of the right to withdraw any part of the "Submitted Land" from this Declaration or The Condominium, and has therefore, not created any "Withdrawable Land" within The Condominium.

ARTICLE 25
STATUTORY WARRANTY AGAINST STRUCTURAL DEFECTS

- 25-1. The Declarant warrants against structural defects:
- (a) each of the Units for one (1) year from the date such is conveyed; and
 - (b) all of The Common Area for one (1) year but expressly excluding the Common Area described in The Neighborhoods Covenants which are governed by said Covenants and are the exclusive responsibility of The Neighborhoods Association.

The one year referred to in the previous sentence shall begin as to each of The Common Areas whenever the same has been completed or if later:

- (a) as to any Common Area within any portion of the Condominium, at the time of the first Unit therein is conveyed.

For the purposes of this paragraph, no Unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in Components constituting any Unit or Common Area which reduce the stability or safety of the Structure below accepted standards or restrict the normal intended use of all or part of the Structure and which require repair, renovation, restoration, or replacement. Nothing in this paragraph shall be construed to make The Declarant responsible for any items of maintenance relating to the Units or Common Areas or the Common Area described in The Neighborhoods Covenants.

25-1-1. Except as set forth in **Section 25-1** above, or in any other written warranty or home owner's insurance policy delivered by The Declarant to any Unit Owner, The Declarant, on behalf of itself and its wholly-owned subsidiaries, hereby disclaims any warranty of merchantability for fitness for a particular purpose; and except for any warranties implied by law and not subject to exclusion, there are no warranties in favor of any Unit Owner or The Association which extended beyond the express warranties set forth in **Section 25-1** above. The term of any warranties of The Declarant implied by law and not (a) set forth in **Section 25-1** above; or (b) subject to exclusion, shall end one year after (a) the issuance of any occupancy permit; or (b) after the date first third party Unit Owner takes title to


the Unit, whichever is later to occur.

The Declarant expressly disclaims responsibility for incidental, consequential, or special damages, and the same are expressly excluded from the warranties referred to herein. The Declarant reserves the right to substitute for any materials, equipment, and appliances to be used in the Units and buildings described herein and to change the size, number, and location of buildings, Units, and other improvements. The Declarant is not responsible for variations in dimensions from one Unit to another of similar design.

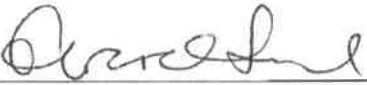
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IN WITNESS WHEREOF, WOODLAND POND, L.P., by its General Partner, duly authorized, has executed this Declaration on the day and year first above written.

WOODLAND POND, L.P.
By Its General Partner
Abbott Woodland Pond, LLC




Witness

By: 

Manager
Gerard Savard

STATE OF Massachusetts
Suffolk SS.

The foregoing instrument was acknowledged before me this 23 day of August, 2007, by, the Manager of Abbott Woodland Pond, LLC the General Partner of Woodland Pond, L.P., Delaware limited partnership, by and on behalf of said partnership.



Name: Sarah K. Peck
Justice of the Peace/Notary Public
My commission expires: December 1, 2011

BK 7 895 PG 1488

**EXHIBIT A
(Submitted Land)**

**LEGAL DESCRIPTION OF
SUBMITTED LAND**

A CERTAIN PARCEL OF LAND IN THE CITY OF MANCHESTER, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, SHOWN AS LOT 2 ON "SURVEY PLAN, 'THE NEIGHBORHOODS AT WOODLAND POND', MANCHESTER, NH", BY HAYES ENGINEERING, INC., DATED OCTOBER 26, 2005, REVISED 2-15-06, RECORDED AS PLAN # 34812, SAID PARCEL DESCRIBED AS FOLLOWS.

BEGINNING AT THE EASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED AT A POINT ON THE NORTHERLY SIDELINE OF COUNTRYSIDE BOULEVARD; THENCE RUNNING

WESTERLY ALONG SAID SIDELINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 104.23 FEET ON A RADIUS OF 105.00 FEET; THENCE TURNING AND RUNNING

N64°15'55"W A DISTANCE OF 140.00 FEET; THENCE TURNING AND RUNNING

S43°23'34"W A DISTANCE OF 380.49 FEET; THENCE TURNING AND RUNNING

S55°51'42"E A DISTANCE OF 475.43 FEET; THENCE TURNING AND RUNNING

S14°56'48"E A DISTANCE OF 587.88 FEET; THENCE TURNING AND RUNNING

S70°16'27"W A DISTANCE OF 524.83 FEET; THENCE TURNING AND RUNNING

S81°08'43"W A DISTANCE OF 429.55 FEET; THENCE TURNING AND RUNNING

N04°00'43"E A DISTANCE OF 817.42 FEET; THENCE TURNING AND RUNNING

S79°53'36"W A DISTANCE OF 202.58 FEET TO A POINT ON THE TOWN LINE BETWEEN THE TOWN OF GOFFSTOWN AND THE CITY OF MANCHESTER; THENCE TURNING AND RUNNING

N10°14'24"W ALONG SAID TOWN LINE A DISTANCE OF 1060.30 FEET; THENCE TURNING AND RUNNING

S83°29'47"E A DISTANCE OF 342.98 FEET; THENCE TURNING AND RUNNING

S89°31'52"E A DISTANCE OF 593.01 FEET; THENCE TURNING AND RUNNING

S09°10'56"E A DISTANCE OF 237.00 FEET; THENCE TURNING AND RUNNING

S73°25'28"E A DISTANCE OF 191.00 FEET; THENCE TURNING AND RUNNING

S07°23'30"E A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,424,929 SQUARE FEET, OR 32.712 ACRES.

