

EXHIBIT C

COMMENTS FROM DURHAM TOWN PLANNER

**BY-LAWS
FOR
THE CROSSINGS CONDOMINIUM
DURHAM, NEW HAMPSHIRE**

TABLE OF CONTENTS

<u>Recitals</u>	PAGE NO.
Article 1. Introductory Provisions	
Section 1. Definitions	3
Section 2. Conflicts	3
Article 2. Association of Unit Owners	
Section 1. Membership	3
Section 2. Voting	4
Section 3. Proxies	4
Section 4. Quorum	4
Section 5. Majority Vote and Tie Breaking	5
Section 6. Cumulative Voting	5
Section 7. Place of Meetings	5
Section 8. Annual Meetings	5
Section 9. Regular Meetings	5
Section 10. Special Meetings	5
Section 11. Notice of Meetings and Other Notices	6
Section 12. Adjournment of Meetings	6
Section 13. Order of Business	6
Section 14. Conduct of Meetings	7
Article 3. Board of Directors	
Section 1. Number and Qualifications	7
Section 2. Compensation	7
Section 3. Powers and Duties	7
Section 4. Managing Agent	9
Section 5. Election and Term of Office	10
Section 6. Removal	10
Section 7. Vacancies	10

July 22, 2021

Section 8. Organization Meetings	10
Section 9. Regular Meetings	10
Section 10. Special Meetings	10
Section 11. Conduct of Board Meetings	10
Section 12. Waiver of Notice	11
Section 13. Quorum of the Board	11
Section 14. Fidelity Bonds	11
Section 15. Liability and Indemnity of Board of Directors and Officers	11
Article 4. Officers	
Section 1. Designation	12
Section 2. Election and Removal	12
Section 3. Powers	12
Section 4. Execution of Instruments and Recording of Amendments to By-Laws	12
Section 5. Compensation	13
Article 5. Interim Management by Developer	13
Article 6. Common Expenses	
Section 1. Common Expenses	13
Section 2. Capital Improvements	14
Section 3. Reserves	14
Section 4. Books and Disclosure of Financial Information	14
Section 5. Enforcement	15
Section 6. Assessments	16
Section 7. Statement of Expenses	16
Article 7. Owner's Obligation to Repair	16
Article 8. General Provisions	
Section 1. Abatement of Violations	17
Section 2. Waiver	17
Section 3. Notices	17
Section 4. Amendments	17
Section 5. Notices to Prospective Purchasers of Units	17
Article 9. American Flag	18

July 22, 2021

THE CROSSINGS CONDOMINIUM BY-LAWS

CONDOMINIUM BY-LAWS dated this ____ day of _____, 2021, is executed by MICHAEL J. MULHERN AND MARTHA A. MULHERN, husband and wife, with an address of 91 Bagdad Road, Durham, New Hampshire 03824, (herein called, together with his successors in interest as developer of the condominium, the “Developer”), who is the “Declarant” under the Condominium Declaration of even dated herewith and to be recorded simultaneously herewith in the Rockingham County Registry of Deeds (the “Declaration”). These By-Laws are adopted pursuant to the New Hampshire Revised Statutes Annotated Chapter 356-B (the “Act”), and these By-Laws shall apply to The Crossings Condominium, as described and created by the Declaration, and to all present and future owners, tenants, and occupants of any Units in the condominium and to all other persons who shall at any time use the condominium or any portion thereof. The mere acquisition or rental of any Unit or the mere act of occupancy of any Unit will signify that these By-Laws are accepted, ratified, and will be complied with. These By-Laws shall run with the land and with each Unit comprising the condominium and shall be binding thereon.

ARTICLE 1. INTRODUCTORY PROVISIONS

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

Section 2. Conflicts. These By-Laws are intending to comply with the requirements of the Act. In the event that these By-Laws conflict with the provisions of the Act, as amended from time to time or any successor statute, the Act shall control.

