

**FIRST AMENDMENT AND RESTATEMENT OF (i) DECLARATION OF  
CONDOMINIUM FOR TOWN & CAMPUS SQUARE CONDOMINIUM;  
(ii) BY-LAWS AND (iii) RULES**

First Amendment and Restatement of (i) Declaration of Condominium for Town & Campus Square Condominium, (ii) By-Laws; and (iii) Rules (collectively the “Restatement”) is dated effective December \_\_\_\_\_, 2020 by and among 60 MAIN R.E., LLC, and 56 MAIN STREET, LLC (“Unit 1 Owner”), the owner of Unit 1 in the Condominium by deed recorded in the Strafford County Registry of Deeds at Book 4716, Page 473.

WHEREAS, 60 MAIN R.E., LLC, (the “Declarant”) is the Declarant named in a Declaration of Condominium for the Town & Campus Square Condominium (the “Condominium”) recorded in the Strafford County Registry of Deeds at Book 4715, Page 610-659, and the owner of Units #2, #3, and #4.

WHEREAS, the Declarant and Unit 1 Owner are the owner of all Units of the Condominium;

WHEREAS, the parties wish to amend and restate the Declaration, the By-Laws and the Rules of the Town & Campus Square Condominium to provide for certain changes including the division of Unit 1 into two (2) Units to be known as Unit 1 and Unit 5; and

WHEREAS, pursuant to paragraph 6 of the Declaration and pursuant to RSA 356-B:34 the Declaration may be amended by agreement of owners of units which own seventy-five percent (75%) of the percentage of common interest owned by all Unit Owners; and

WHEREAS, pursuant to ARTICLE 9 of the By-Laws the By-Laws may be amended by agreement of owners of units which own seventy-five percent (75%) of the percentage of common interest owned by all Unit owners.

WHEREAS, the undersigned Unit Owners own all of the Units in the Condominium.

NOW THEREFORE, the undersigned Unit Owners amend and restate the Declaration, the By-Laws, and the Rules as follows:

**RESTATEMENT OF CONDOMINIUM FOR  
TOWN & CAMPUS SQUARE CONDOMINIUM**

THIS DECLARATION is made this \_\_\_\_ day of December 2020 by 60 MAIN R.E., LLC, a New Hampshire limited liability company with a mailing address of 6 Park Avenue, Newburyport, Massachusetts 01950 (hereinafter called the “Declarant”), for the purposes of converting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA 356-B (hereinafter called the “Condominium Act”).

WHEREAS, The Declarant owns a certain tract of land, with existing buildings and improvements constructed thereon, located at 60 Main Street and Jenkins Court, Durham, Strafford County, New Hampshire. Declarant desires to convert the existing building to a condominium form of ownership consisting of five (5) Units known as TOWN & CAMPUS SQUARE CONDOMINIUM (hereinafter called the “Condominium”); and

WHEREAS, the Declarant intends to sell and convey Condominium Units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes and charges which it desires to impose thereon under a general plan of improvements of the Condominium for the benefit of all of said Condominium 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 Condominium 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 Condominium 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 and agreed to be in furtherance of the conversion of said premises into Condominium Units; and said restrictions, covenants, conditions, uses, limitations and obligations are intended to enhance and protect the value and desirability of the Condominium as a whole and to mutually benefit each of the servitudes upon each of said Condominium Units in favor of each and all other Condominium Units therein; to create reciprocal rights and privacy of contract and estate between all persons acquiring or owning an interest in any of said Condominium Units, including the Declarant, and its grantees, successors and assigns, and shall deem to run with the land and be a burden and benefit to all such persons, including Declarant, its grantees, successors and assigns.

1. **DEFINITIONS.** The following capitalized terms as used in this Declaration and in the By-Laws, which are annexed hereto as Exhibit C are defined and shall have meaning as follows:

a. “Articles of Agreement” means the instrument attached hereto as Exhibit B, which instrument provides for the incorporation of the Association.

b. “Assessment” means that portion of the cost of maintaining, repairing and managing the property, which is to be paid by each Unit Owner.

c. “Association” or “Association of Owners” means the Unit Owners acting as a group in accordance with the Condominium Act, the Declaration and the By-Laws.

d. “Board” or “Board of Directors” means the executive and administrative entity designated in this Declaration, the Paragraphs of Agreement or By-Laws of the Association as the governing body of said Association.

e. “Building” means all of the structures currently existing, containing Units located on the property subject to this Condominium.

f. “By-Laws” means the instrument attached hereto as Exhibit C, as amended from time-to-time, which instrument provides for the self-government of the Condominium by the Association.

g. “Common Area” means all that portion of the Condominium, other than the Units, that is more particularly described in Paragraph 2.g. herein. Common Area includes Limited Common Area as described in Paragraph 2.g. herein.

h. “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of 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.

i. “Condominium” means the real property and any interests therein described in Exhibit A hereof.

j. “Condominium Act” means Chapter 356-B of the New Hampshire Revised Statutes, as amended.

k. “Condominium Instruments” means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A – A legal description of the real property subjected to this Declaration. Also included within the scope of Exhibit A are the following plans:

Site Plan entitled “Condominium Site Plan prepared for Town & Campus Square Condominium Tax Map 2, Lots 14-4, 56, 58 & 62 Main Street and 3 & 5 Jenkins Court, Durham, Strafford County, New Hampshire dated 11/17/20 prepared by MJS Engineering, P.C.”, recorded with the Strafford County Registry of Deeds as Plan No. \_\_\_\_\_.

Floor Plan entitled “Condominium Floor Plan prepared for Town & Campus Square Condominium, Tax Map 2, Lots 14-4, 56, 58 & 62 Main Street and 3 & 5 Jenkins Court, Durham, Strafford County, New

Hampshire dated 11/17/20 prepared by MJS Engineering, P.C.”, recorded with the Strafford County Registry of Deeds as Plan No. \_\_\_\_\_.

Elevation Plan entitled “Condominium Elevation Plan prepared for Town & Campus Square Condominium, Tax Map 2, Lots 14-4, 56, 58 & 62 Main Street and 3 & 5 Jenkins Court, Durham, Strafford County, New Hampshire dated 11/17/20 prepared by MJS Engineering, P.C.”, recorded with the Strafford County Registry of Deeds as Plan No. \_\_\_\_\_.

Elevation Plan entitled “Condominium Elevation Plan prepared for Town & Campus Square Condominium, Tax Map 2, Lots 14-4, 56, 58 & 62 Main Street and 3 & 5 Jenkins Court, Durham, Strafford County, New Hampshire dated 11/17/20 prepared by MJS Engineering, P.C.”, recorded with the Strafford County Registry of Deeds as Plan No. 12015.

Collectively, the above Plans are the “Condominium Plans”.

Exhibit B - Articles of Agreement of TOWN & CAMPUS SQUARE CONDOMINIUM ASSOCIATION.

Exhibit C – By-Laws of said Association.

Exhibit D – Condominium Rules.

l. “Condominium Rules” means the Rules provided in Exhibit D and such Regulations as the Association may from time to time adopt relative to the use of the Condominium, or any part hereof.

m. “Condominium Unit” means a Unit together with the undivided interest in the Common Area appertaining to that Unit, and, if applicable, the Unit Enlargement Area appurtenant to that Unit.

n. “Unit Enlargement Area” means the following areas designated on the Condominium Plans:

Unit Enlargement Area 1A is appurtenant to Unit 1.

Unit Enlargement Area 3A appurtenant to Unit 3.

Unit Enlargement Area 4A appurtenant to Unit 4.

o. “Declarant” means 60 MAIN R.E., LLC or its successors or assigns.

p. “Declaration” means this instrument.

q. “Institutional Lender” means one or more commercial or savings banks, savings



and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including any 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.

r. “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.

s. “Manager” means the person, partnership, corporation or other entity who may be designated by the Association to manage the affairs of the Condominium, and to perform various other duties as may be assigned to such person, partnership, corporation or other entity by the Association in accordance with the provisions of the Declaration and the By-Laws.

t. “TOWN & CAMPUS SQUARE CONDOMINIUM” means the premises described in Exhibit A, including land, all buildings and other improvements, and permanent structures now or hereafter erected thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Condominium Act.

u. “TOWN & CAMPUS SQUARE CONDOMINIUM ASSOCIATION” means the nonprofit association of property owners at TOWN & CAMPUS SQUARE CONDOMINIUM at 60 Main Street and Jenkins Court, Durham, New Hampshire.

v. “Unit” means a portion of the Condominium designated and intended for individual ownership and use.

w. “Unit Owner” means one or more persons or entities who own a Condominium Unit.