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EXHIBIT B

Building	Unit	TYPE	SF	ADDRESS	% Interest
2	1	D	1470	32 Woodview Way	0.6329%
2	2	F.1	1590	34 Woodview Way	0.6329%
2	3	F	1525	36 Woodview Way	0.6329%
2	4	D	1470	38 Woodview Way	0.6329%
1	1	A	1430	33 Woodview Way	0.6329%
1	2	B	1740	35 Woodview Way	0.6329%
1	3	B	1740	37 Woodview Way	0.6329%
1	4	B	1740	39 Woodview Way	0.6329%
1	5	B	1740	41 Woodview Way	0.6329%
1	6	A	1430	43 Woodview Way	0.6329%
4	1	D	1470	56 Woodview Way	0.6329%
4	2	F.1	1590	58 Woodview Way	0.6329%
4	3	F	1525	60 Woodview Way	0.6329%
4	4	F	1525	62 Woodview Way	0.6329%
4	5	D	1470	64 Woodview Way	0.6329%
3	1	A	1430	61 Woodview Way	0.6329%
3	2	B	1740	63 Woodview Way	0.6329%
3	3	B	1740	65 Woodview Way	0.6329%
3	4	A	1430	67 Woodview Way	0.6329%
6	1	D	1470	76 Woodview Way	0.6329%
6	2	F.1	1590	78 Woodview Way	0.6329%
6	3	F	1525	80 Woodview Way	0.6329%
6	4	F	1525	82 Woodview Way	0.6329%
6	5	D	1470	84 Woodview Way	0.6329%
5	1	A	1430	85 Woodview Way	0.6329%
5	2	B	1740	87 Woodview Way	0.6329%
5	3	B	1740	89 Woodview Way	0.6329%
5	4	A	1430	91 Woodview Way	0.6329%
6	1	D	1470	100 Woodview Way	0.6329%
6	2	F.1	1590	102 Woodview Way	0.6329%
6	3	F	1525	104 Woodview Way	0.6329%
6	4	F	1525	106 Woodview Way	0.6329%
6	5	D	1470	108 Woodview Way	0.6329%
7	1	A	1430	105 Woodview Way	0.6329%
7	2	B	1740	107 Woodview Way	0.6329%
7	3	B	1740	109 Woodview Way	0.6329%

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7	4	A	1430	111	Woodview Way	0.6329%		
10	1	D	1470	142	Woodview Way	0.6329%		
10	2	F.1	1590	144	Woodview Way	0.6329%		
10	3	F	1525	146	Woodview Way	0.6329%		
10	4	F	1525	148	Woodview Way	0.6329%		
10	5	D	1470	150	Woodview Way	0.6329%		
9	1	A	1430	161	Woodview Way	0.6329%		
9	2	B	1740	163	Woodview Way	0.6329%		
9	3	B	1740	165	Woodview Way	0.6329%		
9	4	B	1740	167	Woodview Way	0.6329%		
9	5	B	1740	169	Woodview Way	0.6329%		
9	6	A	1430	171	Woodview Way	0.6329%		
12	1	A	1430	182	Woodview Way	0.6329%		
12	2	B	1740	184	Woodview Way	0.6329%		
12	3	B	1740	186	Woodview Way	0.6329%		
12	4	B	1740	188	Woodview Way	0.6329%		
12	5	B	1740	190	Woodview Way	0.6329%		
12	6	A	1430	192	Woodview Way	0.6329%		
11	1	D	1470	183	Woodview Way	0.6329%		
11	2	F	1525	185	Woodview Way	0.6329%		
11	3	F	1525	187	Woodview Way	0.6329%		
11	4	F.1	1590	189	Woodview Way	0.6329%		
11	5	D	1470	191	Woodview Way	0.6329%		
13	1	D	1470	203	Woodview Way	0.6329%		
13	2	F	1525	205	Woodview Way	0.6329%		
13	3	F	1525	207	Woodview Way	0.6329%		
13	4	F	1525	209	Woodview Way	0.6329%		
13	5	F.1	1590	211	Woodview Way	0.6329%		
13	6	D	1470	213	Woodview Way	0.6329%		
14	1	D	1470	216	Woodview Way	0.6329%		
14	2	F.1	1590	218	Woodview Way	0.6329%		
14	3	F	1525	220	Woodview Way	0.6329%		
14	4	F	1525	222	Woodview Way	0.6329%		
14	5	D	1470	224	Woodview Way	0.6329%		
15	1	D	1470	235	Woodview Way	0.6329%		
15	2	F	1525	237	Woodview Way	0.6329%		
15	3	F.1	1590	239	Woodview Way	0.6329%		
15	4	D	1470	241	Woodview Way	0.6329%		
16	1	D	1470	236	Woodview Way	0.6329%		
16	2	F.1	1590	238	Woodview Way	0.6329%		
16	3	F	1525	240	Woodview Way	0.6329%		
16	4	D	1470	242	Woodview Way	0.6329%		

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17	1	D	1470	257	Woodview Way	0.6329%		
17	2	F	1525	259	Woodview Way	0.6329%		
17	3	F	1525	261	Woodview Way	0.6329%		
17	4	F	1525	263	Woodview Way	0.6329%		
17	5	F.1	1590	265	Woodview Way	0.6329%		
17	6	D	1470	267	Woodview Way	0.6329%		
18	1	D	1470	256	Woodview Way	0.6329%		
18	2	F.1	1590	258	Woodview Way	0.6329%		
18	3	F	1525	260	Woodview Way	0.6329%		
18	4	F	1525	262	Woodview Way	0.6329%		
18	5	D	1470	264	Woodview Way	0.6329%		
19	1	D	1470	9	Forestedge Way	0.6329%		
19	2	F	1525	11	Forestedge Way	0.6329%		
19	3	F	1525	13	Forestedge Way	0.6329%		
19	4	F	1525	15	Forestedge Way	0.6329%		
19	5	F.1	1590	17	Forestedge Way	0.6329%		
19	6	D	1470	19	Forestedge Way	0.6329%		
20	1	I	1470	10	Forestedge Way	0.6329%		
20	2	F.1	1590	12	Forestedge Way	0.6329%		
20	3	F	1525	14	Forestedge Way	0.6329%		
20	4	F	1525	16	Forestedge Way	0.6329%		
20	5	F	1525	18	Forestedge Way	0.6329%		
20	6	I	1470	20	Forestedge Way	0.6329%		
21	1	D	1470	21	Forestedge Way	0.6329%		
21	2	F	1525	23	Forestedge Way	0.6329%		
21	3	D	1470	25	Forestedge Way	0.6329%		
22	1	D	1470	31	Forestedge Way	0.6329%		
22	2	F	1525	33	Forestedge Way	0.6329%		
22	3	F.1	1590	35	Forestedge Way	0.6329%		
22	4	D	1470	37	Forestedge Way	0.6329%		
23	1	D	1470	41	Forestedge Way	0.6329%		
23	2	F	1525	43	Forestedge Way	0.6329%		
23	3	D	1470	45	Forestedge Way	0.6329%		
24	1	D	1470	51	Forestedge Way	0.6329%		
24	2	F	1525	53	Forestedge Way	0.6329%		
24	3	F.1	1590	55	Forestedge Way	0.6329%		
24	4	D	1470	57	Forestedge Way	0.6329%		
25	1	I	1470	81	Forestedge Way	0.6329%		
25	2	F	1525	83	Forestedge Way	0.6329%		
25	3	D	1470	85	Forestedge Way	0.6329%		
26	1	D	1470	101	Forestedge Way	0.6329%		