ARTICLE 2. ASSOCIATION OF UNIT OWNERS

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

July 22, 2021

designated by the Association. The Association may be incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of said corporation.

Section 2. Voting. Each Unit Owner whose Condominium fees are current shall be entitled to one vote. Votes may be cast in person or by proxy by the respective Owners. If any vote is to be cast by an executor, administrator, guardian, or trustee for an Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record owner of the Unit or is otherwise duly authorized. If a Unit Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the vote being cast) by the other or others, and in the case of such protest each co-owner shall be entitled to only a share of such vote in proportion to his or her share of ownership in such Unit. If a Unit Owner is a corporation or other entity other than a natural person, the vote for that Unit may be made by any natural person having authority to execute deeds on behalf of the Unit Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast. The Association may vote without a meeting, provided that the procedures provided in the Act, Section 39-a are followed. Approval by ballot pursuant to this section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

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

- A. It must be dated, and it must list the name of the person who will be casting the proxy vote;
- B. The signature of the person granting the proxy must be acknowledged before a Notary Public or Justice of the Peace;
- C. It will terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy;
- D. It will not be revocable except by actual notice by the unit owner of revocation to the person presiding over the meeting; and
- E. Proxy forms shall be distributed with the notice of the meeting, and each form shall have a control number correlating to the unit owner.

Section 4. Quorum. The presence in person or by proxy (at the commencement of any meeting of the Association) of Owners of seven (7) Units shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include units the title to which is held by the Association. If there is no quorum at the annual meeting, the Board of Directors shall reschedule the annual meeting within 60 days and provide proper notice and proxies.

July 22, 2021

Section 5. Majority Vote and Tie Breaking. The vote of a majority of Units at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws, or by law. In the event of a tie vote, the Unit Owners shall agree on a neutral party, skilled in the subject area of the dispute, to make a decision for the condominium, such as a plumber, insurance agent, roofer, or attorney, as the case may be. In the event that the Unit Owners cannot agree on the identity of such a person, each shall choose a person skilled in the subject matter of the dispute, which persons shall choose a neutral third person, whose decision shall be binding on the condominium. In the alternative, by mutual agreement, the Unit Owners may refer the matter to the Board of Directors. If more than 50% of the votes are acquired by a single person after developer control is terminated, a 2/3 majority shall be required to change By-Laws, budgets, and any contracted property management.

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

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

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

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

Section 10. Special Meetings. Special meetings of the Association may be held at any time upon the call of the Board of Directors, or upon written request of the Unit Owners of not less than 33% of the units (excluding units owned by the Association) presented to the Secretary. If the Board of Directors does not notify Unit Owners of a special meeting within 30 days of such written request, the requesting Unit Owners may directly notify all Unit Owners of a special meeting. Only matters described in the meeting notice may be considered at a special meeting.

July 22, 2021

Section 11. Notice of Meetings and Other Notices. The Secretary or other duly authorized officer of the Association (hereinafter, "Officer") will provide written notice of the time, place, and agenda of all meetings of the Association, by hand delivery, United States mail, or electronic mail to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated in writing to the Officer. If no such designations are made, the notice will be provided to the mailing address. The Officer shall prepare an affidavit to include a list of addresses of all unit owners currently on file with the association and an attestation that notice of the association meeting was provided to all unit owners on the list in accordance with the Act, Section 37-a. A copy of the affidavit shall be available at the noticed meeting for inspection by Unit Owners for at least three (3) years after the date of the subject meeting and shall be retained with the minutes of that meeting. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed or hand delivered at least twenty-one (21) days prior to the meeting. In the case of any special meeting, said notice shall be mailed or hand delivered not less than seven (7) days prior to the meeting. Upon notice being given in accordance with the provisions hereof, the failure of any Unit Owner to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereof. Any Unit Owner may waive any notice as to him or her in writing.