## 2. **DESCRIPTION OF THE CONDOMINIUM.**

a. Name. This Condominium shall be known as “TOWN & CAMPUS SQUARE CONDOMINIUM”.

b. Location. The Condominium is located at 60 Main Street and Jenkins Court, Durham, New Hampshire.

c. Description of Land. Exhibit A, attached hereto and incorporated herein, contains a legal description by metes and bounds of the land submitted to the Condominium Act.

d. Description of Units. There is one (1) Building consisting of five (5) Units in the Condominium. Unit #1, Unit #2, Unit #3, Unit #4 and Unit #5 are in the Building. “

e. “Units”. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. The Unit number

of each Unit and a statement of its location, dimensions, and the immediate Common Area to which it has access and all other data necessary for its proper identification are set forth on the recorded Condominium Plans.

f. “Unit Boundaries”. The Unit number and the dimensions of each Unit are shown on the Condominium Plans.

Unit #1 consists of space on the first floor of the Building and the basement located under the first floor as shown on such Condominium Plans. Unit #1 can be enlarged by the construction of Unit Enlargement Area 1A as provided for herein. Unit #1 is subject to and burdened by an access easement benefitting Unit #4 and Unit #5 from Main Street through the hallway in Unit #1 designated as Common Space to Unit #4 and Unit #5.

Unit #2 consists of space on the first floor of the Building as shown on such plans. Unit #2 cannot be enlarged.

Unit #3 consists of space on the first floor of the Building as shown on the Condominium Plans. Unit #3 can be enlarged by the construction of Unit Enlargement Area 3A of up to two (2) additional stories over the first floor and over the adjacent Common Area as provided for herein.

Unit #4 consists of space on the second floor of the Building as shown on the Condominium Plans. Unit #4 has the benefit of an access easement in common with Unit #5 from Main Street through the hallways of Unit #1 and Unit #5 designated as Common Space on such Plans to Unit #4. Unit #4 can be enlarged by the construction of Unit Enlargement Area 4A of up to one (1) additional story over Unit #4 as provided for herein.

Unit #5 consists of space on the second floor of the Building as shown on the Condominium Plans. Unit #5 has the benefit of an access easement in common with Unit #4 from Main Street through the hallways of Unit #1 designated as Common Space on such Plans to Unit #5. Unit #5 is subject to and burdened by an access easement benefitting Unit #4 from Main Street through the hallway of Unit #5 designated as Common Space to Unit #4.

The boundaries of the Units are as follows:

- (1) Horizontal Boundaries (Unit #1, Unit #3, Unit #4 and Unit #5):
  - (i) The exterior or lower surfaces of the floors or foundation;  
and
  - (ii) The finished exterior surfaces of the roof.
- (2) Horizontal Boundaries (Unit #2 only):
  - (i) The exterior or lower surfaces of the floor or foundation;  
and

(ii) The unfinished interior surfaces of the ceiling.

(3) Vertical Boundaries (All Units):

(i) The finished exterior surfaces of the perimeter walls and door frames;

(ii) The finished exterior surfaces of perimeter doors;

(iii) The finished exterior surfaces of windows and window frames; and

(iv) All materials covering the exterior of each Unit.

(v) For those interior partitions of the Building shared in common between Units, the boundary of each Unit shall be to the center of the stud, frame or other building material of the interior partitions shared in common.

(4) Each Unit shall include the portions of the Building within said boundaries and the space enclosed by said boundaries, except any Common Area specifically described in Paragraph 2.(g) herein below which may be located therein. The Owner of each Unit shall be deemed to own the aforesaid exterior surfaces, the interior walls and partitions which are solely contained in said Owner's Unit (and to the center of any interior partition shared with another Unit), and shall also be deemed to own the window glass of his Unit, the entrance doors and the plumbing facilities and appliances, located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed not to own any ceiling beams, pipes, wires, cables, conduits or other public utility lines running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area.

g. Description of Common Area and Limited Common Area.

"Common Area". Common Area consists of all of the property other than the Units as they currently exist and as they may be enlarged and includes, without limitation, the following: the land together with the benefits and subject to the burdens of all easements and rights pertaining to the land, as described in Exhibit A and including all improvements to the land except the Units, the water supply, sewage disposal, electrical, gas, heating, cable and telephone systems serving the Condominium to the extent such systems are located within the Condominium and are not owned by the supplier of the utility service but not including any portions thereof contained within, and serving, only a single Unit, which portions shall be a part of the Unit. The Common Area shall include the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit, which serve parts of the Condominium other than the Unit within which they are located. The Common Area shall include all other parts of the Condominium including personal property acquired by the Association, necessary or convenient

to its existence, maintenance and safety, or normally in common use and including any other easements set forth in Exhibit A.

“Limited Common Area”. Certain areas are delineated on the Condominium Plans as Limited Common Area. Each such area is reserved for the exclusive use of the Unit to which it is shown on the Plans. Any Limited Common Area not specifically designated with a Unit number on the Plans is Limited Common Area to the Unit to which it is contiguous. Each Limited Common Area is owned in common by the Owners, but it is restricted to the use and benefit of the Unit which it serves.

h. “Reassignment of Limited Common Area”. Limited Common Area may be reassigned in accordance with the provisions of RSA 356-B:19, I and II.

i. Allocation of Undivided Interest. Except as otherwise provided in Article 14, Paragraph i., each Unit shall be assigned an equal undivided interest in the Common Area of the Condominium.

### 3. USE RESTRICTIONS AND THE PURPOSES OF CONDOMINIUM.

a. Statement of Purposes and Restrictions as to Use. The Condominium contains commercial and residential Units, and the following restrictions, together with those contained in the By-Laws shall apply.

b. Commercial Use. Units on the first floor and basement of the Building (including Unit Enlargement Areas 1A when constructed) shall be occupied and used only for commercial purposes.

c. Residential Use. Units on the second floor of the Building including additional floors if Unit Enlargement Areas 3A and/or 4A are constructed) shall be occupied and used only for residential purposes including the rental of rooms and/or apartments.

d. “Common Area Use”. The Common Area shall be used only by the Owners and tenants and their assigns, invitees and licensees. Limited Common Area shall be used only by the Owners and tenants and their assigns, invitees and licensees of the Units to which the Limited Area is assigned. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Common Area and the Limited Common Area shall be governed by the By-Laws and by any rules adopted by the Board of Directors as such By-Laws and rules may be amended. Common Area includes Limited Common Area, and all Unit Owners own an undivided interest in the Common and Limited Common Areas, although Limited Common Area are reserved for the exclusive use of Owners of Units to which such Limited Common Area are assigned.

e. Easement to Facilitate Completion and Sales. The Declarant as the Owner of all Units which have not been sold, and its duly authorized agents, representatives and assigns, may make such reasonable use of the Condominium as may facilitate any sale, including without limiting the generality of the foregoing, the right to enter the Common Area for construction,

maintenance and/or repair purposes, the right to store materials, the showing of property and the displaying of signs.

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

g. Pipes, Ducts, Cable, Wires, Conduits and Utility Lines Located Inside the Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits and utility lines serving such other Units or the Common Area and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to correct violations of the Rules or By-Laws and to construct, maintain, repair or replace the pipes, wires, ducts, cables, conduits and utility lines contained therein or elsewhere in the buildings.