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26	2	F	1525	103	Forestedge Way	0.6329%			
26	3	D	1470	105	Forestedge Way	0.6329%			
27	1	A	1430	107	Forestedge Way	0.6329%			
27	2	B	1740	109	Forestedge Way	0.6329%			
27	3	B	1740	111	Forestedge Way	0.6329%			
27	4	B	1740	113	Forestedge Way	0.6329%			
27	5	B	1740	115	Forestedge Way	0.6329%			
27	6	A	1430	117	Forestedge Way	0.6329%			
28	1	I	1470	20	Centerwood Way	0.6329%			
28	2	F.1	1590	22	Centerwood Way	0.6329%			
28	3	F	1525	24	Centerwood Way	0.6329%			
28	4	D	1470	26	Centerwood Way	0.6329%			
29	1	D	1470	40	Centerwood Way	0.6329%			
29	2	F	1525	42	Centerwood Way	0.6329%			
29	3	I	1470	44	Centerwood Way	0.6329%			
30	1	I	1470	41	Centerwood Way	0.6329%			
30	2	F.1	1590	43	Centerwood Way	0.6329%			
30	3	F	1525	45	Centerwood Way	0.6329%			
30	4	D	1470	47	Centerwood Way	0.6329%			
31	1	D	1470	60	Centerwood Way	0.6329%			
31	2	F	1525	62	Centerwood Way	0.6329%			
31	3	D	1470	64	Centerwood Way	0.6329%			
32	1	D	1470	61	Centerwood Way	0.6329%			
32	2	F	1525	63	Centerwood Way	0.6329%			
32	3	F	1525	65	Centerwood Way	0.6329%			
32	4	F.1	1590	67	Centerwood Way	0.6329%			
32	5	D	1470	69	Centerwood Way	0.6329%			
33	1	D	1470	80	Centerwood Way	0.6329%			
33	2	F.1	1590	82	Centerwood Way	0.6329%			
33	3	F.1	1590	84	Centerwood Way	0.6329%			
33	4	D	1470	86	Centerwood Way	0.6329%			
34	1	D	1470	81	Centerwood Way	0.6329%			
34	2	F	1525	83	Centerwood Way	0.6329%			
34	3	D	1470	85	Centerwood Way	0.6329%			
35	1	D	1470	101	Centerwood Way	0.6329%			
35	2	F.1	1590	103	Centerwood Way	0.6329%			
35	3	F	1525	105	Centerwood Way	0.6329%			
35	4	F	1525	107	Centerwood Way	0.6329%			
35	5	D	1470	109	Centerwood Way	0.6329%			
	158					100.0000%			

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**BYLAWS
WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM**

**ARTICLE I
PLAN OF UNIT OWNERSHIP**

1. **Purpose.** The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of Woodview Townhomes at Woodland Pond Condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall be members of Woodview Townhomes at Woodland Pond Condominium Owners Association, Inc., a New Hampshire voluntary corporation (the "Association"), and shall hold such interests subject to these Bylaws, the Condominium Declaration and the Rules and Regulations promulgated hereunder. The Association is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure, other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, Section 1(c) hereof, to the benefit of any Unit Owner.

2. **Definitions.** Capitalized terms not otherwise defined in these Bylaws shall have the meaning specified in the Declaration and in Section 3 of the Condominium Act.

3. **Bylaws Applicability.** The provisions of these Bylaws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, occupants, their guests, licensees, servants, agents, employees and any other person who shall use the facilities of the Condominium, shall be subject to these Bylaws and to the Rules and Regulations of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and will comply with them.

4. **Office.** The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II
UNIT OWNERS, ASSOCIATION**

1. **Composition.** All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws shall constitute "Woodview Townhomes at Woodland Pond Condominium Association" or the "Unit Owners Association" or the "Association" which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be

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required to be performed by the Association by the Condominium Act. Except as to those matters that the Act, the Declaration, or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors, (as more particularly set forth in Article III).

2. **Voting.** Each completed Unit shall be entitled to a vote proportionate to the Percentage Interest assigned to said Unit. Because an Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote(s) appertaining to that Unit. But if more than one of such persons is present, the vote(s) appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed throughout this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either along or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, a majority of the votes of Unit Owners, in good standing and entitled to vote, voting in person or by proxy, in good standing and entitled to vote, is required to adopt decisions at any meeting of the Association at which there is a quorum present. If the Declarant owns or holds title to one or more Units that is substantially completed for purposes of this Bylaw whereupon Declarant shall be deemed a Unit Owner with respect to such Unit subject to and benefited by the obligations and rights which appertain to all other Unit Owners, including the right, at any meeting of the Association, to cast the vote to which such Unit is entitled.

3. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. **Annual Meeting.** The first annual meeting of the Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration at the Registry of Deeds. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. Thereafter, the annual meetings of the Association shall be held on approximately the same date of each succeeding year, or on such other date within a thirty (30) day period prior to or subsequent to such date (so long as such meeting is held at least once each calendar year), as may be designated by the Board of Directors and reflected in such notice. At such annual meetings the Board of Directors shall be elected by ballot of Unit Owners in accordance with the requirements of Section 4 of Article III. The foregoing notwithstanding, until two (2) years after the recordation of the Declaration or until Units representing three-fourths of the Percentage Interests appertaining to one hundred fifty-eight (158) Units have been legally conveyed by the Declarant, or until the Declarant relinquishes the right to so elect, whichever first occurs (the "Transition Date"), the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before it at such meetings.

5. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than thirty percent (30%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. **Notice of Meeting.** It shall be the duty of the Secretary to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, and at least seven (7) days in advance of a special meeting, except as provided in Article III, Section 11, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. **Voting Requirements.** An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit at least three (3) days prior to the date fixed for each annual or special meeting.

8. **Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of the Condominium Act.

9. **Quorum.** A quorum shall be constituted as provided in Section 38 of the Condominium Act.

10. **Order of Business.** The order of business at all meetings of the Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of Directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. **Conduct of Meeting.** The President, or his designee, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a record book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall Govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

**ARTICLE III
BOARD OF DIRECTORS**

1. **Powers and Responsibilities.** The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes herein referred to as the "Board"), which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done exclusively by the Association. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters which might arise between meetings of the Board. In addition to the general duties imposed by these Bylaws, the Board shall have the power to perform, and shall be responsible for, the following:

(a) Preparation of an annual budget, in connection with which there shall be established the assessment of each Owner for Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, and, at its discretion, the Base Assessment, Special Assessment and Specific Assessments made pursuant to The Neighborhoods Covenants ("Neighborhoods Assessments"), establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository approved by it, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses and The Neighborhoods Assessments shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month

(c) Providing for the operation, repair, replacement and maintenance of all of the Common Area;

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and those portions of the Units for which the maintenance, operation, repair and replacement has been assumed by the Association, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) Making and amending Rules and Regulations providing details and regulations concerning the operation, use and enjoyment of the Property (subject to the condition that such Rules shall not be in conflict with the Condominium Act, the Declaration or these Bylaws, and subject to the provisions of Section 9 of Article V hereof) and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners;

(f) Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Condominium, in accordance with the other provisions of these Bylaws;

(g) Opening of bank accounts on behalf of the Association and designating signatories required therefore, and keeping books with detailed accounts of the receipts and expenditures affecting the property, and the administration of the Condominium. The said books shall be available for examination by the owners, and their duly authorized agents, at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices. Following the completion of the first full fiscal year of the Association and following each fiscal year thereafter, the Board shall arrange for the preparation of audited financial statements for the Association which statements shall be made available within 120 days of the Association's fiscal year-end, upon written request delivered to the Chair, of any Owner and any holder, insurer, or guarantor of any first mortgage secured by a Unit;

(h) The Board shall have the irrevocable power as attorney-in-fact on behalf of all the Owners, their heirs, successors and assigns to do the following things:

(i) To execute easements through the Common Area benefiting the Condominium or any portion thereof and/or The Neighborhoods;

(ii) To negotiate, settle and litigate, including execution of any necessary documents, any proceeding by any governmental authority to condemn all or any portion of the Common Area, any dispute concerning the location of the boundaries of Common Area, disputes concerning title to all or any portion of the Common Area and any other dispute which affects the Common Area;

(iii) To execute any documents necessary to encumber all or any portion of the Common Area to secure any borrowing, provided that such borrowing is authorized pursuant to Article V, Section 1 or Article VII, hereof; and

(iv) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration which it may be authorized to do by a resolution of the Association.

(i) To designate and appoint the President or Chairman of the Board of Directors or, at its discretion, or any other member of the Board of Directors as the Voting Member of The Neighborhoods Association pursuant to The Neighborhoods Covenants.

2. **Managing Agent.** The Board may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with

respect to the powers set forth in Paragraphs (b) through (h) of Section 1 of this Article III shall require the written consent of the Board. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated by the Board of Directors without cause on no more than ninety (90) days, written notice and without payment of a termination fee. Notwithstanding the above, no contract entered into with a Manager prior to the Transition Date defined in Section 4 of Article II hereof, shall be binding following such Transition Date unless such contract is then renewed or ratified by the Association by a majority vote of the Owners.

In the event that a holder of a first mortgage on the Property has required professional management (management by someone other than the Association itself, who is regularly employed in the management business) of the Property, any decision to self-manage the Property by the Association must be approved by two-thirds of the owners and 51% of the holders of first mortgages on Units (based upon votes appurtenant to such mortgaged Units).

3. **Number of Directors and Initial Selection of Board.** The Board of Directors shall be composed of no fewer than three (3) or up to five (5) persons. The Board shall elect one of its members to serve as Chair of the Board, which member shall serve as Chair at the pleasure of the Board. Until the election of the Board takes place at the first annual meeting of the Association as provided in Section 4 of Article II, the Board shall consist entirely of such persons as are designated by the Declarant. Thereafter, until the Transition Date, a majority of the members of the Board shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any time. Directors, except for those designated by the Declarant, shall consist only of Owners or spouses of owners, or, where a Person who is an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Person.

4. **Election and Term of Office.** Subject to Declarant's right to select Directors prior to the Transition Date as set forth herein, at the first annual meeting of the Association, three (3) Directors shall be elected. The term of office of one Director shall be fixed at one (1) year, the term of one other Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at three (3) years. Prior to the Transition Date the Declarant may select which positions shall be subject to designation by Declarant and which positions shall be filled by election as provided herein. Subject to Declarant's right to designate set forth herein, at the expiration of the initial term of office of each respective Director, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. Each Director shall hold office until its respective successor has been elected and attends its first meeting.

5. **Organization Meeting.** The first meeting of the members of the Board following the annual meeting of the Association shall be held immediately after, and at the same place as the annual meeting of the Association, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present there at.

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6. **Regular Meetings.** Regular meetings of the Board may be held without call or notice at such time and place as shall be determined, from time to time, by unanimous consent of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by first class mail, postage prepaid, at least ten (10) business days prior to the day named for such meeting provided that no notice shall be required for a regular meeting held immediately after and at the same place as, the annual meeting of the Association. At least two (2) such meetings shall be held during each twelve (12) month period after the annual meeting of the Association, one of which may be the meeting held immediately following such annual meeting.

7. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on five (5) business days, notice to each Director. Such notice shall be given personally or by first class mail, postage prepaid and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President in like manner and on like notice on the written request of at least two (2) Directors.

8. **Waiver of Notice.** Before or within ten (10) days after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. **Quorum for Board of Directors.** At all properly called meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. **Vacancies.** Vacancies in the Board caused by any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even though the Directors present at such meeting may constitute less than a quorum of the Board. Each person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that a vacancy in the position held by a Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. **Removal of Directors.** A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meetings of the Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, prior to the Transition Date,

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no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. **Compensation.** No Director shall receive any compensation from the Association for acting in such capacity.

13. **Conduct of Meetings.** The President, or, in his absence, a president pro tem elected by the Board, shall preside over all meetings of the Board and the Secretary shall keep minutes of the meetings of the Board recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Association.

14. **Report of Board of Directors.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. **Fidelity Bonds.** The Board of Directors may require that all Directors, officers, agents (including the Manager), employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The amounts of such bonds shall equal or exceed the funds in the custody of the Association but in no event shall the amount of the bonds be less than the total of three months assessment against all Units plus reserve funds. The fidelity bonds required hereunder shall meet all other requirements of the Federal National Mortgage Association pertinent to fidelity bonds for condominium officers, directors, trustees and employees of the Association.

16. **Dispensing with Vote.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

17. **Liability of the Board of Directors.** No member of the Board shall be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith or actions which are contrary to the provisions of the Declaration or of these Bylaws or the rules set forth in Article V (9) below, as lawfully amended from time to time ("Rules"). The Owners shall indemnify and hold harmless each of the Directors from and against (i) all contract or negligence liability to others arising out of contracts made by, and action taken or omitted by, the Board on behalf of the Owners unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws or the Rules; and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such Director in connection with any threatened, pending or completed action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these Bylaws or the Rules. It is intended that the members of the Board shall have no personal liability (except as Owners) with respect to any contract made or

action taken or omitted by them on behalf of the Owners, unless made, taken or omitted in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all of the Owners. Every written agreement made by the Board or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all Owners.

ARTICLE IV OFFICERS

1. **Designation.** The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Secretary may be held by the same person but shall not be held by the person serving as President.

2. **Election of Officers.** The officers of the Association shall be elected initially by the Board at a Special Meeting held on or near the date on which the Declaration is recorded at the Registry, and thereafter annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in and office shall be filled by the Board at a regular meeting called for such purpose.

3. **Removal of Officers.** The officers shall hold office until their respective successors are chosen and accept such office. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any meeting of the Board.

4. **President.** The President shall be the chief executive officer. He, or his designee, shall preside at meetings of the Association and, if present, at meetings of the Board, and shall be an ex officio member of all committees. He shall have general and active management of the business of the condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a business corporation organized under the laws of the State of New Hampshire. The President shall be designated, subject to the designation of an alternative person by the Board of Directors, as the Voting Member of The Neighborhoods Association.

5. **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association, shall record the minutes of all proceedings in the record book of the Association and shall perform like duties for committees when required. He shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all

meetings of the Association, special meetings of the Board and meetings of the committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Association, (i) a complete list of the Owners and their last known post office addresses; (ii) a complete list of names and addresses of Unit mortgagees, together with conformed copies of mortgages, filed pursuant to Section 8.2 of the Declaration; and (iii) copies of the Condominium Instruments. These lists and Condominium Instruments shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. **Treasurer.** The Treasurer shall have the custody of all funds and securities that are not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all money and other valuable effects in such depositories as may be designated by the Board. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit, and the amounts paid and the amount due on such assessments by each Owner. He shall disburse funds as ordered by the Board, where possible taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association. Owners shall have the right to examine the books of the Association at reasonable times and places.

7. **Agreements, Contracts, Deeds, Checks, Etc.** Agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by such officer of the Association or by such other person or persons as may be designated by the Board.

8. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as officer, unless voted by the Owners at an annual or special meeting.

ARTICLE V OPERATION OF THE PROPERTY

1. **Determination of Common Expenses and Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on the next succeeding December 31. The fiscal year herein established shall be subject to change by the Board of Directors should the Board in its sole discretion deem such change to be in the best interest of the Association.

(b) **Preparation and Approval of Budget.** Each year the Board shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Limited Common Area and Units as to which it is the responsibility of the Board to maintain, repair and replace, including

the cost of compensation, materials, insurance premiums, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or the Association. In the case of insurance premiums the Association shall obtain from its insurance carrier an annual statement of premiums for the master property damage coverage required herein allocated to each Unit according to its valuation. Such budget shall also include such reasonable reserves as the Board considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit in proportion to the Percentage Interest as defined in the Declaration appertaining to his Unit, and shall be a lien against each Owner's Unit in accordance with the Condominium Act. However, Declarant shall not be charged or obligated to pay any assessment or reserves for Units that are not completed for any month for which an assessment shall be made. If Declarant shall allow any such Unit to be occupied prior to sale, Declarant shall be charged the regular assessment for that Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. It is expressly provided, however, that the Association may, in its discretion, specially assess each Unit Owner annually in advance on or before the fiscal year for said Unit's allocated insurance premium for master property damage coverage for the fiscal year. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an accounting consisting of an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's Percentage Interest in the Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's respective Percentage interest in the Association to the installments due in the succeeding six (6) months after the rendering of the accounting, according to each owner's Percentage Interest.

Declarant will not be liable or required to pay any Condominium Fees for more than one (1) Unit at any time and such Condominium Fees which may be assessed against the Declarant will not begin until after the first Condominium Unit has been sold, transferred or otherwise conveyed to a new Owner.