Section 12. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum has not attended, the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, except in the case of the annual meeting in which case the meeting shall be rescheduled within sixty (60) days and notice shall be given in accordance with Article II, Section 11 of these Bylaws.

Section 13. Order of Business. The order of business at all meetings of the Association shall be as follows:

- A. Roll call;
- B. Notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Reports of Board of Directors;
- F. Reports of committees;
- G. Election of members of Board of Directors/Officers (when so required);
- H. Unfinished business;

July 22, 2021

I. Commentary by Unit Owners on any matters affecting the Association. The President may determine how best to provide reasonable opportunity for such commentary while still ensuring that adequate time exists to address such Agenda items;

J. New business.

Section 14. Conduct of Meetings.

a) The meetings may be conducted in the manner decided by the President and do not need to be conducted pursuant to the most recent edition of Roberts Rules of Order Newly Revised.

b) The meetings may be conducted in person, by telephone, or by video or other conferencing process, provided that such meetings comply with the provisions of the Act, Section 37-c as amended from time to time.

ARTICLE 3. BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the condominium will be governed by a Board of Directors and the Board shall have all powers delegated to it by these Bylaws and the Association. The Board of Directors shall consist of three (3) members, each of whom shall be an Owner or Co-Owner of a Unit, however all three Board members must own different Units from each other. All of the Board of Directors shall act in a fiduciary capacity to the Association.

Section 2. Compensation. The Board of Directors shall not receive any salary or compensation from the association for the performance of duties as a board member and shall not in any other way benefit financially from service to the Association. The Directors may however be entitled to reimbursement for reasonable personal expenses incurred in pursuance of the Association's business, subject to any budget requirements or other conditions or limitations imposed by the Board of Directors or the Association.

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

A. Operation, care, upkeep and maintenance of the common areas;

B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;

C. To make or cause to be made additional improvements on and as part of the common areas (subject to Article VI, Section 2 below);

July 22, 2021

D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;

E. To grant rights of use through the common areas and to accept similar rights benefiting the condominium or any portion thereof;

F. (a) The assessment and collection of the common expenses from the Unit Owners. The assessment shall be made following the annual adoption of a budget by the Board of Directors and the consideration and ratification of same by the Unit Owners in accordance with the Act, Section 40-c, as it may be amended from time to time. Special assessments may also be made provided that they are made in accordance with the provisions of the Act, Section 40-c, as it may be amended from time to time.

F. (b) The enforcement of liens to secure unpaid assessments, pursuant to the Act, Section 46, as amended from time to time, or any successor statute;

F. (c) The Board of Directors shall present financial information on a profit and loss statement (the "Statement") to the Unit Owners 30 days prior to the annual meeting of the Association; The Statement shall specify all revenues received in the budget year less future revenue liabilities, and all expenses by general type; When the annual meeting is held before the end of the fiscal year, year-to-date spending shall be provided in each category, and a final year-end accounting shall be sent to each Unit Owner within 90 days of the close of the fiscal year;

F. (d) The Board of Directors shall make copies of the minutes of all meetings available to the Unit Owners within sixty (60) days of the meeting or fifteen days of the date such minutes are approved by the Board, whichever occurs first; The association may opt to provide the minutes electronically or publish them on the association website, in which case the Unit Owners shall be informed of the website address;

G. The enforcement of liens to secure unpaid assessments, pursuant to the Act, Section 46, as amended from time to time, or any successor statute;

H. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, including, but not limited to, practices for acceptable landscaping and other improvements in the common areas or any portion thereof;

I. The general regulations of use and operations of parking areas;

J. Establishing procedures for, and establishing a schedule of fines and penalties associated with, the enforcement of the Declaration, By-Laws, or any rules and regulations adopted by the Board of Directors;

July 22, 2021

- K. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;
- L. Obtaining and administering insurance for the condominium as set forth in the Declaration;
- M. Repairing, restoring, and replacing common areas and/or the structure after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;
- N. Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws;
- O. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;
- P. Act on behalf of the Unit Owners in the event of proceedings against the common area in a condominium;
- Q. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens); and
- R. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