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

i. Easement to Facilitate Maintenance and Repairs. The Association shall have an easement over, across and upon each Unit and Limited Common Area for performing maintenance and repairs described in the By-Laws.

j. Reservation of Easements. The Declarant reserves, on behalf of itself and the Association, perpetual easements over all Units and the Common Area or Limited Common Area of the Condominium for access, ingress and egress, and the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with the development and operation of the Condominium, including water, sewage and garbage disposal, telephone, heating, air-conditioning, gas, cable and electrical systems, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services, and the right to impose easements on one Unit(s) for the benefit of other Unit(s).

k. Future Easements. The Association shall have the power as provided in RSA 356-B:42, II to grant other easements over Common Area.

l. Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, the By-Laws, any Rules and Regulations adopted by the Board of Directors and decisions and resolutions of the Board of Directors or its representatives, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such



provision, decision or resolution shall be grounds for an action to recover sums due for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors. The Condominium Unit Owners' Association shall be entitled to recover all reasonable costs and expenses of such actions including attorney's fees.

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

m. Subdivision, Partition and Conversion of Units. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be divided or converted into a time share Unit or interests as defined in RSA 356-B:3, XXVIII.

n. Alterations within Units/Unit Enlargement Areas. Owners of Units may make interior improvements or alterations within the Units that do not impair the structural integrity of the Unit, without the consent of the Declarant, the Association or their successors or assigns. The Owner of Unit #1 may enlarge Unit #1 by the construction of its Unit Enlargement Area 1A as provided for herein without the consent of the Declarant, the Association, other Unit Owners or their successors or assigns.

Only the Declarant, while Declarant is the Owner of Unit #3 or Unit #4 may enlarge each such Unit by the construction of its respective Unit Enlargement Area as provided for herein without the consent of any other Owner, the Association or its successors or assigns.

The construction of a Unit Enlargement Area shall be at the sole expense of the Unit Owner that is constructing the Unit Enlargement Area.

o. No Harmful or Offensive Use of Units. No harmful or offensive use shall be made of any part of the Units or Common Area and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other Unit Owners or which will constitute a fire hazard, result in the cancellation of insurance on the Unit or any part of the Condominium, or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Units which would increase the rate of insurance on the Common Area without prior written consent of the Board of Directors.

p. Property Subject to Covenants, Easements and Restrictions of Record. The submission of the property is subject to all covenants, conditions, easements and restrictions of record, including without limitation those which are set forth or referred to in Exhibit A.



q. Central Business District. The Condominium Property is located in the Central Business District. Use of the property shall be in accordance with the provisions of the Town of Durham Zoning Ordinance. In the event of a conflict between the Condominium Instruments and the Town of Durham ordinances the Town of Durham ordinances shall govern.

r. Leasing. A Unit may be leased to the maximum number of occupants permitted by the Town of Durham's Zoning Ordinance and any other applicable Town of Durham ordinance and/or regulation. Rentals shall be for a period of not less than thirty (30) days. Unit Owners renting their property shall be obligated to notify the Association in advance of the name and address of the renter(s), and the time period for which the Unit will be rented. Owners and/or Agents shall inform renters of the Residency Rules and Regulations of the Condominium and shall provide them with a copy of the Rules, which shall be acknowledged by signed receipt.

s. Parking. There are no parking spaces assigned to any Unit.

#### 4. WATER, SEWAGE AND UTILITY SYSTEMS.

a. All Units utilize the Town & Campus Square Condominium water system, consisting of a connection to the Town of Durham public water located within the Common Area of the Condominium subject to the rights of others for use. The pipes and associated equipment furnishing such water service to each individual Unit shall be deemed common property to the point where it enters the Unit structure. The water system shall be maintained, repaired and replaced by the Association as a Common Expense.

b. All Units utilize the Town & Campus Square Condominium septic system, consisting of a connection to the Town of Durham public septic located within the Common Area of the Condominium. The sewage disposal system shall be deemed to be owned in common by the Unit Owners to the point where it enters each individual Unit. The sewage disposal system shall be maintained, repaired and replaced by the Association as a Common Expense, except to the extent it is located within a Unit and only servicing that Unit.

#### 5. DETERMINATION OF ACTION FOLLOWING CASUALTY DAMAGE.

a. In the event of damage to any portion of the Common Area by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to RSA 356-B:43III, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B:34 and such vote is consented to by the first mortgagees as provided in Paragraph 9 hereof. In the event of damage to a Unit by fire or other casualty policy shall be used to repair, replace or restore the Unit damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B:34 and such vote is consented to by the first mortgagees as provide in Paragraph 9 hereof. The Board of Directors is hereby irrevocably appointed the agent for each Unit 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; provided, however, that proceeds of insurance shall be payable and paid to the Board of Directors, as trustee for the benefit of the Unit Owners' Association, the Unit Owner or any mortgagee as their interests may appear.

6. **AMENDMENTS TO DECLARATION.**

a. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty percent (60%) of the percentage of common interest owned by all Unit Owners, cast in person or by proxy at a meeting held in accordance with the provisions of the By-Laws; provided, however, that (i) no such amendment shall be effective until evidence thereof has been duly recorded at the Strafford County Registry of Deeds pursuant to RSA 356-B:34 IV; (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition of such Unit(s); and (iii) no such amendment shall be contrary to the provisions of the Condominium Act.

The Declarant reserves the right and power to amend the Declaration or By-Laws at any time without the consent of the Unit Owners or mortgagees to correct any clerical or typographical errors or bring the Declaration into compliance with the Condominium Act or lending requirements.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

No amendment shall be made that conflicts with any conditions of the Condominium Plans and approvals by the Town of Durham dated July 10, 2019 or any amendments by the Town of Durham to the approvals.

7. **PARTITION OF COMMON AREA.**

a. No Revocation or Partition. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to RSA 356-B:34.

8. **RIGHTS OF MORTGAGEES.**

The mortgagee or guarantor of the mortgage on any Unit in the Condominium is entitled to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) days delinquency in the payment of assessments or other charges to the Owner of any Unit on which it holds the mortgage;

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; or

d. Any proposed action that requires the consent of a specified percentage of mortgagees.

9. **PRIORITY OF FIRST MORTGAGES.**

a. No provision of this Declaration, the By-Laws or the Rules be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portion thereof.

10. **EMINENT DOMAIN.**

a. The rights of Unit Owners in the event of a total or partial taking by eminent domain shall be governed by RSA 356-B:6. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award for proceeds of settlement shall be payable to the Unit Owners' Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear in accordance with the provisions of RSA 356-B:6. Provided, however, if Limited Common Area is permanently assigned to more than one Unit at the time of the taking then the portion of the award attributable to the taking thereof shall be allocated in proportionate shares to the Owners of the Units to which the Limited Common Area was assigned. The Unit Owners' Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for acquisition of the Common Area or any part thereof and the Unit Owners' Association is hereby appointed Attorney in Fact for each Unit Owner for such purpose.

11. **SEVERABILITY.**

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

12. **WAIVER.**

a. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

13. **SERVICE OF PROCESS AND NOTICES.**

a. Person to Receive Service of Process

(1) “Association”. Any member of the Board of Directors shall be the person to receive service of any lawful process in any proceeding arising against the Association. For the purposes of this paragraph, the place of business of the Association shall be considered to be 60 Main Street, Durham, New Hampshire.

(2) “Declarant”. Service of any lawful process in any proceeding arising against the Declarant or its personal representatives shall be made upon its Registered Agent as shown by the records at the New Hampshire Secretary of State.

b. Notices

(1) “Association Notices”. All notices hereunder and under the By-Laws to the Association and the Board shall be sent by United States mail to the office of the Condominium and the Board of Directors at 60 Main Street and Jenkins Court, Durham, New Hampshire 03824, or to such other address as the Association designates from time to time by notice in writing to all Owners.

(2) “Unit 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 Association.

(3) “Mortgagees”. A copy of all notices required to be sent to mortgagees under the provisions of this Declaration shall be mailed to the last address as has been provided to the Association under the By-Laws.

(4) “Effective Date”. All notices shall be sent by United States mail, first class postage prepaid. 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.

14. **CONSTRUCTION OF UNIT ENLARGEMENT AREA.**

a. Unit Enlargement Area 1A.

(1) Unit Enlargement Area 1A is appurtenant to the basement portion of Unit #1 and when constructed shall become part of Unit #1. Unit Enlargement Area 1A maximum dimensions are shown on the Condominium Plans.

(2) Only the Owner of Unit #1 has the right to construct Unit Enlargement Area 1A at such Owner’s expense.

b. Unit Enlargement Area 3A.