(d) Reserves. The Board shall establish and maintain both an adequate operating reserve and an adequate reserve for contingencies and replacements of the Common and Limited Common Area, which shall be funded by regular monthly payments, as provided hereinabove. At the end of each fiscal year, all funds accumulated for such year for reserves for

contingencies and replacement of Common and Limited Common Area shall be placed in a separate bank account segregated from the general operating funds, and used only for such purposes. If for any reason, including non-payment of any Owner's assessment, the reserves are inadequate, the Board may at any time levy a further assessment, which shall be assessed against the Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on all Owners by the statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due no more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of each assessment.

(e) Initial Assessment. When the first Board takes office, it shall determine the budget as defined in this Section for the period commencing upon the recordation of the Declaration at the Registry and ending on the last day of the fiscal year in which their election occurs. Assessments shall be made against the Owners during said period as provided in subsection (c) of this Section. The Board may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium Unit from the Declarant.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the monthly payment which is due under the new annual or adjusted budget.

(g) Initial Working Capital Fund. A working capital fund shall be established for the initial months' of the Condominium equal to at least a two months estimated Common Expense charge for each Unit created in the Condominium registration. Each Unit's share shall be collected at the close of the sale of such Unit and shall be maintained in a segregated account by the Association for the use and benefit of the Association. Amounts paid in to this fund shall not be considered as advance payments of regular assessments. This fund shall be used to meet unforeseen expenditures or to purchase any additional equipment or services but may not be used by the Declarant to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits prior to the Transition Date. When unsold Units are sold, the Declarant may reimburse itself at the closing of such Unit for funds it previously paid into the fund for such Unit's share of the fund.

2. **Payment of Common Expenses.** All Owners shall be obligated to pay the Common Expenses assessed by the Board pursuant to the provisions of Section 1 of this Article V. and The Neighborhoods Assessments. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common or Limited Common Area or by abandonment of his Unit. No Owner shall be liable for

the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or other acquiring Owner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefore; subject, however, to the provisions of Section 3 of this Article V relative to recordable statements of unpaid assessments and subject to the provisions of Section 7.2(b) of the Declaration relative to certain first mortgagees.

3. **Recordable Statement of Unpaid Assessments.** Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to furnish in the manner in which notices are provided pursuant to Section 1 of Article XI or make available such a statement within seven (7) days from receipt of such request by the Board or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee not exceeding the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such a statement.

4. **Collection of Assessments.** The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than sixty (60) days from the due date for payment thereof.

5. **Uncollectible Assessments.** Any assessments which are not collectible due to waiver or limitation imposed by the provisions of Section 3 above or due to the provisions of Paragraph 6(b) of the Declaration relative to certain first mortgages shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective Percentage interests as defined in the Declaration.

6. **Maintenance and Repair.**

(a) By the Board of Directors. The Board shall be responsible for the maintenance obligations specified in Section 3.8 of the Declaration.

(b) By the Owner. Each Owner shall be responsible for the maintenance obligations as specified in Section 3.8 of the Declaration

(c) **Manner of Repair and Replacement.** All maintenance, repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the Board.

7. **Additions, Alterations or Improvements by Board of Directors.** Whenever in

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the judgment of the Board of Directors the Common or Limited Common Areas shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Owners, the Board shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Ten Thousand Dollars (\$10,000.00) or less during any period of twelve (12) consecutive months may be made by the Board without approval of the Owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board.

8. **Additions, Alterations or Improvements by Owners.** No Owner shall make any structural addition, alteration or improvement in or to his Unit or Limited Common Area appurtenant to his Unit except in compliance with Section 3.11 of the Declaration. The Board shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within that stipulated time shall constitute a consent by the Board to the proposed addition, alteration, improvement or change. Any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit or Limited Common Area requires execution by the Association, and provided consent has been given by the Board, then the application shall be executed on behalf of the Association by the Board only, without, however, incurring any liability on the part of the Board, or any of them to anyone on account of such addition, alteration, or improvement without the prior written consent thereto of the Board of Directors.

9. **Restriction on Use of Units.** To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted, and the Board is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.

All Owners and their families, tenants, guests, invitees and licensees are bound by the following:

(a) No decorations, awnings, sun shades or covers, air conditioning equipment, fans, advertisements, signs or posters of any kind shall be affixed to the exterior of a building or otherwise placed, posted in or on the Property so as to be visible from the outside of a Unit except as authorized by the Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling or renting the Units.

(b) No clothing, laundry, rugs or other objects shall be hung from any window or exterior portion of a Unit or otherwise left or placed in such way as to be exposed to public

view. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view.

(c) Two common household pets (which includes dogs, cats or birds provided however that snakes, reptiles or iguanas and the like are expressly not permitted) per Unit may be kept or maintained by a Unit Owner with the consent of the Board. No other animals shall be kept or maintained in a Unit or on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Dogs shall not be permitted outside of Units unless they are on a leash accompanied by an adult person. The person controlling such pet shall be responsible for cleaning all droppings of such pet. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Common Area resulting from the maintenance of said pet, and any costs incurred by the Association harmless against such loss or liability resulting from said pet.

(d) No nuisances shall be allowed within a Unit nor shall any use or practice be allowed which is an unreasonable source of annoyance or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Without limiting the foregoing, no Owner, tenant, occupant or their guests shall play music or otherwise create noise in the Unit, Common Areas or Limited Common Area, which disturbs any other Owner, tenant or occupant.

(e) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, or the installation of any television antenna, satellite dish, air conditioning unit or other machine or equipment, which protrudes through the perimeter walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board. No electrical devices for the control of insects or other pests may be installed or used in or about the Unit.

(f) Nothing shall be done in any Unit or in, on, or to the Common or Limited Common Area which may impair the structural integrity of the Unit or of the Property, or which would structurally change a Unit or building or improvements on the Property except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Area, except upon the written consent of the Board.

(g) Unless authorized by the Board, no Owner, tenant or guest shall direct or engage any employee of the Condominium on any private business, nor shall he direct, supervise or in any manner attempt to assert control over any such employee.

(h) No activity shall be done or maintained in any Unit or upon any Common or Limited Common Area which will increase the rate of insurance on any Unit or the Common or Limited Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board. No waste shall be committed in the Common or Limited Common Area.