Section 4. Managing Agent. The Board of Directors may, in its discretion, employ, as a common expense of the condominium, a managing agent to assist it in managing the affairs of the condominium. The Board may delegate to said agent the authority to perform any of the functions or exercise any of the powers set forth in subparagraphs A. through R. in the preceding Section 3. The Association or the Board, in its discretion, may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law. If such delegation has been made to a managing agent, the managing agent shall disclose any referral fees received from contract work performed on behalf of the Association to the board of directors prior to the next regularly scheduled board meeting, unless the terms of such fees are disclosed in the managing agent's contract with the Association, in which case such disclosure shall not be required. The managing agent also shall disclose to the board of directors the amount and purpose of any fees, other than maintenance fees, received from a unit owner, unless the terms of any such fees are disclosed in the managing agent's contract with the unit owners' association, in which case such disclosure is not required. Any contractor licensed by the

July 22, 2021

state of New Hampshire who performs work for a unit owner shall disclose on the bill any referral fee paid by the contractor.

Section 5. Election and Term of Office. Each Director will be elected at an annual meeting for a term which will end on the next following annual meeting of the Association at which Directors are elected. The Board of Directors shall not elect Directors, unless to fill a vacancy in compliance with Section 7, below.

Section 6. Removal. At any regular or special meeting of the Association, any one or more of the members of the Board of Directors may be removed with or without cause by the Association and a successor may then or thereafter be elected for the remainder of the term to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Unit Owners may not consider whether to remove a Director at such meeting unless the topic of removal is included in the notice of the meeting.

Section 7. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member by vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Board (even though the members present at the Board meeting may constitute less than a quorum) and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose vacancy he/she filled. Death, incapacity, or resignation by any Director or his/her ceasing to be an Owner or Co-Owner of a Unit shall cause his/her office to become vacant.

Section 8. Organization Meetings. The first meeting of the Board of Directors shall be held within ten (10) days after the Annual meeting of the Association, at a convenient time and place, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing that a majority of the whole Board shall be present thereat.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at any such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held quarterly during each calendar year. Unit Owners shall have a reasonable opportunity to comment at regular meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days written notice by mail or seven (7) days' notice given personally or by telephone to each member, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board will be called in such manner and such notice on written request of at least two Directors.

Section 11. Conduct of Board Meetings.

A. All Board meetings, except for executive sessions, shall be open to attendance by Unit Owners.

July 22, 2021

B. The Board may meet in executive session where the meeting is not open to Unit Owners. However, such meeting must be recorded, and the recordings must be made available to Unit Owners for up to thirty (30) days upon request.

C. Notice of all Board meetings must be given to Board members and Unit Owners except if the meeting is called for an emergency or the meeting is referenced in a schedule given to the Unit Owners.

D. Such notice shall be provided ten (10) days prior to the meeting and shall reference the date, time, place, and agenda. Materials for such meetings shall be made reasonably available to the Unit Owners.

Section 12. Waiver of Notice. Any Director may at any time waive notice of any meetings of the Board of Directors. Attendance by a Director at any Board meeting shall constitute a waiver of notice by him/her 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.

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

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

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

July 22, 2021

Directors and each Director and Officer may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators, and assigns of each such Director and Officer.

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

ARTICLE 4. OFFICERS

Section 1. Designation. The principal Officers of the Association will be at a minimum a President, Treasurer and Secretary, who shall be appointed by the Board of Directors and also shall not be Owners of the same Units. The term of the Officers shall be three (3) years. The Association may appoint any other Officer or Officers which in its judgment shall deem necessary or desirable who shall be Unit Owners. Members of the Board of Directors may serve as Officers of the Association.