(1) Unit Enlargement Area 3A is appurtenant to Unit #3 and when constructed shall become part of Unit #3. Unit Enlargement Area 3A maximum dimensions are shown on the Condominium Plans.

(2) Only the Owner of Unit #3 has the right to construct Unit Enlargement Area 3A of up to two (2) additional stories over Unit #3 at such owner's expense.

c. Unit Enlargement Area 4A.

(1) Unit Enlargement Area 4A is appurtenant to Unit #4 and when constructed shall become part of Unit #4. Unit Enlargement Area 4A maximum dimensions are shown on the Condominium Plans.

(2) Only the Owner of Unit #4 has the right to construct Unit Enlargement Area 4A of up to one (1) additional story over Unit #2 at such owner's expense.

As Unit #4 is located over Unit #2 and the construction of Unit Enlargement Area 4A would require structural changes to Unit #2 and Unit #4 no construction of Unit Enlargement Area 4A is allowed unless at the time of such construction the Owner of Unit #4 is also the Owner of Unit #2.

d. Unit Enlargement Area Construction Deadline. No construction and conversion of a Unit Enlargement Area shall be allowed or permitted after ten (10) years from the recordation of this Declaration.

e. Construction Rules. The following rules govern the construction of any Unit Enlargement Area:

(1) Prior to any construction the Unit Owner to provide satisfactory contractor proof of insurance including workman's compensation insurance to the Board of Directors of the Association of Owners (the "Board");

(2) Prior to any construction the Unit Owner to provide copies of all required permits to the Board;

(3) All construction is subject to compliance with the Town of Durham's Zoning Ordinance and any other applicable Town of Durham ordinance and/or regulation and all State of New Hampshire laws and regulations;

(4) No construction on weekends and holidays;

(5) No construction after 6:00 p.m. or before 8:00 a.m. on all other days;

(6) No construction debris in Building dumpsters;



(7) Any damage to other Units or Common Areas resulting from construction, removal of debris and/or building materials will be repaired at the cost of the Unit Owner;

(8) Modification of fire protection devices inside Units shall only be made by a Board qualified vendor;

(9) All fire protection devices shall be appropriately protected during construction to prevent false activation; and

(10) Shut off of water mains requires prior Board approval. Water shut off that affects other Units may occur with no less than five (5) days' notice.

f. Utility Easements. Each Unit Owner with an appurtenant Unit Enlargement Area is hereby granted a perpetual easement to tie into, at the time of construction of each such Unit Enlargement Area, all common utility systems (including water, sewage disposal, gas and electrical systems) servicing the Units in the Building at each such Unit Owner's expense. All such tie ins to be separately metered to the Unit Owner constructing the Unit Enlargement Area.

g. Expense of Unit Enlargement Area Floor Plans and Amendment to Declaration. When a Unit Owner with appurtenant Unit Enlargement Area completes construction of such Unit Enlargement Area, the Declarant shall have prepared and recorded with regard to the structure or portion of such structure constituting that Unit Enlargement Area, floor plans showing the location and dimensions of the horizontal and vertical boundaries of such space, and an amendment to the Declaration describing the conversion and any other document required by the provisions of RSA 356-B.

The Unit Owner constructing the Unit Enlargement Area shall reimburse Declarant for the expense of preparing and recording such floor plans, amendment to Declaration and other documents within thirty (30) days of receipt of an invoice.

h. Effect of Construction of Unit Enlargement Area on Allocation of Undivided Interest. The construction of a Unit Enlargement Area shall not create a new Unit. The additional space created by the construction of a Unit Enlargement Area shall be added to and become part of the Unit to which such Unit Enlargement Area was appurtenant. The construction of Unit Enlargement Area 1A shall not alter or change the undivided interest of Unit 1 in the Common Area of the Condominium. The construction of either or both Unit Enlargement Area 3A or Unit Enlargement Area 4A shall result in the undivided interests in the Common Area for all Units being reallocated based upon the then existing respective square footage of each Unit in the Condominium. The Declarant shall have prepared and recorded with regard to each such construction an amendment to the Declaration showing the altered changes of each Unit in the Common Area of the Condominium. No vote of the Association or individual Unit Owners shall be required for the Declarant's preparation and recordation of such amendment to the Declaration.



15. **INTERPRETATION.**

a. Construction. 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.

b. Conflicts Between Provisions. The provisions of the By-Laws shall take precedence over Condominium Rules, and the provisions of the Declaration shall take precedence over the By-Laws and Condominium Rules.

c. Captions. The captions of particular Paragraphs and Paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

d. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender.

e. Number. The use of the singular shall be deemed to include the plural, whenever the context so requires.

f. Conflicts with Town of Durham Ordinances and/or Regulations. The provisions of the Town of Durham ordinances and/or regulations shall take precedence over any provisions in the Declaration, By-Laws or Condominium Rules.

IN WITNESS WHEREOF, the undersigned Unit Owners in the Condominium have caused this First Amendment and Restatement to be executed effective as of the date it is recorded in the Strafford County Registry of Deeds.

60 MAIN STREET R.E., LLC

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Peter Murphy  
Its: Member

56 MAIN STREET, LLC

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Douglas E. Clark  
Its: Member

STATE OF NEW HAMPSHIRE  
STRAFFORD, SS.

December \_\_\_\_\_, 2020

Personally appeared, Peter Murphy, Member of 60 Main R.E., LLC, known to me or personally proven to be the person whose name is subscribed to the foregoing instrument and gave oath that the foregoing statements are true and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
STRAFFORD, SS.

December \_\_\_\_\_, 2020

Personally appeared, Douglas E. Clark, Member of 56 Main Street, LLC, known to me or personally proven to be the person whose name is subscribed to the foregoing instrument and gave oath that the foregoing statements are true and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_

JOINDER OF LENDER

Geld Realty Trust, the holder of a Mortgage encumbering the premises located at 60 Main Street and Jenkins Court, Durham, New Hampshire, as further described in Exhibit A hereto, dated January 3, 2019 and recorded at Strafford County Registry of Deeds at Book 4627, Page 677, joins herein for the purpose of assenting to recordation of the attached First Amendment and Restatement of (i) Declaration of Condominium for Town & Campus Square Condominium, (ii) By-Laws, and (iii) Rules and to the legal effect and operation thereof provided that, until separately released by appropriate instrument hereafter, each of the within Units, and the Common Area appurtenant thereto, shall remain subject to the aforesaid mortgage and assignment of leases pursuant to the terms set therein.

Geld Realty Trust

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name: David M. Schwartz  
Its: Trustee

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the \_\_\_\_\_ day of December 2020, before me, the undersigned officer, personally appeared David M. Schwartz, who acknowledged himself to be the Trustee of Geld Realty Trust, and that he, as Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, Geld Realty Trust, by David M. Schwartz, as Trustee.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

JOINDER OF LENDER

Eastern Bank, the holder of a Mortgage encumbering the premises known as Unit #1 located at 60 Main Street and Jenkins Court, Durham, New Hampshire, dated \_\_\_\_\_, 2019 and recorded at Strafford County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, joins herein for the purpose of assenting to recordation of the attached First Amendment and Restatement of (i) Declaration of Condominium for Town & Campus Square Condominium, (ii) By-Laws, and (iii) Rules and to the legal effect and operation thereof.

Eastern Bank

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name:  
Its:

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the \_\_\_\_\_ day of December 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Eastern Bank, and that he, as \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, Eastern Bank, by \_\_\_\_\_, as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**60 Main Street and Jenkins Court, Durham, New Hampshire:**

A certain tract of land, with the buildings thereon, situated in Durham, County of Strafford and State of New Hampshire, on the northerly side of Main Street, bounded and described as follows:

Beginning at a stone bound at the southwest corner of said lot on the northerly side of Main Street at land of Alpha Tau Omega Fraternity; thence running northerly by said fraternity land 150 feet, more or less, to land now or formerly of the Franklin Theatre; thence running South 49° 13' East by land of said Theatre 92 feet, more or less, to a spike set in a concrete sidewalk at land of the Town of Durham, known as Jenkins Court; thence running South 41° 03' West by land of the Town of Durham 152.12 feet to a spike in the northerly side of Main Street; thence turning and running North 49° 13' West by Main Street 92.95 feet to the point of beginning.