(i) In the use of the Units and the Common and Limited Common Areas of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common and Limited Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(j) Owners shall not be entitled to maintain any vehicles within the Condominium except as provided herein. Owners may maintain no more than two (2) non-commercial registered vehicles, including automobiles and pickup trucks (not to exceed 3/4 tons), only within the paved driveway and garage situated within such Owner's Unit boundaries or Limited Common Area immediately adjacent to their garage. The Owners may not park any vehicle within guest parking areas, turnarounds or in any Common Areas. No service, repairs or other maintenance shall be performed upon any such automobiles or trucks within the Common Area or Limited Common Area. No motorbikes, motorcycles, mini-bikes or snowmobiles shall be operated within the Condominium, except that a motorcycle may be driven directly to an Owner's Unit from off Premises. No motorbikes, mini-bikes, snowmobiles, motorized boats, trailers, campers or all-terrain vehicles shall be parked or allowed to remain within the Condominium except in a garage within the Unit.

(k) Owners shall be entitled to rent or lease their Unit, but only to individuals described in the Declaration. The Board may adopt Rules, subject to Section 2-7-7 of the Declaration and pursuant to Article V Section 11 below, to govern the leasing of Units, including Rules requiring prior approval of prospective tenants by the Board of Directors and deposits to pay the cost of any damage caused to the Condominium. All leases shall be in writing. The Board may require a minimum lease term of up to six (6) months for any Unit. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within 10 days after execution of the lease. The Owner shall make available to the lessee copies of the Condominium Declaration, these By-laws and The Neighborhoods Governing Documents. No operating of a timesharing, fraction-sharing or similar program whereby the rights to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years shall be permitted. No owner shall lease to more than two unrelated persons or to more than one family related by blood.

For the purposes of these Rules, "leasing" shall mean the regular, exclusive occupancy of a Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(l) Without the consent of the Board, no Unit shall be occupied by more than four (4) persons per Unit and not more than two (2) persons per Unit not related by blood or marriage .

All authorizations required by the Board and by this Section 9 shall be in writing signed by the Board and shall be upon such terms, conditions and limitations, as the Board deems advisable.

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10. **Right of Access.** A right of access shall exist to each Unit in favor of the Board or the Manager, or any other person authorized by the Board for the purpose of making inspections or the purpose of correcting any condition originating in his Unit and threatening another Unit or Common or Limited Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or utility services or other Common or Limited Common Area, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

11. **Rules and Regulations.** The Rules concerning the operation and use of the Common Area and the security of the Condominium and the Unit Owners, may be promulgated and amended by the Board, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules shall be furnished by the Board to each Owner prior to the time when the same shall become effective. A vote of the majority of Owners present in person or by proxy at a meeting of the Association may overrule and declare void any Rule adopted by the Board; provided that notice of the proposal to overrule shall be included in the notice of such meeting.

ARTICLE VI INSURANCE

1. **Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Board shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of any Common Area and structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium and all Owners and other persons entitled to occupy any portion of the Condominium (nothing herein shall be deemed require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage); and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible.

(a) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than \$1,000,000 for bodily injury and property damage per occurrence, insuring that the Association and all individuals referred to in Section 1 above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured there under against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area, if any, to which a Unit Owner has exclusive use.

(b) Worker's compensation insurance as required by law

(c) Such other insurance as the Board may determine desirable.

2. **General Insurance Provisions.**

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(a) The Board shall deal with the insurer or insurance agent to adjust all claims covered by insurance policies provided for under Section 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 1(a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board shall be required to make every effort to see that all policies of property damage insurance provided for under Section 1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has no control; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the Insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Insured or Owners collectively have "no control"; (iv) shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized or substantially modified without at least thirty (30) days, written notice to all of the insured's thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

3. **Individual Policies.** Each Owner shall obtain at his own expense fire insurance with standard extended coverage endorsement, vandalism, malicious mischief endorsements insuring such Owner's Unit including, without limitation, all interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, such insurance is to be in an amount at least equal to the replacement value of the Unit and to be payable to the Owner and its mortgagees as their respective interests may appear.

4. **Notice to Unit Owners.** Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice thereof and of any subsequent changes therein or in such initial policies, or of termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary or Manager.

ARTICLE VII REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. **When Repair and Reconstruction are Required.** Subject to the provisions of Section 3.6 and Sections 5.1 and 5.2 of the Declaration, in the event of damage to or destruction of all or part of any Common Area in the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Common Area

2. **Procedure for Reconstruction and Repair.**

(a) Immediately after a fire or other casualty causing damage to the Common Area, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary. The Board shall contract for such repair and restoration and in so doing shall exercise its sole discretion in selecting from among said estimates.

(b) If the proceeds of insurance, paid to the Board as trustee for the Owners and their mortgagees pursuant to Sections 1 and 3 of Article VI hereof, are not sufficient to defray the said estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments in sufficient additional amounts to provide payment of such costs shall be made against the Owners in proportion to their respective Percentage Interest. If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of these Bylaws.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. **Disbursements of Construction Funds.**

(a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty [or borrowed by the Board of provided in Section 2(b) (1) above] shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board.

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(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the Common Area improvements as are designated by the Board.

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall first be applied to any borrowing pursuant to Section 2(b) (1) above, and the remainder, if any, shall be distributed to the Owners in accordance with their respective Percentage Interests.

4. **Procedure for Reconstruction and Repair of Units.** In the event of damage or deterioration to any portion of a Unit other than to Common Area, the Unit Owner shall, within a reasonable period of time following such damage or deterioration not to exceed one hundred and twenty (120) days, commence the repair, replacement or restoration of such damage or deterioration and diligently pursue the completion of such repair, replacement or restoration. In the event the Unit Owner fails, for any reason or for no reason, to timely commence and diligently pursue the completion of such repair, replacement or restoration, the Association shall provide such Unit Owner and any Permitted Mortgagee with respect to such Unit, a written notice that the Association intends to either repair, replace or restore the damaged improvements within the Unit or demolish and remove from the Condominium such damaged improvements within such Unit, and that all costs and expenses incurred by the Association in undertaking such action shall be a Special Assessment against such Unit. Such notice shall set a date, not earlier than thirty (30) days after the date of such notice following which, if the Unit Owner or Permitted Mortgagee shall not have commenced such repair, replacement or restoration, the Association shall undertake the repair, replacement, restoration, demolition and/or removal as the Association deems appropriate in accordance with this Section 3.9. Under no circumstances shall the Association or its officers, employees, or agents be liable for any damage, cost, expense or loss incurred by such Unit Owner or a Permitted Mortgagee resulting from the Association's good faith exercise of its authority hereunder.