Section 2. Election and Removal. Each Officer will be appointed by the Board of Directors. Officers shall only consist of Owners or Spouses of Owners, or, where an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Owner. Each Officer will be appointed at an annual meeting, will serve at the pleasure of the Board of Directors, and may be removed at any time by the Board of Directors, with or without cause. Any removal proceedings shall be done in accordance with the provisions of the Act, Section 40-b. An Officer is no longer an Officer once the person or the entity the person represents sells or disposes of his or its interest in a Unit. The Board of Directors at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Section 3. Powers. The President shall serve as the chief executive Officer of the Association and shall preside at all meetings of the Association. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities. The Treasurer shall keep the minutes of the Association. The President or Treasurer shall give all notices of all meetings as provided by these By-Laws. The Secretary shall prepare minutes of all regular and special Association meetings and all Board of Directors meetings and shall assist the Board of Directors in making minutes available to Unit Owners in according with RSA 356-B:37(VI) as it may be amended from time to time. Notwithstanding the foregoing, the Association may, in its discretion, delegate powers to, or limit the powers of, any of the Officers.

Section 4. Execution of Instruments and Recording of Amendments to By-Laws. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such officers as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such applicable resolution, by the

July 22, 2021

President or Vice President and by the Treasurer or Secretary. Also, all amendments to the Declaration or By-Laws shall be recorded by the officer designated to do so by general or special resolution of the Board of Directors. In the absence of any such resolution, amendments shall be recorded by the President or Vice President.

Section 5. Compensation. The Officers shall not directly receive any salary or compensation from the association for the performance of duties as an officer and shall not, in any other way, benefit financially from service to the Association.

ARTICLE 5. INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant will exercise all powers and responsibilities assigned by these By-Laws, the Declaration, and the Act to the Association of Unit Owners, the Board of Directors, and Officers until such time as the Declarant turns over said powers and responsibilities to the Unit Owners and the Association of Unit Owners has elected a Board of Directors. Said transfer of said powers and responsibilities shall, in no event, occur later than the first to occur of (a) the time at which the declarant has completed the passing of title to third party purchasers of Units to which are assigned a total of 75% of the undivided interest in the common areas, or (b) the expiration of two (2) years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, the Board of Directors, or the Unit Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of Unit Owners of a majority of the Units in the Association of Unit Owners. Upon the occurrence of either event, said transfer of powers or responsibilities shall happen immediately without any further action or notice required.

ARTICLE 6. COMMON EXPENSES

Section 1. Common Expenses. The Owner of each Unit, except the Unit which is located on the Withdrawable Land, *specify which unit this is* shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest (i.e. the undivided interest in the common areas as set forth in Exhibit "B" to the Declaration). The owner of each Unit shall be responsible for the payment of any utility expenses associated with the Unit including, but not limited to, electricity, gas, heat and hot water. Utility expenses incurred, if any, inclusive of repairs to Common Area portions of utilities, in connection with utilities provided for the common area shall be deemed a common expense. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Condominium, including without limitation: all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner); assessments; insurance; liability for loss or damage arising out of or in connection with the Common Areas or any fire, accident or nuisance thereon; the cost of repair, reinstatement, rebuilding and replacement of Common Area or facilities in the Common Areas; yard, maintenance, trash disposal and similar services as appropriate; wages; accounting and legal fees, management fees and all other

July 22, 2021

necessary expenses of upkeep, maintenance, management and operation incurred on or for the Common Areas as appropriate or for the Association; and the cost of all water and utility services to the Common Areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association. Common Expenses shall not include, and a Unit Owner shall be liable and responsible for, charges, costs, and expenses, incurred by or on behalf of the Association in connection with the repair, reinstatement, rebuilding, or replacement of Common Area or facilities in the Common Areas necessitated by the negligence or willful misconduct of any Unit Owner, or any guest, resident, agent, or contractor of a Unit. **Will need to include clear, strong language emphasizing that all of the roads are private and are maintained entirely by the HOA in perpetuity. To be inserted in appropriate places in the documents**