Subject to an easement granted to the Town of Durham by instrument of Gangwer Realty, Inc. dated June 27, 1983 and recorded at Book 1103, Page 253.

Subject to sewer rights and rights of way as set forth in instrument from Charles H. Pettee to Charles T. Durell dated February 24, 1921 and recorded at Book 396, Page 305.

EXHIBIT B

Filed  
Date Filed : 11/26/2019 03:00:00 PM  
Effective Date : 11/26/2019 03:00:00 PM  
Filing # : 4624048 Pages : 2  
Business ID : 832043  
William M. Gardner  
Secretary of State  
State of New Hampshire

State of New Hampshire

Recording fee: \$25.00  
Use black print or type.

Form NP-1  
RSA 292:2

ARTICLES OF AGREEMENT  
OF  
A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following articles:

FIRST: The name of the corporation shall be Town & Campus Square Condominium Association

SECOND: The object/purpose for which this corporation is established is:

To provide the self-government, welfare and continuity of Town & Campus Square Condominium Association located at 60 Main Street and Jenkins Court, Durham, Strafford County, New Hampshire, as the association of Unit Owners required and authorized by RSA Chapter 356-B (the Condominium Act) and the declaration of the Condominium. It is a condominium management association as defined in Section 528 of the Internal Revenue Code. The documents creating the Condominium are to be recorded in the Strafford County Registry of Deeds.

It shall have perpetual existence.

THIRD: The provisions for establishing membership and participation in the corporation are:

The only members of the association shall be owners in fee simple of Units at Town & Campus Square Condominium Association, and all such owners shall be members. Membership may be established by record proof of ownership of a Unit. Each Unit Owner has a number of votes in the association proportionate to the undivided interest in the Common Area appertaining to that Unit.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

The assets shall be distributed to Unit Owners in accordance with RSA 356-B. Reasonable compensation may be paid for services rendered to the association. Otherwise, no part of the net earnings or pecuniary profit of the association's operations shall be paid to any person.

FIFTH: The New Hampshire principal address at which the business of this corporation is to be carried on is

60 Main Street and Jenkins Court Durham NH 03824  
(no. & street) (city/town) (state) (zip code)

Principal Mailing Address (if different): \_\_\_\_\_  
(no. & street) (city/town) (state) (zip code)

Business Email: \_\_\_\_\_

\_\_\_\_ Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.



SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

The association has no capital stock.

SEVENTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is (Note 1) \_\_\_\_\_

Directors and officers of the association shall have the immunities and rights to indemnity provided for directors and officers in Article 5, Paragraph 8 of the By-Laws, subject to the limitations therein.

EIGHTH: Signatures and post office address of each of the persons associating together to form the corporation: (Note 2)

Signature and Name	Post Office Address
1. <u>Pete Murphy</u> Signature Peter Murphy Name (please print)	6 Park Street Street Newburyport MA 01950 City/Town State Zip
2. <u>Douglas E. Clark</u> Signature Douglas E. Clark Name (please print)	19 Dowling Drive Street Middleton NH 03837 City/Town State Zip
3. <u>Richard P. May</u> Signature Richard P. May Name (please print)	36 Church Hill Rd Street Durham NH 03824 City/Town State Zip
4. <u>GARY HILLSGROVE</u> Signature GARY HILLSGROVE Name (please print)	168 WILLOW RD Street ROCHESTER NH 03868 City/Town State Zip
5. <u>DEBRA J. WEEKS</u> Signature DEBRA J. WEEKS Name (please print)	312 LANG RD Street PORTSMOUTH NH 03801 City/Town State Zip

- Notes: 1. If no provision eliminating or limiting personal liability, insert "NONE".  
2. At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989  
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

EXHIBIT C

**BY-LAWS OF  
TOWN & CAMPUS SQUARE CONDOMINIUM**

ARTICLE 1 – PURPOSE AND DEFINITIONS

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the DECLARATION OF TOWN & CAMPUS SQUARE CONDOMINIUM, and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws as well as to the Declaration and the Rules promulgated hereunder.
2. Definitions. Terms not defined herein or in the Declaration shall have the meanings specified in RSA 356-B:3.
3. By-Laws' Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Rules 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 By-Laws, 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 60 Main Street and Jenkins Court, Durham, New Hampshire 03824, or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE 2 – UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these By-Laws, shall constitute the "Unit Owners' 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 required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters, which the Act specifically requires to be performed by vote of the Unit Owners' Association, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article 3).

2. Voting. Each Unit which has been declared by the Declarant shall be entitled to one vote per Unit including the Unit(s) owned by the Declarant. Since a Unit 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 votes appertaining to that Unit. But if more than one of such persons is present, the vote 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 vote 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 for the purposes of this Paragraph 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 alone 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 By-Laws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such Units are entitled.
3. Place of Meeting. Meetings of the Unit Owners' Association shall be held in the TOWN & CAMPUS SQUARE CONDOMINIUM premises or at such other suitable place as may be designated by the Board of Directors and stated in the notice of meeting.
4. Annual Meeting. Meetings of the Unit Owners' Association shall be held on the first Saturday of October of year, or on such other date within a thirty (30) day period prior to or subsequent from such date, as may be designated by the Board of Directors and reflected in the notice provided for in Paragraph 7 below. At such annual meetings, the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Article 3.
5. Special Meetings. Special meetings of the Unit Owners' Association may be called at any time for the purpose of considering matters which by the terms of the Declaration, these By-Laws or the Act require the approval of the Owners, or for any reasonable purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days written notice prior to the date of such meeting. Special Meetings shall be held on Saturdays.
6. Other Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' 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 fifty percent (50%) of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and no business shall be transacted at a special meeting except as stated in the notice.

7. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of each annual meeting or special meeting, at least seven (7) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at their respective address, or at such other address as each Owner may have designated by notice in writing to the Secretary; provided, however, that such notice may be hand-delivered by the Secretary or Manager, if the Secretary or Manager obtains a receipt of acceptance of such notice from the Unit Owner.
8. 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 Unit Owners' 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, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) calendar days prior to the date fixed for such annual or special meeting and he has not otherwise been declared not a member in good standing due to a violation of the Declaration, By-Laws or Rules of the Condominium.
9. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy executed by or on behalf of the Unit Owner or, where the Unit Owner is more than one person, by or on behalf of all such persons. The validity and revocation of proxies is governed by RSA 356-B:39 IV as the same may be amended from time to time.
10. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owners, until adjourned, if persons entitled to cast not less than fifty percent (50%) of the total votes are present at the beginning of such meeting.
11. Order of Business. The order of business at all meetings of the Unit Owners' 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.
12. Conduct of Meeting. The President, or his designated alternative, shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order (most recent version) shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these By-Laws or the Condominium Act. Minutes of all meeting shall be available to the Unit Owners within sixty (60) days of the meeting or within fifteen (15) days of the date such minutes are approved by the Board of Directors, whichever occurs first. The Association

may opt to provide the minutes electronically or publish them on the Association website, in which case the Owner shall be informed of the web address.

13. Meetings by Telephonic, Video or Other Conferencing Process. In accordance with RSA 356-B:37-c, the Association, committees thereof and the Board of Directors may meet by telephone, video or other conferencing process, provided the provisions of RSA 356-B:37-c are met as set forth in the next paragraph.
14. Voting Without A Meeting. The Association may conduct a vote without a meeting. In that event, the following requirements apply:
  - a. Notification. The Association with notify the Unit Owners, in the manner prescribed by Article II, Paragraph 7, that the vote will be taken by ballot and deliver a paper of electronic ballot to every Unit Owner entitled to vote on the matter.
  - b. The ballot shall:
    - (i) Set forth each proposed action and provide an opportunity to vote for or against the action.
    - (ii) Indicate the number of responses needed to meet the quorum requirements.
    - (iii) State the percent of votes necessary to approve each matter other than election of directors.
    - (iv) Specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than ten (10) days after the date the Association delivers the ballot.
    - (v) Describe the time, date and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.
  - c. A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.
  - d. 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.
15. Period of Control by Declarant. Notwithstanding any other provision of these By-Laws, until the earlier of three (3) years after recordation of the Declaration or the date on which

$\frac{3}{4}$  of the Units have been conveyed by Declarant (the “Transition Date”), the Declarant shall have the power, in its sole discretion, to (a) appoint or remove any or all officers and directors of the Unit Owners’ Association at any time, without cause, and (b) exercise any and all powers and responsibilities otherwise assigned by the condominium instruments or the Condominium Act to the Unit Owners’ Associations, its officers or its Board of Directors. The Declarant may relinquish its power hereunder at any time by recording an appropriate statement at the Registry, in which event the date of such relinquishment shall be the “Transition Date”. This section may not be amended without the written consent of the Declarant. Not later than sixty (60) days after conveyance of Unit #1 by the Declarant, the then Owner of Unit #1 shall be elected to the Board of Directors. No later than the Transition Date, the Unit Owners shall elect a Board of Directors with at least three (3) members, a majority of whom shall be Unit Owners.