All repair, replacement or restoration of the Dwelling within the Unit shall be with materials and in a fashion similar to those originally used or installed in construction of the original building.

ARTICLE VIII SALES, LEASES, AND ALIENATION OF UNITS

1. **No Severance of Ownership.** No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Unit without including therein the Percentage Interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect such title or one or more of such interests, without including all such title or interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these By-Laws or the Condominium Act, the Percentage

Interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, and the granting of easements and dedication of certain Common Area as described in the Declaration or these Bylaws shall not be deemed a transfer within the meaning of this section.

All leases or rental agreements for any Unit shall be in writing and shall specify that such agreement and the parties' use of the Unit thereunder shall be subject to the Condominium Instruments.

2. **Payment of Assessments.** No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he or his personal representative shall have paid in full to the Board of Directors all unpaid Common Expense theretofore assessed by the Board of Directors with respect to his Unit, and shall have satisfied all unpaid liens with respect to his Unit, except liens of mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage, or deed in lieu of such foreclosure. In the event that the Unit is subject to outstanding assessments previously levied against such Unit, and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Section 3 of Article V, the statement shall expressly state any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Unit, in any case where such waiver, failure or refusal may exist. Failure or refusal to furnish such a statement as provided in said Section 3 shall not only constitute a waiver of such assessment but also make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement given by the Board shall be binding on the Association, the Board and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Act may be required as a prerequisite to the issuance of such statement.

3. **Resale by Unit Owner.** Pursuant to RSA 356-B:58, in the event of a resale of a condominium unit or any interest therein, the unit owner shall have the right to obtain from the Association, prior to the contract date of the disposition and within ten days of the receipt of such written request, the following:

(a) Appropriate statements pursuant to RSA 356-B:46 regarding any lien for assessments currently levied against the unit, and if applicable a statement certifying a waiver of, or refusal or failure to exercise, any rights of first refusal or restraints on free alienability of the condominium unit, if applicable, pursuant to RSA 356-B:47;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding two fiscal years;

(c) A statement of 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 unit owners' 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 unit owners' association is a party defendant;

(f) A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner' and

(g) A statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments;

(h) A copy of the condominium declaration, by-laws, and any formal rules of the association; and

(i) A statement of the amount of monthly and annual fees, and any special assessments made within the last three years.

ARTICLE IX AMENDMENT TO BYLAWS

1. **Amendments.** Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended by the procedure set forth in Article 9 of the Declaration; provided, however, that (a) Section 4 of Article II, and Section 3 of Article III, hereof, insofar as they relate to the selection of members of the Board of Directors by the Declarant; (b) Section 2 of Article II, hereof, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto; and (c) this Section I of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the Bylaws or Rules may be adopted which would interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

ARTICLE X MORTGAGES

1. **Notice of Default.** The Board shall waive written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days, written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding provided the Board has been given notice of such mortgage in the manner set forth below.

2. When an Owner delivers a Mortgage on the Owner's Unit to a mortgagee, the Owner shall provide the Board of Directors with the name and address of said mortgagee and any available recording information.

ARTICLE XI NOTICE

1. **Manner of Notice.** Except as otherwise provided in the Declaration and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or (ii) if to the Association, the Board or the Manager, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII COMPLIANCE AND DEFAULT

1. **Relief.** Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws and the Rules and any amendments of the same. A default by an Owner shall entitle the Association acting through the Board of Directors or the Manager, to the following relief:

(a) **Legal Proceedings.** Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules, shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the Manager, or, if appropriate, by an aggrieved Owner.

(b) **Additional Liability.** Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys, fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Association, the Board, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board, or any Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(e) Interest. In the event of a default by any Owner which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owner of \$20, or six cents per dollar on any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Board. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board or the Manager the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board or Manager shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total annual assessment of each Owner for the Common Expense or any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act (including without limitation the priority provisions set forth in Section 46 thereof) which lien shall be effective when perfected in accordance with said Condominium Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining unpaid installments of

such assessment may be accelerated, at the option of the Board, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or Manager. The Association, in order to perfect such lien shall file before the expiration of six (6) months from the time that the delinquent assessment (or installments, where such assessment is payable in installments) became due and payable, a memorandum in the Registry in form and manner prescribed in said Condominium Act.

(c) The lien for assessments shall include interest, late charge costs and attorneys, fees as provided in Section 1 of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board, acting on behalf of the Association. During the pendency of such proceedings or suit, the Owner shall be required to pay reasonable rental for the Unit for any period prior to the sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

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

2. **Severability.** If any provisions of these Bylaws or Rules or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws and Rules, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. **Waiver.** No provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon the notice to be given within the specified period), irrespective of the number of violations or breaches which may occur.

4. **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

5. **Gender, Etc..** Whenever in these Bylaws the context so requires, the singular number shall include the plural and the reverse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant has caused these Bylaws to be executed this 23rd day of August, 2007.

Woodland Pond, L.P.

By, Abbott Woodland Pond, LLC its General Partner

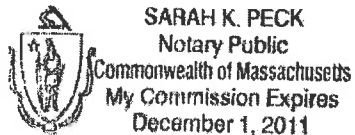
By: *Gerard Savard*
Name: GERARD SAVARD
Duly Authorized

Gerard Savard

STATE OF Massachusetts
COUNTY OF Suffolk

On this the 23 day of August, 2007, before me, personally appeared Gerard Savard, the Manager Abbott Woodland Pond, LLC, the General Partner of Woodland Pond, L.P.
Before me,

Sarah B. Peck
Justice of the Peace / Notary Public
Name: Sarah K. Peck
My Commission Expires: December 1, 2011



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