Section 2. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, alteration of existing facilities not shown in the condominium plans, any such additions, alterations or new construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses. **Note that certain improvements and construction may require approval by the Town of Durham. Check with the Town for clarification.**

Section 3. Reserves. The Association shall assess, as a common expense, an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations, maintenance, or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion. **Note that certain elements of the private infrastructure owned by the HOA will likely require a substantial expenditure in the future when the infrastructure requires significant rehabilitation or replacement. This applies in particular to the two road crossings of the wetlands/streams on the westerly side of the development. Sufficient funds should be invested into the reserves every year in anticipation of such needed future rehabilitation or replacement. It is understood that the Town of Durham is not responsible for maintainance and rehabilitation of the private infrastructure and will not contribute to such maintenance and rehabilitation.**

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned

July 22, 2021

separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

Note that we will need to see a detailed presentation of the proposed expenses and revenues for the association, including monthly assessments for each unit, both on an annual basis and for future improvements (such as the two wetland/stream crossings). How such a presentation might be incorporated into an approval remains to be determined. The board must have assurances that the association will be able to maintain the private infrastructure over the long term.

Here are comments from James Bubar, Planning Board member:

Additionally, I would like to see a detailed list of the components of the reserve fund

- 1. What items (structures, devices, utility installations, infrastructure components, etc.) will be included**
- 2. What service lives are assigned for each item**
- 3. What the present value is on day one**
- 4. What inflation rate or index will be used to determine future estimated prices**
- 5. What discount rate will be used to help grow the reserve fund**

Section 4. Books and Disclosure of Financial Information.

A. The Board of Directors will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Unit Owner or his/her authorized representative at reasonable business hours.

B. In addition to financial information and meeting minutes, Unit Owners have access to additional information related to finances as further described under the Act, Section 37-e II., III., and IV.

Section 5. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the Act. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association to enforce such lien in an action at law or equity pursuant to Article VII, Section 1(A).

Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed. If a Unit Owner fails to pay the common expenses assessed to the Unit by the Unit Owners' Association within 60 days of the date it was due, the Association may, as a separate and additional remedy, subject to the existing rights of a holder of a first mortgage of record as provided in this section, collect from any tenant renting the unit any rent then or thereafter due to the owner of such Unit. Association shall apply such rent collected against the amount owed to it by the Unit Owner.

July 22, 2021

Prior to taking any action under this paragraph, the Association shall give to the delinquent Unit Owner written notice of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the Association claims is due and owing by the Unit Owner, and shall indicate the intent of the Association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of such notice shall be provided to any first mortgagee of record on such unit who has previously requested in writing that the Association notify it of any delinquency in the payment of amount due to it by the Unit Owner.

The Unit Owner shall have 30 days from the date of mailing of such notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No Unit Owner shall be entitled to withhold payment of assessments due, offset against the same, or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.

If the Unit Owner fails to timely file a response in compliance with the preceding paragraphs in this section, the Association may notify and direct each tenant renting such Unit from such Owner to pay all or a portion of the rent otherwise due to such owner to the Association, such rent or portion of such rent to be in the amount the Association claimed is due on its notice to the Unit Owner, or the full rent, whichever is less. The Association shall have a continuing right to collect any rent otherwise payable by the tenant to such Unit Owner until such amount, plus any charges thereafter becoming due, are satisfied in full. Nothing in this section shall preclude the Unit Owner from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed. Nothing in this section shall prevent the Association from bringing an action under this chapter or to otherwise establish the amount owed to it by the Unit Owner or otherwise to seek and obtain an order requiring the tenant in such unit, or tenants in other Units owned by the Unit Owner in the condominium, to pay to the association rent otherwise due to the Unit Owner or otherwise limit the Association's rights at common law.