### ARTICLE 3 – BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the “Board”) which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners’ Association. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters, which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these By-Laws, the Board of Directors shall have the power to, and be responsible for, the following:
  - a. Preparation of an annual budget in which there shall be established the assessment of each Owner for the Common Expenses.
  - b. Determination of assessments, including initial assessments, annual assessments and special assessments against Owners to pay the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository, which it shall approve, 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 Expense shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the month for each quarter.



- c. Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium, including but not limited to Building awnings maintenance, brush and grass cutting, tree trimming and water, electrical, sewage, telephone and any other necessary utility service for common use. The Association shall be responsible for grounds maintenance and landscaping.
- d. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the Common Property of the Owners.
- e. Making and amending Rules respecting the use of the Property and enforcing the provisions of the Declaration, these By-Laws and such Rules, including imposing any fines and revoking a Unit Owners' voting privileges, and bringing any proceedings which may be instituted on behalf of the Owners.
- f. Obtaining and maintaining insurance against casualties and liabilities, as provided in Article 6 of these By-Laws, and paying the premiums therefore and making, or contracting for the making of, repairs, additions and improvements to, or alterations to the Property and repairs to and restoration of, the Property, in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty.
- g. Maintaining books of account showing the receipts and expenditures of the Unit Owners' Association.
- h. Obtaining an unaudited financial statement within one hundred twenty (120) days of the end of each fiscal year.
- i. Entering into leases or management contracts for the maintenance and operation of the Common Area, or for any other purpose not inconsistent with the Condominium Act or with the Declaration and By-Laws.
- j. Acquiring, holding, disposing of and replacing personal property for use in and on the Condominium Property.
- k. To do such other things and acts not inconsistent with the Condominium Act or with the Declaration which it may be authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors may employ, or contract with, one or more professional managers or management firms (“Manager”) for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.
3. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these By-Laws; provided, that any actions by the Manager with respect to the powers set forth in Article 3, Paragraphs 1, 1(c) and 1(j) shall require the written consent of the Board of Directors. No management contract, lease or other contract entered into by the Association when it is under the initial control of the Declarant shall be binding after the period of control unless then renewed or ratified with the consent of Unit Owners of Units to which a majority of the votes in the Association appertain.
4. Number of Directors and Initial Selection of Board. The Board of Directors shall be comprised of three (3) persons. Until the Transition Date, all Directors shall be appointed by the Declarant and may be any natural persons. After the Transition Date, all elected Directors must be Owners or spouses of Owners, or, where an Owner is not an entity, a natural person having authority to act on behalf of such entity.
5. Election and Term of Office. Subject to Declarant’s right to designate set forth herein, at the first annual meeting of the Unit Owners Association three (3) Directors shall be elected. The term in office of one Director shall expire at the 2020 annual meeting, the term in office of one Director shall expire at the 2021 annual meeting and the term in office of one Director shall expire at the 2022 annual meeting, subject to the provisions of Article 3, Paragraph 4 above. At the expiration of the initial term of office of each Director, his/her successor shall be elected to serve a term of three (3) years and each Director shall hold office until his/her successor has been elected.
6. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners’ Association shall be held immediately after the annual meeting at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, 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 thereat.
7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owners’ Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or my mail, telephone or other reliable electronic means, at least ten (10) days prior to the day named for such meeting, except 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.

All meetings shall comply with the requirements of RSA 356-B:37(c).

8. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director. Such notice shall be given personally or by mail, telephone or other reliable electronic means, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.
9. Waiver of Notice. Before or within ten (10) days after any meeting of the Board of Directors, 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.
10. Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the 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 of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
11. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy; and each person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that the vacancy of any Director designated by the Declarant pursuant to a right of the Declarant and to make such designation shall be filled by the Declarant.
12. Removal of Directors. A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which quorum is present, by an affirmative vote of sixty percent (60%) of the votes represented and voting. Any Director whose removal has been proposed by the Owners shall be given a 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 Paragraph to the contrary, 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.

13. Availability of Records. The Board of Directors shall make available to all Owners, mortgagees and to insurers or guarantors of any mortgage on a Unit current copies of the Declaration, By-Laws, other Rules concerning the Condominium and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.
14. Licenses and Easements. The Board of Directors on behalf of the Unit Owners' Association shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Each Unit Owner, by acceptance of the conveyance of a Unit and in consideration for an undivided Percentage Interest in the Common Area, and for the sole purpose set forth in this paragraph, hereby grants to the Board of Directors, as the same may be constituted from time to time, an irrevocable power of attorney to execute any and all such permits, licenses and easements.
15. Compensation. No Director shall receive any compensation from the Condominium for acting as such but shall be entitled to reimbursement for any out-of-pocket expenses.
16. 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 of Directors and the Secretary shall keep the minutes of the meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the record book of the Condominium.
17. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.
18. Fidelity Bonds. The Board of Directors may require that all officers, Directors, agents and employees of the Unit Owners' Association or of any Manager handling or responsible for funds furnish adequate fidelity bonds.
19. Dispensing with Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors 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 of Directors.

#### ARTICLE 4 – OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint

assistants or such other officers as in its judgment may be necessary. The offices of Treasurer and Secretary may be held by the same person.

2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.
3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. 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 whole Board, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.
4. President. The President shall be the chief executive officer; he, or his designated alternate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board of Directors, 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 stock corporation organized under the laws of the State of New Hampshire.
5. Secretary. The Secretary, or his designated alternate, shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the minutes of all proceedings in the record book of the Condominium and shall perform like duties for committees when required. The Secretary shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners' Association, the Board and 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 Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours.
6. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements shall prepare all required financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Board. 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 Condominium.



7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, and other instruments of the Condominium for expenditures or obligations shall be executed by the President of the Condominium and one other Director or officer. Checks shall be executed by the President and one other person, either a Director, officer or manager of the Condominium. If the President is unavailable, the Board may designate another Director or officer to execute on his behalf.
8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such but shall be entitled to reimbursement for any out-of-pocket expenses.

#### ARTICLE 5 – OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners:
  - a. Fiscal Year. The fiscal year of Condominium shall consist of the twelve (12) month period commencing 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 the organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors.
  - b. Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors consider 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 same budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.
  - c. Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the property set forth in the budget for the fiscal year adopted by the Directors shall be assessed against all Units as of January of each fiscal year. Unless otherwise provided in the Declaration or these By-Laws,



assessments shall be made against each Unit on an equal basis and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. Expenses for Limited Common Area repairs and maintenance that are exclusively assigned one or more Units shall be specially assessed against those respective Unit Owners. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an unaudited financial statement. Any amount accumulated in excess of the amount required for actual expense and budgeting reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owners' votes in the Unit Owners' Association, be credited according to each Owners' votes in the Association to the next installment due from Owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added to the installments due in the succeeding three (3) months after the rendering of the accounting.

- d. Reserves. The Board of Directors shall build up and maintain an adequate operating reserve and reserve for replacement of the Common Area and personal property owned by the Association, which shall be funded by regular yearly payments, as provided for in Article 5, Paragraph 1(c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area and personal property owned by the Association, 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 nonpayment of any Owners' assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a 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 quarterly payment which is due 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 quarterly amount or, if the additional assessment is not payable in installments, the amount of such assessment.
- e. Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Strafford County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in Article 5, Paragraph 1(c).

- f. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owners' obligations to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the charge of the then existing rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.
- g. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article 5. 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 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 a successor Owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amount paid by the purchaser therefore; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the Condominium Unit conveyed by subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid premises. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee in proportion to their respective votes in the Unit Owners' Association.

2. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessment for Common Expenses due from any Owner, which remains unpaid for more than thirty (30) days from the due date for payment thereof.
3. Maintenance and Repair:
  - a. By the Board of Directors. Except as otherwise provided in Article 5, Paragraph 3(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expenses shall be charged to such Owner) of all the Common Area (including Limited Common Area) whether located inside or outside of the Units, the costs of which shall be charged to all Owners as a Common Expense, except as otherwise provided herein.
  - b. By the Unit Owner. Except as otherwise provided herein, the Unit Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, together with its appurtenant utilities and other improvements, and any part thereof, that are part of his Unit and serving no other Unit. Such Owner shall be responsible for performing all repairs to the Limited Common Area, beyond normal maintenance, which is caused or necessitated by his negligence, misuse or neglect. Each Owner shall keep the interior of his Unit, and the equipment and appurtenant utilities and other improvements in good order, repair and condition, and shall do all maintaining, repairing, painting, staining, cleaning, which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, such Owner shall be responsible for all damage to any and all other Units resulting from his failure to make any of the repairs required to be made by him in this Article. Such Owner shall perform his responsibilities in such manner as shall not unreasonably disturb or interfere with the other Owners. Such Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.
  - c. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.
4. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of One Thousand Dollars (\$1,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by Owners having a majority of the percentage of common interest, the Board of Directors 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 One Thousand Dollars (\$1,000.00) or less

during any period of twelve (12) consecutive months may be made by the Board of Directors 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 (2/3) of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of an Owner or 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 of Directors.

5. Additions, Alterations or Improvements by Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit that changes the exterior dimension, color or materials of the Unit, without the prior written consent of the Declarant or its assigns. The Declarant, or its assigns, shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement of such external change within forty-five (45) days after such request. The provisions of this Paragraph 5 shall not apply to Condominium Units owned by the Declarant until such Units have been conveyed by the Declarant and shall not apply to a Unit Owner's construction at such Owner's expense of a Unit Enlargement Area as permitted by the Declaration.
6. Restrictions on Use. To assist the Condominium in providing for congenial occupancy, and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the enumerated prohibitions provided in Exhibit D, Condominium Rules, as they may be amended, shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.
7. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to or at the time when the same shall become effective.
8. Liability of the Board of Directors and Officers. The members of the Board of Directors and/or Officers shall not be liable to the Owners for any mistake or judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors and/or Officers from and against all contractual liability to others arising out of contracts made by the Board of Directors and/or Officers on behalf of the Owners unless any contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors and/or Officers shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners,

unless made in bad faith or due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors and/or Officers or out of the aforesaid indemnity in favor of the members of the Board of Directors and/or Officers shall be limited to such proportion of the total liability thereunder as his Unit's percentage of common interest bears to the total percentage of common interest of all Units. Every written agreement made by the Board of Directors, Officers or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors, Officers 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 Unit's percentage of common interest bears to the total percentage of all Units. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, or by reason of the fact that he is or was a Director, or Officer, for expenses (including attorney's fees) judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct.

ARTICLE 6 – INSURANCE AND PROCEDURES IN THE EVENT OF DAMAGE OR DESTRUCTION

1. Insurance to be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:
  - a. Fire insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring any structures or personal property in the Condominium which are deemed to be Common Area or Common Property. **THE UNIT OWNERS' ASSOCIATION SHALL ALSO OBTAIN AND KEEP IN FORCE A BLANKET CASUALTY (E.G., FIRE AND EXTENDED COVERAGE) POLICY COVERING EACH UNIT TO THE FULL INSURABLE VALUE OF EACH UNIT, THE COST OF SUCH INSURANCE SHALL BE CHARGED TO ALL OWNERS AS A COMMON EXPENSE.**
  - b. 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 Three Million Dollars (\$3,000,000) for Bodily Injury and Property Damage, per occurrence, insuring the Unit Owners' Association, 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 Condominium and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder.



The Association shall, at least bi-annually, review the level of liability insurance.

The public liability insurance referred to above shall not insure against the individual liability of an Owner for negligence occurring within his or her own Unit or within the Limited Common Area over which he or she has exclusive use. Each Unit Owner must obtain his or her own individual "Homeowners Liability Insurance".

- c. Worker's Compensation Insurance as required by law.
- d. Such other insurance as the Board may determine.

2. General Insurance Provisions:

- a. The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for herein, and shall review with the insurer(s) or insurance agent(s), 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 policies provided for under Article 6, Paragraphs 1, 1(a) and 1(b) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policies) in order to meet the coverage requirements of Article 6.
- b. The Board shall be required to make every effort to see that all policies of physical damage insurance provided for herein (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 an 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 cancelled 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 his mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and (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 any of their



agents, employees or household members, nor cancelled for nonpayment of premiums.

3. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance for improvements and betterments 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 Article 6, Paragraph 2(b).
4. Notice to Unit 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 Unit Owner by the Secretary of the Association. Such notice shall be sent by U.S. Mail, postage prepaid, 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 if he obtains a receipt of acceptance of such notice from the Unit Owner.
5. Notice to Association. When any policy of insurance has been obtained on behalf of the Unit Owner, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof and a copy of said policy, shall be promptly furnished to the Association by the Unit Owner. Such notice shall be sent by U.S. Mail, postage prepaid, to the Association at its address designated herein.

#### ARTICLE 7 – REPAIR AND RECONSTRUCTION AFTER FIRE, CONDEMNATION OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty or by condemnation, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the repair and restoration work in his own Unit.
2. Procedure for Reconstruction and Repair:
  - a. Immediately after a fire or other casualty damage to a building, the Board of Directors 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 cost may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary to defray the cost.
  - b. If the proceeds of insurance are not sufficient to said estimated costs of reconstruction and repair, completion of construction and repair, or if the payment

of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owner(s) of the Unit(s) affected by the casualty loss.

- 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. Disbursement of Construction Funds:

- a. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund, which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.
- 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 and repair by the Board of Directors.
- 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 be distributed to the Owner(s) of the Unit(s) so damaged.
- d. When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE 8 – 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 undivided 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 one or more of such interests, without including all such interest, shall be deemed and taken to include the interest 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 undivided 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.

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 Association all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to his Unit, except as provided in Paragraph 1(g), and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners' Association to prevent the disposition. Failure or refusal to furnish such a statement within seven (7) days of receipt of such request by the Board or Manager, shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.
3. Association Consent. Neither the Declarant nor any Unit Owner shall be required to obtain approval of the Association for the sale or lease of any Condominium Unit. However, the Unit Owner shall give notice of intent to sell in accordance with Article 8, Paragraph 3(a) herein. Purchasers of a Unit may request the information provided in Article 13 of the By-Laws prior to the contract date for the disposition of the Unit.
  - a. Notice of Intent to Sell. A Unit Owner shall give notice, including the name and address of the buyer, to the Association of his intent to sell his Unit no less than seven (7) days prior to the conveyance of legal title to the Unit.
  - b. Exempt Transfers. The transfer of a deceased joint tenant's interest to a surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestate laws, shall not be subject to Article 8, Paragraph 3(a)
4. Default. In the event of a default on the part of any Unit Owner under any first mortgage which entitles the holder thereof to foreclose the same, any sale under the foreclosure,

including the delivery of a deed to the first mortgagee in lieu of such foreclosure, shall make the purchaser (or grantee under such a deed in lieu of foreclosure) of such Condominium Unit subject to the provisions of the Declaration, By-Laws and Articles of Agreement.