In no event shall a Unit Owner take any retaliatory action against any tenant who pays rent, or any portion of rent, to the Association as provided in this section. Any tenant so paying rent shall not be deemed in default on the rent to the extent of the payment to the Association. Any waiver of the provisions of this section in any lease or rental agreement shall be void and unenforceable as against public policy.

Section 6. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses pursuant to the process outlined in Article III, Section 3 F. of these Bylaws. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a bi-annual basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

July 22, 2021

Section 7. Statement of Expenses. Any Unit Owner or purchaser of a Unit having executed a contract for the sale or purchase of the Unit shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Said request shall be in writing, directed to the President of the Association of Unit Owners. Such statement will be issued within ten (10) business days from the receipt of said request, and failure to do so may result in the lien for unpaid assessments being extinguished under the Act, Section 36 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association of Unit Owners, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

ARTICLE 7. OWNER'S OBLIGATION TO REPAIR

Each Unit Owner shall, at his/her own expense, keep his/her Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior and exterior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, furnace, air conditioning equipment, lighting fixtures, doors, windows, and other property located in his/her Unit. In the event a Unit Owner fails to make such repairs as required in this Article after thirty (30) days' written notice of the need for the same is given to him/her by the Association, the Association may enter and make such repairs, the expense of which shall be borne by said Unit Owner. In the event that a Unit Owner fails to pay the Association for the costs incurred by the Association to repair an Owner's Unit or Limited Common Area, the Association may impose a lien equal to the Association's costs and expenses associated with said repairs and the Association's costs to obtain reimbursement. No Unit Owner shall permit any repair or other work in his/her Unit or Limited Common Area by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Commercial General Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations.

ARTICLE 8. GENERAL PROVISIONS

Section 1. Abatement of Violations. The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration or Bylaws shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

A. To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Association and its agents (including but not limited to the Officers of the Association and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass;

July 22, 2021

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting Unit Owner.

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

Section 3. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Unit Owner, addressed to the Unit Owner's address appearing on the records of the Association. Any notice given or mailed to one Co-Owner shall be presumed to have been properly given to any other Co-Owner, regardless of whether a separate notice was given or sent to said other Co-Owner.

Section 4. Amendment. These By-Laws may be amended at any time upon compliance with the requirements of Article 15 of the Declaration, and any other or further restrictions imposed by the Act, as amended from time to time, or any successor statute.

Section 5. Notices to Prospective Purchasers of Units. In the event of any resale of a unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- A. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;
- B. 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 Association;
- C. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- D. A statement of the status of any pending suits or judgments in which the Association is a defendant;
- E. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;

July 22, 2021

- F. A statement that any improvements or alterations made to the Unit assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

ARTICLE 9. AMERICAN FLAG

Unit Owners shall have the right to display the American flag, including over balconies. However, the Association may adopt rules regarding the size and manner of such display.

Here are comments from James Bubar, Planning Board member:

I am concerned that we will have a fine Stormwater Management System plan for maintenance and optimal performance but there should be a requirement that the Condominium Board Chair submit a formal report to DPW Engineer (April Talon) each time that maintenance is performed and, at a minimum once per year, by March 31 if no maintenance has been conducted in the last 12 months. I am concerned that maintenance will be deferred because of the expense and all the treatment benefits that were used to justify destroying 8,000 sq. ft. of wetland will be rendered ineffective. I would also like to see environmental monitoring required for the first 3 years, at least, to validate the effectiveness of the stormwater management system. The Condominium Board needs to know that if the monitoring or maintenance is not being conducted, the Town will step in and do it and bill the Condominium for it.

July 22, 2021

EXECUTED as of the day and year first above written.

Witness

Michael J. Mulhern

Witness

Martha A. Mulhern

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

This instrument was acknowledged before me on this ____ day of _____, 2021, by Michael J. Mulhern and Martha A. Mulhern.

Notary Public/Justice of the Peace