#### ARTICLE 9 – AMENDMENTS TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either (i) by a vote of at least sixty percent (60%) of the percentage common interest owned by all of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by Owners holding at least sixty percent (60%) of the percentage common interest; provided, however, that (a) Article 2, Paragraph 4 and Article 3, Paragraph 3, insofar as they relate to the election of members of the Board of Directors by the Declarant, (b) Article 2, Paragraph 2, 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 Paragraph may not be amended without the consent in writing of the Declarant, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such Unit or Units.
2. Recording. A modification or amendment of these By-Laws shall become effective only when it has been duly evidenced in accordance with the provisions of RSA 356-B:34 IV.
3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

#### ARTICLE 10 – MORTGAGES

1. Notice to Board. An Owner who mortgages his Condominium Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.
2. Notice of Action. Upon written request to the Unit Owners' Association, identifying the name and address of the mortgage holder, such person or entity will be entitled to timely written notice of:

- a. Any condemnation, or any casualty loss which affects a portion of the Common Area of the Condominium or any Unit on which such mortgage is held, as applicable.
  - b. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, which remains uncured for a period of sixty (60) days.
  - c. Any lapse, cancellation or material modification of any insurance policy maintained by the Unit Owners' Association.
3. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or By-Laws, and, if such default is not cured within sixty (60) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws 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.
  4. Notice of Damage. The Board of Directors shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).
  5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times.

#### ARTICLE 11 – NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. 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 Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manger 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 statutes, of the Declaration or of these By-Laws, 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 12 – COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager, to the following relief:
2. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws and the Rules shall be grounds for relief which may include without limiting the same, compulsory arbitration proceedings, 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 By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manger or, if appropriate, by the aggrieved Owner. Nothing contained herein shall be deemed to limit the right of any Owner to commence legal proceedings against the Unit Owners' Association for any violation of the Declaration or these By-Laws.
3. 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 guests, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy 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.
4. 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.
5. No Waiver of Rights. The failure of the Unit Owners' Association, the Board of Directors or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors 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 of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration 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 By-Laws or the Rules, or at law or in equity.

6. Interest and Late Fee. In the event of a default by any Owner which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest on the amounts due at twelve percent (12%) 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 Owners in an amount not to exceed One Hundred Dollars (\$100.00) on any amount so overdue. The Board of Directors shall have the authority to impose a charge on each Owner for returned checks in an amount equal to the actual amount charged by the financial institution for the returned check.
7. Abatement and Enjoinment of Violations by Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these By-Laws: (i) 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 the provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) 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; (iv) to suspend the voting privileges of the Owner committing the violation,; and/or (v) to levy a fine of Fifty Dollars (\$50.00) for the first violation, Two Hundred Fifty Dollars (\$250.00) for the second violation and Five Hundred Dollars (\$500.00) for the third violation on the Unit Owner found in violation.
8. Enforcement of Provisions. In addition to all remedies as set forth in Article 12, Paragraph 7, the Association shall have the right to enter the Unit, upon fifteen (15) days' prior notice to Unit Owner, and remedy the non-performance by the Unit Owner of his maintenance, repair and upkeep obligations as provided for in these By-Laws and the Declaration. The Unit Owner shall be specially assessed in accordance with the provisions of these By-Laws for the costs and expenses of said maintenance work, which assessment shall become a lien on the Unit in accordance with Article 12, Paragraph 9 if not paid.
9. Lien for Assessments:
  - a. The total regular assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act, which lien shall, with respect to regular assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of

the next quarter which begins more than seven (7) days after delivery to the Owner of notice of such special assessments.

- b. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for thirty (30) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, 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 of Directors or Manager.

The Association shall have the right to charge interest at twelve percent (12%) per annum or at the maximum lawful rate for unpaid assessment from the due date, whichever is less. In addition, the Association shall have the right to charge Unit Owners Five Dollars (\$5.00) for each duplicate billing and other costs, including attorney fees, in the event the Association is required to proceed with collection to obtain payment of such expense. A lien may be imposed for any unpaid Common Expenses or other expenses and assessments or costs after thirty (30) days from when due. The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46,I.

- c. The lien for assessments shall include costs and attorneys' fees and the lien 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 of Directors, acting on behalf of the Unit Owners' Association. Suits 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 suit to recover a money judgment.

#### ARTICLE 13 – RESALE OF UNITS

1. In the event of the resale of a Unit or any interest therein by a Unit Owner (other than the Declarant), the President or such other officer or officers as the Board of Directors may from time to time specify shall, upon the written request of any prospective Owner and within ten (10) days thereof, furnish to the Prospective Owner:
  - a. A statement as provided in Article 8, Paragraph 2 hereof.
  - b. A statement of any capital expenditures and major maintenance expenditures anticipated 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 Association for the last fiscal year for which such statement is available.
- e. A statement of the status of any pending suits or judgments in which the Association is a party defendant.
- f. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner.
- g. A statement that any improvements or alterations made to the Unit, or the Limited Common Area assigned thereto, by the prior Unit Owner are not known to be in violation of the condominium instruments.

#### ARTICLE 14 – COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

- 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.
- 2. Severability. These By-Laws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provision of these By-Laws or any section, sentence, clause, phrase or word or the application thereof in any circumstances held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of failure or failures to enforce the same.
- 4. Captions. The captions contained in these By-Laws are for convenience only and are not part of the By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

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

IN WITNESS WHEREOF, the undersigned Unit Owners in the Condominium have caused this First Amendment and Restatement to be executed effective as of the date it is recorded in the Strafford County Registry of Deeds.

60 MAIN STREET R.E., LLC

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Peter Murphy  
Its: Member

56 MAIN STREET, LLC

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Douglas E. Clark  
Its: Member

STATE OF NEW HAMPSHIRE  
STRAFFORD, SS.

December \_\_\_\_, 2020

Personally appeared, Peter Murphy, Member of 60 Main R.E., LLC, known to me or personally proven to be the person whose name is subscribed to the foregoing instrument and gave oath that the foregoing statements are true and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
STRAFFORD, SS.

December \_\_\_\_, 2020

Personally appeared, Douglas E. Clark, Member of 56 Main Street, LLC, known to me or personally proven to be the person whose name is subscribed to the foregoing instrument and gave oath that the foregoing statements are true and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT D**

### **TOWN & CAMPUS SQUARE CONDOMINIUM**

#### **CONDOMINIUM RULES**

To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary to exercise reasonable controls over the use of the Units. Until amended, the following Rules shall be in effect. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator. These restrictions and Rules are adopted for the benefit of Unit Owners of Condominiums at Town & Campus Square Condominium. They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the Condominium, and protecting and enhancing the value of the Unit Owner's Property. The Rules are not designed to unduly restrict or burden the use of the Property.

Complaints of violation of these Rules and restrictions should be made to the Board or Manager. The complainant will be notified in writing by the Board or Manager as to what action has been taken.

Any consent or approval of the Board or the Manager given under these Rules shall be revocable at any time.

All Owners and their families, tenants, guest, invitees and licensees are bound by the following Use Regulations, as they may be amended from time to time by the Board:

#### **General Use Regulations:**

1. No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.
2. All Units shall be used in a manner consistent with all applicable federal, state and local laws, ordinances and zoning regulations and all applicable Condominium Rules, including, but not limited to restrictions on the storage, use or disposal of toxic or hazardous substances.
3. No Owner shall place advertisements or posters of any kind in or on the Property 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 the Units.



4. 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. Use of the dumpster on site is for the normal and customary use of volume generated by the respective Units on site. Excessive use or extraordinary trash volume is strictly prohibited. There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be disposed of only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area.
5. No Unit Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, radio or 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 without prior written consent of the Board of Directors.
6. 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 of Directors. No waste shall be committed in the Common or Limited Common Area.
7. Rules Specific to Residential Use of Units:
  - a. Leasing. A Unit may be leased to the maximum number of occupants permitted by the Town of Durham's Zoning Ordinance and any other applicable Town of Durham ordinance and/or regulation. Rentals shall be for a period of not less than thirty (30) days. Unit Owners renting their property shall be obligated to notify the Association in advance of the name and address of the renter(s), and the time period for which the Unit will be rented. Owners and/or Agents shall inform renters of the Condominium Rules and shall provide them with a copy of the Rules, which shall be acknowledged by signed receipt.
  - b. Nuisance. Unit Owners, their tenants and guest shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others. Unit Owners and tenants shall be held responsible for the actions of their family, guests, invitees and licensees. If occupancy by tenants or guests creates a nuisance to other Unit Owners, the Board shall have right to require that the offensive tenants or guest leave.